

January 1, 2021
SUMMARY PLAN DESCRIPTION
FOR
FOLLETT RETIREMENT SAVINGS PLAN

Employer Identification Number: 36-2369161
Plan Number: 002

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. To the extent there is a discrepancy or conflict between this summary and the Plan document, the Plan document will govern.

HOW TO USE THIS SUMMARY

TABLE OF CONTENTS

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

GLOSSARY

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

EFFECTIVE DATE

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on January 1, 2021. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before January 1, 2021.

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.

In this booklet, you will see references to contacting the Service Provider. Service Provider details are located in section **PLAN IDENTIFICATION INFORMATION**.

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INTRODUCTION TO YOUR PLAN

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

How You Save

- You may contribute a percentage of your Compensation 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 may contribute a percentage of your Compensation to the Plan as After-Tax Contributions. For information on making After-Tax Contributions, 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**.
- If you contribute to the Plan and are a Covered Employee, your Employer may add a Regular Matching Contribution. For information on the amount of your Employer's Regular Matching Contribution and the terms and conditions for receiving Regular Matching Contributions, see **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.
- If you are a Covered Employee, your Employer may also make Standard Nonelective Contributions to the Plan for you. For information on the amount of your Employer's Standard Nonelective Contribution and the terms and conditions for receiving Standard Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- If you are a Covered Employee, 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**.
- If you are a Covered Employee, your Employer may make special contributions to the Plan for you that can be used to help it satisfy nondiscrimination rules applicable to 401(k) plans. These contributions are called Qualified Nonelective Contributions. For information on the terms and conditions for receiving Qualified Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- Your Account may include Prior Matching Contributions that were either (1) made under the terms of another plan and then transferred directly to the Plan or (2) made under terms of the Plan that are no

longer in effect. These prior contributions may be subject to different rules than other amounts held under the Plan.

- Your Account may include Prior Nonelective Contributions that were either (1) made under the terms of another plan and then transferred directly to the Plan or (2) made under terms of the Plan that are no longer in effect. These prior contributions may be subject to different rules than other amounts held under the Plan.
- Dollars you save as Pre-Tax 401(k) Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Dollars saved as After-Tax Contributions, including rolled over after-tax employee 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, including rolled over after-tax employee 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 resulting from your contributions is always 100%.

Your Vested Interest in the balance of your Account resulting from Employer Contributions is determined under the applicable vesting schedule, which may require you to complete a specified number of years of Vesting Service to earn a Vested Interest. (For more information about Vesting Service and vesting schedules, see **EMPLOYER CONTRIBUTIONS: VESTED INTEREST IN EMPLOYER CONTRIBUTIONS** and **VESTING SERVICE**.)

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 Compensation. 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.)

Administrative Committee
3 Westbrook Corporate Center, Suite 900
Westchester, IL 60154
(708) 884-0000

The Summary Plan Description generally refers to actions as being taken by the Administrator; however, the Administrator may delegate such actions, either at certain times or for certain processes, to a third party such as the Service Provider or other party.

SPONSOR

Follett Corporation
3 Westbrook Corporate Center, Suite 900
Westchester, IL 60154

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER

36-2369161

PLAN NUMBER

002

OTHER ADOPTING EMPLOYERS

Follett Higher Education Group, Inc., Follett Higher Ed Group, Ltd., Follett School Solutions, Inc., Follett International, Inc., X2 Development Corporation, Advanced Graphic Products, Inc., Baker & Taylor, Inc.,

Baker & Taylor Fulfillment, Inc., Baker & Taylor Sales Fulfillment, Inc., Baker & Taylor LLC, Baker & Taylor Field Merchandising LLC, JA Majors Company I LTD, and Bookmasters, Inc.

SERVICE PROVIDER

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

FUNDING MEDIUM

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

TRUSTEE

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

AGENT FOR SERVICE OF LEGAL PROCESS

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

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

ELIGIBILITY TO PARTICIPATE

To participate in the Plan, you must be a Covered Employee, as described below. There are no other age or service requirements to complete. However, you will not be permitted to make contributions to the Plan or be eligible to receive Employer Contributions until the first day of the month coinciding with or immediately following the date you are hired as a Covered Employee.

COVERED EMPLOYEES

Different employee groups are eligible for different types of contributions.

- 401(k) Contributions, After-Tax Contributions and Rollover Contributions. You are a Covered Employee with respect to 401(k) Contributions, After-Tax Contributions and Rollover Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.

- you are **not** a Leased Employee.
 - you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
 - you are **not** a resident of Puerto Rico.
- Standard Nonelective Contributions. You are a Covered Employee with respect to Standard Nonelective Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.
 - you are **not** a Leased Employee.
 - you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
 - you are **not** a Highly Compensated Employee.
 - you are **not** a resident of Puerto Rico.
 - you are **not** one of the following: (a) Employee who is eligible as of the last day of the Plan Year to participate in certain incentive or commission plans maintained by the Employer and designated by the Administrative Committee as disqualifying.
(b) Employee who is considered a Baker & Taylor Employee, including all subsidiaries of Baker & Taylor, is designated by the Administrative Committee as disqualifying.
(c) Employee who is considered a Bookmasters, Inc. Employee is designated by the Administrative Committee as disqualifying.
- Matching Contributions. You are a Covered Employee with respect to Matching Contributions if:

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 nonresident alien, or you are a nonresident alien who receives United States source income.
 - you are **not** a Leased Employee.
 - you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
 - you are **not** a resident of Puerto Rico.
- Safe Harbor Matching Contributions. You are a Covered Employee with respect to Safe Harbor Matching Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.
 - you are **not** a Leased Employee.
 - you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
 - you are **not** a resident of Puerto Rico.
- Qualified Nonelective Contributions. You are a Covered Employee with respect to Qualified Nonelective Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.
- you are **not** a Leased Employee.
- you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
- you are **not** a resident of Puerto Rico.

