#### THE ALDEN NETWORK 401(k) PLAN

#### SUMMARY PLAN DESCRIPTION

## **YOUR RETIREMENT PLAN**

The Alden Group, Ltd. (your Employer) wants to help its employees to save for retirement and to share in the profits they help to create by doing their jobs. When you participate in The Alden Network 401(k) Plan (the Plan), you participate in efforts to increase efficiency, reduce waste and perform better and more profitably. And-through the Plan--you can save on a tax-favored basis and receive contributions by your Employer to help provide for your retirement and future security.

The Plan is a program through which you can contribute a portion of your wages and your Employer can make contributions for the benefit of eligible employees. If you participate, your contributions and your share of Employer contributions are invested with the goal of growing over the years to provide you with funds for your future. Plan participants receive benefits based upon the value of their share of the assets of the Plan and their service with your Employer.

The Plan contains certain minimum requirements that must be met for an employee to participate and contribute. These requirements are summarized in this booklet.

This booklet is a SUMMARY PLAN DESCRIPTION of the Plan. It is a summary of the legal documents that govern the Plan. The rights of any person to participate in the Plan or to receive benefits under the Plan are determined solely by the Plan's legal documents and applicable law. If you wish to examine a copy of the Plan's legal documents, the plan contact whose name is indicated in this booklet can explain how to obtain a copy.

This booklet describes the terms of the Plan in effect on July 1, 2021. Certain rights of employees whose participation in the Plan terminated prior to that date are determined under the provisions of the Plan as it existed before its amendment. Those provisions are not described in this booklet.

## **INTRODUCTION**

The Plan is made up of two parts: An employee 401(k) contribution part and an Employer contribution part. Contributions by your Employer are discretionary, which means your Employer may elect to contribute in one year but not in another year. You will be notified if your Employer intends to make a contribution and your share of that contribution.

This booklet is prepared in Question & Answer format to make it easy for you to understand how the Plan operates. The Plan is an important benefit of working for your Employer and it is vital you understand your rights and obligations. There is a contact person identified later in this summary who you should contact if you have questions about the Plan.

## **ELIGIBILITY TO PARTICIPATE IN THE PLAN**

#### Q. Who is eligible to participate in the Plan?

A. All non-union employees of your Employer are eligible to participate in the Plan. If you are covered by a collective bargaining agreement, the Plan is also designed to provide retirement benefits to employees who are members of the United Food & Commercial Workers International Union, Local 1546. You must be a member in good standing of your union to participate in the Plan.

#### **EMPLOYEE CONTRIBUTIONS**

## Q. When can I begin making contributions to the Plan?

A. Once you are eligible, you may make a contribution to the Plan that is deducted from your wages. This kind of contribution is often called a "401(k) contribution."

You may begin making 401(k) contributions to the Plan on the first day of the month next following [but not coincident with] the date on which you complete 3 months of employment.

Illustration: If you began employment on October 15, 2021, and continue to perform service

during the 3-month period ending on January 14, 2022, you may begin making

401(k) contributions on February 1, 2022.

If you are covered by a collective bargaining agreement with the United Food & Commercial Workers International Union, Local 1546, you may begin making 401(k) contributions to the Plan on the first day of the month next following [but not coincident with] the date on which you complete 6 months of employment (and you are in good standing with your union).

Illustration: If you began employment on October 15, 2021, and continue to perform service

during the 6-month period ending on April 14, 2022, you may begin making 401(k)

contributions on May 1, 2022.

#### Q. How much can I contribute to the Plan?

A. The law limits the amount of 401(k) contributions you can make to the Plan during each year. This limit is based on the calendar year. Generally, the annual contribution limit is the lesser of 100% of your wages paid during the year or a dollar limit. The dollar limit is adjusted each calendar year by the government for changes in the cost of living. Also, if you are age 50 or older by December 31 of a year, you can make an additional contribution called a "catch-up contribution." If you contribute more than the maximum amount, the excess amount will be refunded to you.

Prior to your plan Entry Date, an enrollment kit will be provided to you. You will be directed to log on to John Hancock Retirement Services at myplan.johnhancock.com or call their Participant Services Line at 800-294-3575. Information on how much you can contribute to the Plan for the year, including the catch-up contribution, is available on John Hancock's website or by calling the 800 number.

