SUMMARY PLAN DESCRIPTION
FOR

NANA Regional Corporation, Inc.
Compensation Deferral Plan

1-1-2018

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NANA Regional Corporation, Inc. Compensation Deferral Plan
SUMMARY PLAN DESCRIPTION

ARTICLE 1
INTRODUCTION

Each NANA Regional Corporation, Inc. and certain other employers identified in Article 2 below (each, the "Employer") has adopted the NANA Regional Corporation, Inc. Compensation Deferral Plan (the "Plan") to help their employees save for retirement. The Plan is a 401(k) plan and a multiple employer plan described in more detail under Article 3 below. If you are an employee of the Employer you may be entitled to participate in the Plan, provided you satisfy the conditions for participation as described in this Summary Plan Description ("SPD").

This SPD is designed to help you understand the retirement benefits provided under the Plan and your rights and obligations with respect to the Plan. This SPD contains a summary of the major features of the Plan as in effect on 1-1-2018, including the conditions you must satisfy to participate under the Plan, the amount of benefits you are entitled to as a Plan participant, when you may receive distributions from the Plan, and other valuable information you should know to understand your Plan benefits. If your employment with the Employer ended prior to 1-1-2018, portions of this SPD may not apply to you. Generally, your rights to benefits are governed by the terms of the Plan as in effect at the time your employment terminates.

This SPD does not replace the formal Plan document, which contains all of the legal and technical requirements applicable to the Plan. However, this SPD does attempt to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If this SPD and the Plan document conflict, the Plan document always governs. If you have any questions regarding the provisions contained in this SPD or if you wish to receive a copy of the legal Plan document, please contact the Plan Administrator, whose name, address and telephone number are provided under Article 2 below.

The Plan document may be amended or modified due to changes in law, to comply with pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL), or due to other circumstances. If the Plan is amended or modified in a way that changes the provisions under this SPD, you will be notified of such changes.

This SPD does not create any contractual rights to employment nor does it guarantee the right to receive benefits under the Plan. Benefits are payable under the Plan only to individuals who have satisfied all of the conditions under the Plan document for receiving benefits.

ARTICLE 2
GENERAL PLAN INFORMATION AND KEY DEFINITIONS

This Article 2 contains information regarding the day-to-day administration of the Plan as well as the definition of key terms used throughout this SPD.

Plan Name: NANA Regional Corporation, Inc. Compensation Deferral Plan

Plan Number: 333

Employer: Unless specifically designated otherwise, “Employer” (as used in this SPD) generally means each of the following employers that have adopted and participates in the Plan:

Name:	NANA Regional Corporation, Inc.*	NANA Development Corporation	Tuuq Drilling, LLC
Address:	909 W 9th Avenue Anchorage, AK 99501	909 W 9th Avenue Anchorage, AK 99501	909 W 9th Avenue Anchorage, AK 99501
Telephone:	907-265-4100	907-265-4100	907-265-4100
EIN:	92-0042024	92-0046613	27-4507020

*NANA Regional Corporation, Inc. is the primary adopting employer of the Plan.

Name:	KUNA Engineering, LLC	NANA Construction, LLC
Address:	3111 C St., Suite 300 Anchorage, Alaska 99503	2053 S Mlakar Circle Big Lake, Alaska 99652
Telephone:	907-265-4100	907-265-4100
EIN:	82-3213435	26-3383779

Name:	NANA Management Services, LLC	NMS Security Corporation	NMS Security Services, LLC
Address:	800 E Diamond Blvd Suite 3-450 Anchorage, AK 99515	12647 Alcosta Boulevard San Ramon, CA 94583	800 E Diamond Blvd Suite 3-450 Anchorage, AK 99515
Telephone:	907-273-2400	907-273-2400	907-273-2400
EIN:	92-0065346	20-8868199	26-1689664

Name:	NANA Worley Parsons LLC	Robert Aqqaluk Newlin Sr. Memorial Trust
Address:	PO Box 111100 Anchorage, AK 99511-1100	PO Box 509 Kotzebue, AK 99749
Telephone:	907-273-3900	907-442-1607
EIN:	92-0161626	93-3116762

Unless specifically designated otherwise, the provisions of this SPD apply with respect to employees of the above employers.

Plan Administrator:

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, provides you with forms necessary to request a distribution from the Plan, and directs the payment of your vested benefits when required under the Plan. The Plan Administrator may designate another person or persons to perform the duties of the Plan Administrator. The Plan Administrator or its delegate, as the case may be, has full discretionary authority to interpret the Plan, including the authority to resolve ambiguities in the Plan document and to interpret the Plan’s terms, including who is eligible to participate under the Plan and the benefit rights of participants and beneficiaries. All interpretations, constructions and determinations of the Plan Administrator or its delegate shall be final and binding on all persons, unless found by a court of competent jurisdiction to be arbitrary and capricious. The Plan Administrator also will, upon your request, allow you to review the formal Plan document and other materials related to the Plan.

NANA Regional Corporation, Inc. has designated the following committee to take on the responsibilities of Plan Administrator. If you have any questions about the Plan or your benefits under the Plan, you should contact the Plan Administrator.

Name: NANA Benefits Governance Committee
Address: 909 W 9th Avenue, Anchorage, AK 99501
Telephone: 907-265-4100

Trustee:

All amounts contributed to the Plan are held by the Trustee in a qualified trust. The Trustee is responsible for the safekeeping of the trust funds and must fulfill all Trustee duties in a prudent manner and in the best interest of you and your beneficiaries. NANA Regional Corporation, Inc. has designated a separate Trustee to hold the assets under the Plan. The trust established on behalf of the Plan will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

The following is the name and address of the Trustee:

- **Name:** Lincoln Financial Group Trust Company
  Address: ATTN: PO Box 7892, 1300 South Clinton Street, Fort Wayne, IN 46802

Service of Legal Process:

Service of legal process may be made upon the Trustee or the Plan Administrator.

