

**January 11, 2018**  
**SUMMARY PLAN DESCRIPTION**  
**FOR**  
**GREEN DIAMOND SAVINGS PLAN**

**Employer Identification Number: 91-2172199**  
**Plan Number: 001**

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan Administrator.

## **HOW TO USE THIS SUMMARY**

### **TABLE OF CONTENTS**

The table of contents gives a detailed description of where specific information concerning a particular topic may be found.

### **GLOSSARY**

Some terms used in the summary have special meanings. These terms are identified by capitalizing the term's first letter. To find out the exact meaning of a special term, there is a glossary at the end of this summary.

### **EFFECTIVE DATE**

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on January 11, 2018. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before January 11, 2018.

### **MORE SPECIFIC INFORMATION**

Some technical details and legal expressions contained in the formal Plan documents have been omitted in this summary. The formal Plan documents govern in administering and interpreting the rights of participants and their beneficiaries.

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## INTRODUCTION TO YOUR PLAN

The Green Diamond Savings Plan helps you provide for your retirement security by making it simple and convenient for you to contribute to your retirement savings regularly. Your Employer may also make contributions to your Account to provide you with additional savings. The Plan is intended to meet federal tax law qualification requirements, allowing your savings to accumulate on a tax-deferred basis and permitting you to save more dollars for your retirement.

### HOW YOU SAVE

- You may contribute a percentage of your pay to the Plan as 401(k) Contributions. You may make Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions. For information on making 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**.
- If you will be age 50 by the end of the year, you may make Catch Up 401(k) Contributions to the Plan. Catch Up 401(k) Contributions are additional 401(k) Contributions that are not subject to annual limits imposed on 401(k) Contributions under the Plan. For more information on making Catch Up 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS** and **LIMITATIONS ON CONTRIBUTIONS**.
- If you could receive a distribution from your Account that is eligible for direct rollover, you may be eligible to convert a portion of the distributable amount that is not already attributable to Roth 401(k) Contributions to Roth 401(k) Contributions through an in-plan rollover. For more information on the types of distributions that may be converted and the terms and conditions for making In-Plan Roth Rollover Contributions, see **YOUR CONTRIBUTIONS: IN-PLAN ROTH ROLLOVER CONTRIBUTIONS**.
- If you have savings from another retirement plan or annuity, you may be able to roll those savings into the Plan as Rollover Contributions. For more information on the types of savings that may be rolled over into the Plan and the terms and conditions for making Rollover Contributions, see **YOUR CONTRIBUTIONS: ROLLOVER CONTRIBUTIONS**.
- Your Employer may also make Discretionary Nonelective Contributions to the Plan for you. For information on the amount of your Employer's Discretionary Nonelective Contribution and the terms and conditions for receiving Discretionary Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- For every \$1.00 you contribute to the Plan, up to the maximum permitted under the Plan, your Employer will add a Safe Harbor Matching Contribution. For information on the amount of your Employer's Safe Harbor Matching Contribution and the terms and conditions for receiving Safe Harbor Matching Contributions, see **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.
- Your Employer may make special contributions to the Plan for you that can be used to help it satisfy nondiscrimination rules applicable to 401(k) plans. These contributions are called Qualified Nonelective Contributions. For information on the terms and conditions for receiving Qualified Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- Your Account may include Prior Matching Contributions that were either (1) made under the terms of another plan and then transferred directly to the Plan or (2) made under terms of the Plan that are no longer in effect. These prior contributions may be subject to different rules than other amounts held under the Plan.
- Your Account may include Prior Nonelective Contributions that were either (1) made under the terms of another plan and then transferred directly to the Plan or (2) made under terms of the Plan that are no longer in effect. These prior contributions may be subject to different rules than other amounts held under the Plan.
- Dollars you save as Pre-Tax 401(k) Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Dollars saved as Roth 401(k) Contributions, including Designated Roth Rollover Contributions and In-Plan Roth Rollover Contributions, are taxed before contributed, but are not taxed when they are distributed to you. Taxes

are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings, except dollars saved as Roth 401(k) Contributions, including Designated Roth Rollover Contributions and In-Plan Roth Rollover Contributions, until they are distributed to you. If you satisfy certain rules, you will not pay taxes on investment earnings on your Roth 401(k) Contributions, Designated Roth Rollover Contributions and In-Plan Roth Rollover Contributions even when they are distributed to you.

## **YOUR PLAN ACCOUNT**

You have your own Account under the Plan to hold all contributions you make to the Plan and any contributions your Employer makes for you. Your Account also holds any investment earnings on those contributions. Your Account keeps track of your share of the assets held in the Plan.

## **VESTING OF YOUR ACCOUNT**

Your Vested Interest in your Account is the percentage of your Account that you would receive if your employment terminated.

Your Vested Interest in the balance of your Account is always 100%.

## **DISTRIBUTION OF BENEFITS**

You may receive distributions from your Vested Interest in your Account when any of the following happens:

- You satisfy the requirements for an in-service withdrawal. (For more information about withdrawals, see **IN-SERVICE WITHDRAWALS**.)
- You retire from employment after you reach your Normal or Early Retirement Date.
- You die (distribution will be made to your Beneficiary).
- Your employment terminates. (For more information about distributions following termination of employment, see **DISTRIBUTION OF YOUR ACCOUNT**.)

## **SPONSOR DISCRETION**

The Sponsor has discretionary authority to interpret and construe the provisions of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. The Sponsor may delegate this authority as provided under the Plan.

## **PLAN IDENTIFICATION INFORMATION**

### **TYPE OF PLAN**

The Plan is a "**defined contribution plan**". Under a defined contribution plan, all contributions you make to the plan or that are made on your behalf are held in an account that is invested on your behalf. When you retire, your retirement benefit from the plan will be based on the value of your account (including investment earnings and losses) at the time distribution is made to you.

The Plan is a type of defined contribution plan called a "**profit-sharing plan**". Contributions under a profit-sharing plan are **not** subject to funding requirements under federal tax law. Therefore, contributions may be discretionary with the employer and may be conditioned on the employer's profits. However, any contributions made under a profit-sharing plan must be allocated among participants under a formula that is described in the plan.

The Plan is also a "**401(k) plan**". Under a 401(k) plan, you may elect to make contributions to the plan from your pay. Your contributions (called "401(k) Contributions" in this summary) may be either Pre-Tax 401(k) Contributions or Roth 401(k) Contributions. You do not pay any taxes on your Pre-Tax 401(k) Contributions or earnings until they are distributed to you. You pay taxes on your Roth 401(k) Contributions for the year of the contribution, but earnings accumulate tax-free and, if you satisfy certain requirements, are also excluded from your taxable income when distributed to you.

The Plan is also intended to be a "**404(c) plan**". Under a 404(c) plan, you may select the investments for all or a portion of your account under the plan. For the accounts over which you control investments, fiduciaries who would otherwise be responsible for assuring that your account is invested appropriately are relieved of responsibility for your investment choices. For more information, see **PLAN INVESTMENTS: 404(c) PROTECTION**.

**ADMINISTRATOR**

(This is the Plan Administrator for purposes of ERISA and the Internal Revenue Code.)

Green Diamond Resource Company  
1301 Fifth Avenue, Suite 2700  
Seattle, WA 98101-2613  
(202) 224-5800

**SPONSOR**

Green Diamond Resource Company  
1301 Fifth Avenue, Suite 2700  
Seattle, WA 98101-2613

**SPONSOR'S EMPLOYER IDENTIFICATION NUMBER**

91-2172199

**PLAN NUMBER**

001

**OTHER ADOPTING EMPLOYERS**

Kamilche Company, California Redwood Company, and Green Diamond Management Company

**SERVICE PROVIDER**

T. Rowe Price Retirement Plan Services, Inc.  
100 East Pratt Street  
Baltimore, MD 21202  
(800) 922-9945  
rps.troweprice.com

**FUNDING MEDIUM**

Plan assets are held in a trust maintained by the Trustee.

**TRUSTEE**

T. Rowe Price Trust Company  
100 East Pratt Street  
Baltimore, MD 21202

**AGENT FOR SERVICE OF LEGAL PROCESS**

Legal process may be served on the Sponsor at its address listed above.

