

Summary Plan Description

For

**FISCHER MANAGEMENT, LLC
WELFARE BENEFIT PLAN**

Amended and Restated Effective as of January 1, 2021

Note: This document, together with the certificates of coverage issued by the insurance companies and other attachments relating to your elected or automatic benefit options, is your Summary Plan Description. If the applicable certificates of coverage or other attachments listed in Section 11 are not attached, then this Summary Plan Description is not complete and you should contact the Plan Administrator for a complete copy. The insurance companies issuing the certificates of coverage may amend, modify or completely restate the certificates of coverage from time to time. Any such amendment, modification or restatement that you receive constitutes an amendment of this Summary Plan Description. You should keep any such amendment, modification or restatement together with this document.

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1. Definitions

Capitalized terms used in this Summary Plan Description have the following meanings:

COBRA	“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
Company	“Company” means Fischer Management, LLC or any successor thereto.
Employee	“Employee” means any common-law employee of the Company who satisfies the eligibility provisions laid out in Section 4 of this Summary Plan Description and who is not excluded from participation by the terms of the component benefit program.
ERISA	“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
Plan	“Plan” means the Fischer Management, LLC Welfare Benefit Plan.
Plan Administrator	“Plan Administrator” means Fischer Management, LLC.

Within this Summary Plan Description, "you" and "your" refer to the participants in the Plan, while references to "we", "us", and "our" refer to the Company or, in certain circumstances, its delegate or a third-party administrator of one of the component benefit programs of Plan.

2. Introduction

The Company maintains the Plan for the exclusive benefit of its eligible Employees and their eligible spouses and dependents. The Plan provides benefits through the following component benefit programs:

- **Medical** (See Attachment #1 for a summary);
- **Dental** (See Attachment #2 for a summary);
- **Life Insurance** (See Attachment #3 for a summary);
- **Short-Term Disability** (See Attachment #3 for a summary);
- **Long-Term Disability** (See Attachment #3 for a summary);
- **Voluntary Life & Accidental Death and Dismemberment Insurance (“Voluntary Life & AD&D”)**¹ (See Attachment #3 for a summary).
- **Flexible Spending Benefits Plan** (See Attachment #4 for a summary); and
- **Vision**(See Attachment #5 for a summary)

The individual component benefit programs may require you to make an annual election to enroll for coverage. The component benefit programs are summarized in a certificate of coverage or other document issued by an insurance company or other provider (an “Attachment”). Copies of the relevant documents applicable to you are attached to this document in the Attachments noted above. To facilitate efficient operation of the Plan, the Plan may allow forms (including, for example, election forms and notices), whether required or permissive, to be sent and/or made by electronic means.

¹ “Voluntary life & AD&D” refers to the additional life insurance and accidental death and dismemberment (“AD&D”) insurance that you can opt to purchase in addition to any Company-paid insurance. This voluntary life insurance and AD&D insurance may also be referred to as "supplemental" or "optional" insurance in this and other communications on your life insurance and AD&D insurance benefits.

We are providing this document to give you an overview of the Plan and to address certain information that may not be addressed in the Attachments. This document and its Attachments constitute the Summary Plan Description, or SPD, for the Plan as required by ERISA § 102. The applicable insurance companies or other providers may amend, modify or completely restate the Attachments from time to time. Any such amendment, modification or restatement that you receive constitutes an amendment of the SPD. You should keep any such amendment, modification or restatement together with this document and its attachments, as all such items together constitute the Plan's SPD. This document is not intended to give you any substantive rights to benefits that are not already provided by the Plan and the Attachments.