Effective Date of Plan:

This Plan was originally effective 9-1-1984 and was most recently amended and restated effective 1-1-2018. Unless designated otherwise, the provisions of the Plan as set forth in this SPD are effective as of 1-1-2018.

Plan Year:

Many of the provisions of the Plan are applied on the basis of the Plan Year, which is the calendar year (January 1 to December 31).

Plan Compensation:

In applying the contribution formulas under the Plan (as described in Article 4 below), your contributions may be determined based on Plan Compensation earned during the Plan Year. However, in determining Plan Compensation, no amount will be taken into account to the extent such compensation exceeds the compensation dollar limit set forth under IRS rules. For 2018, the compensation dollar limit is $275,000. Thus, for the 2018 Plan Year, no contribution may be made under the Plan with respect to Plan Compensation above $275,000. For subsequent Plan Years, the contribution dollar limit may be adjusted for cost-of-living increases.

For purposes of determining Plan Compensation, your total taxable wages or salary is taken into account including any Salary Deferrals you make to this Plan and any pre-tax salary reduction contributions you make under any other plans we maintain, which may include a cafeteria (medical reimbursement) plan and a qualified transportation plan. Plan Compensation also generally includes compensation for services that is paid after termination of employment, as long as such amounts are paid by the end of the year or within 2½ months following termination of employment, if later. However, for purposes of determining contributions under the Plan, Plan Compensation does not include the following types of compensation:

- Deemed §125 compensation
- Compensation received from the NANA Non-Qualified Deferred Compensation Plan or any other non-qualified deferred compensation plan sponsored by any Employer

For purposes of determining Plan Compensation, only compensation you earn while you are a participant in the Plan will be taken into account. Thus, any compensation you earn while you are not eligible to participate in the Plan will not be considered in determining Plan Compensation.

Normal Retirement Age:

You will reach Normal Retirement Age under the Plan when you turn age 60.

ARTICLE 3
DESCRIPTION OF PLAN

401(k) Plan. This Plan is a special type of retirement plan commonly referred to as a 401(k) plan. Under the Plan, you may elect to have a portion of your salary deposited directly into a 401(k) account on your behalf. This pre-tax contribution is called a “Salary Deferral.” As a pre-tax contribution, you do not have to pay any income tax while your Salary Deferrals are held in the Plan, and any earnings on your Salary Deferrals are not taxed while they stay in the Plan.

In addition to your own Salary Deferrals, if you satisfy the eligibility conditions described in Article 5 below, you may be eligible to receive Matching Contributions and an Employer Contributions under the Plan. If you are eligible to receive a Matching Contribution or an Employer Contribution, we will deposit such contribution directly into the Plan on your behalf. Like the Salary Deferrals discussed above, any Matching Contribution or Employer Contribution we make to the Plan on your behalf and any earnings on such amounts will not be subject to income tax as long as those amounts stay in the Plan. Generally, you will not be taxed on your Salary Deferrals, Matching Contributions and Employer Contributions until you withdraw such amounts from the Plan. Article 4 below describes the contributions authorized under the Plan.

Defined Contribution Plan. This Plan is also a defined contribution plan, which is intended to qualify under Section 401(a) of the Internal Revenue Code. As a defined contribution plan, it is not covered under Title IV of ERISA and, therefore, benefits are not insured by the Pension Benefit Guaranty Corporation.

Multiple Employer Plan. This Plan is also a multiple employer plan because it covers employees of certain unrelated employers that are not under common ownership with the Employer. Each Employer may modify the provisions of the Plan for its own employees. The provisions of this SPD describe the general provisions of the Plan, in addition to any special provisions that apply to you as an employee of your Employer. (See Article 2 for the Employers participating in the Plan.)

ARTICLE 4
PLAN CONTRIBUTIONS

The Plan provides for the contributions listed below. Article 5 discusses the requirements you must satisfy to receive the contributions described in this Article 4. Article 7 describes the vesting rules applicable to your Plan benefits. Special rules also may apply if you leave employment to enter qualified military service. See your Plan Administrator if you have questions regarding the rules that apply if you are on military leave.

Salary Deferrals

If you have satisfied the conditions for participating under the Plan (as described in Article 5 below) you are eligible to make Salary Deferrals to the Plan. To begin making Salary Deferrals, you must complete a Salary Deferral election requesting that a portion of your Plan Compensation be contributed to the Plan instead of being paid to you as wages. Any Salary Deferrals you make to the Plan will be invested in accordance with the Plan's investment policies.

Pre-Tax Salary Deferrals. If you make Salary Deferrals to the Plan, you will not have to pay income taxes on such amounts or on any earnings until you withdraw those amounts from the Plan.

Consider the following examples:

- If you earn $30,000 a year, are in the 15% tax bracket, are eligible to participate in the Plan and you elect to save 3% (or $900) of your salary under the Plan this year, you would save $135 in Federal income taxes (15% of $900 = $135).
- If you earn $30,000 a year, are in the 15% tax bracket, are eligible to participate in the Plan, and you elect to save 5% (or $1,500) of your salary under the Plan this year, you would save $225 in Federal income taxes (15% of $1,500 = $225).
- If you earn $30,000 a year, are in the 15% tax bracket, are eligible to participate in the Plan and you elect to save 8% (or $2,400) of your salary under the Plan this year, you would save $360 in Federal income taxes (15% of $2,400 = $360).

As you can see, the more you are able to put away in the Plan and the higher your tax bracket, the greater your tax savings will be. In addition, if the amount of your Salary Deferrals grows due to investment earnings, you will not have to pay any Federal income taxes on those earnings until such time as you withdraw those amounts from the Plan.

Salary Deferral election. You may not begin making Salary Deferrals under the Plan until you enter into a Salary Deferral election designating how much you wish to defer under the Plan.

Change of election. You can increase or decrease (including to zero) the amount of your Salary Deferrals on a daily basis. You can also change or resume a deferral election on a daily basis.

