

PARTICIPANT FEE DISCLOSURE STATEMENT
Cross Country Pipeline Supply 401(k) Profit Sharing Plan ("Plan")
December 31, 2020

This Disclosure Statement is provided by your employer to explain the costs associated with participating in the Plan. It is for informational purposes and is intended to help you make informed decisions about your investments. Unless specifically noted below, all information in this statement is provided as of the above date.

The document includes these sections:

1. General Plan Information
2. Plan Administrative Expenses
3. Individual Expenses
4. Comparative Chart of Plan Investment Options
("Comparative Chart")

Highlights

- This disclosure is provided for informational purposes. **You should read this document carefully, but are not required to take any other specific action.**
- This document explains the costs and fees that you may be charged for participating in your employer's retirement plan.
- This document may be helpful when making decisions about your plan investments.

Special Note: No fees will be charged to you if you have no account balance in the plan.
If you are an Eligible Employee* and not participating, you can enroll at: www.mykplan.com
or by calling the Participant Call Center.

*Your plan may have certain age and length of service requirements that you must meet in order to participate. Since you received this notice, you may have become eligible and may already be participating in the plan. If you would like to confirm your eligibility under the plan, you may log on to the Participant Website or contact a Participant Call Center Representative.

1. General Plan Information

Giving investment instructions¹

- To direct or change your Plan investments, you must either:
 - i. make your investment elections on the Participant Website www.mykplan.com, or
 - ii. speak with a Participant Call Center Representative at 1-866-695-7526, or
 - iii. complete an enrollment form.
- You may direct the investment of all funds held in your Plan account.

Limitations on instructions. Your financial transactions that you request prior to 4:00 p.m. ET or the close of the NYSE, if earlier, on a business day are effective that day. Any financial transactions you request after that time will be treated as received, and will be processed, the next business day.

Designated investment options. Your Plan has a menu of investment options into which you can direct the investment of your plan funds. Generally, Plan investments are selected to provide a wide range of different asset classes (like stocks and bonds) as well as investment styles and managers. Since it is important to understand how these investment choices fit into your personal investment strategy, your company has provided extensive information on these investment choices through ADP's Participant Website and the Participant Call Center. Please see the Comparative Chart section below for the names of, and information about, these designated investment options.

Voting and other rights. The Plan Sponsor will exercise any voting or other rights associated with ownership of shares or units of the designated investment options held in your plan account.

¹ Your plan has employed ADP Retirement Services as your plan's record keeper. ADP Retirement Services provides a comprehensive Participant Website to help you join the plan, initiate transactions or get more information. The participant website and toll free number are generally available 24 hours a day, 7 days a week except during periods of scheduled maintenance. In addition, the Participant Call Center Representatives are knowledgeable in your Plan's provisions, operations and investment choices. Whether you are already in the Plan and need help with a question or you wish to enroll and begin contributing, the Participant Call Center Representative can help Monday through Friday during normal business hours.

2. Plan Administrative Expenses.

Plan administrative expenses, for services such as legal, consulting, audit, accounting, trustee, investment management and advice, and record keeping services, may be incurred to administer the plan. These expenses of administering the Plan may be paid by your employer or from the Plan, or both. Administrative expenses that are not paid by the employer may be deducted from your account. The actual expenses deducted from your account, if any, will be reflected on your quarterly account statement and on the Participant Website at www.mykplan.com. Your employer is currently invoiced for administrative fees charged by the Plan's recordkeeper or collected by the recordkeeper on behalf of another service provider.

In addition to any Plan administrative expenses described above, fees for Investment related services to the Plan of 0.2% of participant balances will be allocated to participant accounts. A portion of this fee will be charged to participant accounts monthly.

Please see the online glossary on the Participant Website www.mykplan.com for a definition of a pro rata allocation and an example of how a pro rata allocation applies, or contact the Participant Call Center.

Additional disclosure will be provided to participants if other Plan administrative fees will be charged to participant accounts.

3. Individual Expenses.

The Plan will apply the following charges directly to your account, if applicable:

Transaction/Service	Fee
Final Distribution	\$55.00 per distribution
Withdrawal	\$55.00 per withdrawal
Loan Initiation	\$125.00 processing fee per Loan set-up
Qualified Domestic Relations Order(QDRO) Review and Determination	\$525.00 per QDRO review and Determination
Buy/Sell Investments	Buying or selling some investments may result in individual account charges specific to those investments, such as redemption fees. See the Comparative Chart below for details.

4. Comparative Chart Investment Options – December 31, 2020

The Comparative Chart section includes important information to help you compare the investment options in your retirement plan, including performance information, fees and expenses.

Additional investment information such as the investments; objectives, strategies and portfolio turnover rate can be found at ADP's Participant website www.mykplan.com on the "Investment Performance and Information" page. You may also contact the ADP Participant Call Center at 1-866-695-7526, ADP Retirement Services, 71 Hanover Road, MS 3333, Florham Park, NJ, 07932 to request additional investment information or a paper copy of the information available on the web site. Additional fund information is available in the Enrollment Guide. If you have not received a copy of the Enrollment Guide, please contact your Plan Administrator. Once your Plan's transfer to ADP is complete, you will receive a Welcome letter notifying you that you have access to your account online including this additional fund information.

Variable Performance Investment Comparative Chart²

The Comparative Chart below includes performance of investment options that do not have a fixed or stated rate of return. It shows:

- Average Annual total Return³ - Investment option performance over time as compared to an appropriate benchmark⁴ for the same time period,
- Total Annual Operating Expenses -The actual cost to you for investing in a fund is the Net Expense Ratio amount. **The impact of that expense is already included in the Average Annual Total Return displayed.**
- Shareholder type Charges and Investment Restrictions – are investment related fees not reflected in Total Annual Operating Expenses, and fund specific investment restrictions.

Past performance is no guarantee of future results. Your investment in these options could lose money. Current performance may be lower or higher than the performance data quoted. The most recent performance and information about risks is available at www.mykplan.com on the "Investment Performance and Information" page.

² Please note that this chart presents certain information about investments in the Plan. The information may differ in content (for example, the time periods over which performance is calculated) or in format from other material provided to you in written communications, on the Participant Website or in other websites or publications.

³ Average Annual Total Return is a measure of the average return of an investment over some historical period, such as 5 or 10 years. These returns are reported after adjusting for the fund's operating expenses, or Net Expense Ratio, but do not include any sales charges or brokerage commissions incurred in managing the fund.

⁴ In order to evaluate an investment fund's performance, it is sometimes helpful to compare that fund's returns for the same period against the return of the market from which the fund is choosing its investments. Certain independent companies publish Benchmarks, such as the Standard & Poor's 500, which are meant to approximate the return of all of the investments in that market. Each fund compares its returns against the Benchmark they feel most appropriately represents the market in which they are investing that fund's assets.

