

**AMERICAN AIR LIQUIDE HOLDINGS, INC. REGULAR SAVINGS-PLAN**

**SUMMARY PLAN DESCRIPTION**

**January 1, 2014**

**Employer Identification Number: 75-3174747**

**Plan Number: 006**

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan Administrator.

## **HOW TO USE THIS SUMMARY**

### ***Table of Contents***

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

### ***Glossary***

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

### ***Effective Date***

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on January 1, 2014. It updates and replaces any prior descriptions of the Plan.

### ***More Specific Information***

This booklet is a summary of the formal Plan documents. Some technical details and legal expressions contained in the formal Plan documents have been omitted in this summary. The formal Plan documents govern in administering and interpreting the rights of participants and their beneficiaries. You may review a copy of the Plan document at the offices of the Plan Administrator, or request a copy of the Plan by writing to the Plan Administrator.

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>INTRODUCTION TO YOUR PLAN</b> .....	<b>1</b>
<b>How You Save</b> .....	<b>1</b>
<b>Your Plan Account</b> .....	<b>2</b>
<b>Vesting of Your Account</b> .....	<b>2</b>
<b>Distribution of Benefits</b> .....	<b>2</b>
<b>Sponsor Discretion</b> .....	<b>3</b>
<b>PLAN IDENTIFICATION INFORMATION</b> .....	<b>3</b>
<b>Type of Plan</b> .....	<b>3</b>
<b>Plan Administrator and Sponsor</b> .....	<b>3</b>
<b>Sponsor’s Employer Identification Number</b> .....	<b>3</b>
<b>Plan Number</b> .....	<b>4</b>
<b>Other Adopting Employers</b> .....	<b>4</b>
<b>Record Keeper and Trustee</b> .....	<b>4</b>
<b>Agent for Service of Legal Process</b> .....	<b>4</b>
<b>ELIGIBILITY TO PARTICIPATE</b> .....	<b>4</b>
<b>Eligibility Requirements</b> .....	<b>4</b>
<b>Transfers of Employment</b> .....	<b>5</b>
<b>Reemployment</b> .....	<b>5</b>
<b>Eligibility Service</b> .....	<b>5</b>
<b>YOUR CONTRIBUTIONS</b> .....	<b>6</b>
<b>Tax-Deferred Contributions</b> .....	<b>6</b>
<b>Catch Up Deferral Contributions</b> .....	<b>7</b>
<b>Rollover Contributions</b> .....	<b>8</b>

**TABLE OF CONTENTS**  
(CONTINUED)

	<b>PAGE</b>
Vested Interest in Your Contributions .....	9
<b>EMPLOYER CONTRIBUTIONS .....</b>	<b>9</b>
Matching Contributions .....	9
Regular Profit-Sharing Contributions.....	10
Qualified Nonelective Contributions.....	10
Allocation Requirements .....	10
Vested Interest in Employer Contributions .....	11
Vesting Service .....	11
<b>PLAN INVESTMENTS .....</b>	<b>12</b>
Where Plan Contributions Are Invested .....	12
404(c) Protection .....	12
Making Investment Elections.....	12
<b>VALUING YOUR ACCOUNT.....</b>	<b>13</b>
<b>LOANS FROM YOUR ACCOUNT .....</b>	<b>13</b>
Internal Revenue Code Rules .....	13
Collateral for Loan .....	14
Default on a Loan.....	14
Special Loan Rules.....	14
<b>IN-SERVICE WITHDRAWALS .....</b>	<b>15</b>
Withdrawals of Rollover Contributions .....	15
Age 59-1/2 Withdrawals .....	15
Withdrawals of After-Tax Contributions.....	15
Limitations on Withdrawals Other than Hardship Withdrawals.....	15

**TABLE OF CONTENTS**  
(CONTINUED)

	<b>PAGE</b>
<b>Hardship Withdrawals .....</b>	<b>15</b>
<b>FORFEITURE OF NON-VESTED AMOUNTS .....</b>	<b>16</b>
<b>DISTRIBUTION OF YOUR ACCOUNT .....</b>	<b>17</b>
<b>Distribution to You .....</b>	<b>17</b>
<b>Distribution to Your Beneficiary .....</b>	<b>18</b>
<b>Cash Outs of Accounts and Consent to Distribution.....</b>	<b>18</b>
<b>FORM OF PAYMENT.....</b>	<b>18</b>
<b>Form of Payment to You .....</b>	<b>18</b>
<b>Form of Payment to Your Beneficiary .....</b>	<b>19</b>
<b>YOUR BENEFICIARY UNDER THE PLAN .....</b>	<b>19</b>
<b>SPOUSAL CONSENT.....</b>	<b>20</b>
<b>CLAIMS FOR BENEFITS .....</b>	<b>20</b>
<b>AMENDMENT AND TERMINATION OF THE PLAN .....</b>	<b>23</b>
<b>MISCELLANEOUS INFORMATION.....</b>	<b>23</b>
<b>TOP-HEAVY PROVISIONS.....</b>	<b>24</b>
<b>LIMITATIONS ON CONTRIBUTIONS.....</b>	<b>24</b>
<b>MORE THINGS YOU SHOULD KNOW.....</b>	<b>25</b>
<b>YOUR RIGHTS UNDER ERISA.....</b>	<b>25</b>
<b>GLOSSARY.....</b>	<b>28</b>

## INTRODUCTION TO YOUR PLAN

The American Air Liquide Holdings, Inc. Regular Savings Plan helps you provide for your retirement security by making it simple and convenient for you to contribute to your retirement savings regularly. Your Employer may also make contributions to your Plan Account to provide you with additional savings. Because the Plan is qualified under the Internal Revenue Code, special tax exclusions allow you to save more dollars for your retirement.

### *How You Save*

- ◆ You can contribute a percentage of your pay to the Plan as Tax-Deferred Contributions. For information on making Tax-Deferred Contributions, see **YOUR CONTRIBUTIONS: Tax-Deferred Contributions**.
- ◆ If you will be age 50 by the end of the year, you can make Catch Up Deferral Contributions to the Plan. Catch Up Deferral Contributions are additional Tax-Deferred Contributions that are not subject to annual limits imposed on Tax-Deferred Contributions under the Plan. For more information on making Catch Up Deferral Contributions, see **YOUR CONTRIBUTIONS: Tax-Deferred Contributions** and **LIMITATIONS ON CONTRIBUTIONS**.
- ◆ If you have savings from another retirement plan or annuity, you may be able to roll those savings into the Plan as Rollover Contributions. For more information on the types of savings that may be rolled over into the Plan and the terms and conditions for making Rollover Contributions, see **YOUR CONTRIBUTIONS: Rollover Contributions**.
- ◆ If you contribute a percentage of your pay, your Employer may add a Regular Matching Contribution. For information on the amount of your Employer's Matching Contribution and the terms and conditions for receiving Matching Contributions, see **EMPLOYER CONTRIBUTIONS: Regular Matching Contributions**.
- ◆ Your Employer may also make Regular Profit-Sharing Contributions to the Plan for you. For information on the amount of your Employer's Profit-Sharing Contribution and the terms and conditions for receiving Profit-Sharing Contributions, see **EMPLOYER CONTRIBUTIONS: Regular Profit-Sharing Contributions**.
- ◆ If you are not a Highly Compensated Employee, your Employer may make special contributions to the Plan for you that help it satisfy nondiscrimination rules applicable to 401(k) plans. These contributions are called Qualified Nonelective Contributions. Alternatively, your Employer may designate all or any portion of Regular Matching Contributions as Qualified Matching Contributions to help it satisfy these nondiscrimination rules. For information on the terms and conditions for receiving Qualified Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: Qualified Nonelective Contributions and Qualified Matching Contributions**.