Legal process may also be served on the Trustee at its address listed above.

**ELIGIBILITY TO PARTICIPATE**



You may make contributions to the Plan and will be eligible to receive Employer Contributions (provided you satisfy any allocation requirements) immediately upon becoming a Covered Employee, as described below.

#### **COVERED EMPLOYEES**

You are a Covered Employee if:

- you are a common law employee of the Employer.

#### **AND**

- you have **not** executed a contract, letter of agreement, or other document acknowledging your status as an independent contractor and are **not** otherwise treated by the Employer as an independent contractor with respect to whom the Employer does not withhold income taxes and file Form W-2 (or any replacement Form) with the Internal Revenue Service. If the Employer treats you as an independent contractor and you are later adjudicated to be a common law employee of the Employer, you will not be considered a Covered Employee unless and until the Employer extends Plan coverage to you.
- you are **not** a nonresident alien, or you are a nonresident alien who receives United States source income.
- you are **not** a Leased Employee.
- you are **not** a resident of Puerto Rico.

If you become an employee in connection with an acquisition or merger, there may be a delay in when you are considered a Covered Employee.

#### **TRANSFERS OF EMPLOYMENT**

If you are transferred from other employment with the Employer or a Related Company to employment as a Covered Employee (as described in **COVERED EMPLOYEES** above), you will be eligible to participate beginning on your transfer date if you would have been eligible to participate on or before your transfer date had you been employed as a Covered Employee for your entire period of employment. Otherwise, you will be eligible to participate as provided above.

#### **REEMPLOYMENT**

If your employment terminates and you are later reemployed as a Covered Employee (as described in **COVERED EMPLOYEES** above), you will be eligible to participate beginning on your reemployment date.

### **YOUR CONTRIBUTIONS**

#### **401(k) CONTRIBUTIONS**

If you elect to make 401(k) Contributions, you authorize your Employer to reduce the Compensation you would regularly receive by a specified amount. This amount is then deposited in your Account as a 401(k) Contribution. You may elect to make Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions to the Plan. Once you have designated a 401(k) Contribution as either a Pre-Tax or Roth 401(k) Contribution, you may not later change its designation, unless you elect to convert Pre-Tax 401(k) Contributions to Roth 401(k) Contributions, as provided in **YOUR CONTRIBUTIONS: IN-PLAN ROTH ROLLOVER CONTRIBUTIONS** below. You may, however, change your designation with respect to future 401(k) Contributions. (See **Change in Amount and/or Treatment of 401(k) Contributions** below).

#### ***Pre-Tax 401(k) Contributions***

You do not pay federal income taxes (or, in many states, state income taxes) on Compensation you contribute to the Plan as Pre-Tax 401(k) Contributions for the year in which you make the contribution. Instead, your Pre-Tax 401(k) Contributions and earnings on your Pre-Tax 401(k) Contributions are only taxable when they are distributed from the Plan.

### ***Roth 401(k) Contributions***

You pay federal income taxes and state income taxes on Compensation you contribute to the Plan as Roth 401(k) Contributions for the year in which you make the contribution. However, your Roth 401(k) Contributions are not taxable when they are distributed from the Plan. In addition, if certain conditions are satisfied, the earnings on your Roth 401(k) Contributions are also not taxable when distributed from the Plan.

There are 2 separate sets of requirements that must be satisfied in order for the distribution of the earnings on your Roth 401(k) Contributions to be non-taxable:

- First, distribution must be made at least 5 years after the first day of the calendar year in which you first made Roth 401(k) Contributions to the Plan or, if earlier, you first converted a portion of your Account by making an In-Plan Roth Rollover Contribution, as described in **YOUR CONTRIBUTIONS: IN-PLAN ROTH ROLLOVER CONTRIBUTIONS**. Special rules apply for determining this 5-year period if you make Designated Roth Rollover Contributions.
- Second, the distribution must be a "qualified distribution." A "qualified distribution" is a distribution made to you after you reach age 59 1/2 or become disabled or made to your Beneficiary after your death. For this purpose, you are considered disabled if you are unable to engage in **any** substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in your death or to be of long-continued and indefinite duration.

### ***Automatic Contribution Arrangement – Automatic Enrollment***

After 90 days from your date of hire you will be enrolled in the Plan as soon as it is administratively feasible. Your employer will automatically withhold 5% of your Compensation each payroll period as 401(k) Contributions. You are excluded from the automatic contribution arrangement if you have affirmatively elected not to participate.

401(k) Contributions made under the automatic contribution arrangement will be treated as Pre-Tax 401(k) Contributions.

You may elect instead to make 401(k) Contributions in a different amount or not at all. You may also elect to have your contributions treated as Roth 401(k) Contributions instead of Pre-Tax 401(k) Contributions. To make such an election, you must notify the Service Provider as described in **How to Make an Election** below.

**Please note:** Affirmative elections out of the automatic contribution arrangement expire under certain circumstances. If you terminate employment and are rehired, your affirmative election will expire and 401(k) Contributions will be made for you under the automatic contribution arrangement, unless you make another election.

If you do not make an affirmative election otherwise, your Employer will continue to withhold 5% of your Compensation each payroll period as 401(k) Contributions until you suspend or change the amount of your contributions, as described in **Change in Amount and/or Treatment of 401(k) Contributions** below, or your 401(k) Contributions are increased automatically, as provided in **Automatic Annual Increase** below.

### ***Automatic Annual Increase***

Unless you elect otherwise, if you are making 401(k) Contributions in an amount less than 10% of your Compensation, your Employer will automatically increase your 401(k) Contributions each year by an additional 1% of Compensation. You are excluded from automatic escalation if:

- you opt out of the automatic contribution arrangement (described in **Automatic Contribution Arrangement – Automatic Enrollment** above).

The automatic increase will apply March 1 to the extent at least 60 days have elapsed since the participant's eligibility date or last active elective deferral change (the "adjustment date") and will be implemented as soon as reasonably practicable following that date. The first increase will apply with the first

adjustment date after the date you first become subject to the automatic annual increase. If you change the amount of your 401(k) Contributions within the 60-day period before an adjustment date, no automatic increase will be made for that adjustment date. The increase will instead be postponed to the next adjustment date. You may elect to have the increase apply on a different adjustment date.

**(Please note:** If applying the full increase would cause your 401(k) Contributions to exceed 10% of your Compensation, your 401(k) Contributions will be increased only if you elect to continue increases after reaching the maximum, as provided below.)

Additional 401(k) Contributions made because of the automatic increase will be treated as Pre-Tax 401(k) Contributions.

**Special Elections:** You may elect to continue automatic increases after you have reached the maximum described above, to have your 401(k) Contributions automatically increased each year by a different amount, to apply the annual increase on a different adjustment date each year or not to have your 401(k) Contributions increased at all. You may also elect to treat the additional 401(k) Contributions made because of the annual increase as Roth 401(k) Contributions instead of Pre-Tax 401(k) Contributions. See **How to Make an Election** below.

**Please note:** Elections against the automatic annual increase (including elections to continue increases after reaching the maximum, automatically increase by a different amount or apply the annual increase on a different adjustment date) expire under certain circumstances. If you terminate employment and are rehired, your affirmative election will expire and your 401(k) Contributions will be increased annually as provided above, unless you make another election.

### **How to Make an Election**

To make 401(k) Contributions in a different amount than under the automatic contribution arrangement (or not at all) or to elect out of the automatic annual increase (including elections to continue increases after reaching the maximum, automatically increase by a different amount or apply the annual increase on a different adjustment date), you must contact the Service Provider by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945. Be prepared to indicate the amount you want to contribute and the portion of your 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and Roth 401(k) Contributions. If any administrative procedures apply to your election (e.g., elections are not implemented until after a specified notice period has expired), you will be notified.

### **Amount of 401(k) Contributions**

You may contribute from 1% to 80% of your Compensation as 401(k) Contributions.

### **Commencement of 401(k) Contributions**

401(k) Contributions will be made from your Compensation as provided in your election beginning as soon as reasonably practicable after the date your election is effective.