Name/ Type of Option	Average Annual Total Return as of 09/30/20				Total Annual Operating Expenses				Shareholder - Type Charges and Investment Restrictions
	1yr.	5yr.	10yr.	Since Inception	Net Expense Ratio	Net per \$1000	Gross Expense Ratio	Gross per \$1000	
Vanguard Treasury Money Market Fund - Investor Class/ Money Market - Taxable	0.89%	1.09%	0.55%	2.41%	0.09%	\$0.90	0.09%	\$0.90	
<i>Benchmark – BofAML USD LIBOR 3 Mon CM</i>	1.57%	1.50%	0.91%	N/A	N/A	N/A	N/A	N/A	
Vanguard GNMA Fund - Admiral Class/ Intermediate Government	3.81%	2.82%	3.05%	4.45%	0.11%	\$1.10	0.11%	\$1.10	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – BarCap US Government TR USD</i>	7.97%	3.73%	3.10%	4.40%	N/A	N/A	N/A	N/A	
Metropolitan West Total Return Bond Fund - Plan Class/ Intermediate-Term Bond	8.09%	4.53%	N/A	4.59%	0.38%	\$3.80	0.38%	\$3.80	
<i>Benchmark – BarCap US Universal TR USD</i>	6.68%	4.49%	3.92%	3.90%	N/A	N/A	N/A	N/A	
Vanguard Total Bond Market Index Fund - Admiral Class/ Intermediate-Term Bond	7.03%	4.20%	3.59%	4.41%	0.05%	\$0.50	0.05%	\$0.50	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Barclays US Agg Bond TR USD</i>	6.98%	4.18%	3.64%	4.52%	N/A	N/A	N/A	N/A	
Eaton Vance Income Fund of Boston - Class R6/ High Yield Bond	1.72%	5.57%	N/A	4.01%	0.66%	\$6.60	0.70%	\$7.00	You are allowed 1 transfers in and out of the fund within 90 days. Once you reach this restriction you will be blocked from future transfers into this fund for 90 days.
<i>Benchmark – BofAML US HY Master II TR USD</i>	2.30%	6.61%	6.28%	4.32%	N/A	N/A	N/A	N/A	
American Century Inflation Adjusted Bond Fund - Class R6/ Inflation-Protected Bond	9.06%	N/A	N/A	4.97%	0.22%	\$2.20	0.22%	\$2.20	
<i>Benchmark – BarCap US Treasury US TIPS TR USD</i>	10.08%	4.61%	3.57%	5.58%	N/A	N/A	N/A	N/A	

Name/ Type of Option	Average Annual Total Return as of 09/30/20				Total Annual Operating Expenses				Shareholder - Type Charges and Investment Restrictions
	1yr.	5yr.	10yr.	Since Inception	Net Expense Ratio	Net per \$1000	Gross Expense Ratio	Gross per \$1000	
Invesco International Bond Fund - Class R6/ World Bond	4.18%	4.03%	N/A	2.57%	0.62%	\$6.20	0.63%	\$6.30	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – BarCap Global Aggregate TR USD</i>	6.24%	3.92%	2.36%	2.08%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2015 Fund - Class I/ Target-Date	8.34%	7.87%	N/A	8.10%	0.40%	\$4.00	0.40%	\$4.00	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2015</i>	8.44%	7.27%	6.90%	7.43%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2020 Fund - Class I/ Target-Date	8.66%	8.61%	N/A	8.88%	0.42%	\$4.20	0.42%	\$4.20	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2020</i>	8.59%	7.81%	7.47%	7.99%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2025 Fund - Class I/ Target-Date	9.29%	9.23%	N/A	9.54%	0.46%	\$4.60	0.46%	\$4.60	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2025</i>	8.40%	8.37%	8.08%	8.59%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2030 Fund - Class I/ Target-Date	9.75%	9.78%	N/A	10.12%	0.49%	\$4.90	0.49%	\$4.90	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2030</i>	7.79%	8.88%	8.60%	9.15%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2035 Fund - Class I/ Target-Date	10.11%	10.17%	N/A	10.56%	0.50%	\$5.00	0.50%	\$5.00	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2035</i>	6.79%	9.20%	8.87%	9.51%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2040 Fund - Class I/ Target-Date	10.55%	10.52%	N/A	10.92%	0.51%	\$5.10	0.51%	\$5.10	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2040</i>	5.87%	9.29%	8.90%	9.63%	N/A	N/A	N/A	N/A	

Name/ Type of Option	Average Annual Total Return as of 09/30/20				Total Annual Operating Expenses				Shareholder - Type Charges and Investment Restrictions
	1yr.	5yr.	10yr.	Since Inception	Net Expense Ratio	Net per \$1000	Gross Expense Ratio	Gross per \$1000	
T. Rowe Price Retirement I 2045 Fund - Class I/ Target-Date	10.59%	10.60%	N/A	11.01%	0.51%	\$5.10	0.51%	\$5.10	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2045</i>	5.28%	9.24%	8.80%	9.59%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2050 Fund - Class I/ Target-Date	10.70%	10.61%	N/A	11.02%	0.52%	\$5.20	0.52%	\$5.20	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2050</i>	5.01%	9.16%	8.67%	9.51%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2055 Fund - Class I/ Target-Date	10.63%	10.58%	N/A	10.99%	0.52%	\$5.20	0.52%	\$5.20	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Moderate 2055</i>	4.88%	9.10%	8.54%	9.45%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement I 2060 Fund - Class I/ Target-Date	10.66%	10.54%	N/A	10.95%	0.52%	\$5.20	0.52%	\$5.20	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Lifetime Mod 2060</i>	4.78%	9.03%	8.40%	9.38%	N/A	N/A	N/A	N/A	
Oakmark Equity and Income Fund - Institutional Class/ Risk Based	-0.73%	N/A	N/A	4.83%	0.63%	\$6.30	0.73%	\$7.30	
<i>Benchmark – Morningstar Moderate Target Risk</i>	7.69%	8.13%	7.36%	8.10%	N/A	N/A	N/A	N/A	
T. Rowe Price Retirement Balanced I Fund - Class I/ Risk Based	8.09%	6.76%	N/A	6.94%	0.35%	\$3.50	0.35%	\$3.50	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Moderately Cons Target Risk</i>	8.23%	6.98%	6.12%	7.12%	N/A	N/A	N/A	N/A	
Vanguard LifeStrategy Income Fund - Investor Class/ Risk Based	6.82%	5.62%	4.95%	6.26%	0.11%	\$1.10	0.11%	\$1.10	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Conservative Target Risk</i>	7.34%	5.38%	4.49%	N/A	N/A	N/A	N/A	N/A	

Name/ Type of Option	Average Annual Total Return as of 09/30/20				Total Annual Operating Expenses				Shareholder - Type Charges and Investment Restrictions
	1yr.	5yr.	10yr.	Since Inception	Net Expense Ratio	Net per \$1000	Gross Expense Ratio	Gross per \$1000	
Vanguard LifeStrategy Conservative Growth Fund - Investor Class/ Risk Based	8.11%	7.02%	6.38%	6.92%	0.12%	\$1.20	0.12%	\$1.20	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Moderately Cons Target Risk</i>	8.23%	6.98%	6.12%	N/A	N/A	N/A	N/A	N/A	
Vanguard LifeStrategy Moderate Growth Fund/ Risk Based	9.07%	8.32%	7.76%	7.62%	0.13%	\$1.30	0.13%	\$1.30	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Moderate Target Risk</i>	7.69%	8.13%	7.36%	N/A	N/A	N/A	N/A	N/A	
Vanguard LifeStrategy Growth Fund/ Risk Based	9.91%	9.54%	8.98%	8.04%	0.14%	\$1.40	0.14%	\$1.40	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Morningstar Moderately Aggr Target Risk</i>	6.97%	9.19%	8.48%	N/A	N/A	N/A	N/A	N/A	
MFS Value Fund - Class R6/ Large Value	-1.05%	9.07%	10.81%	7.37%	0.47%	\$4.70	0.47%	\$4.70	You are allowed 1 transfers in and out of the fund within 90 days. Once you reach this restriction you will be blocked from future transfers into this fund for 90 days.
<i>Benchmark – Russell 1000 Value TR USD</i>	-5.03%	7.66%	9.95%	5.95%	N/A	N/A	N/A	N/A	
American Funds Fundamental Investors Fund - Class R6/ Large Blend	12.28%	12.87%	12.43%	13.72%	0.28%	\$2.80	0.28%	\$2.80	
<i>Benchmark – Russell 1000 TR USD</i>	16.01%	14.09%	13.76%	14.95%	N/A	N/A	N/A	N/A	
Vanguard 500 Index Fund - Admiral Class/ Large Blend	15.11%	14.11%	13.71%	6.76%	0.04%	\$0.40	0.04%	\$0.40	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – Russell 1000 TR USD</i>	16.01%	14.09%	13.76%	6.98%	N/A	N/A	N/A	N/A	

