ACTION, INC.

401(k) PLAN

April, 2022

SUMMARY PLAN DESCRIPTION OF THE
ACTION, INC.
401(k) PLAN

The terms included on this page are used in the plan description contained on the following pages of this Summary Plan Description. This summary is intended to explain the various provisions of the Action, Inc. 401(k) Plan, but is, of necessity, simplified. Therefore, the Plan and not this summary will determine each employee's rights to benefits. A copy of the Adoption Agreement, Base Plan Document and the separate Trust Agreement, all of which these three documents in the aggregate constitute the Plan are on file with Action, Inc. and are available for review during normal business hours.

Name of Employer:	Action, Inc.
Employer Address:	P.O. Box 23069 Barling, AR 72923
Plan Number: 001	Employer I.D. Number: 71-0549568
Employer's Fiscal Year Ends:	March 31
Name of Plan:	Action, Inc. 401(k) Plan
Type of Plan:	Profit Sharing Plan with 401(k) Feature
Original Effective Date:	October 1, 1995
Effective Date of the Plan as Most Recently Amended and Restated:	January 1, 2022
Plan Year Begins: January 1	Plan Year Ends: December 31
Plan Trustee:	First National Bank of Fort Smith 602 Garrison Ave. P.O. Box 7 Fort Smith, AR 72902 (479) 788-4600
Plan Administrator and Process Agent:	Action, Inc. P.O. Box 23069 Barling, AR 72923 (479) 452-5723

The Trustee also may be served with any legal process.

SUMMARY PLAN DESCRIPTION OF THE
ACTION, INC.
401(k) PLAN

This booklet called a "summary plan description" is intended to outline briefly the various plan provisions of the Action, Inc. 401(k) Plan (the "Plan"). Should you have any questions concerning your rights under the Plan, please do not hesitate to contact the Plan Administrator who will provide you with all the information necessary to determine your rights under the Plan. You should read this "summary plan description" carefully so that you may become fully familiar with all the benefits which the Plan makes available to you. This summary plan description is designed to explain the terms of the Plan Adoption Agreement, Base Plan Document and the separate Trust Agreement (sometimes referred to as the "Action, Inc. 401(k) Trust") all of which these three documents together constitute the Plan. However, if there is a conflict between this summary and the formal Plan Documents, the terms of the Plan documents will control. Copies of the Plan documents are held by the Plan Administrator and are available to any employee for inspection.

The Plan was initially established as of October 1, 1995. The most recent amendments to the Plan, which are in the form of a complete amendment and restatement, are required by law and generally speaking are effective as of January 1, 2022 unless noted otherwise within the Plan Adoption Agreement, the Base Plan Document or the separate Trust Agreement. The current version of the Plan incorporates various changes to the Plan resulting from the issuance by the Internal Revenue Service ("IRS") of the current IRS Opinion Letter on June 30, 2020 with respect to the Friday, Eldredge & Clark, LLP Nonstandardized Defined Contribution Plan. These changes, as approved by the IRS (with respect to items (i) through (iii) below) and items (iv) through (vi) as a result of recent legislation and/or the issuance of final regulations include: (i) officially revising the Base Plan Document for the Plan to reflect the proper definition of the term "Spouse" as a result of the United States Supreme Court decision in *United States v. Windsor*; (ii) removing the Trust provisions within the Base Plan Document and reflecting these provisions within an entirely separate Trust Agreement as now required by the IRS; (iii) incorporating various technical changes within the Plan that have occurred since the date of the issuance of the last IRS opinion letter with respect to the Plan which was March 31, 2014; (iv) incorporating the Department of Labor's final regulations as to disability claims procedures; (v) adding a provision enacted by the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act") that allows for in-service distributions of up to $5,000 per child to be made to a Participant to help the Participant pay for expenses that are incurred by the Participant with respect to the birth or adoption of a child (for more information on this please see Paragraph 15 below); and (vi) adding as required the appropriate provisions enacted under the Coronavirus Aid, Relief and Economic Security Act of 2020 (the "CARES Act") as they apply to the Plan.

1. WHAT IS THE PURPOSE OF THE PLAN?

The purpose of the Plan is to provide a means for eligible employees of the Employer ("Participants") to defer a portion of their compensation on a pre-tax basis ("Elective Deferrals") to a tax-advantaged savings vehicle. The Plan is intended to develop in the Participants an increased interest in the successful operation of the Employer, and, at the same time, to provide Participants with funds for their retirement and with funds in the event of their disability or death.

2. WHO IS ELIGIBLE TO PARTICIPATE?

Generally speaking, except as otherwise set forth herein, an "Eligible Employee" shall enter the Plan as to Elective Deferrals, Catch-Up Contributions, Employer Profit Sharing Contributions and Discretionary Employer Matching Contributions on the first January 1 or July 1 after which said Employee attains eighteen (18) years of age and completes six (6) Months of Service. There is no Hours of Service requirement for each Month of Service for purposes of the six (6) Months of Service eligibility requirement. All past service with Warrior Mechanical, Inc. and the Commercial Plumbing Division of Russell & LeMay shall be counted for purposes of the Plan's six (6) Months of Service eligibility requirement. An "Eligible Employee" means all Employees of the Employer except for those Employees who are a "contract employee" or "independent contractor," leased employee, a union employee or certain nonresident aliens.

