

McLANE COMPANY, INC.
PROFIT SHARING PLAN
SUMMARY PLAN DESCRIPTION
EFFECTIVE JANUARY 1, 2021

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THE PLAN IN GENERAL

The McLane Company, Inc. Profit Sharing Plan (the Plan) offers you an easy way to save for the future based on the money both you and McLane Company, Inc. (the Company) contribute. The Plan allows you to have amounts automatically deducted from your salary and put into the Plan. You can also choose whether to have these salary deductions taxed now or taxed later. If you elect to have the salary deductions taxed later, you will not pay federal income taxes when these contributions are deducted from your pay, and in many states you will not pay state income taxes either. If you elect to have them taxed now, your salary deductions (referred to as “Roth contributions”), will be subject to federal and state income tax when they are deducted from your pay, but they will not be subject to tax when they are distributed from the Plan.

This summary document, called a Summary Plan Description or SPD, describes the benefits under the Plan. The main part of the SPD describes benefits applicable to most participants, but certain participants (typically those who worked for an entity acquired by the Company) may have different benefits and be subject to different rules. These different rules are described in Appendices A-G of this SPD.

The purpose of this SPD is to highlight the key features of the Plan. However, it does not take the place of the official Plan document, which is always used to determine how the Plan operates, what benefits are paid and who is eligible to receive them. In the event of a conflict between this SPD and the Plan document, provisions of the Plan document will control. A copy of the Plan document is available for your review by contacting the Human Resources Department. Nothing in the Plan document or this SPD creates an employment contract or otherwise limits the Company’s right to discharge any teammate.

The Plan is subject to changes in the tax laws and other laws that affect employee benefit plans. For these reasons – as well as for business or other reasons – the Company reserves the right to change or terminate the Plan at any time.

JOINING THE PLAN

Eligibility to Participate in the Plan

You are generally eligible to participate in the Plan if you are employed by the Company and have met the service requirement (discussed below). However, you are not eligible to join the Plan if you are a: (i) leased teammate, (ii) a unionized teammate, (iii) an independent contractor, or (iv) a teammate who is a non-resident alien with no U.S. source income from the Company or a related employer.

Salary Contributions

You will be eligible to make salary contributions to the Plan after you have been continuously employed by the Company for a 90 day period.

Matching Contributions

If the Company decides to make discretionary matching contributions, you will be eligible to receive these contributions if you complete a “year of service” and meet certain other requirements described in the section entitled “Discretionary Company Matching Contributions” on page 3.

CONTRIBUTIONS UNDER THE PLAN

Salary Contributions – Automatic Enrollment

Once you have been continuously employed by the Company for a 90 day period, 3% of your pay will be automatically deducted from your pay check on a before-tax basis and contributed to the Plan. Deductions from your pay are referred to as salary contributions.

Example: You are hired on March 1, 2019. You will become eligible to participate in the Plan on May 29, 2019, if you continuously work for the Company during that period. Before-tax salary contributions of 3% of your pay will begin on the first payroll on or after May 29, 2019, unless you elect otherwise.

If you are a rehired teammate who previously participated in the Plan, you are eligible to participate immediately upon rehire. If you do not make an election within 30 days of rehire, you will be automatically enrolled with a before-tax salary contribution of 3% of your pay. This deduction will begin as soon as administratively feasible following 30 days from the date of your rehire. Thereafter, you may revoke such election at any time. However, prior salary contributions will not be refunded.

Changes to Your Salary Contributions

You may elect to change or stop salary contributions by submitting your information by phone by calling Merrill Lynch at 1-800-228-4015 or online at www.benefits.ml.com. It may take up to 2 payroll periods before your election is implemented. It is your responsibility to report to the Human Resources Department in writing if a change does not take effect within two paychecks from initiation of the change.

Instead of the automatic 3% salary contributions, you may elect to contribute a minimum of 1% of your pay up to a maximum of 50% of your pay. You may also elect to have your contribution percentage change automatically on a date you choose each year by any whole percentage that you choose up to a maximum total contribution of fifty percent (50%).

Generally, your pay or compensation is considered to be your regular earnings and any overtime, commissions or bonuses paid to you by the Company or a related employer, including any such amounts that are paid to you within two and half months following your termination of employment.

Salary Contributions – Before Tax or After Tax (Roth)

You can choose whether salary contributions are taxed now or taxed later. If you elect to have your salary contributions made on a “before-tax” basis so that they are taxed later, you will not pay federal income taxes when these contributions are deducted from your pay, and in many states you will not pay state income taxes either. Instead, you will pay federal income taxes on the contributions and any related earnings when they are distributed from the Plan.

If you elect to have salary contributions made on an “after-tax” basis so that they are taxed now, your salary contributions will be subject to federal and state income tax when they are deducted from your pay, but they will not be subject to tax when they are distributed from the Plan. These after-tax contributions are referred to as “Roth” contributions. Since these contributions were subject to federal income tax when they were contributed to the Plan, they will not be subject to federal income tax when they are distributed from the Plan. Also, if certain requirements are met, any related earnings on the Roth contributions will not be subject to federal income tax when distributed from the Plan.

These qualifying requirements are: (i) the distribution must be made after the expiration of a five-year calendar period beginning with the year in which you first made a Roth contribution; and (ii) the distribution must be made on or after you reach age 59 $\frac{1}{2}$ (or your death, if earlier) or must be made because you are disabled (within the meaning of the Internal Revenue Code). If these requirements are not met, the earnings on your Roth contributions will be included in your gross income for federal tax purposes.