TRANSFERS OF EMPLOYMENT

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

REEMPLOYMENT

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

YOUR CONTRIBUTIONS

401(k) CONTRIBUTIONS

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

Pre-Tax 401(k) Contributions

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

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.

How to Make an Election

To make 401(k) Contributions, you must contact the Service Provider. 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 a percentage of your Compensation each payroll period as 401(k) Contributions until you reach the maximum permitted under law.

Commencement of 401(k) Contributions

401(k) Contributions will be withheld from your paycheck based on your election as soon as administratively possible after the effective date of your election. If your change is not reflected within the next few paychecks, you should notify your Employer's human resources department and the Service Provider. 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.

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. 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. 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. 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) Contributions

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 2021, the maximum amount is \$19,500. 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. If you participate or participated in more than one retirement plan during the calendar year, you are responsible for monitoring the amount of your 401(k) Contributions contributed across all qualified plans and must notify the Administrator generally by March 1st (or such other date established by the Administrator) of the following year, if your total 401(k) Contributions exceed the annual federal limit.

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 2021 the Catch-Up Limit is \$6,500. The IRS may adjust this limit each year.

ROLLOVER CONTRIBUTIONS

If you are a Covered Employee, you may elect to rollover 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 and after-tax employee 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 and after-tax employee 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.

If you have an outstanding loan under another plan or annuity, you may rollover 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). Your "indirect rollover" may include the taxable portion of any Roth contributions, but may not include non-taxable Roth contributions.
- 403(b) retirement plans (these are retirement plans maintained for employees of tax-exempt organizations or governments). Your "indirect rollover" may include the taxable portion of any Roth contributions, but may not include non-taxable Roth contributions.

- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments). Your "indirect rollover" may include the taxable portion of any Roth contributions, but may not include non-taxable Roth contributions.
- 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 after-tax employee contributions or, except as provided above, Roth contributions.

Rollover Procedures

The Administrator may require you to provide information to show that the savings you want to rollover meet the Plan requirements. However, if it is later determined that the amount rolled over is invalid, the amount rolled over plus any attributable earnings will be distributed to you within a reasonable time after such determination.

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 (unless otherwise permitted by applicable guidance).

Treatment of After-Tax and Designated Roth Rollover Contributions

If you make After-Tax Rollover or 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. 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.

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:

- After-Tax Contributions at any time.
- Rollover Contributions (other than Designated Roth Rollover Contributions) at any time.
- Pre-Tax 401(k) 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:

- Pre-Tax 401(k) 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

You may elect to make After-Tax Contributions to the Plan by payroll withholding (similarly to 401(k) Contributions). Your annual After-Tax Contributions may not exceed 4% of your Compensation for the year.

Authorization of After-Tax Contributions

If you elect to make After-Tax Contributions, you authorize your Employer to reduce the amount of the Compensation you would regularly receive by a specified amount. This amount is then deposited in your Account as an After-Tax Contribution. You pay federal and state income taxes on Compensation you contribute to the Plan as After-Tax Contributions for the year in which you earned the Compensation. However, these amounts are **not** taxed when they are distributed from the plan.

How to Make an Election

To make After-Tax Contributions, you must notify the Service Provider. 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 After-Tax Contributions by Payroll Withholding

You may contribute up to 4% of your Compensation as After-Tax Contributions.

Commencement of After-Tax Contributions

After-Tax 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 of After-Tax Contributions

You may change the amount your Employer withholds from your future Compensation effective as of the date or dates prescribed by the Administrator. To change the amount of your After-Tax Contribution, you must notify the Service Provider. 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.

Suspension of After-Tax Contributions

You may direct your Employer to stop withholding amounts from your future Compensation and suspend your After-Tax Contributions at any time. To suspend your After-Tax Contributions, you must notify the Service Provider. 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.

If you suspend your After-Tax Contributions, the suspension will remain in effect until you elect to resume making After-Tax Contributions again.

Resumption of After-Tax Contributions

If you suspend your After-Tax Contributions, you may elect to resume making After-Tax Contributions effective as of such dates during the Plan Year as the Administrator prescribes. To resume your After-Tax Contributions you must notify the Service Provider. 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.

VESTED INTEREST IN YOUR CONTRIBUTIONS

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

EMPLOYER CONTRIBUTIONS

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

MATCHING CONTRIBUTIONS

Regular Matching Contributions

Once you have met the requirements to participate in the Plan with respect to Regular Matching Contributions, as described in **ELIGIBILITY TO PARTICIPATE** above, you may receive Regular 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 your Employer, in its discretion, may make a Regular Matching Contribution to your Account equal to a uniform percentage, determined by your Employer, of your 401(k) Contributions to the Plan for the Plan Year.

Your Employer will match your Catch-Up 401(k) Contributions to the Plan.

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.

Any Compensation you earned during the Plan Year, but before the date on which you became eligible to receive Safe Harbor Matching Contributions is excluded in determining the amount of your Safe Harbor Matching Contribution.

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.

Restrictions on Amount of Discretionary Match

To satisfy IRS rules for plans with Safe Harbor Matching Contributions, the total amount your Employer contributes to your Account as a discretionary Matching Contribution for the Plan Year cannot exceed 4% of your Compensation for that Plan Year. Compensation that you have earned during the Plan Year, but before you became eligible to participate in the Plan with respect to Matching Contributions is excluded in applying this limitation.

