

July 1, 2018
SUMMARY PLAN DESCRIPTION
FOR
PLEXUS CORP. 401(K) RETIREMENT PLAN

Employer Identification Number: 39-1344447
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 July 1, 2018. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before July 1, 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 Plexus Corp. 401(k) Retirement 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**.
- You may elect to convert certain portions of your Account that are not already attributable to Roth 401(k) Contributions to In-Plan Roth Rollover Contributions, which are treated similarly to Roth 401(k) Contributions. 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**.
- You are not permitted to make employee contributions to the Plan on a post-tax basis (After-Tax Contributions). However, your Account may include amounts attributable to After-Tax Contributions made to the Plan under provisions that are no longer in effect. For more information, see **YOUR CONTRIBUTIONS: AFTER-TAX 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**.
- 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 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 After-Tax Contributions or 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 After-Tax Contributions or 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 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.)

Plexus Corp. Retirement Committee
One Plexus Way
P.O. Box 156
Neenah, WI 54957-0529
(920) 751-3559

SPONSOR

Plexus Corp.
One Plexus Way
P.O. Box 156
Neenah, WI 54957-0529

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER

39-1344447

PLAN NUMBER

001

OTHER ADOPTING EMPLOYERS

Plexus Management Services Corp.

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 Administrator or the Trustee at its address listed above.

ELIGIBILITY TO PARTICIPATE

If you were eligible to make contributions to the Plan and/or receive Employer Contributions before July 1, 2018, you will continue to be eligible after July 1, 2018, provided you are still a Covered Employee, as described below. If you were *not* already eligible to make contributions to the Plan and/or receive Employer Contributions before July 1, 2018, you will become eligible after satisfying the eligibility requirements described below.

ELIGIBILITY REQUIREMENTS

To participate in the Plan with respect to any type of contribution, you must satisfy the applicable eligibility requirements. The eligibility requirements for each contribution type are:

- 401(k) Contributions and Rollover Contributions. For eligibility to make 401(k) Contributions and Rollover Contributions, you must be a Covered Employee, as described in **COVERED EMPLOYEES** below. Age and/or Eligibility Service requirements also apply to certain employee groups. The provisions

describing the applicable age and/or Eligibility Service requirements for each employee group are found in an Addendum to this summary.

- **Safe Harbor Matching Contributions.** For eligibility to receive Safe Harbor Matching Contributions you must be a Covered Employee, as described in **COVERED EMPLOYEES** below. Age and/or Eligibility Service requirements also apply to certain employee groups. The provisions describing the applicable age and/or Eligibility Service requirements for each employee group are found in an Addendum to this summary.

COVERED EMPLOYEES

You are a Covered Employee if:

- you are a common law employee of the Employer.

OR

- you are self-employed (e.g., a partner) and receive income for personal services performed for the Employer (but are not an independent contractor with respect to 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 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.

DATE OF PARTICIPATION

You may make contributions to the Plan and receive Employer Contributions (provided you satisfy any allocation requirements) beginning on the date you meet the applicable eligibility requirements described above or in the referenced Addendum.

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 if you were eligible to participate at the time you terminated employment. Otherwise, you will be eligible to participate when you have met the requirements above.

ELIGIBILITY SERVICE

Crediting Eligibility Service

The Plan may credit Eligibility Service differently for different contribution types and for different employee groups. The different methods for crediting Eligibility Service are described below. The crediting method used for each employee group is described in an Addendum to this summary.

- **Elapsed Time Crediting Method:** You are credited with Eligibility Service under the elapsed time crediting method 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 Eligibility Service for the period that you were absent from work.

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

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

Unless you are excluded from participating in the automatic contribution arrangement or you elect otherwise, beginning on the date you are first eligible to make 401(k) Contributions, your Employer will automatically withhold 4% of your Compensation each payroll period as 401(k) Contributions. You are excluded from the automatic contribution arrangement if:

- you became eligible to make 401(k) Contributions before January 1, 2012, unless you made no affirmative election regarding 401(k) Contributions. If you terminate employment and are rehired after that date or you transfer to other employment and transfer back to employment as a Covered Employee after that date, you will be covered by the automatic contribution arrangement following your rehire or transfer.

