# SUMMARY PLAN DESCRIPTION FOR THE ULTRA ELECTRONICS, INC. 401(k) PLAN

**Effective January 1, 2019**

PLEASE READ THIS CAREFULLY
AND KEEP FOR FUTURE REFERENCE.

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# 1. INTRODUCTION

Ultra Electronics, Inc. (the "sponsoring employer") sponsors and maintains the Ultra Electronics, Inc. 401(k) Plan (the "Plan") on behalf of itself and affiliated companies (collectively, the "employer," unless the context indicates a single employer). See Section 14 for a list of adopting employers. If you are an employee of Ultra Electronics, Inc. or one of the other adopting employers, the provisions of this booklet apply to you.

If you transferred an account balance from a predecessor plan to this Plan, the provisions of this booklet apply to your transferred account balance. If a special provision applies to the transferred balance, it is noted in the applicable section of this booklet.

The Plan is a qualified retirement plan designed to assist you in saving for retirement by allowing you to make savings contributions on a tax-favored basis to your own accounts (this is known as a "401(k)" feature). The employer will match those contributions up to a certain amount. In addition, the employer may make its own contributions to the Plan for your benefit (known as "nonelective" contributions).

This booklet is a Summary Plan Description ("SPD") and is a brief description of your Plan and your rights, obligations, and benefits in the Plan. This SPD does not interpret, extend, or change the provisions of your Plan in any way. The Plan provisions may only be determined accurately by reading the actual Plan Document. The Plan Document is written in much more technical and precise language. If this SPD and the Plan Document conflict, the Plan Document always governs.

A copy of the Plan Document is on file at your employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either your Plan or this SPD, you should contact the Plan Administrator (see Section 14 for contact information). If you would like a copy of the Plan Document, please contact the Plan Administrator.

This SPD describes the provisions of the Plan as of January 1, 2019, and is designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as ERISA (the Employee Retirement Income Security Act of 1974, as amended), the Internal Revenue Code, and other federal and state laws which may affect your rights. The Plan is subject to revision from time to time due to changes in laws or pronouncements by the Internal Revenue Service ("IRS") or Department of Labor ("DOL"). Your employer also may amend or terminate the Plan, subject to certain rules and conditions (see Section 10). If the provisions of the Plan described in this SPD change, your employer will notify you.

# 2. BECOMING A PARTICIPANT

## *2.1 WHICH EMPLOYEES CAN JOIN THE PLAN?*

All employees of an employer who has adopted the Plan generally can join the Plan except for the following:

- residents of Puerto Rico;
- employees covered by a collective bargaining agreement between the employer and representatives of the employees in which retirement benefits are the subject of good faith bargaining, except as otherwise provided in the collective bargaining agreement covering those employees;
- nonresident aliens;
- leased employees;
- reclassified employees. A reclassified employee is a person the employer does not treat as an employee for federal income tax withholding purposes (including but not limited to, independent contractors, persons the employer pays outside of the payroll system, and outsourced workers), but who the IRS at a later date determines to be an employee for Plan purposes; and
- an employee classified by the employer as a person employed in a position the duration of which is limited by time (that is the length of time the employment is expected to last) or specific project. This group would include summer employees, temporary employees, and transient employees.

## *2.2 ARE THERE OTHER CONDITIONS THAT I MUST MEET TO JOIN THE PLAN?*

No. There is no age or service requirement for eligibility to participate in the Plan.

## *2.3 ONCE I HAVE MET THE REQUIREMENTS TO JOIN THE PLAN, WHEN CAN I ACTUALLY ENTER THE PLAN?*

To make deferral contributions (see Section 3.2) and to receive matching contributions (see Section 3.3), you will be automatically enrolled in the Plan as soon as administratively feasible following the date you start employment with the employer or the date you become an eligible employee if you are not an eligible employee on the date you start employment (see Section 2.1). Your entry into the Plan is subject to your employer's satisfaction of the notice requirements for automatic deferrals or its receipt of your salary deferral agreement (each explained in Section 3.2), whichever is applicable to your situation.

To be eligible to receive a nonelective contribution (see Section 3.4), you will be automatically enrolled in the Plan as soon as administratively feasible following the date you start employment with the employer or the date you become an eligible employee if you are not an eligible employee on the date you start employment (see Section 2.1).

## *2.4 WHAT HAPPENS ONCE I AM ABLE TO ENTER THE PLAN?*

You will be automatically enrolled in the Plan when you satisfy the conditions in Sections 2.1, 2.2 and 2.3. The Plan Administrator will notify you when you become eligible to participate in the Plan (in most cases, this will be done on the date you start employment with the employer). If you want to make deferral contributions (see Section 3.2), you can call the recordkeeper of the Plan, Fidelity Investments, at (800) 835-5095 or log onto the retirement plan website at www.401k.com. In addition, you may be able to take advantage of the Plan's automatic enrollment feature described in Section 3.2. **It is important to realize that if you do not make an affirmative election to make deferral contributions to the Plan**, you will be entered in the Plan's automatic deferral program described in Section 3.2, provided you are eligible.

If you satisfy the conditions to receive a nonelective contribution (see Section 3.4), it will be automatically made to a subaccount established for you without any action on your part.

Though you do not have to do anything to be enrolled in the automatic deferral program or to be entered in the Plan to receive nonelective contributions, you still have the ability to select the investment fund or funds in which you would like these monies to be deposited (see Section 4.3). When your employer notifies you that you are eligible to participate in the Plan, it will provide you with detailed information about the investment funds available to you. Once you review this information, you should contact Fidelity at (800) 835-5095 or log onto the retirement plan website at www.401k.com and choose your investment funds.

You can download the NetBenefits® app from the App Store®, Google Play™ Store, or Windows Store to access your account on your mobile device.

Fidelity is here to help! If you have questions, call **800-835-5095** Monday through Friday, 8:30 a.m. to midnight Eastern time (excluding most holidays). You can also use the automated voice response system, virtually 24 hours, 7 days a week. **Para español, llame al 800-587-5282.**

## *2.5 UNDER WHAT CONDITIONS MAY I REENTER THE PLAN AFTER I AM REHIRED?*

You will immediately reenter the Plan upon rehire, assuming you are an eligible employee (see Section 2.1). If you are not an eligible employee upon rehire, you will immediately reenter the Plan should you later become an eligible employee.

### 2.6 *WHAT HAPPENS IF I TRANSFER TO OR FROM A CLASS OF EMPLOYEES THAT IS NOT COVERED BY THE PLAN?*

If you are in an excluded class of employees (see Section 2.1) and transfer to an eligible class, you will become a participant immediately if you would have already entered the Plan except for the fact that you were in an excluded class. The Plan counts your service in the excluded class for vesting purposes (see Section 5).

After becoming a participant, if you transfer to an excluded class of employees, you will cease to be an active participant in the Plan, meaning you will not be allowed to make deferral contributions or receive matching and nonelective contributions. However, the funds that have accumulated in your account will remain in the Plan until you retire, die, become disabled or otherwise leave employment, or become eligible for an in-service distribution (see Section 8.1). Your account will continue to experience investment earnings and losses, and you will continue to be able to make investment decisions (see Section 4.3). You also will continue to earn credit for years of vesting service (see Section 11.1). Your active participation will begin again immediately if you return to an eligible class of employees.

### 2.7 *HOW WILL MY BENEFITS UNDER THE PLAN BE AFFECTED BY MY UNIFORMED SERVICE LEAVE?*

The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) provides for the protection of certain benefits due to your uniformed service leave. Uniformed service leave includes not only service with the armed services, but also the commissioned corps of the public health service, and any other category of persons designated by the President in time of war or emergency. If you return to active employment with the employer within the period set by USERRA, you will be eligible to make up deferral contributions to the Plan. In addition, the employer will make contributions to the Plan on your behalf to which you would have otherwise been entitled but for your uniformed service leave. You may also be entitled to credit for service for vesting and eligibility purposes for your period of leave. Loan repayments to the Plan (see Section 8.4) may be suspended for any part of any period during which you are performing service in the uniformed services. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009.