Matching Contributions

We are authorized under the Plan to make Matching Contributions on behalf of eligible Plan participants. A Matching Contribution is an Employer Contribution that is made to participants who make Salary Deferrals to the Plan. If you satisfy all of the eligibility requirements described in Article 5 below for Matching Contributions and you make Salary Deferrals to the Plan, you will receive an allocation of any Matching Contributions we make to the Plan, in accordance with the matching formula described below. If you do not satisfy all of the eligibility requirements for receiving a Matching Contribution, you will not share in an allocation of such Matching Contributions for the period for which you do not satisfy the eligibility requirements.

Matching Contributions will be contributed to your Matching Contribution account under the Plan at such time as we deem appropriate. Matching Contributions may be contributed during the Plan Year or after the Plan Year ends. Any Matching Contributions we make will be made in accordance with the following Matching Contribution formula.

- **Discretionary Matching Contribution formula.** Under this formula, we have discretion whether to make a Matching Contribution to the Plan. We will decide each year how much, if any, we wish to make as a Matching Contribution. Since this Matching Contribution is discretionary, we may decide not to make a Matching Contribution. Any Matching Contribution we decide to make will be determined:

  - as a percentage of any Salary Deferrals you make during each payroll period (if you are employed by NANA Regional Corporation, Inc. or NANA Development Corporation) or during the Plan Year (if you are employed by any other Employer), or

  - as a uniform dollar amount.

Special Matching Contribution – QMAC. In applying the Matching Contribution formulas under the Plan, we may decide to make an additional discretionary contribution called a Qualified Matching Contribution (QMAC). If you receive a QMAC, you will automatically be 100% vested in that QMAC contribution. If we decide to make a QMAC to the Plan, we will uniformly allocate such contribution on behalf of eligible participants who are nonhighly compensated employees (as determined under the Plan).

To receive an allocation of QMACs, you must satisfy the minimum age and service conditions described in Article 5 below for Matching Contributions. However, you do not have to satisfy any other allocation conditions to receive an allocation of QMACs under the Plan. Thus, for example, you do not have to be employed at the end of the year or work a specific number of hours of service to receive a QMAC under the Plan. See the Plan Administrator if you have questions regarding the amount of the QMAC under the Plan.

Limit on Matching Contributions. In addition to the overall limit on total contributions described in Article 6 below, the Plan imposes special limits on the amount a participant may receive as a Matching Contribution under the Plan for each payroll period (if you are employed by NANA Regional Corporation, Inc. or NANA Development Corporation) or for the Plan Year (if you are employed by any other Employer).

- **Limit on Eligible Contributions.** In determining the amount of Matching Contributions we will make on your behalf, we may decide not to match all of your Salary Deferrals. For example, we may decide not to match Salary Deferrals you make above a specified percentage of Plan Compensation or above a specified dollar amount. We will inform you if we intend to limit the Salary Deferrals that will be eligible for a Matching Contribution.

Employer Contributions

We are authorized under the Plan to make Employer Contributions on behalf of our employees. In order to receive an Employer Contribution, you must satisfy all of the eligibility requirements described in Article 5 below for Employer Contributions. If you do not satisfy all of the conditions for receiving an Employer Contribution, you will not share in an allocation of such Employer Contributions for the period for which you do not satisfy the eligibility requirements.

Employer Contribution Formula. Employer Contributions will be contributed to your Employer Contribution account under the Plan at such time as we deem appropriate. Generally, Employer Contributions may be contributed during the Plan Year or after the Plan Year ends. Any Employer Contributions we make will be made in accordance with the following Employer Contribution formula.

- **Discretionary Employer Contribution formula.** We will decide each year how much, if any, we will contribute to the Plan. Since this Employer Contribution is discretionary, we may decide not to make an Employer Contribution for a given year. We may decide to give a different contribution to each eligible participant under the Plan. The Employer Contribution may be determined:

- as a percentage of Plan Compensation earned during each payroll period (if you are employed by NANA Regional Corporation, Inc. or NANA Development Corporation) or during the Plan Year (if you are employed by any other Employer), or
- as a dollar amount.

We will inform you of the amount of your Employer Contribution once we determine how much we will be contributing to the Plan.

Special Employer Contribution – QNEC. In addition to any other contributions authorized under the Plan, we may decide to make a special discretionary contribution called a Qualified Nonelective Employer Contribution (QNEC). If you receive a QNEC, you will automatically be 100% vested in that QNEC. If we decide to make a QNEC to the Plan, we will make such contribution on behalf of eligible participants who are nonhighly compensated employees (as determined under the Plan).

Any QNEC contributed to the Plan will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount. Alternatively, we may make the QNEC first to employees with the lowest Plan Compensation. To receive an allocation of QNECs, you must satisfy the minimum age and service conditions described in Article 5 below for Salary Deferrals. However, you do not have to satisfy any other allocation conditions to receive an allocation of QNECs under the Plan. Thus, for example, you do not have to be employed at the end of the year or work a specific number of hours of service to receive a QNEC contribution under the Plan.

Top Heavy Benefits

A plan that primarily benefits key employees is called a top heavy plan. For this purpose, key employees are defined as certain owners of an employer and officers with a specified level of compensation. A plan is generally a top heavy plan when more than 60% of all account balances under the plan are attributable to key employees. The Plan Administrator will determine each year whether the Plan is a top heavy plan.

If the Plan becomes top heavy in any Plan Year, non-key employees who are eligible to receive a top heavy contribution under the Plan generally will receive a minimum contribution equal to the lesser of 3% of Plan Compensation or the highest percentage provided to any key employee (as defined in the Plan). This minimum contribution may be different if the Employer maintains another qualified plan. For this purpose, any Employer Contributions and Matching Contributions may be taken into account in determining whether the top heavy rules are satisfied. In applying the top heavy rules, any eligible non-key employee who is employed at the end of the year is entitled to the top heavy minimum, regardless how many hours the employee works during the year. The Plan Administrator will advise you if the Plan ever becomes top heavy.

Rollover Contributions

If you have an account balance in another qualified retirement plan or an IRA, you may move those amounts into this Plan, without incurring any tax liability, by means of a “rollover” contribution. You may not rollover Roth contributions from another qualified plan to this Plan since Roth contributions are not permitted under this Plan. Rollovers are not permitted from a Roth IRA. You are always 100% vested in any amounts you contribute to the Plan as a rollover from another qualified plan or IRA. This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses under the Plan.