Social Security taxes will be withheld on the full amount of your pay. In other words, making salary contributions, regardless of whether they are before-tax or after-tax, will not reduce your Social Security taxes or benefits.

Discretionary Company Matching Contributions

Each year, the Company may decide to make discretionary matching contributions to the Plan. If the Company decides to make matching contributions for a given year, the amount will be based on a percentage of your pay and based on your length of service.

In order to be eligible for any matching contributions, you must complete a year of service. You earn a year of service by being continuously employed during the 12-month period that begins on your hire date and ends one year later. You will then be eligible for matching contributions on dollars that you contribute to the Plan for periods after you met the year of service requirement. You must remain continuously employed throughout the Plan Year in order to be eligible for matching contributions for that Plan Year, unless you terminate employment due to death, disability

(as defined in the Plan), or attainment of Normal Retirement Age. If you terminate employment and then are rehired, you must earn a year of service after your rehire date in order to be eligible for matching contributions.

If the Company decides to contribute matching contributions, they will be based on the lesser of the teammate's salary contribution percentage or the amount listed in the chart below based on years of service. The percentage of your compensation that the Company will match increases based on your years of service, as reflected in the following chart:

<i>Years of Service</i>	<i>Maximum Percentage of Compensation Matched</i>
1 year but less than 7 years	3.0% of pay
7 years but less than 15 years	3.5% of pay
15 or more years	4.0% of pay

Example 1: A 3-year teammate who earns \$40,000 per year contributes 10% of his compensation (\$4,000) as salary contributions during the Plan year. The Company's matching contribution will be based on 3.0% of the teammate's compensation (\$1,200). If the Company elects to match \$1/\$1 for the Plan year, the Company's total matching contribution will be \$1,200.

However, if the teammate had only contributed 2% of his compensation (\$800) as salary contributions during the Plan year, the Company's matching contribution would only equal \$800.

Example 2: A teammate is hired on 4/15/2019. On 7/14/2019 (his 90th day of employment), he is automatically enrolled in the Plan with a 3% before-tax salary contribution. On 4/15/2020, the teammate celebrates his one-year anniversary and becomes eligible for the Company matching contribution. If the Company decides to make a matching contribution for 2020, the matching contribution will be calculated based on the teammate's salary contributions made from 4/16/2020 to 12/31/2020. The teammate must be an active teammate throughout 2020 to be eligible and must have made salary contributions between his anniversary and the end of the calendar year.

A year of service is credited on each anniversary of the date you are hired, provided that you are employed on your anniversary date.

Example: You are hired on March 1, 2019. You will earn a year of service on March 1, 2020, if you continuously work for the Company during that period. You will earn another year of service if you continuously work for the Company between March 1, 2020 and March 1, 2021.

If you are a rehired teammate, please see the section entitled “Rehired Teammates” on page 11 for further information regarding the crediting of service.

Vesting

The term “vesting” refers to the percentage of your account that you will receive when you leave the Company (and all related employers).

You are always entitled to 100% of the salary contributions you make to the Plan and earnings associated with salary contributions. The percentage of matching contributions that you will receive when you leave the Company (and all related employers) will be based on your “years of service.”

A “year of service” is credited on each anniversary of the date you are hired, provided that you are employed on your anniversary date.

Example: You are hired on March 1, 2019. You will earn a “year of service” on March 1, 2020, if you continuously work for the Company during that period. You will earn another “year of service” if you continuously work for the Company between March 1, 2020 and March 1, 2021.

You will become vested in the matching contributions allocated to your account according to the following chart:

<i>Plan Years of Service</i>	<i>Vested Percentage</i>
0 – 1	0%
2	40%
3	60%
4	80%
5+	100%

You also become 100% vested in the matching contributions allocated to your account if you are still employed by the Company or a related employer at age 65, or if you become totally disabled (as defined under the Plan), or die while employed by the Company or a related employer.

Rollover Contributions from Other Plans

If you receive a lump-sum distribution from an individual retirement account (“IRA”) or another employer’s plan, you may be eligible to transfer or “roll over” all or a part of the distribution to the Plan. However, unless the Company provides otherwise, the following types of contributions may not be rolled over into the Plan:

- after-tax teammate contributions transferred from or originally contributed to another qualified plan or IRA; and
- funds transferred from, or originally contributed to, an annuity plan described in section 403(b) of the IRS Code or from a plan described in section 457 of the IRS Code. Such plans are usually sponsored by tax-exempt or governmental organizations.

Rollovers must be completed within 60 days of your receipt of the distribution and must comply with IRS rules. Once you have made a rollover contribution to the Plan, it is subject to the rules of the Plan. For more information about the specific rules relating to rollover contributions, please contact Merrill Lynch.

Limits on Contributions

The IRS sets limits on the maximum contributions that can be made on your behalf to the Plan. The total of your salary contributions, including before-tax contributions and Roth contributions, cannot exceed \$19,500 (for 2021, subject to adjustment in future years).

However, if you are over the age of 50 or will turn age 50 during the year, you are eligible to make additional salary contributions, known as “catch-up” contributions. If you qualify, you may make an additional amount of salary contributions. The total amount of catch-up contributions, including before-tax contributions and Roth contributions, cannot exceed \$6,500 for 2021. If you qualify, your total contribution could be \$19,500 plus \$6,500 for a total of \$26,000 in salary contributions. These limits are subject to adjustment in future years.

These limits apply to you as an individual and are not a per plan limit. So, if you change employers during the year and make contributions to two different plans, you could exceed these limits. If you exceed the IRS limit for the year, you should contact the Human Resources Department or your former employer no later than the March 1 of the year following the year in which you contributed to both plans. The excess amount of salary contributions over the IRS limit should be returned to you no later than the following April 15th.

