

## **SUMMARY PLAN DESCRIPTION**

# **PROFIT SHARING PLAN FOR EMPLOYEES OF BEN E. KEITH COMPANY AND ITS AFFILIATES**

***Effective as of November 1, 2016***

### ***Important Note***

*This booklet is called a Summary Plan Description (“SPD”) and is intended to provide a brief description of the Plan’s features. Complete details of the Plan are contained in the Plan document. If there is a difference between this booklet and the Plan document, the Plan document will govern. The information provided on taxes is general in nature and may not apply to your personal circumstances. You should consult a tax advisor for more information.*

## **Plan Highlights**

The following information contains highlights of the Plan.  
Please read the entire Summary Plan Description for more details.

### **Joining the Plan**

If you are an eligible employee, you may begin participating in the Plan following your completion of one year of service with the Company.

### **Company contributions**

The Company may, in its discretion, make a profit-sharing contribution on your behalf each Plan Year.

### **Vesting**

The extent to which you are vested in Company profit sharing contributions made on your behalf will generally depend on your years of vesting service under the Plan.

### **Accessing your account**

The Plan allows you to borrow against your vested account balance.

### **Leaving the Company**

When you leave the Company, your vested account balance will be paid to you or you may elect to have your vested account transferred to an eligible IRA or to another eligible retirement plan. Under certain circumstances, you may also elect to defer distribution of your vested account.

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## ***Introduction***

Chances are, you're hoping for a long and fulfilling retirement. But a significant part of how rewarding your retirement experience will be depends on how well you have planned for it.

Your personal financial security is one of life's most important objectives. The Company shares your concern and offers the Profit Sharing Plan for Employees of Ben E. Keith Company and Its Affiliates (the "Plan"), as one way to help you build a strong financial future.

Through the Plan, Ben E. Keith Company (the "Company") may, in its discretion, make a profit-sharing contribution on your behalf each Plan Year. Your Plan account has the potential to grow faster than saving outside the Plan because Company profit-sharing contributions made on your behalf and any earnings in your account are not subject to current income taxes until they are paid to you from the Plan.

## ***Contacting John Hancock (Website and Phone Service)***

To help with your retirement planning, many features of the Plan are available to you by contacting John Hancock Retirement Plan Services, LLC ("John Hancock") via the Internet ([mylife.jhrps.com](http://mylife.jhrps.com)) or over an automated telephone system (800.294.3575). If you wish to contact John Hancock, you may do so:

- 24 hours a day, seven days a week, via the Internet at [mylife.jhrps.com](http://mylife.jhrps.com) or an automated telephone system at 800.294.3575.
- 8 AM to 10 PM Eastern Time ("ET") on any business day the New York Stock Exchange ("NYSE") is open ("NYSE business day") by calling 800.294.3575 to speak with a Participant Service Representative.

You may obtain information about your Plan account, select/change a beneficiary(ies) for your account, initiate and/or process a loan from the Plan, request an account statement or distribution form be sent to you, or request a distribution by contacting John Hancock. Your Corporate Human Resources Department can also assist you if you have any questions about joining the Plan or contacting John Hancock.

## ***Joining the Plan***

### **Eligibility**

All employees of the Company (and any participating affiliate), other than leased employees, employees covered by a collective bargaining agreement (unless the terms of the bargaining agreement otherwise provides for inclusion in the Plan), and other individuals who for any period are classified by the Company as independent contractors (regardless of any subsequent reclassification by the Company, a government agency or a court), are eligible to participate in the Plan.

If you are an eligible employee, you may begin participating in the as soon as administratively possible following your completion of a year of service.

For this purpose, you will be credited with a year of service if you complete a 12-month period of

employment with the Company (or a participating affiliate) during which you are credited with at least 1,000 “hours of service.” The first 12-month period will begin on your date of hire. If you complete less than 1,000 hours in that 12-month period, you will be credited with a year of service as of the last day of any Plan Year (the 12-consecutive month period beginning July 1 and ending June 30) following your date of hire during which you complete at least 1,000 “hours of service.”