3. HOW MUCH CAN I CONTRIBUTE TO AN ELECTIVE DEFERRAL CONTRIBUTION ACCOUNT?

As a Participant you may elect to make Elective Deferrals to the Plan in any amount or percentage of your total compensation (including the amount contributed) through payroll deduction which cannot exceed the individual Elective Deferral limit as set forth under Section 402(g) of the Internal Revenue Code of 1986, as amended (the "Code"). The maximum deferral amount (unless you are 50 years of age or older in which case please see Paragraph (4) below) you can elect to have contributed to the Plan on a pretax basis in a single calendar year is $20,500 in 2022. For 2023 and all subsequent years thereafter this amount may be adjusted by the Internal Revenue Service by the cost of living increase for each such year. The Plan Administrator will notify you in future years as to what the new limit is for each such year in question. Additionally, the Plan Administrator may request that you limit the amount of your Elective Deferrals in order to meet certain nondiscrimination requirements under the Code. Elective Deferrals will be separately accounted for in your Elective Deferral Account. Elective Deferrals are not reported as part of your compensation for Federal or State Income Tax purposes which leaves you with more savings. However, Elective Deferrals are subject to Social Security and Medicare taxes. Your Elective Deferral Account cannot be withdrawn until you retire, die, become disabled, terminate your employment, attain age 59½, upon an approved Hardship request or to assist with the birth or adoption of a child. You are always 100% vested in your Elective Deferral Account. You will be asked to complete an Enrollment/Change Form electing the amount you wish to contribute.

4. HOW MUCH CAN I CONTRIBUTE AS A CATCH-UP CONTRIBUTION?

The Plan allows a Participant that is 50 years of age or older (by the end of the calendar year) to make additional Elective Deferrals ("Catch-Up Contributions") to the Plan of up to $6,500 in 2022. For 2023 and all subsequent years thereafter this amount may be adjusted by the Internal Revenue Service by the cost of living increase for each such year. The Plan Administrator will notify you in future years as to what the new limit is for each such year in question. The Employer will match Catch-Up Contributions.

5. HOW OFTEN CAN I CHANGE MY DEFERRAL ELECTION?

You shall designate the amount and frequency of your Elective Deferrals in the form and manner specified by the Plan Administrator. You may elect to commence Elective Deferrals as of any January 1, April 1, July 1 or October 1 or with respect to any year end bonus on or before the date in which the bonus is paid (which shall be no later than December 30 of any given Plan Year) following satisfaction of the eligibility requirements referenced in Paragraph 2 above. You may modify the amount of Elective Deferrals as of any January 1, April 1, July 1 or October 1 or with respect to any year end bonus on or before the date in which the bonus is paid (which shall be no later than December 30 of any given Plan Year). An election cannot be made retroactively.

6. HOW MUCH WILL THE EMPLOYER CONTRIBUTE AS A PROFIT SHARING CONTRIBUTION TO THE PLAN?

The Employer may, **in its discretion**, make a Profit Sharing Contribution to the Plan. This contribution will be called the Employer Profit Sharing Contribution and will be accounted for in your Employer Profit Sharing Contribution Account. In order for you to receive an allocation of the Employer Profit Sharing Contribution for a Plan Year, you must have met the eligibility requirements for participation in the Plan, completed at least 1,000 Hours of Service during the Plan Year and be employed on the last day of the Plan Year, unless you terminate employment due to Death, Disability, Normal Retirement or Early Retirement. If you are eligible to share in the Employer Profit Sharing Contribution, the contribution will be allocated to your Employer Profit Sharing Contribution Account in two stages as follows:

Stage One Allocation. First, each eligible Participant's Excess Compensation will be determined by subtracting an amount equal to 100% of the Social Security Wage Base from the Participant's Compensation (not to exceed the amount as set forth in Paragraph 8 below). The sum of the Excess Compensation, if any, plus the Participant's total Compensation (not to exceed the amount as set forth in Paragraph 8 below) will then be multiplied by 5.7%. The amount so determined will be the Stage One Allocation which will be credited to each respective Participant's Employer Profit Sharing Contribution Account.

Stage Two Allocation. Second, if the Employer Contribution exceeds the sum of the Stage One Allocation, the balance, if any, will be credited to each Participant's Employer Profit Sharing Contribution Account in a Stage Two Allocation, which will be allocated to each Participant's Employer Profit Sharing Contribution Account on the same basis and in the same ratio that his or her Compensation bears to the total Compensation of all Participants eligible for an allocation of the Contribution.

7. HOW MUCH WILL THE EMPLOYER CONTRIBUTE AS A DISCRETIONARY MATCHING CONTRIBUTION TO THE PLAN?

The Employer may **in its discretion** make a Discretionary Matching Contribution to the Plan in the event you make Elective Deferral Contributions to the Plan. This contribution shall

be referred to as either the "Discretionary Matching Contribution," "Discretionary Employer Matching Contribution;" "Employer Discretionary Matching Contribution" or "Employer Matching Contribution." Discretionary Matching Contributions (if made) shall be allocated to a Participant's Matching Contribution Account in a nondiscriminatory manner as determined by the Employer. **In order to receive Discretionary Employer Matching Contributions, you must make Elective Deferrals to the Plan during the Plan Year. The Employer reserves the right in its discretion, to limit the amount or refrain from making any Matching Contribution whatsoever to the Plan.**

8. COMPENSATION USED FOR PURPOSES OF ALLOCATING PLAN CONTRIBUTIONS.

The Compensation used for purposes of making contributions (as more fully described in Paragraphs 3, 4, 6 and 7 above) will be your "W-2 compensation." W-2 compensation includes such compensation items as compensation received for services performed during regular working hours, overtime pay, commissions, bonuses and any other payments that would have been paid to you prior to your severance from employment if, in fact, you do in fact continue to remain in the employ of the Employer. Plan compensation shall also include such amounts that may be contributed by you on a pretax basis to the Plan as a 401(k) contribution and/or to a cafeteria plan (if applicable). The maximum amount of Compensation that can be considered for retirement plan purposes in 2022 is $305,000. For 2023 and all subsequent years thereafter, this amount may be adjusted by the Internal Revenue Service by the cost of living increase for each such year. The Plan Administrator will notify you in future years as to what the new compensation limit is for each such year in question.