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

Standard Nonelective Contributions

Once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE** above, you will be eligible to receive Standard Nonelective Contributions for the contribution period specified in the Addendum only if you both (i) complete at least 1,000 Hours of Service during the contribution period described in the Addendum and (ii) are employed as a Covered Employee on the last day of the contribution period. The number of Hours of Service required to receive Standard Nonelective Contributions will be pro-rated for any short contribution period.

The last day and service allocation requirements described above do not apply to you if you are absent because:

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

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

Qualified Nonelective Contributions

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

If you are eligible, each Plan Year your Employer, in its discretion, may make a Qualified Nonelective Contribution to your Account equal to any of the following: (1) a dollar amount; (2) a percentage of your "test compensation" (compensation used in applying federal nondiscrimination tests); or (3) a percentage of your Compensation for the Plan Year.

Prior Nonelective Contributions

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

VESTED INTEREST IN EMPLOYER CONTRIBUTIONS

Vesting Schedule

Your Vested Interest in the following contributions is always 100%:

- Prior Nonelective Contributions.
- Regular Matching Contributions.
- Prior Matching Contributions.
- Qualified Nonelective Contributions.
- Safe Harbor Matching Contributions.

Your Vested Interest in the Value of the Standard Nonelective Contributions in your Account is 0% until you have completed 3 years of Vesting Service. Upon completion of 3 years of Vesting Service, your Vested Interest in the Value of the Standard Nonelective Contributions in your Account will be 100%.

For the employees described below, a prior vesting schedule (also described below) is preserved:

Employees who do not have an hour of service on or after January 1, 2020 will be subject to the below vesting schedule for Matching Contributions from the Baker & Taylor Retirement Savings Plan:

Year 1 = 20%

Year 2 = 40%

Year 3 = 100%

Matching Contributions from the Baker & Taylor Retirement Savings Plan will be 100% vested upon attainment of age 55 while still employed.

Employees who do not have an hour of service on or after January 1, 2020 will be subject to the below vesting schedule for Matching Contributions from the Bookmasters, Inc. 401(k) Plan:

Year 1 = 0%

Year 2 = 25%

Year 3 = 100%

Employees who do not have an hour of service on or after January 1, 2020 will be subject to a 3-year cliff vesting schedule for Non-Safe Harbor Matching Contributions made to the Plan prior to January 1, 2020.

Special Vesting Events

Notwithstanding the foregoing, if you are employed by the Employer (or a Related Company) on your Normal Retirement Date or the date you die or become Disabled, your Vested Interest in your full Account will be 100%. If you are absent from employment because of military service and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you are treated as if you died while employed by the Employer.

VESTING SERVICE

Vesting Service is used to determine your Vested Interest under the applicable schedule above.

Crediting of Vesting Service

You are credited with a year of Vesting Service for each Plan Year in which you complete at least 1,000 Hours of Service.

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

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

Excluded Vesting Service

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

- If you are rehired after a Break in Service, Vesting Service completed before your Break in Service, unless:
 - you had a Vested Interest in the 401(k) Contributions or Employer Contributions held in your Account or
 - the number of your consecutive Breaks in Service is less than the greater of 5 or the number of your years of Vesting Service immediately before the Break in Service.
- If you are rehired after 5 consecutive Breaks in Service, Vesting Service completed after you return to work is not included in determining your Vested Interest in your Account earned before your Break in Service.
- Vesting Service completed after your reemployment date is not taken into account in determining your Vested Interest in your Account earned before your Severance Date if the period between your Severance Date and reemployment date is 5 or more years.

PLAN INVESTMENTS

WHERE PLAN CONTRIBUTIONS ARE INVESTED

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

404(c) PROTECTION

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

MAKING INVESTMENT ELECTIONS

Investment Elections

When you become eligible to participate in the Plan, you must notify the Service Provider of your investment election. 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 among the investment funds selected by the Investment Fiduciary.

Change of Investment Elections

You may change how contributions to your Account are invested. If your election is received in time and in good order in accordance with the procedures established by the Administrator, it will be initiated on the same business day it is received. Otherwise, it will be initiated on the following business day.

Transfers/Exchanges 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.

If your election is received in good order and in accordance with the procedures established by the Administrator, 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/Exchanges

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.

INVESTMENT IN LIFE INSURANCE CONTRACTS

You may not direct that a portion of your Account be used to purchase life insurance on your life.

VALUING YOUR ACCOUNT

The Value of your Account is periodically adjusted (e.g., if you are invested in mutual funds or collective trusts, it may be adjusted each day the stock market is open for trading) 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 valuation 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.

Outstanding loan notes made under another plan or annuity may be rolled to this Plan as part of your Rollover Contribution, provided such rollover occurs because of a merger or acquisition.

APPLICATION FOR LOAN

To apply for a loan, you must contact the Service Provider. 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 your Roth 401(k) Contributions. However, such amounts are **included** in determining the maximum amount of any loan that may be made to you.
- the portion of your Account attributable to your Designated Roth Rollover Contributions. However, such amounts are **included** in determining the maximum amount of any loan that may be made to you.
- the portion of your Account attributable to your In-Plan Roth Rollover 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. All plans of the Employer or any Related Company will be treated as one plan when determining the maximum amount available for a 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 as provided in the written loan guidelines (but not later than the end of the calendar quarter following the quarter in which payment was due).

SPECIAL LOAN RULES

- **Repayment:** Repayment will be made by payroll withholding or by any other repayment method authorized by the Administrator and communicated to Participants.
- **Minimum loan amount:** \$1,000.