An “hour of service” includes all hours actually worked, plus most paid non-working hours such as vacation, sick days, and the like. However, no more than 501 hours of service will be credited to you for any single continuous period during which you are not actually working. If you are not paid on an hourly basis, you will be credited with 45 Hours of Service for each week for which you are paid or entitled to payment from the Company.

**NOTE:** *If you were employed by Ben E. Keith Foods – Southeast Division or Kelley Foods – A Division of Ben E. Keith Foods, as of October 1, 2016, you will receive credit for your hours of service while employed with Kelley Foods of Alabama, Inc. for purposes of determining your eligibility under the Plan, and your participation in the Plan will begin no earlier than October 1, 2016.*

You should contact your Corporate Human Resources Department if you have any questions concerning your eligibility to participate in the Plan or the calculation of your hours of service.

Please contact John Hancock to select your beneficiary under the Plan. If you do not contact John Hancock to select a beneficiary, your beneficiary will be your surviving spouse, or, if none, your estate.

## **Military Service**

If you leave employment for certain periods of military service and are reemployed, you will be eligible to receive service credit and Company contributions for those periods of qualified military service in accordance with the rules under the Uniformed Services Employment and Reemployment Rights Act of 1994. You should contact your Corporate Benefits Department if you have any questions regarding this provision.

## **Retirement Savings Potential**

### **Rollover Contributions**

In certain circumstances, you may elect to have benefits earned under the Ben E. Keith Company – Amarillo Division Profit Sharing Plan and Trust rolled over to your account under this Plan. You should contact John Hancock if you are interested in making such a rollover contribution.

### **Company Profit-Sharing Contributions**

At the end of each Plan Year, the Company’s board of directors, in its discretions, will determine the amount of any profit-sharing contribution to be made to the Plan. If you meet the eligibility requirements described below, your share of any such contribution will be determined by the ratio that your compensation for the Plan Year bears to the compensation of all eligible participants.

For Plan purposes, “compensation” includes your base pay, commissions, overtime, bonuses, and any amounts deferred under a salary reduction agreement and/or a cafeteria (Internal Revenue Code Section 125) plan maintained by the Company. Compensation also includes incentive pay, reimbursements or other expense allowances, and moving expenses, but does not include deferred compensation, additional

benefits payable other than in cash or any compensation received before becoming a participant in the Plan. In addition, under the federal tax laws, for the Plan Year beginning July 1, 2016, compensation in excess of \$265,000 (\$270,000 for the Plan Year beginning July 1, 2017) may not be taken into account for Plan purposes. This limit will be periodically adjusted by the Internal Revenue Service (“IRS”).

**NOTE:** *Compensation received following your termination of employment, if any, may be taken into account for purposes of making contributions to the Plan. You should contact your Corporate Benefits Department with any questions regarding the treatment of compensation following your termination of employment.*

You will normally be eligible to share in any profit-sharing contributions made for a Plan Year only if you are employed by the Company on the last day of the Plan Year. The requirement that you be employed by the Company on the last day of the Plan Year will be waived if you terminate employment during the Plan Year because of your death or retirement on or after your normal retirement date (age 65). This requirement will also be waived if you terminate employment during the Plan Year because of your “permanent and total disability” (as defined later) and you have completed 5 years of service (as calculated for Vesting purposes, as defined later in this document).

You do not have to make contributions to share in any Company profit-sharing contributions made for any Plan Year. In fact, except for the rollover contributions described above, you are not permitted to make contributions to the Plan.

Profit-sharing contributions are excluded from your income for FICA (Social Security and Medicare) and income tax purposes. Profit-sharing contributions (as adjusted for investment gains and losses) will be subject to income tax when distributed.

## ***Investments***

Company profit-sharing contributions made on your behalf will automatically be invested in the Plan’s Trust Fund, in which the contributions to the Plan accumulate and grow through investment. Investment gains and/or losses of the Trust Fund will be allocated to your account at the end of each Plan Year in the same proportion as your account to the account balances of all Participants in the Plan.