You, not the Plan, must make sure your total salary contributions do not exceed the annual limit. If you fail to have the excess amount paid back to you, the IRS will penalize you by taxing the excess salary contributions for the year you made them and again when they are refunded from the Plan

The IRS also places a limit on the total amount of contributions that can be made to the Plan on behalf of highly compensated employees. Limits may be placed on the salary contributions that can be made by higher paid participants. If you are affected by these limits, you will be notified.

RECEIVING YOUR BENEFITS

Distributions after Termination of Employment

If you terminate employment with the Company and all related employers, you may elect to receive a distribution of your vested account balance under the Plan. Distributions will generally be made no earlier than 31 days but no later than 90 days of your election of how you would like your funds distributed, as described below.

Please note that Berkshire Hathaway is a related employer to the Company. This means that if you continue to be employed by Berkshire Hathaway, the Company or another related employer, you will not be entitled to a distribution of your account under the Plan. It is your responsibility to inform future employers related to Berkshire Hathaway of your participation in this Plan.

If you do not wish to receive a distribution when you terminate employment, you can choose to delay distribution to a later date. If so, your account will be subject to future adjustment for investment earnings, gains, and losses. Because of this investment performance, the amount you or your beneficiary will ultimately be paid could be more or less than the value of your vested account balance when you leave the Company.

Attainment of age 72

The IRS generally requires the Plan to begin making distributions to you no later than April 1 of the year following the year in which you reach age 72, unless you remain employed on that date. (If you turned age 70 ¹/₂ prior to January 1, 2020, your required distributions are based on age 70 ¹/₂, not age 72.)

Form of Payments

Distributions will be made in a single lump sum payment. You can choose to have the distribution paid directly to you or you can choose to have the distribution transferred or “rolled over” to another employer’s retirement plan or to an IRA. You can also choose to get a portion of the distribution paid directly to you and to have a portion rolled over to another employer’s plan or an IRA. Distributions due to the attainment of age 72 generally cannot be rolled over.

However, if your account does not exceed \$1,000, it will be automatically distributed to you in a single lump sum. You will be given the opportunity to elect to have the distribution made directly to you or rolled over to another employer's plan or an IRA.

If any portion of your distribution can be rolled over and you do not elect to make a direct rollover (and the payment is not a qualified distribution of Roth contributions), the Plan is required by law to withhold 20% of the taxable amount for federal income tax purposes.

If You Die Before your Account is Distributed

If you die before your vested account balance is distributed, distribution will be made to your beneficiary within 5 years of your death. However, if your beneficiary is your spouse, your spouse may defer receiving the benefit up to the date you would have reached age 72.

Distributions will be made in a single lump sum payment. If your beneficiary is your spouse, he or she can choose to have the distribution paid directly to him or her or choose to have the distribution transferred or "rolled over" to another employer's retirement plan or to an IRA. If your beneficiary is not your spouse, he or she can choose to have the distribution paid directly to him or her or choose to have the distribution transferred or "rolled over" to an IRA maintained in your name for the benefit of the non-spousal beneficiary. An IRA established in this manner is referred to as an "inherited IRA."

Beneficiary of Your Plan Benefit in Event of Death

If you are married, your legal spouse will be your beneficiary under the Plan, unless you name another beneficiary. This means that your spouse will be entitled to your benefit in the event of your death before your benefit has been distributed. Your legal spouse includes a spouse of the same sex or opposite sex if you are married under the laws of a U.S. or foreign jurisdiction having the authority to sanction marriages. You may be required to provide evidence of your marriage in the form of a marriage certificate or other documentation satisfactory to the plan administrator.

If you are not married and want to designate a beneficiary, or if you are married and wish to name someone other than your spouse as your beneficiary, you may do so by contacting Merrill Lynch at 1-800-228-4015 or by visiting the web site at www.benefits.ml.com. Your spouse will be required to provide a written, notarized waiver form if not the primary beneficiary.

If you are not married and fail to name a beneficiary, or if the beneficiary you have named either dies before you or dies before the distribution of your account, your account under the Plan will be paid to your estate.

You may also name a contingent beneficiary. A contingent beneficiary would only be paid if the primary beneficiary/beneficiaries die before you or before distribution.

You are responsible for providing Merrill Lynch with current beneficiary information.

Distributions before Termination of Employment

Even if you are still employed by the Company or one of its related employers, you may request a withdrawal of your vested account balance if you are age 59½ or older.

If you made “taxable contributions” – sometimes called “after-tax contributions” – to the Plan before February 1987, you may withdraw the amount of these contributions from your account at any time. However, you cannot withdraw any investment earnings on these contributions. In certain situations, your spouse’s consent may be required.

You may also request a withdrawal of rollover contributions made prior to January 27, 1996.

Hardship Withdrawals

If you suffer a financial need as a result of certain hardship events as listed below, you may be able to make a hardship withdrawal in order to meet your financial need. Hardship withdrawal events include expenses for the following:

- Expenses for medical care for you, your spouse, or dependent (as defined by law) that would be tax deductible.
- Expenses directly related to the purchase of your principal residence (excluding mortgage payments).
- Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for you, your spouse, or dependents (as defined by the law).
- Payments necessary to prevent your eviction from your principal residence or foreclosure on your mortgage on that residence.
- Payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents (as defined by the law).
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under IRS rules.

Hardship withdrawals may only be taken from certain accounts and types of contributions and must be in an amount of at least \$1,000. To be eligible for a hardship withdrawal, you must not be entitled to take any other distributions under the Plan (or any other plan sponsored by the Company or a related company) and must already have an outstanding loan under the Plan.