Name/ Type of Option	Average Annual Total Return as of 09/30/20				Total Annual Operating Expenses				Shareholder - Type Charges and Investment Restrictions
	1yr.	5yr.	10yr.	Since Inception	Net Expense Ratio	Net per \$1000	Gross Expense Ratio	Gross per \$1000	
Harbor Capital Appreciation Fund - Retirement Class Shares/ Large Growth	54.32%	N/A	N/A	23.93%	0.59%	\$5.90	0.64%	\$6.40	You are allowed 4 transfers in and out of the fund within 365 days. Once you reach this restriction you will be blocked from future transfers into this fund for 60 days.
<i>Benchmark – Russell 1000 Growth TR USD</i>	37.53%	20.10%	17.25%	21.12%	N/A	N/A	N/A	N/A	
Carillon Scout Mid Cap Fund - Class R6/ Mid-Cap Blend	9.92%	N/A	N/A	5.48%	0.88%	\$8.80	0.88%	\$8.80	
<i>Benchmark – Russell Mid Cap TR USD</i>	4.55%	10.13%	11.76%	6.48%	N/A	N/A	N/A	N/A	
AllianzGI Small-Cap Fund - Institutional Class/ Small Blend	1.91%	8.67%	N/A	8.70%	0.87%	\$8.70	0.97%	\$9.70	
<i>Benchmark – Russell 2000 TR USD</i>	0.39%	8.00%	9.85%	7.44%	N/A	N/A	N/A	N/A	
MFS International Diversification Fund - Class R6/ Foreign Large Blend	11.08%	N/A	N/A	6.49%	0.75%	\$7.50	0.77%	\$7.70	You are allowed 1 transfers in and out of the fund within 90 days. Once you reach this restriction you will be blocked from future transfers into this fund for 90 days.
<i>Benchmark – MSCI AC World Ex USA NR USD</i>	3.00%	6.23%	4.00%	1.17%	N/A	N/A	N/A	N/A	
Vanguard Total International Stock Index Fund - Admiral Class/ Foreign Large Blend	3.77%	6.31%	N/A	4.28%	0.11%	\$1.10	0.11%	\$1.10	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – MSCI AC World Ex USA NR USD</i>	3.00%	6.23%	4.00%	4.07%	N/A	N/A	N/A	N/A	
Aberdeen Emerging Markets Fund - Institutional Class Shares/ Diversified Emerging Mkts	11.15%	8.76%	3.49%	5.78%	1.10%	\$11.00	1.16%	\$11.60	
<i>Benchmark – MSCI EM NR USD</i>	10.54%	8.97%	2.50%	3.10%	N/A	N/A	N/A	N/A	
Vanguard Emerging Markets Stock Index Fund - Admiral Class/ Diversified Emerging Mkts	9.75%	8.20%	2.26%	5.27%	0.14%	\$1.40	0.14%	\$1.40	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – MSCI EM NR USD</i>	10.54%	8.97%	2.50%	5.58%	N/A	N/A	N/A	N/A	

Name/ Type of Option	Average Annual Total Return as of 09/30/20				Total Annual Operating Expenses				Shareholder - Type Charges and Investment Restrictions
	1yr.	5yr.	10yr.	Since Inception	Net Expense Ratio	Net per \$1000	Gross Expense Ratio	Gross per \$1000	
Invesco Gold & Special Minerals Fund - Class R6/ Equity Precious Metals	57.20%	25.73%	N/A	-0.59%	0.74%	\$7.40	0.74%	\$7.40	Transfers into this fund are not permitted for 30 days after you transfer out of the fund.
<i>Benchmark – MSCI World/Metals & Mining NR</i>	<i>17.80%</i>	<i>16.23%</i>	<i>-1.67%</i>	<i>-0.07%</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	
Cohen & Steers Realty Shares - Class Z/ Real Estate	-10.27%	N/A	N/A	-1.37%	0.81%	\$8.10	0.86%	\$8.60	
<i>Benchmark – S&P United States REIT TR USD</i>	<i>-17.73%</i>	<i>3.75%</i>	<i>7.77%</i>	<i>-9.20%</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	

The **Net Expense Ratio** is the fund's "Total Expense Ratio (Gross)" reduced for any investment management fee waivers that are currently in effect. The **Gross Expense Ratio** is the fund's total expense ratio which is defined as the total cost of investing and administering assets, including management fees, 12b-1 fee (if applicable) in a mutual fund or other collective fund expressed as a percentage of total assets.

The **Per \$1,000 Total Annual Operating Expenses** listed in the table above is the total annual operating expenses of the investment for a one-year period expressed as a dollar amount for a \$1,000 investment, assuming no returns and based on the stated percentage.

Fees and expenses are only one of several factors that you should consider when making investment decisions. The cumulative effect of fees and expenses may substantially reduce the growth of your retirement account. For more information about fees and expenses, visit the Department of Labor's web site at <http://www.dol.gov/agencies/ebsa/key-topics/retirement/retirement-plan-fee-disclosures>.

For a glossary of investment terms, log in to your account at www.mykplan.com, select "Investments", then go to the Investment Performance and Information page and click on the "Glossary of Investment Terms" link.

**Cross Country Pipeline Supply 401(k) Profit Sharing Plan
DEFAULT INVESTMENT NOTICE**

Our Plan will be moving to a new recordkeeper. As a result, the investment funds in our Plan's investment lineup will be changing when we transition to the new recordkeeper, and our Plan's current investment funds will be mapped to investment funds in the Plan's new investment lineup. The new investment lineup is provided in Section 4 of the Participant Fee Disclosure Statement being provided to you. How current balances and new contributions will be transferred and mapped to the new investment funds is explained in two other documents we have provided to you with your Blackout Notice: "Important Information Regarding Your Investments During the Conversion Process," and the "Fund Mapping Form."

This Default Investment Update Notice provides additional information about the default investment in the Plan's new investment lineup.

Current Participants with an Account Balance in the Plan

If you are invested in a default investment at our current recordkeeper because you have not made an affirmative investment election, your current account balance will be mapped to a new investment as described in the Fund Mapping Form when it is transferred to the Plan's new investment lineup. Your contributions and loan repayments will be mapped in the same manner. You will thereafter continue to be defaulted into this new investment until you make an affirmative election. If you have made an affirmative investment election, contributions and loan repayments processed by the new recordkeeper before participant investment election records are received from our current recordkeeper and processed will temporarily be invested in our Plan's New Plan Default Investment until participant investment election records are received. The New Plan Default Investment is explained below.