## ***Fees Paid From Your Account***

Whenever you take a distribution or loan, or whenever you provide a domestic relations order for review and qualification, fees may be taken directly from your account. These fees include the following:

- Non-periodic distribution fee (for processing a lump sum distribution).
- Periodic payment distribution fee (for processing a required minimum distribution).
- Loan set up fee (for review and processing of a loan request).
- Loan maintenance fee (for on-going administration of an approved loan).
- Loan repayment insufficient funds fee (for processing a returned check and/or an ACH debit denial).
- Qualified Domestic Relations Order fee (for review and qualification of a domestic relations order).

Applicable fees also apply to the account of each alternate payee and each beneficiary.

For information on these fee amounts, you should check the Plan's most recent fee disclosure document (and any fee update notices thereto). Fee information may also be obtained by contacting John Hancock.

**NOTE:** *The Company has entered into an agreement with a service provider for the Plan to receive certain fee credits from the provider. These credits will be used to pay administrative expenses of the Plan. However, to the extent that the fee credits for a year exceed the Plan's administrative expenses through September 30 (or prior business day) of the following year, the excess may be allocated to the accounts of participants with account balances as of such date.*

## **Vesting**

Vesting means ownership. The extent to which you are vested in any Company profit-sharing contributions allocated to your account (adjusted for investment gains and losses) will generally depend on your years of vesting service based on the following schedule:

<u>YEARS OF VESTING SERVICE</u>	<u>PERCENT VESTED</u>
Less than 2 years	0%
2 years but less than 3	20%
3 years but less than 4	40%
4 years but less than 5	60%
5 years but less than 6	80%
6 years or more	100%

You will be credited with a year of vesting service for each 12-month period (as measured from your date of hire and any anniversary of that date) during which you are employed by the Company. If you terminate employment and return to work within one year, you will be considered to have remained an employee for that period. You may also earn service credit during an approved leave of absence. You should contact your Corporate Benefits Department if you have any questions concerning the calculation of your years of vesting service.

You should be aware that if you terminate employment with the Company on or after your normal retirement date (age 65) or as a result of your death, you will be 100% vested in the value of any Company profit-sharing contributions allocated to your account regardless of your years of vesting service under the Plan. In addition, if you terminate employment with the Company as a result of your "permanent and total disability" (as defined later) and you have completed five years of vesting service, you will also be 100% vested in the value of any Company profit-sharing contributions allocated to your account.

**NOTE:** *If you were employed by Ben E. Keith Foods – Southeast Division or Kelley Foods – A Division of Ben E. Keith Foods, as of October 1, 2016, you will receive credit for your service while employed with Kelley Foods of Alabama, Inc. for purposes of determining your vesting under the Plan.*

You should be aware that if you terminate employment before becoming vested in any portion of your account (excluding any contributions you may have rolled into the Plan), and you incur five consecutive "breaks in service" before returning to employment with the Company, your prior years of vesting service may be disregarded. As a result, you will be considered a new employee for purposes of determining your

vested status under the Plan and thus you will have to start all over again as if you had never previously been employed by the Company.

For this purpose, you will be considered to have incurred a break in service if you do not complete at least one hour of service in any 12-month period. Thus, in order to have five consecutive breaks in service, you must be away from the Company for five years from the date you terminated employment. However, if you are on a non-paid leave of absence approved by the Company, or if you are absent from work for maternity or paternity reasons, your period of absence may not constitute a break in service. You should contact your Corporate Benefits Department for more details.

## **Accessing Your Account**

One of the most commonly asked questions about the Plan is, "Can I get my money out of the Plan?" Since the primary purpose of the Plan is to encourage long-term retirement savings, distribution of your vested account normally cannot be made before your retirement or other termination of employment. However, while you remain employed by the Company, you may borrow from your vested account under certain circumstances. Please note that loans under the Plan may be subject to limitations, in addition to those described below, established by the Plan Administrator.