3. General Information about the Plan

Facts	Plan Name:	Fischer Management, LLC Welfare Benefit Plan.
	Type of Plan:	Welfare plan providing group health benefits.
	Plan Year:	January 1 to December 31.
	Plan Number:	501.
	Effective Date:	The Plan was originally effective in 1992. The Plan has been amended from time to time since its original effective date.
	Funding Medium and Type of Plan Administration:	<p>The medical, dental, life insurance, long-term disability, voluntary life & AD&D, and vision components of the Plan are fully-insured. With respect to benefits under such component benefit programs, the relevant insurance company, not the Company, is responsible for paying claims with respect to the program. Any fully-insured component benefit program shall be made available to you subject to the terms and conditions of the Plan, the applicable Attachments and other governing documents for the component benefit program.</p> <p>The medical, dental, and vision component benefit program under the Plan is fully-insured by United Healthcare Insurance Company. The life insurance, long-term disability and voluntary life & AD&D component benefit programs under the Plan are fully-insured by Lincoln Financial Group. The legal insurance under the Plan are fully-insured under MetLife Legal.</p> <p>The short-term disability component of the Plan is self-insured by the Company and administered through a third-party. This self-insured component benefit program shall be made available to you in accordance with the terms and conditions of the Plan and the applicable Attachments and other governing documents for the component benefit program. The Plan Administrator, or its delegate, shall cause the Plan to pay for covered</p>

expenses or coverage under the self-insured component benefit program.

Insurance premiums for your coverage may be paid in part by us out of the Company's general assets and/or in part by you via payroll deductions. Payroll deductions for certain benefit component programs may be made on a pre-tax basis pursuant to the terms and conditions of the Fischer Management, LLC Flexible Spending Benefits Plan maintained by the Company. The Plan Administrator provides a schedule of the applicable premiums for the benefit program during the initial and subsequent open enrollment periods and on request.

Plan Sponsor: Fischer Management, LLC
3940 Olympic Blvd, Suite 400
Erlanger, KY 41018
(859) 341-4709

Plan Sponsor's
Employer Identification
Number: 61-0990213

Insurance Company
(for fully-insured
benefits): Medical:
United Healthcare Insurance Company
P.O. Box 740800
Atlanta, GA 30374-0800
Claims: 866-314-0335

Dental:
United Healthcare Insurance Company
P.O. Box 30567
Salt Lake City, UT 84130-0567
Claims: 800-445-9090

Life Insurance, Long-Term Disability and Voluntary
Life & AD&D:
Lincoln Financial Group
8801 Indian Hills Dr
Omaha, NE 68114
800-423-2765
Fax: 877-843-3950

Vision:
United Healthcare Insurance Company
P.O. Box 30978
Salt Lake City, UT 84130-0978
Claims: 800-638-3120
Fax: 248-733-6060

Legal:

MetLife Legal Plans, Inc.
1111 Superior Ave., Suite 800
Cleveland, OH 44114-2507
800-821-6400

Plan Administrator:

Fischer Management, LLC
Payroll Department
3940 Olympic Blvd, Suite 400
Erlanger, KY 41018
(859) 341-4709

Named Fiduciary:

Fischer Management, LLC
3940 Olympic Blvd, Suite 400
Erlanger, KY 41018
(859) 341-4709

Named Fiduciary for
Determination
of Benefits and for
Benefit Appeals:

Medical:

United Healthcare at Appeals
P.O. Box 30573
Salt Lake City, UT 84130-0573
866-314-0335

Dental:

UHC Dental Appeals and Grievance Dept
P.O. Box 30569
Salt Lake City, UT 84130-0569
800-445-9090

Life Insurance, Short-Term Disability, Long-Term
Disability and Voluntary Life & AD&D:

Lincoln Financial Group
P.O. Box 2337
Omaha, NE 68103
Fax: 402-361-1460

Vision:

UHC Vision Appeals and Grievance Dept
P.O. Box 30978
Salt Lake City, UT 84130-0978
800-638-3120

Legal:

MetLife Legal Plans, Inc.
1111 Superior Ave., Suite 800
Cleveland, OH 44114-2507
800-821-6400

Agent for Service of
Legal Process: Fischer Management, LLC
3940 Olympic Blvd, Suite 400
Erlanger, KY 41018
(859) 341-4709

Service for legal process may also be made on the Plan Administrator.

**Important
Disclaimer**

Benefits hereunder are provided pursuant to one or more insurance contracts or other governing plan documents issued by the insurance company or other service provider. If the terms of this document conflict with the terms of such insurance contracts or other governing plan documents, then unless otherwise stated herein, the terms of the insurance contracts or other governing plan documents will control, rather than this document, unless superseded by applicable law.

