

***SUMMARY PLAN DESCRIPTION  
OF THE  
AGROPUR INC.  
401(k) RETIREMENT SAVINGS PLAN***

2022

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This document is a summary of the Agropur inc. 401(k) Retirement Savings Plan. It is designed only to highlight the most important general provisions of the Plan. **It does not contain every detail or the specific terms of the Plan document and has been written to cover only normal circumstances and conditions. If there is any conflict between what is said in this Summary and the language in the Plan, the Plan document will control.** Copies of the Plan document are available at the Employer's office for your inspection. If you have any questions or require additional information, please ask the Employer.

**SUMMARY PLAN DESCRIPTION  
OF THE  
AGROPUR INC.  
401(k) RETIREMENT SAVINGS PLAN**

**1. INTRODUCTION**

The Agropur inc. 401(k) Retirement Savings Plan (called the “Plan”) is sponsored by Agropur inc. and its related employers (generally called the “Employer” in this Summary). Please see Addendum No. 1 at the end of this Summary for a list of the participating Plan Employers. The Plan provides a savings vehicle and program of retirement benefits for you. The Plan can also provide for your beneficiary in the event of your death.

The Plan is intended to be “qualified” under Internal Revenue Service (“IRS”) rules and under Sections 401(a) and 401(k) of the Internal Revenue Code. Qualification means that the Plan and its Participants benefit from special, favorable tax provisions. These provisions permit the Employer and Participants to contribute money to the Plan. The Plan then invests the amounts contributed and maintains Accounts for you which reflect the accumulated amounts. With certain exceptions, you will generally not currently pay taxes on the amounts in the Accounts, even though the amounts should grow with earnings. Finally, after retirement, death, termination of employment, or other limited circumstances, the Plan will pay the vested portion of the accumulated amounts to you. Generally, at that time, you will pay taxes on the amounts received.

This booklet (called a “Summary Plan Description” or “Summary”) is provided to explain how the Plan works. **The Plan terms summarized in this Summary are generally those in effect on June 1, 2022.** If you have any questions about the Plan, you should contact the Plan Administrator. Important information about the Plan and its administration is found in Section 12, “General Information,” below.

**2. OVERVIEW OF PLAN**

The general structure of the Plan is as follows:

1. You become a Participant in the Plan after you satisfy the Plan’s age and service requirements.
2. As a Participant in the Plan, you may begin to elect to reduce your Compensation by a specific amount, and the Employer will pay the amount so elected to an Account maintained for you under the Plan. These amounts are called “401(k) Contributions” unless otherwise stated.
3. If you do not affirmatively elect to make 401(k) Contributions (or otherwise affirmatively elect to not make 401(k) Contributions), then 4% of your Compensation will automatically be taken from your pay and deposited on your behalf under the Plan as 401(k) Contributions. These contributions are referred to as “Automatic Deferral

Contributions.” Automatic Deferral Contributions are otherwise generally treated as regular 401(k) Contributions under the Plan.

4. The Plan also provides for automatic increases of 401(k) Contributions. All Participants contributing less than 7% of Compensation as 401(k) Contributions (automatically or otherwise) will have their contribution rate increased by 1% each January 1 until the contribution rate reaches 7% of Compensation. This will be referred to in this Summary as the “Automatic Increase.” Participants will have the opportunity each year to “opt out” of the Automatic Increase.
5. You may designate all or a portion of your 401(k) Contributions as “Roth 401(k) Contributions.” Roth 401(k) Contributions are different from regular 401(k) Contributions primarily because they do not reduce your current taxable income, but are generally not taxable upon distribution.
6. The Employer will contribute “Safe Harbor Matching Contributions” to the Plan on your behalf if you make 401(k) Contributions including Automatic Deferral Contributions.
7. The Employer will also make fixed Employer Nonelective Contributions of three percent (3%) of Compensation each Plan Year (upon satisfaction of certain conditions).
8. You are 100% vested in your 401(k) Contributions and Safe Harbor Matching Contributions. Based on your “Years of Service,” you may gradually vest in Employer Nonelective Contributions.
9. Contributions are credited to Accounts in your name and are paid into a trust fund for the Plan that the Trustee maintains. You will choose the investments for your Accounts and the Accounts will be credited with investment earnings and losses. The Trustee and/or the Employer periodically will provide you with Account statements.
10. You will be entitled to receive payment of your Accounts when you retire or otherwise terminate employment. If you die before you receive payment, your beneficiary will receive payment of your Accounts.
11. The Plan operates on a year-to-year basis. Each such year is called a “Plan Year.” The Plan Year begins on each January 1 and ends on the following December 31.
12. You are not guaranteed to receive any specific amount from the Plan. The amount you will receive depends on the amount of contributions that are credited to your Plan Accounts and the investment performance of the Plan.

The balance of this Summary discusses these provisions in more detail.

### 3. PARTICIPATION

#### A. Who Can Participate in the Plan?

You are eligible for the Plan once you become a “Participant.” There are two eligibility rules, as follows:

- For 401(k) Contributions, you must complete 30 days of service with the Employer and must attain age 18. You will then become a Participant immediately upon your satisfaction of these two requirements (called the “Entry Date”).
- For Safe Harbor Matching Contributions and Employer Nonelective Contributions, you must complete six months of service with the Employer and must attain age 18. You will become a Participant for Employer Nonelective Contribution purposes and Safe Harbor Matching Contribution purposes on the first of the month following or coincident with your satisfaction of those two requirements (also called the “Entry Date”).

Leased employees, certain non-resident alien employees, residents of Puerto Rico, union employees, employees performing services in the U.S. who participate in a foreign (non-U.S.) retirement plan, and individuals who are not treated by the Employer as employees are not eligible to participate in the Plan. In addition, interns and seasonal employees are not eligible to participate in the Plan; however, should any intern or seasonal employee complete a Year of Service during an “Eligibility Computation Period,” then they shall become eligible and enter the Plan on the next applicable Entry Date.

#### B. What Is a Year of Service and an Hour of Service?

A Year of Service means an Eligibility Computation Period during which you complete 1,000 or more Hours of Service. The Eligibility Computation Period is the 12-consecutive month period beginning on the date you first complete an “Hour of Service.” If you do not have at least 1,000 Hours of Service in this first 12-month period, then the Eligibility Computation Period becomes the Plan Year which includes the last day of such first 12-month period and each successive Plan Year.

