

January 1, 2017
SUMMARY PLAN DESCRIPTION
FOR
COLAS INC. AND SUBSIDIARIES 401(k) SAVINGS PLAN

Employer Identification Number: 22-2979907
Plan Number: 002

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan Administrator.

HOW TO USE THIS SUMMARY

TABLE OF CONTENTS

The table of contents gives a detailed description of where specific information concerning a particular topic may be found.

GLOSSARY

Some terms used in the summary have special meanings. These terms are identified by capitalizing the term's first letter. To find out the exact meaning of a special term, there is a glossary at the end of this summary.

EFFECTIVE DATE

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on January 1, 2017. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before January 1, 2017.

MERGED PLAN PROVISIONS

The Plan includes special provisions that may apply to you if you participated in a plan that merged into the Plan. These special provisions are described in an addendum to this booklet.

MORE SPECIFIC INFORMATION

Some technical details and legal expressions contained in the formal Plan documents have been omitted in this summary. The formal Plan documents govern in administering and interpreting the rights of participants and their beneficiaries.

DAILY ADMINISTRATIVE CONTACT

The person or entity handling the day-to-day operations of the Plan is:

Colas Inc.
73 Headquarters Plaza
North Tower, 10th Floor
Morristown, New Jersey 07960
(973) 656-4814

Any questions concerning the day-to-day operations of the Plan should be directed to the person or entity identified above.

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INTRODUCTION TO YOUR PLAN

The Colas Inc. and Subsidiaries 401(k) Savings Plan helps you provide for your retirement security by making it simple and convenient for you to contribute to your retirement savings regularly. Your Employer may also make contributions to your Account to provide you with additional savings. The Plan is intended to meet federal tax law qualification requirements, allowing your savings to accumulate on a tax-deferred basis and permitting you to save more dollars for your retirement.

How You Save

- You may contribute a percentage of your pay to the Plan as 401(k) Contributions. You may make Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions. For information on making 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**.
- If you will be age 50 by the end of the year, you may make Catch-Up 401(k) Contributions to the Plan. Catch-Up 401(k) Contributions are additional 401(k) Contributions that are not subject to annual limits imposed on 401(k) Contributions under the Plan. For more information on making Catch-Up 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS** and **LIMITATIONS ON CONTRIBUTIONS**.
- You may elect to convert any portion your Account that is not already attributable to Roth 401(k) Contributions to Roth 401(k) Contributions through an in-plan rollover. For more information on the terms and conditions for making In-Plan Roth Rollover Contributions, see **YOUR CONTRIBUTIONS: IN-PLAN ROTH ROLLOVER CONTRIBUTIONS**.
- You are not permitted to make employee contributions to the Plan on a post-tax basis (After-Tax Contributions). However, your Account may include amounts attributable to After-Tax Contributions made to the Plan under provisions that are no longer in effect or a prior plan that were transferred to the Plan. For more information, see **YOUR CONTRIBUTIONS: AFTER-TAX CONTRIBUTIONS**.
- If you have savings from another retirement plan or annuity, you may be able to roll those savings into the Plan as Rollover Contributions. For more information on the types of savings that may be rolled over into the Plan and the terms and conditions for making Rollover Contributions, see **YOUR CONTRIBUTIONS: ROLLOVER CONTRIBUTIONS**.
- Your Employer will also make Special Company Nonelective Contributions to the Plan for you. For information on the amount of your Employer's Special Company Nonelective Contribution and the terms and conditions for receiving Special Company Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- For every \$1.00 you contribute to the Plan, up to 5% of your Compensation, your Employer will add a Safe Harbor Matching Contribution. For information on the amount of your Employer's Safe Harbor Matching Contribution and the terms and conditions for receiving Safe Harbor Matching Contributions, see **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.
- Your Employer may make special contributions to the Plan for you that can be used to help it satisfy nondiscrimination rules applicable to 401(k) plans. These contributions are called Qualified Nonelective Contributions. For information on the terms and conditions for receiving Qualified Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- If you are covered by the provisions of a federal, state, or municipal prevailing wage law or by the Davis-Bacon Act, your Employer may make a Prevailing Wage Law Contribution on your behalf as necessary to satisfy the required hourly contribution requirements under the law. These contributions are called Prevailing Wage Law Contributions. For information on the terms and conditions for receiving Prevailing Wage Law Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- If you participate in the Southwest Iron Works, LLC Retirement Plan, your Account may include Prior Southwest Iron Works, LLC Matching Contributions that were transferred to the Plan when the Southwest Iron Works plan merged into the Plan on March 1, 2011. These prior contributions may be subject to different rules than other amounts held under the Plan.

- If you participated in the Plan before January 1, 2007, your Account may include Prior Employer Contributions. These prior contributions may be subject to different rules than other amounts held under the Plan.
- Dollars you save as Pre-Tax 401(k) Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Dollars saved as After-Tax Contributions or Roth 401(k) Contributions, including Designated Roth Rollover Contributions and In-Plan Roth Rollover Contributions, are taxed before contributed, but are not taxed when they are distributed to you. Taxes are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings, except dollars saved as After-Tax Contributions or Roth 401(k) Contributions, including Designated Roth Rollover Contributions and In-Plan Roth Rollover Contributions, until they are distributed to you. If you satisfy certain rules, you will not pay taxes on investment earnings on your Roth 401(k) Contributions, Designated Roth Rollover Contributions and In-Plan Roth Rollover Contributions even when they are distributed to you.

YOUR PLAN ACCOUNT

You have your own Account under the Plan to hold all contributions you make to the Plan and any contributions your Employer makes for you. Your Account also holds any investment earnings on those contributions. Your Account keeps track of your share of the assets held in the Plan.

VESTING OF YOUR ACCOUNT

Your Vested Interest in your Account is the percentage of your Account that you would receive if your employment terminated.

Your Vested Interest in the balance of your Account resulting from your contributions is always 100%.

Your Vested Interest in the balance of your Account resulting from Employer Contributions is determined under the applicable vesting schedule, which may require you to complete a specified number of years of Vesting Service to earn a Vested Interest. (For more information about Vesting Service and vesting schedules, see

EMPLOYER CONTRIBUTIONS: VESTED INTEREST IN EMPLOYER CONTRIBUTIONS and **EMPLOYER CONTRIBUTIONS: VESTING SERVICE**.)

DISTRIBUTION OF BENEFITS

You may receive distributions from your Vested Interest in your Account when any of the following happens:

- You satisfy the requirements for an in-service withdrawal. (For more information about withdrawals, see **IN-SERVICE WITHDRAWALS**.)
- You retire from employment after you reach your Normal or Early Retirement Date.
- You die (distribution will be made to your Beneficiary).
- Your employment terminates. (For more information about distributions following termination of employment, see **DISTRIBUTION OF YOUR ACCOUNT**.)

SPONSOR DISCRETION

The Sponsor has discretionary authority to interpret and construe the provisions of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. The Sponsor may delegate this authority as provided under the Plan.

PLAN IDENTIFICATION INFORMATION

TYPE OF PLAN

The Plan is a "**defined contribution plan**". Under a defined contribution plan, all contributions you make to the plan or that are made on your behalf are held in an account that is invested on your behalf. When you retire, your retirement benefit from the plan will be based on the value of your account (including investment earnings and losses) at the time distribution is made to you.

The Plan is a type of defined contribution plan called a "**profit-sharing plan**". Contributions under a profit-sharing plan are **not** subject to funding requirements under federal tax law. Therefore, contributions may be

discretionary with the employer and may be conditioned on the employer's profits. However, any contributions made under a profit-sharing plan must be allocated among participants under a formula that is described in the plan.

The Plan is also a "**401(k) plan**". Under a 401(k) plan, you may elect to make contributions to the plan from your pay. Your contributions (called "401(k) Contributions") may be either Pre-Tax 401(k) Contributions or Roth 401(k) Contributions. You do not pay any taxes on your Pre-Tax 401(k) Contributions or earnings until they are distributed to you. You pay taxes on your Roth 401(k) Contributions for the year of the contribution, but earnings accumulate tax-free and, if you satisfy certain requirements, are also excluded from your taxable income when distributed to you.

The Plan is also intended to be a "**404(c) plan**". Under a 404(c) plan, you may select the investments for all or a portion of your account under the plan. For the accounts over which you control investments, fiduciaries who would otherwise be responsible for assuring that your account is invested appropriately are relieved of responsibility for your investment choices. For more information, see **PLAN INVESTMENTS: 404(c) PROTECTION**.

ADMINISTRATOR

This is the Plan Administrator for purposes of ERISA and the Internal Revenue Code.

Colas Inc.
73 Headquarters Plaza
North Tower, 10th Floor
Morristown, New Jersey 07960
(973) 656-4814

SPONSOR

Colas Inc.
73 Headquarters Plaza
North Tower, 10th Floor
Morristown, New Jersey 07960

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER

22-2979907

PLAN NUMBER

002

OTHER ADOPTING EMPLOYERS

Other employers may adopt the Plan with the Sponsor's consent. For a list of the Employers that have adopted the Plan, contact the Administrator at the address shown above. You may also see the list at the Sponsor's principal office during regular business hours. (Notice may be required to guarantee the list is available.)

FUNDING MEDIUM

Plan assets are held in a trust maintained by the Trustee.

TRUSTEE

Prudential Bank & Trust, FSB
280 Trumbull Street, H07E
Hartford, CT 06103

AGENT FOR SERVICE OF LEGAL PROCESS

Legal process may be served on the Sponsor at its address listed above.

ELIGIBILITY TO PARTICIPATE

If you were eligible to make contributions to the Plan and/or receive Employer Contributions before January 1, 2017, you will continue to be eligible on and after January 1, 2017, provided you are still a Covered Employee, as described below. If you were *not* eligible to make contributions to the Plan and/or receive Employer Contributions before January 1, 2017, you will become eligible after satisfying the eligibility requirements described below.

ELIGIBILITY REQUIREMENTS

To participate in the Plan with respect to any type of contribution, you must satisfy the applicable eligibility requirements. The eligibility requirements for each contribution type are:

- 401(k) Contributions, Qualified Nonelective Contributions, and Prevailing Wage Law Contributions. For eligibility to make 401(k) Contributions and to receive Qualified Nonelective and Prevailing Wage Law Contributions, you must:
 - be a Covered Employee, as described in **COVERED EMPLOYEES** below; and
 - reach age 18.
- Rollover Contributions. For eligibility to make Rollover Contributions, you must:
 - be a Covered Employee, as described in **COVERED EMPLOYEES** below.
- Special Company Nonelective and Safe Harbor Matching Contributions. For eligibility to receive Special Company Nonelective and Safe Harbor Matching Contributions, you must:
 - be a Covered Employee, as described in **COVERED EMPLOYEES** below;
 - complete 1 year of Eligibility Service; and
 - reach age 18.

COVERED EMPLOYEES

You are a Covered Employee if:

- you are a common law employee of the Employer.

AND

- you have **not** executed a contract, letter of agreement, or other document acknowledging your status as an independent contractor and are **not** otherwise treated by the Employer as an independent contractor with respect to whom the Employer does not withhold income taxes and file Form W-2 (or any replacement Form) with the Internal Revenue Service. If the Employer treats you as an independent contractor and you are later adjudicated to be a common law employee of the Employer, you will not be considered a Covered Employee unless and until the Employer extends Plan coverage to you.
- you are **not** a nonresident alien, or you are a nonresident alien who receives United States source income.
- you are **not** a Leased Employee.
- you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
- you are **not** an intern Employee.
- for eligibility to receive Special Company Nonelective Contributions and Safe Harbor Matching Contributions only, you are **not** an Employee of the Associate Program or an Upstone Materials Inc. union employee.