For more information about the specific rules relating to hardship withdrawals under the Plan, please contact Merrill Lynch.

Plan Loans

Actively-employed teammates may be eligible to request a loan from the Plan. Special rules apply, including rules regarding the minimum and maximum loan amount, the applicable fees and interest rate, and the repayment period. For additional information on loans, see the written loan procedures available from the Human Resources Department.

PLAN INVESTMENTS

You may direct the investment of the funds held in your account by selecting among the various investment options made available under the Plan from time to time. You can make or change your Plan investments elections by calling Merrill Lynch at 1-800-228-4015 or going online at www.benefits.ml.com.

The investment options under the Plan are intended to vary in growth and risk potential. You should consider the funds that you choose based on a variety of factors, including your personal retirement needs, risk tolerance, retirement horizons, other assets, age and other factors. The Company does not provide investment advice. Therefore, the Company encourages you to study the investment options and, if needed, to consult a professional investment advisor who can help you select and review periodically the combination that best suits your needs. The Merrill Lynch web site (www.benefits.ml.com) offers many educational tools to help with your investment education. The investments offered are not guaranteed to produce specified income or to retain initial investment value.

If you do not make an investment election, your money will be invested in the Plan's default investment alternative. By not actively making an investment election, you are, in fact, electing this investment mix.

Any revenue sharing amounts received by the Plan that are generated from investment funds will be allocated on a pro rata basis to those teammates who are invested in those funds.

The Plan intends to meet the necessary requirements so that the investment results with respect to your self-directed investments are your responsibility. This means the Plan fiduciaries are not responsible for your self-directed investment results or the investment results from the Plan's automatic investment in a default investment alternative.

You are solely responsible for your own investment decisions, including any decision in selecting among the various options made available from time to time. You should bear in mind that risk is involved in all investment options under the Plan, and that it is possible that your accounts will decrease in value.

Some funds have limits on the number of changes you may make. Please refer to the fund's prospectus or contact Merrill Lynch to determine if there are limits on the number of changes you can make to your invest elections.

IN-PLAN ROTH CONVERSIONS

The Plan allows you to convert certain vested amounts held in your account to Roth contributions. Such a conversion would generally cause the converted amounts to become taxable immediately, but they would not be taxable when distributed since they had already been subject to tax. And, if the rules governing Roth contribution distributions are met, any earnings on the converted Roth contributions would not be subject to tax when distributed.

Your surviving spouse, alternate payee spouse or former spouse may make an in-plan Roth conversion to the extent that you would be able to make such a conversion. However, your non-spouse beneficiary is not eligible to make in-plan Roth conversions.

The normal rules for distributions apply to in-plan Roth conversions. For example, you will generally not be eligible to take a distribution of your in-plan Roth conversion contributions until you terminate employment, become disabled, die, or attain age 59½. Please see the section entitled “Receiving Your Benefits”.

The rules governing In-Plan Roth Conversions can be complicated so you may want to consult a professional advisor. Please contact your Human Resources Department if you need more information on the process.

REHIRED TEAMMATES

If you were not 100% vested in your matching contributions before your termination of employment, your service after your rehire will count toward increasing your vesting in your matching contributions allocated to your account before your termination of employment, but only if you did not incur a “five-year break-in-service.”

If you received a distribution of your account, you must repay the full amount previously distributed (including any taxes that were withheld) to the Plan so that your service after you are rehired counts toward increasing the vesting of your pre-termination account. This repayment must occur before the later of either (1) the end of the five-year period following your rehire, or (2) the last day of the fifth consecutive “one-year break-in-service” after the prior distribution. You must complete a repayment election form and submit it to the Human Resources Department.

If you incur a five-year break-in-service, your service prior to the break-in-service will not be counted in determining the percentage of pay used in computing matching contributions.

Generally, a “one-year break-in-service” is any 12-month period during which you do not perform at least one hour of service for which you are entitled to payment by the Company or a related company. However, determining whether a “five-year break-in-service” occurred may be more complicated depending on your individual situation. Please contact your Human Resources Department for more information.

OTHER IMPORTANT INFORMATION

Current Address

You are required to keep the Plan Committee and Payroll informed of your current address and the name and current address of your beneficiary. If you do not keep this information current, your benefits may not be paid or could be delayed. If you are no longer employed by the Company, you must provide this information to Merrill Lynch.

Errors

If errors are made, the Plan has the right to recoup any amount credited to your account or paid by mistake.

Plan Expenses

The Plan permits the payment of Plan expenses to be made from Plan assets. In such case, the expenses will generally be allocated among the accounts of all participants in the Plan. These expenses will generally be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of participants in the Plan.

Forfeitures

If you terminate employment prior to becoming 100% vested, you forfeit any unvested matching contributions. These forfeitures are first used to restore the unvested forfeitures of rehired teammates who meet certain conditions and to pay various Plan expenses. Any remaining forfeitures are allocated among participants who are eligible to receive matching contributions for the relevant Plan Year.

Qualified Domestic Relations Order

You cannot use the value of your Plan account as collateral for any loan other than a loan through the Plan, nor can you pledge the value of your Plan account to another person or organization in any way, except as provided under a qualified domestic relations order (QDRO). A QDRO is a court order, judgment, or decree that creates or recognizes the existence of the rights of someone other than you to an interest in your account. The other person is referred to as an alternate payee and must be your spouse, former spouse, or child. If a QDRO is issued to the Plan with respect to your account, the Plan may be required to recognize the rights of your alternate payee and allocate part or all of your account to the alternate payee. You may obtain copies of the Plan's procedures used to determine whether an order qualifies as a QDRO, free of charge, from the Human Resources Department.