4. Eligibility and Participation Requirements

**Eligibility and
Participation**

You are eligible to participate in the Plan if you are an eligible Employee. An eligible Employee will be any common law employee of the Company who is eligible to participate in and receive benefits under the component benefit programs. Subject to the terms of the Attachments, as amended from time to time by the applicable insurance company or other provider (which terms shall control), the following provisions shall apply: (a) active, full-time common-law employees of the Company regularly scheduled to work at least 30 hours per week (medical component benefit program only) or 35 hours per week (all other component benefit programs) and who work in states in which the insurance company provides coverage shall be eligible for coverage under the Plan; and (b) coverage for eligible new Employees shall be effective first of the month after employment with the Company, provided application for coverage is received by the insurance company or other provider in accordance with reasonable procedures established by the insurers and/or the Plan Administrator. To determine whether you or your family members are eligible to participate in the component benefit programs, and for additional information concerning eligibility and enrollment, please read the eligibility information contained in the Attachments for the component benefit programs. The component benefit programs may require that you make an annual election to enroll for coverage during an open enrollment period, or may carry forward your prior election if you do not make an affirmative election during a subsequent open enrollment period. In certain circumstances, enrollment may occur outside the open enrollment period, as explained in the Attachments.

**Termination of
Participation**

Your participation and the participation of your eligible dependents in any benefit program under the Plan will terminate as provided in the Attachments for the component benefit programs. You should consult the Attachments for specific termination events and information.

COBRA Rights This section regarding COBRA rights applies only to the component benefit programs that constitute a group health plan as that term is defined for purposes of regulations under Treasury Regulations Section 54.4890B. Specifically, the medical, dental, and vision components of the Plan are group health plans for these purposes. In addition, to the extent required by COBRA, COBRA rights may apply to the Health Flexible Spending Account ("Health FSA") as further summarized in the Attachment for the Flexible Spending Benefits Plan. This section does not apply to the life insurance, short-term disability, long-term disability or voluntary life & AD&D components of the Plan.

If group health plan coverage for you or your eligible family members ceases because of certain "qualifying events" specified in COBRA (such as termination of employment, reduction in hours, divorce, death or a child ceasing to meet the definition of "dependent"), then you and your eligible family members may have the right to purchase continuation coverage for a temporary period of time. If you have any questions about your COBRA rights under the benefit programs, consult the Attachments or the notices regarding COBRA furnished to you by the Plan Administrator, all of which are incorporated herein by this reference. Please contact the Plan Administrator if you have any questions.

You may have other options available to you when you lose group health plan coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace ("Marketplace"). By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

Continuation and reinstatement rights may also be available if you are absent from employment due to service in the Uniformed Services pursuant to the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended. More information about coverage available pursuant to this Act is included in the Attachments.

COBRA Notice Generally
Obligations

In certain circumstances, you have an obligation to notify the Plan Administrator in a timely manner of the occurrence of events that would provide you an opportunity to elect, or to extend the period of, COBRA continuation coverage, or that would result in the termination of COBRA continuation coverage before the end of the maximum period. For example, you must notify the Plan Administrator of a qualifying event that is your divorce or your dependent child losing eligibility for coverage. Also, to obtain an extension of the maximum period of COBRA continuation coverage, you must notify the Plan Administrator of the occurrence of a "second qualifying event" or of a determination by the Social Security Administration that a qualified beneficiary is disabled. You must also notify the Plan Administrator if, after electing COBRA continuation coverage, a qualified beneficiary becomes covered under another group health plan or enrolls in Medicare Part A or B or is determined by the Social Security Administration to be no longer disabled. Set forth below are procedures you must follow in order to provide these notices to the Plan Administrator. Notwithstanding anything stated below, however,

**COBRA Notice
Obligations
(Continued)**

the availability of COBRA continuation coverage is subject to the insurance company's determination that such coverage is available. Consult the Attachments for a further discussion of your rights and responsibilities under COBRA.

Notice in Case of Divorce or Child Ceasing to be a Dependent

For qualifying events that are the divorce of you (as the Employee) and spouse, or a dependent child's losing eligibility for coverage as a dependent child, the opportunity to elect COBRA continuation coverage will be available only if you notify the Plan Administrator within 60 days after the later of (i) the date the qualifying event occurs, and (ii) the date upon which the qualified beneficiary loses (or would lose) coverage under the Plan as a result of the qualifying event.