- ◆ Dollars you save as Tax-Deferred Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Taxes are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings until they are distributed to you.

### ***Your Plan Account***

You have your own Account under the Plan to hold all contributions you make to the Plan and any contributions your Employer makes for you. Your Account also holds any investment earnings on those contributions. Your Account keeps track of your share of the assets held in the Plan.

### ***Vesting of Your Account***

Your Vested Interest in your Account is the percentage of your Account that you would receive if your employment terminated.

Your Vested Interest in the balance of your Account resulting from the following contributions is always 100%:

- ◆ Tax-Deferred Contributions
- ◆ Rollover Contributions
- ◆ Qualified Nonelective Contributions
- ◆ Qualified Matching Contributions

In addition, you are 100% vested in any pre-2005 After-Tax Contributions in your Account. (Effective January 1, 2005, the Plan does not accept After-Tax Contributions.)

Your Vested Interest in the balance of your Account resulting from Regular Profit-Sharing Contributions and Regular Matching Contributions is determined under a schedule based on your years of Vesting Service. (For more information about Vesting Service and vesting schedules, see **EMPLOYER CONTRIBUTIONS: *Vested Interest in Employer Contributions and Vesting Service.***)

### ***Distribution of Benefits***

You may receive distributions from your Vested Interest in your Account when any of the following happens:

- ◆ You satisfy the requirements for an in-service withdrawal. (For more information about withdrawals, see **IN-SERVICE WITHDRAWALS.**)
- ◆ You retire from employment after you reach your Normal Retirement Date.
- ◆ You die.
- ◆ Your employment terminates. (For more information about distributions following termination of employment, see **DISTRIBUTION OF YOUR ACCOUNT.**)

### ***Sponsor Discretion***

American Air Liquide Holdings, Inc. is the Sponsor and Plan Administrator. As Plan Administrator, American Air Liquide Holdings has discretionary authority to interpret and construe the provisions of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. American Air Liquide Holdings, Inc. may delegate this authority as provided under the Plan.

## **PLAN IDENTIFICATION INFORMATION**

### ***Type of Plan***

The Plan is a “**defined contribution plan.**” Under a “defined contribution plan,” all contributions you make to the plan or that are made on your behalf are held in an account that is invested on your behalf. When you retire, your retirement benefit from the plan will be based on the value of your account (including investment earnings and losses) at the time distribution is made to you.

The Plan is also a “**401(k) plan.**” Under a “401(k) plan,” you may elect to have Tax-Deferred Contributions made to the plan from your pay. These Tax-Deferred Contributions are not included in your taxable compensation for the year in which you contribute them to the plan. Instead, they are taxable when they are distributed to you from the plan. For more information see **YOUR CONTRIBUTIONS: *Tax-Deferred Contributions.***

The Plan is also a “**404(c) plan.**” Under a “404(c) plan,” you direct the investment of your account. Where you control the investments, fiduciaries who would otherwise be responsible for assuring that your Account is invested appropriately are no longer considered to be responsible. For more information, see **PLAN INVESTMENTS: *404(c) Protection.***

### ***Plan Sponsor and Administrator***

American Air Liquide Holdings, Inc.  
9811 Katy Freeway, Suite 100Houston, TX 77024

Telephone: 713-624-8682

### ***Sponsor’s Employer Identification Number***

75-3174747

### ***Plan Number***

006

### ***Participating Employers***



Air Liquide USA LLC  
Air Liquide Healthcare America Corporation  
Air Liquide Process & Construction, Inc.  
Air Liquide America L.P.  
Air Liquide Electronics U.S. LP  
Air Liquide Industrial U.S. LP  
Air Liquide Large Industries U.S. LP  
Air Liquide Project Execution Group LLC  
Air Liquide Technical Services LLC  
Air Liquide Advanced Technologies U.S. LLC  
American Air Liquide Inc.  
Aqualung America, Inc.  
Deep Sea, Inc.  
Air Liquide America Specialty Gases LLC  
Voltaix, Inc.

***Record Keeper and Trustee***

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

***Agent for Service of Legal Process***

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

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

**ELIGIBILITY TO PARTICIPATE**

***Eligibility Requirements***

If you were eligible to make and receive contributions under the Plan immediately prior to January 1, 2013, you will still be eligible on and after January 1, 2013.

Employees in the following categories are eligible for the Plan (these are the “eligible class”):

- ◆ Employees hired before January 1, 2005 who attained age 40 as of December 31, 2004 and did not make a one-time election to participate in the Enhanced Savings Plan within the time permitted by the Sponsor.
- ◆ Employees of Air Liquide Healthcare America Corporation, FLA Homecare Division.
- ◆ Hawaii Union employees hired before March 1, 2007.

Any person who is not classified as an employee on an Employer's payroll records is excluded from the Plan. Employees eligible for the Enhanced Savings Plan are excluded from this Plan. All persons classified by an Employer as In-pats are excluded from the Plan effective January 1, 2011.

Eligible Employees commence participation in the Plan on the first day of the month after completing 30 days of Eligibility Service.

### ***Transfers of Employment***

If you are transferred from ineligible employment with an Employer or a Related Company to employment in an "eligible class" of employees (as described in ***Eligibility Requirements*** above), you will be eligible to participate beginning on your transfer date if you would have been eligible to participate on or before your transfer date if you had been employed in an "eligible class" for your entire period of employment. Otherwise, you will be eligible to participate as provided in ***Eligibility Requirements***.

### ***Reemployment***

If your employment terminates and you are later reemployed in an "eligible class" of employees (as described in ***Eligibility Requirements*** above), you will be eligible to participate beginning on your reemployment date if you were eligible to participate at the time you terminated employment. Otherwise, you will be eligible to participate when you have met the requirements above.

### ***Eligibility Service***

- **Crediting Eligibility Service**

You are credited with Eligibility Service from your hire (or rehire) date until your Severance Date. If your employment terminates but you are rehired before you have been absent from work for 12 months, you are credited with Eligibility Service for the period that you were absent from work.