### **Change in Amount and/or Treatment of 401(k) Contributions**

You may change the amount your Employer withholds from your future Compensation or change the portion of your 401(k) Contributions treated as Pre-Tax and Roth 401(k) Contributions effective as of the date or dates prescribed by the Administrator. To change the amount or treatment of your 401(k) Contributions, you must contact the Service Provider by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945. If any administrative procedures apply to your election (e.g., elections are not implemented until a specified notice period has expired), you will be notified.

### **Suspension of 401(k) Contributions**

You may direct your Employer to stop withholding amounts from your future Compensation and suspend your 401(k) Contributions at any time. To suspend your 401(k) Contributions, you must notify the Service Provider by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945. If any administrative procedures apply to your election, you will be notified.

If you suspend your 401(k) Contributions, the suspension will remain in effect until you elect to resume making 401(k) Contributions again.

### ***Resumption of 401(k) Contributions***

If you suspend your 401(k) Contributions, you may resume making 401(k) Contributions effective as of the date or dates prescribed by the Administrator. To resume your 401(k) Contributions you must notify the Service Provider by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945. If any administrative procedures apply to your election, you will be notified.

### ***Annual Federal Limit on Amount of 401(k) Contribution***

Federal law limits the amount of 401(k) Contributions (including both Pre-Tax and Roth 401(k) Contributions) that you can make to the Plan each calendar year. For 2018, the maximum amount is \$18,500. The IRS may adjust this limit for future years. Any adjustment will be in increments of \$500. If the Administrator determines that the amount you authorize your Employer to withhold from your Compensation would exceed the maximum amount permitted for the year, the Administrator will adjust the amount withheld so that it does not exceed the maximum.

### ***Catch-Up 401(k) Contributions***

If you will be age 50 or older by the end of the calendar year, you may make Catch-Up 401(k) Contributions for that year that exceed the annual Federal limit above. Your total Catch-Up 401(k) Contributions for a year cannot exceed the Catch-Up Limit in effect for the year. For 2018 the Catch-Up Limit is \$6,000. The IRS may adjust this limit each year.

## **ROLLOVER CONTRIBUTIONS**

If you are a Covered Employee, you may elect to roll over qualified distributions into the Plan.

Your Rollover Contributions are subject to all the terms and conditions of the Plan and are only distributable to you under the terms of the Plan.

### ***Savings Eligible for Direct Rollover***

The Plan permits "direct rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet federal tax law qualification requirements, such as 401(k) or profit-sharing plans). Your "direct rollover" may include Roth contributions.
- 403(b) retirement plans (these are retirement plans maintained for employees of tax exempt organizations or governments). Your "direct rollover" may include Roth contributions.
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments). Your "direct rollover" may include Roth contributions.
- IRAs.

A "direct rollover" is a rollover made directly from another plan or annuity without being distributed to you first. You may not make a direct rollover to the Plan of after-tax employee contributions. Please note that after-tax contributions are different from Roth contributions.

If you have an outstanding loan under another plan or annuity, you may roll over the loan note as part of your Rollover Contribution, but only if the rollover is in connection with the Employer's merger with or acquisition of the employer maintaining the plan that holds the loan note.

### ***Savings Eligible for Indirect Rollover***

The Plan permits "indirect rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet federal tax law qualification requirements, such as 401(k) or profit-sharing plans).

- 403(b) retirement plans (these are retirement plans maintained for employees of tax exempt organizations or governments).
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments).
- IRAs.

An "indirect rollover" is a rollover you make to the Plan of amounts you have actually received as a distribution from another plan or annuity. You may not make an indirect rollover to the Plan of Roth contributions or after-tax employee contributions.

### ***Rollover Procedures***

The Administrator may require you to provide information to show that the savings you want to roll over meet the Plan requirements.

If the distribution qualifies, you may roll it over into the Plan by having it delivered to the Trustee. If you actually receive distribution of the amount you are rolling over, your Rollover Contribution must be delivered to the Trustee within 60 days of the date you receive it.

### ***Treatment of Designated Roth Rollover Contributions***

If you make Designated Roth Rollover Contributions to the Plan, those amounts will be accounted for separately from your other Rollover Contributions. This is required so that the Plan can keep track of the non-taxable portion of the rollover.

## **IN-PLAN ROTH ROLLOVER CONTRIBUTIONS**

You may elect to convert a part of your Account that is not already attributable to Roth 401(k) Contributions to In-Plan Roth Rollover Contributions that are treated similarly to Roth 401(k) Contributions. Your In-Plan Roth Rollover Contributions and, if certain conditions are satisfied, the earnings on those contributions, are not taxable when distributed from the Plan.

**Please Note:** Once any part of your Account is converted to In-Plan Roth Rollover Contributions, you may not undo your election.

### ***In-Plan Roth Rollover Procedures***

If you could receive a non-hardship withdrawal, as described in **IN-SERVICE WITHDRAWALS**, that would be eligible for direct rollover (as described in **FORM OF PAYMENT: FORM OF PAYMENT TO YOU**) and that is not already attributable to Roth 401(k) Contributions, you may elect, in accordance with rules prescribed by the Administrator, to convert that distributable amount to an In-Plan Roth Rollover Contribution.

Your In-Plan Roth Rollover Contributions must be withdrawable under the same conditions permitted before the conversion. Therefore, the Plan provides that in-service withdrawals of previously distributable In-Plan Roth Rollover Contributions are permitted at any time. See **IN-SERVICE WITHDRAWALS: WITHDRAWALS OF YOUR CONTRIBUTIONS**.

## **VESTED INTEREST IN YOUR CONTRIBUTIONS**

Your Vested Interest in the Value of your contributions to the Plan is always 100%.

## **EMPLOYER CONTRIBUTIONS**

In addition to your contributions, your Employer may make Employer Contributions to your Account. You are not taxed on any Employer Contributions made to your Account until distribution is made to you.

## **MATCHING CONTRIBUTIONS**

### ***Safe Harbor Matching Contributions***

Once you have met the requirements to participate in the Plan with respect to Safe Harbor Matching Contributions, as described in **ELIGIBILITY TO PARTICIPATE** above, you will receive Safe Harbor Matching Contributions for a payroll period if you are a Covered Employee at any time during that payroll period.

If you are eligible, each payroll period in which you have made 401(k) Contributions, your Employer will make a Safe Harbor Matching Contribution to your Account based on your contributions for that payroll period.

The Safe Harbor Matching Contribution will equal 100% of the first 4% of your Compensation that you contribute.

Your Employer will provide notice each year of its obligation to make Safe Harbor Matching Contributions to your Account and of the other benefits provided under the Plan. If your Employer makes Safe Harbor Matching Contributions to the Accounts of all eligible employees and also provides the notice described above, it does not have to apply certain discrimination rules that could limit the 401(k) Contributions made by Highly Compensated Employees.

### ***True-Up Safe Harbor Matching Contributions***

If the sum of the Safe Harbor Matching Contributions made to your Account each Plan Year is less than the maximum amount that could have been made based on your 401(k) Contributions for the full Plan Year, your Employer will "true up" the Safe Harbor Matching Contribution to your Account so that your total Safe Harbor Matching Contributions for the full Plan Year equal the maximum described above.

### ***Prior Matching Contributions***

Your Account may include Prior Matching Contributions that were made either (1) to the Plan under provisions that are no longer in effect or (2) to another plan that merged into the Plan or otherwise transferred your Prior Matching Contributions to the Plan.

## **NONELECTIVE CONTRIBUTIONS**

### ***Discretionary Nonelective Contributions***

Once you have met the requirements to participate in the Plan with respect to Discretionary Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE** above, you will be eligible to receive Discretionary Nonelective Contributions for the contribution period specified in the Addendum only if you are employed as a Covered Employee on the last day of the contribution period.

The last day allocation requirement described above, does not apply to you if you are absent because:

- you retire on or after your Normal or Early Retirement Date.
- you die.
- you become Disabled.

The Employer makes Discretionary Nonelective Contributions at different rates for different employee groups. The provisions describing the Discretionary Nonelective Contribution formula for each employee group are found in an Addendum to this summary.

### ***Qualified Nonelective Contributions***

Once you have met the requirements to participate in the Plan with respect to Qualified Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE** above, you may receive Qualified Nonelective Contributions for a Plan Year if you are a Covered Employee at any time during that Plan Year.