- **Limit on outstanding loans:** only 1 outstanding Plan loan is permitted at any time.
- **Prepayment of full outstanding balance:** permitted without penalty.
- **Wait period to apply for new loan:** you may not apply for a new loan until 15 days after paying off a prior loan.
- **Rollover of loans:** you may not rollover any loan note. Participants may not elect to roll over any loan note held under another plan or annuity.
- **Principal residence loans:** may not exceed 15 years.

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.

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 any time.
- **After-Tax Rollover Contributions** at any time.
- **Designated Roth Rollover Contributions** at any time.
- **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:

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

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

WITHDRAWALS WHILE ABSENT ON MILITARY DUTY

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

Deemed Severance of Employment Withdrawals

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

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

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

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

Qualified Reservist Distributions

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

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

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

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

HARDSHIP WITHDRAWALS

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

- **Pre-Tax 401(k) Contributions.**
- **Roth 401(k) Contributions.**
- **Post-1988 income on 401(k) Contributions.**
- **In-Plan Roth Rollover Contributions.** 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.

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 request a hardship withdrawal include one or more from the list below. For the complete list of financial needs recognized by the Plan, contact the Service Provider.

- 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).
- expenses and losses (including loss of income) you incur on account of a disaster declared by the federal government (FEMA) provided your principal residence or principal place of employment at the time of the disaster was located in an area designed by FEMA for disaster assistance.
- any other distribution which is deemed by the Commissioner of Internal Revenue to be made on account of immediate and heavy financial need as provided in Treasury Regulations.

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

You must represent (in writing, by an electronic medium, or in such other form required by the Administrator) that you have insufficient cash or other liquid assets reasonably available to satisfy your financial need. The Administrator may rely on your substantiation of such necessity and is not obligated to inquire into your financial condition, unless it has actual knowledge to the contrary, that the need cannot be satisfied by one of the actions listed below or if the effect would increase the need.

Your hardship withdrawal will be approved if:

- the withdrawal amount does not exceed the amount you need to meet your financial need.
- you have obtained all other distributions available to you from any plan maintained by your Employer or any Related Company.

Limitations on Hardship Withdrawals

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

FORFEITURE OF NON-VESTED AMOUNTS

If your employment terminates with the Employer (and all Related Companies) and you are not 100% vested in the Value of the Employer Contributions in your Account at that time, you will forfeit the non-vested portion of your Account.

Timing of Forfeiture

- If you have no Vested Interest in your Account, your Account will be forfeited on the date your employment terminates.
- If you have a Vested Interest in your Account and receive distribution of that amount because of your termination, the non-vested portion of your Account will be forfeited on the date distribution is made to you.
- If you have a Vested Interest in your Account, but do not receive distribution of that interest because of your termination, the non-vested portion of your Account will be forfeited on the date you incur 5-consecutive Breaks in Vesting Service following your termination of employment.

If you are reemployed by the Employer (or a Related Company) before the non-vested portion of your Account is forfeited, the forfeiture will not occur.

Recrediting of Forfeited Amounts

If you are reemployed by the Employer (or a Related Company) after forfeiting the non-vested portion of your Account, the amount you forfeited will be recredited to your Account if you meet all of the following conditions:

- you are reemployed before you incur 5 consecutive Breaks in Service after the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account).
- you become an employee covered under the Plan before the earlier of (1) 5 years from your reemployment date or (2) the date you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account).
- if you received distribution of the vested portion of your Account, you repay the full amount of the distribution attributable to Employer Contributions before the earlier of (1) 5 years from your reemployment date or (2) the date you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you.

Treatment of Forfeited Amounts

Amounts forfeited during a Plan Year are used to meet the Employer's contribution obligations to the Plan or to pay Plan expenses.

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 72 (or age 70 1/2 if you were born before July 1, 1949).

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 72 (or age 70 1/2 if you were born before July 1, 1949) or retire, whichever is later, unless you request an earlier distribution. To request a distribution, you must contact the Service Provider.

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 72 (or age 70 1/2 if you were born before July 1, 1949) 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.

Federal tax law requires distribution to your Beneficiary to be made in full within certain legal timeframes that are dependent upon several factors, including (a) whether you have a designated Beneficiary, (b) your relationship to the Beneficiary (spousal or non-spousal Beneficiary), and (c) certain elections that your Beneficiary may make after your death. Contact the Administrator or consult with a qualified tax advisor or financial planner for more information regarding payments to Beneficiaries.

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 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 cash out 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").

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

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

FORM OF PAYMENT

FORM OF PAYMENT TO YOU

- **Single-sum payment:** Distribution of your Account will be made in one payment.
- **Minimum required distributions:** If you postpone payment until you are required to begin payment under federal law, you may elect to receive distribution in a series of installment payments that meet federal minimum distribution requirements.
- **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 through the self-directed brokerage option 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 hardship withdrawal.

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

FORM OF PAYMENT TO YOUR BENEFICIARY

If you die before distribution of your Account is made, distribution of your Account will be made to your Beneficiary in a single-sum payment.

If your Beneficiary receives distribution in a single-sum payment, 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 rollover the distribution to an IRA (including a Roth IRA) or to any other eligible plan. Your non-Spouse Beneficiary may only rollover 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.

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.

Effect of Marriage on Prior Beneficiary Designation

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

Effect of Divorce on Prior Beneficiary Designation

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

Beneficiary Where There is No Designated Beneficiary

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse, your estate. Be sure to keep your Beneficiary designation and your Beneficiary's address up-to-date. Revisit your Beneficiary designation after any significant life change such as marriage, divorce, or the birth or death of a family member, so that the designation continues to reflect your wishes. You must follow the Plan's process to change your Beneficiary designation.