## **YOUR CONTRIBUTIONS**

### ***Tax-Deferred Contributions***

If you elect to make Tax-Deferred Contributions, you authorize your Employer to reduce the Compensation you would regularly receive by a specified amount. This amount is then deposited in your Account as a Tax-Deferred Contribution. You do not pay federal income taxes (or, in many states, state income taxes) on Compensation you contribute to the Plan as Tax-Deferred Contributions for the year in which you make the contribution. Those amounts are not taxed until they are distributed from the Plan.

- **How to Make an Election**

To make Tax-Deferred Contributions, you can go to the *myRetirementPlan* Web site at [rps.troweprice.com](http://rps.troweprice.com) or call the Plan Account Line at 1-800-922-9945. You may also cancel your deferral agreement by using the *myRetirementPlan* Web site or calling the Plan Account Line.

- **Amount of Tax-Deferred Contributions**

You may contribute from 1% to 40% of your Compensation (in whole percentages) as Tax-Deferred Contributions.

If you will be age 50 or older by the end of the year (December 31), you may make Catch Up Deferral Contributions in excess of 40% of your Compensation. Your Catch Up Deferral Contributions will not be included in determining whether you have exceeded the 40% of Compensation limit on your Tax-Deferred Contributions. Your total Catch Up Deferral Contributions cannot exceed the Catch Up Limit in effect for the year. The Catch-Up IRS Limit for 2016 is \$6,000. IRS limits are subject to change annually.

- **Commencement of Tax-Deferred Contributions**

Tax-Deferred Contributions will be made from your Compensation as soon as reasonably practicable after the date that you are eligible to participate. Contributions will be automatically withheld from your paycheck at the rate of four percent (4%) unless you elect otherwise.

- **Change in Amount of Tax-Deferred Contributions**

You may change the amount your Employer withholds from your future Compensation effective as of the first day of the next or any following pay period by notifying the Administrator in accordance with the rules established by the Administrator.

- **Suspension of Tax-Deferred Contributions**

You may direct your Employer to stop withholding amounts from your future Compensation and suspend your Tax-Deferred Contributions at any time. To suspend your Tax-Deferred Contributions, you must notify the Administrator in accordance with the rules established by the Administrator. The suspension will take effect as soon as reasonably practicable after you notify the Administrator.

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

- **Resumption of Tax-Deferred Contributions.**

If you suspend your Tax-Deferred Contributions, you may resume making Tax-Deferred Contributions by notifying T. Rowe Price by going to *myRetirementPlan* Web site at [rps.troweprice.com](http://rps.troweprice.com) or by calling the Plan Account Line at 1-800-922-9945. The change

will be as soon as administratively feasible following your new election.

- **Limitation on Amount of Contribution**

Federal law limits the amount of Tax-Deferred Contributions that you can make to the Plan each calendar year. For 2016, the maximum amount is \$18,000. For years thereafter, this IRS limit may be adjusted for inflation in increments of \$500. If the Administrator determines that the amount you authorize your Employer to withhold from your Compensation would exceed the maximum amount permitted for the year, the Administrator will adjust the amount withheld so that it does not exceed the maximum.

### ***Catch Up Deferral Contributions***

If you will be age 50 or older by the end of the calendar year, you may make Catch Up Deferral Contributions that exceed the above limitation on Tax-Deferred Contributions. Your total Catch Up Deferral Contributions for a year cannot exceed the Catch Up Limit in effect for the year. If you made a Catch Up Deferral Contribution in excess of the 40% of Compensation limit described above in ***Amount of Tax-Deferred Contributions***, the dollar amount of that Catch Up Deferral Contribution will be subtracted from the Catch Up Limit to determine the amount of any Catch Up Deferral Contributions you may make in excess of the above limitation.

The Catch Up Limit for 2016 is \$6,000. This IRS limit is subject to further annual adjustment for the cost of living.

### ***Rollover Contributions***

If you are in an “eligible class” (as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**), you may elect to roll over qualified distributions into the Plan, regardless of whether you have satisfied the service requirement to participate in the Plan.

Your Rollover Contributions are subject to all the terms and conditions of the Plan and are only distributable to you under the terms of the Plan.

- **Savings Eligible for Direct Rollover**

The Plan permits “direct rollovers” from the following:

- ◆ “qualified plans” (these are plans that meet the requirements of Section 401(a) or annuities that meet the requirements of Section 403(a) of the Internal Revenue Code, such as 401(k) or profit sharing plans). Your “direct rollover” may include after-tax employee contributions.
- ◆ 403(b) tax-sheltered annuities (these are retirement programs for employees of tax-exempt organizations or public school employers). Your “direct rollover” may not include after-tax employee contributions.
- ◆ 457 deferred compensation plans maintained by a state or local governmental employer.

- ◆ IRAs.

A “direct rollover” is a rollover made directly from another plan or annuity without being distributed to you first.

- **Savings Eligible for Indirect Rollover**

The Plan permits “indirect rollovers” from the following:

- ◆ “qualified plans” (these are plans that meet the requirements of section 401(a) or annuities that meet the requirements of section 403(a) of the Internal Revenue Code, such as 401(k) or profit sharing plans)
- ◆ 403(b) tax-sheltered annuities (these are retirement programs for employees of tax exempt organizations or public school employers)
- ◆ 457 deferred compensation plans maintained by a state or local governmental employer.
- ◆ IRAs.

An “indirect rollover” is a rollover you make to the Plan of amounts you have actually received as a distribution from another plan or annuity.

- **Savings Not Eligible for Rollover**

You may not roll over, either directly or indirectly, the following:

- ◆ loans

The Administrator may require you to provide information to show that the savings you want to roll over meet the Plan requirements.

- **Rollover Procedures**

If the distribution qualifies, you may roll it over into the Plan by delivering it (or having it delivered) to the Trustee. If you actually receive distribution of the amount you are rolling over, your Rollover Contribution must be delivered to the Trustee within 60 days of the date you received it.

### ***Vested Interest in Your Contributions***

Your Vested Interest in the Value of your Tax-Deferred Contributions (including Catch Up Deferral Contributions) and Rollover Contributions in your Account is always 100%.

## EMPLOYER CONTRIBUTIONS

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

### *Matching Contributions*

- **Regular Matching Contributions**

- For each period determined by the Administrator (not less frequently than annually), your Employer, in its discretion, may make a Regular Matching Contribution to your Account equal to a percentage, determined by your Employer, of your Tax-Deferred Contributions for that period. The Employer matches 50% of the first 6% of contributions you make to your Account, up to a maximum of 3%. For example, if you defer 4%, you receive 2% of Regular Matching Contribution. If you defer greater than 6%, you receive 3% of Regular Matching Contribution.

- **Limitations on Regular Matching Contributions**

The following Tax-Deferred Contributions are *not* included in determining the amount of the Regular Matching Contributions your Employer makes to your Account:

- ◆ Contributions exceeding 6% of your Compensation. Compensation you earned before you became eligible for Regular Matching Contributions is *not* included in determining this limit.