DATE OF PARTICIPATION

You may make contributions to the Plan and receive Employer Contributions (provided you satisfy any allocation requirements) beginning on the date immediately following the date you meet the applicable eligibility requirements described above.

TRANSFERS OF EMPLOYMENT

If you are transferred from other employment with the Employer or a Related Company to employment as a Covered Employee (as described in **COVERED EMPLOYEES**), you will be eligible to participate beginning on your transfer date if you would have been eligible to participate on or before your transfer date had you been employed as a Covered Employee for your entire period of employment. Otherwise, you will be eligible to participate as provided previously.

However, if you were covered under a plan maintained by an Employer or a Related Company and you transfer employment as a Covered Employee (as described in **COVERED EMPLOYEES**), and you were eligible to receive matching contributions under an Employer or Related Company plan on your transfer date, you will be eligible to make 401(k) Contributions, receive Safe Harbor Matching Contributions, and participate in all aspects of the Plan, but you will not be eligible to receive Special Company Nonelective Contributions until you meet the requirements described in **ELIGIBILITY REQUIREMENTS**.

REEMPLOYMENT

If your employment terminates and you are later reemployed as a Covered Employee (as described in **COVERED EMPLOYEES**), you will be eligible to participate beginning on your reemployment date if you were eligible to participate at the time you terminated employment. Otherwise, you will be eligible to participate when you have met the requirements.

ELIGIBILITY SERVICE

Crediting Eligibility Service

You are credited with a year of Eligibility Service if you complete at least 1,000 Hours of Service by the anniversary of your hire date. You are also credited with a year of Eligibility Service for each 12-month period beginning on an anniversary of your hire date in which you complete at least 1,000 Hours of Service. You are not credited with a year of Eligibility Service until the end of the 12-month computation period in which you satisfy the hours requirement.

You are credited with Eligibility Service for employment with the Employer, any Related Company, and a Predecessor Employer (provided the Employer maintains a plan of that Predecessor Employer).

YOUR CONTRIBUTIONS

401(k) CONTRIBUTIONS

If you elect to make 401(k) Contributions, you authorize your Employer to reduce the Compensation you would regularly receive by a specified amount. This amount is then deposited in your Account as a 401(k) Contribution. You may elect to make Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions to the Plan. Once you have designated a 401(k) Contribution as either a Pre-Tax or Roth 401(k) Contribution, you may not later change its designation, unless you elect to convert Pre-Tax 401(k) Contributions to Roth 401(k) Contributions, as provided in **YOUR CONTRIBUTIONS: IN-PLAN ROTH ROLLOVER CONTRIBUTIONS**. You may, however, change your designation with respect to future 401(k) Contributions. (See ***Change in Amount and/or Treatment of 401(k) Contributions***).

Pre-Tax 401(k) Contributions

You do not pay federal income taxes (or, in many states, state income taxes) on Compensation you contribute to the Plan as Pre-Tax 401(k) Contributions for the year in which you make the contribution. Instead, your Pre-Tax 401(k) Contributions and earnings on your Pre-Tax 401(k) Contributions are only taxable when they are distributed from the Plan.

Roth 401(k) Contributions

You pay federal income taxes and state income taxes on Compensation you contribute to the Plan as Roth 401(k) Contributions for the year in which you make the contribution. However, your Roth 401(k) Contributions are not taxable when they are distributed from the Plan. In addition, if certain conditions are satisfied, the earnings on your Roth 401(k) Contributions are also not taxable when distributed from the Plan.

There are 2 separate sets of requirements that must be satisfied in order for the distribution of the earnings on your Roth 401(k) Contributions to be non-taxable:

- First, the distribution must be made at least 5 years after the first day of the calendar year in which you first made Roth 401(k) Contributions to the Plan or, if earlier, you first converted a portion of your Account by making an In-Plan Roth Rollover Contribution, as described in **YOUR CONTRIBUTIONS: IN-PLAN ROTH ROLLOVER CONTRIBUTIONS**. Special rules apply for determining this 5-year period if you make Designated Roth Rollover Contributions.
- Second, the distribution must be a "qualified distribution." A "qualified distribution" is a distribution made to you after you reach age 59-1/2 or become disabled or made to your Beneficiary after your death. For this purpose, you are considered disabled if you are unable to engage in **any** substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in your death or to be of long-continued and indefinite duration.

Automatic Annual Increase

Unless you are excluded from participating in the automatic annual increase or you elect otherwise, if you are making 401(k) Contributions in an amount equal to less than 10% of your Compensation, your Employer will automatically increase your 401(k) Contributions each year by an additional 1% of Compensation. You are included in automatic escalation if:

- you were actively employed by Barrett Paving Materials Inc. or Strawser Construction on December 31, 2016.

The automatic increase will apply March 1 and will be implemented for payroll periods beginning on or after that date. You may elect to have the increase apply on a different adjustment date.

(Please note: If applying the full increase would cause your 401(k) Contributions to exceed 10% of your Compensation, your 401(k) Contributions will be increased only as necessary to reach that amount. For purposes of determining whether you have reached the maximum automatic contribution, only your Pre-Tax 401(k) Contributions are taken into account.)

Additional 401(k) Contributions made because of the automatic increase will be treated as Pre-Tax 401(k) Contributions.

Special Elections: You may elect to apply the annual increase on a different adjustment date each year or not to have your 401(k) Contributions increased at all. You may also elect to treat the additional 401(k) Contributions made because of the annual increase as Roth 401(k) Contributions instead of Pre-Tax 401(k) Contributions. See ***How to Make an Election*** below.

Please note: Elections against the automatic annual increase (including elections to apply the annual increase on a different adjustment date) expire under certain circumstances. If you terminate employment and are rehired, your affirmative election will expire and your 401(k) Contributions will be increased annually as provided above, unless you make another election.

How to Make an Election

To make 401(k) Contributions or to elect out of the automatic annual increase (including elections to apply the annual increase on a different adjustment date), you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at www.Prudential.com/online/retirement, or notify the Administrator of your election in accordance with the rules established by the Administrator. Your election must specify the portion of your 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions.

Amount of 401(k) Contributions

You may contribute from 1% to 50% (in whole percentages) of your Compensation as 401(k) Contributions.

If you will be age 50 or older by the end of the year, you may make Catch-Up 401(k) Contributions in excess of 50% of your Compensation. Your total Catch-Up 401(k) Contributions cannot exceed the Catch-Up Limit in effect for the year.

Commencement of 401(k) Contributions

401(k) Contributions will be made from your Compensation as provided in your election beginning with the first payroll period beginning on or after the date your election is effective.

Change in Amount and/or Treatment of 401(k) Contributions

You may change the amount your Employer withholds from your future Compensation or change the portion of your 401(k) Contributions treated as Pre-Tax or Roth 401(k) Contributions effective at any time. To change the amount or treatment of your 401(k) Contributions, you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at www.Prudential.com/online/retirement, or notify the Administrator in accordance with the rules established by the Administrator. Any change in your election must specify the portion of your future 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions.

Suspension of 401(k) Contributions

You may direct your Employer to stop withholding amounts from your future Compensation and suspend your 401(k) Contributions at any time. To suspend your 401(k) Contributions, you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at www.Prudential.com/online/retirement, or notify the Administrator in accordance with the rules established by the Administrator. The suspension will take effect as soon as reasonably practicable after you notify the Administrator.

If you suspend your 401(k) Contributions, the suspension will remain in effect until you elect to resume making 401(k) Contributions.

Resumption of 401(k) Contributions

If you suspend your 401(k) Contributions, you may resume making 401(k) Contributions effective at any time. To resume your 401(k) Contributions you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at www.Prudential.com/online/retirement, or notify the Administrator in accordance with the rules established by the Administrator. Your notice to resume 401(k) Contributions must specify the portion of your future 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions.

True-Up Elections

If you have not made 401(k) Contributions in the full amount for each payroll period during the year, your Employer may permit you to make a "true-up" election. A "true-up" election allows you to contribute up to 100% of your Compensation for the designated payroll periods as 401(k) Contributions. Your total 401(k) Contributions for the Plan Year cannot exceed 50% of your Compensation.

Annual Federal Limit on Amount of 401(k) Contribution

Federal law limits the amount of 401(k) Contributions (including both Pre-Tax and Roth 401(k) Contributions) that you can make to the Plan each calendar year. For 2017, the maximum amount is \$18,000. The IRS may adjust this limit each year. Any adjustment will be in increments of \$500. If the Administrator determines that the amount you authorize your Employer to withhold from your Compensation would exceed the maximum amount permitted for the year, the Administrator will adjust the amount withheld so that it does not exceed the maximum.

Catch-Up 401(k) Contributions

If you will be age 50 or older by the end of the year, you may make Catch-Up 401(k) Contributions for that year that exceed the annual Federal limit. Your total Catch-Up 401(k) Contributions for a year cannot exceed the Catch-Up Limit in effect for the year. If you made a Catch-Up 401(k) Contribution in excess of the 50% of Compensation limit, as described in **Amount of 401(k) Contributions**, the dollar amount of that Catch-Up 401(k) Contribution will be subtracted from the Catch-Up Limit to determine the amount of any Catch-Up 401(k) Contributions you may make above the Federal limit. For 2017, the Catch-Up Limit is \$6,000. The IRS may adjust this limit each year.

ROLLOVER CONTRIBUTIONS

If you are a Covered Employee, you may elect to roll over qualified distributions into the Plan.

Your Rollover Contributions are subject to all the terms and conditions of the Plan and are only distributable to you under the terms of the Plan.

Savings Eligible for Direct Rollover

The Plan permits "direct rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet federal tax law qualification requirements, such as 401(k) or profit-sharing plans). Your "direct rollover" may include Roth contributions.
- 403(b) retirement plans (these are retirement plans maintained for employees of tax exempt organizations or governments). Your "direct rollover" may include Roth contributions.
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments). Your "direct rollover" may not include Roth contributions.

A "direct rollover" is a rollover made directly from another plan or annuity without being distributed to you first. You may not make a direct rollover to the Plan of after-tax employee contributions.

If you have an outstanding loan under another plan or annuity, you may roll over the loan note as part of your Rollover Contribution.

Savings Eligible for Indirect Rollover

The Plan permits "indirect rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet federal tax law qualification requirements, such as 401(k) or profit-sharing plans).
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments).

An "indirect rollover" is a rollover you make to the Plan of amounts you have actually received as a distribution from another plan or annuity. You may not make an indirect rollover to the Plan of Roth contributions or after-tax employee contributions.

Rollover Procedures

The Administrator may require you to provide information to show that the savings you want to roll over meet the Plan requirements.

If the distribution qualifies, you may roll it over into the Plan by having it delivered to the Trustee. If you actually receive distribution of the amount you are rolling over, your Rollover Contribution must be delivered to the Trustee within 60 days of the date you receive it.

Treatment of Designated Roth Rollover Contributions

If you make Designated Roth Rollover Contributions to the Plan, those amounts will be accounted for separately from your other Rollover Contributions. This is required so that the Plan can keep track of the non-taxable portion of the rollover.

IN-PLAN ROTH ROLLOVER CONTRIBUTIONS

You may elect to make an In-Plan Roth Rollover Contribution of any part of your Account that is not already attributable to Roth 401(k) Contributions. In-Plan Roth Rollover Contributions are treated similarly to Roth 401(k) Contributions. Thus, your In-Plan Roth Rollover Contributions and, if certain conditions are satisfied, the earnings on your In-Plan Roth Rollover Contributions, are not taxable when distributed from the Plan. However, any distribution or withdrawal options that applied to an amount before you rolled it over continues to apply to your In-Plan Roth Rollover Contributions.

Please Note: Once any part of your Account is converted to In-Plan Roth Rollover Contributions, you may not later undo your election.