Special Military Service Rules

Under certain circumstances, you may be entitled to certain rights based upon active service in the U.S. military. For more information, contact your Human Resources Department representative.

Future of the Plan

The Company intends to continue the Plan indefinitely, but reserves the right to change or terminate the Plan at any time and for any reason.

Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC). The PBGC is a nonprofit corporation established by federal law to insure certain benefits of private pension plans. Because the Plan is a defined contribution plan and, unlike a pension plan, does not offer a benefit based on a predetermined formula, the Plan is not required to and cannot be insured by the PBGC. Benefits payable from the Plan are dependent upon the amount contributed and the investment results, neither of which can be determined in advance.

HOW TO APPLY FOR BENEFITS

Benefit Requests

All requests for Plan benefits should be made through the voice response system of Merrill Lynch at 1-800-228-4015. When your request is received, you will be given the appropriate steps to complete.

Non-Disability-Based Claims and Appeals

If you or your beneficiaries do not receive benefits from the Plan that you believe you are entitled to, you should contact the Director, Benefits in care of McLane Company, Inc. regarding your claim.

Initial Claim Denial and Extension

If your claim is denied in whole or in part, you or your beneficiary will receive within 90 days after you file a written claim (180 days if special circumstances apply) a written explanation stating the reasons for the denial, the specific references in the Plan document that support those reasons, the additional information you must provide to perfect your claim and an explanation of why such information is needed, the procedure available for further review of your claim, and a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

Right of Appeal

If your claim is denied, you have the right to appeal by submitting a written application to the Director, Benefits within 60 days of the receipt of the written notification of the denial of the claim. You or your representative may request and obtain, free of charge, reasonable access to, and copies of all, documents and other records relevant to your claim and submit written comments to the Director, Benefits. The failure to make a written request for appeal within the 60-day period after the receipt of the notice of denial of the claim shall render the decision regarding the claim final, binding, and conclusive on all parties.

Claim Decision on Appeal

The Director, Benefits will conduct a full and fair review of your denied claim and notify you of the decision within 60 days (120 days if special circumstances apply) after receipt of your appeal request. The decision will be given to you in writing and will include the following:

The specific reasons or reasons upon which the decision is based;

Reference to the specific Plan provisions on which the decision is based;

A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and

A statement of your right to bring an action under section 502(a) of ERISA.

Disability-Based Claims and Appeals

If your entitlement to benefits from the Plan is in any way related to, or contingent upon, a determination that you are disabled, you should contact the Director, Benefits in care of McLane Company, Inc. regarding your claim.

Initial Disability-Based Claim Decision and Extension

After the Director, Benefits has reviewed your disability-based claim, you will be notified whether your claim has been accepted or denied within 45 days of receiving your claim (the “initial 45-day period”), unless the Director, Benefits determines that an extension is necessary. If an extension is necessary, the Director, Benefits may extend the initial 45-day period an additional 30 days if you are notified within the initial 45-day period, of the 30-day extension. If, prior to the end of the 30-day extension, the Director, Benefits determines that a second extension is necessary, the Director, Benefits may extend the 30-day extension period an additional 30 days, if you are notified, within the first 30-day extension period, of the additional 30-day extension. The notice of extension will explain the standards on which your entitlement to benefits is based, any unresolved issues that are preventing a decision, and any additional information needed to resolve the matter. You will be

given at least 45 days from the date of the notice of extension to provide any additional information requested.

If your claim is denied in whole or in part, you will receive a written explanation stating the following:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provisions that support the reasons for denial;
- The additional information you must provide to perfect your claim and an explanation of why such information is needed;
- The procedure available for further review of your claim;
- A statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review;
- A discussion of the decision and an explanation of the basis for disagreeing with or not following:
 - The views you presented to the Plan of health care professionals treating you and
 - the vocational professionals who evaluated you;
 - The views of medical or vocational experts whose advice was obtained by the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - Your disability determination made by the Social Security Administration if you submitted such a determination to the Plan;
- Either the specific internal rules, guidelines, protocols, standards or other similar criteria relied upon in making the adverse determination or a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
- If a claim is denied because it is determined not to be medically necessary or the claim is excluded because it is an experimental treatment or excluded due to another exclusion or limit to the disability benefit, you will be provided with either an explanation of the scientific or clinical judgment for the denied determination, which will explain those terms as they apply to your medical circumstances or a statement that you can request this explanation and it will be provided to you free of charge; and

- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

If you appeal the initial denial of the claim, before an adverse determination can be made on appeal you must be provided with the following, free of charge and as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to you to give you a reasonable opportunity to respond prior to that date:

- Any new or additional evidence considered, relied upon, or generated by the Plan or any other person making the benefit determination; and
- Any new or additional rationale that was used in making the benefit determination.

Right of Appeal of Disability-Based Claim

If your disability-based claim is denied, you have the right to appeal by submitting a written application to the Vice President of Human Resources at the Home Office Benefits Department within 180 days of the receipt of the written notification of the denial of a claim. You or your representative may request and obtain, free of charge, reasonable access to, and copies of all, documents and other records relevant to your claim and submit written comments to the Home Office Benefits Department (please refer to the “Plan Information” section of this SPD). The failure to make a written request for appeal within the 180-day period after the receipt of the notice of denial of the claim shall render the previous decision regarding the claim final, binding, and conclusive on all parties.