You are credited with an Hour of Service for each hour you are paid or entitled to payment by the Employer. However, you cannot receive credit for more than 501 Hours of Service for any single continuous period of paid time-off. If you are on a leave covered by the Family and Medical Leave Act (“FMLA”) or the Uniformed Services Employment and Reemployment Rights Act (“USERRA”); for example, for serving in the Armed Forces or National Guard, or are on a maternity or paternity leave, then you also might be credited with Hours of Service during your period of absence. See the Employer for more information if this might apply to you.

Service you had with other employers might be credited under the Plan. Specifically, service with the following employers is taken into consideration for all Plan purposes:

Trega Foods, Inc.  
Trega Foods, Ltd.  
Farmland Dairies, LLC  
Green Meadows Foods, LLC  
Schroeder Milk Company, Inc.  
Main Street Ingredients, LLC  
Main Street Management Corporation  
Davisco Foods International, Inc.<sup>1</sup>

#### **EXAMPLE: PARTICIPATION**

Barbara, an employee who is age 18, begins work for the Employer on April 15, 2022. She completes 30 days of employment on May 15, 2022. The Entry Date for 401(k) Contributions is May 15, 2022. Consequently, she becomes a Participant and is eligible to make 401(k) Contributions beginning on May 15, 2022.

Barbara completes six months of employment on October 15, 2022. The next Entry Date relative to Safe Harbor Matching Contributions and Employer Nonelective Contributions is November 1, 2022. Consequently, she becomes eligible to receive those contributions on November 1, 2022.

#### **C. What If I Terminate Employment and Later I Am Rehired?**

If your employment with the Employer terminates, and if subsequently you are rehired by the Employer, you may (depending on your facts and circumstances) need to again complete service in order to participate in the Plan. Special rules apply, and the Employer will inform you of your eligibility under the Plan.

#### **4. 401(k), AUTOMATIC DEFERRAL, AUTOMATIC INCREASE, AND ROLLOVER CONTRIBUTIONS**

#### **A. What Are 401(k) Contributions?**

You may elect to have the Employer contribute to the Plan, on your behalf, a portion of the cash that otherwise would have been paid to you as Compensation. As mentioned above, this Summary refers to such contributions as 401(k) Contributions. You should designate the amount of the 401(k) Contributions, if any, which you would like to make to the Plan. You may only contribute 85% of your Compensation to the Plan as 401(k) Contributions relative to each pay period. You may designate all or a portion of your 401(k) Contributions as Roth 401(k) Contributions (see Section 4D below).

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<sup>1</sup> Prior service with Davisco Foods International, Inc. ("DFI") will only be granted to employees employed by DFI as of the date of acquisition by Agropur inc.

B. What Are Automatic Deferral Contributions and Automatic Increases?

Automatic Deferral Contributions are 401(k) Contributions that are automatically taken from your pay and contributed on your behalf. Automatic Deferral Contributions of 4% of your Compensation will be made for new Participants (and rehires) unless you affirmatively elect to make 401(k) Contributions of any amount (including if you “opt out” by electing to contribute 0%). Also, on each January 1, if you are an existing Participant with a 0% election on file, unless you again make an affirmative election to make or not make 401(k) Contributions, 4% of your Compensation will be taken from your pay each pay period and contributed to the Plan as 401(k) Contributions. This annual automatic enrollment will not occur if you made your 0% election in the previous six months.

Automatic Deferral Contributions are being made for anyone who was a Participant when the automatic deferral feature was first implemented, was not making 401(k) Contributions of at least 4% of Compensation, and has not afterwards made an affirmative election.

Automatic Deferral Contributions are treated like regular 401(k) Contributions under the Plan. Except as described below, you may not receive Automatic Deferral Contributions back except upon a distributable event, such as termination of employment. You will be, and/or have been, provided with separate notices regarding Automatic Deferral Contributions.

The Plan also provides for automatic increases of 401(k) Contributions. Generally, Participants contributing less than 7% of Compensation as 401(k) Contributions (automatically or otherwise) will have their contribution rate increased by 1% each January 1 until the contribution rate reaches 7% of Compensation. The first increase will not occur if you were automatically enrolled within the six months preceding the applicable January 1. Participants will have the opportunity each year to “opt out” of the annual automatic increase. There is also always the opportunity to change one’s deferral rate going forward.

C. How Do 401(k) Contributions Work and Why Should I Participate?

The Employer will deduct 401(k) Contributions (including Automatic Deferral Contributions, if applicable) from each of your paychecks. The amount deducted is then contributed by the Employer to the Plan on your behalf and will be reported to you.

The amount you contribute to the Plan will not be included as taxable income for federal income tax purposes until it is distributed to you (except for Roth 401(k) Contributions, discussed below in Section 4D, which will be included in taxable income). 401(k) Contributions will be subject to Social Security taxes, and therefore your participation will not reduce your Social Security benefits.

For example, in a Plan Year when your Compensation (defined further below) is \$40,000 and you elect to have 5% of that amount contributed to the Plan as regular 401(k) Contributions, the amount of 401(k) Contributions which will be made for you will be \$2,000, computed as follows:

$$\$40,000 \times 5\% = \$2,000.$$

This means that during the Plan Year you will be paid \$38,000 (which will be includible in your federal taxable income), and \$2,000 will be contributed to the Plan. You will not currently pay taxes on the \$2,000 even though you “own” such amount in the Plan. The \$2,000 will be held and invested in a Plan Account in your name.

D. May I Make Roth Contributions?

Yes, you may designate all or a portion of your future 401(k) Contributions as Roth 401(k) Contributions. Unlike regular 401(k) Contributions, Roth 401(k) Contributions do not reduce your taxable income. However, those amounts and the earnings on those amounts will be tax-free when paid to you if certain criteria are satisfied. Your designation of your contributions as Roth 401(k) Contributions is irrevocable and may not be changed with respect to Compensation reduced for Roth 401(k) Contributions already made. You may, however, change from Roth 401(k) Contributions to regular 401(k) Contributions, or vice versa, with respect to future Compensation reductions by changing your election form in accordance with Plan procedures discussed below.