9. WHAT HAPPENS IF I AM AN ACTIVE PARTICIPANT AND I AM CALLED INTO MILITARY SERVICE?

In the event you, as an active Participant, are called into Military Service, then you will continue to be eligible for benefits under the Plan if you return to employment with the Employer within the time requirements as specified under the Uniformed Services Employment and Redeployment Rights Act of 1994 and Code §414(u) ("USERRA"). If you do return to work with the Employer, you will be considered to have continued to earn compensation equal to the compensation you otherwise would have received during the period of Qualified Military Service for purposes of Plan Contributions. If the compensation you would have received is not reasonably certain, then your average compensation from the Employer during the 12 month period immediately preceding the period of Qualified Military Service will be used for purposes of Plan contributions in accordance with Code §414(u). If the Employer pays differential wages to a Participant who has been called into qualified military service, then the differential wages shall be included in the definition of Compensation (*see* Paragraph 8 above) for purposes of computing the benefits the Participant is entitled to receive under the Plan provided the Participant is reemployed after the period of qualified military service.

10. WHAT WILL BE AVAILABLE TO ME WHEN I REACH THE PLAN'S NORMAL RETIREMENT AGE/EARLY RETIREMENT AGE?

The Plan's Normal Retirement Age is the later of Age 65 or the 5th anniversary of the Participant's commencement of participation in the Plan. If you are still employed upon reaching the Plan's Normal Retirement Age you will be 100% vested in your Account (or Accounts where appropriate). You are always 100% vested in your Elective Deferral Account and Rollover Account (if any). If you are employed on the first day of the Plan Year in which you reach the Plan's Normal Retirement Age, you will share in any applicable Employer Profit Sharing Contribution and/or Employer Matching Contributions (if you made Elective Deferrals) for such Plan Year regardless of your Hours of Service completed during the Plan Year or whether you are employed on the last day of the Plan Year. If you continue employment after reaching the Plan's Normal Retirement Age, you will continue to be eligible to participate in the Plan until you actually retire. A Participant may also elect to retire "Early" upon the Participant's attainment of the later of Age 55 or the 5th anniversary of the Participant's commencement of participation in the Plan.

11. WHAT IF I DIE BEFORE RETIREMENT?

If you die **prior** to termination of employment, regardless of your length of service, your beneficiary will be entitled to the full balance in all of your Accounts. For the Plan Year in which you die (prior to termination of employment), you will share in any applicable Employer Profit Sharing Contributions and/or Discretionary Employer Matching Contributions (if you made Elective Deferrals) for such Plan Year regardless of your Hours of Service completed during the Plan Year or whether you are employed on the last day of the Plan Year. If you die **after** termination of employment, your beneficiary will be entitled to the vested balance in all your Accounts. The Plan benefits will be paid to your surviving spouse unless you designate another beneficiary and your designation is consented to by your spouse in the form of a written consent which is witnessed by a Plan representative or notary public. For purposes of the Plan, the definition of the term "Spouse" effective as of June 26, 2013 as a result of the U.S. Supreme Court's decision in *Windsor* is defined as the person (including an individual of the same sex) to whom you are legally married under the laws of the jurisdiction in which the marriage was initially established (regardless of whether the marriage is recognized by the jurisdiction where you currently reside). If you do not name a designated beneficiary, you will be deemed to have designated the following as beneficiaries (if then living) in the following order: 1) your spouse; 2) your children in equal shares; or 3) your estate. The Plan Administrator is not responsible for determining the correctness of your beneficiary designation. You or your personal advisors must determine whether or not the beneficiary designation has been properly prepared and executed. Any non-spousal beneficiary (such as a child, grandchild or a trust) can direct the Trustee to rollover the benefits payable from the Plan to such beneficiary from the Plan to an individual retirement account for the benefit of the beneficiary.

12. WHAT IF I HAVE TO QUIT WORK BECAUSE OF TOTAL DISABILITY?

If you become unable to work because you are totally disabled, you will become 100% vested in your Employer Profit Sharing Contribution Account and Discretionary Employer Matching Contribution Account (if applicable) and shall share in any applicable Employer Profit

Sharing Contribution and/or Discretionary Employer Matching Contributions (if you made Elective Deferrals) for the Plan Year regardless of your Hours of Service completed during the Plan Year or whether you are employed on the last day of the Plan Year. You are always 100% vested in your Elective Deferral Account and Rollover Account (if any). The decision as to whether or not you are totally disabled will be made by the Plan Administrator based on medical examinations.

13. WHAT IF I HAVE A SEVERE FINANCIAL HARDSHIP?

In the event you have a severe financial hardship while you are a Participant in the Plan, you may apply to the Plan Administrator to grant you a hardship distribution, which will be includible in your taxable income, of an amount up to, but not exceeding the balance in your Elective Deferral Account, Catch-Up Contribution Account, Employer Profit Sharing Contribution Account (if fully vested), Employer Matching Contribution Account (if fully vested), any other Employer Contributions in any Account and Rollover Account valued as of the last valuation date (adjusted for any contributions or withdrawals) coinciding with or next preceding the date of your application, or, if lesser, the amount needed to meet the severe financial hardship. The determination of a severe financial hardship shall include any severe financial hardship of your "Primary Beneficiary." A primary beneficiary is any individual (or individuals) who are designated as the Beneficiary under the terms of the Plan (via a beneficiary form or as provided by law) and who have a right to all or a portion of your Accounts upon death. The following are the only valid reasons for receiving a Hardship Withdrawal:

(a) Deductible Medical Expenses incurred by you, your spouse or your dependents (as defined in Code Section152) or your Primary Beneficiary;

(b) The purchase of a principal residence (excluding mortgage payments);

(c) Post-secondary tuition payments, related educational fees and room and board for the next 12 months for you, your spouse, your children or your dependent (as defined in Code Section 152) or your Primary Beneficiary;

(d) To prevent the eviction from or foreclosure of the mortgage on your principal residence;

(e) Payments for burial and funeral expenses for you, your deceased parent, spouse, children or dependents or your Primary Beneficiary; or

(f) Expenses for the repair of damage to your principal residence that would qualify for the casualty loss deduction under § 165 of the Internal Revenue Code.

(g) Expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency ("FEMA") provided that your principal residence or principal place of employment at the time of the disaster was in an area designated by FEMA for individual assistance with respect to the disaster.