If you are eligible, each Plan Year your Employer, in its discretion, may make a Qualified Nonelective Contribution to your Account equal to any of the following: (1) a dollar amount; (2) a percentage of your "test

compensation" (compensation used in applying federal nondiscrimination tests); or (3) a percentage of your Compensation for the Plan Year.

### ***Prior Nonelective Contributions***

Your Account may include Prior Nonelective Contributions that were made either (1) to the Plan under provisions that are no longer in effect or (2) to another plan that merged into the Plan or otherwise transferred your Prior Nonelective Contributions to the Plan.

## **VESTED INTEREST IN EMPLOYER CONTRIBUTIONS**

### ***Vesting Schedule***

Your Vested Interest in the Employer Contributions in your Account is always 100%.

## **VESTING SERVICE**

### ***Crediting of Vesting Service***

You are credited with Vesting Service from your hire (or rehire) date until your Severance Date. If your employment terminates but you are rehired before you have been absent from work for 12 months, you are credited with Vesting Service for the period that you were absent from work.

You are credited with Vesting Service for employment with the Employer, any Related Company, and a Predecessor Employer.

If you are absent from employment with an Employer (or a Related Company) because of military service, and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be credited with Vesting Service for the period you were absent as if you returned to work immediately before your death.

### ***Excluded Vesting Service***

The following Vesting Service that would otherwise be credited to you under the rules above is excluded in determining your Vested Interest in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account:

- Vesting Service completed after your reemployment date is not taken into account in determining your Vested Interest in your Account earned before your Severance Date if the period between your Severance Date and reemployment date is 5 or more years. For this purpose, if you are on a maternity/paternity absence of at least 1 year, your Severance Date will be the second anniversary of the date your maternity/paternity absence started.

## **PLAN INVESTMENTS**

### **WHERE PLAN CONTRIBUTIONS ARE INVESTED**

You direct how the contributions made to your Account are invested. You may direct that contributions be invested in any of the funds made available to you under the Plan. The Investment Fiduciary will provide you with a description of the different investment funds available. New investment funds may be added and existing funds changed. The Investment Fiduciary will update the description of the available funds to reflect any changes.

### **404(c) PROTECTION**

Because you direct how contributions to your Account are invested, the Employer, the Investment Fiduciary, and the Trustee, who might otherwise be responsible under federal rules for directing investments, are relieved of this responsibility with respect to those contributions. Therefore, they are no longer liable under the law for any losses to your Account that are the direct and necessary result of your investment directions. They are still responsible, however, for providing you with diverse investment opportunities and sufficient opportunity to direct the investment of your Account.

## **MAKING INVESTMENT ELECTIONS**

### ***Investment Elections***

When you become eligible to participate in the Plan, you must notify the Service Provider of your investment election by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945. Your investment election must specify the percentage of contributions to your Account that will be invested among the available investment funds.

### ***Failure to Direct Investments***

If you do not direct how contributions to your Account should be invested, the contributions will be invested in the following investment fund: Vanguard Target Retirement Fund which is available under the Plan at the time of the Participant's enrollment with the target date closest to the year in which Participant turns 65.

### ***Change of Investment Elections***

You may change how contributions to your Account are invested by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945. If your election is received in time, it will be initiated on the same business day it is received. Otherwise, it will be initiated on the following business day.

### ***Transfers Between Funds***

You may transfer any amount held in your Account from one investment fund to another investment fund. You must specify the amount that is to be transferred.

A transfer may be made by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945. If your election is received in time, it will be initiated on the same business day it is received. Otherwise, it will be initiated on the following business day.

### ***Restrictions on Transfers***

In order to prevent excessive or abusive trading or "market timing", the Administrator or Service Provider may prescribe rules that limit the number of transfers that you can make during a specified period or that otherwise prevent this abuse. For more information, you should contact the Administrator.

## **VALUING YOUR ACCOUNT**

The Value of your Account is periodically adjusted to show any earnings or losses on your investments, any distributions that you have received, and any contributions that have been made to your Account since the preceding adjustment date. Legal rules require this adjustment to be made at least annually. This Plan adjusts the Value of your Account every day the stock market is open.

The Value of your Account may increase or decrease at any time due to investment earnings or losses. You are only entitled to receive from the Plan the Value of your Vested Interest in your Account on the date distribution is made to you. That Value will be determined on the adjustment date immediately preceding the date of distribution and may be larger or smaller than the Value determined on any other adjustment date. The Plan fiduciaries and functionaries handling Plan assets (including the Sponsor, the Employer, the Investment Fiduciary, the Administrator, and the Trustee) do **not** guarantee your Account from investment losses.

## **LOANS FROM YOUR ACCOUNT**

The Plan provides for loans to participants from their vested Accounts. Loans from the Plan are governed by a separate loan policy adopted by the Administrator. The Administrator can provide you with a copy of the policy governing Plan loans.

### **APPLICATION FOR LOAN**

To apply for a loan, you must contact the Service Provider by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945. You may only apply for a loan from your Account if you are a "party in interest" (generally,



any employee of the Employer or a Related Company or certain individuals who have an ownership interest in the Employer or a Related Company).

#### **FEDERAL TAX RULES GOVERNING PLAN LOANS**

For the Plan to retain its tax-qualified status (that allows your retirement savings to accumulate on a tax-deferred basis), any Plan loan must meet the following minimum requirements:

- **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money. (If you are absent because of military leave, federal law limits the interest rate that can apply to your loan.)
- **Loan amount:** cannot exceed specified limits when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by your Employer or a Related Company.
- **Loan term:** cannot exceed 5 years, unless it is used to purchase your principal residence.
- **Repayment schedule:** must be substantially equal installments made not less frequently than quarterly. Some exceptions are made for unpaid leaves.

The loan guidelines provided by the Administrator may have more stringent requirements than the federally required minimum. In that case, any Plan loan must meet the more stringent requirements set forth in the loan guidelines.

#### **COLLATERAL FOR LOAN**

If you receive a Plan loan, a portion of your Vested Interest in your Account will be used as collateral for the loan. You may not receive a loan in excess of 50% of your Vested Interest. If a Plan loan is still outstanding at the time distribution of your Account is to be made, the amount distributed will be reduced by the portion of your Account being held as collateral for the loan, but only to the extent necessary to repay the loan.

#### **DEFAULT ON LOAN**

You will not receive a Plan loan unless you agree that your Account may be charged for unpaid principal and interest if you default on the loan. A Plan loan will be declared to be in default if either (1) you fail to make required payments within the period required under the written loan policy to prevent default (which cannot be later than the end of the calendar quarter following the calendar quarter in which the payment was due) or (2) there is an outstanding principal balance after the last scheduled repayment date.

#### **SPECIAL LOAN RULES**

- **Repayment:** if you are employed by the Employer, repayment will be made by payroll withholding or by other means permitted under the loan policy.
- **Minimum loan amount:** \$1,000.
- **Limit on outstanding loans:** only 1 outstanding Plan loan is permitted at any time.
- **Prepayment of full outstanding balance:** permitted without penalty.
- **Due on termination:** outstanding balance immediately due and payable on termination of employment.
- **Rollover of loans:** you may not roll over any loan note.
- **Principal residence loans:** may not exceed 10 years.
- **Other:** Annual loan maintenance fee: \$25.00.

#### **IN-SERVICE WITHDRAWALS**

Under certain circumstances, you may make a cash withdrawal from your Account while you are still employed by your Employer. To make a withdrawal, you must contact the Service Provider by logging in to [rps.troweprice.com](https://rps.troweprice.com) or by calling them at 1-800-922-9945.

#### **WITHDRAWALS OF YOUR CONTRIBUTIONS**

If you meet the applicable requirements indicated below, if any, you may withdraw all or part of the Value of the following contributions you made (or were made on your behalf) to your Account:

- **Rollover Contributions** at any time.
- **Designated Roth Rollover Contributions** at any time.
- **In-Plan Roth Rollover Contributions** at any time..
- **Pre-Tax 401(k) Contributions** at age 59 1/2.
- **Roth 401(k) Contributions** at age 59 1/2.

Your withdrawal will be effective as soon as administratively practicable after your election is received.