You may accomplish a rollover in one of two ways. You may ask your prior plan administrator or trustee to directly rollover to this Plan all or a portion of any amount which you are entitled to receive as a distribution from your prior plan. Alternatively, if you receive a distribution from your prior plan, you may elect to deposit into this Plan any amount eligible for rollover within 60 days of your receipt of the distribution. Any rollover to the Plan will be credited to your Rollover Contribution Account. See Article 8 below for a description of the distribution provisions applicable to Rollover Contributions.

Generally, the Plan will accept a Rollover Contribution from another qualified retirement plan or IRA. The Plan Administrator may adopt separate procedures limiting the type of Rollover Contributions it will accept.

For example, the Plan Administrator may impose restrictions on the acceptance of after-tax contributions or Salary Deferrals (including Roth Deferrals) or may restrict rollovers from particular types of plans. However, you may not make a Rollover Contribution to the Plan prior to becoming a participant in the Plan. Any procedures affecting the ability to make Rollover Contributions to the Plan will not be applied in a discriminatory manner.

If you have questions about whether you can rollover a prior plan distribution, please contact the Plan Administrator or other designated Plan representative.

ARTICLE 5
ELIGIBILITY REQUIREMENTS

This Article sets forth the requirements you must satisfy to participate under the Plan. To qualify as a participant under the Plan, you must:

- be an Eligible Employee,
- satisfy the Plan's minimum age and service conditions, and
- satisfy any allocation conditions required under the Plan.

Eligible Employee

To participate under the Plan, you must be an Eligible Employee. For this purpose, you are considered an Eligible Employee if you are an employee of the Employer, provided you are not otherwise excluded from the Plan.

For this purpose, if we acquire another employer, any employees who work for the acquired employer will not be eligible to participate under the Plan until the end of the Plan Year following the Plan Year of the acquisition. If you have questions regarding your eligibility to participate in the Plan, please contact the Plan Administrator (or other Plan representative).

Excluded Employees. For purposes of determining whether you are an Eligible Employee, the Plan excludes from participation certain designated employees. If you fall under any of the excluded employee categories, you will not be eligible to receive the designated Plan contribution until such time as you no longer fall into an excluded employee category. (See below for a discussion of your rights upon changing to or from an excluded employee classification.)

The following describes the types of employees that are not eligible to participate with respect to the different types of contributions authorized under the Plan.

Salary Deferrals. The following employees are not eligible to make Salary Deferrals. If you fall under one of the following classes of employees, you may not make Salary Deferrals under the Plan.

- Employees covered under a collective bargaining agreement (i.e., union employees)
- Leased employees

Matching Contributions. The following employees are not eligible to receive Matching Contributions under the Plan. If you fall under one of the following classes of employees, you will not share in any Matching Contributions under the Plan.

- Employees covered under a collective bargaining agreement (i.e., union employees)
- Leased employees
- Any employee who is eligible to participate in the NANA Non-Qualified Deferred Compensation Plan

Employer Contributions. The following employees are not eligible to receive Employer Contributions under the Plan. If you fall under one of the following classes of employees, you will not share in any Employer Contributions we make to the Plan.

- Employees covered under a collective bargaining agreement (i.e., union employees)
- Leased employees
- Any employee who is eligible to participate in the NANA Non-Qualified Deferred Compensation Plan

Minimum Age and Service Requirements

In order to participate in the Plan, you must satisfy certain age and service conditions under the Plan.

- **Minimum age requirement.** In order to participate in the Plan you must be at least age 19.
- **Minimum service requirement.** There is no minimum service requirement to participate under the Plan. Thus, you will be eligible to participate in the Plan (provided you are an Eligible Employee) as of the first Entry Date following your date of employment (or, if later, the date you satisfy the minimum age requirement described above).

The following examples demonstrate how the minimum age and service rules work. In all cases, it is assumed the employee is an Eligible Employee. If an employee is not an Eligible Employee, such employee would not be entitled to participate in the Plan, even if he/she satisfies the Plan's minimum age and service conditions.

- **Example – Minimum Age.** Bill is hired on February 6, 2018 as a full-time employee. Bill turns age 19 on December 21, 2019 and will be eligible to enter the Plan on the appropriate Entry Date following his attainment of age 19.

Entry Date. Once you have satisfied the eligibility conditions described above, you will be immediately eligible to participate in the Plan.

Crediting eligibility service. In determining whether you satisfy any minimum age or service conditions under the Plan, all service you perform during the year is counted. In addition, if you go on a maternity or paternity leave of absence (including a leave of absence under the Family Medical Leave Act) or a military leave of absence, you may receive credit for service during your period of absence for certain purposes under the Plan. You should contact the Plan Administrator to determine the effect of a maternity/paternity or military leave of absence on your eligibility to participate under the Plan.

Eligibility upon rehire or change in employment status. If you terminate employment after satisfying the minimum age and service requirements under the Plan and you are subsequently rehired as an Eligible Employee, you will enter the Plan on your rehire date. If you terminate employment prior to satisfying the minimum age and service requirements, and you are subsequently rehired, you will have to re-satisfy the eligibility requirements in order to participate under the Plan.

If you are not an Eligible Employee on your Entry Date, but you subsequently change status to an eligible class of Employee, you will be eligible to enter the Plan immediately (provided you have already satisfied the minimum age and service requirements). If you are an Eligible Employee and subsequently become ineligible to participate in the Plan, all contributions under the Plan will cease as of the date you become ineligible to participate. However, all service earned while you are employed, including service earned while you are ineligible, will be counted when calculating your vested percentage in your account balance.

Allocation Conditions

If you are an Eligible Employee and have satisfied the minimum age and service requirements described above, you are entitled to share in the contributions described in Article 4 above, provided you satisfy the allocation conditions described below (if any).