You may not make application for a hardship withdrawal until you have obtained all distributions (other than hardship) under all plans maintained by the Employer. Please note that your Elective Deferrals and Catch-Up Contributions (if applicable) will not be suspended for a period of six (6) months after any hardship withdrawal. Any such hardship distribution may be subject to a processing fee being deducted therefrom of $50. The amount of this processing fee is subject to change in the future.

14. CAN I RECEIVE A DISTRIBUTION WHILE I AM EMPLOYED?

While you are employed (irrespective of whether or not you have a hardship), you may receive a distribution of your Elective Deferral Account (including any applicable Catch-Up Contributions), Employer Profit Sharing Contribution Account (if fully vested), Employer Matching Contribution Account (if fully vested), any other Employer Contributions (if fully vested) and Rollover Account if you have attained the age of 59½. Any such in-service distribution may be subject to a processing fee being deducted therefrom of $50. The amount of this processing fee is subject to change in the future.

15. CAN I RECEIVE A DISTRIBUTION DUE TO THE BIRTH OR ADOPTION OF A CHILD?

In accordance with the SECURE Act, on or after January 1, 2022, a Participant may request a distribution from the Plan from one or more of his or her Accounts in the Plan of which he is fully vested of up to $5,000 per child to assist with the payment of any expenses associated with the birth or adoption of a child. Any such "Qualified Birth or Adoption Distribution" ("QBOAD") must be initiated by the Participant within one year after the birth of the child or in the event of adoption, within one year of the date in which the legal adoption of an "Eligible Adoptee" is finalized. For purposes of a QBOAD, an Eligible Adoptee is defined as any individual "who has not attained age 18 or is physically or mentally incapable of self-support." While a QBOAD is generally subject to Federal and State Income Taxes it is not subject to the ten percent (10%) early distribution penalty tax or the automatic Federal and State Income Tax Withholding rules. Finally, subject to additional guidance to be issued by the Treasury in the form of regulations, a Participant may repay the QBOAD distribution back to the Plan as long as the Participant remains eligible to make contributions to the Plan of which the maximum amount that can be repaid is limited to the amount of the original QBOAD distribution. Any such QBOAD distribution may be subject to a processing fee being deducted therefrom of $50. The amount of this processing fee is subject to change in the future.

16. WHAT IF I QUIT BEFORE RETIREMENT?

In the event you terminate employment with the Employer for any reason other than Death or Total Disability before the Plan's Normal Retirement Age or Early Retirement Age, you will forfeit the entire amount in your Employer Profit Sharing Contribution Account and Discretionary Employer Matching Contribution Account (if applicable) if you have not completed two (2) Years of Service for Vesting. However, if you have completed two (2) Years of Service with the Employer, you will be 20% vested in your Employer Profit Sharing Contribution Account and Discretionary Employer Matching Contribution Account (if applicable). Depending upon your Years of Service with the Employer, your Employer Profit

Sharing Contribution Account and Discretionary Employer Matching Contribution Account (if applicable) shall be vested in accordance with the following schedule:

Years of Service for Vesting	Vested Percentage
0-1	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

You are always 100% vested in your Elective Deferral Account (including any applicable Catch-Up Contributions) and Rollover Account (if any).

17. WHY IS SERVICE IMPORTANT?

Your eligibility to participate in the Plan, your eligibility to receive an Employer Profit Sharing Contribution (if applicable) and the determination of the vested amount in your Employer Profit Sharing Contribution Account and Discretionary Employer Matching Contribution Account (if applicable) are based on your Service. All periods of Service are made up of "Hours of Service" which is defined as follows:

(a) Each hour of employment for which you are directly paid for the performance of duties. These hours are credited to you for the periods in which duties are performed; and

(b) Each hour for which you are directly or indirectly paid or entitled to payment for reasons other than the performance of duties (such as vacation, holiday, etc.).

18. HOW ARE YEARS OF SERVICE CREDITED?

Your six (6) Months of Service period for eligibility to participate begins with your date of employment and ends on the six (6) Month anniversary date of your employment. There is no Hours of Service requirement for each Month of Service for purposes of the six (6) Months of Service eligibility requirement. Your first Year of Service period for determining the vested amount of your Employer Profit Sharing Contribution Account and Discretionary Employer Matching Contribution Account (if applicable) begins as of the later of October 1, 1995 (the Plan's Effective Date) or your date of employment, and ends as of the end of the Plan Year in which such date occurred. Thereafter, the period during which Service for vesting will be computed will also be the Plan Year (January 1 to December 31). You will be credited with a Year of Service for each period during which you complete 1,000 Hours of Service or more. All prior Service with Warrior Mechanical, Inc. and the Commercial Plumbing Division of Russell & LeMay shall be counted for purposes of both eligibility and vesting under the terms of the Plan. Years of Service before the Employer maintained the Plan (i.e., before October 1, 1995) shall be excluded for purposes of determining your vested interest in your Employer Profit

Sharing Contribution Account and Discretionary Employer Matching Contribution Account (if applicable).

19. WHAT IS A "BREAK IN SERVICE"?

A Break in Service means a Plan Year beginning with the first Plan Year during which you do not complete more than 500 Hours of Service and each such Plan Year thereafter. For purposes of determining whether a Break in Service has occurred, Hours of Service shall be credited for hours during which a Participant is absent from work due to the pregnancy of the Participant, birth of a child of the Participant, adoption of a child by the Participant, or for purposes of the Participant caring for a child following such birth or adoption. The Plan provides that in the event a Plan Participant leaves the employ of the Employer by reason of call into qualified military service then the Participant will not be deemed to have a Break in Service under the Plan and will continue to accrue benefits and credit for vesting service under the Plan in accordance with the rules promulgated under the Internal Revenue Code.

20. WHAT HAPPENS WHEN A PARTICIPANT IS REEMPLOYED BY THE EMPLOYER?

Reemployment

If you are not vested in any portion of your Employer Profit Sharing Contribution Account and/or your Discretionary Employer Matching Contribution Account (if applicable) when you terminate your employment, service earned before your Break in Service will be forfeited if your number of consecutive Breaks in Service equals or exceeds the greater of five or the aggregate number of your Years of Service for eligibility before your consecutive Breaks in Service. Thus, you will be treated as a new employee for eligibility and vesting purposes and only service completed after your re-hire date will be counted for eligibility and vesting purposes.

