

**JM FAMILY ENTERPRISES, INC.**  
**RETIREE HEALTH REIMBURSEMENT ARRANGEMENT**

**SUMMARY PLAN DESCRIPTION**

**EFFECTIVE DATE: January 1, 2016**

**AMENDED AND RESTATED: September 27, 2023**

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## INTRODUCTION

JM Family Enterprises, Inc. (the "Employer") has established the Health Reimbursement Arrangement (the "HRA"). The JM Family Enterprises, Inc. Retiree Medical Plan Retirement Option (MPRO) and the JM Family Enterprises, Inc. Healthcash benefits are intended to be components of this HRA. Despite the fact that the MPRO and Healthcash historically provided different types of benefits, this Summary Plan Description, as well as the HRA plan document will serve as the governing plan documents for both the MPRO and Healthcash benefits. We will refer to the MPRO and Healthcash benefits as separate "Benefit Options" throughout the plan documents.

Upon meeting the eligibility criteria established by the Employer, you may be eligible to participate in either the MPRO or the Healthcash Benefit Option. To avoid confusion, and to provide you with information about the Benefit Option that you are eligible for, your Employer will determine which Benefit Option you are eligible for, and will provide you with the appropriate Appendix based on that determination. If you are eligible for the MPRO Benefit Option, you will receive the MPRO Benefit Option Appendix with your SPD. If you are eligible for the Healthcash Benefit Option, you will receive Healthcash Benefit Option Appendix with your SPD. If you would like to review the Appendix for the other Benefit Option, copies may be obtained from the Plan Administrator whose contact information is contained in this SPD.

This HRA is intended to be a component of the JM Family Enterprises, Inc. Your Choice Plan and shall be administered accordingly. The purpose of this HRA is to reimburse certain participating Retirees (and in some cases, the Surviving Spouse or Dependents of the Retiree) ("Participants") for certain unreimbursed medical expenses ("Eligible Medical Expenses") incurred by the Participant or their Spouse or Dependents. The HRA is intended to qualify as a medical expense reimbursement plan and meet the requirements for qualification under Code Section 105(b) and Section 106(a), and that benefits paid Retirees hereunder be excludible from their gross incomes by virtue of Section 105(b) and Section 106(a).

This Summary Plan Description, or "SPD," describes the basic features of the HRA, including the rights and responsibilities of Participants, the former Employer, and the Plan Administrator. Benefits Option The SPD and/or its Appendices may be amended or replaced from time to time to reflect changes made to the Plan. You should contact your former Employer if you have concerns that the SPD or Appendices you have are outdated. The appendices referenced in this SPD should be considered a part of the SPD.

This HRA has been established and is operated in accordance with both this SPD and the official Plan Document. This SPD (including the applicable appendices) has been incorporated into and made a part of the official Plan Document (i.e., the official Plan Document and this SPD together constitute the Plan Document for this HRA). Although the SPD has been incorporated into and made a part of the Plan Document, the terms of the official Plan Document will control if there is a conflict between this SPD and the official Plan Document.

## PART I: General Information about the Plan

*\*You will notice that certain terms and/or phrases are capitalized throughout this SPD. These terms and/or phrases are important and you should remember them. The capitalized terms and phrases are defined either in this SPD or in the official plan document in which this SPD is incorporated.*

### Q-1. What is the HRA?

The HRA is an Employer provided reimbursement account. The HRA works as follows:

- The Employer establishes a notional account called a Health Reimbursement Arrangement (“Reimbursement Account”) for each Participant (see Q-2 for more information on how to become a Participant).
- The Employer allocates a specified amount of employer contributions, called “HRA Dollars,” to each Participant’s Reimbursement Account for reimbursement of Eligible Medical Expenses.
- You do not forfeit HRA dollars that you do not use during a Plan Year.
- Since the HRA is Employer funded, you do not make contributions to this account, nor do you have to pay for your HRA coverage (unless you elect COBRA continuation coverage under the COBRA Continuation of Coverage Appendix).

### Q-2. Who can participate in the HRA?

You are eligible to participate in this HRA if you satisfy the Retiree eligibility requirements for at least one of the two (2) Benefit Options as described in the Eligibility Criteria Appendix of this SPD. Eligible Retirees who become covered under this HRA are called “Participants.” **Despite anything in this SPD to the contrary, you may participate in one of the Benefit Options or the other but not both.**

### Q-3. How do I know if I satisfy the eligibility requirements for one of the Benefit Options?

You may consult the eligibility criteria for each of the two HRA Benefit Options described in the Eligibility Criteria Appendix of this SPD.

### Q-4. Can I use my HRA Dollars to reimburse the Eligible Medical Expenses of my Spouse and Dependents?

If you become a Participant, you may choose to use your HRA Dollars to reimburse the Eligible Medical Expenses of your Spouse and Dependents. If you choose to use your HRA Dollars to reimburse the Eligible Medical Expenses of your Spouse and Dependents, you may be required to periodically provide proof of their Spouse and/or Dependent status upon request by the Plan Administrator (or its designee). Failure to provide such proof may result in a delay in coverage under this HRA or termination of coverage.

In some circumstances, the HRA may reimburse the Eligible Medical Expenses of a child of yours (as defined by applicable state law) in accordance with a Qualified Medical Child Support Order (“QMCSO”) to the extent the QMCSO does not require coverage not otherwise offered under this HRA.

You may request a copy of the Plan's QMCSO procedures, free of charge, by contacting the Plan Administrator of this HRA (as identified in the Plan Information Appendix).

**Q-5. What is the effective date of coverage under this HRA?**

Coverage under this HRA for an individual who is a Retiree on or any time leading up to the HRA's Effective Date (January 1, 2016), and who satisfies the eligibility requirements for at least one Benefits Option as discussed in the Eligibility Criteria Appendix of this SPD, begins on the Effective Date.

Coverage for an individual, who is an Associate on or at any time following the Effective Date and who incurs a Termination of Employment after the Effective Date will begin on the later of: the day the former Associate satisfies the eligibility requirements for at least one Benefits Option as discussed in the Eligibility Criteria Appendix of this SPD, or the first day of the calendar month following the calendar month in which the former Associate's Termination of Employment occurred. In no event will the coverage under this HRA begin before the earlier of the Effective Date of this HRA. The effective date of this HRA is identified in the Plan Information Appendix.

