COBLENTZ PATCH DUFFY & BASS LLP

401(k) PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

2022

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I. Introduction And Purpose

This Summary Plan Description ("SPD") explains the basic provisions of the Coblentz Patch Duffy & Bass LLP 401(k) Profit Sharing Plan (the "Plan"). Federal regulations require that you be informed of the benefits that the Plan provides, the persons responsible for the operation of the Plan, and your obligations and rights under the Plan. If you do not understand any part of the SPD, a representative of the Plan Administrator is available to explain it to you or to answer your questions. Coblentz Patch Duffy & Bass LLP (the "Firm") is the Plan Administrator.

The detailed provisions of the Plan do not appear in this SPD. They are set forth in the Plan document that establishes the Plan. Copies of the Plan document are available for your inspection at the offices of the Firm at One Montgomery Street, San Francisco, California, 94104. If you would like a copy, the Plan Administrator will provide you with a copy upon your written request. Although no differences between the Plan and this SPD are intended, the terms of the Plan will govern in the event any differences arise. Terms that are capitalized in this SPD have the same meaning as those terms have in the Plan.

The Plan is established and maintained solely for the benefit of Plan Participants and their Beneficiaries. The provisions of the Plan will be applied uniformly and consistently to all Participants.

II. Who Is Eligible To Participate In The Plan?

Generally, any employee or partner of the Firm is eligible to participate in the Plan**,** except the following:

- A non-partner attorney, unless the non-partner attorney is a key employee;
- Members of collective bargaining units that have entered into an agreement that does not specifically provide for coverage under this Plan; and
- Independent contractors.

A "non-partner attorney" is any attorney employed by the Firm as an associate attorney, contract attorney, staff attorney, "of-counsel" or "special counsel."

III. When Does Participation Begin?

1. <u>*Deferral Feature*</u>.

An employee or partner described in Question ***II. Who Is Eligible To Participate In The Plan?*** is eligible to participate in the Deferral feature of the Plan on the first day of the month on or after his or her date of hire. This date is known as his or her Entry Date.

> **EXAMPLE 1:** John starts to work for the Firm as a secretary on September 17, 2021, when he is 33 years old. John becomes a Participant in the Deferral feature of the Plan on October 1, 2021 because he still works for the Firm on that date and remains an eligible employee as described in Question ***II***.

Generally, if an eligible employee or partner is rehired by the Firm, his or her rehire date is his or her Entry Date for the Deferral Feature.

2. <u>*Profit Sharing Feature.*</u>

An employee, other than a partner, described in Question ***II. Who Is Eligible To Participate In The Plan?*** is eligible to participate in the Profit Sharing feature of the Plan if he or she has attained age 21 and completed two Years of Service, as defined below. Such eligible employee shall begin participation in the Profit Sharing feature on the January 1 or July 1 to occur on or after he or she has completed two Years of Service.

A "Year of Service" is, generally, the period of time beginning with the date you start to work for the Firm or any anniversary of that date, and ending one year later, but only if you complete at least 1,000 hours of service with the Firm during that period.

Under some special rules contained in the Plan document, you may receive credit for "hours of service" even for periods during which you perform no actual service for the Firm, such as a period of time during which you are on vacation or during which you receive workers' compensation.

> **EXAMPLE 2**: Assume the same facts as in Example 1 of this Question ***III***. John will become a Participant in the Profit Sharing feature of the Plan on January 1, 2024 if he still works for the Firm on that date, remains an eligible employee and has completed at least 1,000 hours of service with the Firm during each of the September 17, 2021-September 16, 2022 and September 17, 2022-September 16, 2023 periods.

> **EXAMPLE 3**: Assume the same facts as in Example 2 of this Question ***III***, with the following additional facts: While John has completed 1,000 or more hours of service for the September 17, 2021-September 16, 2022 period, he has completed only 670 hours of service during the September 17, 2022-September 16, 2023 period. John will not become a Participant in the Profit Sharing feature of the Plan on January 1, 2024. However, John would become a Participant in the Profit Sharing feature of the Plan on January 1, 2025 if he completes 1,000 or more hours of service during the September 17, 2023-September 16, 2024 period.

A partner described in Question ***II. Who Is Eligible To Participate In The Plan?*** is eligible to participate in the Profit Sharing feature of the Plan on the first day of the month on or after his or her date of hire.

If you have satisfied the Firm's service requirement, but you are excluded from participation in the Deferral feature or the Profit Sharing feature of the Plan because you are a non-partner attorney, you will become a Participant in such features as soon as you cease to be non-partner attorney while still working for the Firm.

> **EXAMPLE 4**: Margaret started working for the Firm as an associate attorney on October 11, 2021 when she was 29 years old. Margaret has completed 1,000 or more hours of service during the October 11, 2021-October 10, 2022 and the October 11, 2022-October 10, 2023 periods. Margaret is not yet a Firm partner on January 1, 2024, therefore, as an excluded employee, she will not become a Participant in any part of the Plan at any time during her employment. If Margaret becomes a Firm partner on May 1, 2024, she will become a Participant as of that date in both the Deferral feature and the Profit Sharing feature of the Plan.

If you cease to be an eligible employee after completing the Firm's age and service requirements for a feature of the Plan, you will become a Participant in that feature of the Plan immediately upon returning to the Firm as an eligible employee.

IV. What Kinds of Contributions Can A Participant Make To the Plan?

A Participant can make contributions to the Plan in the following ways:

1. *Deferrals*. Deferrals may be made to the Plan in one of two ways. The first way is for a Participant may make an election, by completing an electronic election form on-line, to have a portion of his or her Compensation (as defined below) contributed to the Plan on a before and/or after-tax basis. The second way is by automatic enrollment. Participants who fail to make an affirmative election of a percentage (0%, for a Participant who does not wish to make deferrals) will be automatically enrolled and 6% of Compensation will be deducted from their paycheck and contributed to the Plan on a before-tax basis on their behalf. Automatic enrollment is only applicable to employees hired or re-hired on or after January 1, 2019. See Question ***V. What Happens if I Do Not Make An Affirmative Election to Enroll or Not Enroll in the Salary***

Deferral Feature of the Plan? for more detailed information on automatic enrollment into the Plan.