If you are a veteran and are reemployed under USERRA, you may be eligible for benefits if you become disabled while on active duty. In addition, if you die while performing in the uniformed services, your beneficiary is entitled to receive any additional benefits (other than benefit accruals relating to the period while you were on military leave) provided under the Plan, as if you had resumed employment on the day before your death.

If you are performing qualified military service for a period of greater than 30 days, you may elect to withdraw your deferral contributions, safe harbor matching contributions, and nonelective contributions during your active duty period. You will be suspended from making any contributions for 6 months following the distribution and the withdrawal may be subject to the 10% early withdrawal penalty tax.

If you believe these provisions apply to you, you should contact the Plan Administrator immediately. If you may be affected by any of these provisions, ask the Plan Administrator for further details.

# 3. YOUR ACCOUNT

## *3.1 WHAT ARE MY ACCOUNTS?*

When you become a participant, the Plan will establish an account in your name. Within your account there will be several subaccounts based on the types of contributions made to the Plan for you. The following types of contributions can be made to the Plan:

- pre-tax deferral contributions,
- Roth deferral contributions;
- safe harbor matching contributions;
- nonelective contributions (sometimes referred to as "profit-sharing contributions"); and
- rollover contributions.

Prior to 2008, the Plan made regular matching contributions. If you participated in the Plan prior to 2008, your account may include a subaccount for these regular matching contributions.

If you participated in a qualified retirement plan with another employer and that plan has been merged into this Plan, your account may include a subaccount for those merged funds.

Investment earnings and losses will be valued daily to your account and the applicable subaccounts (see Section 4.2).

## *3.2 WHAT ARE DEFERRAL CONTRIBUTIONS?*

Deferral contributions are a part of your compensation that you request the employer contribute to the Plan instead of paying it to you in cash. They can be made on a pre-tax or after-tax (Roth) basis.

Generally, you can elect to contribute up to 90 percent of your compensation up to the IRS limits discussed below or you can elect to defer zero. Your deferral contributions must be made in whole percentages or whole dollar amounts. Deferrals will be made from any bonuses, commissions, or overtime pay you receive as well as your regular pay. The percentage of compensation or dollar amount you elect to defer applies to your compensation for the portion of the Plan Year during which you are a participant.

- **Pre-tax deferral contributions**: The amount you elect to defer as a pre-tax deferral contribution is contributed directly to the Plan before you

receive it; no federal income taxes are paid on that amount at the time of the contribution. So, it is a *pre-tax* contribution. You pay income taxes on these contributions and investment earnings when you receive a distribution from the Plan. Pre-tax deferral contributions will be made by payroll deduction and are considered to be pre-tax deferral contributions for the Plan Year in which they are made.

- **Roth deferral contributions**: You will be eligible to designate some or all of your deferral contribution as a Roth deferral contribution at the time you make your deferral election. Once made, this election will be irrevocable (that is, Roth deferral contributions cannot later be re-characterized as pre-tax deferral contributions). If you elect to make Roth deferral contributions, the amount of your contribution will be included in your income for tax purposes, and the income tax withholding amounts will be deducted from the remainder of your pay, not from the Roth deferral contribution amount.

  Except with respect to the income taxation of Roth deferral contributions at contribution (described above) and to the distribution of amounts attributable to Roth deferral contributions (described below), Roth deferral contributions are subject to the same rules applicable to pre-tax deferral contributions. For example, pre-tax and Roth deferral contributions are added together to determine whether you have reached the federal tax law limit on deferral Contributions ($19,000 in 2019 for those not eligible to make age 50 and over catch-up contributions) or the Plan's deferral limit.

**If you have participated in more than one employer-sponsored qualified plan during the year, the federal tax law limit on deferral contributions is your personal limit across all plans, and you should promptly inform the Plan Administrator of any contributions you made outside of this Plan.**

Your deferral contributions cannot be forfeited for any reason, however, there are special Internal Revenue Code rules that must be satisfied and may require that some of your contributions be returned to you. The Plan Administrator will notify you if any of your contributions will be returned.

There are two ways for you to make a deferral contribution to the Plan. One is to contact Fidelity at (800) 835-5095 or log onto the retirement plan website at www.401k.com and specify the amount or percentage of your compensation you wish to defer. The other method is to rely on the Plan's automatic deferral program described at the end of this Section.

Only amounts earned after your deferral request is received or the automatic deferral program's notice period has expired can be contributed to the Plan.

**Catch-up contributions**: Additionally, if you are age 50 or older or will attain age 50 during the Plan Year, you are able to contribute an additional amount (up to $6,000 in 2019) over the IRS limit stated above. This is called a "catch-up"

contribution. Catch-up contributions can only be made through payroll deduction and must be made by the end of the calendar year. The employer will match catch-up contributions up to the limit allowed under the Plan. If you are interested in making catch-up contributions, call Fidelity at (800) 835-5095 or log onto the retirement plan website at www.401k.com for additional information.

You may increase or decrease your deferral contributions at any time, such change to be effective at the beginning of the following pay period (subject to administrative feasibility). You may stop your deferral contributions at any time, such change to be effective at the beginning of the following pay period (subject to administrative feasibility). If you have elected to stop your deferral contributions and you remain an eligible employee (as explained in Section 2.1), you may start contributing again at any time, such election to be effective at the beginning of the following pay period (subject to administrative feasibility).

You are always 100 percent vested in your deferral contributions.

**Automatic deferral program**: To encourage employees to save for retirement, the Plan has an automatic deferral program. Under this program, if you are eligible to make deferral contributions to the Plan but fail to make a deferral election, your employer will automatically enroll you in the Plan and defer 3 percent of your compensation on a pre-tax basis. Unless you make an affirmative election to stop these deferrals or to change the deferral percentage, you will continue to be subject to the automatic deferral program.

The Plan includes a qualified automatic contribution arrangement (commonly called a “QACA”). Under this provision, a participant’s automatic deferral percentage is automatically increased each Plan Year by 1 percent until it reaches 10 percent. You will be notified before each increase occurs and given the opportunity to decline the automatic increase at that time. Declining the increase is the equivalent of making a deferral election at the pre-increase deferral rate.

You may make a deferral election at any time to select an alternative deferral amount or to elect not to defer under the Plan. Once you make an election (either to defer a different percentage from the QACA percentage or not to defer at all), you no longer are eligible for QACA automatic increases.

**Limited refund of automatic deferrals**: If you are automatically enrolled in the Plan under the QACA program and you do not want to defer to the Plan, the Plan will refund your deferrals made under the QACA program to you if you notify the Plan Administrator or the Plan’s trustee within 90 days of the first payroll in which money was deferred under the QACA program.

## *3.3 WHAT ARE SAFE HARBOR MATCHING CONTRIBUTIONS?*

Safe harbor matching contributions are contributions made by the employer to your account because you make deferral contributions. These matching

contributions are called “safe harbor” matching contributions because they comply with certain guidelines established by the IRS and allow the Plan to automatically pass certain nondiscriminatory tests imposed by the IRS on certain retirement plans. Passage of these tests helps the Plan maintain its qualified status under the Internal Revenue Code. Maintaining that status allows you to enjoy the tax-free savings features of the Plan.