**Q-6. When does coverage under this HRA end?**

Coverage ends on the earlier of:

- (a) the date of your death (however, please review the applicable MPRO or Healthcash Benefit Option Appendix that has been provided to you to identify situations in which coverage may continue for your Spouse or Dependents after your death);
- (b) the date you elect to permanently opt out of and waive future reimbursements from your Reimbursement Account;
- (c) if you are a Participant in the Healthcash Benefit Option, the date that there are no HRA Dollars remaining in your Reimbursement Account;
- (d) the date an adopting Affiliate Employer of the Retiree withdraws from participation in the Plan; or
- (e) the date that this Plan is terminated by the Company.

All HRA Dollars that are not applied towards Eligible Medical Expenses incurred before your coverage termination date are forfeited, except as otherwise described in the applicable MPRO or Healthcash Benefit Option Appendix of this SPD.

**Q-7. How do I enroll in the HRA?**

Generally, once you satisfy the eligibility requirements discussed in the Eligibility Criteria Appendix of this SPD, you will receive notice from the Third Party Administrator that you are eligible to participate in the Plan, unless you affirmatively elect to opt out of and waive coverage under the Plan. However, there are certain circumstances in which your participation in the Plan may/will be delayed. Please see the applicable MPRO or Healthcash Benefit Option Appendix of this SPD to determine when you will begin participating in the Plan.

**Q-8. What is an “Eligible Medical Expense?”**

“Eligible Medical Expenses” vary based on whether the Participant is eligible for the MPRO or the Healthcash Benefit Option. Please see the applicable MPRO or Healthcash Benefit Option Appendix of this SPD to identify the Eligible Medical Expenses for your Benefit Option.

**Q-9. What is a Reimbursement Account?**

Once you become a Participant, the Employer establishes a Reimbursement Account for you. The Reimbursement Account is a notional bookkeeping account that keeps a record of HRA Dollars allocated to your account and reimbursements made to you under this HRA. You have no property rights in the Reimbursement Account.

**Q-10. Who contributes to my Reimbursement Account?**

While you are enrolled in the Plan as a Participant, the Employer allocates HRA Dollars to your Reimbursement Account. The amount and frequency of the HRA Dollar allocations will depend on whether you are eligible for the MPRO or the Healthcash Benefit Options. You do not contribute to your Reimbursement Account, nor do you pay for this coverage. However, your Spouse or Dependents may be required to pay the “applicable premium” for continuation of HRA coverage under COBRA (please refer to the COBRA Continuation of Coverage Appendix for more information regarding COBRA continuation coverage).

**Q-11. How are HRA Dollars allocated to my Reimbursement Account?**

The Employer will allocate a specified amount of HRA Dollars to your Reimbursement Account, based on your Benefit Option. Please see the applicable MPRO or Healthcash Benefit Option Appendix of this SPD for an explanation of when the “HRA Dollars” will be allocated to your Reimbursement Account (i.e., on a one-time or annual basis).

These Appendices will also provide information about the amount of HRA Dollars that will be contributed to your Reimbursement Account. The amount of HRA Dollars allocated to your Reimbursement Account is determined in the sole discretion of the Employer in a uniform and non-discriminatory manner and may vary depending on circumstances, including but not limited to, Benefit Option and family status.

**Q-12. What happens if I do not use all of the HRA Dollars allocated to my Reimbursement Account during the Plan Year?**

If you do not use all of the HRA Dollars allocated to your Reimbursement Account, the HRA Dollars remain in your Reimbursement Account for reimbursement of Eligible Medical Expenses during a subsequent Plan Year (to the extent you remain covered under the Plan).

When your coverage terminates under the Plan, any HRA dollars remaining in your Reimbursement Account will be forfeited and returned to the Employer, unless your Spouse and/or Dependents may continue to receive Plan benefits, as described in the applicable MPRO or Healthcash Benefit Option Appendix of this SPD.

**Q-13. Is there a limit on how much can be allocated to my Reimbursement Account?**

The amount of HRA Dollars that will be allocated to your Reimbursement Account will vary based on the Benefit Option that you are eligible to participate in. Please see the applicable MPRO or Healthcash Benefit Option Appendix of this SPD. There is no limit on the balance that you may maintain in your Reimbursement Account at any given time.

**Q-14. What is the maximum amount of reimbursement that I may receive under the HRA?**

The maximum reimbursement amount that you can receive is equal to your Reimbursement Account balance at the time the request for reimbursement is processed. Any portion of a claim for reimbursement that exceeds the maximum reimbursement amount will be pended and processed if and when the Reimbursement Account becomes sufficient. Pended claims will be processed and, if appropriate, paid before any new claims are processed and paid.

**Q-15. Will a change in status cause the amount of HRA Dollars allocated to my Reimbursement Account to change during the Plan Year?**

In some instances, the gain or loss of a Spouse, or your return to work for the Employer may cause your HRA Dollar allocation to be adjusted to the extent described in the applicable MPRO or Healthcash Benefit Option Appendix of this SPD. All adjustments (if any) will be applied only prospectively.

**Q-16. How do I receive reimbursement under the HRA?**

Under this HRA, your reimbursement options will vary based on the Benefit Option that you are eligible for. Please consult the applicable MPRO or Healthcash Benefit Option Appendix of this SPD for more information about the reimbursement options for your Benefit Option.

**Q-17. What happens if my claim for benefits is denied?**

If you are denied a benefit under the Plan, you should proceed in accordance with the following procedures contained in the Appeal Procedures Appendix of this SPD.

**Q-18. What happens if I receive overpayments or reimbursements made in error from this HRA?**

If it is later determined that you and/or your Spouse or Dependent(s) received an overpayment or a payment was made in error (i.e., you were reimbursed for an expense under the HRA that is later paid for by another health plan), you will be required to refund the overpayment or erroneous reimbursement to the HRA.

If you do not refund the overpayment or erroneous payment, the Plan reserves the right to offset future reimbursement equal to the overpayment or erroneous payment. If all other attempts to recoup the overpayment/erroneous payment are unsuccessful, the Plan Administrator may consider the payment to be taxable income to you. In addition, if the Plan Administrator determines that you have submitted a fraudulent claim, the Plan Administrator may terminate your coverage under this HRA.