Salary Deferrals. You do not need to satisfy any additional allocation conditions to make Salary Deferrals under the Plan.

Matching Contributions. You do not need to satisfy any additional allocation conditions to be entitled to share in any Matching Contributions we make to the Plan.

Employer Contributions. You do not need to satisfy any additional allocation conditions to be entitled to share in any Employer Contributions we make to the Plan, unless you are employed by NANA Worley Parsons LLC. If you are employed by NANA Worley Parsons LLC, you must satisfy the following additional allocation conditions to receive an Employer Contribution:

- You must be employed on the last day of the Plan Year to receive an Employer Contribution for the Plan Year; and
- You must work at least 1,000 hours during the Plan Year.

The allocation conditions described above do not apply if you die during the Plan Year, terminate employment as a result of disability, or terminate employment after attaining Normal Retirement Age (defined in Article 2 above).

ARTICLE 6
LIMIT ON CONTRIBUTIONS

The IRS imposes limits on the amount of contributions you may receive under this Plan, as described below.

IRS limits on Salary Deferrals. The IRS imposes limits on the amount you can contribute as Salary Deferrals during a calendar year. For 2018, the maximum deferral limit is $18,500. For years after 2018, the maximum deferral limit may be adjusted for cost-of-living each year. The Plan Administrator will provide you with information regarding such adjusted deferral limits. In addition, if you are at least age 50 by December 31 of the calendar year, you also may make a special catch-up contribution. For 2018, the catch-up contribution limit is $6,000. For years after 2018, the catch-up contribution limit may be adjusted for cost-of living each year. The Plan Administrator will provide you with information regarding such adjusted catch-up contribution limits.

> **Example:** If you are at least age 50 by December 31, 2018, the maximum Salary Deferral you may make for the 2018 calendar year would be $24,500 (i.e., $18,500 maximum deferral limit plus $6,000 catch-up contribution limit).

The IRS deferral limit applies to all Salary Deferrals you make in a given calendar year to this Plan or any other cash or deferred arrangement (including a cash or deferred arrangement maintained by an unrelated employer). For this purpose, cash or deferred arrangements include 401(k) plans, 403(b) plans, simplified employee pension (SEP) plans or SIMPLE plans. (Note: If you participate in both this Plan and a 457 eligible deferred compensation plan, special limits may apply under the 457 plan. You should contact the Plan Administrator of the 457 plan to find out how participation in this Plan may affect your limits under the 457 plan.)

If you make Salary Deferrals for a given year in excess of the deferral limit described above under this Plan or another plan maintained by the Employer (or any other Employer maintaining this Plan), the Plan Administrator will automatically return the excess amount and associated earnings to you by April 15. If you make Salary Deferrals for a given year in excess of the deferral limit described above because you made Salary Deferrals under this Plan and a plan of an unrelated employer not maintaining this Plan, you must ask one of the plans to refund the excess amount to you. If you wish to take a refund from this Plan, you must notify the Plan Administrator, in writing, by March 1 of the next calendar year so the excess amount and related earnings may be refunded by April 15. The excess amount is taxable for the year in which you made the excess deferral. If you fail to request a refund, you will be subject to taxation in two separate years: once in the year of deferral and again in the year the excess amount is actually paid to you.

IRS limit on total contributions under the Plan. The IRS imposes a maximum limit on the total amount of contributions you may receive under this Plan. This limit applies to all contributions we make on your behalf, all contributions you contribute to the Plan, and any forfeitures allocated to any of your accounts during the year. Under this limit, the total of all contributions under the Plan cannot exceed a specific dollar amount or 100% of your annual compensation, whichever is less. For 2018, the specific dollar limit is $55,000. (For years after 2018, this amount may be increased for inflation.) For purposes of applying the 100% of compensation limit, your annual compensation includes all taxable compensation, increased for any Salary Deferrals you may make under a 401(k) plan and any pre-tax contributions you may make to any other plan we may maintain, such as a cafeteria health plan.

> **Example:** Suppose in 2018 you earn compensation of $45,000 (after reduction for pre-tax 401(k) plan contributions of $5,000). Your compensation for purposes of the overall contribution limit is $50,000 ($45,000 + $5,000 of pre-tax deferrals). The maximum amount of contributions you may receive under the Plan for 2018 is $50,000 (the lesser of $55,000 or 100% of $50,000).

ARTICLE 7
DETERMINATION OF VESTED BENEFIT

Vested account balance. When you take a distribution of your benefits under the Plan, you are only entitled to withdraw your *vested* account balance. For this purpose, your *vested* account balance is the amount held under the Plan on your behalf for which you have earned an ownership interest. You are always 100% vested in (and thus have complete ownership rights to) all of your contributions, including Salary Deferrals, Matching Contributions and Employer Contributions, under the Plan.

Protection of vested benefit. Once you are vested in your benefits under the Plan, you have an ownership right to those amounts. While you may not be able to immediately withdraw your vested benefits from the Plan due to the distribution restrictions described under Article 8 below, you generally will never lose your right to those vested amounts. However, it is possible that your benefits under the Plan will decrease as a result of investment losses. If your benefits decrease because of investment losses, you will only be entitled to the vested amount in your account at the time of distribution.

ARTICLE 8
PLAN DISTRIBUTIONS

The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. As discussed in Article 7 above, if you qualify for a Plan distribution, you will only receive your vested benefits. This Article 8 describes when you may request a distribution and the tax effects of such a distribution.

Distribution upon termination of employment. When you terminate employment, you may be entitled to a distribution from the Plan. The availability of a distribution will depend on the amount of your vested account balance.

- **Vested account balance in excess of $5,000.** If your total vested account balance exceeds $5,000 as of the distribution date, you may receive a distribution from the Plan as soon as administratively feasible following your termination of employment. If you do not consent to a distribution of your vested account balance, your balance will remain in the Plan until you either request a distribution or the attainment of Normal Retirement Age (or age 62, if later). If you receive a distribution of your vested benefits when you are only partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

- **Vested account balanced in excess of $5,000 upon attainment of Normal Retirement Age (or age 62, if later).** If your total vested account balance exceeds $5,000, upon attainment of Normal Retirement Age (or age 62, if later) and you do not consent to a distribution of your vested account balance, your vested benefit automatically will be rolled over to an IRA selected by the Plan Administrator.