The Plan began providing safe harbor matching contributions January 1, 2008. (Employers who began participating in the Plan after January 1, 2008, began providing safe harbor matching contributions at later dates.) Each Plan participant who makes a deferral contribution to the Plan, whether under the QACA provisions or an affirmative deferral election (see Section 3.2), is entitled to receive an employer matching contribution equal to 100 percent on the first 1 percent of deferral contribution and 60 percent for each percentage of deferral contribution from 2 percent through 6 percent. The amount of safe harbor matching contribution a participant can receive will not exceed 4 percent of that participant’s compensation for the Plan Year. You will be 100 percent vested in the safe harbor matching contributions when you complete two years of vesting service (see Section 5.2) with your employer or any other employer participating in the Plan. If you terminate employment with your employer prior to completion of two years of vesting service, you will forfeit your right to your safe harbor matching contribution subaccount.

**Regular matching contributions**: Prior to January 1, 2008, the Plan provided regular (non safe harbor) matching contributions. These regular matching contributions were made by your employer and allocated to your account because you made pre-tax contributions (See Section 3.2.). If you received these matching contributions, they are maintained in a separate subaccount within your account. The employer is no longer making these regular matching contributions to the Plan; however, certain rules and features may apply to these contributions that do not apply to the safe harbor matching contributions. In such case, the difference will be noted in applicable sections throughout this SPD.

### *3.3 WHAT CONDITIONS MUST I MEET TO BE ELIGIBLE TO SHARE IN THE SAFE HARBOR MATCHING CONTRIBUTIONS FOR A PLAN YEAR?*

You must make deferral contributions during the Plan Year, either through the Plan’s automatic deferral program or by making an affirmative deferral election (see Section 3.2).

### *3.4 WHAT ARE NONELECTIVE CONTRIBUTIONS?*

Nonelective contributions (sometimes referred to as “profit-sharing contributions”) are contributions made by your employer to the Plan on behalf of the employer’s eligible employees. These contributions are made solely within the discretion of the employer. The employer will determine the amount of the contributions, if any, it will contribute to the Plan in any given year. The amount

to be contributed may be different each year. There may not be a contribution in some years.

If the employer makes a nonelective contribution for a Plan Year, the amount you receive will be determined by dividing your compensation for the Plan Year by the total compensation of all the eligible employees entitled to share in the contribution. Nonelective contributions are subject to the 5-year vesting schedule explained in Section 5.2.

### 3.5 WHAT CONDITIONS MUST I MEET TO BE ELIGIBLE TO SHARE IN THE NONELECTIVE CONTRIBUTIONS FOR A PLAN YEAR?

You must complete 1,000 or more hours of service (see Section 11.2) during the Plan Year, and you must be employed on the last day of the Plan Year. However, if your employment ended during the Plan Year due to your retirement after attaining your normal retirement age (see Section 6.1), disability, or death, you will share regardless of your hours of service and your employment status at the end of the year.

### 3.6 FOR DETERMINING THE AMOUNT OF MY DEFERRAL CONTRIBUTION, SAFE HARBOR MATCHING CONTRIBUTION AND NONELECTIVE CONTRIBUTION, WHAT DOES COMPENSATION MEAN?

Compensation means your wages, salaries, fees for professional services, and other amounts received by you (whether in cash or other form) for personal services actually rendered by you in the course of employment with the employer during the Plan Year, to the extent those amounts are included in your gross income for the year.

Compensation includes deferral contributions made by you to a 401(k) plan (like this Plan), a cafeteria plan, a simplified employee pension plan, a tax sheltered annuity, or a transportation fringe benefit plan. Compensation also includes bonuses, commissions, and overtime.

Generally, compensation is counted for the portion of the Plan Year during which you are a participant. However, compensation also includes the following amounts paid to you after you terminate your employment with the employer, provided the payments would have been made to you if you had not terminated your employment:

1) Compensation for services performed during your regular working hours, or compensation for services outside your regular working hours, such as overtime or shift differential, commissions, bonuses, or other similar payments;

2) Nonqualified unfunded deferred compensation, if the payment is includible in gross income;

3) Amounts paid for unused sick, vacation, or other leave, if (i) such amounts would have been included in compensation had they been paid to you prior to your termination of employment, and (ii) you would have been able to use the leave had your employment with the employer continued.

For these post-termination amounts to be considered compensation, the payments must occur within the later of:

- 2½ months after you terminate employment, or
- the end of the year that includes the date of your termination.

Any other payment that is made after termination of employment (such as severance pay) is not considered compensation for Plan purposes.

By law, the Plan cannot recognize compensation in excess of $280,000 in 2019. This amount may be adjusted in future years by the Secretary of the Treasury for cost of living increases. If you feel you may be affected by this rule, ask your Plan Administrator for further details.

## *3.7 ARE THERE LIMITS TO THE AMOUNT OF SAFE HARBOR MATCHING CONTRIBUTION AND NONELECTIVE CONTRIBUTION THAT CAN BE MADE TO MY ACCOUNT?*

Yes. The federal government limits the amounts that can be added to your account in a single year. Generally, for 2019, the limit is $56,000. This limit may be adjusted each year by the Secretary of the Treasury to take into account cost-of-living increases. The rules concerning this and other limits are very complicated and are beyond the scope of this SPD. If you have questions about these limits, contact your Plan Administrator.

## *3.8 WHAT ARE ROLLOVER CONTRIBUTIONS?*

Rollover contributions are distributions from an eligible retirement plan (or from an individual retirement account that holds a rollover from another eligible plan (excluding after-tax contributions)) that are either transferred directly to this Plan or "rolled over" to this Plan within 60 days of distribution to you. If you were previously employed and you received a lump sum distribution, or are entitled to receive a distribution from your prior employer's retirement plan, you may be able to "roll over" the amount of the distribution to this Plan. This may be important to you because of various tax consequences. For instance, you may wish to defer paying taxes on the lump sum distribution you receive from a prior employer's plan. The rules involving rollovers are complex and their benefit or impact depend on each person's individual situation. Whether you can, or even should, roll over an amount you previously received is a question you should discuss with your personal tax advisor. If you decide to make a rollover contribution to the Plan, or if you desire more information about making a

rollover contribution, contact Fidelity at (800) 835-5095 or log onto the retirement plan website at www.401k.com for more details about making the rollover.

# 4. INVESTMENT OF PLAN FUNDS

## *4.1 HOW ARE THE PLAN FUNDS INVESTED?*

The trustee deposits contributions, rollovers, and transfers in the trust fund established for the Plan. The trustee is responsible for the safekeeping of Plan assets.

As a participant, you are responsible for directing the manner in which the monies in your own account are invested. You may choose to invest your account among several different investment funds selected by the Plan Administrator. You can place 100 percent of those amounts in one fund or spread your account in multiples of 1 percent among several investment funds (just make sure your total investments add up to 100 percent). If you do not tell the Plan Administrator how you want your contribution invested, your contribution automatically will be invested in the FIAM Blend Target Date Commingled Pool Class Q, with a corresponding target retirement date, based on your date of birth and assuming a retirement age of 65. Target Date Funds are an asset mix of stocks, bonds and other investments that automatically becomes more conservative as the fund approaches its target retirement date and beyond. You can change your investment elections (see Section 4.3). You also can make separate investment elections for your current account balance and for your future contributions to the Plan. Any changes you elect to make will become effective as soon as the Plan Administrator and investment provider can accomplish the change.

Expenses of administering the Plan and related trust may be paid from the trust fund. Fees and costs associated with the investment of your account may be charged to your account.