E. How Do I Initially Elect to Contribute?

You will be and/or have been provided with information about the process for making elections. You may make elections and obtain other information by contacting the Employer or by contacting the Plan’s “recordkeeper,” Fidelity Investments (“Fidelity”). To view your Account, make changes to investments, or perform transactions, **please contact Fidelity at (800) 835-5095 or [www.netbenefits.com](http://www.netbenefits.com)**. Your election to contribute will be effective only with respect to Compensation paid after you enroll (or are automatically enrolled). Once effective, your election will apply to your Compensation until you change or cancel it.

F. What About Changing or Stopping My Election?

You may stop, increase, decrease, or restart your 401(k) Contributions at any time by contacting the Employer or the Plan’s recordkeeper and in accordance with rules and procedures that the Employer establishes and communicates to you. The change will take effect as soon as administratively practicable.

G. What Are the Limits on My 401(k) Contributions?

The Plan limits your 401(k) Contributions to 85% of Compensation relative to each pay period. Additionally, for any calendar year, your 401(k) Contributions (plus any amounts you defer under a similar plan of another employer which reduces your compensation) cannot exceed certain other limits. The limit is \$20,500 for 2022 (and thereafter is subject to annual adjustment by the IRS). A single limit applies to Roth 401(k) Contributions and regular 401(k) Contributions. If your 401(k) Contributions exceed this limit, the excess and any Plan earnings allocable to such excess amount will be returned to you. The amount in excess of the annual limit plus the earnings will be includable in your taxable income. Also, at any time, the Employer may deem it necessary to reduce your contributions to the Plan to comply with other legal limitations.



H. What If I Am at Least 50 Years Old?

Beginning on the January 1st of the calendar year during which your 50th birthday occurs, you are allowed to make an extra 401(k) “catch-up” contribution. The catch-up contribution is in addition to the limit discussed immediately above. The catch-up contribution may not exceed \$6,500 for 2022. For years thereafter, the limit may increase in accordance with IRS cost-of-living adjustments.

**EXAMPLES: ANNUAL CONTRIBUTION LIMITS**

The year is 2022. Max enjoys his 50th birthday on December 1, 2022. Max desires to contribute the maximum 401(k) Contributions that are allowed under the law. Assuming his Compensation is sufficient, for year 2022, Max may contribute \$20,500 as 401(k) Contributions and an additional \$6,500 as catch-up contributions, totaling \$27,000.

The year is 2022. Lori is 45 years old. Lori may reduce her Compensation and contribute any amount up to \$20,500 between January 1 and December 31, 2022. She is not old enough to make catch-up contributions.

I. Can I Make Rollover Contributions?

The Plan permits you to “roll over” or direct a transfer to the Plan of an amount which has been held for you in another tax qualified retirement plan. A Participant in the Plan or an eligible employee may roll over such amounts in accordance with rules that the Employer establishes. If you make such a transfer, the full value of the amount transferred will be held for your benefit in a Rollover Contribution Account. The Employer will require documentation to show that the amounts transferred come from a “qualified” plan, and the Employer may refuse to accept your rollover or direct transfer contribution if it determines that such amounts may jeopardize the status of the Plan under IRS rules.

J. What If I Am on a Military or FMLA Leave?

If you are on a military leave of absence (including a two-week leave for the National Guard) that is covered under the federal law known as USERRA and if you return to the Employer after the leave, then you have special rights. These rights generally include (with exceptions) the right to make the 401(k) Contributions you missed and to receive any Employer contributions that you would have received during your leave (based on the Compensation you would have earned if you were not on duty). This right to contribute your missed contributions applies for five years following your resumption of employment or, if sooner, for a period equal to three times the period of the military leave. If you believe USERRA (or FMLA) applies or might apply to you, it is important that you promptly notify the Employer. You then will be provided with additional information. Also see the other provisions throughout this Summary that apply to Participants who serve in our armed forces.

## 5. EMPLOYER CONTRIBUTIONS

### A. Will the Employer Contribute to the Plan?

There are two types of Employer contributions: Safe Harbor Matching Contributions and Employer Nonelective Contributions. Safe Harbor Matching Contributions are required and will be made relative to 401(k) Contributions. Employer Nonelective Contributions are also nondiscretionary and will be made for each Plan Year.

### B. What Are Safe Harbor Matching Contributions?

If you make 401(k) Contributions (including Automatic Deferral Contributions), once you satisfy the eligibility conditions for Safe Harbor Matching Contributions and enter the Plan for that purpose, the Employer will contribute additional amounts to the Plan on your behalf. Such contributions are called Safe Harbor Matching Contributions. The amount of Safe Harbor Matching Contributions are equal to 100% of your 401(k) Contributions that do not exceed 4% of your Compensation. Safe Harbor Contributions will be made based only on Compensation earned after satisfying the eligibility conditions and entering the Plan relative to Safe Harbor Matching Contributions. Safe Harbor Matching Contributions will be made on catch-up contributions you make.

### C. What Are Employer Nonelective Contributions?

The amount of the Employer Nonelective Contributions and the decision whether to make Employer Nonelective Contributions for any Plan Year is fixed.

Your share of any Employer Nonelective Contribution made for any Plan Year will depend upon your Compensation for the Plan Year. Such Contributions will be allocated to the Account of each Active Participant in an amount equal to a three percent (3%) of your Compensation.

Only those Participants who are “Active Participants” during a particular Plan Year qualify to receive a share of the Employer Nonelective Contributions. Active Participants are those Participants who are employed by the Employer on the last day of the Plan Year and complete 1,000 Hours of Service during the Plan Year. Active Participants for a Plan Year also include those Participants who terminate employment with the Employer during the Plan Year because of death, disability (as defined by the Plan), or attainment of Normal Retirement Age (age 62). If you do not complete the specified period of service during the Plan Year or you cease to be actively employed, you nonetheless might be treated as being employed or might be credited with additional service if your leave is covered under the FMLA or USERRA (for example, if you are on military duty).