### **Loans**

The Plan allows you to borrow against the value of your vested account balance. It's a way for you to borrow your own money. The interest you pay on your loan goes back into your own Plan account. You can model your repayment schedule and apply for a loan by contacting John Hancock.

You may only have one loan outstanding at any time, and you may not request a loan if you had a loan outstanding at any time in the immediately preceding 12-month period. The interest rate is fixed and will be equal to the Prime Rate (as published in *The Wall Street Journal* on the day the loan is initiated), plus 1.5%.

The minimum amount you can borrow is \$1,000. The maximum loan amount available to you will be determined by your vested account balance. You may borrow up to the lesser of (i) 50% of your vested account balance or (ii) \$50,000. This \$50,000 maximum is reduced, however, by the amount of your highest outstanding loan balance for the previous 12-month period.

Loans must normally be repaid through payroll deductions over a period of not more than five (5) years. However, if you're using the loan to purchase your principal residence, the loan can be repaid over a period of not more than ten (10) years. Loans may be prepaid in full or in part at any time without penalty. Failure to repay a loan in accordance with its terms will constitute default. If you default on your Plan loan, under the federal tax laws, you will be considered to be in taxable receipt of your unpaid loan balance. As a result, you will have to pay income taxes on the amount of your unpaid loan and, if you are under age 59½, an additional 10% penalty tax. In addition, interest will generally continue to accrue (for purposes of determining your eligibility for any subsequent loan) until the loan is repaid or you separate from service. You should contact your Corporate Benefits Department for additional information regarding the treatment of loans in default.

If you are on an authorized leave of absence without pay or with a rate of pay that is less than your required loan repayment amount, your loan repayment may be suspended for a period equal to the lesser

of one year or the duration of the leave of absence. In the event of certain military service, your loan may be suspended for a longer period.

If you stop working for the Company before your loan is repaid, you may be permitted to continue making loan payments, subject to the terms of your loan agreement and promissory note, or you may choose to pay off your loan in full. Loan repayments may be made by check or via ACH (automated clearing house system for electronic funds transfer).

If you do not continue making loan repayments, or pay off your loan prior to the end of the grace period, as set forth in your loan agreement and promissory note, your loan will default and the outstanding loan balance will be treated as taxable income to you. Alternatively, if you request a distribution prior to repaying your loan, the outstanding loan balance will automatically be deducted from your vested account balance before it is distributed to you and will be treated as taxable income to you. In either situation, if you are under age 59½, an additional 10% penalty tax may also apply.

**NOTE:** *The plan is subject to a restriction period to perform an annual valuation. This restriction period begins annually on June 30 and lasts for approximately 10 days. During this restriction period you will not be allowed to access your account for a loan.*

## **Leaving the Company**

### **Forfeiture of Nonvested Amounts**

If you leave the Company before you are 100% vested in your Plan account, the nonvested portion of your account will be forfeited and reallocated to the remaining eligible participants in the same manner as the Company's profit-sharing contributions. However, if you return to work for the Company before incurring five consecutive breaks in service, the nonvested balance of your account may be restored in certain circumstances.

### **Distributions and Taxation**

Following your retirement or other termination of employment, distribution of your vested account balance will be made in the form of a single-sum payment as soon as administratively possible following your request for distribution. If your vested account balance exceeds \$5,000, distribution of your benefit may be deferred, but not later than when you reach age 70-1/2. If your vested account balance exceeds \$1,000 but is equal to or less than \$5,000, unless you make a timely election to roll over your vested account to an eligible IRA or another eligible retirement plan, or elect to have your vested account distributed to you, your vested account will be rolled over to an IRA selected by the Plan Administrator ("John Hancock Transitions IRA"). If your vested account is \$1,000 or less, unless you elect otherwise, your entire vested account will be paid to you in a single-sum payment as soon as administratively possible following your retirement or other termination of employment.