If you cancel coverage for your spouse in anticipation of a divorce, and a divorce later occurs, then the divorce may be considered a qualifying event for your ex-spouse, even though such spouse lost coverage earlier. If your ex-spouse notifies the Plan Administrator within 60 days after the later of (i) the date of the divorce, or (ii) the date the ex-spouse would otherwise have lost coverage under the Plan as a result of the divorce, and can establish that you canceled the coverage earlier in anticipation of the divorce, then COBRA continuation coverage may be available for the period after the divorce. You must use the notice procedures described under the heading below entitled "COBRA Notice Procedures."

Notice in Case of Disability

If any of the qualified beneficiaries is determined by the Social Security Administration to be disabled, the maximum COBRA continuation coverage period that results from your termination of employment or reduction of hours (generally 18 months) may be extended to a total of up to 29 months. The disability must have started at some time before the 61st day after your termination of employment or reduction of hours and must last at least until the end of the period of COBRA continuation coverage that would be available without the disability extension (generally 18 months). Each qualified beneficiary who has elected COBRA continuation coverage will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if you notify the Plan Administrator in writing of the Social Security Administration's determination, using the procedures described under the heading below entitled "COBRA Notice Procedures." Your notice must be provided within 60 days following the latest of (a) the date of the determination, (b) the date on which your termination of employment or reduction in hours occurs, or (c) the date on which you lose (or would lose) coverage under the Plan as a result of such qualifying event. Your notice must also be provided within 18 months after the later of (i) the date of your termination of employment or reduction in hours, or (ii) the date you lose (or would lose) coverage under the Plan as a result of such qualifying event. If these procedures are not followed, or if a written notice of a disability is not provided to the Plan Administrator within the required period, then you may not receive a disability extension of the COBRA continuation coverage period.

If the qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify the Plan Administrator in writing of that fact within 30 days after the Social Security Administration's determination, using the procedures described under the heading below entitled "COBRA Notice Procedures." The Plan reserves the right to retroactively cancel COBRA continuation coverage for the period that is after the date of the Social Security Administration's determination that the qualified beneficiary is no longer disabled (but not before the expiration of the period of COBRA continuation coverage that would be available without the disability extension), and will require reimbursement of all benefits paid during such period.

**COBRA Notice
Obligations
(Continued)**

Notice in Case of Second Qualifying Event

An extension of coverage will be available to spouses and dependent children who are receiving COBRA continuation coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following your termination of employment or reduction of hours. The maximum amount of COBRA continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include your death, divorce, or a dependent child's ceasing to be eligible for coverage as a dependent under the Plan, but do not include a termination of employment. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when you become entitled to Medicare).

This extension due to a second qualifying event is available only if you notify the Plan Administrator in writing within 60 days after the later of (a) the date the second qualifying event occurs, or (b) the date the qualified beneficiary would lose coverage under the Plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under the Plan) that you want to extend your COBRA continuation coverage. In providing your notice, you must use the procedures described under the heading below entitled "COBRA Notice Procedures." If these procedures are not followed, or if a written notice of a second qualifying event is not provided to the Plan Administrator within the required period, then you may not receive an extension of the COBRA continuation coverage period due to a second qualifying event.

Notice in Case of Medicare Entitlement or Coverage Under Another Group Health Plan After Electing COBRA

If, after electing COBRA continuation coverage, a qualified beneficiary becomes covered under another group health plan (and any preexisting condition exclusions of that other plan for a preexisting condition of the qualified beneficiary have been exhausted or satisfied) or enrolls in Medicare Part A or B, you must notify the Plan Administrator in writing within 30 days of such event. You must use the notice procedures described under the box below entitled "COBRA Notice Procedures." The Plan reserves the right to retroactively cancel COBRA continuation coverage for

the period after the date of commencement of other group health plan coverage (after exhaustion or satisfaction of any preexisting condition exclusions applicable to a preexisting condition of a qualified beneficiary) or Medicare entitlement and will require reimbursement of all benefits paid during such period.