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 automatic 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 4% 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 15% 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 are not eligible to participate in the automatic contribution arrangement described in **Automatic Contribution Arrangement – Automatic Enrollment** above.
- you opt out of the automatic contribution arrangement (described in **Automatic Contribution Arrangement – Automatic Enrollment** above) by electing not to make 401(k) Contributions at all.

The automatic increase will apply the first day of each calendar year (the "adjustment date") and will be implemented beginning on that date. The first increase will apply with the first adjustment date after the first date automatic 401(k) Contributions were made for you under the automatic contribution arrangement described above. 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 15% of your Compensation, your 401(k) Contributions will be increased only as necessary to reach that amount, unless 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 the same conditions that elections out of the automatic contribution arrangement expire. (See **Automatic Contribution Arrangement – Automatic Enrollment** above.)

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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) 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 up to 75% 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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) 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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) 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.

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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) If any administrative procedures apply to your election (e.g., 401(k) Contributions cannot resume until after a required suspension period), 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.

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

Slightly different rules apply to In-Plan Roth Rollover Contributions attributable to "distributable amounts" (amounts held in your Account that you may withdraw or receive from the Plan and that would be eligible for direct rollover to another plan) and In-Plan Roth Rollover Contributions attributable to "non-distributable amounts" (amounts held in your Account that you are not able to withdraw or receive under the terms of the Plan).

In-Plan Roth Rollovers of Distributable Amounts: If you could receive a non-hardship withdrawal, as described in **Special Withdrawal Options** below, 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.

Special Withdrawal Options: The Plan allows special "withdrawals" that are available only for purposes of letting you convert amounts held in your Account to In-Plan Roth Rollover Contributions. You may convert amounts attributable to the following if you satisfy the specified conditions, if any:

- Rollover Contributions (other than Designated Roth Rollover Contributions), provided you have reached age 59 1/2.
- Pre-Tax 401(k) Contributions, provided you have reached age 59 1/2.
- Safe Harbor Matching Contributions, provided you have reached age 59 1/2.
- Prior Matching Contributions, provided you have reached age 59 1/2.

Your In-Plan Roth Rollover Contributions attributable to distributable amounts 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**.

In-Plan Roth Rollovers of Non-Distributable Amounts: Except as otherwise provided below, you may convert your Vested Interest in amounts held in your Account that are not currently distributable to you to In-Plan Roth Rollover Contributions. The Plan restricts the contribution sources that may be converted to In-Plan Roth Rollover Contributions. Amounts attributable to the following contributions may be converted:

- Rollover Contributions (other than Designated Roth Rollover Contributions).
- Pre-Tax 401(k) Contributions.
- Safe Harbor Matching Contributions.
- Prior Matching Contributions.

Your Vested Interest in the contribution source you are converting must be 100%. Otherwise, you may not even convert the vested portion to In-Plan Roth Rollover Contributions. You may not convert any portion of your Account that is being held as collateral for a Plan loan.

Your In-Plan Roth Rollover Contributions attributable to non-distributable amounts continue to be subject to the same distribution requirements and restrictions that applied before they were converted. For example, if the Plan permits in-service withdrawals of a contribution source at age 59 1/2 and you convert all or a portion of that contribution source to In-Plan Roth Rollover Contributions when you are age 55, you will not be able to withdraw those In-Plan Roth Rollover Contributions until you reach age 59 1/2.

AFTER-TAX CONTRIBUTIONS

Your Account may include After-Tax Contributions you made to the Plan under provisions that are no longer effective. You are no longer permitted to make After-Tax Contributions to the Plan. The After-Tax Contributions in your Account will be held under the Plan until they are distributable under the Plan's terms.

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 have made 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 Plan Year if you are a Covered Employee at any time during that Plan Year.

If you are eligible, each Plan Year 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 Plan Year.

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.

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

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%.

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.