In-Plan Roth Rollover Procedures

You, your surviving Spouse, or your Spouse who is an alternate payee under a qualified domestic relations order may elect, in accordance with rules prescribed by the Administrator, to convert any amount that is not already a Roth 401(k) Contribution or Designated Roth Rollover Contribution to an In-Plan Roth Rollover Contribution.

If you or your eligible Spouse elect to make an In-Plan Roth Rollover Contribution, the taxable amount of the converted distribution will be included in federal taxable income for the taxable year in which the In-Plan Roth Rollover Contribution is made. Later distributions of your In-Plan Roth Rollover Contributions will be taxable as described in **DISTRIBUTION OF YOUR ACCOUNT: SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS**.

For additional information regarding, or to make, an In-Plan Roth Rollover Contribution, you should contact the Administrator, call the Interactive Voice Response service or access the Online Retirement Center at www.Prudential.com/online/retirement.

Special Rules

The following special rules apply to your In-Plan Roth Rollover Contributions.

- **Separate accounting:** Your In-Plan Roth Rollover Contributions will be separately accounted for under the Plan.
- **5-year period for tax exclusion:** The 5-year period that must elapse in order for the earnings on your In-Plan Roth Rollover Contributions to be tax-free upon distribution runs from the first day of the calendar year in which you make the In-Plan Roth Rollover Contribution or, if earlier, the date you first made Roth 401(k) Contributions to the Plan. Special rules apply for determining this 5-year period if you make Designated Roth Rollover Contributions. (Remember, for a distribution of earnings to be tax free, it must also be a "qualified distribution" as described under Roth 401(k) Contributions in **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**.)
- **Protected rights:** Any special distribution rules (e.g., in-service withdrawal rights) that applied to the amounts you elect to convert to In-Plan Roth Rollover Contributions are preserved after the conversion.

AFTER-TAX CONTRIBUTIONS

Your Account may include After-Tax Contributions you made to the Plan under provisions that are no longer effective and/or After-Tax Contributions you made to another plan that were transferred to the Plan. You are not otherwise permitted to make After-Tax Contributions to the Plan. The After-Tax Contributions in your Account will be held under the Plan until they are distributable under the Plan's terms.

VESTED INTEREST IN YOUR CONTRIBUTIONS

Your Vested Interest in the Value of your contributions to the Plan is always 100%.

EMPLOYER CONTRIBUTIONS

In addition to your contributions, your Employer may make Employer Contributions to your Account. You are not taxed on any Employer Contributions made to your Account until distribution is made to you.

MATCHING CONTRIBUTIONS

Safe Harbor Matching Contributions

Once you have met the requirements to participate in the Plan with respect to Safe Harbor Matching Contributions, as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS**, you will receive Safe Harbor Matching Contributions for a payroll period if you are a Covered Employee (excluding for this purpose employees of the Associate Program and Upstone Materials Inc. union employees) at any time during that payroll period.

If you are eligible, each payroll period in which you have made 401(k) Contributions, your Employer will make a Safe Harbor Matching Contribution to your Account based on your contributions for that payroll period.

The Safe Harbor Matching Contribution will equal (A) 100% of your contributions up to 3% of your Compensation plus (B) 50% of your contributions between 3% and 5% of your Compensation.

If the sum of the Safe Harbor Matching Contributions made to your Account each payroll period is less than the maximum amount that could have been made based on your 401(k) Contributions for the portion of the Plan Year during which you were eligible to receive Safe Harbor Matching Contributions, your Employer will make an additional “true-up” Safe Harbor Matching Contribution to your Account. The “true-up” Safe Harbor Matching Contribution will be equal to the amount needed to make your Safe Harbor Matching Contributions for the Plan Year equal to the maximum described above. Compensation and 401(k) Contributions made prior to the date you became eligible to receive Safe Harbor Matching Contributions are excluded in determining the amount of your “true-up” Safe Harbor Matching Contribution.

Your Employer will provide notice each year of its obligation to make Safe Harbor Matching Contributions to your Account and of the other benefits provided under the Plan. If your Employer makes Safe Harbor Matching Contributions to the Accounts of all eligible employees and also provides the notice described above, it does not have to apply certain discrimination rules that could limit the 401(k) Contributions made by Highly Compensated Employees.

Prior Southwest Iron Works, LLC Matching Contributions

If you participated in the Southwest Iron Works, LLC Retirement Plan, your Account may include Prior Southwest Iron Works, LLC Matching Contributions that transferred to the Plan in connection with the merger of the Southwest Iron Works plan into the Plan.

NONELECTIVE CONTRIBUTIONS

Special Company Nonelective Contributions

Once you have met the requirements to participate in the Plan with respect to Special Company Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS**, you will receive Special Company Nonelective Contributions for a Plan Year only if you both (i) complete at least 1,000 Hours of Service during the Plan Year and (ii) are employed as a Covered Employee on the last day of the Plan Year. For this purpose, the term Covered Employee excludes employees of the Associate Program and Upstone Materials Inc. union employees. However, if during the Plan Year you transfer from employment as a Covered Employee to employment with a Related Company and you would otherwise have been or become eligible during the Plan Year to receive Special Company Nonelective Contributions, you will receive Special Company Nonelective Contributions for the Plan Year if you are employed by the Related Company on the last day of the Plan Year, and you have completed at least 1,000 Hours of Service in the Plan Year. The number of Hours of Service required to receive Special Company Nonelective Contributions will be pro-rated for any short Plan Year.

The last day and service allocation requirements described do not apply if you are absent because:

- you retire on or after your Normal or Early Retirement Date;
- you die; or
- you become Disabled.

If you are eligible, each Plan Year your Employer will make a Special Company Nonelective Contribution to your Account equal to 2% of your Compensation for the Plan Year.

Qualified Nonelective Contributions

Once you have met the requirements to participate in the Plan with respect to Qualified Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS** above, you may receive Qualified Nonelective Contributions for a Plan Year if you are a Covered Employee at any time during that Plan Year.

If you are eligible, each Plan Year your Employer, in its discretion, may make a Qualified Nonelective Contribution to your Account equal to a percentage, determined by your Employer, of your Compensation for the Plan Year.

Prior Employer Contributions

If you participated in the Plan before January 1, 2007, your Account may include Prior Employer Contributions that were made to the Plan under provisions that are no longer in effect.

Prevailing Wage Law Contributions

If you are a Covered Employee who performs services covered by a prevailing wage law (such as the Davis Bacon Act or a state or municipal prevailing wage law) and have reached age 18, your Employer may, in its discretion, make a Prevailing Wage Law Contribution to your Account for a Plan Year in the amount necessary to meet the benefit level required for you under that law. The amount of the required Prevailing Wage Law Contribution is determined taking into account all contributions your Employer makes for you under the Plan or any other plan that may be used to satisfy the benefit level requirements.

VESTED INTEREST IN EMPLOYER CONTRIBUTIONS

Vesting Schedule

Your Vested Interest in the following contributions is always 100%:

- Qualified Nonelective Contributions.
- Safe Harbor Matching Contributions.
- Prevailing Wage Law Contributions.

Your Vested Interest in the Value of the Special Company Nonelective Contributions and Prior Employer Contributions in your Account is 0% until you have completed 3 years of Vesting Service. Upon completion of 3 years of Vesting Service, your Vested Interest in the Value of the Special Company Nonelective Contributions and Prior Employer Contributions in your Account will be 100%.

Your Vested Interest in the Value of the Prior Southwest Iron Works, LLC Matching Contributions in your Account is determined using the following schedule:

Years of Vesting Service	Vested Interest
Less than 1	0%
1, but less than 2	20%
2, but less than 3	40%
3, but less than 4	60%
4, but less than 5	80%
5 or more	100%

Special Vesting Events

Notwithstanding the foregoing, if you are employed by the Employer (or a Related Company) on your Normal or Early Retirement Date, or the date you die or become Disabled, your Vested Interest in your full Account will be 100%. If you are absent from employment because of military service and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you are treated as if you died while employed by the Employer (or Related Company).

You are also 100% vested in your full Account if you ceased to be a Covered Employee as a direct result of the asset sale to Intermountain Construction & Materials and Hills Material Company.

VESTING SERVICE

Vesting Service is used to determine your Vested Interest under the applicable schedule.

Crediting of Vesting Service

You are credited with a year of Vesting Service for each Plan Year in which you complete at least 1,000 Hours of Service.

You are credited with Vesting Service for employment with the Employer, any Related Company, and a Predecessor Employer (provided the Employer maintains a plan of that Predecessor Employer).

If you are absent from employment with an Employer (or a Related Company) because of military service, and you die or become Disabled while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be credited with Vesting Service for the period you were absent as if you returned to work immediately before your death or Disability.

Excluded Vesting Service

The following Vesting Service that would otherwise be credited to you under the rules above is excluded in determining your Vested Interest in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account:

- Vesting Service completed before you reach age 18.
- If you are rehired after a Break in Service, Vesting Service completed before your Break in Service, unless:
 - you had a Vested Interest in the 401(k) Contributions or Employer Contributions held in your Account; or
 - the number of your consecutive Breaks in Service is less than the greater of 5 or the number of your years of Vesting Service immediately before the Break in Service.

PLAN INVESTMENTS

WHERE PLAN CONTRIBUTIONS ARE INVESTED

You direct how the contributions made to your Account are invested. You may direct that contributions be invested in any of the funds made available to you under the Plan. The Administrator will provide you with a description of the different investment funds available. New investment funds may be added and existing funds changed. The Administrator will update the description of the available funds to reflect any changes.

404(C) PROTECTION

Because you direct how contributions to your Account are invested, the Employer, the Investment Fiduciary, and the Trustee, who might otherwise be responsible under federal rules for directing investments, are relieved of this responsibility with respect to those contributions. Therefore, they are no longer liable under the law for any losses to your Account that are the direct and necessary result of your investment directions. They are still responsible, however, for providing you with diverse investment opportunities and sufficient opportunity to direct the investment of your Account.

MAKING INVESTMENT ELECTIONS

Investment Elections

When you become eligible to participate in the Plan, you must notify the Administrator of your investment elections in accordance with the rules established by the Administrator. Your investment election must specify the percentage of contributions to your Account that will be invested among the available investment funds.

Failure to Direct Investments

If you do not direct how contributions to your Account should be invested, the contributions will be invested in a default fund. The default fund is invested in federally insured savings accounts, certificates of deposit in a bank or savings and loan association, money market certificates or funds, or other liquid short-term securities.

Change of Investment Elections

You may change how contributions to your Account are invested effective at any time. To perform this transaction you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at www.Prudential.com/online/retirement, or notify the Administrator in accordance with the rules established by the Administrator.

Transfers Between Funds

You may transfer any amount held in your Account from one investment fund to another investment fund. You must specify the amount that is to be transferred.

A transfer may be made effective at any time. To make a transfer, you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at www.Prudential.com/online/retirement, or notify the Administrator in accordance with the rules established by the Administrator.

Restrictions on Transfers

The Insurance Company expects that, under most circumstances, unrestricted transfers will be available into any competing fixed income fund. Also, these provisions will not affect new contributions to, or transfers from, a competing fixed income fund.

In addition, if the Securities and Exchange Commission has suspended or otherwise restricted trading, or another emergency outside of our control exists, the Insurance Company may defer investment transfers for up to 6 months. Interest (or gains or losses, as applicable) will continue to apply during the deferral period. In addition, the Insurance Company reserves the right to monitor participant's investment fund transfer activities to determine whether there are any inappropriate market timing activities. If the Insurance Company determines that a plan participant has engaged in inappropriate market timing, it may restrict his or her ability to make investment transfers in or out of particular funds.

If you intend to transfer amounts from one investment fund to another investment fund, there may be special rules pertaining to transfers to and from such funds. For more information, you should contact the Administrator.