If you are partially or fully vested in any portion of your Employer Profit Sharing Contribution Account and/or your discretionary Employer Matching Contribution Account (if applicable) when you terminate your employment, or you have not forfeited your prior Years of Service, you will receive credit for all your Years of Service for eligibility and vesting purposes prior to your Break in Service upon your re-hire date. Furthermore, you will be immediately eligible to make Elective Deferrals to the Plan again upon your rehire.

If you are reemployed and you had not met the Age and Service requirements prior to termination and you have incurred a 1-year Break in Service, you will be treated as a new Employee for eligibility and vesting purposes and only service completed after your re-hire date will be counted for eligibility and vesting purposes. If you have not incurred a 1-year Break in Service, your service before termination will be counted for eligibility and vesting purposes.

Forfeiture

If you terminate employment before your Death, Disability, the attainment of the Plan's Normal Retirement Age or the attainment of the Plan's Early Retirement Age, before you have

enough Years of Service to be fully vested, you will forfeit part of your Employer Profit Sharing Contribution Account and/or your Discretionary Employer Matching Contribution Account (if applicable). However, if you are rehired and you repay the Plan the amount previously distributed to you before the earlier of 5 years after which you are reemployed or the fifth anniversary (or sixth anniversary if your absence was due to your pregnancy, the birth of your child, the adoption of a child by you or resulted from you caring for a child following such birth or adoption) after the date of your distribution, then the amount previously forfeited will be restored. If you received a "deemed" distribution because you were totally nonvested when you terminated your employment, your nonvested benefit will automatically be restored within a reasonable time following your reemployment, provided you have not incurred five consecutive Breaks in Service.

21. WHAT HAPPENS TO THE FUNDS THAT ARE FORFEITED WHEN PARTICIPANTS QUIT BEFORE BEING VESTED?

All assets of this Plan belong to the Plan Participants. No money can be returned to the Employer. All forfeitures will first be used, when required, to restore forfeited account balances for a reemployed Participant, then any remaining amounts may be used to pay administrative expenses of the Plan and Trust. If forfeitures still remain, forfeitures from the Employer Profit Sharing Contribution Account shall be added to the Employer Profit Sharing Contribution no later than the end of the Plan Year following the Plan Year in which they occur. Last, but not least, as to any forfeitures that remain as to Employer Matching Contributions, they shall be used to reduce the Discretionary Employer Matching Contribution no later than the end of the Plan Year following the Plan Year in which they occur.

22. WHAT ABOUT MY INVESTMENTS UNDER THE PLAN?

You direct the investment of your interest in the Elective Deferral Account (including any applicable Catch-Up Contributions), Employer Profit Sharing Contribution Account, Discretionary Employer Matching Contribution Account and Rollover Account (if any). Detailed descriptions and objectives of investment options available under the Plan, direction procedures including the frequency with which you can change your investment choices, and instructions on how you can obtain other important information on directed investments, will be provided to you. You may also request such information from the Plan Administrator at any time. You should review the information in these procedures carefully before giving your investment directions.

You should make your investment choices based on your investment goals and your willingness to assume investment risk in order to realize potentially higher returns. Investment risk is defined as a measure of how much the investment returns can vary from period to period. Your Accounts are credited with all increases and decreases in fund values. This Plan is intended to be an "ERISA Section 404(c)" participant directed account plan. To this extent, the Trustee and any other fiduciaries of the Plan will be relieved of any liability for any losses which are the direct and necessary result of your investment instructions. If you do not make an investment election, or if you fail to follow the procedures for making an investment election, you will be deemed to have directed the Trustee to invest your account in the Plan's "default investment option" as communicated to you by the Plan Administrator. Any election will remain in effect until replaced by a later election. You will be given the opportunity to obtain written confirmation of your investment elections.

In addition to specific information regarding the investment options offered under the Plan, you may request the following additional information:

A description of each investment fund's annual operating expenses and the aggregate amount of such expenses, expressed as a percentage of net assets of the applicable investment.

Copies of all other material provided to the Plan relating to the investment alternatives.

A list of assets comprising a particular portfolio and the value of each asset (or the proportion of the investment alternative which it comprises).

Share value and performance information regarding each available fund, including share value with respect to your particular account.

23. WHO PAYS THE BENEFITS?

All contributions are deposited in a Trust Fund and invested for the exclusive benefit of the Plan Participants. All benefits are paid from the Trust Fund by the Trustee at the direction of the Plan Administrator.

24. WHEN WILL BENEFITS COMMENCE?

If you have terminated employment for any reason other than Death, Disability or Normal Retirement, distributions will commence within 60 days (or as soon as reasonably possible thereafter) after you terminate your employment and file your benefit election form. Distributions as a result of your Death, Disability or Normal Retirement will commence within 60 days (or as soon as reasonably possible thereafter) after your Death, Disability or Normal Retirement. If the balance of your vested Plan accounts exceeds $5,000 (excluding any rollover contributions and earnings thereon), you must consent to the commencement of distributions. Hardship distributions are available to you under certain circumstances (see Paragraph 13 above). Furthermore, distributions may be made to you while you remain employed with the Employer from one or more of your Accounts on or after you have attained the age of 59½, are fully vested in such Accounts and submit a written request for withdrawal to the Plan Administrator (see Paragraph 14 above). Last, but not least, distributions may be made to you to assist you with the birth or adoption of a child (see Paragraph 15 above).