#### **WITHDRAWALS OF EMPLOYER CONTRIBUTIONS**

If you meet the applicable requirements indicated below, you may withdraw all or part of the Value of your Vested Interest in the following Employer Contributions held in your Account:

- **Qualified Nonelective Contributions** at age 59 1/2.
- **Safe Harbor Matching Contributions** at age 59 1/2.
- **Discretionary Nonelective Contributions**, provided you have reached age 59 1/2.
- **Prior Nonelective Contributions**, provided you have reached age 59 1/2.
- **Prior Matching Contributions**, provided you have reached age 59 1/2.

Your withdrawal will be effective as soon as administratively practicable after your election is received.

## **WITHDRAWALS WHILE ABSENT ON MILITARY DUTY**

If you are absent from employment with your Employer or a Related Company to perform military service, you may be entitled to withdraw amounts from your Account.

### ***Deemed Severance of Employment Withdrawals***

If you are absent from employment for more than 30 days because of service with the uniformed services (as described in United States Code, Title 38, Chapter 43), federal law permits the Plan to treat you as if you had terminated employment, **but solely** to allow you to withdraw amounts from your Account that are not otherwise available for withdrawal. (This summary does not address the effect of military leave on your other employer-provided benefits.) If you are deemed to have terminated employment for this purpose, you may withdraw all or part of the Value of the following contributions:

- ***Pre-Tax 401(k) Contributions.***
- ***Roth 401(k) Contributions.***
- ***Qualified Nonelective Contributions.***
- ***Safe Harbor Matching Contributions.***

Your withdrawal will be effective as soon as administratively practicable after your election is received.

If you take a withdrawal because of your deemed severance of employment, you will not be permitted to make 401(k) Contributions to the Plan (or any other plan maintained by the Employer or a Related Company) for 6 months from the date of the withdrawal. This suspension requirement will **not** apply if your withdrawal qualifies as a qualified reservist distribution, as described below.

### ***Qualified Reservist Distributions***

If you are a reservist or national guardsman and are called to active duty either (1) for an indefinite period or (2) for a period longer than 179 days, any withdrawal you make because of your deemed severance of employment, as described above, will qualify as a "qualified reservist distribution." You may also elect to make a separate withdrawal of all or a portion of the Value of the following contributions as a "qualified reservist distribution":

- ***Pre-Tax 401(k) Contributions.***
- ***Roth 401(k) Contributions.***

A qualified reservist distribution must be made during the period beginning on the date you are ordered or called to active duty and ending on the date your period of active duty ends. Your distribution is not subject to the 10% penalty tax on early distributions described in **DISTRIBUTION OF YOUR ACCOUNT: SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS**. In addition, federal law permits you to repay the amount of a qualified reservist distribution to an IRA within 2 years after you cease active duty. This permits you to build back your retirement funds. Finally, if your withdrawal is a qualified reservist distribution, you will not be subject to the 6 months suspension on making 401(k) Contributions to the Plan that applies to withdrawals because of a deemed severance from employment, as described in ***Deemed Severance from Employment Withdrawals*** above.

Your qualified reservist distribution will be effective as soon as administratively practicable after your election is received.

## **HARDSHIP WITHDRAWALS**

If you incur an immediate and heavy financial need, you may withdraw all or part of the Value of the following contributions held in your Account:

- ***Pre-Tax 401(k) Contributions (excluding investment earnings).***
- ***Roth 401(k) Contributions (excluding investment earnings).***
- ***In-Plan Roth Rollover Contributions originating from Pre-Tax 401(k) Contributions.***

You may only make a hardship withdrawal if the Administrator determines that the withdrawal is necessary to meet your financial need. Generally, the amount of your hardship withdrawal cannot exceed the amount of your financial need, except it may include amounts necessary to pay any federal, state, or local income taxes or penalties reasonably expected to result from the withdrawal.

Your hardship withdrawal will be effective as soon as administratively practicable after your election is received.

### ***Financial Needs For Which Hardship Withdrawals Are Available***

The financial needs for which you can get a hardship withdrawal are:

- medical expenses of you, your Spouse, or your dependents for the diagnosis, cure, mitigation, treatment, or prevention of disease.
- purchase of your principal residence (excluding mortgage payments).
- tuition payments, related educational fees, and room and board expenses for post-secondary education for you, your Spouse, or your dependents.
- prevention of your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- funeral or burial expenses for your deceased parent, Spouse, child, or dependent.
- expenses for the repair of damages to your principal residence that would qualify for a casualty loss deduction (determined without regard to whether the loss exceeds 10% of your adjusted gross income).

Generally, for purposes of a hardship withdrawal, your dependent is as defined for purposes of receiving an income tax deduction.

### ***Demonstrating Need for Hardship Withdrawal***

The Administrator will approve your hardship withdrawal if all of the following requirements are met:

- the withdrawal amount does not exceed the amount you need to meet your financial need.
- you have obtained all other distributions and all non-taxable loans available to you from any plan maintained by your Employer or any Related Company.
- you suspend your 401(k) Contributions (including both Pre-Tax and Roth 401(k) Contributions) to the Plan (and any other plan maintained by the Employer or any Related Company) for at least 6 months after receipt of the withdrawal.

### ***Limitations on Hardship Withdrawals***

You may not make more than 2 hardship withdrawals during the calendar year.

The minimum hardship withdrawal you may take is \$500.

## **DISTRIBUTION OF YOUR ACCOUNT**

### **DISTRIBUTION TO YOU**

If your employment with the Employer (and all Related Companies) terminates, you may receive distribution of your Account. Distribution may be made as soon as reasonably practicable following the date your employment terminates.

You may postpone distribution until April 1 of the calendar year following the calendar year in which you reach age 70 1/2.

Instead of receiving distribution of your full Vested Interest, you may elect to receive a scheduled periodic withdrawal or you may elect to receive a partial distribution of only a portion of your Account following termination and postpone distribution of the remaining balance.

If your employment has not terminated, the Administrator may permit you to transfer your entire Account from the Plan to another plan maintained by the Employer or a Related Company if you meet the following requirements:

- you transfer from employment as a Covered Employee to other employment with the Employer or a Related Company that is not covered by the Plan.
- the other employment is covered by another profit-sharing plan that includes a cash or deferred arrangement qualified under Code Section 401(k).
- you make a voluntary, fully-informed election to transfer your entire Account to the other plan.

#### ***Request for Distribution***

Unless your Account is cashed out as described below, distribution of your Account will not be made before April 1 of the calendar year following the calendar year in which you reach age 70 1/2 or retire, whichever is later, unless you request an earlier distribution. To request a distribution, you must contact the Service Provider by logging in to [rps.troweprice.com](https://rps.troweprice.com) or by calling them at 1-800-922-9945.

#### ***Effect of Reemployment***

If you are reemployed by the Employer (or a Related Company) before distribution of your full Vested Interest in your Account has been made, distribution of your Account will be suspended until your reemployment terminates.

#### ***Required Distribution***

Federal tax law requires distribution of your Account to begin no later than April 1 of the calendar year following the year in which you reach age 70 1/2 or retire, whichever is later. Special rules apply if you are a 5% owner of the Employer (see the Administrator for details).

### **SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS**

If you terminate employment before reaching age 55 and elect to receive distribution of your Account before reaching age 59 1/2, you may be subject to a 10% penalty tax on your distribution. The penalty tax does not apply to amounts that are rolled over to another eligible retirement program. You should consult your own tax advisor to determine whether this tax applies to you.

If you receive distribution of your Roth 401(k) Contributions, Designated Roth Rollover Contributions or In-Plan Roth Rollover Contributions fewer than 5 years after you first made Roth 401(k) Contributions to the Plan, first converted funds through an In-Plan Roth Rollover Contribution or if you made a Designated Roth Rollover Contribution, the date you first made Roth contributions to the other plan, whichever is earliest, the earnings on your Roth 401(k) Contributions, Designated Roth Rollover Contributions or In-Plan Roth Rollover Contributions will be taxable. (The 5-year period is counted from January 1 of the year in which you made the contribution.) In addition, if distribution of your Roth 401(k) Contributions, Designated Roth Rollover Contributions or In-Plan Roth Rollover Contributions is made to you before you reach age 59 1/2 or become disabled, the earnings on your Roth 401(k) Contributions, Designated Roth Rollover Contributions or In-Plan Roth Rollover Contributions will be taxable. For this purpose, you are considered disabled if you are unable to engage in **any** substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in your death or to be of long-continued and indefinite duration.