## Q. Am I required to make 401(k) contributions to the Plan?

A. You are not required to make contributions to the Plan. However, if you do not make an election that specifies the percentage of your wages you wish to contribute as 401(k) contributions (including zero percent), your Employer will automatically begin making a 401(k) contribution to the Plan on your behalf equal to 4% of each paycheck.

Your 401(k) contribution will increase by 1% each year until it reaches a maximum of 15% of your wages. The automatic increase will occur on July 1, if you were automatically enrolled before July 2, 2020. If you were automatically enrolled on or after July 2, 2020, the automatic increase will occur on the anniversary date of your automatic enrollment.

Illustration: If you were automatically enrolled in the Plan on October 1, 2016, you have been

automatically increased each July 1 after one year of participation in the Plan.

You will continue being automatically increased on July 1 each year.

Illustration: If you were automatically enrolled on October 1, 2020 and have not yet been

automatically increased, you will begin being automatically increased on

October 1, 2021 and each following October 1.

If you wish to increase or decrease your 401(k) contribution from the rate described above, you need to contact John Hancock Retirement Services at myplan.johnhancock.com or call their Participant Services Line at 800-294-3575.

If you do not wish to have any 401(k) contributions deducted from your wages, you can opt out of automatic increases or change your default contribution rate at any time. If you fail to request a deferral percentage change and your Employer begins deducting contributions from your wages, you have up to 90 days after payroll deductions start to request a deferral change to stop further payroll deductions and request a refund of the 401(k) contributions that have already been deducted from your wages.

Your Employer will start making these automatic payroll deductions from your wages in the amounts specified above once you become eligible to contribute. Your 401(k) contributions (and any Employer contributions) will automatically be invested for you unless you log on to the John Hancock website and select another mutual fund that is offered under the Plan. To make changes and/or opt out of automatic 401(k) contributions, or select your mutual funds, you must log on to John Hancock Retirement Services at myplan.johnhancock.com or call their Participant Services Line at 800-294-3575. You may also see your contact person on any questions.

#### Q. Can I elect to characterize my contributions to the Plan as a Roth contribution?

A. You may elect to characterize all or a portion of your 401(k) contribution, and catch-up contribution, if any, as a Roth contribution. Your Roth contributions to the Plan will be credited to a separate Roth Contributions Account. You will pay federal and state income taxes on your Roth contribution (unlike your regular 401(k) contribution) but if you satisfy the rules described below, you will pay no federal income taxes on the income earned by the Plan on your Roth Contributions Account when you withdraw the income from the Plan. All distributions paid from the Plan from your 401(k) Contributions Account will continue to be subject to federal income taxes. Since you

will have paid income taxes on your Roth contributions, you will not pay income taxes on these contributions when you withdraw them from the Plan.

Distributions from your Roth Contributions Account attributable to income (or other gains) earned by the Plan are not subject to federal income taxes when you withdraw them provided you satisfy both of the following rules:

- 1. The distribution is made at least 5 calendar years after the first year you elected to make a Roth contribution to the Plan. For example, if you made your first Roth contribution to the Plan in 2021, you will satisfy this 5-year waiting period in 2025.
- 2. The distribution is made after you attain age 59½ or because you died or became disabled. For example, if you terminate employment before you attain age 59½ (and are not disabled), any income distributed from your Roth Contributions Account is subject to federal income taxes even if you satisfied the 5-year rule described above. You can, of course, roll a distribution from your Roth Contributions Account to a Roth IRA to avoid paying federal income taxes on the income earned by your Roth Contributions Account.

Any employee who is eligible to make a 401(k) contribution to the Plan is eligible to make a Roth contribution to the Plan. There are no limitations based on your federal adjusted gross income that apply as there are with contributions made to a Roth IRA.

You should consider carefully whether you wish to make a Roth contribution to the Plan. Any amount that is credited to your Roth Contributions Account cannot later be transferred to your 401(k) Contributions Account. You can, of course, stop making Roth contributions and resume making your contributions as regular 401(k) contributions. You can switch back and forth between making your contributions as regular 401(k) contributions or Roth contributions under the Plan's normal rules for changing your contributions to the Plan.