The Plan is an “ERISA 404(c) plan,” which means that the Plan is intended to be a plan described in Section 404(c) of the Employee Retirement Income Security Act. This means you are legally responsible for your investment choices. The Plan Administrator, investment provider, and the trustee do not have any legal responsibility to determine if your investment selection is appropriate for your circumstances. These fiduciaries may be relieved of liability for any losses that are the direct and necessary result of your investment. To assist you in making informed investment decisions, the Plan Administrator is required to provide you with certain disclosures required under the Department of Labor's participant disclosure regulation (See DOL Regulation §2550.404a-5) initially and on an annual basis. You should contact the Plan Administrator with any questions regarding these disclosures. Fidelity is assisting the Plan Administrator in complying with this regulation and will make this disclosure notice available for you to review and access via Fidelity's website.

### 4.2 *HOW DO I SHARE IN INCOME FROM THE PLAN'S INVESTMENTS?*

The assets in the Plan are invested in available investment options and a separate account is established for each participant who receives and/or makes a contribution. The value of your account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option, and withdrawals. Your account statement is available online at www.401k.com. You can view and print a statement for any time period up to 24 previous months.

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

Fidelity's Self-Directed Brokerage ("SDB") program (BrokerageLink) allows a wide variety of investments with a diverse fee structure. The investment earnings on each self-directed brokerage account will be allocated solely to that account, and self-directed brokerage accounts will not share in the investment earnings of the other Plan funds. Please go online for more information regarding the SDB investment option.

### 4.3 *HOW DO I DECIDE HOW MY FUNDS SHOULD BE INVESTED?*

The Plan Administrator (or investment provider under the direction of the Plan Administrator) will provide you with the following information about available investment options under the Plan:

- A description of each fund available. This description will explain the investment objectives of the fund, the types of assets in which the fund is invested, and the risk and return characteristics of the fund. It will also describe the manner in which the investments of the fund are diversified.
- The identity of any investment managers for each fund.
- A description of any fees or expenses that may be charged to your account. These fees might include commissions, sales loads, deferred sales charges, redemption fees, and exchange fees.
- After you have made an investment in a particular fund, if that fund has a prospectus, the Plan Administrator or fund provider will provide you with that prospectus automatically, unless you received the prospectus shortly before making the investment. However, this does not apply if you previously had money in that fund.

Upon request, you can also receive additional information about each investment fund, including:

- A description of the annual operating expenses of the fund, to the extent that these expenses may reduce the rate of return of the fund.
- Copies of any prospectuses, financial statements, and any other reports about the fund that have been provided to the Plan Administrator.
- A list of the largest assets held by the fund.
- Information concerning the value of shares or units of the fund, and information regarding the historical investment performance of the fund, net of expenses.
- Information concerning the value of shares or units of the fund held in your account.

If an investment fund is invested in common stocks or other securities that have voting rights, those voting rights are retained by the Plan Administrator and the trustee. You will not be given the opportunity to vote the shares of stock or other securities held by any fund.

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

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

You will also receive prospectuses for any investment option you did not previously own.

For more information regarding the Service, or to enroll, contact Fidelity at (800) 835-5095 or log onto the retirement plan website at www.401k.com.

# 5. VESTING AND FORFEITURES

## 5.1 *WHAT IS VESTING?*

Vesting is the term that refers to the portion of your account that cannot be forfeited by you or taken away from you. Your vested interest in your account depends on your length of vesting service (see Section 11.1) with the employer and the type of contributions made to your account.

You are always 100 percent vested in your deferral contributions and rollover contributions, and the investment income attributable to those contributions.

Your vested interest in your nonelective and matching contributions, and the investment income attributable to those contributions, depends on the number of years of vesting service you have completed (see Section 11.1) and is expressed in terms of a vested percentage

## 5.2 *HOW IS MY VESTED PERCENTAGE DETERMINED?*

You will become 100 percent vested in your *safe harbor matching contributions* and their investment earnings when you complete two years of vesting service (see Section 11.1) with your employer or any other employer participating in the Plan.

Your vested percentage in your *nonelective contributions* and the investment income attributable to those contributions is determined under the following table:

| If Your Number of Years of Vesting Service Is | The Vested Percentage Will Be |
|---|---|
| Less than 1 Year | 0% |
| 1 | 20% |
| 2 | 40% |
| 3 | 60% |
| 4 | 80% |
| 5 or more | 100% |

If you die, become disabled, or reach your normal retirement age while a participant and while employed by the employer, you will become 100 percent vested in your nonelective contributions, regardless of your vesting service.

## 5.3 *WHAT ARE FORFEITURES?*

If you end employment with the employer before you are 100 percent vested (see Section 5.2) in your nonelective contribution subaccount or safe harbor matching contribution subaccount, the nonvested portion of your account is called a forfeiture. When an amount is forfeited, you lose your right to have that amount paid to you as a benefit.

## 5.4 *WHEN DO FORFEITURES OCCUR?*

You will forfeit the nonvested portion of your account on the earlier of the following dates:

(1) The last day of the Plan Year in which you first incur five consecutive breaks in service (see Section 11.3).

(2) The date you receive distribution of the entire vested balance of your account.

## 5.5 *WHAT HAPPENS TO FORFEITURES?*

Forfeitures are first used to reduce administration expenses of the Plan. Any remaining forfeitures are used to reduce the amount of matching contributions the employer is to make to the Plan in the year following the year in which the forfeiture occurred.

## 5.6 *RESTORATION OF FORFEITURES?*

If you incur a forfeiture and later are reemployed, the amount you forfeited will be restored to your Plan account if you repay to the Plan (for credit to your account) the total amount of the distribution you received that caused the forfeiture of your nonvested balance.

To be eligible for forfeiture restoration, you must:

(1) repay your vested account balance within five years of your reemployment date;

(2) be employed by the employer on the date your repayment is made to the Plan; and

(3) not have incurred five consecutive breaks in service (see Section 11.3).

If your vested interest in your Plan account was zero when you ended employment (so you were unable to take a distribution), your prior account

balance will automatically be restored if you are reemployed before you experience five consecutive breaks in service.

**Example:** Assume you terminate employment with your employer in 2019 with an account balance of $3,000, of which $2,800 is vested. You elect to receive a lump sum distribution of your vested Account balance. The remainder, or $200, is forfeited in 2019. If you are rehired on January 1, 2020, and repay the $2,800 distribution prior to January 1, 2025, the $200 previously forfeited will be restored to your Account. Additionally, your service after January 1, 2020 is counted toward vesting your pre-break Account balance of $3,000.

# 6. RETIREMENT, DEATH, AND DISABILITY

### *6.1 WHEN IS MY NORMAL RETIREMENT AGE?*

Your normal retirement age under the Plan is age 65.

### *6.2 WHAT IS MY RETIREMENT DATE?*

Your retirement date under the Plan is the date you actually retire from employment with the employer after attaining your normal retirement age.

### *6.3 WHAT HAPPENS WHEN I REACH NORMAL RETIREMENT AGE?*

You become 100 percent vested in your entire existing Plan account and any future nonelective and matching contributions credited to your account, regardless of the number of years of vesting service credited to you (see Section 5.2).

### *6.4 IS THERE AN EARLY RETIREMENT DATE UNDER THE PLAN?*

No. The Plan does not have any special rules for early retirement.

### *6.5 WHAT HAPPENS IF I SUFFER A DISABILITY?*

If you become totally and permanently disabled (as defined by the Plan) while a participant and while still employed by the employer, you will automatically become 100 percent vested in your entire Plan account, regardless of your age or years of vesting service with the employer. In addition, should you become disabled, you may be able to receive a distribution from your account prior to separation from service (see Section 8.1).

Under the Plan, “disability” means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require you to submit to a physical examination to confirm your disability.

### *6.6 WHAT HAPPENS IF I DIE WITH AN ACCOUNT BALANCE IN THE PLAN?*

If you die while a participant and while still employed by the employer, 100 percent of the balance in your account (without regard to vesting service as explained in Sections 5.2 and 11.1), will be payable to your beneficiary.