### D. What Compensation Is Used to Calculate Allocations?

The “Compensation” which is used to calculate contributions means in general all amounts the Employer pays to you in a Plan Year for services as an employee. Compensation thus generally is the amount reported on your Form W-2. However, some special rules apply:

- If you become a Participant mid-year, for example on July 1, Compensation prior to your Plan entry is disregarded for the purpose of calculating Safe Harbor Matching Contributions and Employer Nonelective Contributions.
- Compensation includes the amount of your 401(k) Contributions and certain other salary deferrals (for example, any Code Section 125 cafeteria plan contribution).
- Compensation that is considered for certain Plan purposes may not exceed a maximum limit dictated by the IRS. This amount is \$305,000 for 2022, and in the future may be changed annually by the IRS for cost-of-living adjustments.
- Contributions may not be made with respect to any Compensation paid after you terminate employment. However, post-termination Compensation is sometimes considered for Plan and contribution purposes if it is paid to you within 2½ months after you terminate employment and if other specific legal circumstances are satisfied.
- If you receive differential pay while on military leave, then such pay is considered to be Compensation for Plan purposes. This means that any contributions will equally apply to such differential pay. This provision applies only if you are performing services in the uniformed services while on active duty for a period of 31 or more days.
- Compensation does not include reimbursements, expense allowances, fringe benefits, taxable auto, group term life insurance, taxable gym, taxable relocation, health care value, excludable relocation, taxable and nontaxable tuition, or uniform reimbursement.

E. Do Other Limitations and Rules Apply to Contributions?

The total amount of your 401(k) Contributions, Safe Harbor Matching Contributions, and Employer Nonelective Contributions (but not Rollover Contributions) are limited by rules that ensure that the Plan satisfies federal tax laws. If these limits apply, you may not be able to defer as 401(k) Contributions as much Compensation as you elected, and the Employer contributions may be limited.

One such limit is that the maximum amount of 401(k) and Employer contributions and any forfeitures in total that may be allocated to your Accounts for any given Plan Year is the lesser of \$61,000 (as adjusted annually by the IRS) or 100% of your Compensation (plus the age 50 catch-ups). Any amounts in excess of IRS limits and any earnings allocable to such excess contributions may be forfeited or returned to you and will be includable in your taxable income. Also, the Employer may at any time deem it necessary to reduce or return the contributions to the Plan to comply with these and other legal limitations.

Finally, if more than 60% of the total amount of Account balances belong to IRS-defined “key employees,” then you may be entitled to receive a 3%-of-pay Employer contribution if you are employed on December 31 of a Plan Year.

## 6. TRUST FUNDS, ACCOUNTS, AND INVESTMENTS

### A. Where Are the Contributions Deposited?

All contributions to the Plan, and subsequent earnings on the contributions, are held in a separate Trust for the Plan which the Trustee manages for the exclusive benefit of Participants and their beneficiaries. The Trustee has the general responsibility for holding and investing the assets of the Plan, subject to your direction. The contributions are credited to one or more Accounts in your name.

### B. What Kind of Accounts Are Established?

The Accounts which will be established include (but are not limited to):

- A 401(k) Contribution Account to record your regular 401(k) Contributions (including Automatic Deferral Contributions);
- A Roth 401(k) Contribution Account to record your Roth 401(k) Contributions;
- A Safe Harbor Matching Contribution Account to record Safe Harbor Matching Contributions;
- A Employer Nonelective Contribution Account to record any Employer Nonelective Contributions; and
- A Rollover Contribution Account to record any Rollover Contributions.

### C. Who Decides How the Money in My Accounts is Invested?

You must direct the manner in which your Accounts will be invested. You may select from a variety of professionally managed investments. You will receive and/or have received materials regarding the available investments.

The Employer may limit the right of direction to a list of specific funds and options. The Employer may, at any time, change Trustees or the investment options, in which event, you will be notified.

D. What Rules and Information Apply to My Investment Elections?

You must select the funds and investments in which your Accounts will be invested. You may choose to invest your Accounts in one investment or in any combination of investments. Your choices must be in whole percentages. If you do not make investment elections, contributions to your Accounts will be invested in a “Vanguard Target Date Funds” (or such other fund designated by the Employer as a default investment fund). To help make your decisions, investment information has been provided and is available to you from the Employer and/or recordkeeper.

E. How Do I Change My Investments?

At any time, you may change the way your future contributions are invested, or change the investments of your current Accounts by transferring among the various investment options, by contacting the Employer and/or the Plan recordkeeper, **Fidelity at (800) 835-5095 or [www.netbenefits.com](http://www.netbenefits.com)**. Some investment funds may impose trading restrictions and/or redemption fees as a result of frequent trading activity. If a prospectus is issued for any investment fund in which you invest, please read it carefully to determine if the fund imposes any trading restrictions or redemption fees.

F. What Responsibility Do I Have for Managing My Investments?

The Plan provides you with the opportunity to exercise control over your investments. You alone are responsible for your investment decisions. Although the Employer, the Trustee, and/or the Plan’s providers will provide information to you regarding your investment choices, it is your sole responsibility to monitor and manage your investments to meet your personal goals.

The offered investments are intended to provide you with a broad range of diversified investment options with varying levels of expected risk and return. There is no assurance that any option will achieve its stated goal or that any investment will not result in a loss. The Plan, the Trustee, and the Employer cannot and do not guarantee the performance of any of the investment choices and have no obligation to make up any losses that you may suffer.

The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”). Pursuant to Section 404(c), the Plan fiduciaries, such as the Trustee and the Employer, will be relieved of liability for any losses that are the direct and necessary result of investment instructions that you provide.

G. How May I Obtain More Information About the Plan’s Investment Funds?

The Employer will periodically provide you with information pertaining to the investment options offered under the Plan. You may also obtain the following additional information concerning each of the investment funds upon request:

- A description of the annual operating expenses of each fund (such as investment management fees, administrative fees and transaction costs) which reduce your rate of return and the aggregate amount of such expenses expressed as a percentage of average net assets of the fund.

- Copies of any prospectuses, financial statements and reports, and any other materials relating to funds available under the Plan, to the extent such information is provided to the Plan;
- A list of assets comprising the portfolio of each fund which constitute Plan assets within the meaning of Title 29 of the Code of Federal Regulations Section 2510.3-101 under ERISA, the value of each such asset (or the proportion of the investment fund which it comprises), and with respect to each such asset which is a fixed rate investment contract issued by a bank or similar institution or insurance company held in the portfolio of the fund, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;
- Information concerning the value of shares or units in the funds available under the Plan, as well as the past and current investment performance of such funds, determined net of expense, on a reasonable and consistent basis; and
- Information concerning the value of shares or units in funds held in your Accounts.

You may obtain the above information by calling the phone number provided to you or you may make a written request to the Employer.