Prudential Retirement's Internet Site

The Prudential Retirement® Online Retirement Center allows Internet access to your Account. The Prudential Retirement® Online Retirement Center is available 24 hours a day, 7 days a week. You can access the Prudential Retirement® Online Retirement Center at www.Prudential.com/online/retirement.

VALUING YOUR ACCOUNT

The Value of your Account is periodically adjusted to show any earnings or losses on your investments, any distributions that you have received, and any contributions that have been made to your Account since the preceding adjustment date. Legal rules require this adjustment to be made at least annually.

The Value of your Account may increase or decrease at any time due to investment earnings or losses. You are only entitled to receive from the Plan the Value of your Vested Interest in your Account on the date distribution is made to you. That Value will be determined on the adjustment date immediately preceding the date of distribution and may be larger or smaller than the Value determined on any other adjustment date. The Plan fiduciaries and functionaries handling Plan assets (including the Sponsor, Employer, Investment Fiduciary, Administrator, and Trustee) do **not** guarantee your Account from investment losses.

LOANS FROM YOUR ACCOUNT

The Plan provides for loans to participants from their vested Accounts. Loans from the Plan are governed by a separate loan policy adopted by the Administrator. The policy governing Plan loans is attached as an Addendum.

APPLICATION FOR LOAN

You may apply for a loan from your Account in accordance with the rules prescribed by the Administrator if you are a "party in interest" (generally, any employee of the Employer or a Related Company or certain individuals who have an ownership interest in the Employer or a Related Company).

ACCOUNTS UNAVAILABLE FOR LOAN

Loans may not be made from the portion of your Account attributable to assets previously held under a money purchase pension plan. However, such amounts are **included** in determining the maximum amount of any loan that may be made to you.

FEDERAL TAX RULES GOVERNING PLAN LOANS

For the Plan to retain its tax-qualified status (that allows your retirement savings to accumulate on a tax-deferred basis), any Plan loan must meet the following minimum requirements:

- **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money. (If you are absent because of military leave, federal law limits the interest rate that can apply to your loan.)
- **Loan amount:** cannot exceed the lesser of 50% of your vested Account balance or \$50,000 when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by your Employer or a Related Company.
- **Loan term:** cannot exceed 5 years, unless it is used to purchase your principal residence.
- **Repayment schedule:** must be substantially equal installments made not less frequently than quarterly. Some exceptions are made for unpaid leaves.

The loan guidelines provided by the Administrator may have more stringent requirements than the federally required minimum. In that case, any Plan loan must meet the more stringent requirements set forth in the loan guidelines.

COLLATERAL FOR LOAN

If you receive a Plan loan, a portion of your Vested Interest in your Account will be used as collateral for the loan. You may not receive a loan in excess of 50% of your Vested Interest. If you are currently employed by an Employer or Related Company, you must agree to repay the loan by payroll withholding. If you are laid off, you must continue to repay the loan by personal check. If a Plan loan is still outstanding at the time distribution of your Account is to be made, the amount distributed will be reduced by the portion of your Account being held as collateral for the loan, but only to the extent necessary to repay the loan.

DEFAULT ON LOAN

You will not receive a Plan loan unless you agree that your Account may be charged for unpaid principal and interest if you default on the loan. A Plan loan will be declared to be in default if either (1) you fail to make a required payment before the end of the calendar quarter following the calendar quarter in which the payment was due or (2) there is an outstanding principal balance after the last scheduled repayment date.

SPECIAL LOAN RULES

- **Repayment:** if you are employed by the Employer, repayment will be made by payroll withholding.
- **Minimum loan amount:** \$1,000.
- **Limit on outstanding loans:** only 1 outstanding Plan loan is permitted at any time.
- **Prepayment of outstanding balance:** permitted in full or in part without penalty.
- **Due on termination:** outstanding balance immediately due and payable on termination of employment.
- **Principal residence loans:** may not exceed 10 years.

IN-SERVICE WITHDRAWALS

Under certain circumstances, you may make a cash withdrawal from your Account while you are still employed by your Employer. If your in-service withdrawal includes amounts attributable to contributions previously held under a money purchase pension plan, you may take your withdrawal in the form of a single life annuity or a qualified joint and survivor annuity (as described in the Addendum to this summary). If you elect a form other than an annuity, you may need your Spouse's consent to your withdrawal.

WITHDRAWALS OF YOUR CONTRIBUTIONS

If you meet the applicable requirements, you may withdraw all or part of the Value of the following contributions you made (or were made on your behalf) to your Account:

- **After-Tax Contributions:** at any time.
- **Rollover Contributions:** at any time.
- **Designated Roth Rollover Contributions:** at age 59-1/2.
- **In-Plan Roth Rollover Contributions:** in accordance with the rules applicable before the rollover.
- **Pre-Tax 401(k) Contributions:** at age 59-1/2.
- **Roth 401(k) Contributions:** at age 59-1/2.

Your withdrawal will be effective as soon as practicable following your withdrawal request.

WITHDRAWALS OF EMPLOYER CONTRIBUTIONS

If you meet the applicable requirements, you may withdraw all or part of the Value of your Vested Interest in the following Employer Contributions held in your Account:

- **Safe Harbor Matching Contributions:** at age 59-1/2.
- **Special Company Nonelective Contributions:** at age 59-1/2.
- **Prior Employer Contributions** (excluding any such amounts that are prior money purchase pension plan contributions): at age 59-1/2.
- **Prior money purchase pension plan contributions:** at age 62.

Your withdrawal will be effective as soon as practicable following your withdrawal request.

WITHDRAWALS WHILE ABSENT ON MILITARY DUTY

If you are absent from employment with your Employer or Related Company to perform military service, you may be entitled to withdraw amounts from your Account.

Deemed Severance of Employment Withdrawals

If you are absent from employment for more than 30 days because of service with the uniformed services (as described in United States Code, Title 38, Chapter 43), federal law permits the Plan to treat you as if you had terminated employment, **but solely** to allow you to withdraw amounts from your Account that are not otherwise available for withdrawal. (This summary does not address the effect of military leave on your other employer-provided benefits.) If you are deemed to have terminated employment for this purpose, you may withdraw all or part of the Value of the following contributions:

- your Pre-Tax 401(k) Contributions.
- your Roth 401(k) Contributions.
- your Qualified Nonelective Contributions.
- your Safe Harbor Matching Contributions.

Your withdrawal will be effective as soon as practicable following your withdrawal request.

If you take a withdrawal because of your deemed severance of employment, you will not be permitted to make 401(k) Contributions to the Plan (or any other plan maintained by the Employer or a Related

Company) for 6 months from the date of the withdrawal. This suspension requirement will **not** apply if your withdrawal qualifies as a qualified reservist distribution (see **Qualified Reservist Distributions**).

Qualified Reservist Distributions

If you are a reservist or national guardsman and are called to active duty either (1) for an indefinite period or (2) for a period longer than 179 days, any withdrawal you make because of your deemed severance of employment, as described previously, will qualify as a "qualified reservist distribution." You may also elect to make a separate withdrawal of all or a portion of the Value of the following contributions as a "qualified reservist distribution":

- your Pre-Tax 401(k) Contributions.
- your Roth 401(k) Contributions.

A qualified reservist distribution must be made during the period beginning on the date you are ordered or called to active duty and ending on the date your period of active duty ends. Your distribution is not subject to the 10% penalty tax on early distributions described in **DISTRIBUTION OF YOUR ACCOUNT: SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS**. In addition, federal law permits you to repay the amount of a qualified reservist distribution to an Individual Retirement Account within 2 years after you cease active duty. This permits you to build back your retirement funds. Finally, if your withdrawal is a qualified reservist distribution, you will not be subject to the 6 months suspension on making 401(k) Contributions to the Plan that applies to withdrawals because of a deemed severance from employment, as described in **Deemed Severance from Employment Withdrawals**.

Your qualified reservist distribution will be effective as soon as practicable following your withdrawal request.

HARDSHIP WITHDRAWALS

If you incur an immediate and heavy financial need, you may withdraw all or part of the Value of the following contributions held in your Account:

- Pre-Tax 401(k) Contributions (excluding investment earnings).
- Roth 401(k) Contributions (excluding investment earnings).
- Designated Roth Rollover Contributions.
- Prior Employer Contributions, excluding any such amounts that are prior money purchase pension plan contributions.

You may only make a hardship withdrawal if the Administrator determines that the withdrawal is necessary to meet your financial need. Generally, the amount of your hardship withdrawal cannot exceed the amount of your financial need, except it may include amounts necessary to pay any federal, state, or local income taxes or penalties reasonably expected to result from the withdrawal.

Your hardship withdrawal will be effective as soon as practicable following your withdrawal request.

Financial Needs For Which Hardship Withdrawals Are Available

The financial needs for which you can get a hardship withdrawal are:

- medical expenses of you, your Spouse, your primary Beneficiary, or your dependents for the diagnosis, cure, mitigation, treatment, or prevention of disease.
- purchase of your principal residence (excluding mortgage payments).
- tuition payments, related educational fees, and room and board expenses for post-secondary education for you, your Spouse, your primary Beneficiary, or your dependents.
- prevention of your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- funeral or burial expenses for your deceased parent, Spouse, child, primary Beneficiary, or dependent.

- expenses for the repair of damages to your principal residence that would qualify for a casualty loss deduction (determined without regard to whether the loss exceeds 10% of your adjusted gross income).

Generally, for purposes of a hardship withdrawal, your dependent is as defined for purposes of receiving an income tax deduction, without regard to the rules (1) prohibiting persons treated as dependents from claiming dependents of their own, (2) precluding persons who file a joint return with their Spouse from being claimed as dependents, and (3) precluding persons who have gross income for the year equal to or greater than the exemption amount from being claimed as dependents. Your primary Beneficiary is a person you have named as having an unconditional right to all or part of your Account upon your death.

Demonstrating Need for Hardship Withdrawal

The Administrator will approve your hardship withdrawal if all of the following requirements are met:

- the withdrawal amount does not exceed the amount you need to meet your financial need,
- you have obtained all other distributions and all non-taxable loans available to you from any plan maintained by your Employer or any Related Company, and
- you suspend your 401(k) Contributions (including both Pre-Tax and Roth 401(k) Contributions) to the Plan (and any other plan maintained by the Employer or any Related Company) for at least 6 months after receipt of the withdrawal.

Limitations on Hardship Withdrawals

You must apply for a hardship withdrawal such number of days before the effective date as the Administrator prescribes.

FORFEITURE OF NON-VESTED AMOUNTS

If your employment terminates with the Employer (and all Related Companies) and you are not 100% vested in the Value of the Employer Contributions in your Account at that time, you will forfeit the non-vested portion of your Account.

Timing of Forfeiture

The non-vested portion of your Account will be forfeited on the date you first incur 5 consecutive Breaks in Service.

If you are reemployed by the Employer (or a Related Company) before the non-vested portion of your Account is forfeited, the forfeiture will not occur.

Treatment of Forfeited Amounts

Amounts forfeited during a Plan Year are used to meet the Employer's contribution obligations to the Plan or to pay Plan expenses.

DISTRIBUTION OF YOUR ACCOUNT

DISTRIBUTION TO YOU

If your employment with the Employer (and all Related Companies) terminates, you may receive distribution of your Account. Distribution may be made as soon as reasonably practicable following the date your employment terminates.

You may postpone distribution until your Normal Retirement Date.

Instead of receiving distribution of your full Vested Interest, you may elect to receive a partial distribution of only a portion of your Account following termination and postpone distribution of the remaining balance.

Request for Distribution

Unless your Account is cashed out as described below, distribution of your Account will not be made before your Normal Retirement Date unless you request an earlier distribution.

If you keep your Account in the Plan after your employment terminates, you must pay for all fees and expenses to maintain your Vested Interest in the Plan. These expenses will be withdrawn directly from your Account.