Participants Who First Contribute On or After the scheduled conversion date

If you first contribute to the Plan (or have a contribution made on your behalf) at any time on or after the scheduled conversion date and you do not make an affirmative investment election, your contributions will be invested in our Plan's New Plan Default Investment, explained below.

The New Plan Default Investment

The New Plan Default Investment will be the following:

Fund Name
T. Rowe Price Retirement I 2015 Fund - Class I
T. Rowe Price Retirement I 2020 Fund - Class I
T. Rowe Price Retirement I 2025 Fund - Class I
T. Rowe Price Retirement I 2030 Fund - Class I
T. Rowe Price Retirement I 2035 Fund - Class I
T. Rowe Price Retirement I 2040 Fund - Class I
T. Rowe Price Retirement I 2045 Fund - Class I
T. Rowe Price Retirement I 2050 Fund - Class I
T. Rowe Price Retirement I 2055 Fund - Class I
T. Rowe Price Retirement I 2060 Fund - Class I

This New Plan Default Investment is a "Target Date Series." Except for participants who are mapped to a fund in the Target Date Series as explained above, participants who make a contribution to the Plan (or have a contribution made on their behalf) that is processed by the Plan's new recordkeeper under the circumstances described above will be defaulted into a fund in the Target Date Series as follows: Participants who are defaulted and either have a date of birth prior to January 1, 1938 or for whom Plan records do not indicate a date of birth, will be defaulted into the most conservative fund in the Target Date Series (i.e., the "Income" option, or if no income option exists, the fund with the earliest retirement year stated). All other participants who are defaulted will be defaulted into the fund in the Target Date Series with a stated retirement age closest to the year in which they would attain age 65. If a participant is defaulted into the most conservative fund in the Target Date Series due to a missing date of birth, the participant will remain so invested until the participant makes an affirmative investment election. If a participant is temporarily defaulted due to a delay in receipt of our Plan's investment election records, temporarily defaulted amounts will be reallocated as soon as administratively feasible after records are received.

How to Make or Change Your Investment Election or Obtain Investment Information

After the blackout period ends, you can make or change your investment election for existing balances and future contributions, including amounts invested in a default fund, at any time by visiting the new recordkeeper's Participant web site or calling the new recordkeeper's Voice Response System. When the blackout ends, you will receive a welcome letter that explains how to do this. If you do not wish to have the investment of your current account balance and future contributions mapped as shown in the Fund Mapping Form, you may change your current elections before the start of the blackout period as described in the Blackout Notice provided to you.

For information about a particular fund, please read the fund prospectus (or information statement, in the case of collective funds). You can also obtain information about the Plan's new investment lineup by referring to Section 4 of the Participant Fee Disclosure Statement. Once the blackout period ends, a prospectus (or information statement, in the case of collective funds and a fund fact sheet for the new investment option(s)) will be available for your review on the Participant website or by calling the Voice Response System. If you would like to receive a prospectus for the new investment options at any time before the end of the blackout period, please contact your Plan Administrator.

Information About the Default Investment

Different investments-stocks, bonds and money market/stable value funds react differently to the same market conditions. For instance, when one is at a high, another is at a low, and the third may be somewhere in between the two. Our Plan's new recordkeeper classifies investment options into four general categories, each of which has a different amount of investment risk attached to it. The greater the risk, the greater the possible return. The four categories, ranked according to risk, from most conservative to most aggressive, are: **Income**, which is generally comprised of fixed and bond investments, **Growth and Income**, which is generally comprised of a combination of stock, fixed and bond investments, **Growth**, which is generally comprised of stock investments which seek capital appreciation over time and **Aggressive Growth**, which is generally comprised of stock investments which seek high capital appreciation.

The objective, risk and return characteristics, strategy, and gross expense ratio for the default investment fund(s) listed above are as follows:

Fund Name	Fund Objective/Strategy	Risk and Return Category	Gross Expense Ratio
T. Rowe Price Retirement I 2015 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is designed for an investor who retired at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.40%

Fund Name	Fund Objective/Strategy	Risk and Return Category	Gross Expense Ratio
T. Rowe Price Retirement I 2020 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.42%
T. Rowe Price Retirement I 2025 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.46%
T. Rowe Price Retirement I 2030 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.49%
T. Rowe Price Retirement I 2035 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.50%

Fund Name	Fund Objective/Strategy	Risk and Return Category	Gross Expense Ratio
T. Rowe Price Retirement I 2040 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.51%
T. Rowe Price Retirement I 2045 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.51%
T. Rowe Price Retirement I 2050 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.52%
T. Rowe Price Retirement I 2055 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.52%

Fund Name	Fund Objective/Strategy	Risk and Return Category	Gross Expense Ratio
T. Rowe Price Retirement I 2060 Fund - Class I	The investment seeks the highest total return over time consistent with an emphasis on both capital growth and income. The fund pursues its objective by investing in a diversified portfolio of other T. Rowe Price stock and bond mutual funds that represent various asset classes and sectors. The fund's allocation among T. Rowe Price mutual funds will change over time in relation to its target retirement date. It is primarily designed for an investor who anticipates retiring at or about the target date and who plans to withdraw the value of the account in the fund gradually after retirement.	Growth & Income	0.52%

Fund objective, risk and return characteristics and strategy information for all publicly-traded mutual funds, excluding Money Market funds, is provided by Morningstar®. Information for Money Market funds and certain other types of funds is provided by the respective fund manager.

An expense ratio is a fund's annual operating expenses expressed as a percentage of average net assets and includes management fees, administrative fees, and any marketing and distribution fees. Expense ratios directly reduce returns to investors. For publicly-traded mutual funds, the net prospectus expense ratio is collected from the fund's most recent prospectus and provided by Morningstar. Commingled Fund expense ratios are provided by the investment managers.

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CROSS COUNTRY PIPELINE SUPPLY 401(K) PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

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CROSS COUNTRY PIPELINE SUPPLY 401(K) PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Cross Country Pipeline Supply 401(k) Profit Sharing Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan.

What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

This Summary addresses the most common questions most Participants may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other Plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language, and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Likewise, any oral information provided to you regarding the terms of the Plan is not binding on the Plan or the Administrator to the extent it conflicts with the language of the Plan document. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

The Plan and your rights under the Plan are subject to federal laws, including the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code of 1986. Some state laws might indirectly relate to the Plan's administration. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan. Your Employer will notify you if the provisions of the Plan that are described in this SPD change.

Types of contributions. The following types of contributions may be made under this Plan:

- Employee salary deferrals including Roth 401(k) deferrals
- Employer safe harbor contributions
- Employer matching contributions
- Employee "rollover" contributions

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

All Contributions

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- certain nonresident aliens who have no earned income from sources within the United States
- leased employees
- employees involved in an IRS 410(b)(6)(c) merger transaction, independent contractors, and employees of affiliated employers that have not adopted this plan are excluded from all contributions

Eligibility conditions. You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 21.
- completion of 3 months of service.

Waiver of eligibility conditions. The service requirement is waived for active employees as of October 31, 2014 employed on October 31, 2014. Any such Eligible Employees will also enter the Plan on this date (i.e., this will be their Entry Date).

Entry Date. Your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

Safe Harbor Contributions

Participants who are eligible to make salary deferrals to the Plan are eligible for the safe harbor contribution described in the Article entitled "Employer Contributions" in this SPD.