If you wish to characterize all or a portion of your 401(k) and catch-up contribution as a Roth contribution, you must complete a new election designation by logging on to John Hancock Retirement Services at myplan.johnhancock.com or calling their Participant Services Line at 800-294-3575. You may also see your contact person on any questions.

## Q. How often can I change my contributions?

A. You may change or suspend your 401(k) contributions at any time. Log on to John Hancock Retirement Services at myplan.johnhancock.com or call their Participant Services Line at 800-294-3575 if you want to change or suspend your 401(k) contributions.

# Q. Can I contribute a distribution I am entitled to receive from a previous employer retirement plan?

A. This kind of contribution is called a "rollover" contribution and is not deducted from your wages. There is generally no limit on the amount of a rollover contribution you can make to the Plan. You should see your contact person for the Plan if you want to make a rollover contribution to the Plan.

## **EMPLOYER MATCHING CONTRIBUTIONS**

- Q. Does your Employer make a matching contribution to the Plan?
- A. Your Employer is authorized to make a matching contribution based upon your 401(k) contribution. You will be notified if your Employer elects to make a matching contribution and how much you are entitled to receive.
- Q. How do I qualify for a matching contribution for a plan year?
- A. You are eligible to receive a matching contribution by making a 401(k) contribution to the Plan and satisfying the requirements below.

You are entitled to a contribution for a plan year if (a) you earned 1,000 hours of service during the plan year and (b) you are employed on the last day of the plan year, or you terminated employment during the plan year on account of retirement, death or disability. You generally earn an hour of service for each hour that you are compensated or entitled to compensation for services rendered to your Employer or any affiliate.

## REHIRES

- Q. If I terminate employment with my Employer and I am later rehired, when can I resume participation in the Plan?
- A. If your employment with your Employer terminates and you are later rehired, the date on which you will resume participation in the Plan depends upon whether you were participating in the Plan on the date you terminated employment. For example, if you are participating in the Plan on the date you terminate employment with your Employer, you will resume participation on the date you are rehired. Alternatively, if you are not participating in the Plan on the date you terminate employment with your Employer and you are later rehired, your participation in the Plan will be determined by reference to your original date of hire if you are rehired <a href="before">before</a> you incur five consecutive breaks in service. If you are not participating in the Plan on the date you terminate employment with your Employer and you are later rehired, you will be treated as a new employee for purposes of participating in the Plan if you are rehired <a href="after">after</a> you incur five consecutive breaks in service. In general, you incur a break in service with respect to any plan year in which you fail to be credited with 500 hours of service. Hours of service are generally determined in the same manner described earlier under the eligibility and participation rules; except that, you are credited with hours of service during certain leaves of absence, such as maternity and paternity leave.

#### 401(k) AND EMPLOYER CONTRIBUTIONS (APPLIES TO BOTH PARTS)

## YOUR ACCOUNT IN THE PLAN

- Q. How does the Plan keep track of contributions to the Plan?
- A. A separate account will be established to account for contributions that are made to the Plan on your behalf. For example, if you elect to make 401(k) contributions, a 401(k) contributions subaccount will be established to keep track of these contributions. Collectively, all of your separate subaccounts are referred to as your account. Your account is credited with interest and dividends earned on your selected investments. See below under **INVESTMENTS OF PLAN**ASSETS for an explanation of selected investments.

If you are not paid your vested account when you terminate employment, your account remains in the trust fund, shares in interest and dividends, and is revalued along with the rest of the trust fund.

## **INVESTMENTS OF PLAN ASSETS**

#### Q. What happens to money that is contributed to the Plan?

A. Contributions to the Plan are paid into a trust fund. You are required to direct how contributions to the Plan on your behalf are invested. A financial professional is available to explain to you the general investment goals of the investment options offered in the Plan.