The Plan provides for investment in Employer stock. Investments in publicly-traded Employer stock are subject to diversification rules that are phased in beginning with the 2007 Plan Year. These rules are intended to protect your ability to move your investments out of Employer stock and apply immediately to your investment of 401(k) Contributions and After-Tax Contributions. These rules apply to your investment of Employer Contributions after you have 3 years of Vesting Service. If you have questions regarding the diversification rules, you should contact the Administrator.

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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) 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: T. Rowe Price Retirement Trust 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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) 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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) 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.

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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) 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).

ACCOUNTS UNAVAILABLE FOR LOAN

Loans may not be made from the following:

- the portion of your Account attributable to all Employer Contributions. However, such amounts are **included** in determining the maximum amount of any loan that may be made to you.

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 2 outstanding Plan loans are permitted at any time.
- **Prepayment of full outstanding balance:** permitted without penalty.
- **Rollover of loans:** you may not roll over any loan note.
- **Principal residence loans:** may **not** exceed the 5-year maximum period applicable to other Plan loans.

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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.)

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:

- **After-Tax Contributions** at any time.
- **Rollover Contributions** at age 59 1/2.
- **Designated Roth Rollover Contributions** at age 59 1/2.
- **In-Plan Roth Rollover Contributions** at any time. This only applies to amounts converted when they were already distributable. Amounts converted when they were not distributable are subject to the same withdrawal/distribution rules in effect before the conversion..
- **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:

- **Safe Harbor Matching Contributions** at age 59 1/2.
- **Prior Qualified Nonelective Contributions** at 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.

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, you may withdraw 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.

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).***
- ***After-Tax Contributions.***
- ***Rollover Contributions.***
- ***Designated Roth Rollover Contributions.***
- ***Prior Nonelective Contributions.***
- ***Prior Matching Contributions.***
- In-Plan Roth Rollover sources except those originating from Safe Harbor 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, your primary Beneficiary, 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, your primary Beneficiary, 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, primary Beneficiary, 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, without regard to the rules (1) prohibiting persons treated as dependents from claiming dependents of their own, (2) precluding persons who file a joint return with their Spouse from being claimed as dependents, and (3) precluding persons who have gross income for the year equal to or greater than the exemption amount from being claimed as dependents. Your primary Beneficiary is a person you have named as having an unconditional right to all or part of your Account upon your death.

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

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 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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.)

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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.) 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.

The Value of your Rollover Contributions will not be included in determining whether the Value of your Account is more than \$5,000.

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.

Even if the Value of your Rollover Contributions is **not** included in determining whether your Account will be cashed out as described in **CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION** above, if your Account is cashed out, the Value of your Rollover Contributions **will** be included in the amount distributed to you and **will** be included in determining whether the Value of your Account exceeds \$1,000, so that it is subject to the automatic rollover rules.

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.
- **Distribution in kind:** Instead of receiving a cash distribution from the Plan, you may elect to receive distribution of the part of your Account that is invested in Employer stock in kind. Distribution in kind means distribution of the actual assets in which your Account is invested. Partial shares of stock held in your Account will not be distributed to you. Instead, you will receive a cash distribution of the Value of any partial shares.
- **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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.)

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. (The Service Provider's website includes a toll-free number you can call if you prefer to work with an individual.)

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 surviving children in equal shares, or if you have no surviving children, 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

ERISA requires a Plan to establish and maintain procedures governing the filing of benefit claims, notification of benefit determinations, and appeal of adverse benefit determinations. These procedures are set forth in the **PLAN CLAIMS PROCEDURES** Addendum to this booklet.

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 the **PLAN CLAIMS PROCEDURES** Addendum to this booklet.

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 the **PLAN CLAIMS PROCEDURES** Addendum to this booklet) 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

Account	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
Administrator	The fiduciary responsible for the administration of the Plan.
After-Tax Contribution	Any contribution you elected to make to your Account on an after-tax basis. Although your After-Tax Contributions are taxed before contributed, any earnings on them accumulate tax-free until they are distributed to you under the terms of the Plan.
Beneficiary	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
Catch-Up 401(k) Contribution	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.
Catch-Up Limit	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.
Compensation	<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 paid to you for employment covered under the Plan that would be reported as income on Form W-2.</p> <p>Compensation includes the following:</p> <ul style="list-style-type: none">• 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.• differential pay you receive from the Employer for periods that you are absent because of military service.• 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.• pay you receive after termination of employment for accrued vacation or other leave, provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.• deferred compensation you receive from a non-qualified plan after termination of employment, provided payment is made before the later of 2 1/2 months following termination or the end of the year in which

termination occurs **and** you would have received the payment even if your employment had continued.