**Q-19. How long will the Plan remain in effect?**

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the Plan at any time for any reason.

**Q-20. Does the Plan coordinate benefits with other Medical Benefits?**

Generally, only medical care expenses that have not been or will not be reimbursed by any other source may be Eligible Medical Expenses (to the extent all other conditions for Eligible Medical Expenses have been satisfied). As such, this HRA does not coordinate benefits with any other group or individual health coverage except to the extent required by Medicare secondary payer rules.

**Q-21. Who do I contact if I have questions about the HRA?**

If you have any questions about the HRA, you should contact the Third Party Administrator or the Plan Administrator. Contact information for the Third Party Administrator and the Plan Administrator is provided in the Plan Information Appendix.

## **PART II: ERISA Rights**

This HRA is a welfare benefit plan as defined in the Employee Retirement Income Security Act (ERISA). ERISA provides that you, as a Plan Participant, will be entitled to:

### **1. Receive Information about Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may apply a reasonable charge for the copies.
- The Plan Administrator is required by law to furnish each participant with a copy of the summary annual report.

### **2. Continue Plan Coverage**

- Please refer to the COBRA Continuation of Coverage Appendix of this SPD for more information regarding the right to continue coverage under the Plan as a result of a qualifying event.

### **3. Prudent Actions by Plan Fiduciaries**

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

### **4. Enforcement of Your Rights**

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored in whole or in part, you

may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (i.e., if it finds your claim is frivolous).

## **5. Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, you should contact the nearest office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**PART III: Appendices**

**PLAN INFORMATION APPENDIX**

This Appendix provides information specific to the above-named Employer’s Health Reimbursement Arrangement for Retirees.

*\*The effective date of this amended Plan Information Appendix is September 27, 2023.*

**GENERAL PLAN INFORMATION**

1. Name, Address, and Telephone Number of the Employer/Plan Sponsor:	JM Family Enterprises, Inc. 100 Jim Moran Boulevard Deerfield Beach, FL 33442 954-429-2000
2. Name, Address, and telephone Number of the Plan Administrator:  The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. The Plan Administrator may delegate one or more of its responsibilities to one or more committees or third parties.	JM Family Enterprises, Inc. Benefits Committee JM Family Enterprises, Inc. 100 Jim Moran Boulevard Deerfield Beach, FL 33442 954-429-2000
3. Address for Service of Legal Process:	JM Family Legal Department 100 Jim Moran Boulevard Deerfield Beach, FL 33442
4. Employer’s Federal Tax Identification Number:	59-1390794
5. Plan Number:	503

6. Original Effective Date of the HRA:	January 1, 2016
7. Plan Year:	January 1 through December 31
8. Affiliated Employers participating in the Plan:	<p>Century Warranty Services, Inc.          Courtesy Insurance Company          Fidelity Warranty Services, Inc.          Jim Moran &amp; Associates, Inc.          JM Family Enterprises, Inc.          SET Services Group LLC          Southeast Toyota Distributors, LLC and its Vehicle Processing division          Southeast Transportation Systems, Inc.          World Omni Financial Corp.; and effective September 1, 2016, its DataScan division</p>
9. Third Party Administrator:  The Plan Administrator has delegated certain day-to-day ministerial administrative duties such as claims processing to the Third Party Administrator. The Third Party Administrator processes claims and performs other administrative duties in accordance with the terms of the Plan and/or the Plan Administrator's instructions. In addition, the Third Party Administrator may rely on guidance from applicable regulatory agencies to assist it in administering the Plan in accordance with its terms.	<p>HealthEquity  <a href="http://www.healthequity.com/wageworks">www.healthequity.com/wageworks</a>          877-924-3967          Hearing Impaired (TTY): 866-353-8058          International resident: 262-238-4000</p>
10. COBRA Administrator	<p>JM Family Enterprises, Inc.          100 Jim Moran Boulevard          Deerfield Beach, FL 33442          Phone: 954-420-3366          Fax: 954-363-4146</p>

11. How is the HRA funded?	General Assets
12. Payment Claim Date	Any unclaimed reimbursement amounts (i.e., failing to cash a reimbursement check) will be forfeited and returned to the Employer if not claimed (or cashed) within 120 days after the check is issued.

## ELIGIBILITY CRITERIA APPENDIX

### **ELIGIBILITY FOR MEDICAL PLAN RETIREMENT OPTION (MPRO) BENEFIT OPTION**

As explained earlier in this SPD, capitalized terms used throughout this document, including the terms “Years of Service” and “Disabled Associate” used within this Appendix, shall have the same meaning prescribed to it in the official plan document. For your convenience, “Years of Service” are determined in accordance with the Vesting Years of Service provisions under the JM Family Enterprises, Inc. Associates’ Retirement Plan (but in no case do references to “Years of Service” in this Appendix bestow eligibility on a Retiree not otherwise eligible to participate in the Retirement Plan), and “Disabled Associate” means an individual receiving benefits under a long-term disability insurance policy sponsored by the Employer.

You will be eligible to participate in the MPRO Benefits Option of the HRA if you satisfy the following eligibility criteria:

- A. Prior to January 1, 2006, you:
  - 1. attained age fifty-five (55), and
  - 2. accrued ten (10) or more Years of Service; and
  - 3. then experienced a Termination of Employment; **OR**
  
- B. You:
  - 1. attained age fifty (50) as of December 31, 2005, and
  - 2. experience(d) a Termination of Employment after 2005, and
  - 3. at the time of your Termination of Employment, you had:
    - i. attained age fifty-five; and
    - ii. accrued ten (10) or more Years of Service, and
  - 4. you did not waive participation in the MPRO Benefits Option (or its predecessor benefit plan) in favor of the Healthcash Benefit Option (or its predecessor benefit plan) in the time leading up to January 1, 2006, the date the predecessor Healthcash Plan first became effective, in the manner prescribed by applicable administrative procedures; **OR**
  
- C. You:
  - 1. were a Disabled Associate who attained age fifty (50) as of December 31, 2005, and

2. while a Disabled Associate, you:
    - i. attained age fifty-five; and
    - ii. accrued ten (10) or more Years of Service, and:
  3. you did not waive participation in the MPRO Benefits Option (or its predecessor benefit plan) in favor of the Healthcash Benefits Option (or its predecessor benefit plan) in the time leading up to January 1, 2006, the date of predecessor Healthcash Plan first became effective, in the manner prescribed by applicable administrative procedures; **OR**
- D. You:
1. experienced a Termination of Employment or became a Disabled Associate prior to the Effective Date of this Plan; and
  2. despite the fact that you satisfied the criteria under sections A., B. or C. above, you elected not to receive MPRO Benefits; and
  3. as part of the one-time Lookback Group election, you affirmatively elected to opt into the Plan on or about the Plan's Effective Date.