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a 1-Year Break in Service if you are not employed with the Employer for a period of at least twelve consecutive months. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, the twelve consecutive month period beginning on the first anniversary of your first day of such absence will not constitute a Break in Service.

Service with another Employer. For eligibility purposes, your Periods of Service with Buffalo Parent Holdings Inc., Nitrogen Services LLC and Stone's Pump & Trench, LLC d/b/a Stone Pump & Trench will be counted.

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens if I'm a Participant, terminate employment and then I'm rehired?

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are salary deferrals and how do I contribute them to the Plan?

Salary deferrals. As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage and have that amount contributed to the Plan as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

Pre-Tax 401(k) deferrals. If you elect to make Pre-Tax 401(k) deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Roth 401(k) deferrals. If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Administrator. The procedure will require that you enter into a salary deferral agreement after you satisfy the Plan's eligibility requirements. You may elect to defer a portion of your salary as of your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Administrator. Your election will remain in effect until you modify or terminate it.

Deferral modifications. You are permitted to modify or revoke your salary deferral election at any time during the Plan Year. You may make any other modification at least once a year or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Administrator.

Deferral Limit. As a Participant, you may elect to defer up to 90% of your compensation each year instead of receiving that amount in cash. Such election will also apply to irregular pay (e.g., bonuses). Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2021 is \$19,500. After 2021, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

Catch-up contributions. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2021 is \$6,500. After 2021, the maximum may increase for cost-of-living adjustments.

Annual dollar limit. You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Administrator not later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan your Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings to you by April 15th.

Allocation of deferrals. The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

Distribution of deferrals. The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD. However, if you are a highly compensated employee (generally more than 5% owners and certain of their family members (regardless of how little they earn), or individuals receiving compensation in excess of certain amounts established by law), a distribution of amounts attributable to your salary deferrals or certain excess contributions may be required to comply with the law. The Administrator will notify you if a distribution is required.

What are "rollover" contributions?

Rollover contributions. At the discretion of the Administrator, if you are a Participant who is currently employed, an Eligible Employee, or a Participant who is a former employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" contribution and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your "rollover" contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your "rollover account." Rollover contributions will be affected by any investment gains or losses.

Withdrawal of "rollover" contributions. You may withdraw the amounts in your "rollover account" at any time.

What are In-Plan Roth Rollover Contributions?

In-Plan Roth Rollover Contributions. Effective January 1, 2015, if you are eligible for a distribution from an account, you may elect to roll over the distribution to a designated Roth contribution account in the Plan (referred to as an In-Plan Roth Rollover Contribution). You may only roll over the distribution directly.

Taxation and irrevocable election. You do not pay taxes on the contributions or earnings of your pre-tax accounts (including accounts attributable to Employer contributions) until you receive an actual distribution. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a "qualified distribution" (explained below), you do not pay taxes on the earnings that are attributable to the contributions.

If you elect an In-Plan Roth Rollover Contribution, then the contribution will be included in your income for the year. Once you make an election, it cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the Plan to pay the additional taxes. The In-Plan Roth Rollover Contribution does not affect the timing of when a distribution may be made to you under the Plan; the contribution only changes the tax character of your account. You should consult with your tax advisor prior to making such a rollover.

Qualified distribution. As explained above, a distribution of the earnings on your Roth account will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make the Roth rollover and ending on the last day of the calendar year that is 5-years later. See "What are my tax consequences when I receive a distribution from the Plan?" later in this SPD.

Account restrictions. You may elect an In-Plan Roth Rollover Contribution from all Accounts eligible for distribution except for the Voluntary Contribution Account, Roth Elective Deferral Account, and the portion of the Rollover Account attributable to rollovers of Roth Elective Deferrals. However, loans and Employer securities may not be rolled over as an In-Plan Roth Rollover Contribution.

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans (such as safe harbor contributions). Ask the Administrator if you need more details.

ARTICLE III EMPLOYER CONTRIBUTIONS

In addition to any deferrals you elect to make, your Employer will make additional contributions to the Plan. This Article describes Employer contributions that will be made to the Plan and how your share of the contribution is determined.

What is the safe harbor contribution?

Safe harbor 401(k) plan. Effective January 1, 2015, this Plan is referred to as a safe harbor 401(k) plan. If your Employer elects to satisfy the "safe harbor" rules, then before the beginning of each Plan Year, you will be provided with a comprehensive notice of your rights and obligations under the Plan. However, if you become eligible to participate in the Plan after the beginning of the Plan Year, then the notice will be provided to you on or before the date you are eligible. A safe harbor 401(k) plan is a plan design where your Employer commits to making certain contributions described below. This commitment to make contributions enables your Employer to simplify the administration of the Plan by ensuring that nondiscrimination regulations are met, which is why it is called a "safe harbor" plan.

Safe harbor matching contribution. In order to maintain "safe harbor" status, your Employer will make a safe harbor matching contribution equal to 100% of your salary deferrals that do not exceed 4% of your compensation. This safe harbor matching contribution is 100% vested (see the Article in this SPD entitled "Vesting").

For purposes of calculating the safe harbor matching contribution, your compensation and deferrals will be determined based on each payroll period.

If the safe harbor matching contributions made for all determination periods in a Plan Year is less than what would have resulted had the Plan computed the matching contributions on your compensation, salary deferrals, and other relevant facts for the whole Plan Year, safe harbor matching contributions are recomputed on the ratio of salary deferrals to compensation for the whole Plan Year, and "true-up" adjustments are made for a Participant who is eligible to receive safe harbor matching contributions for the Plan Year.

What is the Employer matching contribution and how is it allocated?

Matching contribution. Your Employer may make a discretionary matching contribution equal to a uniform percentage of your salary deferrals. Each year, your Employer will determine the amount of the discretionary percentage.

Limit on matching contribution. Your Employer has the option to apply the matching contribution by disregarding (i.e., not matching) salary deferrals made each year that exceed a certain dollar amount or a certain percentage of your compensation for such period. The Administrator will inform you of this limit.

Limit on matching contribution. Regardless of the preceding, the discretionary matching contribution in any Plan Year will not exceed 4% of your compensation.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

**ARTICLE IV
COMPENSATION AND ACCOUNT BALANCE**

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax withholding and paid to you by your Employer during the Plan Year. If you are a self-employed individual, your compensation will be equal to your earned income from the trade or business for which the Plan is maintained. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan.

All Contributions

Adjustments to compensation. The following adjustments to compensation will be made:

- salary reductions to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.
- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits will be excluded.
- military differential pay (wage continuation payments) will be excluded.
- post-severance leave cash-outs and post-severance deferred compensation are excluded from all plan contributions
- Plan compensation includes all compensation including Base salary, Bonuses and Commissions. All other forms of compensation are excluded from plan compensation
- compensation paid after you terminate employment is generally included for Plan purposes if these amounts would otherwise have been considered compensation as described above and they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment; with the following exceptions:
 - compensation paid for unused accrued bona fide sick, vacation or other leave will be excluded
 - nonqualified unfunded deferred compensation will be excluded
 - disability continuation payments paid after you terminate employment if you are permanently and totally disabled will be excluded

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2021 is \$290,000. After 2021, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions (excluding "catch-up contributions") that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2021, this total cannot exceed the lesser of \$58,000 or 100% of your annual compensation. After 2021, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of this Plan. The Trust Fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including the Employer, the Trustee and the Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including your Employer, the Trustee and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. For information about Plan expenses and how they may be assessed, please refer to the "Plan Administrative Expenses" section of your Participant Fee Disclosure Statement, which is provided to you separately and made a part of this document.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. For information about these charges, please refer to the "Individual Expenses" section of your Participant Fee Disclosure Statement, which is provided to you separately and made a part of this document.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V VESTING

What is my vested interest in my account?