Notwithstanding the foregoing, Compensation does not include the following:

- reimbursements and other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits.
- amounts realized from the exercise of any non-qualified stock option, or when restricted stock (or property) you hold either becomes freely transferable or is no longer subject to a substantial risk of forfeiture and amounts realized from the sale, exchange, or other disposition of stock acquired under a qualified stock option.
- severance and benefit payments from the non-qualified plan; Compensation earned while not a Participant for the relevant contribution.

Your Compensation if you are self-employed means your earnings for personal services you performed for the business covered by the Plan.

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.

Eligibility Service

The service credited to you that is used for determining whether you are eligible to participate in the Plan.

Employer

A company that participates in the Plan. Employers that have adopted the Plan include the Sponsor and the following: Plexus Management Services Corp.. 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.

<i>In-Plan Roth Rollover Contribution</i>	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.
<i>Investment Fiduciary</i>	The fiduciary responsible for determining the investment options available under the Plan.
<i>Matching Contribution</i>	Any Employer Contribution your Employer makes to your Account because of your 401(k) Contributions to the Plan, as described in detail in EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS.
<i>Normal Retirement Age</i>	The date you are entitled to retire with full benefits. Your Normal Retirement Age is the date you reach age 65.
<i>Normal Retirement Date</i>	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.
<i>Plan</i>	The Plexus Corp. 401(k) Retirement Plan.
<i>Plan Year</i>	The period on which the Plan's records are kept. The Plan Year is the 12-month period beginning each January 1st.
<i>Pre-Tax 401(k) Contribution</i>	Any 401(k) Contribution made to the Plan on a before-tax basis.
<i>Prior Matching Contribution</i>	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.
<i>Prior Nonelective Contribution</i>	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.
<i>Related Company</i>	Any company or business that is considered to be related to an Employer under federal tax law.
<i>Rollover Contribution</i>	Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.
<i>Roth 401(k) Contribution</i>	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.
<i>Safe Harbor Matching Contribution</i>	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.

<i>Service Provider</i>	The entity to which certain administrative functions have been assigned by the Sponsor. For more information, see PLAN IDENTIFICATION INFORMATION: SERVICE PROVIDER .
<i>Severance Date</i>	The date your employment terminates or you are absent from work (without terminating employment) for 1 year.
<i>Sponsor</i>	The company that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is Plexus Corp.
<i>Spouse</i>	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.
<i>Trustee</i>	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.
<i>Value</i>	The monetary worth of the contributions and investment earnings and losses on such contributions in your Account.
<i>Vested Interest</i>	The percentage of the Value of your Account that you are entitled to receive upon distribution.

ADDENDUM RE: DIFFERENT ELIGIBILITY REQUIREMENTS FOR DIFFERENT EMPLOYEE GROUPS

This Addendum describes the requirements that apply to different employee groups to become eligible to make or receive contributions under the Plan. To find out what, if any, eligibility requirements apply to you, find the group to which you belong and review the provisions applicable to that group. (If different eligibility requirements apply to your employee group, your group may appear in several different places. Similarly, you may belong to different employee groups for different types of contributions. You should review the entire Addendum to be certain you identify all the special provisions that apply to you.)

ELIGIBILITY REQUIREMENTS FOR EMPLOYEE CONTRIBUTIONS

The requirements applicable to each employee group for eligibility to make 401(k) and Rollover Contributions are described below.

Employee Group: Interns and temporary Employees.

If you are a member of this employee group, to be eligible to make 401(k) and Rollover Contributions, you must satisfy the following requirements:

- be a Covered Employee.
- complete one year of Eligibility Service.