Otherwise, the regularly vested amount that would have been payable to you will be paid to your beneficiary.

## *6.7 HOW DO I DESIGNATE A BENEFICIARY?*

If you are married, your spouse is automatically your beneficiary. If you are not married, you may designate any one or more persons of your choosing to be your beneficiary.

You may designate a beneficiary or beneficiaries online through the Fidelity website (www.401k.com). Married participants electing a non-spouse beneficiary must submit a notarized spousal consent form in order for the beneficiary election to be valid. The spousal consent form is generated online when a non-spousal beneficiary is elected, and can be printed by the participant.

You may designate or change your beneficiary designation at any time online through the Fidelity website (www.401k.com). If you later get married, your spouse automatically becomes your beneficiary and your prior designation is no longer in effect.

If there is ever any change in your marital status, you should inform the Plan Administrator immediately. A divorce decree or a decree of legal separation will revoke the rights of your spouse as beneficiary unless the decree or a QDRO (see Section 7.7) provides otherwise.

# 7. DISTRIBUTIONS FROM THE PLAN

## *7.1 WHEN CAN I GET MONEY FROM THE PLAN?*

Generally, you can take a distribution from your Plan account as soon as practicable after the later of (i) the date you reach your normal retirement age (see Section 6.1), and (ii) the date you leave employment.

Usually, by law, benefits under the Plan must begin in any case by no later than the 60th day after the end of the Plan Year in which the later of the following occurs: (1) you reach age 65, or (2) the date you leave employment. However, regardless of the foregoing, the Plan permits you to elect to delay benefit commencement until age 70½.

You may elect to begin receiving benefits at any time after your employment with the employer ends.

## *7.2 IF I QUIT OR OTHERWISE LEAVE EMPLOYMENT BEFORE NORMAL RETIREMENT AGE, MAY I RECEIVE MY BENEFITS EARLY?*

Yes. Subject to your approval, the benefits from your account will be paid as soon as administratively practicable after your employment with the employer ends. When your employment with the employer ends, you will be given information regarding your Plan benefits and the right to receive a distribution or request a rollover to another eligible retirement plan. If you do not elect to receive a distribution or rollover after your employment ends, the Plan Administrator may (i) distribute your benefit without your consent upon your attainment of age 65 (unless you affirmatively elect to keep your benefit in the Plan until you attain age 70½), or (ii) treat your inaction as an election to keep your money in the Plan until age 70½, at which time the Plan Administrator will distribute your benefit without your consent.

Notwithstanding the preceding paragraph, you cannot postpone receipt of your distribution if your vested account balance is $5,000 or less. In that case, the Plan Administrator will direct the trustee that any account exceeding $1,000 be distributed to an individual retirement account or annuity (“IRA”) for your benefit. The IRS provider will be Fidelity Investments. If your vested account balance is $1,000 or less, the Plan Administrator will direct the trustee to distribute it to you as a lump sum distribution without your consent. Prior to such distribution you have the right to request that the amount be distributed directly to you as a lump sum payment or to request that it be rolled over to a different IRA provider or another retirement plan eligible to receive rollover contributions.

If you fail to request a different treatment of an automatic distribution under the Plan’s cash-out provision, your distribution will be paid over to an IRA provider chosen by the Plan Administrator and invested in a product designed to preserve the principal of that distribution while still providing a reasonable rate of return

and preserving liquidity. The fees assessed against this newly established IRA by its provider will be paid by the participant.

If you have questions regarding the Plan's automatic rollover rules, the Plan's IRA provider for automatic rollovers, or the fees and expenses applicable to the automatic rollover IRA, please contact the Plan Administrator. Your consent will be required for any distribution if your vested account balance is greater than $5,000.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may apply for a distribution by contacting Fidelity. Most distributions have been pre-approved by the Plan Administrator.

## *7.3 IF I CONTINUE WORKING PAST MY NORMAL RETIREMENT AGE, WHEN DO MY PAYMENTS BEGIN?*

If you continue working past normal retirement age (see Section 6.1), your active participation in the Plan will continue (assuming you are still an eligible employee as described in Section 2.1), and your benefits will not be paid until after your employment ends.

However, if you own at least 5 percent of the employer, you must generally begin receiving benefits by April 1 following the end of the year in which you reach age 70½, regardless of whether your employment has ended.

## *7.4 IN WHAT FORM WILL MY BENEFITS BE PAID?*

Your benefits will be paid in the form of a single lump sum unless you elect installment payments (a series of equal payments made over a period of time) or a partial withdrawal.

## *7.5 MAY I ROLL MY DISTRIBUTION OVER INTO AN IRA OR ANOTHER ELIGIBLE RETIREMENT PLAN?*

In most cases you may "roll over" all or any portion of your distribution into an IRA or another eligible retirement plan. The portion of your distribution that is rolled over is not taxable income to you until you withdraw it from the IRA or the other eligible retirement plan. The amount rolled over also is not subject to any penalty tax for early withdrawal. You can also elect to have your distribution rolled over to a Roth IRA, but only if the roll over is a direct rollover (explained below). The rules regarding rollovers are complex. We suggest that you consult a professional tax advisor to review your rollover options.

There are two ways to roll your distribution over into an IRA or another eligible retirement plan. First, you may simply take the distribution in cash and then contribute it to the IRA or eligible retirement plan within 60 days of the original

distribution. This is known as an indirect rollover. If you choose this method, taxes will be withheld from the distribution. To obtain the maximum tax benefit, you must also contribute an amount equal to the amount of taxes withheld to the IRA or eligible retirement plan.

The second way to roll over a distribution is to elect a “direct rollover,” in which the trustee of this Plan pays the amount directly to the trustee or custodian of the IRA or eligible retirement plan. Under either method, the amount rolled over escapes current federal income taxation, but only the direct rollover allows you to avoid certain federal tax withholding requirements.

Most distributions qualify for a rollover, but certain distributions may not be rolled over. Distributions of less than $200 may not be rolled over. If your distribution is in the form of installments for a period of ten years or more, the installments may not be rolled over. Additionally, in-service hardship distributions (see Section 8.2) may not be rolled over. If your distribution commences after age 70½, a portion of it may not be eligible for rollover.

If you would like more information about rollovers, please contact Fidelity at (800) 835-5095 or online at www.401k.com.

## *7.6 WHAT HAPPENS TO MY BENEFIT IF I DIE?*

Generally, if you die, your benefit will be paid to your beneficiary as soon as practicable following your death or, if later, the date on which the Plan Administrator receives notification of, or otherwise confirms, your death. However, if your designated beneficiary is a person, that beneficiary may elect to delay payment of the benefit for up to 5 years. If an amount owed to a beneficiary does not exceed $5,000, the Plan Administrator may cause the benefit to be paid automatically to the beneficiary, in a single lump sum, without the beneficiary’s prior consent.

If your beneficiary is your spouse, your spouse can roll over his or her portion of the benefit to an IRA or Roth IRA. The rollover can be direct or indirect (see Section 7.5). If your beneficiary is not your spouse, your beneficiary can transfer his or her portion to an IRA or Roth IRA, but only as a direct rollover.

In addition, if your spouse is your beneficiary, he or she may roll over the distribution into a *traditional* IRA. However, a beneficiary who is not your spouse can only request a direct rollover to an *inherited* IRA. A direct rollover will result in no tax being due until the beneficiary withdraws funds from the inherited IRA. However, the amount transferred to the inherited IRA is subject to the “nonspouse minimum distribution rules” of the Internal Revenue Code. A beneficiary should consult with a qualified tax consultant before requesting such a rollover.