#### H. When Are My Accounts Valued?

The Trustee will value your Accounts on a daily basis. Each business day your Accounts will be charged or credited, as the case may be, with your share of the net of the earnings, gains, losses, and expenses attributable to the funds in which you have invested. You will periodically receive statements that detail the activity in your Accounts.

#### I. May I Borrow My Account from the Plan?

You are permitted to borrow from the Plan so long as a number of legal requirements are satisfied. These include the requirement that interest be charged at a reasonable rate, that you sign a promissory note which specifies when you will make repayments, and that your loan be secured with adequate collateral. Before taking a loan, you should review the Plan's loan policy (attached here as Addendum No. 3) which addresses loans in greater detail. If you miss payments on a loan, you likely will suffer adverse tax consequences. You will incur fees for a loan. Finally, because a loan has tax consequences, you should consult with your tax advisor before borrowing from the Plan.

#### J. Will I Be Charged for Plan Expenses?

The cost to administer the Plan may, from time to time, be paid by the Trust. In that event, your Account's share of the Plan will be charged. Your Account may also be charged for fees and expenses specific to you (for example, when you receive a distribution or take out a loan). You will be advised if this happens.

## 7. VESTING

### A. What Is “Vesting”?

The term “vesting” or “vested” refers to a Participant’s rights to the amounts allocated to his or her Accounts. The amounts which you (or your beneficiary) are entitled to receive from the Plan are only those amounts in which you are “vested.”

### B. Which Contributions are 100% Vested?

You are 100% vested in your 401(k) Contribution Account, Roth 401(k) Contribution Account, Safe Harbor Matching Contribution Account, and Rollover Contribution Account. Therefore, you always will receive the full value of these Accounts.

### C. How Do I Vest in My Employer Nonelective Contribution Account?

The amount you will be entitled to receive from your Employer Nonelective Contribution Account (if those contributions are made for you) depends on the number of your Years of Service. The benefits you or your beneficiary will be entitled to receive will equal your Employer Nonelective Contribution Account multiplied by your vested percentage. Your “vested percentage” is determined as follows:

<i>Vesting Years of Service:</i>	<i>Vested Percentage:</i>
Less than 1 year	0%
1 year but less than 2 years	20%
2 years but less than 3 years	40%
3 years but less than 4 years	60%
4 years but less than 5 years	80%
5 years or more	100%

### D. What is a Year of Service?

A Year of Service for vesting purposes is each Plan Year during which you earn at least 1,000 Hours of Service. This includes service prior to your entry in the Plan. For determining your Hours of Service for vesting purposes, for employees for whom the Employer does not maintain records of actual hours worked, Hours of Service will be credited on the basis of the “equivalency” method. In that case, 45 Hours of Service will be credited for each week during which an employee works at least one hour.

E. What If I Become Disabled, Die, or Retire?

If you terminate employment because you become disabled (as defined in the Plan) or death, or on or after your attaining the Plan's Normal Retirement Age, you are entitled to 100% of your Accounts. The vesting schedule does not apply. Your Normal Retirement Age is age 62.

**EXAMPLE: VESTING**

Your Section 401(k) Contribution Account balance is \$16,000, your Employer Nonelective Contribution Account balance is \$10,000, and your Safe Harbor Matching Contribution Account balance is \$6,000. You terminate employment before your Normal Retirement Date after completing three Vesting Years of Service. Because your vested percentage is 60% (see above), you will receive \$6,000 from your Employer Nonelective Contribution Account (which is 60% of \$10,000). You will forfeit the other 40%, or \$4,000. You will receive all of your 401(k) Contribution Account, \$16,000, not just 60%, and all of your Safe Harbor Matching Contribution Account, \$6,000, not just 60%, because you are 100% vested in your 401(k) Contributions and your Safe Harbor Matching Contributions regardless of your Years of Service.

F. What If I Die While in Military Service?

If you leave employment with the Employer to perform certain qualified military service and you die while in such service, the vesting schedule generally will not apply and you will be 100% vested in your Accounts.

G. What Are Forfeitures?

If you terminate employment before you are 100% vested, the portion of your Account(s) which you will not receive because they are not vested are called "Forfeitures." Forfeitures will be applied to reduce Employer contributions, increase Employer contributions, and/or pay Plan expenses.

H. Breaks-in-Service and Restoration of Accounts

You may avoid the permanent forfeiture of the unvested portion of your Employer Nonelective Contribution account if you return to employment before you have five consecutive Breaks-in-Service. A "Break-in-Service" is a Plan Year in which you are credited with less than 501 Hours of Service. Solely for determining whether a Break-in-Service has occurred in such 12-consecutive month period, you are entitled to up to 501 Hours of Service during a maternity or paternity leave. Hours of Service for maternity or paternity leave are credited in the first Plan Year in which the absence begins if that is necessary to prevent a Break-in-Service during that period. In all other cases, the Hours of Service are credited in the following Plan Year.



If your vested Employer Nonelective Contribution Account was distributed to you, and if you do not incur five consecutive Breaks-in-Service, the nonvested portion (the portion that was forfeited) will be restored to you in full (unadjusted for any gain or losses) if you repay the distribution before the end of five years from your date of re-employment. Similarly, if you are 0% vested when you terminate employment and therefore did not receive a distribution, and you return to the Employer before five Breaks-in-Service, the amount forfeited will be restored to your Account in full (unadjusted for gains or losses) after your re-employment. You may then continue to vest in those amounts with your post-rehire service. If you are not re-employed before five consecutive Breaks-in-Service, or are re-employed within that time but fail to make repayment, your forfeited Account balance will not be restored and your post-rehire service will not count towards your vested percentage in that pre-termination Account balance.

## **8. PAYMENT OF BENEFITS**

*When used in this Summary, the term “benefits” means the value of your vested Accounts.*

### **A. When Am I Entitled to Payment?**

You are entitled to payment as soon as administratively practicable after you have terminated employment with the Employer. In most cases, you will need to receive and complete payment forms prior to receiving a distribution.

### **B. Does It Matter If My Benefits Exceed \$5,000?**

If your benefits exceed \$5,000 (calculated pursuant to Plan and IRS requirements) when your employment terminates, you will receive payment as soon as administratively practicable after you request payment and complete the necessary forms. You generally are not required to request payment and you may keep your benefits in the Plan until the later of age 72 or your retirement.