- **Qualified Matching Contributions**

Your Employer may characterize all or a portion of the Matching Contribution it makes to your Account as a Qualified Matching Contribution. Qualified Matching Contributions are treated as if they were Tax-Deferred Contributions to satisfy federal nondiscrimination rules. (These rules require contributions for Highly Compensated Employees not to exceed contributions for other employees by more than a specified amount.) Therefore, like Tax-Deferred Contributions, your Vested Interest in the Value of the Qualified Matching Contributions in your Account is always 100%.

### *Regular Profit-Sharing Contributions*

Each Plan Year, your Employer, in its discretion, may make a Profit-Sharing Contribution to your Account equal to a percentage, determined by your Employer, of your Compensation for the Plan Year.

Compensation you earned before you first became eligible to participate in the Plan will be excluded in determining the amount of your Profit-Sharing Contributions.

### ***Qualified Nonelective Contributions***

Your Employer may characterize all or a portion of the Regular Profit-Sharing Contribution it makes to your Account as a Qualified Nonelective Contribution. Qualified Nonelective Contributions are treated like Tax-Deferred Contributions to satisfy federal nondiscrimination rules. Therefore, like Tax-Deferred Contributions, your Vested Interest in the Value of the Qualified Nonelective Contributions in your Account is always 100%.

If your Employer determines that the Plan would not meet special IRS nondiscrimination tests for the Plan Year, your Employer, in its discretion, may make a separate Qualified Nonelective Contribution to the Plan. Nonhighly Compensated Employees identified in accordance with IRS rules will have separate Qualified Nonelective Contributions made on their behalf until the IRS tests are satisfied.

Your Employer will *not* make a separate Qualified Nonelective Contribution to your Account for a Plan Year if you are a Highly Compensated Employee for that Plan Year.

### ***Allocation Requirements***

You may receive Regular Matching Contributions for a particular contribution period determined by the Administrator (not less frequently than annually) if you are eligible to participate in the Plan at any time during that contribution period.

You may receive Qualified Nonelective Contributions for a particular Plan Year if you are eligible to participate in the Plan at any time during that Plan Year.

You may receive Regular Profit-Sharing Contributions for a particular Plan Year only if you also are employed by the Employer in an “eligible class” (as described in **ELIGIBILITY TO PARTICIPATE: Eligibility Requirements**) on the last day of the Plan Year.

However, you will share in the allocation of Regular Profit-Sharing Contributions if your employment terminates before the last day of the Plan Year because:

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

### ***Vested Interest in Employer Contributions***

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

- ◆ Qualified Nonelective Contributions
- ◆ Qualified Matching Contributions

Your Vested Interest in the Regular Profit-Sharing and Regular Matching Contributions in your Account is determined by the following schedule:

<b>Years of Vesting Service</b>	<b>Vested Interest</b>
Less than 1	0%
1, but less than 2	20%
2, but less than 3	40%
3, but less than 4	60%
4, but less than 5	80%
5 or more	100%

Notwithstanding the foregoing, if you are employed by an Employer (or a Related Company) on your Normal Retirement Date, the date you become disabled, or the date you die, your Vested Interest in the Regular Profit-Sharing and Regular Matching Contributions in your Account will be 100%.

***Vesting Service***

Vesting Service is used to determine your Vested Interest in the Regular Matching Contributions in your Account.

- **Crediting of Vesting Service**

You are credited with Vesting Service from your hire (or rehire) date until your Severance Date. If your employment terminates but you are rehired before you have been absent from work for 12 months, you are credited with Vesting Service for the period that you were absent from work.

- **Excluded Vesting Service**

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

- ◆ Vesting Service completed after your reemployment date is not taken into account in determining your Vested Interest in your Account earned before your Severance Date if the period between your Severance Date and reemployment date is 5 or more years.



## PLAN INVESTMENTS

### *Where Plan Contributions Are Invested*

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

### *404(c) Protection*

For those Accounts that you direct how contributions are invested, the Administrator, who would otherwise be responsible under federal rules for directing investments, is relieved of this responsibility with respect to those contributions. Therefore, the Administrator is no longer liable under the law for any losses to your Account that are the direct and necessary result of your investment directions. This protection for the Administrator does not apply for those Accounts for which you do not direct the investments. For those Accounts for which you direct the investments, the Administrator is still responsible, for providing you with diverse investment opportunities and sufficient opportunity to direct the investment of your Account.

### *Making Investment Elections*

- **Investment Elections**

When you become eligible to participate in the Plan, you can make investment elections by going to the *myRetirementPlan* Web site at [rps.troweprice.com](http://rps.troweprice.com) or by calling the Plan Account Line at 1-800-922-9945. Your investment election must specify the percentage of contributions to your Account that will be invested among the available investment funds.

- **Failure to Make an Investment Election**

If you do not make an investment election, your contributions will be automatically allocated among the default investment funds as directed by the Administrator.

- **Change of Investment Elections**

You may change how contributions to your Account are invested as soon as administratively feasible. To perform this transaction you must notify the Administrator in accordance with the rules established by the Administrator.

- **Transfers Between Funds**

You may transfer any amount held in your Account from one investment fund to another investment fund. You must specify the amount that is to be transferred.

A transfer may be made as soon as administratively feasible. To make a transfer, you must notify the Administrator in accordance with the rules established by the Administrator.

## VALUING YOUR ACCOUNT

The Trustee periodically adjusts the Value of your Account to show any earnings or losses on your investments, any distributions that you have received, and any contributions that have been made to your Account since the preceding adjustment date. This adjustment is made daily.

The Value of your Account may increase or decrease at any time due to investment earnings or losses. You are only entitled to receive from the Plan the Value of your Vested Interest in your Account on the date distribution is made to you. That Value will be determined on the adjustment date immediately preceding the date of distribution and may be larger or smaller than the Value determined on any other adjustment date. Neither the Trustee nor the Employer guarantees your Account against investment losses.

## LOANS FROM YOUR ACCOUNT

You may apply for a loan from your Account if you are a party in interest (a current, active employee of an Employer). If you have made a Rollover Contribution to the Plan, but have not yet met the eligibility requirements to participate in the Plan, you may not receive a Plan loan until you have met the eligibility requirements to participate. The Administrator can provide you with a copy of the rules governing Plan loans. You may request a loan by going to the *myRetirementPlan* Web site at [rps.troweprice.com](http://rps.troweprice.com) or by calling the Plan Account Line at 1-800-922-9945.

Any Plan loan made to you will be treated as a separate investment of the assets held in your Account.