## 7.7 *WHAT IS A QUALIFIED DOMESTIC RELATIONS ORDER, AND HOW CAN A QUALIFIED DOMESTIC RELATIONS ORDER AFFECT MY BENEFITS UNDER THE PLAN?*

**A** Qualified Domestic Relations Order, or "QDRO," is a court order that provides child support, alimony, or marital property rights to a spouse, former spouse or dependent from your account in the Plan. A QDRO must be issued pursuant to a state domestic relations law and must meet certain technical requirements. A QDRO cannot require the Plan to provide any type or form of payment, or any option, not permitted by the Plan (although it can require payment before you terminate employment). Under a QDRO, a former spouse may be entitled to the same rights as a current spouse, with respect to some or all of your account. If this is the case, then any provisions in the Plan that require spousal approval, such as naming a nonspouse beneficiary or (if applicable) choosing certain optional forms of payment, may apply to your former spouse with respect to the portion of your account designated for the former spouse.

The Plan Administrator will determine whether an order meets the requirements of a QDRO. While the Plan Administrator is making this determination, you may be prohibited from receiving a distribution, withdrawal, or loan from the Plan.

If the amount owed to an alternate payee does not exceed $5,000, the benefit may be paid to the alternate payee as a single lump sum without the alternate payee's prior consent.

Your account may be subject to a processing fee for the determination and implementation of a QDRO.

These and other rules are contained in the Plan's QDRO procedures. If you believe you may be subject to a QDRO, you should contact the Plan Administrator immediately. You can obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

# 8. IN-SERVICE DISTRIBUTIONS AND LOANS

## *8.1 MAY I RECEIVE A DISTRIBUTION FROM THE PLAN BEFORE I TERMINATE EMPLOYMENT?*

Yes. In-service distributions of your vested account balance are available in limited circumstances from certain subaccounts. You must be 100 percent vested in a subaccount (see Section 5) to receive an in-service distribution from that subaccount.

**Rollover contributions**: If you have made a rollover contribution to the Plan (see Section 3.8), you can request a distribution of those funds at any time and for any reason.

**Deferral contributions:** You can request an in-service distribution from your deferral contributions subaccount at any time in the event of a financial hardship (see Section 8.2) or should you suffer a disability (see Section 6.5). You can also request an in-service distribution of your deferral contributions and earnings thereon any time after you have attained age 59½.

**Matching contributions:** You can request an in-service distribution from your regular matching contribution subaccount and safe harbor matching contribution subaccount (see Section 3.3) any time after you have attained age 59½. You can also request an in-service distribution from these subaccounts at any time should you suffer a disability (see Section 6.5).

**Nonelective contributions:** You can request an in-service distribution from your nonelective contribution subaccount (see Section 3.4) any time after you have attained age 59 ½. You can also request an in-service distribution from this subaccount at any time should you suffer a disability (see Section 6.5).

## *8.2 WHAT ARE THE CONDITIONS FOR OBTAINING A HARDSHIP DISTRIBUTION?*

A hardship distribution is a special in-service distribution that you can take under limited circumstances. You may take a hardship distribution at any time from your deferral contribution subaccount (see Section 3.2) for the following purposes:

- eligible uninsured medical expenses incurred, or that will be incurred by you, your spouse, your dependents, or your primary beneficiary;
- purchase (excluding mortgage payments) of your principal residence;
- payment of tuition and related educational fees including room and board expenses for the next 12 months of post-secondary education for you, your spouse, your children, your dependents, or your primary beneficiary;

- amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage on your principal residence;

- funeral expenses for an immediate family member or your primary beneficiary; or

- to make repairs to your principal residence caused by a natural disaster, such as tornado or hurricane damage.

To qualify for an in-service hardship distribution you must have no other resources or savings available to you to satisfy the immediate and heavy financial need. Under the Plan, you will be considered not to have sufficient resources to meet the immediate and heavy financial need only if all of the following conditions are satisfied:

- The distribution the Plan makes to you is not in excess of the immediate and heavy financial need, plus any income taxes and penalties which are reasonably anticipated to result from the distribution.

- You have obtained all distributions (other than hardship distributions).

In general, a hardship distribution will be subject to current federal income taxation. If you are under age 59½ at the time of the hardship distribution, there may also be an additional income tax because of your age at the time of the distribution.

## 8.3 *ARE THERE SPECIAL ADDITIONAL WITHDRAWAL PROVISIONS FOR CERTAIN PARTICIPANTS IN THE DNE TECHNOLOGIES INC., SAVINGS PLAN?*

If you participated in the DNE Technologies Inc., Savings Plan and had a matching contributions account balance in that plan as of April 4, 1998, and transferred your account in the DNE plan to this Plan on July 1, 2005, you may request an in-service distribution of your entire DNE matching contribution subaccount as of April 4, 1998, at any time.

## 8.4 *MAY I BORROW MONEY FROM THE PLAN?*

Yes. In certain situations, the Plan Administrator will allow you to borrow funds from your account in the Plan. Any loans made to you will be subject to the following rules:

(1) A loan may not be for less than $1,000. The maximum amount of a loan that you may request is the lesser of:

(a) one-half of your vested account balance, or

(b) $50,000 (reduced by the excess of (a) your highest outstanding loan balance during the one-year period ending on the day before the loan is made, over (b) your outstanding loan balance on the date of the loan.

(2) Each loan must be adequately secured and bear a reasonable rate of interest.

(3) Any loan (including interest) must be repaid within 5 years unless it is used to purchase, build, or renovate your principal residence or the principal residence of a dependent member of your family.

(4) Loans should be repaid by mandatory payroll deduction; however, if repayment is not made by payroll deduction, a loan must be repaid in accordance with procedures provided by the Plan Administrator.

(5) You can have only one outstanding loan at one time.

The rules that apply to loans are very complicated. If you have any questions about obtaining a loan from the Plan, please contact Fidelity at (800) 835-5095 or online at www.401k.com.

# 9. TOP-HEAVY RULES

### *9.1 WHAT IS A TOP-HEAVY PLAN?*

Simply stated, a plan is top-heavy when more than 60 percent of the plan assets have been allocated to the accounts of key employees. Generally, key employees are owners, officers, shareholders, or highly compensated individuals.

### *9.2 HOW WILL THE PLAN BE ADMINISTERED IN YEARS THE PLAN IS TOP-HEAVY?*

Generally, the Plan will be administered in the same way it is administered in years it is not top-heavy except that a minimum allocation of employer contributions, of up to 3 percent of your compensation, may be required to be made on your behalf. This 3 percent figure may be adjusted in accordance with special rules that may apply in any particular Plan Year. This minimum allocation may be required even if you completed less than 1,000 hours of service (see Section 11.2) and might not otherwise be entitled to an allocation. You must be employed on the last day of the Plan Year in order to receive this minimum allocation.

Other consequences may result during Plan Years in which the Plan is a top-heavy plan. For more details on these provisions, consult the Plan Document.

# 10. PLAN TERMINATION OR AMENDMENT

## *10.1 UNDER WHAT CONDITIONS MAY THE PLAN BE AMENDED OR TERMINATED?*

The employer has the right to amend or modify the Plan at any time, subject to certain conditions. The employer intends and expects to maintain the Plan and make contributions to it as described in this SPD. However, it reserves the right to terminate the Plan. In the event the Plan should terminate, each participant affected by the termination will become fully vested in his or her entire account. Your employer will notify you if a decision to terminate the Plan has been made.