If your benefits equal \$5,000 or less, you will receive payment as soon as administratively practicable and you may not choose to delay payment. In that event, the following rules apply:

- If your benefits equal \$1,000 or less, they will automatically be paid to you as soon as administratively practicable in a lump sum (less tax withholding) or, if you elect, in a direct rollover to another plan or individual retirement account (“IRA”).
- If your benefits are greater than \$1,000 and less than or equal to \$5,000, and you do not elect either to receive a lump sum distribution or to roll them over, the Plan will automatically roll over the distribution to an IRA. In this event, the IRA provider will invest the rollover funds in a type of investment designed to preserve principal and to provide a reasonable rate of return and liquidity. The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. Your beneficiary designation under the Plan will not apply to the IRA, and the terms of the IRA will apply for the selection of a beneficiary. You may transfer the IRA funds, at any time, to any other

IRA of your choice. Your IRA will be subject to the taxation rules and any penalty provisions regularly applicable to IRAs. You may contact the Employer for information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

C. How Are My Benefits Paid from the Plan?

Subject to IRS requirements, your benefits in the Plan can be paid in one or more of the following ways:

1. Lump Sum. You may elect to receive payment in a lump sum.
2. Direct Rollover. You may elect that all or a portion of such payment be directly rolled over to another retirement vehicle that accepts rollover contributions. Retirement vehicles that generally are eligible to receive rollovers include pension, 401(k), 403(b), and government 457 plans, as well as individual retirement accounts ("IRAs") (including Roth IRAs). If you have a Roth 401(k) Contribution Account, such Account may only be rolled over to another qualifying plan, 403(b) plan, or IRA that accepts such amounts. Also see Section 8F below.
3. Installments. You may elect to receive payment in installments.

To determine if a fee or charge is imposed on you in connection with your benefit payment, and the amount of it, you should contact the Employer.

D. How and When Will My Benefits be Paid if I Die?

If benefits remain in the Plan upon your death, they will be paid to your beneficiary in a lump sum as soon as administratively practicable following your death unless your beneficiary elects a different form or timing of payment as set forth in Section 8C above.

As with benefits paid during your lifetime, a number of requirements apply to payments made upon your death. For example, in general, if your death occurs after age 72, your benefits must be paid to your beneficiary as rapidly as when they were paid to you unless your beneficiary elects to accelerate payment. Also, in general, if you die prior to age 72, payments must be completed to your beneficiary within approximately five years following your death, or payments must be made over a period not exceeding your beneficiary's life expectancy so long as they begin within approximately one year following your death. If you are interested in the estate planning, community property, and/or tax aspects of your death benefits, you should consult with a qualified attorney and/or your tax advisor.

E. Who Will Be the Beneficiary of My Benefits?

The beneficiary of your death benefits under the Plan will automatically be your spouse. If you are not married at your death and have not otherwise validly designated a beneficiary in accordance with the Plan terms, the benefits will be paid to your estate.

If you want to designate a different beneficiary, you will need to file a beneficiary designation form with the Employer. However, if you are married at your death and you designate someone other than your spouse as your primary beneficiary, then in order for your designation to be given effect federal law requires that your spouse voluntarily consent to such designation on a form you may obtain by contacting the Employer and/or the Plan recordkeeper, Fidelity at **(800) 835-5095 or [www.netbenefits.com](http://www.netbenefits.com)**. This consent must be filed with the Employer and must clearly indicate that your spouse knows that he or she is waiving rights to your benefits. If your spouse does not consent in this manner, the beneficiary you designate will receive 0% and your spouse will receive 100% of your benefits.

Also, if you are not married now but become married, then in general, your new spouse automatically will become the beneficiary of your benefits unless he or she consents to a different beneficiary. To make sure that the Plan pays your benefits to your desired beneficiary, check with the Employer, the Plan provisions, and your professional advisors whenever your marital status changes (for example, if you divorce).

F. What Tax Rules Apply to My Distributions?

Various detailed and complex tax rules apply to the payment of benefits from the Plan. The Employer will provide you (or your beneficiary) with information regarding these rules shortly prior to payment. In addition, **you should consult with your tax advisor prior to receiving a distribution or withdrawal from the Plan.** This is particularly true if you have a Roth 401(k) Contribution Account or wish to roll over to a Roth account. The tax rules frequently change and you should consider these matters carefully.

As a general rule, distributions from the Plan will be subject to federal income tax as ordinary income unless the distribution is “rolled over” into an IRA or other qualified retirement plan (or if they are Roth 401(k) contributions). In most states with income tax, the payments are subject to state income tax. If your benefits are paid in a single sum, you or your beneficiary might be eligible for certain special tax treatment, such as forward income averaging. Taxable amounts received before you attain age 59½ also often are subject to a 10% penalty tax. There are important exceptions to the 10% tax for certain distributions, such as distributions made after the Participant’s death or on account of the Participant’s disability or termination of employment after age 55. The penalty tax also will not apply if the distribution is rolled over into an IRA or another qualified plan. There are also estate, state, and other taxes that might apply to your benefits.

G. Can Beneficiaries Roll Over Distributions?

Nonspousal beneficiary rollovers from the Plan are permitted. This means that if certain rules and formalities are followed, a beneficiary of a deceased Participant, whether the beneficiary is a spouse or not, who is entitled to a distribution from the Plan may roll over the distribution to an IRA.

The rollover by the nonspouse beneficiary must be accomplished by a direct trustee-to-trustee transfer. The IRA must be established and maintained in accordance with Internal Revenue Code Section 408(a) and treated as an “inherited” IRA under the Code. The IRA must be

established for the purpose of receiving the distribution. Please contact the Employer for additional details regarding this option.

## **9. PAYMENT OF BENEFITS DURING EMPLOYMENT**

The payment of benefits generally is not permitted before you terminate employment with the Employer. However, under the circumstances described below and upon completion of the proper forms and processing, payment will be permitted from your Accounts even though you are still working for the Employer. Any Plan benefits attributable to the money purchase plan accounts transferred to this Plan may not be withdrawn during employment pursuant to this section.

### **A. In-Service Withdrawals**

- You may withdraw all or any portion of your benefits upon attaining the age of 59½.
- You may withdraw all or any portion of your Rollover Contribution Account upon your request.
- You may withdraw all or a portion of your benefits upon becoming disabled (as defined in the Plan).