**If you satisfy the eligibility criteria under Sections A.,B., C., or D. above, you will be eligible to participate in the MPRO Benefit Option of the HRA. Information about this Benefit Option can be found in the MPRO Benefit Option Appendix of this SPD.**

**ELIGIBILITY FOR HEALTHCASH BENEFIT OPTION**

You will be eligible to participate in the Healthcash Benefits Option of the HRA if you satisfy the following eligibility criteria:

- A. After 2005, you:
1. attained age fifty (50) and experienced a Termination of Employment, and
  2. at the time of your Termination of Employment, you had:
    - i. attained age fifty-five (55); and
    - ii. accrued ten (10) or more Years of Service, **OR**
- B. You:
1. satisfied the criteria in subsections B.1-3 or C. 1-2 under Eligibility for MPRO Benefit Option, and



2. waived participation in the MPRO Benefits Option (or its predecessor plan) in favor of the Healthcash Benefits Option (or its predecessor plan) in the time leading up to January 1, 2006, the date the predecessor Healthcash plan first became effective, in the manner prescribed by applicable administrative procedures; **OR**

C. You:

1. are a Disabled Associate who attained age fifty (50) after 2005, and
2. while a Disabled Associate, you have:
  - i. attained the age of fifty-five (55), and
  - ii. accrued ten (10) or more Years of Service.

**If you meet the eligibility criteria contained in paragraphs A., B., or C. above, you will be eligible to participate in the Healthcash Benefit Option of the HRA. Information about this Benefit Option can be found in the Healthcash Benefit Option Appendix of this SPD.**

## APPEAL PROCEDURES APPENDIX

**Step 1:** *Notice is received from Third Party Administrator.* If your claim is denied, you will receive written notice from the Third Party Administrator that your claim is denied as soon as reasonably possible, but no later than 30 days after receipt of the claim. For reasons beyond the control of the Third Party Administrator, the Third Party Administrator may take up to an additional 15 days to review your claim. You will be provided written notice of the need for additional time prior to the end of the 30-day period. If the reason for the additional time is that you need to provide additional information, you will have 45 days from the notice of the extension to provide that information. The time period during which the Third Party Administrator must make a decision will be suspended until the earlier of the date that you provide the information or the end of the 45-day period.

**Step 2:** *Review your notice carefully.* Once you have received your notice from the Third Party Administrator, review it carefully. The notice will contain:

- the reason(s) for the denial and the Plan provisions on which the denial is based;
- a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- a description of the Plan's appeal procedures and the time limits applicable to such procedures; and
- a right to request all documentation relevant to your claim.

**Step 3:** *If you disagree with the decision, file an appeal.* If you do not agree with the decision of the Third Party Administrator, you may file a written appeal. You should file your appeal no later than 180 days after receipt of the notice described in Step 1. The Plan has established two levels of appeal; therefore, you should file your first-level appeal with the Third Party Administrator. You should submit all information identified in the notice of denial, as necessary, to perfect your appeal and any additional information that you believe would support your appeal to: Health Equity, Attn: Reimbursement Accounts, 15 W. Scenic Pointe Dr., Draper, UT 84020

A first-level claims appeal form is available online at the following address:  
[https://resources.healthequity.com/Forms/Claims\\_Appeal\\_Form.pdf](https://resources.healthequity.com/Forms/Claims_Appeal_Form.pdf)

**Step 4:** *Notice of Denial is received from claims reviewer.* If the claim is again denied on first-level appeal, you will be notified in writing no later than 30 days after receipt of the appeal by the Third Party Administrator.

**Step 5:** *Review your Second Notice of Denial carefully.* You should review the *second* Notice of Denial carefully. The second Notice will contain the same type of information that is provided in the first Notice of Denial provided by the Third Party Administrator.

**Step 6:** *If you still disagree with the Third Party Administrator's decision, file a 2<sup>nd</sup> Level Appeal with the Plan Administrator.* If you still do not agree with the Third Party Administrator's decision, you may file a written second-level appeal with the Plan Administrator within 60 days after receiving the first level appeal denial notice from the Third Party Administrator. You should gather any additional information that is identified in the second Notice of Denial as necessary to perfect your second-level appeal and any other information that you believe would support your appeal. Send your second level appeal to: Appeals

Committee, JM Family Enterprises, Inc., Attn: Retiree Medical/Administrative Committee 100 Jim Moran Blvd., Deerfield Beach, FL, 33442.

**Important Information**

Other important information regarding your appeals:

- Each level of appeal will be independent from the previous level (i.e., the same person(s) or subordinates of the same person(s) involved in a prior level of appeal will not be involved in the appeal);
- On each level of appeal, the claims reviewer will review relevant information that you submit even if it is new information; and
- You cannot file suit in federal court until you have exhausted these appeal procedures.

## COBRA CONTINUATION OF COVERAGE APPENDIX

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a "qualifying event" (defined below). The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should contact the Plan Administrator.

Upon becoming eligible for the HRA, you will have certain COBRA continuation coverage rights and responsibilities. **Please review this appendix carefully and maintain it in your records, as it provides important information regarding COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** In addition to this appendix, you will be provided an election notice that gives more detailed information regarding your continuation coverage rights following a qualifying event. If you believe you have experienced a qualifying event and do not receive an election notice, you should contact the Plan Administrator or the designated Third Party Administrator immediately.