## *10.2 IF THE PLAN TERMINATES, WHAT WILL HAPPEN TO MY ACCOUNT?*

If the Plan terminates, the assets of the trust fund will be used solely to provide benefits to you, other Plan participants and designated beneficiaries after any expenses of the Plan have been paid. You will become fully vested in your entire account, and your benefits will be paid to you as soon as practical. After all assets have been distributed, the trustee has no more responsibilities under the Plan and neither you nor your beneficiary will have any further claim to the trust fund.

## *10.3 ARE BENEFITS UNDER THIS PLAN INSURED OR GUARANTEED BY A GOVERNMENTAL AGENCY?*

No. Under ERISA, a corporation was established within the United States Department of Labor to insure the benefits promised under certain types of pension plans. The corporation is known as the Pension Benefit Guaranty Corporation ("PBGC"). Under present law, the PBGC cannot insure the benefits under this Plan because it is a "defined contribution" plan in which the benefits you receive are based on your actual account balances. The PBGC insures only "defined benefit pension plans."

# 11. SPECIAL TERMS

## *11.1 WHAT IS VESTING SERVICE?*

Vesting service is the amount of time you work for the employer or a related employer to earn a nonforfeitable right to your Plan account (see Section 5.1). Generally, you are credited with one year of vesting service if you complete 1,000 or more hours of service (see Section 11.2) in a Plan Year. You earn vesting service regardless of whether you are a Plan participant or an eligible employee (as explained in Section 2). You do not have to be employed by the employer for the entire Plan Year to be credited with a year of vesting service. If you work for the employer after a break in service (see Section 11.2), you receive credit for your prior service.

## *11.2 WHAT ARE HOURS OF SERVICE?*

In general, an hour of service is each hour for which you are paid or have a right to be paid by the employer and certain related employers for work you have performed. However, no more than 501 hours can be credited for a period during which you are paid but perform no services (such as vacations, holidays, paid sick leave, jury duty, etc.).

The rules for counting hours of service are very complicated and a complete description is beyond the scope of this SPD. If you have any questions about hours of service, please contact your Plan Administrator.

**Service with predecessor employers:** You will keep the service credited to you under a retirement plan maintained by a predecessor employer where the predecessor employer's plan was merged with this Plan.

## *11.3 WHAT IS A BREAK IN SERVICE?*

A break in service is a Plan Year in which you are credited with fewer than 501 hours of service (see Section 11.2).

For determining breaks in service *only*, hours of service will be earned for absences (even if you are not paid) due to:

- your pregnancy:
- the birth of your child:
- the placement of a child with you in connection with your adoption of that child: or
- caring for your child just after birth or placement of the child with you.

These hours will be credited for the Plan Year in which your absence from work begins only if you would have a break in service without the credit. Otherwise, the credit will be given immediately in the following Plan Year.

# 12. PLAN ADMINISTRATION

## *12.1 HOW IS THE PLAN ADMINISTERED?*

The Plan Administrator is Ultra Electronics, Inc., the sponsoring employer, but an individual may be selected by the sponsoring employer to administer the day-to-day operations of the Plan. A committee may be appointed to make certain policy decisions and to review hardship withdrawal and loan applications as necessary.

## *12.2 HOW DO I CONTACT THE PLAN ADMINISTRATOR?*

You may contact the Plan Administrator by contacting the office of the sponsoring employer listed in Section 14.

## *12.3 HOW DO I PRESENT A CLAIM FOR BENEFITS*

The Plan Administrator has established the following procedures for filing claims for benefits available under the Plan. FAILURE TO FOLLOW THESE PROCEDURES WITHIN THE REQUIRED TIME PERIODS WILL RESULT IN THE LOSS OF YOUR RIGHT TO FILE SUIT IN COURT.

These procedures apply to all claims for benefits including disability claims (see Section 6.5 for the Plan's definition of disability and the end of this Section for special rules regarding disability claims and appeals).

(a) 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. The Plan Administrator will respond to the claim within 90 days of the submission stating whether the claimant is eligible for benefits under the Plan. If the Plan Administrator determines that a claimant is not eligible for benefits or full benefits, the notice will:

(i) state the specific reasons for the denial of any benefits;

(ii) provide a specific reference to the provision of the Plan on which the denial is based;

(iii) provide a description of any additional information or material necessary for the claimant to perfect the claim, and a description of why it is needed;

(iv) state that the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim;

(v) state the claimant's right to bring a civil action under ERISA section 502(a) following a continued denial of a claim after appeal review; and

(vi) provide an explanation of the Plan's claims review procedure and other appropriate information as to the steps to be taken if the claimant wishes to have the claim reviewed.

If the Plan Administrator determines that there are special circumstances requiring additional time to make a decision, the Plan Administrator will notify the claimant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an additional 90-day period.

In the case of an extension provided under this subsection (a), the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant will be afforded at least 45 days to provide the specified information.

(b) If a claimant is determined by the Plan Administrator not to be eligible for benefits or if the claimant believes that he or she is entitled to greater or different benefits, the claimant will be provided the opportunity to the determination appealed by filing a petition for review with the Plan Administrator within 60 days after the claimant receives the notice issued by the Plan Administrator. The petition must state the specific reasons the claimant believes he or she is entitled to benefits or greater or different benefits. Within 60 days after the Plan Administrator receives the petition, the Plan Administrator will give the claimant (and his or her counsel, if any) an opportunity to present his or her position to the Plan Administrator (or designated review committee) in writing, and provide the claimant (or his or her counsel) an opportunity to review any pertinent documents. The Plan Administrator will notify the claimant of the appeal decision in writing or electronic notice within such 60-day period, stating specifically the basis of the decision and the specific provisions of the Plan on which the appeal decision is based. If because of special circumstances requiring additional time to make a decision, the 60-day period is not sufficient, the appeal decision may be deferred for up to another 60 days at the election of the Plan Administrator or review committee (in lieu of 60 days). Notice of such deferral will be given to the claimant or his or her legal representative.

**A claimant must exhaust the foregoing procedures before pursuing the claim in any other proceeding**.

(c) If you have a claim for benefits which is denied, then you may file suit in a state or federal court. However, to do so, you must file the suit no later than 180 days after the date of the final determination denying your claim. FAILURE TO FOLLOW THE CLAIM REVIEW PROCEDURES OF

THIS SECTION WITHIN THE REQUIRED TIME PERIODS MAY RESULT IN THE LOSS OF YOUR RIGHT TO FILE SUIT.

**Disability claims and appeals**: The following special rules apply to any claim for a benefit that you are eligible to receive only if the Plan Administrator determines you are disabled ("disability claim").

If any part of your disability claim is denied, you will be given written notice of the denial within 45 days after your claim was received by the Plan Administrator. If necessary, however, the period may be extended for additional 30 days. You will be notified in writing within 45 days after the date your claim was received by the Plan Administrator if any extension is necessary. That notice will state why the extension is required and when the Plan Administrator expects to make a decision on your appeal. The extension cannot be more than 30 days beyond the original 45-day deadline. If, before the end of this 30-day extension period, the Plan Administrator determines that (for reasons that cannot be controlled by it or the Plan) it cannot make a decision by the end of the initial 30-day extension period, the Plan Administrator may extend the deadline for up to 30 more days. If the Plan Administrator decides that a second extension is required, it must give you a written notice of the extension before the end of the first 30-day extension. The notice of extension must tell you why the extension is required and when the decision is expected to be made.

Any notice of extension for a disability claim must specifically explain the standards that determine whether you are entitled to a benefit, the unresolved issues that prevent a decision on the disability claim, and the additional information needed to resolve those issues. If the deadline is extended because you did not provide all of the necessary information to make a decision on your claim, you will be given at least 45 days to provide the information and the deadline for making the benefit decision on your claim will be extended by the length of time that passes between the date you are notified that more information is needed and the date that you respond to the request for more information.