Eligibility Service is credited using the elapsed time method.

Employee Group: All other Employees.

If you are a member of this employee group, to be eligible to make 401(k) and Rollover Contributions, you must satisfy the following requirements:

- be a Covered Employee.

ELIGIBILITY REQUIREMENTS FOR SAFE HARBOR CONTRIBUTIONS

The requirements applicable to each employee group for eligibility to receive Safe Harbor Matching Contributions are described below.

Employee Group: Interns and temporary Employees

If you are a member of this employee group, to be eligible to receive Safe Harbor Matching Contributions, you must satisfy the following requirements:

- be a Covered Employee.
- complete one year of Eligibility Service.

Eligibility Service is credited using the elapsed time method.

Employee Group: All other Employees

If you are a member of this employee group, to be eligible to receive Safe Harbor Matching Contributions, you must satisfy the following requirements:

- be a Covered Employee.

**ADDENDUM:
PLAN CLAIMS PROCEDURES**

The provisions of this Addendum describe the procedures used by the Plan whenever a claimant's request under the Plan is denied, in whole or in part. A "**claimant**" is any person who either (i) makes a claim for benefits under the Plan or (ii) seeks a remedy under any provision of ERISA or other applicable law in connection with any question regarding a benefit under the Plan. A Participant or the Participant's Beneficiary may be a claimant under the Plan.

A claimant may authorize a representative to act on his or her behalf with respect to any claim under the Plan. The representative must provide satisfactory evidence to the Administrator of the representative's authority to act for the claimant, such as a letter of authority with the claimant's notarized signature. To the extent consistent with the authority granted by a claimant to his or her representative, references to the claimant in these claims procedures include the claimant's representative.

The Administrator may review claims under the Plan or may delegate that authority to an appropriate claims adjudicator. References in these claims procedures to the Administrator include any claims adjudicator acting on behalf of the Administrator.

Benefit claim determination shall be made based on the applicable provisions of the Plan document and any documents of general application that interpret the Plan provisions and are maintained by the Employer or the Administrator for purposes of making benefit determinations. The Administrator shall take such steps as are necessary to ensure and verify that benefit claim determinations are made in accordance with such documents and that the Plan provisions are being applied consistently with respect to similarly situated claimants.

All notices to claimants will be written in a manner calculated to be understood by the claimant.

LIMITATION ON CLAIMS RELATED TO IMPLEMENTATION OF INVESTMENT ELECTIONS

A claimant alleging that there has been a failure or error in implementing investment directions with respect to an Account must file a claim with the Administrator on or before the earlier of

- 60 days from the mailing of a trade confirmation, account statement, or other document, from which the alleged error can be discovered, or
- one year from the date of the transaction related to the alleged error.

If a claim is filed outside of that period, any recovery will be limited to the benefit that would have been determined if the claim were timely filed. Therefore, any adjustments for investment experience will be calculated only for such period.

STANDARD CLAIMS PROVISIONS

The standard claims provisions apply to any claim that does **not** require a determination under the Plan as to whether or not a claimant is disabled. The standard claims provisions also apply if a claim requires a disability determination, but that determination is made outside the Plan for reasons other than determining eligibility for a Plan Benefit. Examples of this are where the disability determination is based solely on whether the claimant is entitled to disability benefits under either the Social Security Act or the Employer's long term disability plan.

INITIAL REVIEW

Review Period. Generally, the Administrator has 90 days from the date on which a claim is filed in which to review the claim and render a decision. This review period may be extended with the voluntary consent of the claimant or if the Administrator determines that special circumstances require an extension. If special circumstances require an extension, the Administrator will notify the claimant before the end of the initial review period that additional review time is necessary. The notice will:

- describe the special circumstances requiring a delay; and
- specify the date a decision is expected to be made.

The Administrator cannot extend the review period beyond an additional 90 days, unless the claimant voluntarily agrees to a longer extension.