Deferrals made on a pre-tax basis are known as "Pre-tax Deferrals," and deferrals made on an after-tax basis are known as "Roth 401(k) Contributions." Collectively, these amounts are referred to as "salary deferrals" or "Deferrals." If Roth 401(k) Contributions are made on your behalf, they will be accounted for separately in a Roth 401(k) sub-account of your Plan account. See Question ***VIII. What Is the Difference Between Roth 401(k) Contributions and Pre-tax Deferrals?*** for more information about the differences between Pre-tax Deferrals and Roth 401(k) Contributions. Unless otherwise stated in this SPD, Roth 401(k) Contributions are treated like Pre-tax Deferrals for all plan purposes and any references in this SPD to "salary deferrals" or "Deferrals" shall mean both Roth 401(k) Contributions and Pre-tax Deferrals.

Elective deferral agreements may be completed on-line at the Fidelity website.

The amount elected is a percentage of Compensation, up to a maximum of 75%, in accordance with uniform rules adopted by the Plan Administrator. "Compensation" generally means all amounts paid to you by the Firm during a Plan Year, including amounts you elect to have contributed to the Plan and other similar fringe benefits. (The Plan Year is the calendar year.) The tax laws limit the maximum amount of Compensation that may be taken into account for Plan purposes with respect to any Participant for any Plan Year. For the 2022 Plan Year, this limit is $305,000. The Internal Revenue Service may adjust this $305,000 limit for Plan Years after 2022 to reflect changes, if any, in the cost of living.

The amount you elect to defer will be deducted from your paycheck (and from your taxable income, if you elect to make Pre-tax Deferrals). As soon as practicable after the end of each payroll period, the Firm will make a contribution on your behalf to your account in the Plan, in an amount equal to your Deferral for that payroll period.

2. *Catch-Up Contributions*. For any year in which you are age 50 or older, you may make an additional Deferral, called a "catch-up" contribution, in excess of the limits on Deferrals discussed in Question ***VII. Are There Limits On The Amounts That Can Be Contributed Under The Plan?*** This additional Deferral may not exceed 75% of your Compensation. You may designate your catch-up contributions as either Roth 401(k) Contributions or Pre-tax Deferrals.

The Plan Administrator is authorized to provide forms and establish rules regarding the manner and method by which Deferrals and Catch-Up Contributions may be made, changed or discontinued. You will be advised of these rules, which will be applied uniformly to all employees who are eligible to make a deferral election.

3. *Rollover Contributions*. You may under some circumstances "roll over" the Plan distributions that you have received from an individual retirement account or another tax-qualified plan, including designated Roth contributions from another qualified plan or an in-service distribution from the Coblentz Patch Duffy & Bass LLP Cash Balance Pension Plan ("the Cash

Balance Pension Plan"), if the rollover meets certain requirements under the Plan and the tax laws. Please contact the Plan Administrator if you would like to make a rollover contribution.

Other than Roth 401(k) Contributions and rollovers of designated Roth contributions, after-tax contributions are not permitted under the Plan.

V. What Happens If I Do Not Make An Affirmative Election To Enroll Or Not Enroll In The Salary Deferral Feature Of The Plan?

If you are an eligible employee hired or rehired on or after January 1, 2019, unless you otherwise elect prior to your Entry Date (as defined in Question *II*), you are automatically enrolled in the Plan the later of 30 days from your Date of Hire (or re-hire) or your Entry Date. Upon enrollment, 6% of your Compensation is contributed to the Plan as a Pre-tax Deferral. Once the deduction is taken, it cannot be reversed. However, you may make changes to your deferral percentage to increase, limit or prevent future deductions from taking place. You may also change your election to make Roth 401(k) deferrals instead of Pre-tax Deferrals for future deferral amounts. See Question ***VIII. What Is the Difference Between Roth 401(k) Contributions and Pre-tax Deferrals?*** for more information on the different types of deferrals. To elect out of automatic enrollment, or to make any changes to your deferral amount or type, log on to http://netbenefits.401k.com and complete the appropriate form or call 1-800-835-5097.

Amounts automatically deferred will be invested in the Plan's designated default fund unless you designate a different investment option. See Question ***XI. How Will Contributions Made On My Behalf Be Invested?*** for more information about the Plan's designated default and how to provide investment direction for your account.

EXAMPLE 1: Janie is hired January 5, 2022 and as of March 1, 2022, her Entry Date, Janie did not complete an electronic election form on-line or call to stop automatic enrollment. As of March 1, she will begin making pre-tax deferrals equal to 6% of her Compensation into the Plan which will be invested in the Plan's default investment.

EXAMPLE 2: Assume the facts of Example 1 of this Question ***V***, except Janie does not want to make deferrals to the Plan. On February 15, 2022, she completes an electronic election form on-line to defer 0% of her Compensation. On March 1, 2022, no deferrals are taken from her Compensation.

EXAMPLE 3: Assume the same facts as Example 2 of this Question ***V***, except that Janie terminates service with the Firm on June 20, 2022. Assume she rehired on August 12, 2022 and is an eligible employee, but she does not complete an on-line election form. 30 days after Janie is re-hired, she will be automatically enrolled in the Plan and 6% of her Compensation will be deferred into the Plan, regardless of any prior elections she made.

VI. What Kind of Contributions Can the Firm Make to the Plan?

Each Plan Year, the Firm may, at its discretion, make a Nonelective Employer Contribution, known as a "Profit Sharing Contribution" to the Plan. For eligible staff, when a Profit Sharing Contribution is made by the Firm in a Plan Year, it will be shared among the Profit Sharing sub-accounts of each eligible staff Participant who either is still employed by the Firm on the last day of the Plan Year or has separated from the Firm's service before the last day of the Plan Year by reason of death, disability, or attaining normal retirement age (age 65).