Following your appeal of any disability-based claim denial, the Home Office Benefits Department will conduct a full and fair review of your denied claim and notify you whether your claim has been accepted or denied within 45 days of receiving your written appeal (the “initial 45-day appeal period”), unless the Home Office Benefits Department determines that an extension is necessary. If an extension is necessary, the Home Office Benefits Department may extend the initial 45-day appeal period an additional 45 days if it notifies you, within the initial 45-day appeal period, of the 45-day extension, and the notice also indicates the special circumstances requiring an extension of time and the date by which the Plan expects to render a determination.

Disability-Based Claim Decision on Appeal

If your claim appeal is denied in whole or in part, you will receive a written explanation which will include the following:

- The specific reasons or reasons upon which the decision is based;
- Reference to the specific Plan provisions on which the decision is based;

- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views you presented to the Plan of health care professionals treating you and the vocational professionals who evaluated you;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - Your Social Security Administration disability determination that you present to the Plan.
- Either the specific internal rules, guidelines, protocols, standards or other similar criteria relied upon in making the adverse determination or a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
- If a claim is denied because it is determined not to be medically necessary or the claim is excluded because it is an experimental treatment or excluded due to another exclusion or limit to the disability benefit, you will be provided with either an explanation of the scientific or clinical judgment for the denied determination, which will explain those terms as they apply to your medical circumstances or a statement that you can request this explanation and it will be provided to you free of charge; and
- A statement of your rights to bring an action under section 502 of ERISA and any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

In the case of all adverse disability-based benefit determinations, the notification will be provided in a culturally and linguistically appropriate manner. If ten percent or more of the population residing in the county in which a claims notice is sent is literate only in the same non-English language, as determined in guidance published by the Department of Labor, the Plan must: (i) provide assistance with filing claims and appeals in that non-English language, (ii) upon your request, provide your notice in that non-English language; and (iii) include a non-English statement in the English version of the notice on how to access the non-English language services provided by the Plan.

Your ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all documents governing the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest 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 plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the Plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials,

unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or 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.

PLAN INFORMATION

Name of Plan: McLane Company, Inc. Profit Sharing Plan (the “Plan”)

Type of Plan: Defined Contribution Profit Sharing Plan with a 401(k) feature

Plan Sponsor: McLane Company, Inc. (the “Company”)
4747 McLane Parkway
Temple, Texas 76504

Plan Administrator: McLane Profit Sharing Plan Committee
4747 McLane Parkway
Temple, Texas 76504
254-771-7500

Other Employers Participating in the Plan:

Although the Company is the most significant employer maintaining the Plan, the Plan does provide for the possibility of adoption by affiliated companies. Plan participants and beneficiaries may, upon written request to the Plan Administrator, receive information as to whether a particular employer is a sponsor and, if so, the address of that employer.

Employer
Identification No.: 74-1478631

Plan Number: 001

Type of Administration: Self-administered

Plan Trustee: Merrill Lynch Trust Co., FSB
1300 Merrill Lynch Drive, 3rd Floor
Pennington, NJ 08545

Plan Year: January 1 through December 31

Type of Funding: All contributions are held in trust

Sources of Contributions: Employees may make before-tax contributions, Roth contributions, or rollover contributions to the Plan. Employers may make discretionary matching contributions to the Plan.

Normal Retirement Age: Age 65

Agent for Service
of Legal Process:

Legal Department
McLane Company, Inc.
4747 McLane Parkway
Temple, Texas 76504

Legal process may also be served on the Plan Trustee

This booklet is a summary of the main features of the Plan. However, it does not take the place of – nor does it contain all the information in – the official Plan documents. The official Plan documents are used to determine when and what benefits are payable.

APPENDIX A

GRANTS OF CREDITED SERVICE TO CERTAIN FORMER EMPLOYEES OF MCLANE/AMERICA, INC.

APPLICABILITY OF APPENDIX A

The provisions of this Appendix A only apply to you if you are employed by the Company at McLane/America, Inc., a subsidiary of the Company, at the time of the purchase by the Tree of Life, Inc. ("Tree of Life") of the assets of the McLane/America, Inc.

DEFINED TERMS

For purposes of this Appendix A, the following terms are defined:

Acquisition Date means the closing date for the contract between the Company and Tree of Life pursuant to which Tree of Life acquired assets of McLane/America, Inc.

Contract Date means the date on which the contract between the Company and Tree of Life pursuant to which Tree of Life contracted to acquire the assets of McLane/America, Inc. was entered into.

VESTING CREDITS

Certain employees associated with Tree of Life's acquisition of the assets of McLane/America, Inc. received vesting credit, as follows:

Employees Hired By Tree of Life. If you are a Participant who is employed at

McLane/America, Inc. on the Acquisition Date, who continues working for Tree of Life after the Acquisition Date, you shall be one hundred percent (100%) vested in your Accrued Benefit. Except as provided in this Appendix A, if you do not work for Tree of Life after the Acquisition Date, you will be vested in your Accrued Benefit based on Service with an Employer, as determined in the "Receiving Your Benefits" section of this SPD.

Employees Not Hired By Tree of Life.

- (a) If you are a Participant who is employed at McLane/America, Inc. on the Contract Date who is not offered continuing employment with Tree of Life, and who continues to work for McLane/America until the earlier of the Acquisition Date or notification by the Company that his services are no longer required shall be one hundred percent (100%) vested in his Accrued Benefit upon termination of service.

- (b) If you are a Participant who is employed at McLane/America, Inc. on the Contract Date, who is offered continuing employment with Tree of Life but does not accept this offer because it would require the Participant to relocate or take a reduction in salary, and who continues to work for McLane/America, Inc. until the earlier of the Acquisition Date or notification by the Company that his services are no longer required shall be one hundred percent (100%) vested in his Accrued Benefit upon termination of service.