You may elect to take your distribution in any of the following forms. In addition, in certain rare cases, you may be entitled to a distribution in the form of a joint and survivor annuity. Prior to receiving a distribution from the Plan, you will receive a distribution package that will describe the distribution options that are available to you. If you have any questions regarding your distribution options under the Plan, please contact the Plan Administrator.

- **Lump sum.** You may elect to take a distribution of your entire vested account balance in a lump sum. If you take a lump sum distribution, you may elect to rollover all (or any portion) of your distribution to an IRA or to another qualified plan. See the *Special Tax Notice*, which you may obtain from the Plan Administrator, for more information regarding your ability to rollover your Plan distribution.
- **Installment payments.** You may elect to receive a distribution in the form of a series of installment payments. If you elect distribution in the form of installments, your vested benefit will be paid out in equal annual installments over a set number of years. If the installment period is 10 years or greater, you may not rollover any of the installment payments into an IRA or into another qualified plan. The Plan Administrator will provide you with forms necessary to elect an installment distribution under the Plan.
- **Partial Distributions.** Partial distributions are not permitted.

- **Vested account balance of $5,000 or less.** If your total vested account balance under the Plan is $5,000 or less as of the distribution date, you will be eligible to receive a distribution of your entire vested account balance in a lump sum as soon as administratively feasible following your termination of employment.

  You may elect to receive your distribution in cash or you may elect to rollover your distribution to an IRA or to another qualified plan. If your total vested account balance under the Plan is between $1,000 and $5,000 as of the distribution date and you do not consent to a distribution of your vested account balance, your vested benefit automatically will be rolled over to an IRA selected by the Plan Administrator. If your total vested account balance exceeds $5,000, no distribution will be made from the Plan without your consent until the attainment of Normal Retirement Age (or age 62, if later). If your total vested account balance is $1,000 or less as of the distribution date, your entire vested benefit will be distributed to you in a lump sum, even if you do not consent to a distribution.

  If your benefit is automatically rolled over to an IRA selected by the Plan Administrator, such amounts will be invested in a manner designed to preserve principal and provide a reasonable rate of return. Common types of investment vehicles that may be used include money market accounts, certificates of deposit or stable value funds. Reasonable expenses may be charged against the IRA account for expenses associated with the establishment and maintenance of the IRA. Any such expenses will be no greater than similar fees charged for other IRAs maintained by the IRA provider. For further information regarding the automatic rollover requirements, including further information regarding the IRA provider and the applicable fees and expenses associated with the automatic rollover IRA, please contact the Plan Administrator or other designated Plan representative.

In-service distributions. You may withdraw vested amounts from the Plan while you are still employed with us, but only if you satisfy the Plan’s requirements for in-service distributions. Different in-service distribution options apply depending on the type of contribution being withdrawn from the Plan.

- **Salary Deferrals.** You may withdraw amounts attributable to Salary Deferrals while you are still employed upon any of the following events:
  - You are at least age 59½ at the time of the distribution.
  - You have incurred a hardship, as described below.
  - You are in certain qualified active military duty. Please contact the Plan Administrator if you have any questions regarding the availability of a distribution under this provision.

- **Matching Contributions.** You may withdraw amounts attributable to Matching Contributions while you are still employed upon any of the following events:
  - You are at least age 59½ at the time of the distribution.
  - You have incurred a hardship, as described below.
- **Employer Contributions.** You may withdraw amounts attributable to Employer Contributions while you are still employed upon any of the following events:
  - You are at least age 59½ at the time of the distribution.
  - You have incurred a hardship, as described below.
- **Rollover Contributions.** If you have rolled money into this Plan from another qualified plan or IRA, you may withdraw amounts attributable to your Rollover Contributions while you are still employed upon any of the following events:
  - You are at least age 59½ at the time of the distribution.
- **Qualified Nonelective Contributions (QNECs).** Generally, the same in-service distribution options that apply to Salary Deferrals also apply to QNECs under the Plan. However, QNECs may not be withdrawn on account of hardship.
- **Qualified Matching Contributions (QMACs).** Generally, the same in-service distribution options that apply to Salary Deferrals also apply to QMACs under the Plan. However, QMACs may not be withdrawn on account of hardship.

Hardship distribution. To receive a distribution on account of hardship, you must demonstrate one of the following hardship events.

(1) You need the distribution to pay unpaid medical expenses for yourself, your spouse or any dependent.

(2) You need the distribution to pay for the purchase of your principal residence. You must use the hardship distribution for the *purchase* of your principal residence. You may not receive a hardship distribution solely to make mortgage payments.

(3) You need the distribution to pay tuition and related educational fees (including room and board) for the post-secondary education of yourself, your spouse, your children, or other dependent. You may take a hardship distribution to cover up to 12 months of tuition and related fees.

(4) You need the distribution to prevent your eviction or to prevent foreclosure on your mortgage. The eviction or foreclosure must be related to your principal residence.

(5) You need the distribution to pay funeral or burial expenses for your deceased parent, spouse, child or dependent.

(6) You need the distribution to pay expenses to repair damage to your principal residence (provided the expenses would qualify for a casualty loss deduction on your tax return, without regard to 10% adjusted gross income limit).

In addition, a hardship event described under (1), (3) or (5) above may also be determined with respect to a primary beneficiary under the Plan. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of a participant's benefit upon the death of the participant.

Before you may receive a hardship distribution, you must provide the Plan Administrator with sufficient documentation to demonstrate the existence of one of the above hardship events. The Plan Administrator will provide you with information regarding the documentation it deems necessary to sufficiently document the existence of a proper hardship event.

In addition, if you have other distributions or loans available under this Plan (or any other plan we may maintain) you must take such distributions or loans *before* requesting a hardship distribution. Upon receiving a hardship distribution, you will be suspended from making any further Salary Deferrals for six months following the receipt of your hardship distribution.