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"
- safe harbor contributions
- Employer matching contributions
- "rollover" contributions

What happens if the Plan becomes a "top-heavy plan"?

Top-heavy plan. A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." "Key employees" are certain owners or officers of your Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to "key employees." Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

Top-heavy rules. If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- Your Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a Participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and limitations. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 59 1/2

The following limitations apply to in-service distributions from certain accounts:

- The minimum amount you can receive as an in-service distribution is \$500.

You may elect to limit the source of an in-service withdrawal to your Roth Elective Deferral Account, rollovers of Roth Elective Deferrals held in your Rollover Account, and any In-Plan Roth Rollover Contribution Account.

Qualified reservist distributions. If you were/are: (i) a reservist or national guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse, your dependents or your beneficiaries or necessary for you, your spouse, your dependents or your beneficiaries to obtain medical care.
- costs directly related to the purchase of your principal residence (excluding mortgage payments).
- tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse, your dependents or your beneficiaries.
- amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- payments for burial or funeral expenses for your deceased parent, spouse, children, other dependents or beneficiaries.
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

To determine whether a Participant is entitled to a hardship distribution, a beneficiary is someone you designate under the Plan to receive your death benefit who is not your spouse or dependent.

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.

Limitations. The following limitations apply to hardship distributions:

- The minimum amount you can request as a hardship distribution is \$500.
- You must be employed with the Employer at the time of the hardship distribution.

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination and Hardship Distributions" for a further explanation.)

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Treatment of "rollover" contributions for consent to distribution. In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your "rollover account" will not be considered as part of your benefit.

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your vested account balance does not exceed \$5,000, then a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollover" contributions (and any earnings allocable to "rollover" contributions) will not be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals. You may elect to limit the source of such a partial withdrawal to amounts attributable to (1) your Rollover Account, including amounts attributable to rollovers of Roth Elective Deferrals or "in-Plan Roth rollover contributions" accounted for thereunder; (2) your Roth Elective Deferral Account, rollovers of Roth Elective Deferrals held in the Rollover Account, and any In-Plan Roth Rollover Contribution Account); and or (3).

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should contact the Administrator if you think you may be affected by these rules.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be your beneficiary unless you make a qualified election (generally with your spouse's consent) to change the beneficiary. **If you wish to designate a beneficiary other than your spouse,**

your spouse (if you are married) must irrevocably consent to waiver of his/her rights. Your spouse's consent must be in writing, be witnessed by a notary or a plan representative and acknowledge the specific nonspouse beneficiary.

If you are married and you change your designation, your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if the Administrator is satisfied your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

Divorce. If you designated your spouse as your beneficiary, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having designated a beneficiary (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Lump-sum distributions. The death benefit will be paid to your beneficiary in a single lump-sum payment.

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Your death benefit must generally be paid to your beneficiary by the end of the fifth year following the year of your death. However, if your spouse is your designated beneficiary, then your spouse can elect to delay the payment until the year in which you would have attained age 70 1/2.

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

What happens if I'm a Participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS

Why does this summary include some tax information?

This summary plan description includes (in this article and other parts) some tax information because it might help you understand and consider how to use rights and choices you might have under the Plan.

The explanations mention only a few points, and omit many others. Whatever is mentioned is only about Federal income tax law; State and local tax treatments could be different. Further, the tax rules of another nation could be different. Whatever information is in this summary plan description is just information; it is not advice. If you need or want advice or help in understanding how a tax rule applies in your situation, you should ask a lawyer, certified public accountant, or other person who is licensed to render tax advice. The Administrator does not provide tax advice. The Plan's recordkeeper does not permit anyone who works for the recordkeeper to give you tax advice.

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

You will not be taxed on distributions of your Roth 401(k) deferrals. In addition, a distribution of the earnings on the Roth 401(k) deferrals will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth 401(k) deferral to our Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later.

Qualified reservist distributions. If you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or direct transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

60-day rollover. The rollover of all or a portion of the distribution to an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described below would be the better choice.

Direct rollover. For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer (See the question entitled "What are the In-Plan Roth Rollover Contributions?" for special rules on In-Plan Roth Rollovers). Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

In most circumstances, a direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. However, any pre-tax amounts directly transferred to a Roth IRA must be included in gross income, but are not subject to 10% excise tax for premature distributions. Please note that this tax treatment (inclusion of the pre-tax rollover amount in gross income) is different from the tax treatment that applies if you elect a direct rollover of pre-tax amounts to a non-Roth IRA. No amount will be withheld from a direct rollover to a Roth IRA for federal income tax purposes. **CAUTION:** This means that any individual requesting such a direct rollover will be responsible for making sure he or she is able to pay the full amount of all required income taxes in connection with the rollover. For this reason, anyone considering a direct rollover of pre-tax amounts to a Roth IRA is strongly encouraged to consult his or her tax advisor before making this election.

Automatic IRA rollover. If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments unless, if permitted by the IRA provider, you request to pay the fees out-of-pocket. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Tax notice. Whenever you receive a distribution that is an eligible rollover distribution, the Administrator will deliver to you a more detailed explanation of these options. However, the rules which determine whether you qualify for favorable tax treatment are very complex. You should consult with qualified tax advisor before making a choice.

ARTICLE X LOANS

Is it possible to borrow money from the Plan?

Yes, you may request a Participant loan from all your accounts using an application provided by the Administrator. Your ability to obtain a Participant loan depends on several factors. The Administrator will determine whether you satisfy these factors.

What are the loan rules and requirements?

There are various rules and requirements that apply to any loan, which are outlined in this question. In addition, your Employer has established a written loan program which explains these requirements in more detail. You can request a copy of the loan program from the Administrator. Generally, the rules for loans include the following:

- Loans are available to Participants on a reasonably equivalent basis. Each loan requires an application which specifies the amount of the loan desired and the requested duration for the loan. All loan applications will be considered by the Administrator within a reasonable time after the Participant applies for the loan. The Administrator may request that you provide additional information to make a determination.
- All loans must be adequately secured. You must sign a promissory note along with a loan pledge. You must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan.
- You will be charged an interest rate equal to the prime rate as published in the Wall Street Journal on the 14th day of each month (or on the first business day preceding the 14th in the event the 14th is not a business day), plus one percent. The interest rate will be fixed for the duration of the loan except as otherwise required by law.
- If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. Generally, the term of your loan may not exceed five (5) years. However, if the loan is for the purchase of your principal residence, the Administrator may permit a longer repayment term. Generally, the Administrator will require that you repay your loan by agreeing to payroll deduction. If you have an unpaid leave of absence or go on military leave while you have an outstanding loan, please contact the Administrator to find out your repayment options.
- All loans will be considered a directed investment of your account under the Plan. All payments of principal and interest by you on a loan will be credited to your account.
- The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. Any new loans, when added to the outstanding balance of all other loans from the Plan and any other qualified retirement plan maintained by the Employer or an Affiliated Employer, will be limited to the lesser of:
 - (a) \$50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or
 - (b) 1/2 of your vested interest in the Plan.
- No loan in an amount less than \$1,000 will be made.
- The maximum number of Plan loans that you may have outstanding at any one time is 1.
- If you fail to make payments when they are due under the terms of the loan, you will be considered to be "in default." The Administrator will consider your loan to be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due, in accordance with the Plan's administrative procedures. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan, including foreclosing on the security for the loan by offsetting your account balance. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.
- If you terminate employment, your loan generally becomes due and payable in full immediately. You may repay the entire outstanding balance of the loan (including any accrued interest). If you do not repay the entire outstanding loan balance, your vested account balance will be reduced by the remaining outstanding balance of the loan. The cure period described above applies in this situation. Contact the Administrator for additional details.