For allocation purposes, each staff is placed into one of two groups: one group will consist of all eligible staff Participants who are also eligible for the Firm's Cash Balance Pension Plan and the other group shall consist of all eligible staff Participants who are not eligible for the Firm's Cash Balance Pension Plan. The staff are grouped in this manner to ensure that the Firm's total retirement contribution (the Profit Sharing Contribution under this Plan plus any allocation under the Cash Balance Pension Plan) is the same percentage of Compensation for each staff eligible. See Appendix A for more information on the implementation of the Plan's allocation formula for these two staff groups.

If you are a partner who participates in the Profit Sharing feature, you may be credited with a Profit Sharing Contribution. The Profit Sharing Contribution may be different for different Firm partners. Allocation groups are set forth in the Plan document.

The Firm may choose not to make a Profit Sharing Contribution for a particular Plan Year.

You may also receive a pro-rata allocation of any revenue sharing amount (an amount which a service provider agrees to credit the Plan in recognition of the service provider's compensation for its plan services) the Plan receives which is not used to pay plan expenses.

VII. Are There Limits On the Amounts That Can Be Contributed Under The Plan?

1. *Dollar Limits on Deferrals*. The tax laws limit the total amount of Deferrals (including Pre-tax Deferrals and Roth 401(k) Contributions, but excluding catch-up contributions) that you may make in any one year. For the 2022 Plan Year, the total amount of Deferrals, when added to similar contributions made under any other salary deferral arrangement in which you have participated during the Plan Year, may not exceed $20,500. The IRS may adjust this limit for Plan Years after 2019 to reflect changes, if any, in the cost of living.

2. *Dollar Limits on Catch-Up Contributions*. The tax laws limit the total amount of catch-up contributions that you may make in any one year. For the 2022 Plan Year, the total amount of catch-up contributions may not exceed $6,500. Therefore, if you are eligible to make catch-up contributions, the total amount of Deferrals you may make for 2022 is $27,000 ($20,500 + $6,500). The IRS may adjust this limit for Plan Years after 2019 to reflect changes, if any, in the cost of living.

3. *Other Limits*. The tax laws impose other limits, in addition to the limits described above on Deferrals and catch-up contributions, on the total amounts that may be contributed on your behalf in any Plan Year. You will be notified if any of these limits become applicable to you. Contributions made by the Firm because of a mistake in fact may be returned to the Firm.

VIII. What Is the Difference Between Roth 401(k) Contributions and Pre-tax Deferrals?

The primary difference between Roth 401(k) Contributions and Pre-tax Deferrals is how each one is taxed at the time of deferral and at the time of distribution. Pre-tax Deferrals are deducted from your paycheck each pay period *before* Federal and most state income taxes have been calculated. That means that Pre-tax Deferral contributions lower your current taxable income. You do not pay taxes on the Pre-tax Deferrals until you receive them as a distribution from the Plan.

EXAMPLE 1: Assume you earn $40,000 in 2022 and elect to make Pre-tax Deferral contributions of 10% of your total eligible Compensation. The total salary deferral contributions credited to your salary deferral sub-account during the plan year would be $4,000 and your total compensation received in cash during the plan year would be $36,000. Since your Compensation was reduced by $4,000, both your federal and state income taxes will be based on the $36,000 actually received. However, your social security benefits will be computed for the year on the entire $40,000 compensation figure. Therefore, you do not reduce your social security benefit when you participate in the salary deferral component of the Savings Plan. Fifteen years later, assume you are retiring at age 60 and are eligible for a distribution. Your $4,000 contribution is worth $9,500. You may take a distribution or, to defer taxes, roll your account over to an IRA, as described in Question ***XXII. Can I Roll Over My Distribution To An Individual Retirement Account Or Another Tax-Qualified Plan To Defer Payment Of Income Taxes?*** If you take a lump sum distribution, you will be taxed on the entire $9,500.

In contrast, Roth 401(k) Contributions are deducted from your paycheck *after* income taxes have been calculated. Therefore, making Roth 401(k) Contributions *does not* lower your current taxable income. However, you will not pay additional taxes on Roth 401(k) Contributions when such amounts are distributed from the Plan. In addition, the earnings on your Roth 401(k) Contributions will be distributed to you tax-free if you meet certain criteria (see Question ***IX. When Will The Earnings On Roth 401(k) Contributions Be Tax Free?***)

EXAMPLE 2: Assume the same facts as Example 1 of this Question ***VIII***, except you make Roth 401(k) Contributions instead of Pre-tax Deferrals. Your federal and state income taxes will be based on $40,000, not $36,000, but when you retire 15 years later, the $4,000 initial contribution will be tax-free, and the $5,500 in earnings associated with those contributions will also be tax-free as long as you satisfy the criteria discussed in Question ***IX***.

You may make Roth 401(k) Contributions to the Plan regardless of your income level. Once a salary deferral is made, you may not change the characterization of that salary deferral.

Whether to make Roth 401(k) Contributions, Pre-tax Deferrals or a combination thereof depends on your own personal situation and many factors should be taken into account. It is important for you to remember that distributions from the Plan can be handled in several different ways depending on your particular situation, and you should understand the various consequences, including the tax consequences, of the available options. This SPD provides only general guidance, and does not cover the many variations in individual situations or changes that may occur in the tax laws. You should contact your tax advisor for specific tax advice.

IX. When Will The Earnings On Roth 401(k) Contributions Be Tax Free?

Roth 401(k) Contributions, when distributed, are tax-free. In order for the investment earnings associated with the Roth 401(k) Contributions to be tax-free, the distribution must be a "qualified Roth distribution."

A qualified Roth distribution is generally a distribution that is made after a "5 taxable-year period of participation" and is either:

1. made on or after the date you attain age 59½,
2. made after your death, or
3. attributable to your being disabled.