### **DISTRIBUTION TO YOUR BENEFICIARY**

If you die before distribution of the full Value of your Account has been made to you, distribution of your Account will be made to your Beneficiary as soon as reasonably practicable following the date your Beneficiary requests distribution. To request distribution, your Beneficiary must contact the Service Provider by logging in to [rps.troweprice.com](https://rps.troweprice.com) or by calling them at 1-800-922-9945. Your Beneficiary may elect to receive a partial distribution of only a portion of the benefit to which your Beneficiary is entitled and postpone distribution of the remainder.

Unless distribution of your Account is to be made to your Beneficiary in a series of installment payments, federal tax law requires distribution to your Beneficiary to be made in full no later than the end of the fifth calendar year beginning after your death or, if your Beneficiary is your Spouse, the end of the calendar year in which you would have reached age 70 1/2, if later.

If distribution of your Account is to be made to your Beneficiary in a series of installment payments, federal tax law requires distribution to your Beneficiary to begin:

- if your Beneficiary is your Spouse, no later than the end of the first calendar year beginning after your death or the end of the calendar year in which you would have reached age 70 1/2, whichever is later; or
- if your Beneficiary is someone other than your Spouse, no later than the end of the first calendar year beginning after your death.

Your Spouse may only delay distribution under the federal tax law requirements described above if your Spouse is your sole Beneficiary. Generally, your Spouse is your sole Beneficiary only if (1) your Spouse is entitled to your full Account or a segregated portion of your Account and (2) no other Beneficiary is entitled to any portion of your Spouse's interest unless your Spouse dies before receiving full distribution of that interest.

#### **CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION**

If the Value of your Vested Interest in your Account is \$5,000 or less, your Account will be "cashed out" by distributing your Vested Interest in your Account in a single-sum payment or by direct rollover to an IRA or other eligible retirement plan as soon as reasonably practicable following the date your employment terminates. Your Account will be cashed out even if you do not consent to the distribution.

If the Value of your Vested Interest in your Account is more than \$5,000, distribution of your Account cannot be made before your Normal Retirement Date without your written consent.

#### **AUTOMATIC ROLLOVERS**

If the Value of your Vested Interest in your Account is \$5,000 or less, the Administrator will notify you of the cashout rules and give you the opportunity to elect whether to (1) receive payment yourself or (2) have the payment rolled over directly to the IRA or other eligible plan that you select. If you do not make an election within the period prescribed by the Administrator, tax rules require that your Vested Interest in your Account be rolled over directly to an IRA maintained by a provider selected by your Employer (an "automatic rollover IRA").

The automatic rollover rules only apply to you if the Value of your Vested Interest in your Account is more than \$1,000. If the Value of your Vested Interest is \$1,000 or less, and you do not make an election, payment will be made directly to you.

You are the beneficial owner of any automatic rollover IRA established for you. The automatic rollover IRA must initially be invested in products that are designed to preserve principal (the amount of the initial investment) and provide a reasonable rate of return, consistent with retaining liquidity (so that you can change investments readily). Examples of this kind of investment product are money market funds and certificates of deposit. As the IRA owner, you will be able to change your future investments.

All fees and expenses of maintaining the automatic rollover IRA will be paid directly from your IRA. For more information regarding automatic rollover IRAs, contact the Administrator at the telephone number and address shown at the beginning of this booklet.

### **FORM OF PAYMENT**

#### **FORM OF PAYMENT TO YOU**

- **Single-sum payment:** Distribution of your Account will be made in one payment.
- **Installment payments:** Distribution of your Account will be made in a series of installment payments over the period you specify. Under federal law, however, the maximum period over which installment payments may be paid cannot exceed your life expectancy or the joint life expectancies of you and your Beneficiary. Installment payments will be made in reasonably equal amounts, except as necessary to

reflect increases or decreases in the Value of your Account. You may accelerate the rate at which installments are paid.

- **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA (including a Roth IRA) or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a 20% mandatory federal income tax withholding applies to the distribution. All or any portion of a distribution from your Account is eligible for rollover except:
  - any minimum distribution that is required under federal tax law.
  - any distribution that is one of a series of installment payments made over your life, the life of you and your Beneficiary, or for a specified period of 10 or more years.
  - any hardship withdrawal.

The Administrator may restrict direct rollovers if the total value of your distribution is less than \$200 or you only want to roll over part of your distribution and the part you want to roll over is less than \$500.

#### **FORM OF PAYMENT TO YOUR BENEFICIARY**

If you die before distribution of your Account is made, your Beneficiary may elect among the same forms of payment that are available to you.

If your Beneficiary receives distribution in a single-sum payment or in installments over a period of less than 10 years, your Beneficiary may also elect a direct rollover, as described above. If your Beneficiary is your Spouse or a former Spouse, he or she may roll over the distribution to an IRA (including a Roth IRA) or to any other eligible plan. Your non-Spouse Beneficiary may only roll over the distribution to an IRA (including a Roth IRA) that is treated as an inherited IRA for required distribution purposes.

#### **YOUR BENEFICIARY UNDER THE PLAN**

##### ***Beneficiary if You Have No Spouse***

You may designate a Beneficiary to receive distribution of your Account if you die. Unless your marital status changes, your Beneficiary will not change until you designate a different Beneficiary. To designate a Beneficiary or change a prior designation, you must contact the Service Provider by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945.

##### ***Beneficiary if You Have a Spouse***

If you have a Spouse, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary with your Spouse's consent. To designate a non-Spouse Beneficiary or change a prior designation, you must contact the Service Provider by logging in to [rps.troweprice.com](http://rps.troweprice.com) or by calling them at 1-800-922-9945.

##### ***Effect of Marriage on Prior Beneficiary Designation***

If you designate a non-Spouse Beneficiary and then get married, your prior Beneficiary designation will be ineffective.

##### ***Effect of Divorce on Prior Beneficiary Designation***

If your Spouse is your Beneficiary under the Plan and you get divorced, your Spouse will cease to be your Beneficiary on the date of the final divorce or similar decree or order, unless either (i) you re-designate your former Spouse as your Beneficiary or (ii) your former Spouse is designated as your Beneficiary under a qualified domestic relations order. If your Spouse is designated as your Beneficiary under a qualified domestic relations order, he or she will be treated as your Beneficiary only to the extent required under the order.

##### ***Beneficiary Where There is No Designated Beneficiary***

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse, your estate.

## **SPOUSAL CONSENT**

If you make an election that requires your Spouse's consent, your Spouse's consent must acknowledge the effect of providing the consent and must be witnessed by a Plan representative or a notary public. Your Spouse's written consent will not be required if you make a good faith attempt to find your Spouse and your Spouse cannot be located, you have a court order stating that you are legally separated from your Spouse, or you have a court order stating that your Spouse has abandoned you.

## **ERISA CLAIMS PROCEDURES**

The procedures in this section of the booklet apply if you file (or your Beneficiary files) a claim for benefits with the Administrator.

### **INITIAL RESPONSE TO CLAIM**

Unless additional time is required, the Administrator (or other fiduciary responsible for reviewing claims) will notify you in writing regarding your claim within 90 days of the date your claim was received. If special circumstances require an extension of the 90-day review period, you will be notified. In no event will the initial period for reviewing your claim exceed 180 days.

### **CLAIM DENIAL**

If your claim is denied, the Administrator's notice will include all of the following:

- the specific reason(s) for the denial;
- identification of the Plan provisions that support the denial;
- any additional information needed to complete your application and an explanation of why it is needed; and
- information on how to have your claim reviewed.

### **REVIEW OF ADMINISTRATOR'S DECISION**

If you disagree with a decision made by the Administrator regarding a claim under the Plan, you have the right to ask the Administrator for a review of its decision. You should contact the Administrator at its business address or at its business phone number within 60 days of the date on which you receive notice of denial of the claim. A request for review must contain all of the following information:

- the date you received notice of denial of your claim and the date your request for review is filed;
- the specific part of the claim you want reviewed;
- a statement describing why you think the decision should be reversed; and
- any written material that you think is pertinent to your claim and that you want the Administrator to examine.