### *Internal Revenue Code Rules*

Specific Internal Revenue Code rules govern loans from tax-qualified plans. Any Plan loan must meet the following minimum requirements set forth in the IRS rules:

- ◆ **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money.
- ◆ **Loan amount:** cannot exceed specified limits when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by your Employer or a Related Company.
- ◆ **Loan term:** cannot exceed 5 years, unless it is used to purchase your principal residence. The term of a Plan loan that is used to purchase your principal place of residence may not exceed the maximum time allowed under the Administrator's guidelines.

- ◆ **Repayment schedule:** must be substantially equal installments made not less frequently than quarterly. Some exceptions are made for unpaid leaves.

The loan guidelines provided by the Administrator may have more stringent requirements than the IRS minimum. In that case, any Plan loan must meet the more stringent requirements set forth in the loan guidelines.

### ***Collateral for Loan***

If you receive a Plan loan, a portion of your Vested Interest in your Account equal to the lesser of the loan amount or 50% of your Vested Interest (excluding any pre-1987 Qualified IRA Contributions) will be used as collateral for the loan. You may not receive a loan in excess of 50% of your Vested Interest (excluding your Qualified IRA Contributions). You must agree to repay the loan by payroll withholding. If a Plan loan is still outstanding at the time distribution of your Account is to be made, the amount distributed to you will be reduced by the amount of your Vested Interest in your Account that is held as collateral for the loan, but only to the extent necessary to repay the loan.

### ***Default on a Loan***

You will not receive a Plan loan unless you agree that your Account may be charged for unpaid principal and interest if you default on the loan. A Plan loan will be declared to be in default if either (1) you fail to make required payments within the period required under the loan note to prevent default or (2) there is an outstanding principal balance on the last scheduled repayment date.

### ***Special Loan Rules***

- ◆ **Minimum loan amount:** \$1,000.
- ◆ **Limit on outstanding loans:** only 2 outstanding Plan loans permitted at any time.
- ◆ **Prepayment of outstanding balance:** permitted in full without penalty.
- ◆ **Rollover of loans:** you may not roll over any loan note.

## **IN-SERVICE WITHDRAWALS**

Under certain circumstances, you may make a cash withdrawal from your Account while you are still employed by your Employer.

### ***Withdrawals of Rollover Contributions***

You may withdraw all or a part of the Value of the Rollover Contributions in your Account.

Your withdrawal will be effective as soon as practicable after Administrator approval.

### ***Age 59-1/2 Withdrawals***

Once you have reached age 59-1/2, you may withdraw all or a portion of the Value of certain of your Accounts. The Administrator will inform you as to what Accounts are available.

Your withdrawal will be effective as soon as practicable after Administrator approval.

### ***Withdrawals of After-Tax Contributions***

You may withdraw all or a part of the Value of any pre-2005 After-Tax Contributions in your Account.

Your withdrawal will be effective as soon as practicable after Administrator approval.

### ***Limitations on Withdrawals Other than Hardship Withdrawals***

- ◆ **Minimum withdrawal:** You must withdraw at least \$500.00.

### ***Hardship Withdrawals***

If you incur an immediate and heavy financial need, you may withdraw all or a portion of the Value of certain of your Accounts. The Administrator will inform you as to what Accounts are available.

You may only make a hardship withdrawal if the Administrator determines that the withdrawal is necessary to meet your financial need.

The minimum hardship withdrawal you may take is \$500.00.

Your hardship withdrawal may include amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal.

Your hardship withdrawal will be effective as soon as practicable after Administrator approval.

- **Financial Needs for which Hardship Withdrawals are Available**

The financial needs for which you can get a hardship withdrawal are:

- ◆ medical expenses of you, your spouse, or your dependents for the diagnosis, cure, mitigation, treatment, or prevention of disease.
- ◆ costs directly related to the purchase of your principal residence (excluding mortgage payments).
- ◆ tuition payments, related educational fees, and room and board expenses for post-secondary education for you, your spouse, or your dependents.
- ◆ prevention of your eviction from your principal residence or foreclosure on the mortgage of your principal residence.

- ◆ burial or funeral expenses for your deceased parent, spouse or dependent.
  - ◆ repair of damage to your principal residence that would qualify for a casualty deduction under the Code.
- **Demonstrating Need for Hardship Withdrawal**

The Administrator will approve your hardship withdrawal if all of the following requirements are met:

- ◆ the withdrawal amount does not exceed the amount you need to meet your financial need;
- ◆ you have obtained all other distributions and all non-taxable loans available to you from any plan maintained by your Employer or any Related Company; and
- ◆ you suspend your Tax-Deferred Contributions and After-Tax Contributions to the Plan (and any other plan maintained by your Employer or any Related Company) for at least 6 months after receipt of the withdrawal.

### **FORFEITURE OF NON-VESTED AMOUNTS**

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

- **Timing of Forfeiture**

The non-vested portion of your Account will be forfeited on a date determined by the Administrator.

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

- **Recrediting of Forfeited Amounts**

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

- ◆ you are reemployed before the last day of the 5-year period that begins on the later of (1) the date you received, or were deemed to have received, distribution of your Vested Interest in your Account or (2) the date the non-vested portion of your Employer Contributions was forfeited;
- ◆ you become an employee covered under the Plan before 5 years from your reemployment date; and

- ◆ if you received distribution of the vested portion of your Account, you repay the full amount of the distribution before 5 years from your reemployment date beginning on the date you are reemployed.

- **Treatment of Forfeited Amounts**

Any amounts that are forfeited during a Plan Year are used to meet your Employer's contribution obligations to the Plan or to pay Plan expenses, as directed by the Administrator.

## **DISTRIBUTION OF YOUR ACCOUNT**

### ***Distribution to You***

If your employment terminates with your Employer (and all Related Companies), the Plan permits distribution of your Account. Distribution may be made as soon as reasonably practicable following the date your employment terminates.

If you terminate employment before reaching age 55 and elect to receive distribution of your Account before reaching age 59 1/2, you may be subject to a 10% penalty tax on your distribution. You should consult your own tax advisor to determine whether this tax applies to you.

You may postpone distribution until April 1 of the calendar year following the calendar year in which you reach age 70 1/2 or retire, whichever is later.

- **Application for Distribution**

Unless your Account is cashed out as described below, distribution of your Account will not be made until April 1 of the calendar year following the calendar year in which you reach age 70 1/2 or retire, whichever is later, unless you have filed an application for distribution with the Administrator.

- **Suspension of Distribution**

If you are reemployed by your Employer (or a Related Company) before distribution of the full Value of your Account has been made, distribution of your Account will be suspended until your period of reemployment terminates.

- **Required Distribution**

Internal Revenue Code rules require that distribution of your Plan account begin no later than the April 1 following the close of the calendar year in which you reach age 70 1/2 or retire, whichever is later. Special rules apply if you reached age 70 1/2 before January 1, 2002 or you are a 5% owner of an Employer (see the Administrator for details).