If the Administrator requires additional information from the claimant in order to process the claim, the Administrator has discretion to decide whether to request the information and extend the initial review period as described in this section or, instead, to deny the claim on the basis that there is not sufficient information to proceed. If the Administrator notifies the claimant that additional information is needed, the notice may also serve as a denial notice if it clearly states that unless the claimant provides the requested information within the prescribed time period, the claim will be denied for failure to provide sufficient information. A combined notice must provide both the information described above and the information under "*Denial Notice*" below.

Denial Notice. The notice denying a claimant's claim will contain the following information:

- the specific reasons for the denial of the claim;
- specific reference to pertinent Plan provisions on which the denial is based;
- a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such information is necessary;
- a description of the Plan's appeal procedures; and
- a statement that if the claimant appeals an adverse benefit determination in accordance with the Plan's procedures and the reviewing fiduciary's decision on appeal is adverse to the claimant, no further administrative review is required, and the claimant then has a right to bring a civil action under ERISA Section 502(a).

The notice shall also include a statement advising the claimant that, within 60 days of the date on which he receives such notice, he may appeal the adverse benefit determination in accordance with the appeal procedures described below.

APPEAL OF ADVERSE BENEFIT DETERMINATION

Filing an Appeal. Within the 60-day period beginning on the date the claimant receives notice of the adverse benefit determination, the claimant may appeal the determination by filing with the Administrator a written request that contains the following information:

- the date on which the claimant's appeal request was received by the Administrator; provided that the date on which the appeal request was in fact received by the Administrator shall control in the event that the date of the actual filing is later than the date stated by the claimant;
- the specific portions of the denial of his claim which the claimant requests the Administrator (or other reviewing fiduciary) to review;
- a statement by the claimant setting forth the basis upon which he believes the Administrator should reverse its previous denial of his claim for benefits and accept his claim as made; and
- any written or other material (offered as exhibits) which the claimant desires the Administrator to examine in its review of the adverse benefit determination.

Review on Appeal. If a claimant files a timely appeal, the Plan shall provide a full and fair review of the adverse benefit determination in accordance with the following:

- **Free Access to Information.** Upon request, the Plan shall provide the claimant reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim. No fee may be charged for such access and/or copies.
- **Record on Appeal.** In reviewing the claimant's appeal, the Administrator shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- **Timing.** Generally, the Administrator has 60 days from the date on which it received the claimant's appeal request in which to consider the appeal and render a decision. This review period may be extended with the voluntary consent of the claimant or if the Administrator determines that special circumstances require an extension. If special circumstances require an extension, the Administrator will notify the claimant before the end of the initial review period that additional review time is necessary. The notice will:
 - describe the special circumstances requiring a delay; and
 - specify the date a decision is expected to be made.

The Administrator cannot extend the review period beyond an additional 60 days, unless the claimant voluntarily agrees to a longer extension.

The Administrator may review a claimant's appeal itself or appoint a separate appeals fiduciary to conduct the review.

Denial of Appeal. If the Administrator decides for whatever reason to deny, whether in whole or in part, a claimant's appeal of an adverse benefit determination, the Administrator's decision shall be written in a manner calculated to be understood by the claimant and shall contain the following information:

- the specific reasons for the adverse determination;

- specific reference to pertinent Plan provisions on which the determination is based;
- a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim;
- a statement describing any voluntary review procedures and the claimant's right to obtain copies of such procedures; and
- a statement of the claimant's right to bring an action under ERISA Section 502(a) and a description of any applicable contractual limitation period that applies to the claimant's right to bring such an action.

BRINGING A CIVIL ACTION UNDER ERISA

Before bringing a civil action under ERISA, a claimant must exhaust the remedies provided under the Plan's claims procedures. This means the claimant must have (1) submitted a timely claim for benefits under the Plan, (2) received notice of an adverse benefit determination, (c) filed a timely appeal, and (d) received an adverse benefit determination on appeal.

A claimant must file a civil claim within 12 months of receiving a final adverse determination on appeal. If a claimant does not pursue or exhaust the claims review procedures under the Plan, the 12-month period runs from the date the claimant would allegedly have become entitled to the claimed benefit.

Any civil action by a claimant must be based only on the issues identified during the administrative review process. Judicial review will be limited to the Plan document and the record developed during the administrative review process.