Unless additional time is required, the Administrator (or other fiduciary responsible for reviewing claims) will review the denial of your claim and notify you in writing of its final decision, within 60 days of the filing of your request. If additional review time is needed, you will be notified. In no event will the review period exceed 120 days.

If your claim is denied on review, the notice will include all of the following:

- the specific reason(s) for the denial;
- identification of the Plan provisions that support the denial;
- a statement that you are entitled to receive reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;
- information on any voluntary appeal procedures; and
- a statement of your right to bring a civil action under ERISA.



## **BRINGING A CIVIL ACTION UNDER ERISA**

If your claim is denied and you want to bring a civil claim under ERISA, you must file your claim within 12 months of the date you receive a final adverse determination of your claim on review. If you do not pursue or exhaust the claims review procedures under the Plan, the 12-month period runs from the date you would allegedly have become entitled to the benefit you are claiming.

You cannot bring a civil claim under ERISA unless you have first exhausted your remedies under the Plan. This means that before filing you must have (1) submitted a timely claim for benefits under the Plan, (2) received notice that your claim was denied, (3) filed a written request for review of your claim, as described in **REVIEW OF ADMINISTRATOR'S DECISION** above, and (4) received an adverse benefit determination on review.

## **AMENDMENT AND TERMINATION OF THE PLAN**

### **PLAN AMENDMENT**

The Sponsor reserves the right to amend the Plan, either prospectively or retroactively.

### **PLAN TERMINATION**

The Sponsor reserves the right to terminate the Plan at any time. Under federal law, if all contributions under the Plan cease, the Plan will be deemed to have terminated. In addition, an Employer may withdraw from the Plan at any time. If an Employer withdraws from the Plan, the Employer will determine whether the withdrawal should be treated as a termination of the Plan with respect to its employees.

If the Plan is terminated, distribution of your Account will be made as permitted under federal law.

## **MISCELLANEOUS INFORMATION**

### **PLAN BOOKLET DOES NOT CREATE EMPLOYMENT CONTRACT**

The only purpose of this booklet is to provide you with information about the benefits available under the Plan. The booklet is not intended to create an employment contract between you and your Employer. Nothing in this booklet should be construed as a limitation on your right or your Employer's right to terminate your employment at any time, with or without cause.

### **NO GUARANTEES REGARDING INVESTMENT PERFORMANCE**

The Plan fiduciaries and functionaries handling Plan assets (including the Sponsor, the Employer, the Investment Fiduciary, the Administrator, and the Trustee) do not guarantee any particular investment gain or appreciation on your Account nor guarantees your Account against investment losses or depreciation.

### **PAYMENT OF ADMINISTRATIVE EXPENSES**

Generally, the expenses of administering the Plan are paid from Plan assets, unless your Employer elects to make the payment. If administrative expenses are paid from Plan assets, they will be shared among all participants' Accounts.

### **QUALIFIED DOMESTIC RELATIONS ORDERS**

Generally, federal law prohibits payment of your Account to someone other than you, unless you have died. An exception to this rule is made for qualified domestic relations orders. A qualified domestic relations order may require that a portion of your Account be paid to someone other than you or your Beneficiary.

"Qualified domestic relations orders" are court judgments, decrees, etc. that pertain to child support, alimony, or marital property and that meet specific legal requirements. The Administrator has procedures for determining whether a court judgment or decree meets the specific legal requirements to be a qualified domestic relations order. You or your Beneficiary may obtain, without charge, a copy of these procedures from the Service Provider.

## **MILITARY LEAVE**

If you return to employment following a military leave, you may be entitled to benefits under the Plan for the period that you were absent from employment. You should consult the Administrator for information regarding Plan benefits during military leave.

If you die while absent from employment with the Employer or a Related Company because of "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be treated for purposes of the Plan as if you died while employed by the Employer (or Related Company). However, no additional contributions will be made to your Account.

## **RETURN OF CONTRIBUTIONS TO YOUR EMPLOYER**

If your Employer makes a contribution to your Account by mistake or if your Employer cannot deduct a contribution made to the Plan on its tax return that contribution will be returned to your Employer in accordance with federal law.

## **TOP-HEAVY PROVISIONS**

Federal law requires that the Plan contain certain provisions that become effective only if the Plan becomes top-heavy. The Plan will become "top-heavy" if the aggregate Value of Accounts for certain officers and shareholders is 60% or more of the Value of all assets held under the Plan. If the Plan becomes top-heavy, specific minimum vesting and minimum benefits provisions become effective. If the Plan becomes top-heavy, the Service Provider will notify you and give you additional details regarding these provisions.

## **LIMITATIONS ON CONTRIBUTIONS**

As described above in **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**, federal law limits the dollar amount of 401(k) Contributions that you can make each calendar year. For 2018, the maximum contribution amount is \$18,500.

Total contributions to the Plan are subject to annual limitations under federal law. Your Employer is required to restrict total contributions to the Plan so they do not exceed the annual limitation.

If you will be age 50 or older by the end of the year, you may make Catch-Up 401(k) Contributions that exceed any of the above limits. The total amount of your Catch-Up 401(k) Contributions cannot exceed the Catch-Up Limit for the year.

## **MORE THINGS YOU SHOULD KNOW**

Contributions you make to the Plan and contributions your Employer makes for you are held for the exclusive benefit of you and your Beneficiaries.

Because the Plan assets are held in individual Accounts and are never less than the total benefits payable to participants, no insurance of benefits by the Pension Benefit Guaranty Corporation under Title IV of ERISA is necessary or available. The Plan is subject, however, to the applicable provisions of Title I of ERISA (protection of employee benefit rights) and Title II of ERISA (amendments to the Internal Revenue Code relating to retirement plans).

## **YOUR RIGHTS UNDER THE PLAN**

The Plan is covered by ERISA, which was designed to protect employees' rights under benefit plans. As a participant in the Plan, you should know as much as possible about your Plan benefits.

### **RIGHT TO INFORMATION**

You are entitled to:

- Examine, without charge, at the Administrator's office during normal business hours and at other specified locations, such as worksites and union halls, copies of all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual

report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary at no charge.
- Receive a quarterly statement of your benefits under the Plan, and, if you are not fully vested, the earliest date on which you will have a nonforfeitable right to such benefits. The statement must include a description of any limitations or restrictions on your ability to direct investment of your Account.
- Obtain information as to whether a particular employer has adopted the Plan and, if so, the employer's address, upon written request addressed to the Administrator.
- Receive a written explanation with respect to any denied benefit claim regarding the reasons for such denial and the steps that must be taken in order to have such denial reviewed.

### **PRUDENT ACTIONS BY FIDUCIARIES**

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

### **ENFORCING YOUR RIGHTS**

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

Under ERISA, there are steps you can take to enforce your rights under the Plan. For example, if you request a copy of Plan documents or the latest annual report for the Plan and you do not receive them within 30 days, you have the right to file suit in federal court. In such a case, a court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not provided for reasons outside the Administrator's control. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, you cannot bring an action at law or in equity unless you have exercised your appeal rights (see **ERISA CLAIMS PROCEDURES** above) and your benefits requested in the appeal have been denied in whole or in part. 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 you believe a Plan fiduciary has misused Plan funds, 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.

After deciding your case, 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 to be frivolous.

### **ASSISTANCE WITH YOUR QUESTIONS**

If you have any questions, you should contact the Administrator at the address indicated in **PLAN IDENTIFICATION INFORMATION** at the front of this booklet. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you may 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.