Some contribution types under the Plan are not eligible for distribution on account of hardship. For example, a hardship distribution is not available with respect to:

- Qualified Nonelective Employer Contributions (QNECs)
- Qualified Matching Contributions (QMACs)

Thus, you will not be able to withdraw from the Plan any amounts which are attributable to such contributions solely on account of a hardship.

You may not receive a hardship distribution of more than you need to satisfy your hardship. In calculating your maximum hardship distribution, you may include any amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the distribution. See the Plan Administrator for more information regarding the maximum amount you may take from the Plan as a hardship distribution and the total amount you have available for a hardship distribution. The Plan Administrator will provide you with the appropriate forms for requesting a hardship distribution.

Required distributions. If you have not begun taking distributions before you attain your Required Beginning Date, the Plan generally must commence distributions to you as of such date. For this purpose, your Required Beginning Date is April 1 following the end of the calendar year in which you attain age 70½ or terminate employment, whichever is later. (For 5% owners, the Required Beginning Date is April 1 following the calendar year in which you attain age 70½, even if you are still employed.)

Once you attain your Required Beginning Date, the Plan Administrator will commence distributions to you as required under the Plan. The Plan Administrator will inform you of the amount you are required to receive once you attain your Required Beginning Date.

Distribution upon disability. If you should terminate employment because you are disabled, you will be eligible to receive a distribution of your vested account balance under the Plan's normal distribution rules. The following definition of disability applies for purposes of applying the distribution provisions under the Plan: Disabled means the inability to perform the normal duties for the Employer as determined by the Plan Administrator. The Plan Administrator may require that you be examined by physician(s) selected by the Plan Administrator. The Plan Administrator may establish reasonable procedures for determining whether you are disabled.

Distributions upon death. If you should die before taking a distribution of your entire vested account balance, your remaining benefit will be distributed to your beneficiary or beneficiaries, as designated on the appropriate designated beneficiary election form. You may request a designated beneficiary election form from the Plan Administrator.

If you are married, your spouse generally is treated as your beneficiary, unless you and your spouse properly designate an alternative beneficiary to receive your benefits under the Plan. The Plan Administrator will provide you with information concerning the availability of death benefits under the Plan and your rights (and your spouse's rights) to designate an alternative beneficiary for such death benefits. For purposes of determining your beneficiary to receive death distributions under the Plan, any designation of your spouse as beneficiary is automatically revoked upon a formal divorce decree unless you re-execute a new beneficiary designation form or enter into a valid Qualified Domestic Relations Order (QDRO).

Default beneficiaries. If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your children. If you have no children at the time of your death, your benefits will be distributed to your estate.

Taxation of distributions. Generally, you must include any Plan distribution in your taxable income in the year you receive the distribution. More detailed information on tax treatment of Plan distributions is contained in the "Special Tax Notice" which you may obtain from the Plan Administrator.

Distributions before age 59½. If you receive a distribution before age 59½, you generally will be subject to a 10% penalty tax in addition to regular income taxation on the amount of the distribution that is subject to taxation. You may avoid the 10% penalty tax by rolling your distribution into another plan or IRA. Certain exceptions to the penalty tax may apply. For more information, please review the "Special Tax Notice," which may be obtained from the Plan Administrator.

Rollovers and withholding. You may "rollover" most Plan distributions to an IRA or another qualified plan and avoid current taxation. You may accomplish a rollover either directly or indirectly. In a direct rollover, you instruct the Plan Administrator that you wish to have your distribution deposited directly into another plan or an IRA. In an indirect rollover, the Plan Administrator actually makes the distribution to you and you may rollover that distribution to an IRA or another qualified plan within 60 days after you receive the Plan distribution.

If you are eligible to directly rollover a distribution but choose not to, the Plan Administrator must withhold 20% of the taxable distribution for federal income tax withholding purposes. The Plan Administrator will provide you with the appropriate forms for choosing a direct rollover. For more information, see the "Special Tax Notice," which may be obtained from the Plan Administrator.

Certain benefit payments are not eligible for rollover and therefore will not be subject to 20% mandatory withholding. The types of benefit payments that are not "eligible rollover distributions" include:

- annuities paid over your lifetime,
- installments payments for a period of at least ten (10) years,
- minimum required distributions starting on your Required Beginning Date (described under "Required distributions" above under this Article 8),
- hardship withdrawals, and
- Certain "corrective" distributions.

Non-assignment of benefits and Qualified Domestic Relations Orders (QDROs) Your benefits cannot be sold, used as collateral for a loan, given away, or otherwise transferred, garnished, or attached by creditors, except as provided by law. However, if required by applicable state domestic relations law, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This type of court order is known as a Qualified Domestic Relations Order (QDRO). As soon as you become aware of any court proceedings that might affect your Plan benefits, please contact the Plan Administrator. You may request a copy of the procedures concerning QDROs, including those procedures governing the qualification of a domestic relations order, without charge, from the Plan Administrator.

ARTICLE 9
PLAN ADMINISTRATION AND INVESTMENTS

Investment of Plan assets. You have the right to direct the investment of Plan assets held under the Plan on your behalf. The Plan Administrator will provide you with information on the amounts available for direction, the investment choices available to you, the frequency with which you can change your investment choices and other investment information. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. If you have any questions about the investment of your Plan accounts, please contact the Plan Administrator or other Plan representative.

Although you have the opportunity to direct the investment of your benefits under the Plan, the Plan Administrator may decline to implement investment directives where it deems it is appropriate in fulfilling its role as a fiduciary under the Plan. The Plan Administrator may adopt rules and procedures to govern Participant investment elections and directions under the Plan.

This Plan is designed to comply with the requirements of ERISA §404(c). As such, to the extent you are permitted to direct the investment of your account, you are solely responsible for the investment decisions you make with respect to your Plan benefits. No other fiduciary, including the Trustee, Employer or Plan

Administrator, will be responsible for any losses resulting from your direction of investments under the Plan. If you have questions regarding investment decisions or strategies with respect to the investment of your Plan benefits, you should consult an investment advisor.