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

### When Coverage May Be Continued Under COBRA

Only "Qualified Beneficiaries" may elect COBRA continuation coverage. A Qualified Beneficiary with respect to this Plan is you, a Spouse, and/or Dependent child who lose coverage as a result of one of the following Qualifying Events:

For you:

- Commencement of a proceeding in bankruptcy with respect to the Employer

For your Spouse:

- Divorce or legal separation
- Death of the Participant (however, please review the applicable MPRO or Healthcash Benefit Option Appendix that has been provided to you to identify situations in which coverage may continue for your Spouse or Dependents after your death)
- Commencement of a proceeding in bankruptcy with respect to the Employer

For your Dependent:

- Child ceasing to be a Dependent (as defined by the Plan)
- Death of the Participant (however, please review the applicable MPRO or Healthcash Benefit Option Appendix that has been provided to you to identify situations in which coverage may continue for your Spouse or Dependents after your death)
- Commencement of a proceeding in bankruptcy with respect to the Employer

### Required Notice

A Qualified Beneficiary must provide notice to the designated COBRA Administrator (identified in the Plan Information Appendix) within 60 days of the later of the date of the Qualifying Event or the date coverage is lost as a result of the Qualifying Event. A Qualified Beneficiary can call, fax or mail this information to the designated COBRA Administrator.

Following the date that the COBRA Administrator has received notice that you have experienced a Qualifying Event (as required above) the Qualified Beneficiary(ies) will receive an Election Notice. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. The Qualified Beneficiary must complete the Election Notice and return it to the COBRA Administrator no later than 60 days from the later of the date of the Qualifying Event or the date the Election Notice is received from the COBRA Administrator. The right to continuation coverage will be lost if the Election Notice is not returned to the COBRA Administrator within the 60-day period. Each Qualified Beneficiary has an independent right to elect continuation coverage. A Qualified Beneficiary can call, fax or mail the Election Notice to the COBRA Administrator.

### Paying for Coverage

Qualified Beneficiaries are required to pay the entire cost of continuation coverage (as determined by the COBRA Administrator or its designee) plus a two percent administrative fee. The monthly contribution amount will be provided in the Election Notice.

The first contribution is due 45 days after the date the Qualified Beneficiary sends the Election Notice to the COBRA Administrator. The first contribution covers the period beginning on the date that coverage is lost to the end of the month in which you are sending you payment. All subsequent contributions are due the first of each month that continuation coverage is in effect. Failure to make the subsequent contribution payments within 30 days of the due date will cause continuation coverage to terminate retroactive to the end of the month in which the last full payment was received. Additional information about making contribution payments will be sent with the Election Notice.

### Type of Coverage

If you choose continuation coverage, you are entitled to the level of coverage under the HRA in effect for you immediately preceding the qualifying event. At the beginning of each plan year that COBRA is in effect, you will be entitled to an increase in your Reimbursement Account Balance equal to the sum of the HRA Dollars allocated to similarly situated Participants in the same Benefit Option (subject to any restrictions applicable to similarly situated Participants) so long as you continue to pay the applicable premium.

### When Continuation Coverage Ends

Continuation coverage will generally end on the earlier of the first to occur:

- 18 months from the date of the Qualifying Event
- The end of the month in which you last made a timely and complete contribution payment
- The Qualified Beneficiary becomes entitled to Medicare
- The Qualified Beneficiary becomes covered by another group health plan after electing continuation coverage to the extent that the Qualified Beneficiary is not subject to a pre-existing condition exclusion period
- The Employer terminates all Plan coverage
- For any reason that coverage for a non-Qualified Beneficiary might end (i.e., submission of fraudulent claims)
- Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### ***Disability extension of 18-month period of COBRA continuation coverage***

If you or your Spouse or Dependents covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

#### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children

getting COBRA continuation coverage if you die; become entitled to Medicare benefits (under Part A, Part B, or both); get divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

#### Obtaining Individual Coverage

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

#### General Information

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the COBRA Administrator using the contact information found in the Plan Information Appendix. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## HEALTHCASH BENEFIT OPTION APPENDIX

**This Section only applies to Retirees that satisfy the eligibility criteria for the Healthcash Benefit Option as described in the Eligibility Criteria Appendix of this SPD. If you do not meet the eligibility criteria for the Healthcash Benefit Option, this information will not apply to your coverage under the HRA Plan.**

### I. Definitions for Purposes of the Healthcash Benefit Option Appendix

- A. **"Annual Addition"** means \$2,000 for a Benefit Credit Year the Associate is a Full Time Associate; \$1,000 for a Benefit Credit Year the Associate is a Part Time Benefit Eligible Associate; and \$0 for a Benefit Credit Year the Associate is not a Part Time Benefit Eligible Associate or Full Time Associate.
- B. **"Benefit Account Balance"** means the amount calculated in accordance with this Healthcash Benefit Option Appendix.
- C. **"Benefit Credit Year"** means a Plan Year during which the Associate is in the employ of the Employer on December 31, occurring after the later of January 1, 2006, or the date the Associate attains age forty (40) years, as well as any other Plan Year required to be taken into account by applicable law. Any and all Benefit Credit Years attributable to employment prior to a Break In Service shall be forfeited. For purposes of Benefit Credit Year determinations, a Disabled Associate shall be considered in the employ of the Employer for the period of eighteen (18) months beginning with the first date upon which the individual began receiving disability benefits of any kind from the Employer. Despite the foregoing, for purposes of Section III, Post-Retirement Addition Amount, Benefit Credit Year determination shall be made without regard to any Break In Service.
- D. **"Break In Service"** shall occur in the event an individual, prior to attaining age fifty-five (55) and having accumulated ten (10) Years of Service, incurs a Termination of Employment, for a period exceeding ninety (90) days, occurring consecutively. The following days shall not be counted for the purposes of calculation of the ninety (90) days requirement in the immediately preceding sentence: 1) the days on which an individual is directly or indirectly compensated or entitled to compensation by the Employer for the performance of service on such days; (2) days for which an individual is directly or indirectly compensated or entitled to compensation by the Employer for reasons other than performance of duties, including vacation, holidays, sickness, jury duty, disability, lay-off, military duty or leave of absence, during the applicable computation period; (3) each day for which back pay is awarded or agreed to by the Employer; (4) days while on unpaid leave of absence; (5) as required by law.