### ***Distribution to Your Beneficiary***

If you die before distribution of the full Value of your Account has been made to you, distribution of your Account will be made to your Beneficiary as soon as reasonably practicable following the date your Beneficiary files an application for distribution with the Administrator. Distribution to your Beneficiary will be made no later than the end of the fifth calendar year beginning after your death.

### ***Cash Outs of Accounts and Consent to Distribution***

If the Value of your Vested Interest in your Account is \$1,000 or less, your Account will be “cashed out” by distributing your Vested Interest in your Account in a single-sum payment or by direct rollover to an IRA or other eligible retirement plan as soon as reasonably practicable following the date your employment terminates. Your Account will be cashed out even if you do not consent to the distribution.

If the Value of your Vested Interest in your Account is greater than \$1,000 but not more than \$5,000 and you do not elect to have your Account rolled over to an IRA or other eligible retirement plan or to receive payment of your Account directly, the Administrator will make a direct rollover of your Account balance to an individual retirement plan designated by the Administrator. This rollover will be made even if you do not consent to the rollover.

If the Value of your Vested Interest in your Account is more than \$5,000, distribution of your Account cannot be made before your Normal Retirement Date without your written consent.

The Value of your Rollover Contributions will not be included in determining the Value of your Account for purposes of these cashout rules.

## **FORM OF PAYMENT**

### ***Form of Payment to You***

- ◆ **Single-sum payment:** Distribution of your Account will be made to you in one payment unless you elect one of the following payment options.
- ◆ **Partial payments:** If you are at least age 55 and have terminated employment, you may elect to receive up to four payments in a year (one per quarter) from your Account. Each payment must be at least \$500.
- ◆ **Installment payments:** If you are at least age 55 and have terminated employment, you may elect monthly, quarterly, semi-annual or annual cash payments over a period that does not exceed your life expectancy (or the joint and last survivor life expectancy of you and your Beneficiary).
- ◆ **Special in-service distributions:** If your employment with your Employer continues past the date distribution of your Account is required to begin under federal law, you may elect to

receive distribution during that employment in a series of installment payments that meet federal minimum distribution requirements.

- ◆ **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a 20% mandatory federal income tax withholding applies to the distribution. You may not elect a direct rollover if the total value of any distribution is less than \$200. All or any portion of the distributions of your Account balance are eligible for rollover except:
  - ◆ any distribution that is required under the Internal Revenue Code..
  - ◆ any hardship withdrawal.

### ***Form of Payment to Your Beneficiary***

If you die before distribution of your Account is made, distribution of your Account will be made to your Beneficiary in a single-sum payment or, if your Beneficiary is your surviving spouse (or former spouse under a domestic relations order), distribution may be made in a direct rollover to an IRA or other eligible retirement plan, as described above. If your Beneficiary is not your spouse or former spouse, a direct rollover may be made to an IRA.

## **YOUR BENEFICIARY UNDER THE PLAN**

- **Beneficiary if You are *Not* Married**

You may designate a Beneficiary on the form provided by the Administrator to receive distribution of your Account if you die. Unless you marry (or remarry), your Beneficiary will not change until you file a new designation of Beneficiary form with the Administrator designating a different Beneficiary.

- **Beneficiary if You are Married**

If you are married, your Beneficiary under the Plan is your spouse. You may designate a non-spouse Beneficiary on the form provided by the Administrator with your spouse's written consent.

- **Effect of Marriage on Prior Beneficiary Designation**

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

- **Beneficiary Where There is No Designated Beneficiary**

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving spouse or, if you have no surviving spouse, your estate.



## **SPOUSAL CONSENT**

If you make an election that requires your spouse's written consent, your spouse's consent must be witnessed by a Plan representative or a notary public. If you are designating a Beneficiary, your spouse's consent must specifically acknowledge the Beneficiary that you have selected.

Your spouse's written consent will not be required if you make a good-faith attempt to find your spouse and your spouse cannot be located, you have a court order stating that you are legally separated from your spouse, or you have a court order stating that your spouse has abandoned you.

## **CLAIMS FOR BENEFITS**

In order to receive benefits, you will need to submit an application for benefits to the Administrator. You will receive a written response within 90 days, unless special circumstances require an extension, in which case the Administrator will notify you within the 90-day processing period that additional time is needed. In no event will the response period exceed 180 days.

- **Claim Denial**

If your claim is denied, the Administrator's notice will state the following:

- ◆ the specific reason(s) for the denial.
- ◆ the Plan provisions that support the denial.
- ◆ any additional information needed to complete your application and an explanation of why it is needed.
- ◆ information on how to have your claim reviewed.

- **Review of Administrator's Decision**

If you disagree with a decision made by the Administrator regarding a claim under the Plan, you have the right to ask the Administrator for a review of its decision. You should contact the Administrator at its business address or at its business phone number within 60 days of the date on which you receive notice of denial of the claim. A request for review must contain the following information:

- ◆ the date you received notice of denial of your claim and the date your request for review is filed.
- ◆ the specific part of the claim you want reviewed.
- ◆ a statement setting forth the basis upon which you think the decision should be reversed.

- ◆ any written material that you think is pertinent to your claim and that you want the Administrator to examine.

Unless additional time is required, the Administrator (or other fiduciary responsible for reviewing claims) will review the denial of your claim and notify you in writing of its final decision, within 60 days of the filing of your request. If additional review time is needed, you will be notified. In no event will the review period exceed 120 days.

If your claim is denied on review, the notice will state the following:

- ◆ the specific reason(s) for the denial.
- ◆ the Plan provisions that support the denial.
- ◆ that you are entitled to receive reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits.
- ◆ information on any voluntary appeal procedures.
- ◆ a statement of your right to bring a civil action under ERISA.

- **Special Rules Applicable to Disability Claims**

If you are claiming a benefit under the Plan that is contingent on the Administrator determining that you are disabled, you will receive a written response within 45 days, rather than 90 days. If special circumstances require an extension, the Administrator will notify you within the 45-day processing period that additional time is needed. The notice will specify the circumstances requiring the extension and the date a decision can be expected. The extension notice will also:

- ◆ explain the standards for approving a disability claim.
- ◆ state the unresolved issue(s) that prevent the Administrator from reaching a decision.
- ◆ describe any additional information needed to resolve the issue(s).

If the Administrator requests you to provide additional information so it can process your claim, you will have at least 45 days in which to provide the information. Otherwise, the initial extension cannot exceed 30 days.

If circumstances require further extension, the Administrator will again notify you, this time before the end of the initial 30-day extension. The notice will state the date a decision can be expected. In no event will a decision be postponed beyond an additional 30 days after the end of the first 30-day extension.

If your disability claim is denied, the Administrator's notice will state the following in addition to the information in **Claim Denial** above:

- ◆ if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, that a copy of the provision is available upon request, free of charge.
- ◆ if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion) that an explanation of the scientific or clinical judgment applying the exclusion or limit is available upon request, free of charge.