### **B. Hardship Withdrawals**

If you incur a “hardship,” you may elect to withdraw an amount necessary to relieve such hardship. Contributions attributable to Employer contributions including Safe Harbor Matching Contributions and Employer Nonelective Contributions, as well as earnings on 401(k) Contributions, may not be withdrawn as part of a hardship distribution. That is, only 401(k) Contributions may be withdrawn on account of hardship. A hardship occurs if a withdrawal is needed for any one of the following reasons:

- to pay medical expenses described in Internal Revenue Code Section 213(d) for you, your spouse, or your dependents,
- to purchase (excluding mortgage payments) your principal residence,
- to pay tuition, room, board, and related educational fees for the next 12 months of post-secondary education for you, your spouse, children, or dependents,
- to prevent eviction from your principal residence or the foreclosure on the mortgage of your principal residence,
- to pay burial or funeral expenses for your deceased parent, spouse, children, or dependents,
- to pay expenses for the repair of damage to your principal residence that would qualify as a casualty loss under the Internal Revenue Code, or

- to pay for expenses and losses on account of a disaster declared by the Federal Emergency Management Agency (“FEMA”) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

The following conditions also must be satisfied in order to receive a hardship distribution:

- You must have obtained all distributions, other than hardship distributions, available to you under this Plan (including Plan loans) or any other deferred compensation plan maintained by the Employer.
- You must withdraw at least \$500.
- Hardship distributions generally may not be rolled over to another retirement vehicle.
- Your hardship withdrawals may be further limited by tax rules. You will be notified if these limitations apply to you.

#### C. Age 72 Distributions

Regardless of any other provision in the Plan, if your benefit payments have not already begun, your Plan benefits must begin to be paid to you shortly after the later of the date you attain age 72 and the date you retire. If you are a 5% owner of the Employer, then payment must begin on the April 1st following the year in which you attain age 72 even if you are still working for the Employer.

#### D. Military Distributions

If you are performing military services on active duty for 31 or more days, you are eligible to receive a distribution of your Plan benefits attributable to 401(k) Contributions. This applies even if you are receiving differential pay and have not terminated employment. If you elect a distribution under this provision you will be prohibited from making contributions to the Plan during the six-month period beginning on the date of distribution. If you have a contribution election in effect at such time, it will be suspended for six months.

The Plan also allows for “qualified reservist distributions.” This generally means that if you are performing active duty military services for at least 180 days, you may receive a distribution of your Plan benefits attributable to 401(k) Contributions. The distribution must be made while you are still on active duty.

As with all distributions from the Plan, be sure to check with your tax advisor to understand the tax consequences of your distribution.

## 10. MISCELLANEOUS PROVISIONS

### A. Can the Plan Be Amended?

The Employer may amend the Plan at any time. However, no amendment may cause you to lose any benefits in which you are previously vested, except that your rights under the Plan may be adjusted if necessary to obtain IRS approval of the Plan.

### B. Can the Employer Terminate the Plan?

Although the Employer intends that the Plan be permanent, the Employer reserves the right in its sole discretion to terminate the Plan. In such event, Participants affected by the termination as determined by the Employer will be 100% vested without regard to the vesting schedule, and benefits will be distributed to Participants as soon as practicable after the Plan termination process is completed.

### C. What If Amounts Are Unclaimed?

The Employer will make reasonable efforts to locate a Participant or beneficiary entitled to benefits under the Plan. If such Participant or beneficiary is not located after a reasonable search, his or her unclaimed benefits will be forfeited until properly claimed. When properly claimed, the amount forfeited will be restored by the Plan or the Employer.

### D. Can My Benefits Be Assigned or Attached by Creditors?

In general, you cannot assign your benefits under the Plan to anyone, and your benefits generally are not subject to the claims of creditors. However, all or a portion of your benefits may be paid to your former spouse or dependents if required by a special court order which constitutes a qualified domestic relations order ("QDRO"). The Plan may charge the costs of processing such QDRO directly against your benefits. You may request and receive, free of charge, a copy of the Plan's QDRO procedures.

### E. Who Administers the Plan?

The Employer and the Trustee are responsible for the administration of the Plan, including establishing procedures, determining eligibility for participation, determining rights to and amounts of benefits, and interpreting the Plan. The Employer has full and complete discretionary authority over Plan matters.

### F. What if My Election to Receive Benefit Payment Is Denied?

A Participant or a beneficiary may file a written claim for benefits if the Participant or beneficiary determines that he or she has not been provided with the proper benefit. The full claims and appeal procedures are set forth in Section 13 of this Summary.

G. Is the Plan Insured?

No, benefits provided under the Plan are not insured by the Pension Benefit Guaranty Corporation (“PBGC”) because the Plan is a defined contribution plan which is not permitted by law to be insured by the PBGC. Accordingly, you may lose all or a portion of your benefits depending upon your Accounts’ investment experience under the Plan.

<b>11. STATEMENT OF ERISA RIGHTS</b>
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As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan Participants shall be entitled to:

*Receive Information About Your Plan and Benefits*

(a) Examine, without charge, at the Employer’s office and at other specified locations, such as those where Participants normally perform their services for the Employer, documents governing the Plan, 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.

(b) Obtain, upon written request to the Employer, copies of documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Employer may make a reasonable charge for the copies.

(c) Receive a summary of the Plan’s annual financial report. The Employer is required by law to annually furnish each Participant with a copy of this summary annual report.

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

*Prudent Action by Plan Fiduciaries*

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

### *Enforce Your Rights*

If your claim for a 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 Employer 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 Employer. If you have a claim for benefits which is denied or ignored, in whole or in part, and you follow the Plan's claim procedures, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### *Assistance With Your Questions*

If you have any questions about the 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 Employer, 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.



## 12. GENERAL INFORMATION

Employer's Name, Address,  
Employer Identification Number,  
and Telephone Number:

See Addendum No. 1

Type of Plan:

The Plan is a profit sharing plan with a Section 401(k) feature. This Plan is also an ERISA Section 404(c) plan.

Plan Number:

002

Type of Administration of Plan:

The Plan is administered by the Employer. The Trust is administered by a Trustee.