Valuation Date. To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

Plan fees. There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Employer. If the Employer does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan's administration expenses, regardless of whether the Employer pays some of these expenses for current Employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions (including hardship distributions).
- Fees related to the processing of required minimum distributions at age 70½ (or termination of employment, if later).
- Participant loan origination fees and annual maintenance fees.
- Charges related to processing of a Qualified Domestic Relation Order (QDRO) where a court requires that a portion of your benefits is payable to your ex-spouse or children as a result of a divorce decree.

If you are permitted to direct the investment of your benefits under the Plan, each year you will receive a separate notice describing the fees that may be charged under the Plan. In addition, you will also receive a separate notice describing any actual fees charged against your account. Please contact the Plan Administrator if you have any questions regarding the fees that may be charged against your account under the Plan.

ARTICLE 10
PARTICIPANT LOANS

The Plan permits participants to take a loan from the Plan. Thus, you may take a loan from your vested benefits under the Plan. The Plan Administrator will develop procedures for administering Participant loans, including the establishment of procedures for applying for a loan and limits on the total amount of loan proceeds that may be outstanding at any time. For more information regarding the procedures for receiving a participant loan, please contact the Plan Administrator.

ARTICLE 11
PLAN AMENDMENTS AND TERMINATION

Plan amendments. NANA Regional Corporation, Inc. has the authority to amend this Plan at any time. Any amendment, including the restatement of an existing Plan, may not decrease your vested benefit under the Plan, except to the extent permitted under the Internal Revenue Code, and may not reduce or eliminate any "protected benefits" (except as provided under the Internal Revenue Code or any regulation issued thereunder) determined immediately prior to the adoption or effective date of the amendment (whichever is later). However, we may amend the Plan to increase, decrease or eliminate benefits on a prospective basis.

Plan termination. Although we expect to maintain this Plan indefinitely, we have the ability to terminate the Plan at any time. For this purpose, termination includes a complete discontinuance of contributions under the Plan or a partial termination. If the Plan is terminated, all amounts credited to your account shall become 100% vested, regardless of the Plan's current vesting schedule. In the event of the termination of the Plan, you are entitled to a distribution of your entire vested benefit. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another qualified retirement plan or IRA. If you do not consent to a distribution of your benefit upon termination of the Plan, the Plan Administrator will transfer your vested benefit directly to an IRA that we will establish for your benefit. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

A partial termination may occur if either a Plan amendment or severance from service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, affected participants will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a participant.

ARTICLE 12
PLAN PARTICIPANT RIGHTS AND CLAIM PROCEDURES

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

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may assess a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to provide each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive benefits under the Plan and, if so, what your current benefits are. You must request this statement in writing. The Plan Administrator will provide the statement free of charge but is not required to provide the statement to you more than once every twelve months.
- File a claim for benefits.

Prudent Actions by Plan Fiduciaries. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people, called "fiduciaries," have a duty to operate the Plan prudently and in the best interests of you, other Plan participants and beneficiaries. You may not be fired or otherwise discriminated against in any way solely to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforcement of Rights. If you have a claim for benefits under the Plan that 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. For example, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive the requested documents 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 documents and pay you up to $110 a day until you receive the documents, unless the documents 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 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 the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Questions. If you have any questions about the Plan or this SPD, you should contact the Plan Administrator. If you have any questions 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.

Claim for Benefits. Benefits will normally be payable under the Plan without the need for a formal claim. However, if you feel you are entitled to benefits under the Plan that have not been paid, you may submit to the Plan Administrator a written claim for benefits. Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. The Plan Administrator will evaluate your claim (including all relevant documents and records you submit to support your claim) to determine if benefits are payable to you under the terms of the Plan. The Plan Administrator may solicit additional information from you if necessary to evaluate the claim.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

If the Plan Administrator denies all or any portion of your claim, you will receive within a reasonable period of time (not to exceed 90 days after receipt of the claim by the Plan Administrator), a written or electronic notice setting forth the reasons for the denial (including references to the specific provisions of the Plan on which the decision is based), a description of any additional information needed to perfect your claim, and the steps you must take to submit the claim for review. If the Plan Administrator determines that special circumstances require an extension of time for processing your claim, it may extend the 90-day period described in the prior sentence to 180 days, provided the Plan Administrator provides you with written notice of the extension and prior to the expiration of the original 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render its decision.

If the Plan Administrator denies your claim, you will have 60 days from the date you receive notice of the denial of your claim to appeal the adverse decision of the Plan Administrator. You may submit to the Plan Administrator written comments, documents, records and other information relating to your claim for benefits. You 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. The Plan Administrator's review of the claim and of its denial of the claim shall take into account all comments, documents, records and other information relating to the claim, without regard to whether these materials were submitted or considered by the Plan Administrator in its initial decision on the claim.

If the Plan Administrator denies all or any portion of your claim on appeal, you will receive within a reasonable period of time (not to exceed 60 days after receipt of the appeal by the Plan Administrator), a written or electronic notice setting forth the reasons for the denial (including references to the specific provisions of the Plan on which the decision is based), a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits, and a statement of your right to bring an action under ERISA §502(a). If the Plan Administrator determines that special circumstances require an extension of time for processing your appeal, it may extend the 60-day period described in the prior sentence to 120 days, provided the Plan Administrator provides you with written notice of the extension and prior to the expiration of the original 60-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render its decision on appeal.

If the Plan Administrator makes a final written determination denying your claim for benefits, you may commence legal or equitable action with respect to the denied claim upon completion of the claims procedures outlined under the Plan. Any legal or equitable action must be commenced no later than the earlier of 180 days following the date of the final determination or three years following the proof of loss. If you fail to commence legal or equitable action with respect to a denied claim within the above timeframe, you will be deemed to have accepted the Plan Administrator’s final decision with respect to the claim for benefits.

If your claim is based on disability benefits, different claim procedures and deadlines will apply. Ask the Plan Administrator for a copy of such disability claims procedures.