Effective as of January 1, 2020, please note that generally distributions must commence to you by the April 1 following the calendar year in which you attain the age of 72 unless you continue to remain employed with the Employer and are not a 5 percent or more shareholder of the Employer, in which case, distributions will not commence until you actually terminate employment. **If you previously were receiving distributions from the Plan due to your attainment of age seventy and one-half (70½) prior to January 1, 2020 you will continue to receive such required minimum distributions on an annual basis subject to the recently enacted CARES Act provision discussed herein. Finally, please note that as a result of the CARES Act, any Required Minimum Distribution ("RMD") that generally would have been required to have been made to you in 2020 (for the 2019 calendar year) or in 2021 (for**

the 2020 calendar year) was specifically not made to you from the Plan during such year or years in question unless you affirmatively elected to otherwise receive such RMD distribution in 2020 and/or 2021.

When you become fully eligible for a distribution, you will be given an explanatory Benefit Election Form as well as a description of the distribution options and the tax consequences of your distribution. Any distribution, for whatever reason, may be subject to a processing fee being deducted therefrom of $50. The amount of such distribution processing fee is subject to change in the future.

25. WHAT FORMS OF DISTRIBUTIONS ARE AVAILABLE?

If the vested balance of your Accounts exceeds $1,000 (including any rollover contributions and earnings allocated thereto) you, or your beneficiary in the case of your death, can elect from various methods of payment. You may choose to have the vested balance of your Accounts distributed as follows:

(a) **Single Lump Sum Payment**

(b) **Periodic Payments** over a period certain not extending beyond the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and a designated Beneficiary.

(b) **Direct Transfer** to an IRA or another qualified plan

If the vested balance of your Plan accounts does not exceed $5,000 (excluding rollover contributions and earnings thereon) but is more than $1,000 (including rollover contributions) you, or your beneficiary in the case of your death, can elect to have the vested balance of your Plan accounts paid in a lump sum or directly to an Eligible Retirement Plan of your choice as a "tax free rollover." The Plan Administrator will provide you with further information regarding your distribution rights and additionally, your right to postpone a distribution from the Plan, at the time you are entitled to a distribution from the Plan. However, if you fail to make an election with respect to the distribution of your Plan accounts within 30 days of receiving the requisite distribution forms, your total vested account balance will be rolled over to an IRA established in your name by the Plan Administrator. If it is necessary that such an IRA be established, the IRA will be invested in an investment option designed to preserve your principal account balance, provide a reasonable rate of return and maintain liquidity. Fees and expenses charged for the establishment and maintenance of your IRA will be paid directly from your IRA. You also will be able to transfer the IRA funds at any time to any other IRA you choose.

If the vested balance of your Plan accounts is $1,000 or less (including rollover contributions and earnings thereon), you, or your beneficiary in the case of your death, will be automatically paid in the form of a single lump sum (reduced by any applicable federal and/or state income tax withholdings). If the vested balance of your accounts becomes less than $1,000 because you have taken a partial distribution from the Plan, the balance of your vested accounts will also be distributed to you in the form of a cash lump sum distribution. However, at least 30 days prior to the distribution being made, you must be provided a Tax Notice which summarizes the rules related to rollovers, income tax and penalties that may apply to your distribution.

Pursuant to the Tax Notice you may elect during the 30 day period to have the distribution rolled over in a tax-deferred rollover. When you request a distribution you will receive full and complete notification regarding the tax consequences of the distribution and your options to transfer the distribution to an Individual Retirement Account or eligible retirement plan.

Most distributions from a qualified retirement plan to a Participant or Beneficiary are subject to a mandatory 20% federal income tax withholding and if you are an Arkansas resident a 5% Arkansas state income tax withholding. This is true even though the recipient of the distribution intends to roll over the amount of the distribution to an Individual Retirement Account within 60 days. In order to avoid the mandatory withholding, a Participant or a Participant's spouse, or former spouse, may transfer the Plan distribution directly from the Plan to an Individual Retirement Account or to an eligible retirement plan of a successor employer. Such a direct transfer avoids the necessity of the mandatory withholding.

26. HOW ARE CLAIMS FOR BENEFITS FILED?

The Plan Administrator is responsible for determining and informing you of your benefits under the Plan. If you disagree with the Plan Administrator's benefit determination, you or your authorized representative may make a request for review in accordance with the procedures set forth in this summary plan description. The Plan Administrator will be responsible for reviewing and evaluating all claims.

Nondisability Determination

All claims must be made in writing and submitted to the Plan Administrator. The Plan Administrator will decide your claim within a reasonable period of time, but not later than 90 days after the receipt of the claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for making a determination under the Plan. In the event that the Plan Administrator determines that an extension of time is required, you will be notified in writing prior to the expiration of the initial 90 day period. The extension of time will not exceed a period of 90 days from the end of the initial 90 day period. The extension notice will specify the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to render its decision.

If the Plan Administrator denies your claim, in whole or in part, you will receive a written notification which will set forth the following information:

The specific reason(s) for the adverse determination;

Reference to the specific Plan provisions on which the determination is based;

A description of any additional material or information necessary for you to perfect the claim for appeal, and an explanation of why such material or information is necessary;

A description of the steps to be taken if you wish to appeal the Plan Administrator's determination, including the time limits applicable to the appeal of the claim, including a

statement of your rights to bring civil action under Section 502(a) of ERISA with respect to an adverse benefit determination after an appeal.

If your claim is denied, you have the right to appeal the adverse determination to the Plan Administrator. An appeal must be made in writing within 60 days of your receipt of the Plan Administrator's initial notice of denial, or you will lose your right to appeal the adverse determination. In addition, if you do not appeal the denial on time, you also will lose your right to file suit pursuant to Section 502(a) of ERISA as you will not have exhausted your internal administrative appeal rights, which is generally a prerequisite to bringing a suit.

Your written appeal should state the reasons why you feel your claim should not have been denied. Your appeal may include any written comments, documents, records or other information relating to the claim that you feel support your claim. You also will be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information that is relevant to your claim. The Plan Administrator, on appeal, will take into account all written comments, documents, records, and other information that you submit relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

Your appeal will be reviewed and decided by the Plan Administrator, generally, within 60 days after it is submitted. In the event that the Plan Administrator determines that an extension of time is required, you will be notified in writing prior to the expiration of the initial 60 day period. The extension of time will not exceed a period of 60 days from the end of the initial 60 day period. The extension notice will specify the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to render its decision. The Plan Administrator will notify you in writing of its decision. If the decision on appeal affirms the initial denial of your claim, the notification will set forth the following information:

The specific reason(s) for the adverse determination;

Reference to the specific Plan provisions on which the decision is based;

You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information that are relevant to the claim;

A statement of your right to bring civil action under Section 502(a) of ERISA.