Effect of Reemployment

If you are reemployed by the Employer (or a Related Company) before distribution of your full Vested Interest in your Account has been made, distribution of your Account will be suspended until your reemployment terminates.

Required Distribution

Federal tax law requires distribution of your Account to begin no later than April 1 of the calendar year following the year in which you reach age 70-1/2 or retire, whichever is later. Special rules apply if you are a 5% owner of the Employer (see the Administrator for details).

SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS

If you terminate employment before reaching age 55 and elect to receive distribution of your Account before reaching age 59-1/2, you may be subject to a 10% penalty tax on your distribution. The penalty tax does not apply to amounts that are rolled over to another eligible retirement program. You should consult your own tax advisor to determine whether this tax applies to you.

If you receive distribution of your Roth 401(k) Contributions, Designated Roth Rollover Contributions or In-Plan Roth Rollover Contributions fewer than 5 years after you first made Roth 401(k) Contributions to the Plan, first converted funds through an In-Plan Roth Rollover Contribution or if you made a Designated Roth Rollover Contribution, the date you first made Roth contributions to the other plan, whichever is earliest, the earnings on your Roth 401(k) Contributions, Designated Roth Rollover Contributions or In-Plan Roth Rollover Contributions will be taxable. (The 5-year period is counted from January 1 of the year in which you made the contribution.) In addition, if distribution of your Roth 401(k) Contributions, Designated Roth Rollover Contributions or In-Plan Roth Rollover Contributions is made to you before you reach age 59-1/2 or become disabled, the earnings on your Roth 401(k) Contributions, Designated Roth Rollover Contributions or In-Plan Roth Rollover Contributions will be taxable. For this purpose, you are considered disabled if you are unable to engage in **any** substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in your death or to be of long-continued and indefinite duration.

DISTRIBUTION TO YOUR BENEFICIARY

If you die before distribution of the full Value of your Account has been made to you, distribution of your Account will be made to your Beneficiary as soon as reasonably practicable following the date your Beneficiary requests distribution.

Unless distribution of your Account is to be made to your Beneficiary by purchase of an annuity contract from an insurance company or in a series of installment payments, federal tax law requires distribution to your Beneficiary to be made in full no later than the end of the fifth calendar year beginning after your death or, if your Beneficiary is your Spouse, the end of the calendar year in which you would have reached age 70-1/2, if later.

If distribution of your Account is to be made to your Beneficiary by purchase of an annuity contract from an insurance company or in a series of installment payments, federal tax law requires distribution to your Beneficiary to begin:

- if your Beneficiary is your Spouse, no later than the end of the first calendar year beginning after your death or the end of the calendar year in which you would have reached age 70-1/2, whichever is later; or
- if your Beneficiary is someone other than your Spouse, no later than the end of the first calendar year beginning after your death.

Your Spouse may only delay distribution under the federal tax law requirements described above if your Spouse is your sole Beneficiary. Generally, your Spouse is your sole Beneficiary only if (1) your Spouse is entitled to your full Account or a segregated portion of your Account and (2) no other Beneficiary is entitled to any portion of your Spouse's interest unless your Spouse dies before receiving full distribution of that interest.

CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION

If the Value of your Vested Interest in your Account is \$5,000 or less, your Account will be "cashed out" by distributing your Vested Interest in your Account in a single-sum payment or by direct rollover to an IRA or other eligible retirement plan as soon as reasonably practicable following the date your employment terminates. Your Account will be cashed out even if you do not consent to the distribution.

If the Value of your Vested Interest in your Account is more than \$5,000, distribution of your Account cannot be made before your Normal Retirement Date without your written consent. If you are married, your Spouse must also consent to the distribution of amounts attributable to prior money purchase pension plan contributions, unless distribution is to be made in the form of a qualified joint and survivor annuity (as described in an Addendum to this summary).

AUTOMATIC ROLLOVERS

If the Value of your Vested Interest in your Account is \$5,000 or less, the Administrator will notify you of the cash out rules and give you the opportunity to elect whether to (1) receive payment yourself or (2) have the payment rolled over directly to the IRA or other eligible plan that you select. If you do not make an election within the period prescribed by the Administrator, tax rules require that your Vested Interest in your Account be rolled over directly to an IRA maintained by a provider selected by your Employer (an "automatic rollover IRA").

The automatic rollover rules only apply to you if the Value of your Vested Interest in your Account is more than \$1,000. If the Value of your Vested Interest is \$1,000 or less, and you do not make an election, payment will be made directly to you.

You are the beneficial owner of any automatic rollover IRA established for you. The automatic rollover IRA must initially be invested in products that are designed to preserve principal (the amount of the initial investment) and provide a reasonable rate of return, consistent with retaining liquidity (so that you can change investments readily). Examples of this kind of investment product are money market funds and certificates of deposit. As the IRA owner, you will be able to change your future investments.

All fees and expenses of maintaining the automatic rollover IRA will be paid directly from your IRA. For more information regarding automatic rollover IRAs, contact the Administrator.

FORM OF PAYMENT

FORM OF PAYMENT TO YOU

Distribution of the portion of your Account that is attributable to prior money purchase pension plan contributions is subject to different rules that are described in the Addendum. You should review the Addendum for the additional forms of payment available to you.

- **Single-sum payment:** Distribution of your Account will be made in one payment.
- **Installment payments:** Distribution of your Account will be made in a series of installment payments over the period you specify. Under federal law, however, the maximum period over which installment payments may be paid cannot exceed your life expectancy or the joint life expectancies of you and your Beneficiary. Installment payments will be made in reasonably equal amounts, except as necessary to reflect increases or decreases in the Value of your Account. However, subject to the requirements of federal law, you may modify the rate and amount of your installment payments at any time.
- **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA (including a Roth IRA) or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a 20% mandatory federal income tax withholding applies to the distribution. You may not elect a direct rollover if the total value of any distribution is less than \$200 or with respect to a portion of a distribution eligible for rollover if the value of such portion is less than \$500. All or any portion of a distribution from your Account is eligible for rollover except:
 - any minimum distribution that is required under federal tax law;
 - any distribution that is one of a series of installment payments made over your life, the life of you and your Beneficiary, or for a specified period of 10 or more years; and
 - any hardship withdrawal.

FORM OF PAYMENT TO YOUR BENEFICIARY

Distribution of the portion of your Account that is attributable to prior money purchase pension plan contributions to your Beneficiary is subject to different rules that are described in the attached Addendum. You should review the Addendum for the forms of payment available to your Beneficiary.

If you die before distribution of your Account is made, your Beneficiary may elect among the same forms of payment that are available to you. If you die after distribution of your Account has begun in a series of installment payments, but before distribution of the full Value of your Vested Interest in your Account is made, installment payments will continue to your Beneficiary after your death.

If your Beneficiary receives distribution in a single-sum payment or in installments over a period of less than 10 years, your Beneficiary may also elect a direct rollover. If your Beneficiary is your Spouse or a former Spouse, he or she may roll over the distribution to an IRA (including a Roth IRA) or to any other eligible plan. Your non-Spouse Beneficiary may only roll over the distribution to an IRA (including a Roth IRA) that is treated as an inherited IRA for required distribution purposes.

YOUR BENEFICIARY UNDER THE PLAN

Beneficiary if You Have No Spouse

You may designate a Beneficiary to receive distribution of your Account if you die. Unless your marital status changes, your Beneficiary will not change until you designate a different Beneficiary. To designate a Beneficiary or change a prior designation, you must contact the Administrator.

Beneficiary if You Have a Spouse

If you have a Spouse, special rules apply to your designation of a Beneficiary for the portion of your Account that is attributable to prior money purchase pension plan contributions. These rules are described in the attached Addendum.

If you have a Spouse, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary with your Spouse's consent. To designate a non-Spouse Beneficiary or change a prior designation, you must contact the Administrator.

Effect of Marriage on Prior Beneficiary Designation

If you designate a non-Spouse Beneficiary and then get married, your prior Beneficiary designation will be ineffective.

Effect of Divorce on Prior Beneficiary Designation

If your Spouse is your Beneficiary under the Plan and you get divorced, your Spouse will cease to be your Beneficiary on the date of the final divorce or similar decree or order, unless either (i) you re-designate your former Spouse as your Beneficiary or (ii) your former Spouse is designated as your Beneficiary under a qualified domestic relations order. If your Spouse is designated as your Beneficiary under a qualified domestic relations order, he or she will be treated as your Beneficiary only to the extent required under the order.

Beneficiary Where There is No Designated Beneficiary

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse, your surviving children in equal shares, or if you have no surviving children, your estate.

SPOUSAL CONSENT

If you make an election that requires your Spouse's consent, your Spouse's consent must acknowledge the effect of providing the consent and must be witnessed by a Plan representative or a notary public. Your Spouse's written consent will not be required if you make a good faith attempt to find your Spouse and your Spouse cannot be located, you have a court order stating that you are legally separated from your Spouse, or you have a court order stating that your Spouse has abandoned you.

ERISA CLAIMS PROCEDURES

The procedures in this section of the booklet apply if you file (or your Beneficiary files) a claim for benefits with the Administrator.

INITIAL RESPONSE TO CLAIM

Unless additional time is required, the Administrator (or other fiduciary responsible for reviewing claims) will notify you in writing regarding your claim within 90 days of the date your claim was received. If special circumstances require an extension of the 90-day review period, you will be notified. In no event will the initial period for reviewing your claim exceed 180 days.

CLAIM DENIAL

If your claim is denied, the Administrator's notice will include all of the following:

- the specific reason(s) for the denial;
- identification of the Plan provisions that support the denial;
- any additional information needed to complete your application and an explanation of why it is needed; and
- information on how to have your claim reviewed.

REVIEW OF ADMINISTRATOR'S DECISION

If you disagree with a decision made by the Administrator regarding a claim under the Plan, you have the right to ask the Administrator for a review of its decision. You should contact the Administrator within 60 days of the date on which you receive notice of denial of the claim. A request for review must contain all of the following information:

- the date you received notice of denial of your claim and the date your request for review is filed;
- the specific part of the claim you want reviewed;
- a statement describing why you think the decision should be reversed; and
- any written material that you think is pertinent to your claim and that you want the Administrator to examine.

Unless additional time is required, the Administrator (or other fiduciary responsible for reviewing claims) will review the denial of your claim and notify you in writing of its final decision, within 60 days of the filing of your request. If additional review time is needed, you will be notified. In no event will the review period exceed 120 days.

If your claim is denied on review, the notice will include all of the following:

- the specific reason(s) for the denial;
- identification of the Plan provisions that support the denial;
- a statement that you are entitled to receive reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;
- information on any voluntary appeal procedures; and
- a statement of your right to bring a civil action under ERISA.

SPECIAL RULES APPLICABLE TO DISABILITY CLAIMS

If you are claiming a benefit under the Plan that is contingent on a determination that you are Disabled, you will receive a written response within 45 days, rather than 90 days. If special circumstances require an extension, the Administrator (or other fiduciary responsible for reviewing claims) will notify you within the 45-day processing period that additional time is needed. The notice will specify the circumstances requiring the extension and the date a decision can be expected. The extension notice will also:

- explain the standards for approving a disability claim;
- state the unresolved issue(s) that prevent the Administrator from reaching a decision; and

- describe any additional information needed to resolve the issue(s).

If the Administrator requests you to provide additional information so it can process your claim, you will have at least 45 days in which to provide the information. Otherwise, the initial extension cannot exceed 30 days.

If circumstances require further extension, the Administrator will again notify you, this time before the end of the initial 30-day extension. The notice will state the date a decision can be expected. In no event will a decision be postponed beyond an additional 30 days after the end of the first 30-day extension.