<u>The 5 Taxable-Year Period of Participation (the "5-year rule")</u>. The 5 taxable-year period of participation begins on the first day of the calendar year in which you first make a Roth 401(k) Contribution and ends upon the completion of five consecutive taxable (calendar) years. This 5-year participation requirement is a one-time requirement, not a rolling requirement that applies separately to each year's Roth 401(k) Contribution. It is not necessary that you make a Roth 401(k) Contribution in each of those five years.

> **EXAMPLE 1**: Sam made his first Roth 401(k) Contribution in November 2016. He continues to make Roth 401(k) Contributions in 2017 and 2018. In 2019 and 2020, he makes Pre-tax Deferrals instead. Because Sam's first Roth 401(k) Contribution has been in the Plan 5 tax years (2016, 2017, 2018, 2019 and 2020), Sam satisfies the 5-year rule on January 1, 2021.

Generally, the Plan accepts rollovers of Roth 401(k) Contributions. If you transfer an amount designated as a Roth elective deferral from another qualified plan to this Plan directly, the 5-year rule is treated as beginning as of the earliest of: 1) the year the first Roth contribution was made to the transferor plan or 2) the year the first Roth 401(k) Contribution was made to this Plan. You are not allowed to transfer Roth contributions made to a Roth IRA to this Plan. If you are interested in rolling over designated Roth contributions, please consult your Plan Administrator for more details on the Plan's limitations.

EXAMPLE 2: Assume the same facts as Example 1 of this Question ***IX*** except that Sam rolled the Roth contribution he made to his prior employer's plan directly into the Plan. Under his prior plan, Sam made his first Roth contribution in 2014. The five-year rule is treated as having started in 2014, and thus, Sam will satisfy the 5-year rule as of January 1, 2019, instead of January 1, 2021.

Under certain circumstances, such as distributions of contributions that exceed IRS limits and deemed distributions of defaulted loans, a qualified Roth distribution will not receive special tax treatment described above.

If your distribution is not a "qualified Roth distribution," the portion of your distribution that is attributable to investment earnings is taxable (and in some cases, there will be a 10% early distribution penalty), unless the distribution is an eligible rollover distribution and you elect a roll over. Taxable amounts may be directly or indirectly rolled over to another plan or a Roth IRA. Amounts that are not an "eligible rollover distribution," as explained in Question ***XXII. Can I Roll Over My Distribution To An Individual Retirement Account Or Another Tax-Qualified Plan?***, will always be subject to federal and state income tax.

EXAMPLE 3: Assume the same facts as Example 1 of this Question ***IX*** except that Sam decides to take a $12,000 distribution on July 15, 2021. On that date, he has $20,000 of Roth 401(k) Contributions in his salary deferral account, $19,200 of which is Roth 401(k) Contributions and $800 of which is investment earnings. Because Sam has not satisfied the 5-year rule, a portion of the distribution to Sam will be taxable. He will be taxed in proportion of his contributions and earnings in the account. Therefore, because he is taking 60% ($12,000/$20,000) of his account, 60% of his distribution will come from contributions, and 60%, will come from the earnings. Therefore, $480 of your distribution will be treated as taxable to Sam ($12,000/$20,000 X $800).

X. What Is Vesting And How Much Is Vested?

A vested benefit is that portion of your Plan benefit that belongs to you. It can never be taken away from you, even if your employment with the Firm terminates.

All amounts allocated to your Plan account are 100% vested at all times.

XI. How Will Contributions Made On My Behalf Be Invested?

Generally, you may direct the Trustee as to how you want your Plan account invested. You have two investment options within the Plan:

- You may invest in one or more of a number of mutual funds available through Fidelity Investment Services; or
- You may open a self-managed (BrokerageLink) account through which you make all of the investment decisions.

You may change your investment elections at any time through the website **www.401k.com**. Once you have accessed your investments via the web, you may change your assets between the Fidelity menu of funds and your BrokerageLink account as frequently as you like. You may also change your investments at any time through the Fidelity Retirement Benefits line at 1-800-835-5097.

Any contributions for which you do not provide investment direction will be invested in the Plan's designated default fund – the Fidelity Freedom Funds – based on your anticipated retirement date (age 65). The Fidelity Freedom Funds are a type of lifecycle fund called a "retirement target-date fund," which means that each fund's assets are allocated based on the assumption that the person holding its shares will retire in (or about) the year indicated in the fund's name. You may direct your investment out of this default fund at any time in accordance with the procedures described in the preceding paragraph.

The Plan is intended to be a "Section 404(c)" Plan. This means that the Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and Title 29 of the Code of Federal Regulations § 2550.404c-1 (the "404(c) Regulations"), under which the Plan fiduciaries will not be liable for losses that are the direct and necessary result of investment instructions which you give.

The Plan Administrator or its designated agents shall be the party or parties responsible for providing the required disclosures and other optional information on the available investment alternatives as described by the 404(c) Regulations.

XII. How Much Will I Receive From The Plan?

The amount that you will receive from the Plan as benefits will depend on the total contributions made on your behalf, the type of contributions made (Pre-tax Deferrals or Roth 401(k) Contributions), the investment gains (or losses) on those contributions, and the form in which your benefits are distributed to you. (See Question ***XIX. How Are My Benefits Paid?***) Because the total contributions and the investment performance cannot be predicted, the exact amount of your benefits cannot be known until you start to receive your benefits.

XIII. When Am I Entitled to Start to Receive My Benefits?

As a Participant, you have one Plan account. That Plan account may have a number of sub-accounts within it to account for the different types of contributions made to the Plan on your behalf. Each sub-account is governed by different distribution rules, as described below.