Plan Administrator and Named  
Fiduciary:

Plan Administrative Committee  
3500 E. Destination Drive  
Appleton, WI 54915  
(920) 944-0990

Agent and Address for Process of  
Service: (Service of legal process  
may also be made upon the Trustee  
or Plan Administrator)

Garrick Wisner  
3500 E. Destination Drive  
Appleton, WI 54915

Trustee and Address:

Fidelity Management Trust Company  
245 Summer Street  
Boston, MA 02210

Plan Year:

Begins on each January 1, and ends on  
the following December 31.

### 13. CLAIMS AND APPEAL PROCEDURES

The Plan's claims and appeal procedures are as follows:

#### A. Claims Procedures

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

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

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim by filing a written request for review with the Employer. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Generally, the Employer will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal by the Plan. If the Employer determines that special circumstances require an extension of time to process your claim, the Employer will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Employer had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim on review is denied, the Employer will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, and a statement of your right to bring a civil action under Section 502(a) of ERISA.

The Employer shall provide you with written notification of a plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner

calculated to be understood by you – the specific reason or reasons for the adverse determinations, reference to the specific plan provisions on which the benefit determination is based, a statement that you are entitled to receive, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

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

\* \* \* \*

*This is an important document and contains valuable information.*

*From time to time it will be supplemented.*

*Please keep it with your permanent records.*

### **Addendum No. 1 – Participating Employers**

The Employers listed below, along with their addresses and employer identification numbers, have adopted the Plan. Please note that for certain Plan purposes, it is possible you may have been credited service with a prior employer not listed here.

Agropur inc.  
3500 E. Destination Drive  
Appleton, WI 54915  
(920) 944-0990  
EIN: 35-1442306

Agropur MSI, LLC  
2340 Enterprise Ave.  
LaCrosse, WI 54602  
(608) 781-2345  
EIN: 39-1912170

## **Addendum No. 2 – Special Provisions**

Notwithstanding the provisions of the Plan described in this Summary, some other special provisions exist as follows:

1. The Green Meadows old match contributions to the former Trega Foods, Ltd 401(k) Plan (previously known as the Green Meadow Foods, LLC 401(k) Plan) are 100% vested.
2. Former participants of the Schroeder Plan who satisfied the minimum age and service requirements and entered the Schroeder Plan prior to October 1, 2010 are 100% vested in contributions made to that plan.
3. Employees of Main Street Ingredients, LLC who were employed on or before September 30, 2012 and subject to a 4 year graded vesting schedule in the Main Street Ingredients, LLC 401(k) Retirement Plan (the “MSI Plan”) will be subject to the 4 year graded vesting schedule applicable to the MSI Plan for purposes of Matching and Employer Contributions in the Agropur inc. 401(k) Retirement Savings Plan as follows: Years of Service and Vested Percentage: Less than 1 Year = 0%, 1 Year = 25%, 2 Years = 50%, 3 Years = 75%, 4 Years or more = 100%.
4. The Plan contains assets that were held under a prior money purchase plan. Money purchase plans are subject to different benefit and distribution requirements which carry over to this Plan. If you have assets that were transferred to this Plan from the prior money purchase plan, special distribution restrictions may apply with respect to such assets. In addition, the following provisions apply with respect to the money purchase plan such as payment in the form of an annuity. Participants with assets which were contributed to the money purchase pension plan known as the Weyauwega Milk Products, Inc. Retirement Plan which were then subsequently transferred to the Plan are 100% vested in those transferred money purchase pension plan assets.
5. Plan Participants employed at the Agropur St. Paul, Minnesota facility whose employment with Agropur inc. (or another participating Related Employer) is terminated as a result of the asset sale transaction that is expected to close on or about January 7, 2019, shall become 100% vested in discretionary Nonelective Employer Contributions previously made and/or to be made under the Plan on their behalf.
6. Plan Participants employed at the Agropur Grand Rapids, MI facility whose employment with Agropur inc. (or another participating Related Employer) is terminated as a result of the asset sale transaction that is expected to close on or about January 4, 2021, shall become 100% vested in discretionary Nonelective Employer Contributions previously made and/or to be made under the Plan on their behalf.

### **Addendum No. 3 - Loan Procedures**

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

You may apply for a loan by contacting the Plan's recordkeeper, Fidelity. Loans have been pre-approved by the Plan Administrator based on data supplied by the Plan Sponsor and the criteria outlined in these Loan Procedures. Loans will be allowed for any purpose. A loan set up fee of \$50.00 will be deducted from your Account for each new loan processed. An annual loan maintenance fee of \$25 will be deducted from your Account for each loan.

Loans may not be obtained from accounts under the Plan that are derived from transferred money purchase pension plan contributions/assets.

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

The minimum loan is \$1,000 and the maximum amount is the lesser of one-half of your vested Account balance or \$50,000 reduced by the highest outstanding loan balance in your Account during the prior twelve month period. All of your loans from plans maintained by your Employer or a Related Employer will be considered for purposes of determining the maximum amount of your loan. Up to 50% of your vested Account balance may be used as collateral for any loan.

#### **3. Number of Loans and Timing of Application**

Except for loans that were outstanding before July 1, 2018, you may only have one loan outstanding at any given time. You may not refinance an existing loan or obtain an additional loan for the purpose of paying off an existing loan.

A loan application may not be submitted until at least two weeks following the final and complete pay off any previous loan.

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

All loans shall bear a reasonable rate of interest as determined by the Plan Administrator based on the prevailing interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate shall remain fixed throughout the duration of the loan.

#### **5. Loan Repayments and Loan Maturity**

Repayment should be made through after-tax payroll deductions; however, if repayment is not made by payroll deduction, a loan shall be repaid in accordance with procedures provided by your Plan Administrator. All loans must be repaid in level payments on at least a quarterly basis over a five year period unless it is for the purchase of your principal residence in which case the loan repayment period may not extend beyond 15 years from the date of the loan. The level repayment requirement

may be waived for a period of one year or less if you are on a leave of absence, however, your loan must still be repaid in full on the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be re-amortized to extend the length of the loan by the length of the leave. If a loan is not repaid within its stated period, it will be treated as a taxable distribution to you.

#### 6. Default or Termination of Employment

The Plan Administrator shall consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered past due. In the event of a default, the entire outstanding principal and accrued interest shall be immediately due and payable. Prior to default, payments may be made to cure missed repayments and avoid default. If you terminate your employment, you may continue to repay your loan. Any default in repayment to the Plan will result in the treating of the balance due for your loan as a taxable distribution from the Plan.