****COBRA Notice Procedures****

Any notice you provide must be in writing. Oral notice, including notice by telephone, is not acceptable. You must mail or hand-deliver your notice to the COBRA administrator for the applicable group health plan at the applicable address below:

Medical, Dental, and Vision:

United Healthcare Insurance Company
Care of Plan Administrator: Fischer Management, LLC
P.O. Box 713082
Cincinnati, OH 45271-3082
866-747-0048

If mailed, your notice must be postmarked no later than the last day of the required notice period. If hand-delivered, your notice must be received by the COBRA administrator no later than the last day of the required notice period. Any notice you provide must state the (i) the name of the Plan for which COBRA continuation coverage is being provided, (ii) your name and address, and (iii) the name(s) and address(es) of the qualified beneficiaries. All of the information must be submitted on the “**COBRA Continuation Coverage Election Notice**” form, which is available upon request from the Plan Administrator at the address and phone number given in this Summary Plan Description.

Your notice of eligibility for coverage, or of actual coverage, under another group health plan or of eligibility for coverage under, or enrollment in, Medicare Part A or B must identify the qualified beneficiary so covered or enrolled and must specify the date eligibility, coverage or enrollment first became effective.

Your notice of a second qualifying event also must name the qualifying event and the date it occurred. If the qualifying event is a divorce, your notice must include a copy of the divorce decree.

Your notice of disability must also include the name of the disabled qualified beneficiary, the date when the qualified beneficiary became disabled and the date the

Social Security Administration made its determination that the qualified beneficiary was disabled or was no longer disabled. Your notice of disability must include a copy of the Social Security Administration's determination.

5. Summary of Plan Benefits

Benefits and Contributions

The Plan provides you and your eligible dependents with certain benefits, including group health insurance benefits. A summary of the benefits provided under the Plan is set forth in the Attachments. The component benefit programs of the Plan that provide health benefits may utilize a network of providers. If applicable, a listing of providers is available on the website referred to in the Attachments and also by calling the telephone number on your applicable ID card to request a copy.

The cost of the benefits provided through the health component benefit programs will be funded in part by our contributions and in part by your contributions. We will determine and periodically communicate your share of the cost of the benefits provided through each component benefit program, and we may change that determination at any time. The cost of certain other benefits provided through component benefit programs such as the life insurance, short-term disability and long-term disability components will be funded by us. The cost of certain additional optional or voluntary component benefit programs such as the voluntary life & AD&D component will be funded by your own contributions.

Where applicable, we will make our contributions in an amount that (in our discretion) is at least sufficient to fund the benefits or a portion of the benefits that are not otherwise funded by your contributions. With respect to the fully-insured component benefit programs, we will pay our contribution and your contributions, if applicable, to an insurance carrier. Your contributions toward the cost of a particular benefit will be used in their entirety prior to using our contributions to pay for the cost of such benefit.

Qualified Medical Child Support Orders

With respect to a component benefit program that is a group health plan, the Plan will also provide benefits as required by any qualified medical child support order, or "QMCSO" (defined in ERISA § 609(a)), and will provide benefits to dependent children placed with participants or beneficiaries for adoption under the same terms and conditions as apply in the case of dependent children who are natural children of participants or beneficiaries, in accordance with ERISA § 609(c). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

Plan's Right to Recover

If, for any reason, any benefit under the Plan is erroneously paid or exceeds the amount appropriately payable under the Plan to you or one of your dependents, you (or your dependent) shall be responsible for refunding the overpayment to the Plan. In addition, if the Plan makes any payment that, according to the terms of the Plan, should not have been made, the insurance companies, third party administrators, Plan Administrator, or Company (or designee) may recover that incorrect payment, whether or not it was made due to the insurance companies', third party administrators', or Plan Administrator's (or its designee's) own error, from the person to whom it was made or from any other appropriate party. As may be permitted in

the sole discretion of the Plan Administrator, the refund or repayment may be made in one or a combination of the following methods: (a) in the form of a single lump-sum payment, (b) as a reduction of the amount of future benefits otherwise payable under the Plan, (c) as automatic deductions from pay, or (d) any other method as may be required or permitted in the sole discretion of the Plan Administrator or the insurance companies or third party administrators. The Plan may also seek recovery of the erroneous payment or benefit overpayment from any other appropriate party.