If your disability claim is denied, the Administrator's notice will include the following in addition to the information in **CLAIM DENIAL**:

- if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, that a copy of the provision is available upon request, free of charge; and
- if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion) that an explanation of the scientific or clinical judgment applying the exclusion or limit is available upon request, free of charge.

You may request a review of the Administrator's decision regarding your disability claim within 180 days, rather than 60 days. The review must be conducted by a Plan fiduciary different from the fiduciary who originally denied your claim. This fiduciary also cannot be subordinate to the fiduciary who originally denied your claim.

If the original denial of your claim was based on a medical judgment, the reviewing fiduciary must consult with an appropriate health care professional who was not consulted on the original claim and who is not subordinate to someone who was.

The review must identify the medical or vocational experts consulted on the original claim. You may request, in writing, a list of those medical or vocational experts.

You will receive notice of the reviewing fiduciary's final decision regarding your disability claim within 45 days, rather than 60 days, of your request. If your disability claim is denied, the notice will include the following in addition to the information in **CLAIM DENIAL**:

- if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, that a copy of the provision is available upon request, free of charge;
- if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion) that an explanation of the scientific or clinical judgment applying the exclusion or limit is available upon request, free of charge; and
- the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

BRINGING A CIVIL ACTION UNDER ERISA

If your claim is denied and you want to bring a civil claim under ERISA, you must file your claim within 1 year of the date you receive a final adverse determination of your claim on review. If you do not pursue or exhaust the claims review procedures under the Plan, the 1-year period runs from the date you would allegedly have become entitled to the benefit you are claiming.

You cannot bring a civil claim under ERISA unless you have first exhausted your remedies under the Plan. This means that before filing you must have (1) submitted a timely claim for benefits under the Plan, (2) received notice that your claim was denied, (c) filed a written request for review of your claim, as described in **REVIEW OF ADMINISTRATOR'S DECISION**, and (d) received an adverse benefit determination on review.

AMENDMENT AND TERMINATION OF THE PLAN

PLAN AMENDMENT

The Sponsor reserves the right to amend the Plan, either prospectively or retroactively.

PLAN TERMINATION

The Sponsor reserves the right to terminate the Plan at any time. Under federal law, if all contributions under the Plan cease, the Plan will be deemed to have terminated. In addition, an Employer may withdraw from the Plan at any time. If an Employer withdraws from the Plan, the Employer will determine whether the withdrawal should be treated as a termination of the Plan with respect to its employees.

If the Plan is terminated, you will be 100% vested in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account and distribution of your Account will be made as permitted under federal law.

MISCELLANEOUS INFORMATION

PLAN BOOKLET DOES NOT CREATE EMPLOYMENT CONTRACT

The only purpose of this booklet is to provide you with information about the benefits available under the Plan. The booklet is not intended to create an employment contract between you and your Employer (or Related Company). Nothing in this booklet should be construed as a limitation on your right or your Employer's right to terminate your employment at any time, with or without cause.

NO GUARANTEES REGARDING INVESTMENT PERFORMANCE

The Plan fiduciaries and functionaries handling Plan assets (including the Sponsor, the Employer, the Investment Fiduciary, the Administrator, and the Trustee) do not guarantee any particular investment gain or appreciation on your Account nor guarantees your Account against investment losses or depreciation.

IF CIRCUMSTANCES REQUIRE DELAY OF A WITHDRAWAL

All withdrawals may be delayed by the Insurance Company under certain circumstances. A description of these situations may be obtained from the Administrator. Regardless of the circumstances, there will be no delay in payment in cases of death, retirement, termination of employment, or becoming disabled.

TRANSFERS FROM THE GIBRALTAR GUARANTEED FUND MAY BE LIMITED

Under certain circumstances, the amount transferred from the Gibraltar Guaranteed Fund to other investment funds may be limited by the Insurance Company. Please see the Administrator for further information on transferring funds from the Gibraltar Guaranteed Fund.

PAYMENT OF ADMINISTRATIVE EXPENSES

Generally, the expenses of administering the Plan are paid by the Employer. If the Plan holds forfeited amounts, administrative expenses may be paid with such forfeitures.

QUALIFIED DOMESTIC RELATIONS ORDERS

Generally, federal law prohibits payment of your Account to someone other than you, unless you have died. An exception to this rule is made for qualified domestic relations orders. A qualified domestic relations order may require that a portion of your Account be paid to someone other than you or your Beneficiary.

"Qualified domestic relations orders" are court judgments, decrees, etc. that pertain to child support, alimony, or marital property and that meet specific legal requirements. The Administrator has procedures for determining whether a court judgment or decree meets the specific legal requirements to be a qualified domestic relations order. You or your Beneficiary may obtain, without charge, a copy of these procedures from the Administrator.

MILITARY LEAVE

If you return to employment following a military leave, you may be entitled to benefits under the Plan for the period that you were absent from employment. You should consult the Administrator for information regarding Plan benefits during military leave.

If you die while absent from employment with the Employer or a Related Company because of "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be treated for purposes of the Plan as if you died while employed by the Employer (or Related Company). However, no additional contributions will be made to your Account.

If you become disabled while absent from employment with the Employer or a Related Company because of "qualified" military service and cannot return to active employment, your Employer will make Employer Contributions to your Account as if you had returned to employment on the date you became disabled. In addition, during the period specified by the Administrator, you will be permitted to make 401(k) Contributions for your period of military leave up to the maximum amount you would have been permitted to contribute if you had actually returned to employment immediately before your disability date. The amount of any Matching Contributions to be made on your behalf for your military leave will be determined based on the actual 401(k) Contributions you make for such period.

RETURN OF CONTRIBUTIONS TO YOUR EMPLOYER

If your Employer makes a contribution to your Account by mistake or if your Employer cannot deduct a contribution made to the Plan on its tax return, that contribution will be returned to your Employer in accordance with federal law.

TOP-HEAVY PROVISIONS

Federal law requires that the Plan contain certain provisions that become effective only if the Plan becomes top-heavy. The Plan will become "top-heavy" if the aggregate Value of Accounts for certain officers and shareholders is 60% or more of the Value of all assets held under the Plan. If the Plan becomes top-heavy, specific minimum vesting and minimum benefits provisions become effective. If the Plan becomes top-heavy, the Administrator will notify you and give you additional details regarding these provisions.

LIMITATIONS ON CONTRIBUTIONS

As described in **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**, federal law limits the dollar amount of 401(k) Contributions that you can make each calendar year. For 2017, the maximum contribution amount is \$18,000.

If you are a Highly Compensated Employee, federal law also limits the amount of 401(k) Contributions you may make to the Plan compared to the contributions made to the Plan for employees who are not Highly Compensated Employees. If the Administrator determines that contributions for Highly Compensated Employees would impermissibly exceed the contributions for other employees, it may adjust the amount of 401(k) Contributions that would otherwise be made for Highly Compensated Employees.

In addition, total contributions to the Plan are subject to annual limitations under federal law. Your Employer is required to restrict total contributions to the Plan so they do not exceed the annual limitation.

If you will be age 50 or older by the end of the year, you may make Catch-Up 401(k) Contributions that exceed any of the above limits. The total amount of your Catch-Up 401(k) Contributions cannot exceed the Catch-Up Limit for the year.

MORE THINGS YOU SHOULD KNOW

Contributions you make to the Plan and contributions your Employer makes for you are held for the exclusive benefit of you and your Beneficiaries.

If your employment terminates with your Employer (and all Related Companies) before you are fully vested in your Account, you will lose the non-vested portion of your Account.

Because the Plan assets are held in individual Accounts and are never less than the total benefits payable to participants, no insurance of benefits by the Pension Benefit Guaranty Corporation under Title IV of ERISA is necessary or available. The Plan is subject, however, to the applicable provisions of Title I of ERISA (protection of employee benefit rights) and Title II of ERISA (amendments to the Internal Revenue Code relating to retirement plans).

YOUR RIGHTS UNDER THE PLAN

The Plan is covered by ERISA, which was designed to protect employees' rights under benefit plans. As a participant in the Plan, you should know as much as possible about your Plan benefits.

RIGHT TO INFORMATION

You are entitled to:

- Examine, without charge, at the Administrator's office during normal business hours and at other specified locations, such as worksites and union halls, copies of 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 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 Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary at no charge.
- Receive a quarterly statement of your benefits under the Plan, and, if you are not fully vested, the earliest date on which you will have a nonforfeitable right to such benefits. The statement must include a description of any limitations or restrictions on your ability to direct investment of your Account.
- Obtain information as to whether a particular employer has adopted the Plan and, if so, the employer's address, upon written request addressed to the Administrator.
- Receive a written explanation with respect to any denied benefit claim regarding the reasons for such denial and the steps that must be taken in order to have such denial reviewed.

PRUDENT ACTIONS BY FIDUCIARIES

In addition to creating rights for employees participating in the Plan, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people are called "fiduciaries" and have a duty to act prudently and in the best 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 benefit or exercising your rights under ERISA.

ENFORCING YOUR RIGHTS

If your claim for a benefit is denied in whole or in part, you have a right to know why this was done, to obtain copies (without charge) of documents relating to the decision, and to appeal any denial, all within certain time schedules. See **ERISA CLAIMS PROCEDURES**.

Under ERISA, there are steps you can take to enforce your rights under the Plan. For example, if you request a copy of Plan documents or the latest annual report for the Plan and you do not receive them within 30 days, you have the right to file suit in federal court. In such a case, a court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not provided for reasons outside the Administrator's control. 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. However, you cannot bring an action at law or in equity unless you have exercised your appeal rights (see **ERISA CLAIMS PROCEDURES**) and your benefits requested in the appeal have been denied in whole or in part. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If you believe a Plan fiduciary has misused Plan funds, 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.

After deciding your case, 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 the court finds your claim to be frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions, you should contact the Administrator at the address indicated in **PLAN IDENTIFICATION INFORMATION** at the front of this booklet. If you have any questions about this statement or

about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you may 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.

GLOSSARY

Account	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
Administrator	The fiduciary responsible for the administration of the Plan.
After-Tax Contribution	Any contribution you elected to make to your Account on an after-tax basis or you made to another plan on an after-tax basis that was transferred to your Account. Although your After-Tax Contributions are taxed before contributed, any earnings on them accumulate tax-free until they are distributed to you under the terms of the Plan.
Beneficiary	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
Break in Service	A Vesting Service crediting period in which you complete no more than 500 Hours of Service.
Catch-Up 401(k) Contribution	Any 401(k) Contribution that you make to the Plan for any year (beginning with the year you reach age 50) that exceeds an applicable limit by no more than the Catch-Up Limit in effect for the year.
Catch-Up Limit	The maximum amount by which your Catch-Up 401(k) Contributions for a particular year may exceed the limitations applicable to 401(k) Contributions for the year. The Catch-Up Limit for 2017 is \$6,000. The IRS may adjust this limit for future years.
Compensation	<p>The compensation from your Employer that is taken into account in determining the amount of contributions that you or your Employer can make to your Account.</p> <p>Your Compensation for any period means your wages, salaries, fees for professional service, bonuses, overtime, and all other amounts received for personal services actually rendered in the course of employment with your Employer paid to you for such period for services as a Covered Employee, but excluding (i) contributions made by your Employer to a plan of deferred compensation to the extent that, before application of the limitations of Code Section 415 to such plan, the contributions are not includible in your gross income for the taxable year in which contributed and contributions made by your Employer (whether or not pursuant to a salary reduction agreement) towards the purchase of an annuity described in Code Section 403(b) (whether or not the amounts are excludable from your gross income), (ii) contributions made by your Employer to a simplified employee pension described in Code Section 408(k), (iii) any distributions from a plan of deferred compensation (except amounts received pursuant to an unfunded non-qualified plan in the year such amounts are includible in your gross income), (iv) amounts received from the exercise of a non-qualified stock option or when restricted stock you hold becomes freely transferable or is no longer subject to substantial risk of forfeiture, (v) amounts received from the sale, exchange or other disposition of stock acquired under a qualified or incentive stock option, and (vi) any other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in your gross income), and (vii) contributions made by your Employer (whether or not pursuant to a salary reduction agreement) towards the purchase of an annuity</p>

described in Code Section 403(b) (whether or not the amounts are excludable from your gross income).