If your vested account is automatically rolled over to the John Hancock Transitions IRA, your account will be invested under this IRA in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Any fees and expenses under the John Hancock Transitions IRA will be charged to your account. Please note that if your distribution is automatically rolled over to the John Hancock Transitions IRA, you will continue to have the same access to your account information by contacting John Hancock.

For further information concerning the Plan's automatic rollover provision, the John Hancock Transitions IRA and/or the fees and expenses associated with John Hancock Transitions IRA, contact the Plan

Administrator. The contact information for the Plan Administrator is set forth in the “Other Important Facts” Section of this booklet. However, the above information can also be obtained by contacting John Hancock.

Whenever you receive a distribution from the Plan, it will normally be subject to income taxes. To provide for the resulting taxes, your distribution may be subject to mandatory 20% federal income tax withholding and may also be subject to any applicable state income tax withholding. However, you may be able to defer income taxes on your distribution by electing to have your distribution paid directly to an eligible IRA or to another eligible retirement plan.

If you are younger than age 59½ when you receive your distribution, any amount you receive may be subject to a 10% federal excise tax (penalty tax) in addition to any applicable federal and state income taxes. However, the 10% penalty tax will not apply to distributions made to your beneficiary in the event of your death or if you transfer your distribution directly to an eligible IRA or to another eligible retirement plan.

You will be provided with more information concerning your distribution options when you apply for benefits under the Plan. You should contact a tax advisor to determine which option is best for you. You may request a distribution following termination of employment by contacting John Hancock.

**NOTE:** *The plan is subject to a restriction period to perform an annual valuation. This restriction period begins annually on June 30 and lasts for approximately 10 days. During this restriction period you will not be allowed to access your account for a distribution.*

## **Death Benefit**

If you die while employed by the Company, your beneficiary will be entitled to receive the full value of your account. If you die after terminating employment, but before distribution of your vested account has been made or commenced, the vested balance of your account will be paid to your beneficiary.

You may choose anyone to be your beneficiary under the Plan. You make your designation by contacting John Hancock. However, under federal law, if you are married and wish to name someone other than your spouse as your beneficiary, you may do so only with your spouse’s written consent witnessed by a notary. If you fail to designate a beneficiary, or if your designated beneficiary dies before you do, the Plan provides that your beneficiary will automatically be your surviving spouse, or, if none, your estate.

Distribution of any death benefit under the Plan will normally be made in the form of a single-sum payment as soon as administratively possible following your death.

Your beneficiary may be able to defer income taxes on the distribution of your death benefit by election to roll over the distribution. Your spouse (or former spouse who is the alternate payee under a qualified domestic relations order) may have the distribution paid directly to an eligible IRA or to another eligible retirement plan. If your designated beneficiary is not your spouse, your beneficiary may elect to roll over the distribution to an “inherited IRA.”

**NOTE:** *If you die while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), you may be credited with additional vesting service and your spouse or other beneficiary may be entitled to any additional benefits (other than additional allocations) provided under the Plan, as if you resumed employment and then terminated employment as a result of your death. You should contact the Plan Administrator for further information concerning this provision.*

## ***Disability***

As mentioned, if you terminate employment with the Company as a result of your “permanent and total disability,” you will also be entitled to receive the full value of your Plan account, if you have five years of vesting service under the Plan. For this purpose, you will be considered “permanently and totally disabled” if you have received a Social Security disability letter.

Distributions to persons under the age of 59½ because of disability may qualify for exclusion from the 10% penalty tax previously described.

## ***Effect on Other Benefits***

Your contributions to the Plan will not affect other salary-related benefits, such as life insurance and disability benefits. Also, Plan contributions will not change the amount of your Social Security benefits or the Social Security taxes that are withheld from your compensation.

## ***Other Important Facts***

Ben E. Keith Company is the Plan Sponsor (“Plan Sponsor”).