6. How the Plan Is Administered

Plan Administration	The administration of the Plan is under the supervision of the Plan Administrator. We have designated the Payroll Department at Fischer Management, LLC to act on behalf of the Plan Administrator. The Payroll Department may further delegate to individuals or other employees within the Company any portion of the authority and responsibility with respect to the Plan.
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The principal duty of the Plan Administrator is to see that the Plan functions according to its terms, and for the exclusive benefit of persons entitled to participate in the Plan. Unless provided otherwise in the Attachments, the administrative duties of the Plan Administrator include, but are not limited to, interpreting the Plan, prescribing applicable procedures, determining eligibility for and the amount of benefits, authorizing benefit payments and gathering information necessary for administering the Plan.

Power and Authority of Insurance Company or TPA	All benefits under the Plan except the short-term disability benefit are fully-insured. The short-term disability benefit is self-insured and is administered by a designated third-party administrator (a "TPA") as described in the Attachments
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As provided in the Attachments, or unless otherwise provided, the applicable insurance company or TPA is responsible for (1) determining eligibility for and the amount of any benefits payable under the component benefit program, and (2) prescribing claims procedures to be followed and the claims forms to be used by Employees pursuant to the component benefit program. The insurance company or TPA is the Named Fiduciary for purposes of determining benefits and for purposes of benefit appeals. The applicable insurance company or TPA also has the authority to require eligible individuals to furnish it with such information as it determines is necessary for the proper administration of the Plan.

Questions	If you have any general questions regarding the Plan, please contact the Plan Administrator.
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However, if you have any question regarding your eligibility for, or the amount of, any benefit payable under the component benefit programs, please contact the applicable insurance company or TPA.

7. Circumstances Which May Affect Benefits

Denial or Loss of Benefits Your benefits (and the benefits of your eligible family members) will cease when your participation in the Plan terminates. See Section 4 above.

Your benefits will also cease on termination of the Plan.

Depending on the reason that coverage was terminated, you and your covered spouse and dependents may have the right to continue coverage temporarily under COBRA and USERRA.

The Plan may recover overpaid benefits through its rights to subrogation and reimbursement. These Plan rights are described in detail in the Attachments.

Other circumstances can result in the termination, reduction or denial of benefits. You should consult the Attachments for additional information.

8. Amendment or Termination of the Plan

Amendment or Termination The Company, as Plan Sponsor, has the right to amend or terminate the Plan at any time. The Plan may be amended or terminated by a written instrument duly adopted by the Company or any of its delegates.

The President, or other authorized officer or employee of the Company, may sign insurance contracts or other governing documents for this Plan on behalf of the Company, including amendments to those contracts or documents, and may adopt (by a written instrument) amendments to the Plan that he or she considers to be administrative in nature or advisable to comply with applicable law.

9. Claims Procedures

Claims for Benefits For purposes of the determination of the amount of, and entitlement to, benefits of the component benefit programs, the applicable insurer or TPA is the Named Fiduciary under the Plan, with the full power to interpret and apply the terms of the Plan as they relate to the benefits provided under the insurance contract or other governing plan document.

To obtain benefits from the insurer or TPA, you must follow the claims procedures under the insurance contract or other governing plan document, which may require you to complete, sign and submit a written claim on the insurer's or TPA's form. In that case, the form is available from the Plan Administrator. The insurance company or TPA will decide all claims in accordance with its reasonable claims procedures, as required by ERISA.

If your claim is denied, you may appeal to the insurance company or TPA for a review of the denied claim. The insurance company or TPA will decide your appeal in accordance with its reasonable claims procedures, as required by ERISA. If an appeal is not timely made, you will lose your right to file suit in a state or federal court, as you will not have exhausted all internal administrative appeal rights (which is generally a prerequisite to bringing a suit in state or federal court).

External review of your claim by an independent review organization may be available for certain component benefit programs.

The Attachments contain more information about the procedures for filing a claim, the applicable insurance company's or TPA's claim and appeal procedures and the availability of external review.

**Default
Procedures**

To the extent that any governing documents for such component benefit programs do not provide legally sufficient claims procedures, or in the event that any claims procedures of a component benefit program are contrary to applicable law under ERISA, then separate claims procedures will be provided to you. Please see the Plan Administrator for further details or if you have questions regarding the claims review procedures that apply to you.