- E. "Full Time Associate"** is an Associate who is classified in the records of an Employer as of the last business day of the applicable calendar year as performing service for the Employer for no less than thirty-two (32) hours each week. The Full Time Associate status determination shall be made annually. The determination of the Full Time Associate status shall be made solely on the basis of the records maintained by the Employer.
- F. "Part Time Benefit Eligible Associate"** is an Associate who is classified in the records of the Employer as of the last business day of the applicable calendar year as performing service for the Employer for at least 24 hours but less than 32 hours each week. The Part Time Benefit Eligible Associate status determination shall be made annually. The determination of the Part Time Benefit Eligible Associate status shall be made solely on the basis of the records maintained by the Employer.
- G. "Re-Hire Period"** means a period of time beginning on the date a Participant returns to employment as an Associate and ending when the Participant incurs a first Termination of Employment following such return to Employment as an Associate.
- H. "Seed Age"** means an Associate's age on January 1, 2006. In the event an Associate did not reach age forty (40) years by January 1, 2006, Seed Age shall equal forty (40) years. In no event shall Seed Age be greater than forty-nine (49) years.
- I. "Seed Balance"** means, with respect to individuals who are Full Time Associates an amount equal to the lesser of:
- (a) \$1,000, multiplied by an amount equal to:
    - (i) Seed Age, plus
    - (ii) Seed Years, minus
    - (iii) 49, or
  - (b) \$20,000.

With respect to individuals who are Part Time Benefit Eligible Associates, Seed Balance means one-half ( $\frac{1}{2}$ ) of an amount equal to the lesser of:

(a) \$1,000, multiplied by an amount equal to:

(i) Seed Age, plus

(ii) Seed Years, minus

(iii) 49, or

(b) \$20,000.

With respect to individuals who are neither Full Time Associates nor Part Time Benefit Eligible Associates, Seed Balance shall equal zero (0). With respect to Associates who have not reached the age of forty (40) on January 1, 2006, the Seed Balance shall equal zero (0) prior to the last day of the Plan Year in which such Associate reaches the age of forty (40). In no event shall the Seed Balance be less than zero (0).

- J. "Post-Retirement Spousal Increase"** shall be an amount determined under the formula for calculation of an increase to the Post-Retirement Addition Amount described in Section II.C.2 (an amount equal to (i) Post-Retirement Addition Amount, multiplied by (ii) one half ( $\frac{1}{2}$ )).
- K. "Seed Years"** means Years of Service an Associate has accumulated on January 1, 2006 if at least age forty (40) years at that date, or the Years of Service an Associate has accumulated at the attainment of age forty (40) years if younger than age forty (40) years on January 1, 2006.
- L. "Spousal Increase"** shall be an amount determined under the formula for calculation of an increase to the Benefit Account Balance described in Section II.A.2 and II.A.7. (an amount equal to (i) the Benefit Account Balance as of the Entry Date, multiplied by (ii) one half ( $\frac{1}{2}$ )).

## **II. HRA Dollars**

Participants in the Healthcash Benefit Option will receive a single allocation of HRA Dollars at the time he or she becomes eligible to participate in the HRA. The Participant may use his or her HRA dollars to reimburse Eligible Medical Expenses incurred by the Participant, the Participant's Spouse, or the Participant's Dependents.

The amount of HRA Dollars that will be allocated to a Participant's account will be determined using the following criteria:

**A. Individuals who, as of January 1, 2006, were Associates for the Employer, or an Affiliate that would satisfy the definition of Employer under the predecessor benefit plan to the Healthcash Benefit Option as of January 1, 2006**

1. For individuals who as of January 1, 2006 were Associates of the Employer, or an Affiliate that would satisfy the definition of Employer under the predecessor benefit plan to the Healthcash Benefit Option as of January 1, 2006, the allocation of HRA Dollars will equal:

(i) the Seed Balance, plus

(ii) the sum of all Annual Additions accrued prior to the Entry Date.

Prior to the date the individual becomes a Retiree, and becomes eligible to participate in the HRA, the HRA Dollars will accrue Annual Interest.

2. For individuals who as of January 1, 2006 were Associates of the Employer, or an Affiliate that would satisfy the definition of Employer under the predecessor benefit plan to the Healthcash Benefit Option as of January 1, 2006, and who have a Spouse on their Entry Date, the individual's HRA Dollars will be increased on his or her Entry Date by an amount equal to:

(i) the HRA Dollars, on the Entry Date, multiplied by

(ii) one-half ( $\frac{1}{2}$ ).

This Section I.A.2. will not apply to the HRA Dollars of an Associate who becomes a Retiree eligible to participate in the HRA through a Termination of Employment by reason of the Associate's death.

3. Regardless of Sections II.A.1. and II.A.2. above, a Participant's HRA Dollars will not be increased under Section II.A.2. above if the Participant's Spouse on such Participant's Entry Date:

(i) receives benefits independent of the Participant under the HRA (i.e., due to the Spouse's own employment relationship with the Employer or an Affiliate); or

(ii) is an Associate of a Participating Employer.

Instead, such Participant's HRA Dollars shall be increased, if at all, as described in Sections II.A.4 and II.A.5 of this Appendix.

4. With respect to the Participant to whom Section II.A.3. of this Appendix applies by virtue of his or her Spouse being an Associate on the Participant's Entry Date,

provided that the Participant's Spouse is not eligible to receive benefits under the Plan following the Participant's Entry Date:

(i) Should a Participant's Spouse incur a Break In Service after the Participant's Entry Date and prior to such Spouse becoming eligible for benefits under the Plan, such Participant's Benefit Account Balance shall be increased by the Spousal Increase on the date the Participant's Spouse incurs a Break In Service. The increase in the Participant's Benefit Account Balance described in this Section II.A.4.(i) shall be conditioned on the Participant's Spouse retaining the status of the Participant's Spouse from the Participant's Entry Date to the Spouse's Break In Service;

(ii) Should a Participant's Spouse incur a Termination of Employment after the Participant's Entry Date, resulting in such Spouse becoming eligible for benefits under the Plan, such Participant's Benefit Account Balance shall be increased, on the day of such Termination of Employment, by an amount equal to the Spousal Increase reduced by the Participant's Spouse's Benefit Account Balance as of the Spouse's Entry Date, including any Post-Retirement Addition Amounts, (but not below zero (0)). The increase in the Participant's Benefit Account Balance described in this Section II.A.4.(ii) shall be conditioned on the Participant's Spouse retaining the status of the Participant's Spouse from the Participant's Entry Date to such Spouse's Termination of Employment.