1. *Deferral Sub-Account.*

You generally will be entitled to receive a distribution of your Deferral sub-account when you:

- Reach age fifty-nine and one-half (59-1/2);

- Terminate service or employment with the Firm; or
- Incur a financial hardship, as explained in Question ***XIV. Under What Circumstances Can I Receive A Hardship Distribution From The Plan?***

Hardship distributions may only be made from your Deferrals (Pre-tax Deferrals and Roth 401(k) Contributions), and not from the investment earnings derived from your Deferrals.

2. *Profit Sharing Sub-Account.*

You generally will be entitled to receive a distribution of your Profit Sharing sub-account when you terminate service or employment with the Firm. You are also entitled at any time to elect to receive a distribution of any portion of your Profit Sharing sub-account that is attributable to contributions or forfeitures and has been in your account for at least 2 years. The election must be made in accordance with procedures set by the Plan Administrator.

3. *Rollover Sub-Account*. You generally will be entitled to receive a distribution of all or any portion of your Rollover sub-account as soon as practicable after you request such a distribution.

XIV. Under What Circumstances Can I Receive A Hardship Distribution From The Plan?

In order to receive a hardship distribution, you must have an immediate and heavy financial need for any one of the following reasons:

- Medical expenses that have been incurred by or are necessary to obtain care for you, your spouse, any of your dependents, or your designated primary beneficiary; or
- To prevent your eviction from your principal residence or the foreclosure on the mortgage of your principal residence; or
- The purchase (excluding mortgage payments except as described above) of a principal residence for you; or
- The payment of tuition for the next twelve months of post-secondary education for you, your spouse, any of your dependents, or your designated primary beneficiary; or
- The payment of burial or funeral expenses of your parent, spouse, child, dependent or designated primary beneficiary;
- The payment of expenses for the repair of your principal residence that would qualify for the casualty deduction under section 165 of the Internal Revenue Code; or

- Any other financial need, determined to be immediate and heavy under rules and regulations issued by the Secretary of the Treasury.

XV. Are There Any Additional Restrictions Or Requirements That Must Be Met In Order To Receive A Hardship Distribution?

The following restrictions will apply to you if you receive a hardship distribution:

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

- The hardship distribution must be $500 or more.

XVI. May I Receive A Loan From The Plan?

As long as you have not separated from the Firm's service at the time the loan is made, you may obtain a loan from the Plan, under the following rules: You may obtain a loan from your Plan account of up to the lesser of (a) 50% of the value of the vested portion of your Plan account at the time you receive the loan or (b) $50,000 (reduced by the highest balance of any prior loans outstanding at any time during the preceding 12 months). Generally, repayment of the loan will be made by payroll deduction. The amount of the loan may not be less than $1,000, which means the value of the vested portion of your Plan account must be at least $2,000 before you can receive a loan from the Plan. You may not have more than 2 outstanding loans from the Plan at one time. For each loan you take from the Plan, your account will be charged a $75 loan set-up fee and a $25 annual maintenance fee.

Any loan you receive from your Plan account will require you to pay interest at the prime rate plus one percent and will provide for periodic level payments of principal and interest. The term of the loan will be five years or less, except that, in the case of a loan to be used by you to acquire your principal residence, the repayment period may be up to 15 years.

Any loan you receive from the Plan will be accounted for as a special investment of only your Plan account. This has at least three consequences: First, all the interest and principal payments on the loan will go back into your own Plan account. Second, to the extent it remains outstanding, the principal balance of the loan will not participate in any investment earnings or/and any net increase or decrease in value of the rest of your Plan account, nor will the amount loaned to you be available for other investments you might like to have the Trustee make for your Plan Account, and the investment return with respect to the portion of your Plan account represented by the loan will come solely from your own payments of interest with respect to the loan. Third, if you default on your obligation to repay the loan, the loss will fall entirely on your Plan Account and will not affect the Plan account of any other Participant.

If you terminate employment with the Firm, the entire outstanding amount of your loan or loans shall become immediately due and payable. Failure to repay the outstanding amount of your loans will cause your loans to default.

If you do receive a loan from the Plan and you default on any payment of principal or interest due with respect to the loan, then you may be subject to certain federal income tax consequences.

XVII. If I Take A Partial Distribution, May I Elect Which Type of Salary Deferral Is Distributed?

If you have made both Pre-tax Deferrals and Roth 401(k) Contributions, and you are electing a partial distribution (such as a loan, an in-service distribution or a hardship distribution), such distribution shall be made from your Plan account in the following order of priority: Pre-tax Deferrals, Roth 401(k) Contributions, Rollovers, and finally Profit Sharing Contributions.

XVIII. How and When Do I Receive a Distribution If I Terminate Employment With The Firm?

If you terminate employment with the Firm and your vested interest in the Plan is greater than $5,000, you may receive a complete distribution of your vested interest whenever you elect to do so. (However, you may not elect to receive your distribution later than April 1st of the year following the year in which you reach age 72 (or 70 ½ if you reach 70 ½ before January 1, 2020).)

If you terminate employment with the Firm and decide not to take a complete distribution of your vested interest in the Plan, your account will be charged an annual administration fee of up to $100.00. This fee will be deducted from your account balance on a quarterly basis at a rate of $25.00 per quarter and will generally apply to each full quarter in which you have an account balance. The administrative fees will show up as a deduction on the benefit statements you receive from the Plan. You will not be charged a fee for any billing quarter in which you do not have an account balance. The billing year runs from May 1-April 30.

To elect to receive your distribution, please obtain distribution forms from, and return completed forms to, the Plan Trustee (Fidelity).

If you terminate employment with the Firm and your vested interest in the Plan is $5,000 or less (including any rollover contributions you made to the Plan), the Firm (or their delegate) will automatically distribute your vested account balance in the following manner, if you do not elect to receive a distribution or roll it over in a timely manner:

- If your vested interest in the Plan is $1,000 or less, your vested interest in the Plan will be paid to you as soon in a lump sum as administratively feasible after your termination.