If you do not receive a decision on your appeal from the Plan Administrator within 60 days after you submitted the appeal, and you have not been notified that the Plan Administrator needs additional time to complete its review of your appeal, you should consider your appeal denied.

Disability Determination

In the event a claim is made regarding the determination of Disability under the Plan, and such Disability is determined by the Plan Administrator, the following claims procedures will apply with respect to such Disability determination:

The Plan Administrator will notify you of an adverse determination not later than 45 days after the receipt of the claim by the Plan Administrator. The initial 45-day period may be extended by the Plan Administrator for up to an additional 30 days if the Plan Administrator determines that such an extension is necessary due to matters beyond its control. You will be notified prior to the end of the initial 45-day period if such an extension is necessary and the date by which the Plan Administrator expects to render its decision. If a decision cannot be rendered during the first 30-day extension period, due to matters beyond the control of the Plan Administrator, the Plan Administrator will notify you before the expiration of the first 30-day extension period that the period for making the determination is extended for up to an additional 30-day period (i.e., a maximum of 60 day extension period). If additional information is required, the Plan Administrator has discretion to decide whether to request the information from you and extend the initial review period as described above or, instead, to deny the claim on the basis that there is not sufficient information to proceed. If the Plan Administrator request additional information, you will be given 45 days within which to provide any of the specified additional information listed on the notice of extension. In any event, if you fail to provide the requested additional information within the prescribed time period, the claim will be denied for failure to provide sufficient information.

In the case of any notice of extension of time to render a decision or an adverse determination, you will receive a notice that will be written in a culturally and linguistically appropriate manner and contain the following information:

- the specific reasons for the adverse determination;
- if there is additional material or information required, the notice will state the standards on which the benefit and determination are based and the unresolved issues preventing a decision;
- reference to the specific Plan provisions on which the determination is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
- a description of any additional material or information necessary for you to perfect the claim (i.e., resolve the unresolved issues) and an explanation of why such material or information is necessary;
- either (a) the specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the adverse determination or (b) a statement that such

internal rules, guidelines, protocols, or other similar criterion of the Plan do not exist;

- if the adverse determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation is available upon request, free of charge;

- a discussion of the decision, including an explanation for disagreeing with or not following

  (a) the views you presented in your claim of health care professionals who treated you and vocational professionals who evaluated you,

  (b) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse determination, without regard to whether the advice was relied on in making the determination, and

  (c) any disability determinations regarding you presented to the Plan made by the Social Security Administration; and

- a description of any appeal procedures offered by the Plan, the time limits applicable to such procedures, as well as your right to bring suit under ERISA § 502(a) following an adverse determination on an appeal (see below).

Within the 180-day period beginning on the date you receive notice regarding an adverse determination, you or your authorized representative, may request that such denial be reviewed by filing with the Plan Administrator a written request for such review. Any review of a Disability determination that has been denied will be conducted by an appropriate named fiduciary who is neither the individual who made the adverse determination that is the subject of the appeal, nor the subordinate of such individual. The review will not afford deference to the initial adverse determination, but will take into account all comments, documents, records, and other information submitted by you, or your authorized representative, relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

If the adverse determination was based in whole or in part on a medical judgment, the reviewing fiduciary will consult with an appropriate health care professional who (i) was not consulted on the original adverse determination, (ii) is not subordinate to someone who was consulted on the original adverse determination,

and (iii) has appropriate training and experience in the field of medicine involved in the medical judgment.

The Plan Administrator will notify you no later than 45 days after the appeal is received of the Plan's determination on review. This 45-day period may be extended if the Plan Administrator determines that special circumstances require an extension of time to process the appeal. If an extension is necessary, you will be notified prior to the end of the initial 45-day period. In no event will the extension exceed a period of 45 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination.

During the review of the appeal, the reviewing fiduciary will conduct a full and fair review of the Plan Administrator's decision denying your claim and will render its written decision on review to you within the appropriate time frame. If the reviewing fiduciary anticipates denying your appeal, whether in whole or in part, based on new or additional evidence or a new or additional rationale, the reviewing fiduciary will provide you with (i) the new or additional evidence considered, relied upon, or generated by or at the direction of the Plan, the insurer, the reviewing fiduciary, or any other person making the determination and/or (ii) the new or additional rationale for the determination. Such information will be provided free of charge and as soon as possible to provide you with a reasonable opportunity to review the information and submit a response before the reviewing fiduciary is required to render its final decision. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial determination. If the reviewing fiduciary denies your appeal, you will receive a notice of denial of the appeal and it will be written in a culturally and linguistically appropriate manner and contain the following information:

- the specific reasons for the adverse determination;
- reference to the specific Plan provisions on which the determination is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
- either (a) the specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the adverse determination or (b) a statement that such internal rules, guidelines, protocols, or other similar criterion of the Plan do not exist;

- if the adverse determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation is available upon request, free of charge;

- a discussion of the decision, including an explanation for disagreeing with or not following

  (a) the views you presented to the Plan of health care professionals who treated you and vocational professionals who evaluated you,

  (b) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse determination, without regard to whether the advice was relied on in making the determination, and

  (c) any disability determinations you presented to the Plan made by the Social Security Administration; and

- a description of your right to bring suit under ERISA § 502(a) and the limitation period for you to bring such a suit and the calendar date of the expiration of this limitation period.