You may request a review of the Administrator's decision regarding your disability claim within 180 days, rather than 60 days. The review must be conducted by a Plan fiduciary different from the fiduciary who originally denied your claim. This fiduciary also cannot be subordinate to the fiduciary who originally denied your claim.

If the original denial of your claim was based on a medical judgment, the reviewing fiduciary must consult with an appropriate health care professional who was not consulted on the original claim and who is not subordinate to someone who was consulted on the original claim.

The review must identify the medical or vocational experts consulted on the original claim. You may request, in writing, a list of those medical or vocational experts.

You will receive notice of the reviewing fiduciary's final decision regarding your disability claim within 45 days, rather than 60 days, of your request. If your disability claim is denied, the notice will state the following in addition to the information in **Claim Denial** above:

- ◆ if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, that a copy of the provision is available upon request, free of charge.
- ◆ if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion) that an explanation of the scientific or clinical judgment applying the exclusion or limit is available upon request, free of charge.
- ◆ the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

## **AMENDMENT AND TERMINATION OF THE PLAN**

- **Plan Amendment**

The Sponsor reserves the right to amend the Plan, either prospectively or retroactively.

- **Plan Termination**

The Sponsor reserves the right to terminate the Plan at any time. In addition, an Employer may withdraw from the Plan at any time. If an Employer withdraws from the Plan, the Employer will determine whether the withdrawal should be treated as a termination of the Plan with respect to its employees.

If the Plan is terminated, you will be 100% vested in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account and distribution of your Account will be made as permitted under federal law.

### MISCELLANEOUS INFORMATION

- **Summary Plan Description Does Not Create Employment Contract**

The purpose of this Summary Plan Description booklet is to provide you with information about the benefits available under the Plan. The booklet is not intended to create an employment contract between you and your Employer. Nothing in this booklet should be construed as a limitation on your rights or your Employer's right to terminate your employment at any time, with or without cause.

- **No Guarantees Regarding Investment Performance**

Neither the Sponsor, your Employer, the Administrator, nor the Trustee guarantees any particular investment gain or appreciation on your Account nor guarantees your Account against investment losses or depreciation.

- **Payment of Administrative Expenses**

Generally, the expenses of administering the Plan are paid from Plan assets, unless your Employer elects to make the payment. In addition, your particular Account may be charged for the cost of administrative expenses that are attributable directly to your Account, unless your Employer elects to make the payment.

You will be charged for the administrative expenses determined by the Administrator.

The Administrator may direct that the management costs related to a particular investment fund be paid from that fund.

- **Qualified Domestic Relations Orders**

Generally, federal law prohibits payment of your Account to someone other than you, unless you have died. An exception to this rule is made for qualified domestic relations orders. A qualified domestic relations order may require that a portion of your Account be paid to someone other than you or your Beneficiary.

“Qualified domestic relations orders” are court judgments, decrees, etc. that pertain to child support, alimony, or marital property and that meet specific legal requirements. The Administrator has procedures for determining whether a court judgment or decree meets the specific legal requirements to be a qualified domestic relations order. You or your Beneficiary may obtain, without charge, a copy of these procedures from the Administrator.

- **Military Leave**

If you return to employment following a military leave, you may be entitled to benefits under the Plan for the period that you were absent from employment. You should see the Administrator for information regarding Plan benefits during military leave.

- **Return of Contributions to Your Employer**

If your Employer makes a contribution to your Account by mistake or if your Employer cannot deduct a contribution made to the Plan on its tax return, that contribution will be returned to your Employer in accordance with federal law.

### **TOP-HEAVY PROVISIONS**

Federal law requires that the Plan contain certain provisions that become effective only if the Plan becomes top-heavy. The Plan will become “top-heavy” if the aggregate Value of Accounts for certain officers and shareholders is 60% or more of the Value of all assets held under the Plan. If the Plan becomes top-heavy, specific minimum vesting and minimum benefits provisions become effective. If the Plan becomes top-heavy, the Administrator will notify you and give you additional details regarding these provisions.

### **LIMITATIONS ON CONTRIBUTIONS**

If you are a Highly Compensated Employee, federal law limits the amount of Tax-Deferred Contributions that you can make to the Plan and the amount of Regular Matching Contributions that your Employer can make to your Account in relation to the contributions made for other employees. If the Administrator determines that contributions for Highly Compensated Employees would impermissibly exceed the contributions for other employees, it may adjust the amount of Tax-Deferred Contributions and Regular Matching Contributions that would otherwise be made for Highly Compensated Employees.

Total contributions to the Plan are subject to annual limitations under the Internal Revenue Code. Amounts that would exceed those limits will be distributed or forfeited as provided under the Plan.

If you will be age 50 or older by the end of the year, you may make Catch Up Deferral Contributions that exceed the limits otherwise applicable to Highly Compensated Employees or that exceed the annual limit on Tax-Deferred Contributions described above. The amount of such Catch Up Deferral Contributions cannot exceed the Catch Up Limit for the year reduced by

any other Catch Up Deferral Contributions you have made for the year (i.e., any Tax-Deferred Contributions you have made for the year that exceed another applicable limit).

### **MORE THINGS YOU SHOULD KNOW**

Your Employer makes contributions to the Plan solely for your benefit. All the assets of the Plan are held for the exclusive benefit of participants and their beneficiaries. The Plan is qualified under the Internal Revenue Code as a profit-sharing plan.

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

Because the Plan assets are held in individual Accounts and are never less than the total benefits payable to participants, no insurance of benefits by the Pension Benefit Guaranty Corporation under Title IV of ERISA is necessary or available. The Plan is subject, however, to the applicable provisions of Title I of ERISA (protection of employee benefit rights) and Title II of ERISA (provisions of the Internal Revenue Code relating to retirement plans).

### **YOUR RIGHTS UNDER ERISA**

The Plan is covered by ERISA, which was designed to protect employees' rights under benefit plans. As a participant of the Plan, you should know as much as possible about your Plan benefits. ERISA provides that all plan participants are entitled to:

#### **Receive Information About Your Plan and Benefits**

- ◆ Examine, without charge, at the Administrator's office during normal business hours and at other specified locations copies of all documents governing the Plan, including a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- ◆ Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, the latest copy of the annual report (Form 5500 series) and an updated summary plan description. The Administrator may make a reasonable charge for the copies.
- ◆ Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this report at no charge.
- ◆ Receive a quarterly statement of your accrued benefits under the Plan, and, if you are not fully vested, the earliest date on which you will have a nonforfeitable right to such benefits.
- ◆ Obtain information as to whether a particular employer has adopted the Plan and, if so, the employer's address, upon written request addressed to the Administrator.

- ◆ Receive a written explanation with respect to any denied benefit claim regarding the reasons for such denial and the steps that must be taken in order to have such denial reviewed.

### **Prudent Action by Plan Fiduciaries**

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

### **Enforce Your Rights**

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 thirty days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the fines you claim are frivolous.