This Appendix A is part of the SPD and the definitions used in this Appendix A have the same meaning as those terms have in this SPD, unless the context indicates otherwise. Additional terms that apply specifically to this Appendix A are defined above.

APPENDIX B

GRANTS OF VESTING SERVICE TO CERTAIN FORMER EMPLOYEES OF MCLANE FOODSERVICE -- TEMPLE, INC.

APPLICABILITY OF APPENDIX B

The provisions of this Appendix B apply only to a Participant employed at McLane Foodservice — Temple, Inc., a subsidiary of the Company, at the time of the purchase by Performance Food Group of the assets of McLane Foodservice — Temple, Inc.

DEFINED TERMS

For purposes of this Appendix B, the term “Acquisition Date” shall mean the closing date for the contract between the Company and Performance Food Group pursuant to which Performance Food Group acquired the assets of McLane Foodservice — Temple, Inc.

VESTING CREDIT

If you are a Participant who was employed at McLane Foodservice — Temple, Inc., immediately prior to the Acquisition Date, you will be one hundred percent (100%) vested in your Accrued Benefit on termination of service.

This Appendix B is part of the SPD and the definitions used in this Appendix B have the same meaning as those terms have in this SPD, unless the context indicates otherwise. Additional terms that apply specifically to this Appendix B are defined above.

APPENDIX C

GRANTS OF VESTING SERVICE TO CERTAIN FORMER EMPLOYEES OF THE COMPANY'S FOODS OPERATIONS

APPLICABILITY OF APPENDIX C

The provisions of this Appendix C apply only to you if you were a Participant employed by the Company at the time of the purchase by Market Fair Foods Incorporated ("Market Fair") of assets associated with the Company's foods operations ("Foods Division").

DEFINED TERMS

For purposes of this Appendix C, the following terms are defined:

Acquisition Date means the closing date of the contract between the Company and Market Fair pursuant to which Market Fair acquired the assets of the Foods Division.

Contract Date means the date the Company and Market Fair entered into a contract for Market Fair to acquire assets of the Foods Division.

VESTING CREDIT

Certain employees associated with Market Fair's acquisition of the assets of the Food Division received vesting credit, as follows:

Employees Immediately Hired by Market Fair. If you were a Participant who was employed at the Company on the Acquisition Date, who continued working for Market Fair after the Acquisition Date, you will be 100% vested in your accrued benefit.

Employees Hired by Market Fair Subsequent to the Acquisition Date. If you were a Participant who was employed at the Company on the Acquisition Date and continued working for the Company following the Acquisition Date in an effort to facilitate the transition associated with the sale of assets from the Company to Market Fair, you will be 100% vested in your accrued benefit if you continued working for Market Fair immediately following the cessation of your employment with the Company; provided, that your inception of employment with Market Fair occurred no more than twelve months after the Acquisition Date.

Employees Not Hired by Market Fair

If you were a Participant who was employed at the Company on the Contract Date who was not offered continuing employment with Market Fair, and who continued to work for the Company until the earlier of the Acquisition Date or notification by the Company that your services were no longer required, you will be 100% vested in your accrued benefit upon termination of service.

If you were a Participant who was employed at the Company on the Contract Date who was offered continuing employment with Market Fair but did not accept the other offer because it would require you to relocate or take a reduction in salary, and who continued to work for the Company until the earlier of the Acquisition Date or notification by the Company that your services were no longer required, you will be 100% vested in your accrued benefit upon termination of service.

This Appendix C is part of the SPD and the definitions used in this Appendix C have the same meaning as those terms have in this SPD, unless the context indicates otherwise. Additional terms that apply specifically to this Appendix C are defined above.

APPENDIX D

GRANTS OF VESTING SERVICE TO CERTAIN FORMER EMPLOYEES OF THE COMPANY'S FOODS OPERATIONS

APPLICABILITY OF APPENDIX D

The provisions of this Appendix D apply only to you if you are a Participant employed by Merit Distribution Services, Inc. ("Merit") at the time of the purchase by Swift Transportation Co., Inc. ("Swift") of assets associated with Merit.

DEFINED TERMS

For purposes of this Appendix D, the following terms are defined:

Acquisition means the Asset Purchase Agreement by and among Swift, Merit, the Company and Wal-Mart Stores, Inc.

Acquisition Date means the closing date of the Acquisition.

VESTING CREDIT

Certain employees associated with the purchase by Swift of assets associated with Merit received vesting credit, as follows:

Participants Hired by Swift. If you were a Participant who was employed at Merit immediately prior to the Acquisition Date, but who as a result of the Acquisition transferred employment to Swift or any member of the Swift controlled group of corporations (as defined in section 414(b) of the IRS Code), you will be 100% vested in your accrued benefit.

Participants Terminating Employment with Merit. If you are a Participant who was employed at Merit immediately prior to the Acquisition Date, but who as a result of the Acquisition ceased to be employed by Merit and did not return to the employment of Merit after the Acquisition Date, you will be 100% vested in your accrued benefit.

This Appendix D is part of the SPD and the definitions used in this Appendix D have the same meaning as those terms have in this SPD, unless the context indicates otherwise. Additional terms that apply specifically to this Appendix D are defined above.

APPENDIX E

TRANSFER FROM THE PEOPLEWORKS 401(K) SAVINGS PLAN FOR EMPLOYEES OF VISILINX

APPLICABILITY OF APPENDIX E

The provisions of this Appendix E apply only to you if you are a Participant who was employed by Visilinx at the time of the termination of the PeopleWorks 401(k) Savings Plan (“PeopleWorks Plan”) in October of 2001, who was employed by the Employer as of November 1, 2003.