In no event shall any Participant have his or her Benefit Account Balance increased as a result of both Sections II.A.4(i) and II.A.4(ii).

5. With respect to a Participant to whom Section II.A.3(i) of this Appendix applies by virtue of his or her Spouse receiving benefits under the Plan on the Participant's Entry Date, such Participant's Benefit Account Balance shall be increased, on the Participant's Entry Date, by an amount equal to the Spousal Increase, reduced by the Spouse's Benefit Account Balance as of the Spouse's Entry Date, including any Post-Retirement Addition Amounts (but not below zero (0)).

**B. Individuals who, as of January 1, 2006, were not Associates for the Employer, or an Affiliate that would satisfy the definition of Employer under the predecessor benefit plan to the Healthcash Benefit Option as of January 1, 2006**

1. For individuals who as of January 1, 2006 were not Associates for the Employer, or an Affiliate that would satisfy the definition of Employer under the predecessor benefit plan to the Healthcash Benefit Option as of January 1, 2006, the Benefit Account Balance will be equal to the sum of Annual Additions accrued prior to the Entry Date. The Benefit Account Balance shall accrue interest annually at the average 10-year Treasury interest rate for the applicable calendar year plus 1%. The accrued interest for the applicable calendar year

shall be calculated based upon the Benefit Account Balance on the first day of such calendar year, and shall be credited on the last day of such calendar year. No interest shall accrue after the Associate (or his or her Spouse or Dependent upon the death of the Associate) first become eligible to participate in the Plan.

2. However, for individuals who as of January 1, 2006 were not Associates of the Employer, or an Affiliate that would satisfy the definition of Employer under the predecessor benefit plan to the Healthcash Benefit Option as of January 1, 2006, and who have a Spouse on their Entry Date (should they become a Participant), such Associate's Benefit Account Balance, on the Entry Date shall be increased by an amount equal to (i) the Associate's Benefit Account Balance as of the Entry Date, multiplied by (ii) one half ( $\frac{1}{2}$ ). The immediately preceding sentence shall not apply to the Benefit Account Balance of Associates who become Participants through a Termination of Employment by reason of death.
3. Regardless of Sections II.B.1. and II.B.2. above, a Participant's HRA Dollars will not be increased by Section II.A.2. above if the Participant's Spouse on such Participant's Entry Date:
  - (i) receives benefits independent of the Participant under the HRA (i.e., due to the Spouse's own employment relationship with the Employer or an Affiliate); or
  - (ii) is an Associate of a Participating Employer.

Instead, such Participant's HRA Dollars shall be increased, if at all, as provided in Sections II.B.4 and II.B.5 of this Appendix.

4. With respect to the Participant to whom Section II.B.3. of this Appendix applies by virtue of his or her Spouse being an Associate on the Participant's Entry Date, provided that the Participant's Spouse is not eligible to receive benefits under the Plan following the Participant's Entry Date:
  - (i) Should a Participant's Spouse incur a Break In Service after the Participant's Entry Date and prior to such Spouse becoming eligible for benefits under the Plan, such Participant's Benefit Account Balance shall be increased by the Spousal Increase on the date the Participant's Spouse incurs a Break In Service. The increase in the Participant's Benefit Account Balance described in this Section II.B.4.(i) shall be conditioned on the Participant's Spouse retaining the status of the Participant's Spouse from the Participant's Entry Date to the Spouse's Break In Service;
  - (ii) Should a Participant's Spouse incur a Termination of Employment after the Participant's Entry Date, resulting in such Spouse becoming eligible for benefits under the Plan, such Participant's Benefit Account Balance shall be increased, on the day of such Termination of Employment, by an amount equal to the Spousal Increase reduced by the Participant's Spouse's Benefit Account Balance as of the

Spouse's Entry Date, including any Post-Retirement Addition Amounts, (but not below zero (0)). The increase in the Participant's Benefit Account Balance described in this Section II.B.4.(ii) shall be conditioned on the Participant's Spouse retaining the status of the Participant's Spouse from the Participant's Entry Date to such Spouse's Termination of Employment.

In no event shall any Participant have his or her Benefit Account Balance increased by both Sections II.B.4(i) and II.B.4(ii).

5. With respect to a Participant to whom Section II.B.3(i) of this Appendix applies by virtue of his or her Spouse receiving benefits under the Plan on the Participant's Entry Date, such Participant's Benefit Account Balance shall be increased, on the Participant's Entry Date, by an amount equal to the Spousal Increase, reduced by the Spouse's Benefit Account Balance as of the Spouse's Entry Date, including any Post-Retirement Addition Amounts (but not below zero (0)).

**C. Post-Retirement Addition Amount**

1. The "Post-Retirement Addition Amount" shall be equal to the sum of all Annual Additions accrued during the Participant's Re-Hire Period. The Post-Retirement Addition Amount shall accrue interest annually at the average 10-year Treasury interest rate for the applicable Plan Year plus 1%, during the applicable Re-Hire Period. The accrued interest for the applicable Re-Hire Period shall be calculated based on the Post-Retirement Addition Amount on the first day of the applicable Plan Year, and shall be credited on the last day of such Plan Year.
2. However, for Participants who have a Spouse at the termination of the Re-Hire Period, Post-Retirement Addition Amount shall be increased, on the first day following the termination of the Re-Hire Period, by an amount equal to (i) the Post-Retirement Addition Amount determined in accordance with Section II.C.1 of this Appendix, multiplied by (ii) one half ( $\frac{1}{2}$ ). The immediately preceding sentence shall not apply to Post-Retirement Addition Amount of Participants with respect to whom the applicable Re-Hire Period terminates by reason of death.
3. Regardless of Sections II.C.1 and II.C.2. of this Appendix, a Participant's Post-Retirement Addition Amount will not be increased under Section II.C.2 of this Appendix if the Participant's Spouse at the termination of such Participant's Re-Hire Period:
  - (i) receives benefits independent of the Participant under the HRA (i.e., due to the Spouse's own employment relationship with the Employer or an Affiliate); or
  - (ii) is an Associate of a Participating Employer.