The trust fund is managed this way:

- -- Your Employer's managers choose the trustee.
- -- Your Employer selects a group of mutual funds (or other investments) that are offered in the Plan.
- -- You are required to select among the funds in which your account will be invested. When your account is initially established, you will be furnished log-in instructions for accessing your account and making investment changes.
- If you do not log in to your account and select which mutual funds in which you want your account invested, your account will automatically be invested for you. The fund company will furnish you with information about which mutual fund this will be. You may still access your account at any time and select one or more of the other mutual funds offered in the Plan.
- The trustee holds the assets of the trust fund and pays out benefits. As provided by U.S. tax laws, the trustee legally owns the assets of the trust fund until they are distributed. This is necessary so participating employees do not pay taxes on their accounts until they are distributed.
- -- After each plan year, the trustee makes a complete financial report to your Employer. Your Employer then files an annual financial report for the Plan with the government. A summary of this report is available to you.

The above procedures may seem complicated--but they exist for important reasons. They are designed to assure--as much as is humanly possible--that the trust fund and its investments are handled with care, skill, prudence, and diligence for the benefit of participating employees.

#### Q. Is the Plan a "404(c) plan" and what does that mean?

A. The Plan is intended to be a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA). This means that the trustee and other fiduciaries of the Plan are relieved of liability for any losses your account incurs as a result of the mutual funds you select. Before you make your investment selections, you should carefully consider your investment goals. A fund representative will provide you with information that summarizes the general investment goals and the past performance of the mutual funds as they exist from time to time. In addition, you may request copies of prospectuses, financial statements and other materials relating to the mutual funds, and a description of the annual operating expenses of each fund, such as investment management fees, administration fees and transaction costs. Remember, the investment decision is yours. No employee or officer of your Employer is permitted to give you investment advice. You should consider all of the available mutual funds carefully before making your

selections. You should also remember, as stated earlier, that all investments have some element of risk. Therefore, you should select your mutual funds based on your own financial and retirement needs. It is important to remember that, like the stock market, mutual funds can go down as well as up. If that should happen, as it probably will from time to time, the dollar value of amounts invested in these funds will decrease.

## **VESTING AND FORFEITURES**

#### Q. What does vesting mean?

A. You are entitled to that portion of your account that is vested. Vesting refers to your right to receive some or all of your account if you were to immediately terminate employment.

You are always fully vested in your entire account balance.

## **RECEIVING YOUR BENEFITS**

## Q. When will my vested account balance in the Plan be paid?

A. Your benefits will be paid to you immediately after you sever your employment with your Employer. The date of your severance will be determined under your Employer's normal personnel policies. For example, this may be the date you retire, resign or the date your leave of absence ends without you returning to work.

If you die before receiving all of your benefits, your unpaid account will be paid to the person you designate as your beneficiary. If you are married on the date of your death, your spouse will be your beneficiary unless you and your spouse designate an alternate beneficiary in writing on the form provided by your plan contact. If you wish to designate or change a beneficiary, you can do so by logging on to John Hancock Retirement Services at myplan.johnhancock.com or calling their Participant Services Line at 800-294-3575. You may also see your contact person on any questions.

If you do not designate a beneficiary and you are married when you die, your benefits will be paid to your spouse. If you are not married, your benefits will be paid to your children per capita. Per capita means the share for any child who dies before you will be divided among your surviving children, and will not be paid to the descendants of any child who predeceased you. If you have no surviving children, your benefits will be paid to your estate.

If you are divorced and your former spouse is your beneficiary, your former spouse will automatically cease to be your beneficiary. If your former spouse was your sole beneficiary before your divorce, and you do not change your beneficiary after your divorce, your benefits will be paid as described in the paragraph above as if you had not designated a beneficiary. Upon your divorce, you should contact John Hancock to change your beneficiary.

## Q. How will my vested account balance in the Plan be paid?

A. Your benefits will generally be paid in a single lump sum in cash. Certain individuals may have to begin receiving their benefits when they attain age 70½ (for Participants born before July 1, 1949) or age 72 (for Participants born after June 30, 1949) if they continue working. The plan administrator will notify you if you are subject to this special rule.

## Q. How will my vested account balance be paid if I die?

A. In the event you die before your benefits have been paid, your beneficiary will receive your unpaid account in a single lump sum. Your beneficiary may elect to receive your unpaid account at any time within 5 years of your death.