Notice of denial of a disability claim must contain all of the information described above for non-disability claim denials and must also set forth:

- a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (1) the views presented to the Plan Administrator by health care professionals treating you and vocational professionals who evaluated you, (2) the views of medical or vocational experts obtained by the Plan Administrator, without regarding whether the advice was relied upon in making the benefit determination, and (3) a disability determination made by the Social Security Administration;

- if the claim denial was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the denial, applying the terms of the

Plan to your circumstances, or a statement that such an explanation will be provided free of charge upon request;

- the internal rules, guidelines, protocols, standards, or other similar criteria relied upon in denying the claim, or a statement that such rules, guidelines, protocols, standards, or other similar criteria do not exist; and

- a statement of your right to receive, upon 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 appeal a denied disability claim by following the rules described above for non-disability claims, except that the deadline for filing the appeal is 180 days (instead of 60 days). You may review and receive free copies of all of the information described in this Section of this SPD. You are also entitled, upon request, to review and receive a free copy of any Plan policy statement or guideline that relates to the denied benefit, even if the policy statement or guideline was not relied on in denying the claim.

When the Plan Administrator reviews a denied disability claim on appeal, it must meet all of the requirements described above for a denied non-disability claim on appeal, as well as the following additional requirements:

- The review will not give deference to the claim denial and will not be made by the person who made the original claim denial, or a subordinate of that person.

- In deciding an appeal of any disability claim denial that is based in any way on a medical judgment, the Plan Administrator must get advice from a health care professional who has training and experience in the area of medicine.

- Upon request, you will be provided the names of any medical or vocational experts who were consulted in connection with your disability claim denial, even if the advice was not relied upon in making the denial.

- The health care professional consulted by the Plan Administrator cannot be a person who was consulted by the Plan Administrator in connection with the claim denial (or a subordinate of the person who was consulted in the original claim).

- The Plan Administrator must disclose, free of charge, any new or additional evidence considered, relied upon, or generated by or at the direction of the Plan Administrator in connection with the disability claim, and any new or additional rationale upon which such adverse benefit determination may be based. The Plan Administrator will disclose this information to you before the Plan Administrator issues an adverse benefit determination and will give you a reasonable opportunity to respond prior to that date.

The deadlines for appeal of denied claims for disability benefits are the same as those described above for non-disability claims, except that a period of 45 days applies instead of 60 days.

If any part of your disability claim is denied on appeal, the Plan Administrator's decision must contain all of the information described above for non-disability denials on appeal and must also set forth:

- a discussion of the decision, including an explanation of the basis for disagreeing with or not following: (1) the views presented to the Plan Administrator by health care professionals treating you and vocational professionals who evaluated you, (2) the views of medical or vocational experts obtained by the Plan Administrator, without regarding whether the advice was relied upon in making the benefit determination, and (3) a disability determination made by the Social Security Administration;

- if the claim denial was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the denial, applying the terms of the Plan to your circumstances, or a statement that such an explanation will be provided free of charge upon request;

- the internal rules, guidelines, protocols, standards, or other similar criteria relied upon in denying the claim, or a statement that such rules, guidelines, protocols, standards, or other similar criteria do not exist;

- a statement of your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and

- any applicable contractual limitations period that applies to the claimant's right to bring suit under Section 502(a) of ERISA, including the calendar date on which the contractual limitations period expires.

# 13. YOUR RIGHTS UNDER ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. 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, all documents governing the Plan, including trust contracts, 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 covering the operation of the Plan, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

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

Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan 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 Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people responsible for operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries," 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 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 your rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in 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 (after following the Plan's claim appeal process explained in Section 12.3) 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 the 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 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, for example, if it finds your claim is frivolous, 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.

# 14. OTHER IMPORTANT PLAN INFORMATION

***Primary contact information:***

You can enroll in the Plan, make salary deferral elections or changes, check your account balance, make investment elections or changes, request distributions and loans, ask questions, and request other information about the Plan by calling Fidelity Investments at:

(800) 835-5095

or by logging onto

www.401k.com.

You can download the NetBenefits® app from the App Store®, Google Play™ Store, or Windows Store to access your account on your mobile device.

Fidelity is here to help! If you have questions, call **800-835-5095** Monday through Friday, 8:30 a.m. to midnight Eastern time (excluding most holidays). You can also use the automated voice response system, virtually 24 hours, 7 days a week. **Para español, llame al 800-587-5282.**

***Sponsoring Employer:***

The employer who sponsors this Plan is:

Ultra Electronics Inc.
107 Church Hill Road
Unit GL-2
Sandy Hook, CT 06482

***Sponsoring Employer's Federal Identification Number:***

06-1506005
This is the number used to identify the sponsoring employer with certain government agencies.

***Plan Number:***

The sponsoring employer has assigned this Plan a plan number of 001. This is the number used to identify the Plan in reports to the government.

***Plan Administrator:***

The Plan Administrator is responsible for the day-to-day administration of the Plan. The Plan Administrator is:

The Sponsoring Employer (see above).

***Trustee:***

The trustee is responsible for the safekeeping of Plan assets and for the day-to-day administration of the trust fund. The trustee manages the trust fund, investing contributions to the Plan, and paying benefits as they come due. The trustee is:

Fidelity Management Trust Company
245 Summer Street
Boston, MA 02210

***Plan Year:***

The Plan Year is January 1 through December 31.

***Agent for Service of Legal Process:***

Service of legal process may be made upon the Plan Administrator and/or the trustee.

***Effective Date:***

The original effective date of the Plan is July 25, 1996. This is a summary of the restated Plan effective January 1, 2019.

***Adopting Employers:***

Along with the sponsoring employer listed above, the following related employers have adopted the Plan as a retirement plan benefiting their respective employees:

| Adopting Employer | EIN |
|---|---|
| 3e Technologies International, Inc. | 52-1952035 |
| EMS Development Corporation | 11-2252018 |
| Forensic Technologies | 04-3270041 |
| Gigasat, Inc. | 74-3246049 |
| Herley Industries Inc. | 23-2413500 |
| ProLogic, Inc. | 55-0746190 |
| Ultra Electronics Advanced Tactical Systems, Inc. | 74-2470621 |
| Ultra Electronics Airport Systems, Inc. (sold 1/31/2019) | 58-2633505 |
| Ultra Electronics Flightline Electronics, Inc. | 16-1363257 |
| Ultra Electronics ICE, Inc. | 48-0826398 |
| Ultra Electronics, Measurement Systems, Inc. | 06-1458883 |
| Ultra Electronics Ocean Systems, Inc. | 20-0168875 |
| Undersea Sensor Systems, Inc. | 35-2062560 |
| Weed Instrument Company, Inc. (dba Ultra Electronics Nuclear Sensors and Process Instrumentation, Inc.) | 74-2867304 |

Other employers may adopt the Plan from time to time. You may request a current list of adopting employers from the Plan Administrator.

This Summary Plan Description is intended to provide you with easy-to-understand general explanations of the more significant provisions of this Plan. Every effort has been made to make this explanation as accurate as possible; however, the provisions of the Plan are highly technical in nature. As lengthy as this summary of provisions seems, it is still merely a summary. If any conflict should arise between this Summary Plan Description (SPD) and the provisions of the Plan as provided in the official Plan Document, or if, after the best efforts of all involved in writing this summary, any provision is not covered or only partially covered, the terms of the Plan Document (which is available for your review at the offices of the employer) will govern in all cases. Consequently, you are urged to review the Plan Document itself whenever a matter or issue of importance arises for you.

Plan provisions change from time to time. Those changes occur because the law changes or because the employer changes the Plan. Changes made to the Plan are effective on certain dates specified in the Plan amendments. You will be notified if any changes to the Plan affect this summary.