- If your vested interest in the Plan is greater than $1,000 but less than or equal to $5,000, your vested interest in the Plan will automatically roll over into an Integrity Individual Retirement Account ("IRA"), with Matrix Trust Company acting as custodian. Should your vested interest be rolled over into an IRA, your assets will be invested in the Lincoln Stable Value Fund, a fund designed to preserve principal and provide a reasonable rate of return and liquidity. You will be able to change the investment of the IRA.

- Your IRA balance will be subject to an annual custodial fee of $35 and a monthly investment fee of $2.50. There may be other charges to your account, including but not limited to a fee to receive paper statements or to take a distribution.

For additional information regarding the Plan's procedures, the IRA provider, and the fees and expenses associated with the IRA, please contact the Firm's Human Resource Department at 415 391 4800.

XIX. How Are My Benefits Paid?

You will receive payment of all your vested interest in your Plan account in the form of a single payment at one time.

XX. What Happens If I Die Before I Receive All My Benefits?

If you die before receiving distribution of your Plan account, then your Plan account will be paid to your Beneficiaries, or, if you have no Beneficiaries, to your estate. If you are married at the time of your death, then, unless you elected otherwise prior to your death, your surviving spouse will be your Beneficiary with respect to your entire Plan account.

Federal law requires that any election by you to have any portion of your Plan account be paid to anyone other than your surviving spouse in the event of your death will not be effective unless it was knowingly and freely consented to by your spouse, in a writing witnessed by either a notary public or an authorized agent of the Plan Administrator.

If you elect not to have your surviving spouse be your Beneficiary, you may designate one or more individuals as your Beneficiary or Beneficiaries for all or designated portions of your Plan Account in case you die before receiving or beginning to receive distribution of your Plan Account. Any Beneficiary designation must be made on or in any form or forms supplied or accepted by the Plan Administrator for this purpose. You may change your Beneficiary designation(s) at any time by filing (a) new written designation(s) with the Plan Administrator.

If you die before you receive all your benefits, your interest in the Plan will be paid to your Beneficiary in a single lump sum. Any such single payment would be required to be distributed no later than the close of the calendar year in which the fifth anniversary of your death occurs.

Both spousal and non-spousal Beneficiaries may elect a direct rollover of such inherited assets into an IRA.

For purposes of this Question ***XX***, Spouse means any person, including a person of the same sex, to whom you are legally married under the law of the State in which the marriage was entered into, regardless of where you live.

XXI. Will I Ever Be Required To Take A Distribution From the Plan?

This Plan is required to comply with the minimum distribution rules of the Internal Revenue Code. A Participant will be required to begin receiving minimum distributions by April 1 of the year which follows the year in which he or she reaches age 72 (70 ½ if you reach 70 ½ before January 1, 2020) or terminates employment with the Firm, whichever is later. However, a Participant who is a "five percent owner," as defined in the tax law, will be required to begin receiving minimum distributions by April 1 of the year following the year in which he or she reaches age 72 (70 ½ if you reach 70 ½ before January 1, 2020), even if he or she is still working for the Firm at that time.

XXII. Can I Roll Over My Distribution To An Individual Retirement Account Or Another Tax-Qualified Plan To Defer Payment Of Income Taxes?

Your options regarding the availability of a rollover vary depending on the type of contribution.

<u>Rollover of Pre-tax Deferrals and Rollovers</u>. To continue to defer payment of income taxes on your distribution of Pre-tax Deferrals or Rollover amounts, you may elect to have any portion of an "eligible rollover distribution" paid directly to an individual retirement account or another tax-qualified plan that accepts rollover distributions. You may also elect to roll over these amounts to a Roth IRA, but this *will not* defer payment of income taxes on your distribution. For more information on the tax consequences of rolling pre-tax amounts from the Plan to a Roth IRA, please consult with your tax advisor.

<u>Rollover of Roth 401(k) Contributions</u>. You may elect to have any portion of your Roth 401(k) Contributions (and the earnings thereon) that are an "eligible rollover distribution" paid to a *Roth* IRA, regardless of your income level, or directly to an eligible retirement plan that accepts your Roth rollover. If only a portion of your Roth 401(k) Contribution is rolled over, the investment income is assumed to be received by vehicle accepting the transfer first. When you roll your Roth amounts to a Roth IRA, the tax treatment of any subsequent distribution from the Roth IRA will depend on whether the distribution was a qualified Roth distribution or not, and will be governed by the tax rules attributable to Roth IRA distributions.

Generally, an "eligible rollover distribution" from the Plan is any distribution except one that is:

- Part of a series of payments made over your life or the joint lives of you and your designated beneficiary;

- For a specified period of 10 years of more;

- Any required minimum distribution required as explained in Question ***XXI. Will I Ever Be Required To Take A Distribution From The Plan?***; or

- hardship distribution.

Amounts that are not an eligible rollover distribution will never be a qualified Roth distribution.

XXIII. What Are The Tax Advantages Of The Plan?

The Plan has been designed to be a "Profit Sharing Plan" with a 401(k) component, which meets the requirements of section 401(a) of the Internal Revenue Code. This means that contributions under the Plan on your behalf as well as amounts paid to you will be eligible for special tax benefits.

When Pre-tax Deferrals and employer contributions are made to the Plan on your behalf, you do not currently pay income taxes on those amounts. You also do not currently pay income taxes on your share of the income from Plan investments that accumulate for your benefit. You will pay federal, and any applicable state, income taxes when you actually receive these benefits from the Plan (unless you roll over your distribution, as described in Question ***XXII. Can I Roll Over My Distribution To An Individual Retirement Account Or Another Tax-Qualified Plan To Defer Payment Of Income Taxes?***).

Pre-tax Deferrals will still be subject to applicable employment (e.g., FICA) taxes at the times the amounts would otherwise be payable to you. For any year that your salary exceeds the Social Security wage base (which is $147,000 in year 2022), only the Medicare portion of the FICA tax (at the rate of 1.45% payable by the employee and 1.45% payable by the employer) will apply to Deferrals from the excess.

