SUMMARY PLAN DESCRIPTION

Belk

401(k) Savings Plan

This information is not intended to be a substitute for specific individualized tax, legal, or investment planning advice. Where specific advice is necessary or appropriate, you should consult with a qualified tax advisor, CPA, Financial Planner or Investment Manager

Prepared August 2016

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Introduction

Type of Plan
Effective January 1, 2016, Belk Stores Services, Inc. amended its 401(k) plan. The plan is named the Belk 401(k) Savings Plan, but it will be referred to in this summary as the *Plan*. The Plan contains a cash or deferred arrangement, which means that once you become a Participant, you can contribute to the Plan on a tax deferred basis by payroll deductions. The Plan does not guarantee a specific benefit amount to Participants. The amount of benefits you'll receive depends on the value of your Account balance, which can change over time based on your Salary Deferral Contributions, Employer Safe Harbor Matching Contributions, investment gains or losses, and any shared Plan expenses.

Plan Sponsor
Belk Stores Services, Inc. is the sponsor of the Plan, and will sometimes be referred to in this summary as the "Sponsoring Employer," the "Employer," "we," "us" or "our". Our address is 2801 W. Tyvola Rd., Charlotte, NC 28217-4500; our telephone number is (704) 357-1000; and our employer identification number is 56-0616731.

Additional Adopting Employers
The following 13 affiliates of the Plan Sponsor also have adopted this Plan as Adopting Employers for the benefit of their employees who are eligible to participate: Belk, Inc.; Belk Stores of Virginia LLC; Belk Department Stores LP; Belk-Simpson Company, Greenville, South Carolina; Belk Ecommerce LLC; Belk Stores of Mississippi, LLC; Belk Gift Card Company LLC; Belk Accounts Receivable LLC; Belk Texas Holdings LLC; Belk Administration Company; The Belk Center, Inc.; Belk International, Inc.; and Belk Merchandising LLC. Any reference to the Employer in this summary generally also will be a reference to any Adopting Employer.

Purpose of This Summary
This booklet is called a Summary Plan Description (the "SPD") and it is meant to describe highlights of the Plan in understandable language. It is not, however, meant to be a complete description of the Plan, nor is it meant to interpret, extend or change the provisions of the Plan in any way. If there is a conflict between this SPD and the Plan, the provisions of the Plan control your right to benefits. A copy of the Plan and related documents are on file with the Plan Administrator and you can read them at any reasonable time. Also, no provision of the Plan or this SPD is intended to give you the right to continued employment or to prohibit changes in the terms or conditions of your employment. If you have any questions that are not addressed in this SPD, you can contact the Plan Administrator (who is described in the next section) during normal business hours.

Who to Contact for Account Questions[1]
Schwab Retirement Plan Services, Inc. is the Plan recordkeeper and will sometimes be referred to as "Schwab". Participant Services Representatives are available at 800-724-7526 Monday through Friday, 7:00 a.m. – 11:00 p.m. ET if you have questions about your Account or want to know more about saving.

Account Access
You can check balances, request investment information, choose investments, change how much you save, and more at (800) 724-7526 or www.workplace.schwab.com.

Plan Administration

Plan Trustee[2]
The Plan is administered under a written plan and trust agreement, with Charles Schwab Bank as the trustee. The trustee can be contacted at 211 Main Street, 14th Floor, San Francisco, CA 94105.

[1] **Schwab Retirement Plan Services, Inc. provides recordkeeping and related services with respect to retirement plans and has provided this communication to you as part of the recordkeeping services it provides to the Plan.**
[2] **Trust, custody, and deposit products and services are available through Charles Schwab Bank.**

Plan Administrator
All matters that concern the operation of the Plan are the responsibility of the Administrator. The Administrator is Belk Stores Services, Inc., whose address is 2801 W. Tyvola Rd., Charlotte, NC 28217-4500, and whose telephone number is (704) 357-1000. The Administrator has the power and discretionary authority to interpret the terms of the Plan based on the Plan document and existing laws, as well as the power to determine all questions that arise under the Plan. Such power and authority include, for example, the discretion necessary to resolve issues with respect to an employee's eligibility for benefits, credited service, Disability, and retirement, or to interpret any other term contained in the Plan and related documents. The Administrator's interpretations and determinations are binding on all Participants, employees, former employees, and their beneficiaries

Plan Number
For identification purposes, we have assigned number 333 to the Plan.

Plan Year
The Plan Year is the 12-month accounting year of the Plan, and it begins each January 1st and ends the following December 31st.