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 validated 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.

This section describes 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.

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, you will be 100% vested in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account and 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

Reasonable administrative expenses of the Plan will be paid from the Plan to the extent not paid by your Employer or otherwise defrayed.

Your individual account may be charged reasonable fees and expenses directly related to you. These expenses may include fees for the processing loans, distributions, qualified domestic relations orders, wire transfers, express delivery service, and other similar transactions. Fees and expenses that you may pay as a participant are detailed in a fee disclosure notice which is provided to you by the Plan at least once each year.

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 2021, the maximum contribution amount is \$19,500.

If you are a Highly Compensated Employee, federal law also limits the amount of After-Tax Contributions you may make to the Plan compared to the contributions made to the Plan for employees who are not Highly Compensated Employees. If the Administrator determines that contributions for Highly Compensated Employees would impermissibly exceed the contributions for other employees, it may adjust the amount of After-Tax Contributions that would otherwise be made for Highly Compensated Employees.

In addition, 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.

If your employment terminates with the Employer (and all Related Companies) before you are fully vested in your Account, you will lose the non-vested portion of your Account.

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 section titled **ERISA CLAIMS PROCEDURES**.

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 per day, up to a maximum amount per request as provided by law, 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 section titled **ERISA CLAIMS PROCEDURES**) 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 Deputy Assistant Secretary, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210, Attn: 3001 Comment Request. 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

<i>Account</i>	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
<i>Administrator</i>	The fiduciary responsible for the administration of the Plan.
<i>After-Tax Contribution</i>	Any contribution you elect 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.
<i>After-Tax Rollover Contributions</i>	A Rollover Contribution that consists of contributions you made to another plan or annuity contract as after-tax employee contributions (as distinct from elective 401(k) or 403(b) contributions) and earnings on those contributions.
<i>Beneficiary</i>	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
<i>Break in Service</i>	A Vesting Service crediting period in which you complete no more than 500 Hours of Service.
<i>Catch-Up 401(k) Contribution</i>	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.
<i>Catch-Up Limit</i>	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 2021 is \$6,500. The IRS may adjust this limit for future years.
<i>Compensation</i>	<p>The compensation from your Employer that is taken into account in determining the amount of contributions that you or your Employer can make to your Account.</p> <p>Your Compensation for any period means the wages as defined in Code Section 3401(a), paid to you for such period for services as a Covered Employee that would be used for purposes of income tax withholding at the source, determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed.</p> <p>Compensation includes the following:</p> <ul style="list-style-type: none">• 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. For purposes of this paragraph, if the Employer does not permit you to

elect cash instead of coverage under the group health plan unless you certify you have other health coverage, and you cannot make that certification, those amounts are included in your Compensation the same as if you could have elected to receive them in cash.

- 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.

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.
- amounts earned before you became eligible to make or receive contributions.
- deferred Compensation, income from the exercise of any stock options, income from any phantom stock plan or any similar equity plan, welfare benefits, and Compensation not paid by the participating Employer related to the relevant allocation.

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 2021, the maximum amount is \$290,000. (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. Different groups of employees may be Covered Employees for different types of contributions.

Designated Roth Rollover Contributions

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

Disabled

You have a mental or physical condition that is likely to result in death or is expected to be of long-continued or indefinite duration and that prevents you

from continuing in employment with your Employer. You are Disabled only if you meet one or more of the following criteria:

- you are eligible for Social Security disability payments.
- you are eligible for benefits under the Employer's long term disability program.

Employer

A company that participates in the Plan.

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.

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 and are in the top-paid 20% of employees. For 2020 (the look back year used to determine who is a Highly Compensated Employee for 2021), this limit is \$130,000. If you are concerned that you may be a Highly Compensated Employee, you should consult the Administrator.

Hour of Service

Each hour that is used for determining your Vesting Service.

An Hour of Service is each hour for which you are paid or entitled to be paid by the Employer, a Predecessor Employer, or a Related Company and includes your time at work, vacations, holidays, paid sick days, jury duty, military duty, approved leaves of absence, and certain maternity and paternity leaves of absence. However, no more than 501 Hours of Service will be used to determine your service for any period for which you are not actually working, unless you are absent because of military duty and you return to employment while your reemployment rights are protected under federal law or you are absent for certain other reasons, as specified in the Plan document.

Notwithstanding any other provision of the Plan to the contrary, if your Employer does not maintain records that accurately reflect your actual hours of your service or for ease of administration, hours may be credited using equivalencies prescribed by the Department of Labor that credit a specified number of hours for a day, week, month, etc.

In-Plan Roth

Rollover

Contribution

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

<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>Nonelective Contribution</i>	Any Employer Contribution made to the Plan by your Employer that is not contingent on your contributions, as described in detail in EMPLOYER CONTRIBUTIONS: NONELECTIVE 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 62.
<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 Follett Retirement Savings 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>Predecessor Employer</i>	Any company that is a predecessor to the Employer, under federal tax rules.
<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>Qualified Nonelective Contributions</i>	Any Employer Contribution that can be used to satisfy federal limitations on 401(k), After-Tax, and Matching Contributions of Highly Compensated Employees, as described in detail in EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS .
<i>Regular Matching Contributions</i>	Any Matching Contribution other than: <ul style="list-style-type: none"> • a Safe Harbor Matching Contribution.

- a Prior Matching Contribution.