As described in Question ***VIII***, when Roth 401(k) Contributions are made, the Roth 401(k) Contributions are deducted from your paycheck after taxes have been taken out, but you will not pay additional tax on the Roth 401(k) Contributions when such amounts are distributed. And, if you meet certain criteria described in Question ***IX***, you will not pay the taxes on the earnings on your Roth 401(k) Contributions.

XXIV. Can My Plan Benefits Be Assigned By Me Or Taken By My Creditors?

Generally, you may not assign, and your creditors may not take, your Plan benefits before they are paid to you.

An exception to this rule is that benefits may be assigned or awarded to an "alternate payee" (which can be a spouse, former spouse, child or other dependent) under an order which is a "Qualified Domestic Relations Order (usually abbreviated as "QDRO" and pronounced "quadro")," within the meaning of the tax and pension laws. The Plan Administrator maintains written procedures for determining whether an order it receives is such a "Qualified Domestic Relations Order." Your account will be charged the costs associated with determining if an order is a QDRO. These fees typically range from about $300 to $1,200. Please contact the Plan Administrator if you would like to obtain a copy of the Plan's QDRO procedures and/or receive additional information about QDRO-related fees.

XXV. What Is A Claim And How Do I File A Claim For Benefits?

A claim is a request for a Plan benefit by a Participant or Beneficiary. Prior to the date benefits become payable, you will receive an application for retirement benefits on which you may claim your benefit and make the elections described in this Plan. If you feel you are entitled to your Plan benefit, you may contact the Plan Administrator at One Montgomery Street, Suite 3000, San Francisco, California, 94104 or at (415) 391-4800. However, no claim is considered filed until a written request for benefits is received from you (or your duly appointed representative) or your Beneficiary. You will be given a prompt response to your claim and, if your claim is denied in whole or in part, you will be given the specific reasons for the denial. If you wish, you may, within 60 days of receiving the response, file a written request for a review of your claim. This response must state the specific reasons why you believe that the denial is improper. You have the right to request copies of documents pertinent to your appeal, and you may have a duly designated representative process the appeal on your behalf.

XXVI. What Are My Rights If The Plan Terminates?

The Firm intends to continue the Plan indefinitely. However, the Firm has retained the right to terminate as well as change the terms of the Plan. In terminating or amending the Plan, the Firm cannot, however, reduce the vested amount in your Plan Account or, generally, reduce any other benefit that you had under the Plan before the termination or amendment.

XXVII. Is My Interest In The Plan Insured By The Pension Benefit Guaranty Corporation?

No. The Pension Benefit Guaranty Corporation does not insure benefits under this type of plan.

XXVIII. General Information

Name of Plan:	Coblentz Patch Duffy & Bass LLP 401(k) Profit Sharing Plan
Name and Address of Employer:	Coblentz Patch Duffy & Bass LLP One Montgomery Street, Ste. 3000 San Francisco, California 94104
Names, Address and Telephone Number of Plan Administrator:	Coblentz Patch Duffy & Bass LLP One Montgomery Street, Ste. 3000 San Francisco, California 94104 (415) 391-4800
Employer Identification Number (EIN):	94-1244910
Plan Number:	002
Plan Year:	The calendar year
Type of Plan:	Profit Sharing Plan with 401(k) Feature
Type of Administration:	Self-administered
Normal Retirement Age:	65 years
Name and Address of Plan Trustee:	Fidelity Management Trust Company 82 Devonshire Street Boston, MA 02109

This Plan is administered by the Plan Administrator as designated above. The Plan Administrator is designated as the agent for service of process at the address provided above. Service of process may also be made on the Plan Trustee.

XXIX. Your Rights Under the Employee Retirement Income Security Act of 1974 (ERISA)

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. Under ERISA, all Participants are entitled to:

<u>Receive Information About Plan Benefits.</u>

a. Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including 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 Plan 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 an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. 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 benefit or exercising your rights under ERISA.

Enforce Your Rights.

If your claim for a Plan 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 copies of Plan documents or the latest annual report for the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a Domestic Relations Order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Receive Assistance With Your Questions.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest 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.

APPENDIX A

Allocation Of Profit Sharing Contributions To Staff

The Profit Sharing Contributions are shared among the Plan Accounts of eligible Plan participants who are staff employees in multiple steps. For this purpose, each eligible staff employee is placed into one of two groups. One group of staff employees shall consist of all staff who are not eligible for the Cash Balance Pension Plan. The other group shall consist of all staff who are eligible for the Cash Balance Pension Plan (i.e., not Highly Compensated Employees for the 2014 plan year or any subsequent plan year and are in any of the following employee departments during the Plan year, as determined in the sole discretion of the Firm: Case Clerk, Marketing, Human Resources, Attorney Recruiting, Accounting, Information Technology, and Facilities.) As indicated in Question ***VI***, staff are grouped in this manner to ensure that the Firm's total retirement contribution (the Profit Sharing Contribution under this Plan plus any allocation under the Cash Balance Pension Plan) is the same percentage of Compensation for each staff who is eligible for retirement benefits.

In the first step for each group of staff, each eligible staff participant's Plan Account is allocated an amount equal to a percentage of his or her Compensation. The percentage is the same for each eligible staff participant in a group for any given Plan Year, but it can change from Plan Year to Plan Year and be different for each group of staff. The percentage can be as low as 0%, and cannot be higher than 5.7% in the first step.

In the second step, if there are unallocated Profit Sharing Contributions for a group after the first step, the remaining contribution shall be allocated to each eligible staff participant's Plan Account in the group in an amount equal to a percentage of his or her Excess Compensation for the Plan Year. Excess Compensation is the amount of his or her Eligible Compensation that exceeds the maximum amount of earnings subject to the old age survivors and disability ("OASDI") portion of social security taxes. (The maximum amount subject to OASDI is $147,000 for the 2022 Tax Year. It is adjusted annually for increases in the national average wage.). The percentage is the same for each eligible staff participant in a group for any given Plan Year, but it can change from Plan Year to Plan Year and may be different for each group of staff. The percentage can be as low as 0% (if there is no remaining contribution), and cannot be higher than the percentage used in the first step (which is limited to 5.7%).