The Administrator may periodically revise the Plan's loan program. If you have any questions on Participant loans or the current loan program, please contact the Administrator.

ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Plan loan), given away or otherwise transferred. In addition, your creditors (other than the IRS or the United States Government) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a "qualified domestic relations order" is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine whether a domestic relations order the Administrator received is a *qualified* domestic relations order. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a "qualified domestic relations order" is valid.

The second exception applies if you are involved with the Plan's operation. The Plan offsets a Participant's benefits for the amount the Participant is ordered or required to pay to the Plan if the order or requirement to pay arises under a conviction for a crime involving the Plan; a court's judgment in an action concerning a violation (or alleged violation) of ERISA's fiduciary-responsibility provisions; or a settlement agreement between the participant and the Secretary of Labor concerning a violation (or alleged violation) of ERISA's fiduciary-responsibility provisions. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment. This exception also can apply to other amounts, including a fine or restitution, you owe the United States Government.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as administratively feasible. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

You may file a claim for benefits by submitting a written request for benefits to the Administrator. You should contact the Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- was relied upon in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

- constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days (except as provided below for disability claims) after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by the Administrator (rather than a third party such as the Social Security Administration), then instead of the above, the initial claim must be resolved within 45 days of receipt by the Plan. A Plan may, however, extend this decision-making period for an additional 30 days for reasons beyond the control of the Plan. The Plan will notify you of the extension prior to the end of the 45-day period. If, after extending the time period for a first period of 30 days, the Administrator determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30-day period. Appropriate notice will be provided to you before the end of the first 45 days and again before the end of each succeeding 30-day period. This notice will explain the circumstances requiring the extension and the date the Administrator expects to render a decision. It will explain the standards on which entitlement to the benefits is based, the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues. You will have 45 days from the date of receipt of the Administrator's notice to provide the information required.

If the Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will provide a notice of its decision in written or electronic form explaining your appeal rights. An "adverse benefit determination" also includes a rescission, which is a retroactive cancellation or termination of entitlement to disability benefits. The notice will be provided in a culturally and linguistically appropriate manner and will state:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.
- (e) In the case of a claim for disability benefits if disability is determined by the Administrator (rather than a third party such as the Social Security Administration), then the following additional information will be provided:
 - (i) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views you presented to the Plan of health care professionals treating the claimant and vocational professionals who evaluated you;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
 - A disability determination made by the Social Security Administration and presented by you to the Plan.
 - (ii) Either the internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or other criteria do not exist.

(iii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge upon request.

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

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

(a) **You must file the claim for review not later than 60 days (except as provided below for disability claims) after you have received written notification of the denial of your claim for benefits.**

If your claim is for disability benefits and disability is determined by the Administrator (rather than a third party such as the Social Security Administration), then instead of the above, you must file the claim for review no later than 180 days following receipt of notification of an adverse benefit determination. In the case of an adverse benefit determination regarding a rescission of coverage, you must request a review within 90 days of the notice.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by the Administrator (rather than a third party such as the Social Security Administration), then:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) If the initial adverse benefit determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the fiduciary will consult with a health care professional who was neither involved in or subordinate to the person who made the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.

(e) Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days (45 days with respect to claims relating to the determination of disability benefits) after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Administrator must notify you of the determination on review no later than 120 days (or 90 days with respect to claims relating to the determination of disability benefits).

The Administrator will provide written or electronic notification to you in a culturally and linguistically appropriate manner. If the initial adverse benefit determination is upheld on review, the notice will include:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination was based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of a claim for disability benefits, if disability is determined by the Administrator (rather than a third party such as the Social Security Administration):
 - (i) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.
 - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge upon request.
 - (iii) A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

If the Plan offers voluntary appeal procedures, a description of those procedures and your right to obtain sufficient information about those procedures upon request to enable you to make an informed decision about whether to submit to such voluntary appeal. These procedures will include a description of your right to representation, the process for selecting the decision maker and the circumstances, if any, that may affect the impartiality of the decision maker. No fees or costs will be imposed on you as part of the voluntary appeal. A decision whether to use the voluntary appeal process will have no effect on your rights to any other Plan benefits.

- (iv) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;
 - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
 - a disability determination made by the Social Security Administration and presented by you to the Plan.

Exhaustion of the Plan's claims procedures is mandatory for resolving any dispute concerning the Plan. **A claimant has no right to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan under ERISA i 502, ERISA h 510, or any other provision of law, whether or not statutory, until the Plan's claims procedures have been exhausted in their entirety.**

If you have a claim for benefits that is denied, you may file suit in a state or federal court. However, to do so, **you must file the suit no later than 180 days after the date of the Administrator's final determination to deny your claim.**

What is the Administrator's authority?

Beyond other broad powers provided by the Plan or applicable law, the Administrator has power and discretion to construe and interpret the Plan. The Administrator decides all questions concerning the administration, interpretation, and application of the Plan. A benefit will be paid only if the Administrator decides in its discretion that the claimant is entitled to the benefit. The Administrator's decision is conclusive and binding on all persons. Further, the Administrator has all powers necessary or appropriate to accomplish its duties.

What are my rights as a Plan Participant?

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- (a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) 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.
- (c) 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 annual report.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the "qualified domestic relations order" (QDRO) procedures from the Administrator.

If it should happen that the Plan's 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. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

Any lawsuit, action, or proceeding concerning the Plan – including one concerning Plan benefits, ERISA § 502, ERISA § 510, or any other provision of law, even if not statutory – is forever barred unless you commenced the action in the proper forum before the *earlier* of: (i) 30 months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or (ii) six months after the claimant exhausted the Plan's claims procedure under this Plan.

In applying the time limits described above, everything the Participant knew or reasonably should have known is imputed to every claimant who or that is or claims to be a Beneficiary of the Participant or otherwise claims to derive an entitlement by reference to the Participant.

What can I do if I have questions or my rights are violated?

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

**ARTICLE XII
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Cross Country Pipeline Supply 401(k) Profit Sharing Plan.

Plan Number

Your Employer has assigned Plan Number 001 to your Plan.

Plan Effective Dates

Effective Date. This Plan was originally effective on January 1, 2014. The amended and restated provisions of the Plan become effective on February 1, 2021.

Merged plan. Sideline Specialty Equipment, LLC 401(k) Plan is merged into this Plan effective as of December 31, 2015.