Compensation includes the following:

- 401(k) Contributions you make to the Plan, amounts that you contribute on a pre-tax basis to a cafeteria plan (or that the Employer contributes on your behalf unless you elect to receive cash instead), and amounts you contribute as salary reduction contributions to a 403(b) account, or other plan.
- pay you receive after your termination of employment for your services before termination, including your regular pay and, if otherwise included in Compensation, overtime, differential pay, etc., provided payment is made before the later of 2-1/2 months following termination or the end of the year in which termination occurs.
- pay you receive after termination of employment for accrued vacation or other leave, provided payment is made before the later of 2-1/2 months following termination or the end of the year in which termination occurs.
- deferred compensation you receive from a non-qualified plan after termination of employment, provided payment is made before the later of 2-1/2 months following termination or the end of the year in which termination occurs **and** you would have received the payment even if your employment had continued.

Notwithstanding the foregoing, Compensation does not include the following:

- differential pay you receive from the Employer for periods you are absent because of military service.
- transportation fringe benefits you receive from your Employer that are excluded from your taxable gross income.
- per diem amounts.
- wellness and safety incentives.

Legal rules limit the Compensation that may be included under the Plan each year. For 2017, the maximum amount is \$270,000. (The IRS may adjust this limit for future years.)

Covered Employee

You are employed by the Employer (or Related Company) in a job category and at a location that is covered by the Plan. Only employees who are Covered Employees may make and receive contributions under the Plan.

Designated Roth Rollover Contributions

A Rollover Contribution that consists of designated Roth contributions you made to another plan or annuity contract and/or earnings on those contributions.

Disabled

You have a mental or physical condition that is likely to result in death or is expected to be of long-continued or indefinite duration and that prevents you from continuing in employment with your Employer (or Related Company). You are Disabled only if you meet one or more of the following criteria:

- you are eligible for Social Security disability payments.
- you are eligible for benefits under the Employer's long-term disability program.

- the Administrator determines you are disabled based on a written certificate of a physician acceptable to it.

Early Retirement Date

The later of the date you attain age 55 or the date you complete 3 years of Vesting Service. Your Vested Interest in Employer Contributions is 100% after your Early Retirement Date.

Eligibility Service

The service credited to you that is used for determining whether you are eligible to participate in the Plan.

Employer

A company that participates in the Plan. The term "Employer" includes the Sponsor and any Related Company that has adopted the Plan with the Sponsor's consent. The Administrator can provide you with a list of the adopting Employers. The companies that participate in the Plan are referred to collectively in this booklet as "the Employer."

Employer Contribution

Any contribution that your Employer makes to your Account.

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

401(k) Contribution

Any contributions you make to the Plan as provided in your salary reduction election.

Highly Compensated Employee

An employee who is treated as highly compensated for purposes of the federal tax law governing retirement plans. Generally, you may be a Highly Compensated Employee if you are a 5% owner in the current or preceding year or you were paid more than the applicable limit set by the federal government during the preceding year and are in the top-paid 20% of employees. For 2016 (the look back year used to determine who is a Highly Compensated Employee for 2017), this limit is \$120,000. If you are concerned that you may be a Highly Compensated Employee, you should consult the Administrator.

Hour of Service

Each hour that is used for determining your Vesting Service and your Eligibility Service.

An Hour of Service is each hour for which you are paid or entitled to be paid by the Employer, a Predecessor Employer, or a Related Company and includes your time at work, vacations, holidays, paid sick days, jury duty, military duty, approved leaves of absence, and certain maternity and paternity leaves of absence. However, no more than 501 Hours of Service will be used to determine your service for any period for which you are not actually working, unless you are absent because of military duty and you return to employment while your reemployment rights are protected under federal law.

Notwithstanding any other provision of the Plan to the contrary, if your Employer does not maintain records that accurately reflect your actual hours of your service or for ease of administration, hours may be credited using equivalencies prescribed by the Department of Labor that credit a specified number of hours for a day, week, month, etc.

In-Plan Roth Rollover Contribution

Any amount held in your Account that you elect to convert to a Roth 401(k) Contribution as described in detail in **YOUR CONTRIBUTIONS: IN-PLAN ROTH ROLLOVER CONTRIBUTIONS**.

Insurance Company	Prudential Retirement Insurance and Annuity Company.
Investment Fiduciary	The fiduciary responsible for determining the investment options available under the Plan.
Matching Contribution	Any Employer Contribution your Employer makes to your Account because of your 401(k) Contributions to the Plan, as described in detail in EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS .
Nonelective Contribution	Any Employer Contribution made to the Plan by your Employer that is not contingent on your contributions, as described in detail in EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS .
Normal Retirement Date	The date you are entitled to retire with full benefits. Your Normal Retirement Date is the date you reach age 62.
Plan	The Colas Inc. and Subsidiaries 401(k) Savings Plan.
Plan Year	The period on which the Plan's records are kept. The Plan Year is the 12-month period beginning each January 1st.
Pre-Tax 401(k) Contribution	Any 401(k) Contribution made to the Plan on a before-tax basis.
Predecessor Employer	<p>Any company that is a predecessor to the Employer, under federal tax rules, provided the Employer maintains a Plan of that company.</p> <p>In addition, the following companies are treated as Predecessor Employers for the purposes indicated below:</p> <ul style="list-style-type: none"> • Intermountain Construction & Materials and Hills Material Company, but with respect only to employees of such employers who, as a result of the asset transfer, become Covered Employees on the date the deal closes, but not later than December 31, 2015. • Willits Company, Inc., but with respect only to employees of such employer who, as a result of the asset transfer, become Covered Employees on the date the deal closes, but not later than June 17, 2016.
Prevailing Wage Law Contribution	Any contribution your employer made on your behalf to comply with federal, state, or municipal prevailing wage laws or with the Davis-Bacon Act.
Prior Employer Contribution	Any Nonelective Contribution your employer made to the Plan on your behalf before January 1, 2007, under Plan provisions that are no longer in effect.
Prior Southwest Iron Works, LLC Matching Contribution	Any matching contribution transferred to the Plan from the Southwest Iron Works, LLC Retirement Plan in connection with the plan merger effective March 1, 2011.

Prudential Retirement's Internet Site

The Internet service where, among other services, participants have access to view a 90-day account history, transfer between investment funds, change contribution percentages, check investment performances and project their investments. You can access Prudential Retirement's Internet site at www.Prudential.com/online/retirement.

Qualified Nonelective Contributions

Any Nonelective Contribution that can be used to satisfy federal limitations on 401(k) and Matching Contributions of Highly Compensated Employees, as described in detail in **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.

Related Company

Any company or business that is considered to be related to an Employer under federal tax law.

Rollover Contribution

Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.

Roth 401(k) Contribution

Any 401(k) Contribution you made to the Plan that is taxable under federal law for the year in which contributed, but is not taxable upon distribution from the Plan. If certain conditions are met, earnings on Roth 401(k) Contributions are also not taxable upon distribution from the Plan.

Safe Harbor Matching Contribution

Any Matching Contribution that meets federal tax law requirements so that the Employer does not have to apply limitations on the 401(k) Contributions of Highly Compensated Employees, as described in detail in **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.

Sponsor

The company that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is Colas Inc.

Special Company Nonelective Contribution

Any Nonelective Contribution made to the Plan by your Employer as described in detail in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Spouse

The person to whom you are legally married in accordance with the laws of the State, Commonwealth, or foreign country in which the marriage was celebrated.

Trustee

The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Sponsor.

Value

The monetary worth of the contributions and investment earnings and losses on such contributions in your Account.

Vested Interest

The percentage of the Value of your Account that you are entitled to receive upon distribution.

Vesting Service

The service credited to you that is used for determining your Vested Interest in the Value of the following contributions:

- Standard Nonelective Contributions.
- Prior Nonelective Contributions.
- Prior Southwest Iron Works, LLC Matching Contributions.

ADDENDUM RE: FORM OF PAYMENT

FORM OF PAYMENT TO YOU

If you had prior money purchase pension plan contributions transferred to the Plan, in addition to the other forms of payment available to you (as described in **FORM OF PAYMENT: FORM OF PAYMENT TO YOU**), you may receive distribution of amounts attributable to those money purchase plan contributions in the form of an annuity as described below. The provisions of this Addendum apply only to the portion of your Account attributable to prior money purchase pension plan contributions. Any reference to your Account in this Addendum means the portion of your Account attributable to prior money purchase pension plan contributions.

- **Annuity contract:** Distribution of your Account will be made to you through the purchase of an annuity contract from an insurance company. You may elect any form of annuity available from an insurance company. Under federal law, the maximum period over which an annuity may be paid cannot exceed your life or the joint lives of you and your Beneficiary.
- **Normal form of annuity:** Unless you elect another form of payment, distribution will be made to you in the normal annuity form. If you have a Spouse, your Spouse must consent to your election of a form of payment other than the normal annuity form.
 - The normal form if you do **not** have a Spouse is a **single life annuity** (payments are made to you for life and end at your death).
 - The normal form if you **do** have a Spouse is a **100% qualified joint and survivor annuity** (payments are made for your life and, if your Spouse to whom you were married when payments started survives you, payments equal to 100% of what you were receiving continue to your Spouse for life).

FORM OF PAYMENT TO YOUR BENEFICIARY

Distribution to your Beneficiary of the portion of your Account that is attributable to prior money purchase pension plan contributions is subject to the qualified preretirement survivor annuity requirements described below.

- **Qualified preretirement survivor annuity:** If you have a Spouse and you die before any distribution of your Account is made, distribution of your Account will be made to your Spouse through the purchase of a qualified preretirement survivor annuity from an insurance company. A "qualified preretirement survivor annuity" is an annuity payable for the life of your Spouse.

Your Spouse may elect instead to have distribution made in one of the other forms of payment available to Beneficiaries under the Plan.

You may designate a person other than your Spouse to receive distribution of your Account. If your designation is made before the first day of the Plan Year in which you either reach age 35 or your employment terminates with your Employer and all Related Companies, whichever is earlier, your designation will become ineffective on the first day of the Plan Year in which you reach age 35 and you will have to make a new designation or your Account will once more be payable to your Spouse as a qualified preretirement survivor annuity. Your Spouse must consent to your designation.

YOUR BENEFICIARY UNDER THE PLAN

If you are married, designation of a Beneficiary for the portion of your Account that is attributable to prior money purchase pension plan contributions is subject to the special rules below.

Beneficiary if You Have a Spouse

If you have a Spouse, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary with respect to the portion of your Account that is payable as a qualified preretirement survivor annuity in accordance with the rules described in **FORM OF PAYMENT: FORM OF PAYMENT TO YOUR BENEFICIARY** above. To designate a non-Spouse Beneficiary or change a prior designation, you must contact the Administrator.