#### Q. Can I leave my account balance in the Plan after I terminate?

A. After you terminate employment with your Employer, if you do not elect to receive or roll over your account balance, and your account is not more than \$5,000, your account will be automatically rolled over to an individual retirement account (IRA) at John Hancock. Your rollover funds will be invested in an investment designed to preserve the principal amount and provide a reasonable rate of return and liquidity (such as an interest-bearing account, a certificate of deposit or a money market fund). Your account will be charged for any expenses associated with the establishment and maintenance of your IRA and with the IRA investments. You may transfer your IRA funds at any time to another IRA provider of your choice.

John Hancock has further information regarding the Plan's automatic rollover provisions and the fees and expenses associated with the IRA.

## Q. Can I take money out of the Plan while I am employed?

A. You are permitted to make withdrawals in the following situations.

## Hardship Withdrawals

Employees are permitted to make hardship withdrawals from the Plan under certain circumstances. In order to apply for a hardship withdrawal, you must complete a written application and submit it for approval.

Hardship withdrawals can only be approved in connection with (1) the purchase of your home, (2) the post-secondary education for yourself, your spouse, or your children, (3) medical expenses for yourself, your spouse or your children, (4) preventing your eviction from your home or residence (or foreclosure on your home mortgage), (5) burial expenses for your deceased spouse, child, dependent or parent, or (6) repairing damage to your home or residence. Not more than one hardship withdrawal is permitted in any 24-month period.

The amount of your hardship withdrawal is limited to (1) your need for funds, (2) the amount that is not reasonably available to you from other resources, or (3) the net value of your 401(k) Contributions, Roth Contributions and Rollover Account balances. The minimum hardship withdrawal is \$1,000.

#### Post Age 59½ Withdrawals

If you are at least 59½ years of age, you may request a withdrawal from any of your accounts. The requested amount of your withdrawal will be paid to you as soon as practicable after receipt of your properly executed request.

You can initiate a hardship and in-service withdrawals by logging on to John Hancock Retirement Services at myplan.johnhancock.com or calling their Participant Services Line at 800-294-3575. You may also see your contact person on any questions.

## Q. Are income taxes withheld from any of my benefits from the Plan?

A. Congress has enacted very complex rules that, in most cases, will require up to 20% of your benefits to be withheld unless you direct the trustee to transfer your benefits <u>directly</u> to another retirement plan or IRA.

Mandatory withholding applies to any taxable benefit paid from the Plan to you or your surviving spouse that is paid in a lump sum or in periodic payments that continue for a pre-determined period that is less than either (A) 10 years, or (B) your life expectancy or the joint life expectancy of you and your beneficiary.

If you are terminating employment and accepting employment with another employer who maintains a retirement plan that accepts benefits from the Plan, you may elect to have your benefits transferred directly to your new employer's plan. Alternatively, you may establish an IRA and elect to have your benefits transferred to your IRA. In either event, you must furnish the plan administrator with any forms and documents that your new employer or your IRA custodian requires as a condition to accepting benefits from the Plan.

You will receive additional information when you are entitled to receive a distribution that is subject to mandatory withholding.

## Q. May I borrow money from the Plan?

A. Employees who are participating in the Plan may borrow money from the Plan.

Special rules govern loans from the Plan. For example, you cannot borrow more than the lesser of \$50,000 or one-half of your vested account balance, reduced by any outstanding loan during the year.

Loans must be repaid over a period not exceeding 5 years unless the loan is used in connection with the purchase of your home. Loans must be repaid by payroll deduction. If you terminate employment before repaying your loan, the entire unpaid balance is due by the end of the calendar quarter following the calendar quarter of your termination or the unpaid balance is treated as a taxable distribution to you.

## Q. How do I request a loan from the Plan?

A. You can request for a loan from the Plan by logging on to John Hancock Retirement Services at myplan.johnhancock.com or calling their Participant Services Line at 800-294-3575. You may also see your contact person on any questions.

#### **TOP HEAVY PROVISIONS**

#### Q. What happens if the Plan becomes top-heavy?

A. The Plan is required by law to contain certain provisions that take effect in the event the Plan becomes top-heavy. In general, the Plan is top-heavy during a plan year if the account balances of certain key employees equal or exceed 60% of the account balances of all employees. If the Plan is top-heavy, non-key employees may be entitled to an additional contribution.