Other Plan Information

Valuation date. Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

The Plan and Trust will be governed by the laws of Texas to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

Employer Information

Your Employer's name, contact information and identification number are:

Buffalo Parent Holdings, Inc.
15800 Export Plaza Dr.
Houston, Texas 77032
69-0476046
Telephone: 713-275-7995

The Plan allows other employers to adopt its provisions. Other Employers who have adopted the provisions of the Plan are:

Buffalo Intermediate Holdings Inc.
46-2936512

Cross Country Pipeline Supply Co., Inc.
64-0476046

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Buffalo Parent Holdings, Inc.
15800 Export Plaza Dr.
Houston, Texas 77032
Telephone: 713-275-7995

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a Trust Fund. A Trustee must use the Trust Fund's assets only for the exclusive benefit of the Plan's Participants, Beneficiaries, and Alternate Payees. The Trustee is responsible for the Trust Fund. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all Plan assets are held in a Trust Fund, the Administrator separately accounts for each Participant's interest under the Plan.

The Plan's Trustee is:

Reliance Trust Company

CROSS COUNTRY PIPELINE SUPPLY 401(K) PROFIT SHARING PLAN

SAFE HARBOR NOTICE

This is an annual notice and only applies to the Plan Year beginning on January 1, 2021 and is effective February 1, 2021.

This notice covers the following points:

- How much you can contribute to the Plan;
- What other amounts the Employer will contribute to the Plan for you; and
- When your Plan account will be vested (that is, not lost when you leave your job), and when you can receive a distribution of your Plan account.

You can find out more information about the Plan in the Plan's Summary Plan Description (SPD). You can obtain a copy of the SPD from the Administrator.

I. Employee deferral contributions

You are allowed to defer a portion of your compensation to the Plan. These amounts are referred to as deferrals and are held in an account maintained on your behalf. You will always be entitled to all amounts that you defer. These amounts will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease. The type of compensation that may be deferred under the Plan is explained in the Section of the Summary Plan Description entitled "What compensation is used to determine my Plan benefits?" (this is in the Article entitled "COMPENSATION AND ACCOUNT BALANCE").

You may elect to defer up to 90% of your compensation each year instead of receiving that amount in cash. Such election will also apply to irregular pay (e.g., bonuses). Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The dollar limit may increase each year for cost-of-living adjustments.

If you are at least age 50 or will attain age 50 during a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

You may make either Pre-Tax 401(k) deferrals or Roth 401(k) deferrals. If you make Pre-Tax 401(k) deferrals, your deferrals and any earnings on those deferrals are not subject to federal income tax until distributed from the Plan. If you make Roth 401(k) deferrals, your deferrals are subject to federal income tax at the time of deferral. The Roth 401(k) deferrals, however, are not subject to federal income tax when you receive a distribution from the Plan. In addition, if the distribution of Roth 401(k) deferrals is considered "qualified," then the earnings on the deferrals will not be subject to federal income tax when distributed from the Plan. Distributions from your Roth accounts will be considered "qualified" only if the distribution is on account of attainment of age 59 1/2, death or disability, and the distribution must not occur prior to the end of the 5-year participation period that begins with the first taxable year for which you made a Roth 401(k) deferral to the Plan, or if earlier, the first taxable year for which you made a Roth 401(k) deferral to another Roth 401(k) plan or Roth 403(b) plan that you rolled over to this Plan. Both types of deferrals are subject to Social Security taxes at the time of deferral. Your Employer will deduct the Social Security taxes, and in the case of Roth 401(k) deferrals will deduct federal income taxes, from your remaining compensation. Other tax treatments such as State and local income tax could be different. Whatever information is in this Notice is just information; it is not advice. If you need or want advice or help in understanding how a tax rule applies in your situation, you should ask a lawyer or tax professional.

II. Employer safe harbor contribution election

To help you make an informed decision on the level of your own salary deferral contributions, if any, your Employer must inform you about the contributions it will make to the Plan. Your Employer has elected to make the contribution described below.

Safe harbor matching contribution. In order to maintain "safe harbor" status, your Employer will make a safe harbor matching contribution equal to 100% of your salary deferrals that do not exceed 4% of your compensation. This safe harbor matching contribution is 100% vested.

For purposes of calculating the safe harbor matching contribution, your compensation and deferrals will be determined based on each payroll period.

If the safe harbor matching contributions made for all determination periods in a Plan Year is less than what would have resulted had the Plan computed the matching contributions on your compensation, salary deferrals, and other relevant facts for the whole Plan Year, safe harbor matching contributions are recomputed on the ratio of salary deferrals to compensation for the whole Plan Year, and "true-up" adjustments are made for a Participant who is eligible to receive safe harbor matching contributions for the Plan Year.

III. Other Employer contributions

Other contributions may be made to the Plan. You should review the Article of the SPD entitled "EMPLOYER CONTRIBUTIONS" for details regarding these other contributions.

IV. Suspension or reduction of safe harbor matching contribution.

The Employer retains the right to reduce or suspend the safe harbor matching contribution under the Plan. If the Employer chooses to do so, you will receive a supplemental notice explaining the reduction or suspension of the safe harbor matching contribution at least 30 days before the change is effective. The Employer will contribute any safe harbor matching contribution you have earned up to that point.

V. Vesting

The following is a general explanation of the vesting provisions of the Plan. More details can be found in the Article of the SPD entitled "VESTING."

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"
- safe harbor contributions
- Employer matching contributions
- "rollover" contributions

VI. Distribution provisions

The Plan and law impose restrictions on when you may receive a distribution from the Plan. Below is general information on when distributions may be made under the Plan. See the SPD for more details, including details on how benefits are paid. Also, at the time you are entitled to receive a distribution, the Administrator will provide you with a notice explaining the rules regarding the taxation of the distribution.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it.

Treatment of "rollover" contributions for consent to distribution. In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your "rollover account" will not be considered as part of your benefit.

You may also withdraw money from the Plan from certain accounts if you have an immediate or heavy financial need. However, there are various rules and requirements that you must meet before any withdrawal is permitted. See the Article in the SPD entitled "DISTRIBUTIONS PRIOR TO TERMINATION" for more details.

You may withdraw money at any time from your "rollover account".

If you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

VII. Administrative procedures for affirmative elections

You can make or change your deferral election and investment allocations, or opt out of contributing deferrals at any time by completing and filing an election form provided by your Employer, accessing the Plan's participant Website, WWW.MYKPLAN.COM, or calling the automated voice response system at 800-695-7526. If you are a newly eligible employee, a welcome letter explaining how to enroll and

make elections under the Plan will be sent to you. You will be able to make a deferral election and select your investment allocations. Your election will become effective as soon as administratively feasible after receipt and processing of your election.

VIII. Investments

Right to direct investment/default investment. You have the right to direct the investment of all of your accounts in any of the investment choices explained in the investment information materials provided to you.

IX. Employer's right to terminate Plan

Pursuant to the terms of the Plan, your Employer has the right, at any time, to terminate the Plan. Termination of the Plan will result in the discontinuance of all contributions to the Plan (including the safe harbor 401(k) contribution) with respect to any compensation you receive after the effective date of the termination. Termination of the Plan will not affect your right to receive any contributions you have accrued as of the effective date of the termination.

X. Additional information

This notice is not a substitute for the Summary Plan Description. The provisions of the Plan are very complex and you should always look at the Summary Plan Description if you have any questions about the Plan. If, after reading the Summary Plan Description, you still have questions, contact the Administrator.

You may contact the Administrator at:

Contact: Buffalo Parent Holdings, Inc.

Address: 15800 Export Plaza Dr.

Houston, Texas 77032

Telephone: 713-275-7995