There is a third step if the Profit Sharing Contributions for a group are not exhausted in the first or second steps. In the third step, the remaining contribution is allocated to each eligible staff participant's Plan Account in proportion to the ratio that his or her Compensation bears to the aggregate Compensation of all staff participants in that group.

Example 1: Assume that for the 2022 Plan Year the Plan has four staff participants. The first group consists of two employees, Mike and Betty, who are both eligible to receive allocations of Profit Sharing Contributions. Assume that Mike's Compensation is $60,000, and Betty's is $150,000, and that the maximum amount of earnings subject to the OASDI portion of social security taxes is $147,000. Finally, assume that the Profit Sharing Contribution for staff participants in this group is equal $20,121.00.

STEP ONE: An allocation is made to each of Mike's and Betty's Plan Accounts in amounts equal to 5.7% of the amounts of their respective Compensation.

Mike: 5.7% of $60,000 = $3,420.00

Betty: 5.7% of $150,000` = $8,550.00

STEP TWO: Since there is some amount of the Profit Sharing Contribution remaining for this group, the staff participants, Mike and Betty, would receive the following allocations, which are a certain percentage of their Excess Compensation. In this case, that percentage is the maximum for this step, 5.7%.

Mike: There is no Excess Compensation because $60,000 is less than $147,000.

Betty: 5.7% of $3,000 ($150,000 - $147,000) = $171.00

STEP THREE: The remaining amount of the Profit Sharing Contribution is allocated to each staff participant in the group in proportion to the ratio that his or her Compensation bears to the aggregate Compensation of all staff participants in the group. After Steps One and Two have been completed, $7,980 of the Profit Sharing Contribution remains for this group. That amount would be allocated as follows:

Mike: ($60,000/$210,000) x $7,980 = $2,280.00

Betty: ($150,000/$210,000) x $7,980 = $5,700.00

In total, allocated contributions are as follows:

Mike: $3,420.00 + $2,280.00 = $5,700, which is 9.5% of his compensation

Betty: $8,550.00 + $171.00 + $5,700.00 = $14,421.00, which is 9.5% of her compensation, plus 5.7% of her compensation in excess of $147,000.

The second group consists of two employees, Julie and Sam, who are both eligible to receive allocations of Profit Sharing Contributions. Assume that Julie's Compensation is $80,000, and Sam's is $100,000, and that the maximum amount of earnings subject to the OASDI portion of Social Security taxes is $147,000. Finally, assume that the Profit Sharing Contribution for staff participants in this group is $11,700. That amount would be allocated as follows:

STEP ONE: An allocation is made to each of Julie's and Sam's Plan Accounts in amounts equal to 5.7% of the amounts of their respective Compensation.

Julie: 5.7% of $80,000 = $4,560

Sam: 5.7% of $100,000 = $5,700

STEP TWO: Since there is some amount of the Profit Sharing Contribution remaining for this group, the staff participants, Julie and Sam, would receive the following allocations, which are a certain percentage of their Excess Compensation.

Julie: There is no allocation because $80,000 is less than $147,000.

Sam: There is no allocation because $100,000 is less than $147,000.

STEP THREE: The remaining amount of the Profit Sharing Contribution is allocated to each staff participant in the group in proportion to the ratio that his or her Compensation bears to the aggregate Compensation of all staff participants in the group. After Steps One and Two have been completed, $1,440 of the Profit Sharing Contribution remains for this group. That amount would be allocated as follows:

Julie: ($80,000/$180,000) x $1,440 = $640.00

Sam: ($100,000/$180,000) x $1,440 = $800.00

In total, allocated contributions are as follows:

Julie: $4,560 + $640 = $5,200, which is 6.5% of her compensation.

Sam: $5,700 + $800 = $6,500, which is 6.5% of his compensation.

In addition, Julie and Sam would likely be eligible to accrue a Pension Credit under the Cash Balance Pension Plan. The Pension Credit would be 3.0% of compensation. Thus, in combination with the Cash Balance Pension Plan, overall Firm retirement plan contributions and Pension Credits would total 9.5% of compensation for Employees in this group.

Example 2: Assume the same facts as in Example 1 of this Appendix A, except that while Betty earns $150,000 for the Plan Year, she becomes a participant on July 1, halfway through the Plan Year, and her Compensation for the period from the date she became a Plan participant through the end of the Plan Year is $75,000. Assume that the Profit Sharing Contribution to staff participants is 9.5% of the sum of all Compensation for the group. Therefore, under this Example 2, the Profit Sharing Contribution for staff participants in this group is $12,825 (9.5% of $135,000).

In Step One, Mike would still receive an allocation of $3,420 (5.7% of $60,000) and Betty would receive an allocation of $4,275 (5.7% of $75,000). Neither would receive an allocation under Step Two. After Step One and Two have been completed, $5,130 of the Profit Sharing Contribution remains for their group. Under Step Three, Mike would receive an allocation of $2,280 (($60,000/$135,000) x $5,130) and Betty would receive an allocation of $2,850 (($75,000/$135,000) x $5,130).

In total, allocated contributions are as follows:

Mike: $3,420 + $2,280 = $5,700, which is 9.5% of his compensation

Betty: $4,275 + $2,850 = $7,125, which is 9.5% of her $75,000 compensation.

Example 3: Assume the same facts as in Example 1 of this Appendix A, except that Betty separates from the Firm's service before the end of the Plan Year, for reasons other than her becoming disabled or dying, and before her attainment of age 65, and does not come back to work for the Firm during the Plan Year. No amount will be allocated to Betty's Plan Account for the Plan Year, since she was not in the Firm's service on the last day of the Plan Year.

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