10. Miscellaneous Provisions

**Interpretive
Authority**

Except as specifically otherwise provided in the Attachments (such as an insurance company's or TPA's authority to determine eligibility for and the amount of any benefits payable under the applicable component benefit program), the Plan Administrator has the full and final discretionary authority to decide all questions or controversies of whatever character arising in any manner between any parties or persons in connection with the Plan or the interpretation thereof, including, without limitation, the construction of the language of the Plan and the Summary Plan Description thereunder. Any writing, decision, determination of benefit eligibility or any other determination or instrument created by the Plan Administrator in connection with the operation of the Plan shall be binding upon all persons dealing with the Plan or claiming any benefits thereunder, except to the extent that the Plan Administrator may subsequently determine, in its sole discretion, that its original decision was in error, or to the extent such decision may be determined to be arbitrary or capricious by a court or other entity having jurisdiction over such matters.

**No Vesting of
Participant
Benefits**

No Employee participating in the Plan shall have any vested or nonforfeitable right to any coverage under any component benefit program under the Plan by reason of participation herein.

**No Contract of
Employment**

The Plan is not intended to be, and may not be construed as constituting, a contract or other arrangement between the Company and you giving the right for you to be employed for any specific period of time.

11. Statement of ERISA Rights

Your Rights	As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:
Receive Information About Your Plan and Benefits	<p>Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.</p> <p>Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.</p> <p>Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which the Company, as Plan Administrator, is required by law to furnish each participant with a copy of this summary annual report.</p>
COBRA and HIPAA Rights	<p>Continue health care coverage for yourself, your spouse or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.</p> <p>Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided with a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.</p>
Prudent Actions by Plan Fiduciaries	In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people who operate your Plan, called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
Enforce Your Rights	If your claim for a welfare benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, 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 Company, as Plan Administrator, to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan (discussed in Section 9), 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 your 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 contact 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.

Attachments

Attachment #1: H.S.A Plus Benefit Summary, H.S.A. Basic Benefit Summary, and PPO Benefit Summary, H.S.A. Plus Summary of Benefits and Coverage, H.S.A. Basic Summary of Benefits and Coverage, PPO Summary of Benefits and Coverage, H.S.A. Prescription Drug Benefit Summary, and PPO Prescription Drug Benefit Summary.

- Important note for those participants enrolled in the United Healthcare medical insurance plan: With respect to the Plan's coverage of dental services related to accidental injury, please review the terms of the applicable member certificate of coverage. To the extent the certificate of coverage provides coverage of accident-related dental services, an injury resulting from chewing or biting will be considered an accidental injury where the chewing or biting results from an act of domestic violence or directly from a medical condition.

Attachment #2: Dental Basic Benefit Summary, Dental Plus with Ortho Benefit Summary, Dental Basic Certificate of Coverage, Dental Plus with Ortho Certificate of Coverage, Dental Basic Policy, and Dental Plus with Ortho Policy

Attachment #3: Lincoln Basic Life-Class 1 Certificate; Lincoln Basic Life-Class 2 Certificate; Lincoln Basic Life Policy; Lincoln Long Term Disability-Class 1 Certificate; Lincoln Long Term Disability-Class 2 Certificate; Lincoln Long Term Disability Policy; Lincoln Short Term Disability Policy; Lincoln Voluntary Accidental Death and Dismemberment Policy; Lincoln Voluntary Accidental Death and Dismemberment-Class 1 Certificate; Lincoln Voluntary Accidental Death and Dismemberment-Class 2 Certificate; Lincoln Voluntary Accidental Death and Dismemberment-Class 3 Certificate; Lincoln Voluntary Life-Class 1 Certificate; Lincoln Voluntary Life-Class 2 Certificate

Attachment #4: Flexible Spending Benefits Plan Summary Plan Description; FSA Claim Form; FSA Website Instructions; FSA Eligible Ineligible List; and 2021 Flexible Spending and Dependent Care.

Attachment #5: UHC Vision Plus Certificate of Coverage; Vision Plus Policy; Vision Plus Benefit Summary

Attachment #6: MetLife Statement of Coverage; How to use the Plan; Legal Plans Product Overview