#### MISCELLANEOUS INFORMATION ABOUT THE PLAN

## 1. Plan Year

The plan year of the Plan is the 12-month period ending on: December 31

#### 2. IRS Identification Number

Your Employer's IRS identification number is: 36-3107839

#### 3. Plan Number

The number assigned to the Plan is: 001

## 4. Plan Contact

Your Employer has appointed one or more individuals to be "fiduciaries" of the Plan. These fiduciaries include a "plan administrator" and one or more trustees. The fiduciaries are also the agent for service of legal process. Your Employer has appointed the following to be your plan contacts if you have questions about the Plan or if you need to know who the fiduciaries of the Plan are. You should always direct your questions to the designated plan contact at your facility. The names, addresses and telephone numbers of your plan contacts are:

Alden Management Services Community Physical Therapy Family Home Health Services

Forum Extended Care Services

Ms. Rosa I. Molina 4200 W. Peterson Avenue Chicago, Illinois 60646 (773) 286-3883

Ms. Terrie Knebelsberger 4200 W. Peterson Avenue Chicago, Illinois 60646 (630) 766-0505 Ms. Lauren Villarreal 2171 Executive Drive, Suite 450 Addison, Illinois 60101 (630) 317-3300 Ms. Joanne Cu 4201 W. Victoria Street Chicago, Illinois 60646 (847) 673-8727

#### 5. No Guarantee of Benefits

In 1974, the federal government established the Pension Benefit Guaranty Corporation (the "PBGC"). The PBGC insures benefits under certain kinds of pension plans called defined benefit plans. The Plan is a defined contribution plan and not a defined benefit plan. Accordingly, the PBGC cannot and does not insure any benefits under the Plan.

## 6. Your Rights Under ERISA

As a participant of the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations such as work sites, all documents governing the Plan, including a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, copies of the latest annual report (Form 5500 series) and an updated summary plan description. The plan administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (see earlier in this summary for the Plan's normal retirement age) and if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.
- Obtain a copy, without charge, of the Plan's procedures relating to qualified domestic relations orders.

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan are called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries.

No one--including your Employer--may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising any of your rights under ERISA. If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this is done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a 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 fiduciaries of the Plan 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 the court finds your claim was frivolous).

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 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, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 29210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## 7. <u>Claims Procedure and Statute of Limitations</u>

When you terminate employment, the plan administrator determines whether you (or your beneficiary, if you die) are entitled to any benefits under the Plan. If you (or your beneficiary) disagree with the plan administrator, you may present a written claim for benefits. The plan administrator will notify the claimant in writing of disposition of the claim within 90 days after receipt of the claim. If a claim is denied in whole or in part, the claimant may request the plan administrator to review its disposition of the claim. This request must be made in writing no later than 60 days after the claimant receives the plan

administrator's notice. The plan administrator will notify the claimant of the result of the review no later than 60 days after it receives the claimant's request.

No lawsuit or other action for a claim for benefits under the Plan may be commenced in a court of law or equity, or otherwise, after the earliest of (1) twelve months after the date of the final denial on appeal, (2) two years after the date the claim has been clearly repudiated, and (3) three years after all assets are distributed from the Plan.

#### 8. <u>Amendment and Termination of the Plan</u>

Your Employer may amend the Plan at any time; however, no amendment can deprive you of any of your vested benefits except to the extent necessary to conform the Plan to the laws governing retirement plans. If the vesting provisions are amended after you have completed at least 3 years of service, you may elect to remain under the prior vesting schedule. No amendment can operate, either directly or indirectly, in a manner that would permit any part of the trust fund to revert to your Employer unless your Employer's contribution is made to the trust fund under a mistake. Similarly, no amendment can permit any part of the trust fund to be used for purposes other than the exclusive benefit of employees participating in the Plan. You will be notified of any amendments to the Plan within a reasonable time after their adoption.

Your Employer intends to continue the Plan indefinitely but has reserved the right to terminate it. If this happens, you will become 100% vested but your Employer will no longer make any contributions to the Plan. The Plan does not give any employee the right to remain in the employ of your Employer or to compel your Employer to make contributions to the Plan.

## **SUMMARY**

We have all worked hard to make your Employer a good place to work. The Plan is an added benefit. By working together, we can continue to improve our future.

Issued: August 2021

ALDENAMS-SPD - 2021