The Plan Sponsor’s address, telephone number and federal employer identification number (EIN) are:

**Ben E. Keith Company  
601 East Seventh Street  
Fort Worth, TX 76102-5501**

**Phone: 817-877-5700  
EIN: 75-0372230**

- The Committee serves as the Plan Administrator. The Committee is appointed by the Plan Sponsor’s board of directors and may be contacted at the Plan Sponsor’s address shown above.
- The Plan Year is the 12-month period beginning July 1 and ending June 30.
- The Committee has been designated as agent for service of legal process. Legal process may also be served on the Trustee.
- The Plan is a profit sharing plan and the number assigned to the Plan by the Plan Sponsor is 002.
- The current Trustee of the Plan is:

**John Hancock Trust Company LLC  
690 Canton Street  
Westwood, MA 02090**

## ***Statements of Your Account***

### **Reports on Your Plan Account**

At the end of each calendar quarter, a statement will be provided to you in accordance with the requirements of applicable law. To help you keep up-to-date on the status of your account, the statement will include the following:

- the amount the Company contributed to the Plan on your behalf;
- your vested percentage;
- the current value of your account (including any rollover contributions);
- loans, if any, and
- administrative fees deducted from your account during the calendar quarter.

At the end of each Plan Year, your statement will also include the earnings and/or losses on the investments since the end of the prior Plan Year.

You may also request a statement at any time by contacting John Hancock.

## ***Your ERISA Rights and Information***

### **What are my rights under the Employee Retirement Income Security Act of 1974?**

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 are entitled to:

#### ***Receive Information About Your Plan and Benefits***

- examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, 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 Plan 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 Plan Administrator may make a reasonable charge for the copies.
- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- obtain a statement telling you (a) the amounts credited to your account under the Plan and (b) what your benefits would be under the Plan if you stop working as of that statement date. This statement is not required to be given more than once a year. The Plan must provide the statement free of charge.

## ***Prudent Actions by Plan Fiduciaries***

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

## ***Enforce Your Rights***

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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 or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## ***Assistance With Your Questions***

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the 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.

## ***How do I make a claim for benefits?***

We hope there will never be a disagreement as to the amount owed to you under the Plan. However, if there is a disagreement, you must follow the Plan’s claims procedure or you may forfeit certain legal rights to contest the decision. You must file any request for benefits in writing. Before filing your request, you or your legal representative may wish to examine any Plan records regarding your claim. This examination may occur only during the Company’s regular working hours.

Initial claims should be addressed to the Committee. Decisions on initial claims will be made within 90 days of receipt by the Committee (or within 45 days of receipt in the case of a disability determination

claim). The Committee may extend the 90-day period up to an additional 90 days where the nature of the benefit involved or other circumstances make such extension appropriate (in the case of a disability determination claim, the Committee may extend twice, with each extension not exceeding 30 days).

If your claim is denied in whole or in part, you will receive a written explanation setting forth (i) the reason for the denial, (ii) references to the Plan provision(s) on which the denial is based, (iii) if applicable, a description of any additional information that you might be required to furnish in order to obtain benefits, with an explanation of why it is needed, (iv) a description of the Plan's claim review procedures, and (v) a statement of your right to bring a civil action under Section 502(a) of ERISA if you file a written request for a reconsideration of the claim under such review procedures and the claim is denied on review. In the case of a disability determination claim, you will also receive any internal rule, guideline, protocol or other similar criterion that was relied upon in the denial or a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in the denial and that a copy thereof will be provided free of charge upon request.

You (or your authorized representative) may request that the denied claim be reconsidered. All requests for reconsideration of denied claims are reviewed by the Committee. You (or your authorized representative) may appeal a denied claim by filing a written notice of appeal with the Committee within 60 days (180 days in the case of a disability determination claim) after the claim is denied. You (or your authorized representative) may submit documents, records, and other information relating to your claim. In connection with such review, you (or your authorized representative) may review, upon request and free of charge, pertinent documents and may submit issues and comments in writing. The Committee will take into account all comments, documents, records, and other information submitted without regard to whether such information was submitted or considered in the initial claim determination and make a decision with regard to the claim within 60 days (or within 45 days in the case of a disability determination claim) of receipt of the request for reconsideration. The Committee may extend the 60-day period up to an additional 60 days (or the 45-day period up to an additional 45 days) where circumstances make such extension appropriate.