Related Company

Any company or business that is considered to be related to an Employer under federal tax law.

Rollover Contribution

Any qualified cash contribution that you elect to rollover to the Plan from another retirement plan or from a rollover IRA.

Roth 401(k) Contribution

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.

Safe Harbor Matching Contribution

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**.

Service Provider

The entity to which certain administrative functions have been assigned by the Sponsor. For more information, see **PLAN IDENTIFICATION INFORMATION: SERVICE PROVIDER**.

Sponsor

The company that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is Follett Corporation.

Spouse

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.

Standard Nonelective Contribution

Any Nonelective Contribution other than:

- a Qualified Nonelective Contribution.
- a Prior Nonelective Contribution.

Trustee

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.

Value

The monetary worth of the contributions and investment earnings and losses on such contributions in your Account.

Vested Interest

The percentage of the Value of your Account that you are entitled to receive upon distribution.

Vesting Service

The service credited to you that is used for determining your Vested Interest in the Value of the following contributions:

- Standard Nonelective Contributions.

ADDENDUM RE: GRANDFATHERED PROVISIONS

GRANDFATHERED IN-SERVICE WITHDRAWAL PROVISIONS

The following withdrawal provisions apply to the participants identified below:

Follett Employees hired by Follett prior to January 1, 2015 and who have not attained age 59-1/2 are permitted to take a "Special Service Withdrawal" of up to 60% of their vested Nonelective Contribution for the purpose of purchasing a primary residence.

Matching Contributions from the Baker & Taylor Retirement Savings Plan are available for in-service withdrawal only after they have been held at least 24 months.

GRANDFATHERED PAYMENT OPTIONS

If you are in the group of participants described below, you may elect one of the grandfathered payment options described below: Former Participants in the Baker & Taylor Retirement Savings Plan or Bookmasters, Inc. 401(k) Plan who were receiving installment payments will continue to receive those payments. No one else will be eligible for installments.

ADDENDUM RE: DIFFERENT NONELECTIVE CONTRIBUTION PROVISIONS FOR DIFFERENT EMPLOYEE GROUPS

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

STANDARD NONELECTIVE CONTRIBUTION FORMULA

Employee Group: Employees of Follett Corporation.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Follett Higher Education Group, Inc.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Follett Higher Ed Group, Ltd.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Follett School Solutions, Inc.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Follett International, Inc.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of X2 Development Corporation.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described

in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Advanced Graphic Products, Inc.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

**Summary of Material Modifications
to
Follett Retirement Savings Plan**

This Summary of Material Modifications describes changes that have been made to the Plan since the latest Summary Plan Description (employee booklet) was prepared for the Plan. This summary updates the employee booklet. To the extent a provision of this summary conflicts with a provision in the employee booklet, the provision in the summary is controlling. This summary should be kept with your current booklet until an updated booklet is distributed to you.

Effective December 21, 2024, Willo Labs Inc. is no longer a Participating Employer in the Plan. The following section of your employee booklet has been updated accordingly. This updated section replaces the current section of your employee booklet.

PLAN IDENTIFICATION INFORMATION

SPONSOR

Follett Higher Education Group, LLC
3 Westbrook Corporate Center, Suite 200
Westchester, IL 60154

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER

36-2593135

PLAN NUMBER

002

SERVICE PROVIDER

T. Rowe Price Retirement Plan Services, Inc.
1307 Point Street
Baltimore, MD 21231

(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
1307 Point Street
Baltimore, MD 21231

GLOSSARY

Employer

A company that participates in the Plan. At this time, only the Sponsor participates in the Plan. The term "Employer" includes the Sponsor and any other company that has adopted the Plan with the Sponsor's consent. The Administrator can provide you with a list of the adopting Employers. The companies that participate in the Plan are referred to collectively in this booklet as "the Employer."

**Summary of Material Modifications
to
Follett Retirement Savings Plan**

This Summary of Material Modifications describes changes that have been made to the Plan since the latest Summary Plan Description (employee booklet) was prepared for the Plan. This summary updates the employee booklet. To the extent a provision of this summary conflicts with a provision in the employee booklet, the provision in the summary is controlling. This summary should be kept with your current booklet until an updated booklet is distributed to you.

Effective November 6, 2024, Advanced Graphic Products, Inc. is no longer a Participating Employer in the Plan. The following section of your employee booklet has been updated accordingly. The updated section replaces the current section of your employee booklet.

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 Compensation. 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.)

Administrative Committee
3 Westbrook Corporate Center, Suite 200
Westchester, IL 60154
(708) 884-0000

The Summary Plan Description generally refers to actions as being taken by the Administrator; however, the Administrator may delegate such actions, either at certain times or for certain processes, to a third party such as the Service Provider or other party.

SPONSOR

Follett Higher Education Group, LLC
3 Westbrook Corporate Center, Suite 200
Westchester, IL 60154

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER

36-2593135

PLAN NUMBER

002

OTHER ADOPTING EMPLOYERS

Willo Labs Inc

SERVICE PROVIDER

T. Rowe Price Retirement Plan Services, Inc.
1307 Point Street
Baltimore, MD 21231
(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
1307 Point Street
Baltimore, MD 21231

AGENT FOR SERVICE OF LEGAL PROCESS

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

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

**Summary of Material Modifications
to
Follett Retirement Savings Plan**

This Summary of Material Modifications describes changes that have been made to the Plan since the latest Summary Plan Description (employee booklet) was prepared for the Plan. This summary updates the employee booklet. To the extent a provision of this summary conflicts with a provision in the employee booklet, the provision in the summary is controlling. This summary should be kept with your current booklet until an updated booklet is distributed to you.