## GLOSSARY

<b>Account</b>	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
<b>Administrator</b>	The fiduciary responsible for the administration of the Plan.
<b>Beneficiary</b>	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
<b>Catch-Up 401(k) Contribution</b>	Any 401(k) Contribution that you make to the Plan for any year (beginning with the year you reach age 50) that exceeds an applicable limit by no more than the Catch-Up Limit in effect for the year.
<b>Catch-Up Limit</b>	The maximum amount by which your Catch-Up 401(k) Contributions for a particular year may exceed the limitations applicable to 401(k) Contributions for the year. The Catch-Up Limit for 2018 is \$6,000. The IRS may adjust this limit for future years.
<b>Compensation</b>	<p>The compensation from your Employer that is taken into account in determining the amount of contributions that you or your Employer can make to your Account.</p> <p>Your Compensation for any period means the wages as defined in Code Section 3401(a), paid to you for such period for services as a Covered Employee that would be used for purposes of income tax withholding at the source, determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed.</p> <p>Compensation includes the following:</p> <ul style="list-style-type: none"><li>• 401(k) Contributions you make to the Plan, transportation fringe benefits you receive from your Employer that are excluded from your taxable gross income, amounts that you contribute on a pre-tax basis to a cafeteria plan (or that the Employer contributes on your behalf unless you elect to receive cash instead), and amounts you contribute as salary reduction contributions to a 403(b) account, or other plan.</li><li>• differential pay you receive from the Employer for periods that you are absent because of military service.</li><li>• pay you receive after your termination of employment for your services before termination, including your regular pay and, if otherwise included in Compensation, overtime, differential pay, etc., provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.</li></ul> <p>Notwithstanding the foregoing, Compensation does not include the following:</p>

- reimbursements and other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits.

Legal rules limit the Compensation that may be included under the Plan each year. For 2018, the maximum amount is \$275,000. (The IRS may adjust this limit for future years.)

***Covered Employee***

You are employed by the Employer in a job category and at a location that is covered by the Plan. Only employees who are Covered Employees may make and receive contributions under the Plan.

***Designated Roth Rollover Contributions***

A Rollover Contribution that consists of designated Roth contributions you made to another plan or annuity contract and/or earnings on those contributions.

***Disabled***

You have a mental or physical condition that is likely to result in death or is expected to be of long-continued or indefinite duration and that prevents you from continuing in employment with your Employer. You are Disabled only if:

- you are eligible for Social Security disability payments.

***Early Retirement Date***

The later of the date you attain age 55 or the date you complete 10 year(s) of Vesting Service.

***Employer***

A company that participates in the Plan. Employers that have adopted the Plan include the Sponsor and the following: Kamilche Company, California Redwood Company, and Green Diamond Management Company. The companies that participate in the Plan are referred to collectively in this booklet as "the Employer."

***Employer Contribution***

Any contribution that your Employer makes to your Account.

***ERISA***

The Employee Retirement Income Security Act of 1974.

***401(k) Contribution***

Any contributions you make to the Plan as provided in your salary reduction election or under the automatic contribution provisions described in this booklet.

***Highly Compensated Employee***

An employee who is treated as highly compensated for purposes of the federal tax law governing retirement plans. Generally, you may be a Highly Compensated Employee if you are a 5% owner in the current or preceding year or you were paid more than the applicable limit set by the federal government during the preceding year. For 2017 (the look back year used to determine who is a Highly Compensated Employee for 2018), this limit is \$120,000. If you are concerned that you may be a Highly Compensated Employee, you should consult the Administrator.

***In-Plan Roth Rollover Contribution***

Any amount that is distributable from your Account and that you elect to convert to a Roth 401(k) Contribution as described in detail in **YOUR CONTRIBUTIONS: IN-PLAN ROTH ROLLOVER CONTRIBUTIONS.**

<b><i>Investment Fiduciary</i></b>	The fiduciary responsible for determining the investment options available under the Plan.
<b><i>Matching Contribution</i></b>	Any Employer Contribution your Employer makes to your Account because of your 401(k) Contributions to the Plan, as described in detail in <b>EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS</b> .
<b><i>Nonelective Contribution</i></b>	Any Employer Contribution made to the Plan by your Employer that is not contingent on your contributions, as described in detail in <b>EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS</b> .
<b><i>Normal Retirement Age</i></b>	The date you are entitled to retire with full benefits. Your Normal Retirement Age is the date you reach age 65.
<b><i>Normal Retirement Date</i></b>	The date distribution may be made due to your attainment of Normal Retirement Age. Your Normal Retirement Date is the date you reach Normal Retirement Age.
<b><i>Plan</i></b>	The Green Diamond Savings Plan.
<b><i>Plan Year</i></b>	The period on which the Plan's records are kept. The Plan Year is the 12-month period beginning each January 1st.
<b><i>Pre-Tax 401(k) Contribution</i></b>	Any 401(k) Contribution made to the Plan on a before-tax basis.
<b><i>Prior Matching Contribution</i></b>	Any contribution your employer made on your behalf because of your contributions either (1) to the Plan under provisions that are no longer in effect or (2) to another plan and then transferred directly to the Plan.
<b><i>Prior Nonelective Contribution</i></b>	Any contribution your employer made on your behalf, without regard to your own contributions, either (1) to the Plan under provisions that are no longer in effect or (2) to another plan and then transferred directly to the Plan.
<b><i>Qualified Nonelective Contributions</i></b>	Any Employer Contribution that can be used to satisfy federal limitations on 401(k) and Matching Contributions of Highly Compensated Employees, as described in detail in <b>EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS</b> .
<b><i>Related Company</i></b>	Any company or business that is considered to be related to an Employer under federal tax law.
<b><i>Rollover Contribution</i></b>	Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.
<b><i>Roth 401(k) Contribution</i></b>	Any 401(k) Contribution you made to the Plan that is taxable under federal law for the year in which contributed, but is not taxable upon distribution from the Plan. If certain conditions are met, earnings on Roth 401(k) Contributions are also not taxable upon distribution from the Plan.
<b><i>Safe Harbor Matching Contribution</i></b>	Any Matching Contribution that meets federal tax law requirements so that the Employer does not have to apply limitations on the 401(k)

Contributions of Highly Compensated Employees, as described in detail in **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.

<b><i>Service Provider</i></b>	The entity to which certain administrative functions have been assigned by the Sponsor. For more information, see <b>PLAN IDENTIFICATION INFORMATION: SERVICE PROVIDER</b> .
<b><i>Severance Date</i></b>	The date your employment terminates or you are absent from work (without terminating employment) for 1 year.
<b><i>Sponsor</i></b>	The company that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is Green Diamond Resource Company.
<b><i>Spouse</i></b>	The person to whom you are legally married in accordance with the laws of the State, Commonwealth, or foreign country in which the marriage was celebrated.
<b><i>Discretionary Nonelective Contribution</i></b>	Any Nonelective Contribution other than: <ul style="list-style-type: none"><li>• a Qualified Nonelective Contribution.</li><li>• a Prior Nonelective Contribution.</li></ul>
<b><i>Trustee</i></b>	The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Sponsor.
<b><i>Value</i></b>	The monetary worth of the contributions and investment earnings and losses on such contributions in your Account.
<b><i>Vested Interest</i></b>	The percentage of the Value of your Account that you are entitled to receive upon distribution.
<b><i>Vesting Service</i></b>	The service credited to you that is used for determining your Vested Interest in the Value of the following contributions:

## **ADDENDUM RE: DIFFERENT NONELECTIVE CONTRIBUTION PROVISIONS FOR DIFFERENT EMPLOYEE GROUPS**

This Addendum describes the different Nonelective Contribution provisions that apply to different employee groups under the Plan. To find out what, if any, Nonelective Contribution provisions apply to you, find the group to which you belong and review the provisions applicable to that group. (If multiple different provisions apply, your group may appear in several different places. Similarly, you may belong to different employee groups for different provisions. You should review the entire Addendum to be certain you identify all the special provisions that apply to you.)

### **DISCRETIONARY NONELECTIVE CONTRIBUTION FORMULA**

**Employee Group:** Employees of Green Diamond Resource Company, California Redwood Company or Green Diamond Management Company.

If you are a member of this employee group, once you have met the requirements to participate in the Plan with respect to Discretionary Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, your Employer may, in its discretion, make a Discretionary Nonelective Contribution to your Account each Plan Year equal to a percentage of your Compensation, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

**Employee Group:** Kamilche Employees.

If you are a member of this employee group, once you have met the requirements to participate in the Plan with respect to Discretionary Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, your Employer may, in its discretion, make a Discretionary Nonelective Contribution to your Account each Plan Year equal to a percentage of your Compensation, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.