In deciding an appeal of any denied claim that is based in whole or in part on medical judgment in the case of a disability determination claim, the Committee will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual who was consulted in connection with the initial claim nor a subordinate of any such individual. Upon request, any medical experts whose advice was obtained on behalf of the Plan in connection with a claim denial will be identified, without regard to whether the advice was relied upon in making the determination.

You will be notified of the Committee's decision in writing. The decision will include the specific reason for any denial including reference to the Plan provision(s) on which the denial is based; a description of your right to receive, upon request and free of charge, reasonable access to and copies of all Plan documents, records and other information relevant to the claim; in the case of a disability determination claim, any internal rule, guideline, protocol or other similar criterion that was relied upon in the denial or a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in the denial and that a copy thereof will be provided free of charge upon request; and a statement about your right to bring a civil action under Section 502(a) of ERISA.

The decision of the Committee, which has the authority to interpret the Plan and make factual determinations in connection with matters arising under the Plan, is final and binding.

## **What happens if the Plan is amended or terminated?**

The Company reserves the right to amend the Plan or to terminate it. However, no amendment can reduce the amount in your account. If the Plan terminates, your account will become 100% vested, that is, nonforfeitable. The Plan is for the exclusive benefit of its participants and, therefore, money cannot go back to the Company because of the Plan's termination.

Upon termination of the Plan, the Company will generally liquidate assets and distribute the value of your account to you (subject to IRS requirements).

## **Is there any way I can lose Plan benefits?**

Yes, there are a few ways in which you could lose expected benefits such as the following, among others:

### ***If investments go down in value***

The value of your account depends on the performance of the investments under the Plan. Your account balance is subject to both gain and loss due to investment results. If you receive a distribution at a time when the value of the investments has declined, you may not receive a distribution that is as large as you had hoped. Also, certain administrative expenses of the Plan may be paid from the Plan's trust fund or, in some cases, may be charged directly to your account.

### ***If a "Qualified Domestic Relations Order" is received***

In general, your account cannot be attached or paid to creditors or to anyone other than yourself. However, under federal law, the Plan Administrator is required to obey a Qualified Domestic Relations Order ("QDRO"). This is a decree or domestic relations order ("Order") issued by a court that satisfies certain requirements under the Internal Revenue Code. A QDRO may require that all or a portion of your vested account be paid to your spouse, former spouse, child or other dependent ("Alternate Payee"). The Plan Administrator, in accordance with procedures set forth in the law, will determine the validity of any Order received and will inform you upon the receipt of any such Order affecting you. You may obtain a copy of such procedures, without charge, by contacting John Hancock or the Plan Administrator. In addition, you should request a copy of the Plan's model QDRO and QDRO materials by contacting John Hancock before an Order is drafted and submitted to court for execution. Please note that a fee will be charged to your account for the review and qualification of any Order relating to your account. This fee will be shared equally between you and the Alternate Payee unless otherwise specified in the Order.

## **Should I be aware of any other aspects of the Plan?**

In an effort to keep retirement plans from favoring "key employees," Congress has put a complicated set of rules in the Internal Revenue Code that apply to any "top-heavy" retirement plan. Stated simply, the Plan will be "top-heavy" if the value of accounts belonging to key employees (generally certain officers and shareholders) exceeds 60% of the value of the accounts for all participants.

Each year, the Plan will be tested to determine if it is top-heavy. Although, it is unlikely that the Plan will become top-heavy, if it does, "special rules" will become effective which could increase the amount of Company contributions made on your behalf.

You should also be aware that the Pension Benefit Guaranty Corporation, a federal agency that insures defined benefit plans, does not insure this type of plan. The government has exempted plans like ours from such insurance because all contributions go directly to your account and you will be 100% vested in your account if the Plan is ever terminated.

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