Limitations on Legal Actions

You must have exhausted all administrative reviews and appeals under the Plan before you have a right to bring an action under ERISA § 502(a) of an adverse determination. No legal action with respect to an adverse determination may be brought after the expiration of one year from the time you receive an adverse determination. The venue for any legal action with respect to an adverse determination must be filed in the Federal jurisdiction applicable to the Employer's primary place of business. If the Plan Administrator fails to comply with the established claims procedures discussed above, you may be deemed to have exhausted your administrative remedies under the Plan; however, in claims for Disability determinations, the administrative remedies shall not be deemed exhausted for de minimis failures by the Plan Administrator that do not cause, and are not likely to cause, prejudice or harm to you so long as the Plan Administrator demonstrates that the violation was for good cause or due to matters beyond the control of the Plan Administrator and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and you. If you believe there has been a failure to comply with the claim procedures discussed above related to a disability determination, you may request an explanation of any failure to adhere to the claims procedures related to a disability determination, and the Plan Administrator will respond to such request within ten (10) days from such request and if applicable include a specific

description of its bases for asserting that a failure should not deem the administrative remedies to have been exhausted.

27. CAN MY INTEREST IN THE PLAN BE ASSIGNED OR ATTACHED?

Your interest in the Plan may not be assigned or attached. However, if you become divorced from your spouse or owe money for child support for your child or dependent, the divorce court may award your spouse an interest in your Plan benefits or a judgment, decree or order made pursuant to a state domestic relations law may award your child or dependent an interest in your Plan benefits pursuant to a Qualified Domestic Relations Order (QDRO), which is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, the law recognizes that your spouse (or former spouse) or someone other than you or your beneficiary may be entitled to a portion or all of your Accounts. A QDRO **must be honored by the Plan Administrator**. There are procedures that are followed when the Plan Administrator receives a QDRO, and you or your beneficiary can obtain, without charge, a copy of these procedures from the Plan Administrator. QDRO fees and expenses incurred by the Plan to determine whether a domestic relations order is qualified will be charged equally to your Account and the Alternate Payee's Account unless the QDRO specifies a different method of allocating such expenses between you and the Alternate Payee. Additionally, your Accounts may not be transferred, assigned or used as collateral for a loan except to the extent required by law. Creditors or third parties also may not attach, garnish or otherwise interfere with your Accounts except in the case of a QDRO.

28. MAY I BORROW FROM MY PLAN ACCOUNTS?

The Plan has established a formal loan program under which it makes available loans to Plan Participants on a nondiscriminatory basis. Please refer to the Plan's Loan Program which is available from the Plan Administrator. You may be charged a one-time processing fee at the time you request a loan from the Plan of $200. Such a fee is subject to being changed in the future at the discretion of the Employer.

29. CAN I LOSE ANY OF MY ACCOUNT?

The Employer contributes money into the Plan for the exclusive benefit of Plan Participants and their beneficiaries. You also can lose part of the value of your Accounts if your Plan investments are not profitable. That is, if the value of the investments falls below the price paid for them, your Account shares in such loss, whatever that may be. If you terminate employment before your Death, Disability or Normal Retirement, before you have enough Years of Service to be fully vested, you will forfeit part of your Employer Profit Sharing Contribution Account and/or your Discretionary Employer Matching Contribution Account. All of the assets of this Plan are individually allocated to the Participants and benefits are based solely on the amount of money available. Therefore, by definition, this Plan is not eligible for benefit insurance coverage by the Pension Benefit Guaranty Corporation, which is a non-profit organization established by ERISA to provide benefits for certain types of pension plans that terminate without sufficient assets to pay benefits.

30. WHAT ABOUT ROLLOVER CONTRIBUTIONS?

If allowed by the Plan Administrator, you can rollover part or all of an "eligible rollover distribution" you received from a prior employer's qualified plan. **The Plan Administrator reserves the right to refuse to accept any rollover contribution.** If the rollover to the Plan is not a direct rollover (i.e., you received a cash distribution from your prior employer's plan or from your conduit rollover IRA) then it must be received by the Trustee within 60 days of your receipt of the distribution. You may make a rollover contribution to the Plan before becoming a Participant. However, you will not become a Participant entitled to share in Employer Profit Sharing Contributions, make Elective Deferrals and receive discretionary Employer Matching Contributions (if you make Elective Deferrals) to the Plan until you have met the Plan's eligibility and entry date requirements. Your rollover contribution account will be subject to the terms of this Plan and will always be fully vested and nonforfeitable.

31. WHAT IF THE EMPLOYER AMENDS OR TERMINATES THE PLAN?

The Employer hopes and expects to continue the Plan but reserves the right to amend or terminate it by action of the Board of Directors. If the Plan is terminated, the participation of all Participants shall end on the effective date of termination. Each Participant then will be entitled to 100% of the amount in his Accounts. On termination, all funds would be distributed to the Participants according to their account balances. Under no circumstances can any money be returned to the Employer.

32. WHAT INFORMATION WILL I RECEIVE REGARDING MY ACCOUNT?

On a quarterly basis, you or your Beneficiary (in the case of your death) will receive a written statement from the Trustee or Plan Administrator showing the value of your Accounts and the balance credited as of the last day of the quarter. On an annual basis, you will be provided with a summary annual report of the investment performance of the Trust as of the end of the Plan Year. "Beneficiary" for this purpose means, in the event of your death, any beneficiary of yours who has the right to any portion of your benefit or an alternate payee under a qualified domestic relations order. In addition, you will be advised whenever a material amendment is made to the Plan or at such other times when your interest in the Plan is affected, as well as being provided with the requisite investment information as required by Section 404(c) of ERISA.

33. WHAT ABOUT ANY OTHER FEES?

The Employer may choose to have all or a portion of administrative fees and expenses paid from Participant's Accounts. As previously stated, you will pay any special fees related to your own Accounts, such as fees for distributions and/or Plan loans. Fees are subject to being changed in the future.

34. INTERPRETATION OF THE PLAN

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

35. CONCERNING YOUR RIGHTS UNDER ERISA

This statement is required by federal law. As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as work sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you about your total benefits accrued and the non-forfeitable (vested) benefits or the earliest date on which benefits will become non-forfeitable (vested). The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

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