Effective November 1, 2022, Willo Labs Inc is a participating Employer in the Plan. The following section replaces the current section of your employee booklet.

OTHER ADOPTING EMPLOYERS

Advanced Graphic Products, Inc. and Willo Labs Inc

Summary of Material Modifications to Follett Retirement Savings Plan

This Summary of Material Modifications describes changes that have been made to the Plan since the latest Summary Plan Description (employee booklet) was prepared for the Plan. This summary updates the employee booklet. To the extent a provision of this summary conflicts with a provision in the employee booklet, the provision in the summary is controlling. This summary should be kept with your current booklet until an updated booklet is distributed to you.

The following sections of your employee booklet have been updated to describe changes in the Plan that are effective January 1, 2023. These updated sections replace the current sections of your employee booklet.

INTRODUCTION TO YOUR PLAN

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

How You Save

- You may contribute a percentage of your Compensation 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**.
- If you contribute to the Plan and are a Covered Employee, your Employer may add a Regular Matching Contribution. For information on the amount of your Employer's Regular Matching Contribution and the terms and conditions for receiving Regular Matching Contributions, see **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.
- If you are a Covered Employee, your Employer may also make Standard Nonelective Contributions to the Plan for you. For information on the amount of your Employer's Standard Nonelective

Contribution and the terms and conditions for receiving Standard Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS.**

- If you are a Covered Employee, 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.**
- If you are a Covered Employee, your Employer may make special contributions to the Plan for you that can be used to help it satisfy nondiscrimination rules applicable to 401(k) plans. These contributions are called Qualified Nonelective Contributions. For information on the terms and conditions for receiving Qualified Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS.**
- Your Account may include Prior Matching Contributions that were either (1) made under the terms of another plan and then transferred directly to the Plan or (2) made under terms of the Plan that are no longer in effect. These prior contributions may be subject to different rules than other amounts held under the Plan.
- Your Account may include Prior Nonelective Contributions that were either (1) made under the terms of another plan and then transferred directly to the Plan or (2) made under terms of the Plan that are no longer in effect. These prior contributions may be subject to different rules than other amounts held under the Plan.
- Dollars you save as Pre-Tax 401(k) Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Dollars saved as After-Tax Contributions, including rolled over after-tax employee 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, including rolled over after-tax employee 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.

ELIGIBILITY TO PARTICIPATE

To participate in the Plan, you must be a Covered Employee, as described below. There are no other age or service requirements to complete. However, you will not be permitted to make contributions to the Plan or be eligible to receive Employer Contributions until the first day of the month coinciding with or immediately following the date you are hired as a Covered Employee.

COVERED EMPLOYEES

Different employee groups are eligible for different types of contributions.

- 401(k) Contributions and Rollover Contributions. You are a Covered Employee with respect to 401(k) Contributions and Rollover Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.
 - you are **not** a Leased Employee.
 - you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
 - you are **not** a resident of Puerto Rico.
- Standard Nonelective Contributions. You are a Covered Employee with respect to Standard Nonelective Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.
 - you are **not** a Leased Employee.
 - you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
 - you are **not** a Highly Compensated Employee.
 - you are **not** a resident of Puerto Rico.
 - you are **not** one of the following: (a) Employee who is eligible as of the last day of the Plan Year to participate in certain incentive or commission plans maintained by the Employer and designated by the Administrative Committee as disqualifying.
(b) Employee who is considered a Baker & Taylor Employee, including all subsidiaries of Baker & Taylor, is designated by the Administrative Committee as disqualifying.
(c) Employee who is considered a Bookmasters, Inc. Employee is designated by the Administrative Committee as disqualifying.
- Matching Contributions. You are a Covered Employee with respect to Matching Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.
- you are **not** a Leased Employee.
- you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
- you are **not** a resident of Puerto Rico.

- Safe Harbor Matching Contributions. You are a Covered Employee with respect to Safe Harbor Matching Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.
- you are **not** a Leased Employee.
- you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
- you are **not** a resident of Puerto Rico.

- Qualified Nonelective Contributions. You are a Covered Employee with respect to Qualified Nonelective Contributions 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 nonresident alien, or you are a nonresident alien who receives United States source income.
- you are **not** a Leased Employee.

- you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
- you are **not** a resident of Puerto Rico.

Amount of 401(k) Contributions

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

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.

Deemed Severance of Employment Withdrawals

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

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

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

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

Qualified Reservist Distributions

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

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

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

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

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 72 (or age 70 1/2 if you were born before July 1, 1949).

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.

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. 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.

Federal tax law requires distribution to your Beneficiary to be made in full within certain legal timeframes that are dependent upon several factors, including (a) whether you have a designated Beneficiary, (b) your relationship to the Beneficiary (spousal or non-spousal Beneficiary), and (c) certain elections that your Beneficiary may make after your death. Contact the Administrator or consult with a qualified tax advisor or financial planner for more information regarding payments to Beneficiaries.

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. 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. Your installment payments may be adjusted for cost-of-living if provided in your Plan's administrative procedures.
- **Partial payments:** You and your Beneficiary may elect to receive a partial distribution of only a portion of your Account following termination and postpone distribution of the remaining balance.
- **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 through the self-directed brokerage option 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 rollover part of your distribution and the part you want to rollover is less than \$500.

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 2021, the maximum contribution amount is \$19,500.

Total contributions to your Account under the Plan are subject to annual limitations under federal law. Your Employer is required to restrict total contributions to your Account under 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.