ADDENDUM RE: MERGED PLAN PROVISIONS

Simon Contractors 401 (k) Savings Plan Merger:

The following provisions of the Simon Contractors 401 (k) Savings Plan (the "merged plan") that were in effect before December 31, 2007 (the "merger date") will continue to apply your Account if you had an account under the "merged plan" before the "merger date":

1. Early Retirement Date means the date a Participant attains age 55.

Barrett Retirement and 401(k) Savings Plan Merger:

The following provisions of the Barrett Retirement and 401(k) Savings Plan (the "merged plan") that were in effect before January 1, 2017 (the "merger date") will continue to apply your Account if you had an account under the "merged plan" before the "merger date":

1. For Participants hired prior to May 1, 1982, "Early Retirement Date" means age 55.
2. A Participant's prior voluntary employee contributions Sub-Account will be available for in-service withdrawal at any time.
3. If the Participant had 60 months of participation and his or her account under the merged plan included assets attributable to prior employer contributions contributed prior to January 1, 1995, such assets shall be available for in-service withdrawal at the end of each plan year.
4. If the Participant has attained age 59 1/2 and his or her Account includes assets attributable to merged prior employer contributions, other than prior money purchase pension plan contributions, such assets shall be available for in-service withdrawal upon the attainment of age 59 1/2.
5. If a Participant's account under the merged plan included any assets attributable to employer contributions made to the Barrett Paving Materials, Inc. Pension Plan, the Participant's vested interest in such assets will be determined under a 5-year cliff schedule (less than 5 years of Vesting Service, 0%, 5 or more years of Vesting Service 100%); provided, however, that a Participant's vested interest in such assets shall be 100% without regard to the Participant's years of Vesting Service if such Participant is employed by an Employer or a Related Company upon his or her Normal or Early Retirement Date or on the date he or she dies or becomes Disabled.
6. If a Participant transferred from employment covered under the I.A. Construction Corp. 401(k) Retirement Savings Plan (the "I.A. Plan"), instead of the ages requirement otherwise applicable under the merged plan or the Plan, the age requirement applicable to an Employee who would have been covered under the I.A. Plan to become an Eligible Employee under the merged plan or the Plan shall be age 19.
7. Effective January 1, 2016, a Covered Employee who is a member of Operating Engineers Local 17 (Lippert) shall participate in the Plan on the same basis as a non-union Covered Employee; provided, however, that such a Covered Employee shall be treated as a collectively-bargained employee as provided in the Plan document.
8. Covered Employees who are members of Local 265 are eligible to make 401(k) Contributions, but are not eligible to receive Safe Harbor Matching Contributions.

Delta Companies Employees Retirement & 401(k) Plan Merger:

The following provisions of the Delta Companies Employees Retirement & 401(k) Plan (the "merged plan") that were in effect before January 1, 2004 (the "merger date") will continue to apply your Account if you had an account under the "merged plan" before the "merger date":

1. A Participant's "Normal Retirement Date" means the later of (i) his or her attainment of age 60 or (ii) completion of 5 years of participation; provided, however, that in no event shall a Participant's Normal Retirement Date be later than the later of (A) his or her attainment of age 65 or (B) the 5th anniversary of the date he or she commenced participation in the merged plan.

2. A Participant's vested interest in the portion of his or her Account attributable to prior company retirement contributions made to the merged plan prior to January 1, 1995 and prior pension plan contributions made to the merged plan prior to December 31, 2001 under a 3-7 year graded vesting schedule (< 3 years of Vesting Service = 0%; 3 < 4 years of Vesting Service = 20%; 4 < 5 years of Vesting Service = 40%; 5 < 6 years of Vesting Service = 60%; 6 < 7 years of Vesting Service = 80%; 7 or more years of Vesting Service 100%); provided, however, that a Participant's vested interest in such assets shall be 100% vested without regard to the Participant's years of Vesting Service if such Participant is employed by an Employer or a Related Company upon his or her Normal Retirement Date or on the date he or she dies or becomes Disabled.

Strawser Retirement and 401(k) Savings Plan Merger:

The following provisions of the Strawser Retirement and 401(k) Savings Plan (the "merged plan") that were in effect before January 1, 2017 (the "merger date") will continue to apply your Account if you had an account under the "merged plan" before the "merger date":

1. A Participant's vested interest in the portion of his or her Account attributable to prior employer contributions that were merged into the Plan shall be at all times 100%.

HRI, Inc. Supplemental Retirement Plan Merger:

There are no provisions under the HRI, Inc. Supplemental Retirement Plan (the "merged plan") that were in effect before January 1, 2017 (the "merger date") that continue to apply to any portion of your Account under the Plan after the "merger date".

ADDENDUM RE: PARTICIPANT LOAN POLICY

The Colas Inc. and Subsidiaries 401(k) Savings Plan permits loans to be made to Participants. However, before any loan is made, the Plan requires that a written loan program be established which sets forth the rules and guidelines for making Participant loans. This document shall serve as the required written loan program. In addition, the Plan Administrator may use this document to serve as, or supplement, any required notice of the loan program to Participants. All references to Participants in this loan program shall only include Participants with respect to the Plan. Furthermore, it shall only include those individuals to the extent they are "parties in interest" as defined by ERISA Section 3(14).

The Plan Administrator is authorized to administer the Participant loan program.

1. LOAN APPLICATION. All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant makes formal application in accordance with elections made by the Plan Sponsor in the administrative Services Agreement between the Plan Sponsor and the service provider ("Prudential") as follows:

- If the Loan Initiation Outsourcing Service has been selected, a Participant may apply for a loan by submitting a loan application, in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The date and time of receipt will be appropriately recorded.
- If the Participant Transaction Center Loan Service has been selected, a Participant may apply for a loan by submitting a loan application, in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The request will be reviewed and approved and/or denied by an authorized representative of the Employer by electronic means. The date and time of receipt will be appropriately recorded.
- If the Non-Automated Loan Service has been selected, a Participant may apply for a loan by submitting a duly completed loan application to the Plan Administrator or authorized plan representative that has been signed by the Participant, within the 90-day period prior to the making of the loan. If spousal consent is required, the application must be signed by the spouse and witnessed by a notary public or an authorized plan representative. An authorized plan representative must approve the loan.

A Participant who has repaid a prior Plan loan may not apply for another loan until 7 days from the date of his or her last loan payment.

2. LOAN LIMITATIONS. The Plan Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable Account balance, reduced by that portion of the Participant's Account which is excluded in determining the maximum amount of any loan, as described below. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess (if any) of (i) the Participant's highest outstanding balance of loans during the one year period ending on the day before the date on which a loan is made over (ii) the Participant's outstanding balance of loans on the date on which such loan is made.

With regard to any loan made pursuant to this program, the following rule(s) and limitation(s) shall apply, in addition to such other requirements set forth in the Plan:

- A Participant may not receive a loan from that portion of his or her Account attributable to:
 - assets previously held under a money purchase pension plan. However, such amounts are **included** in determining the maximum amount of any loan.
- The minimum loan available from the Plan is \$1,000.
- A Participant may only have one loan outstanding from the Plan. A Participant with an outstanding loan may not apply for another loan until the existing loan is paid in full and may not refinance an existing loan or obtain a second loan for the purpose of paying off the existing loan. Note that a loan

in default, including a loan that is deemed distributed, is treated as an outstanding loan for purposes of determining the number of loans outstanding to a Participant until it is repaid or actually offset against the Participant's Account balance.

- All loans made pursuant to this program will be considered a directed investment of the Participant's Account under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the Account of such Participant. The Plan also will charge the Participant's Account with expenses directly related to the origination, maintenance and collection of the note.

3. **LOAN FEES/SOURCES.** Please refer to the Participant Fee Disclosure for applicable loan initiation and maintenance fees. The Plan Administrator, as to new loans, may increase these fees by notice to or agreement with the record keeper or other party administering loans and repayments.

- The loan will be processed from all Sub-Accounts, as prescribed by the Plan Administrator, except Sub-Accounts attributable to the following: assets previously held under a money purchase pension plan Sub-Accounts. A Participant's assets previously held under a money purchase pension plan Sub-Accounts are available for determining the maximum amount available for the loan, but are not available for loan processing.

4. **TERMS OF LOAN.** Any loan under this program will bear a rate of interest equal to the prime rate charged for a loan made under similar circumstances by persons in the business of lending money plus 1%.

The Plan Administrator will require that the Participant repay the loan by agreeing to payroll deduction.

The Plan Administrator will fix the term for repayment of any loan. Generally, the term of repayment may not be greater than 5 years. However, if the loan qualifies as a Primary Residence loan, the term may be longer than 5 years. The term of repayment of a "Primary Residence loan" may not be greater than 10 years.

- Note that the amount of any loan (other than a "Primary Residence loan") not repaid within 5 years may be treated as a taxable distribution on the last day of the 5 year period, including any available cure period or if sooner, at the time the loan is in default. If a Participant extends a non-Primary Residence loan having a 5 year or less repayment term beyond 5 years, the balance of the loan at the time of the extension is deemed to be a taxable distribution to the Participant.

Loans may be prepaid in whole or in part at any time. Any such prepayment shall be made by any form approved by the Plan Administrator.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

5. **SECURITY FOR LOAN.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. The Plan will not make loans which require security other than the Participant's vested interest in the Plan. The Plan Administrator will not investigate the Participant's creditworthiness before making the loan as the loan will be treated as a directed investment of the borrower's Account.

The 50% limit is based on the Participant's full Account.

6. **FORM OF PLEDGE.** The pledge and assignment of a Participant's Account balances will be made in the manner prescribed by the Plan Administrator.

7. **MILITARY SERVICE.** If a Participant takes a leave of absence from the Employer because of service in the military and does not receive a distribution of his or her Account balances, the Plan may suspend loan repayments until the Participant's completion of military service. While the Participant is on active duty in the

United States military, the interest rate on any loan in existence before such leave shall not exceed 6%, compounded annually.

8. LEAVE OF ABSENCE/SUSPENSION OF PAYMENT. The Plan Administrator may suspend loan repayments for a period not exceeding one year which occurs during an approved leave of absence, either without pay from the Employer or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required under the terms of the loan. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.

9. PAYMENTS AFTER LEAVE OF ABSENCE. When payments resume following a payment suspension in connection with a leave of absence authorized in items 7 or 8, the Participant shall increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, over the remaining term of the loan. Further, if the Participant's loan term was not the maximum permissible, then he or she may extend the maturity date of the loan and re-amortize the payments over the remaining time of the new term. If the leave of absence was due to a Qualified Military Leave of Absence described in item 7, the revised term of the loan shall not exceed the maximum term permitted in item 4 above, augmented by the time the Participant was actually in United States Military Service.

10. DEFAULT. The Plan Administrator will treat a loan in default if any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment. If the balance of the loan is not paid at termination of employment, the remaining balance will be offset against the Participant's Account upon the earlier of (1) a partial or total distribution of the Account to the Participant or (2) expiration of the grace period.

If a Participant is still employed upon default, a deemed distribution will be declared. The amount of loan outstanding upon default will be treated as a deemed distribution and will be taxable to the Participant in the year of the default, which will result in a Form 1099-R being issued to the Participant.

A Participant who continues employment following default may (i) repay the full amount of the loan, with interest, (ii) resume current status of the loan by paying any missed payment plus interest, or (iii) if distribution is available under the Plan, request distribution of the promissory note. If the loan remains in default, when the Participant's Account is distributed, the Plan Administrator will offset the Participant's vested Account balance by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

11. ROLLOVER OF PLAN LOANS. The Plan will accept Rollover Contributions of promissory notes reflecting a plan loan. Such loans shall continue to be administered in accordance with the provisions of their promissory notes rather than in accordance with the provisions of the Plan or this Participant Loan Program.

In accordance with rules prescribed by the Plan Administrator, a Participant may elect to roll over any loan note held pursuant to the provisions of the Plan and this Participant Loan Program to another qualified retirement plan that permits such rollovers.

12. MEANING OF TERMS. Generally, capitalized terms have the meaning provided in the Summary Plan Description. The following terms, which are not defined in the Summary Plan Description, have the following meanings:

- "Participant" means an individual on whose behalf contributions were made to the Plan and who retains an Account under the Plan.
- "Primary Residence loan" means a loan used to acquire a dwelling unit that will, within a reasonable period of time, be used as the Participant's principal residence.
- "Sub-Account" means a sub-account maintained under a Participant's Account.