TRANSFER OF ASSETS FROM THE PEOPLEWORKS 401(K) SAVINGS PLAN.

Any assets in the PeopleWorks Plan trust as of November 1, 2003, that were held in accounts for affected employees were transferred to the Plan and were fully vested.

This Appendix E is part of the SPD and the definitions used in this Appendix E have the same meaning as those terms have in this SPD, unless the context indicates otherwise.

APPENDIX F

TRANSFER FROM MBM PLAN FOR FORMER MBM PARTICIPANTS

APPLICABILITY OF APPENDIX F

The provisions of this Appendix F apply only to MBM Participants.

DEFINED TERMS

For purposes of this Appendix F, the following terms are defined:

MBM means the Meadowbrook Meat Company.

MBM Participants means those former employees of MBM who previously participated in the MBM Plan, but who became participants in this Plan because their assets and liabilities were transferred from the MBM Plan to this Plan on the Transfer Date.

MBM Plan means the MBM Corporation 401(k) Profit Sharing Plan and its related trust.

Transfer Date means the date that an MBM Participant's assets and liabilities were transferred from the MBM Plan into this Plan.

TRANSFER OF ASSETS FROM THE MBM PLAN

Assets transferred from the MBM Plan will be held in the Plan's trust in separate accounts in your name as an MBM Participant. The amount of the funds transferred will be equal to your account balance held by the MBM Plan immediately prior to the Transfer Date.

VESTING CREDIT

You will be fully vested on your Early Retirement Age so long as you are employed by the Company or a related employer on that date. "Early Retirement Age" means the later of the date that you (1) reach age 55, or (2) reach the 5th anniversary of the first day of the Plan Year that you began participation in the Plan (including the MBM Plan).

If you have an hour of service on or after the Transfer Date or have a right under the law to elect a vesting schedule, you will be subject to the following vesting schedule if you terminate employment prior to attainment of age 65 for any reason other than death, disability, or Early Retirement Age:

If you do not have an hour of service after the Transfer Date and would not be subject to the right to elect a vesting schedule under the law, you will remain on the vesting schedule set forth in the MBM Plan, as in effect immediately prior to the Transfer Date.

Years of Service for Vesting	Percent Vested
Less than 2 Years	0%
2 Years but less than 3 years	40%
3 years or more	100%

TIME OF PAYMENT

You may generally elect to begin distributions of your benefit as soon as administratively practical on or after the date you terminate employment, or as soon as administratively practical after your death or disability, provided that the Plan has received proof of your death or has determined that a disability exists.

WITHDRAWALS WHILE STILL EMPLOYED

In addition to your ability to request a withdrawal when you reach age 59 1/2 prior to your termination of employment, you may request a distribution from the Plan if you become disabled (as defined in the Plan). You may also request a distribution of your rollover contributions.

This Appendix F is part of the SPD and the definitions used in this Appendix F have the same meaning as those terms have in this SPD, unless the context indicates otherwise. Additional terms that apply specifically to this Appendix F are defined above.

You, as an MBM Participant, and your beneficiaries, may obtain copies of the merged and successor plan documents, as well as the plan merger documents by contacting the Human Resources Department. You may be charged a reasonable fee for copies.

APPENDIX G

TRANSFER FROM THE MCCARTY-HULL 401(K) PLAN FOR FORMER MCCARTY-HULL PARTICIPANTS

APPLICABILITY OF APPENDIX G

The provisions of this Appendix G apply to you only if you are a McCarty-Hull Participant.

DEFINED TERMS

For purposes of this Appendix G, the following terms are defined:

Adoption Date means February 5, 2017 or the actual date that McCarty-Hull Cigar Company, Inc. adopted the Plan as a related employer.

McCarty-Hull Participant means a participant who has an account under the Plan that was transferred from the McCarty-Hull Plan to the Plan on the Merger Date.

McCarty-Hull Plan means the McCarty-Hull 401(k) Plan, as in effect immediately prior to the Merger Date.

Merger Date means April 3, 2017 or the actual date that the assets and liabilities of the McCarty-Hull Plan were into this Plan.

TRANSFER OF ASSETS FROM THE MCCARTY-HULL PLAN

Assets transferred from the McCarty-Hull Plan are held in the Plan in separate accounts in your name as a McCarty-Hull Participant.

VESTING CREDIT

If a McCarty-Hull Participant has an hour of service with the Company or a related employer on or after the Adoption Date or had a right under the law to elect a vesting schedule, you will be 100% vested in your Account under the Plan.

If you do not have an hour of service after the Adoption Date and would not be subject to the right to elect a vesting schedule under the law, you will remain on the vesting schedule set forth in the McCarty-Hull Plan, as in effect immediately prior to the Adoption Date.

TIME OF PAYMENT

You may generally elect to begin distributions of your benefit as soon as administratively feasible and within a reasonable period on or after the date you terminate employment, or as soon as administratively practical after your death or disability, provided that the Plan has received proof of your death or has determined that a disability exists.

WITHDRAWALS WHILE STILL EMPLOYED

In addition to your ability to request a withdrawal when you reach age 59 1/2 prior to your termination of employment, you may request a distribution from the Plan if you become disabled (as defined in the Plan). You may also request a distribution of your rollover contributions.

This Appendix G forms part of the SPD and terms used in this Appendix G shall have the meaning as those terms have in this SPD, unless the context indicates otherwise. Additional terms applicable to this Appendix G are defined above.