***Qualified
Nonelective
Contributions***

Any Employer Contribution that can be used to satisfy federal limitations on 401(k) and Matching Contributions of Highly Compensated Employees, as described in detail in **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.

**Summary of Material Modifications
to
Follett Retirement Savings Plan**

This Summary of Material Modifications describes changes that have been made to the Plan since the latest Summary Plan Description (employee booklet) was prepared for the Plan. This summary updates the employee booklet. To the extent a provision of this summary conflicts with a provision in the employee booklet, the provision in the summary is controlling. This summary should be kept with your current booklet until an updated booklet is distributed to you.

The following sections of your employee booklet have been updated to describe changes in the Plan that are effective as of the dates noted. These updated sections replace the current sections of your employee booklet.

PLAN IDENTIFICATION INFORMATION

Effective January 1, 2022, Follett Higher Education Group, Ltd and Follett Higher Education Group, Inc. are removed as adopting employers.

Effective April 1, 2022, Baker & Taylor, LLC and Book Masters, Inc. are removed as adopting employers.

OTHER ADOPTING EMPLOYERS

Advanced Graphic Products, Inc.

SPONSOR

Follett Higher Education Group, LLC
3 Westbrook Corporate Center, Suite 900
Westchester, IL 60154

**Summary of Material Modifications
to
Follett Retirement Savings Plan**

This Summary of Material Modifications describes changes that have been made to the Plan since the latest Summary Plan Description (employee booklet) was prepared for the Plan. This summary updates the employee booklet. To the extent a provision of this summary conflicts with a provision in the employee booklet, the provision in the summary is controlling. This summary should be kept with your current booklet until an updated booklet is distributed to you.

Effective January 1, 2022, Follet Schools Solutions, LLC, Follet International, LLC and X2 Development, LLC are removed as adopting employers.

The following sections of your employee booklet have been updated to describe changes in the Plan that are effective January 1, 2022. These updated sections replace the current sections of your employee booklet.

PLAN IDENTIFICATION INFORMATION

OTHER ADOPTING EMPLOYERS

Follett Higher Education Group, Inc., Follett Higher Ed Group, Ltd., Advanced Graphic Products, Inc., Baker & Taylor, Inc., Baker & Taylor Fulfillment, Inc., Baker & Taylor Sales Fulfillment, Inc., Baker & Taylor LLC, Baker & Taylor Field Merchandising LLC, JA Majors Company I LTD, and Bookmasters, Inc.

GLOSSARY

Employer

A company that participates in the Plan. Employers that have adopted the Plan include the Sponsor and the following: Follett Higher Education Group, Inc., Follett Higher Ed Group, Ltd., Advanced Graphic Products, Inc., Baker & Taylor, Inc., Baker & Taylor Fulfillment, Inc., Baker & Taylor Sales Fulfillment, Inc., Baker & Taylor LLC, Baker & Taylor Field Merchandising LLC, JA Majors Company I LTD, and Bookmasters, Inc.. The companies that participate in the Plan are referred to collectively in this booklet as "the Employer."

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

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

STANDARD NONELECTIVE CONTRIBUTION FORMULA

Employee Group: Employees of Follett Corporation.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Follett Higher Education Group, Inc.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Follett Higher Ed Group, Ltd.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Advanced Graphic Products, Inc.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

**Summary of Material Modifications
to
Follett Retirement Savings Plan**

This Summary of Material Modifications describes changes that have been made to the Plan since the latest Summary Plan Description (employee booklet) was prepared for the Plan. This summary updates the employee booklet. To the extent a provision of this summary conflicts with a provision in the employee booklet, the provision in the summary is controlling. This summary should be kept with your current booklet until an updated booklet is distributed to you.

The following sections of your employee booklet have been updated to describe changes in the Plan that are effective September 1, 2021. These updated sections replace the current sections of your employee booklet.

*The section titled **Type of Plan** is updated to identify the Plan as a "multiple employer" plan. The following new paragraph has been inserted into this section.*

The Plan is also a "multiple employer" plan. A multiple employer plan is treated as two or more separate plans for certain legal purposes.

*The section titled **Other Adoption Employers** is updated to reflect changes to Employer names for Follett School Solutions, Inc., Follett International, Inc. and X2 Development Corporation. The following section replaces the current section of your employee booklet:*

OTHER ADOPTING EMPLOYERS

Follett Higher Education Group, Inc., Follett Higher Ed Group, Ltd., Follett School Solutions, LLC, Follett International, LLC, X2 Development, LLC, Advanced Graphic Products, Inc., Baker & Taylor, Inc., Baker & Taylor Fulfillment, Inc., Baker & Taylor Sales Fulfillment, Inc., Baker & Taylor LLC, Baker & Taylor Field Merchandising LLC, JA Majors Company I LTD, and Bookmasters, Inc.

*Additionally, the **Addendum Re: Different Nonelective Contribution Provisions For Different Employee Groups** is updated to reflect changes to Employer names for Follett School Solutions, Inc., Follett International, Inc. and X2 Development Corporation. The following sections replace the current sections in the Addendum:*

Employee Group: Employees of Follett School Solutions, LLC.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of Follett International, LLC.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you

have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.

Employee Group: Employees of X2 Development, LLC.

If you are a member of this employee group, your Employer may, in its discretion, make a Standard Nonelective Contribution for the Plan Year equal to a uniform dollar amount for each eligible member of the employee group. You will share in the Standard Nonelective Contribution for a Plan Year once you have met the requirements to participate in the Plan with respect to Standard Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**, provided you meet the allocation requirements described in **EMPLOYER CONTRIBUTIONS: Nonelective Contributions**.