Service of legal process may be made upon the agent designated in **PLAN IDENTIFICATION INFORMATION** at the front of this booklet.

### **Assistance with Your Questions**

If you have any questions, you should contact the Administrator at the address indicated in **PLAN IDENTIFICATION INFORMATION** at the front of this booklet.

If you have any questions about this statement of your rights under ERISA, you may contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visiting the Department of Labor website (<http://www.dol.gov/ebsa>).

## GLOSSARY

<b><i>Account</i></b>	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
<b><i>Administrator or Plan Administrator</i></b>	The Sponsor or its delegate who is responsible for the administration of the Plan and who has the authority to interpret the Plan and to decide all questions of eligibility and benefits. .
<b><i>Beneficiary</i></b>	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
<b><i>Catch Up Deferral Contribution</i></b>	Any contribution that you make to the Plan on a before-tax-basis for any year (beginning with the year you reach age 50) that exceeds the amount you may contribute to the Plan as Tax-Deferred Contributions by no more than the Catch Up Limit in effect for the year.
<b><i>Catch Up Limit</i></b>	The maximum amount by which your Catch Up Deferral Contributions for a particular year may exceed the limitations applicable to Tax-Deferred Contributions for the year. The Catch Up IRS Limit for 2016 is \$6,000. After 2013, the amount of the Catch-Up Limit may be further adjusted annually for the cost of living.
<b><i>Code</i></b>	The Internal Revenue Code of 1986, as amended.
<b><i>Compensation</i></b>	<p>The compensation of a Participant for any period means the wages as defined in Code Section 3401(a), paid to him or her for such period for services as an Employee that would be used for purposes of income tax withholding at the source, determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed. Compensation also includes any amount that would have been included in your wages except for your election to have that amount contributed under this Plan, a cafeteria plan or certain other plans (pursuant to section 125, 402(e)(3), 402(h)(1)(B), 403(b), 457(b), 404(h)(2) or 132(f) of the Code).</p> <p>Compensation includes payments to you made by the later of 2-1/2 months after your Severance Date or the end of the limitation year (calendar year) that includes your Severance Date, if such payments would have been made to you as regular compensation for services had your employment not terminated.</p> <p>Compensation excludes expense reimbursements and allowances, deferred compensation, welfare benefits, severance payments, vacation payments, salary gross-ups, taxable earnings from stock grants, options or appreciation rights, Employer contributions to any employee benefits program not specifically included in this definition of Compensation,</p>



non-merit based awards and incentives, taxable income from use of a company vehicle, company meals or company training, and (except for any salary continuation payments from an Employer while you are on active military duty in excess of 30 days) and compensation you receive for a month in which you do not perform at least one Hour of Service.

Legal rules limit the Compensation that may be included under the Plan each year. For 2016, the maximum amount is \$265,000 (this limit may be adjusted annually after 2016).

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

***Employer or Participating Employer*** A company that participates in the Plan. This company could be the Sponsor or a Related Company.

***Employer Contribution*** Any contribution that your Employer makes to your Account.

***Enhanced Savings Plan*** The American Air Liquide Holdings, Inc. Enhanced Savings Plan, effective January 1, 2008. Prior to January 1, 2008, the Enhanced Savings Plan was part of this Plan.

***ERISA*** The Employee Retirement Income Security Act of 1974.

***Highly Compensated Employee*** An employee who is highly compensated in accordance with specific IRS rules. Generally, you may be a Highly Compensated Employee under the IRS rules if you are a 5% owner in the current or preceding year or you were paid more than the applicable limit set by the federal government during the preceding year. For 2016, the IRS limit is \$120,000 (this limit may be further adjusted annually). If you are concerned that you may be a Highly Compensated Employee, you should consult the Administrator.

***Hour of Service*** An hour for which you are paid or entitled to payment for the performance of duties.

***Matching Contribution*** Any Employer Contribution your Employer makes to your Account because of your Tax-Deferred Contributions.

***Nonhighly Compensated Employee*** An employee other than a Highly Compensated Employee.

***Normal Retirement Date*** The date you are entitled to retire with full benefits. Your Normal Retirement Date is the date you reach age 65.

<b><i>Plan</i></b>	The American Air Liquide Holdings, Inc. Regular Savings Plan. Prior to January 1, 2008, the Plan was known as the American Air Liquide Holdings, Inc. Savings Plan.
<b><i>Plan Year</i></b>	The period on which the Plan's records are kept. The Plan Year is the 12-month period ending on December 31.
<b><i>Qualified IRA Contributions</i></b>	Any qualified voluntary employee contributions (as defined under Internal Revenue Code section 219(e)(2) as in effect prior to 1987) you made to the Plan that were deductible under Internal Revenue Code section 219(a).
<b><i>Qualified Matching Contributions</i></b>	Any Matching Contribution that can be used to satisfy federal limitations on Tax-Deferred Contributions of Highly Compensated Employees.
<b><i>Qualified Nonelective Contributions</i></b>	Any Employer Contribution that can be used to satisfy federal limitations on Tax-Deferred and Regular Matching Contributions of Highly Compensated Employees, as described in detail in <b>EMPLOYER CONTRIBUTIONS: <i>Qualified Nonelective Contributions</i></b> .
<b><i>Regular Matching Contributions</i></b>	Any Matching Contribution other than: <ul style="list-style-type: none"> <li>• a Qualified Matching Contribution</li> </ul>
<b><i>Regular Profit-Sharing Contribution</i></b>	An Employer Contribution made to the Plan by your Employer without regard to whether you make any Tax-Deferred Contributions, as described in detail in <b>EMPLOYER CONTRIBUTIONS: <i>Profit-Sharing Contributions</i></b> .
<b><i>Related Company</i></b>	Any company or business that is considered to be related to an Employer under Internal Revenue Code rules.
<b><i>Rollover Contribution</i></b>	Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from an IRA.
<b><i>Severance Date</i></b>	The date your employment terminates or you are absent from work (without terminating employment) for 1 year (2 years if you are absent due to a maternity/paternity leave).
<b><i>Sponsor</i></b>	The company that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is American Air Liquide Holdings, Inc.
<b><i>Tax-Deferred Contribution</i></b>	Any contribution that you elect to make to the Plan on a before-tax basis.

<b><i>Trustee</i></b>	The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Sponsor.
<b><i>Value</i></b>	The monetary worth of the contributions and investment earnings and losses on such contributions in your Account. Value is determined by the Trustee as of an adjustment date. See <b>VALUING YOUR ACCOUNT</b> .
<b><i>Vested Interest</i></b>	The percentage of the Value of your Account that you are entitled to receive upon distribution.
<b><i>Vesting Service</i></b>	The service credited to you that is used for determining your Vested Interest in the Value of the Regular Profit-Sharing Contributions and Regular Matching Contributions in your Account.

Firmwide:117383785.1 021015.1155