Instead, such Participant's Post-Retirement Addition Amount shall be increased, if at all, by Sections II.B.4 and II.B.5 of this Appendix.

4. With respect to the Participant to whom Section II.C.3. of this Appendix applies by virtue of his or her Spouse being an Associate at the termination of the Participant's Re-Hire Period, and provided that the Participant's Spouse is not eligible to receive benefits under the Plan at the termination of the Participant's Re-Hire Period:

- (i) Should a Participant's Spouse incur a Break In Service after the termination of the Participant's Re-Hire Period and prior to such Spouse becoming eligible for benefits under the Plan, such Participant's Post-Retirement Addition Amount shall be increased by the Post-Retirement Spousal Increase on the date the Participant's Spouse incurs a Break In Service. The increase in the Participant's Post-Retirement Addition Amount described in this Section II.C.4.(i) shall be conditioned on the Participant's Spouse retaining the status of the Participant's Spouse from the termination of the Participant's Re-Hire Period to the Spouse's Break In Service;

- (ii) Should a Participant's Spouse incur a Termination In Service after the termination of the Participant's Re-Hire Period, resulting in such Spouse becoming eligible for benefits under the Plan, such Participant's Post-Retirement Addition Amount shall be increased, on the day of such Termination of Employment, by an amount equal to the Post-Retirement Spousal Increase. The increase in the Participant's Post-Retirement Addition Amount described in this Section II.C.4(ii) shall be reduced, but not below zero (0), by the Spouse's Benefit Account Balance (increased by such Spouse's Post-Retirement Addition Amount(s)) as of the Spouse's Entry Date, but only to the extent such Spouse's Benefit Account Balance (increased by such Spouse's Post-Retirement Addition Amount(s)) as of the Spouse's Entry Date was not used to reduce the increase to the Participant's Benefit Account Balance as described in Section II.A.4(ii) and Section II.B.4(ii) of this Appendix, or the increase to Post-Retirement Addition Amount as provided in this Section II.C.4(ii) with respect to prior Re-Hire Periods. The increase in the Participant's Benefit Account Balance described in this Section II.C.4.(ii) shall be conditioned on the Participant's Spouse retaining the status of the Participant's Spouse from the termination of the Participant's Re-Hire Period to such Spouse's Termination of Employment.

In no event shall any Participant have his or her Benefit Account Balance increased by both Sections II.C.4(i) and II.C.4(ii).

### **III. Eligible Medical Expenses**

“Eligible Medical Expenses” are medical care expenses incurred by you, your Spouse, or your Dependents that are for “medical care” as defined in Internal Revenue Code Section 213(d), provided,

however, that such expenses of a Spouse or Dependent are not an Eligible Medical Expense if your Spouse (or Dependent, as the case may be) is an active Associate. "Incurred" means the date the service or treatment is provided; not when the expense arising from the service or treatment is paid. Thus, an expense that has been paid but not incurred (i.e., pre-payment to a physician) will not be reimbursed until the services or treatment giving rise to the expense has been provided. Also, an otherwise Eligible Medical Expense will not be reimbursed unless the requirements described in Section IV below have been satisfied.

In no event will the following expenses be eligible for reimbursement:

- A. any expense that is not a Code Section 213(d) expense, specifically excluding expenses for a medicine or drug unless such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin.
- B. any expenses incurred for qualified long term care services (as defined in Code Section 106);
- C. expenses incurred prior to the date that coverage under this HRA becomes effective;
- D. expenses incurred after the date that coverage under this HRA ends; and
- E. Expenses that have been reimbursed by another plan or for which you plan to seek reimbursement under another health plan.

Despite the above, the determination of whether an expense is an Eligible Medical Expense is determined within the sole discretion of the Third Party Administrator, subordinate to the Plan Administrator.

#### **IV. Benefit Claim Information**

You will receive information from the Third Party Administrator regarding how you may use your HRA Dollars to pay for Eligible Medical Expenses. You will also receive information from the Third Party Administrator regarding the claims substantiation proof that must be provided with each request for reimbursement. The substantiation documentation shall provide as much information as the Third Party Administrator (or the Plan Administrator, as the case may be) determines necessary to substantiate the nature, the amount, and timeliness of any expenses that may be reimbursed.

If your claim for reimbursement is approved, you will be provided reimbursement no later than as soon as reasonably possible following the determination. Any unclaimed reimbursement amount (i.e., failing to cash a reimbursement check) will be forfeited and returned to the Employer if not claimed (or cashed) by the "Payment Claim Date" identified in the Plan Information Appendix. If your claim for reimbursement is denied, in whole or in part, you will be notified according to the HRA's claims review procedures described in Q-17 in the SPD above.

#### **V. Death of Participant**



In the event of the death of a Participant, the Participant's Spouse and Dependents will continue to be eligible for the reimbursement of their Eligible Medical Expenses in accordance with the following provisions:

In the event that a married Associate dies after attaining age fifty-five (55), and having accumulated at least ten (10) or more Years of Service, but prior to his or her Termination of Employment, if the married Associate would otherwise have been eligible to participate in the Healthcash Benefits Option on the date of his or her death if he or she had retired instead of dying on that date, as discussed in the Eligibility Criteria Appendix of this SPD, the deceased Associate's Spouse and Dependents will be treated as if they were the Participant, for purposes of seeking reimbursement from the Participant's Reimbursement Account for the cost of Eligible Medical Expenses incurred by the Participant's Spouse or Dependents. The deceased Participant's Spouse and Dependents will not be treated as if they were the Participant for purposes of determining the amount of HRA Dollars that will be allocated to the Participant's Reimbursement Account, or for identifying additional persons qualifying as Spouse or Dependents.

In the event an Associate dies before attaining age fifty-five (55) years and/or having accumulated at least ten (10) Years of Service, the Associate's Spouse and Dependents will not be eligible for benefits under the Plan.

Upon the death of a deceased Associate that is not survived by a Spouse or Dependents, or upon the death of a deceased Associate's last Spouse and Dependent, coverage under the HRA will terminate and any remaining balance in the Participant's HRA account will be forfeited according to Q-12 of the SPD.