Service of Legal Process
If you have to bring legal action against the Plan for any reason, legal process can be served on the Plan Sponsor at Belk Stores Services, Inc., 2801 W. Tyvola Rd., Charlotte, NC 28217-4500. Service of legal process also may be made on the Plan Trustee. You must exhaust the Plan's claims procedure (see the Section titled *Claims Procedure)* before you can bring legal action against the Plan.

Eligibility & Service Crediting

There are two types of contributions under the Plan – Salary Deferrals from you and Safe Harbor Matching Contributions from your Employer. There are separate service requirements for determining your eligibility to make or receive these contributions, as described in more detail below. For these purposes, we count all service with us, any Adopting Employer, C.J. Gayfer & Company, Incorporated, J.B. White & Company, Sak's Incorporated and Finlay Fine Jewelry Corporation.

You become a Participant on the first day of the month on or immediately after completion of the applicable service requirement for a contribution, provided you are: (1) an Eligible Employee; and (2) employed by us, or an Adopting Employer, on that date. All employees are Eligible Employees except for: (a) union employees; (b) Non-Resident Alien Employees; and (c) Leased Employees.

Eligibility Service Requirement for Salary Deferral Contributions
To be eligible to make Salary Deferral Contributions, you must complete a 3-month period of service. This 3-month period is determined using the elapsed time method of counting service. The elapsed time method does not count the number of hours you work, but rather measures the period of service that starts on your date of hire and continues through the date you meet the 3-month requirement (or if earlier, terminate employment for any reason). All your periods of service are added together. So, if you terminate employment before becoming a Participant and are later rehired as an Eligible Employee, your earlier period of service will count towards determining when you meet the 3-month eligibility requirement.

Note: Effective January 1, 2017 eligibility requirements will change. At that time, you will be immediately eligible upon hire to make Salary Deferral Elections.

Eligibility Service Requirement for Safe Harbor Matching Contributions
To become eligible for Safe Harbor Matching Contributions, you must be credited with at least 1 Year of Service. You will be credited with a Year of Service for each 12-consecutive month computation period in which you are credited with at least 1,000 Hours of Service. The credit is given as of the end of the 12-month computation period, not the date you complete 1,000 Hours of Service. An Hour of Service is each hour that you have a right to be paid by us for the performance of your duties. This includes the actual number of hours that you work and hours for which you are paid but are not at work, such as paid vacation, paid holidays, or paid sick leave.

Your initial 12-month computation period begins on your date of hire (or rehire). Your second 12-month computation period overlaps your first computation period and begins on the first day of the Plan Year which begins prior to the first anniversary of your date of hire. For example, if your date of hire is March 1st, your first computation period will end on the last day of the following February, but your second computation period will have already begun on the immediately preceding January 1st and will end the following December 31st. Each succeeding computation period (if required) will begin January 1st and end December 31st.

Vesting Service for Certain Pre-2016 Accounts
Some Accounts established for Participants before 2016 remain subject to vesting schedules described in the Section titled *Special Vesting for Certain Accounts*. For purposes of determining your Vested Interest in those Accounts, your Years of Service are counted in the same manner as described above regarding the eligibility service requirement for Safe Harbor Matching Contributions. However, special rules apply to Participants who are rehired after a 5-Year Break in Service.

You will incur a 1-Year Break in Service if you are not credited with more than 500 Hours of Service during any 12-month computation period. However, in certain circumstances, such as taking time off to give birth to a child or to adopt a child, or taking time off to care for a child following the birth or adoption, you will be credited with 501 Hours of Service even though you did not actually work 501 hours in order to prevent you from incurring a Break in Service. You may contact the Plan Administrator for more details.

Salary Deferral Contributions

How the Contribution Is Determined
Once you become a Participant, you can begin making Salary Deferral Contributions through payroll withholding either on a pre-tax basis, an after-tax basis, or both. Salary Deferral Contributions that you elect to contribute on a pre-tax basis are deducted from your paycheck each pay period before Federal and most state income taxes are calculated. That means pre-tax Salary Deferrals lower your current taxable income, but they are fully taxable when they are distributed from the Plan.

In contrast, Salary Deferral Contributions that you elect to contribute on an after-tax basis (that is, as Roth 401(k) Contributions), are deducted from your compensation after income taxes, but may be distributed on a tax-free basis if certain requirements are met (see the Section entitled *Tax Withholding on Distributions*).

You can designate up to 100% of your Salary Deferral Contributions as Roth 401(k) Contributions. However, your total Salary Deferral Contributions for any calendar year can't exceed the lesser of 60% of your compensation or the annual dollar limit set by the IRS, which is $18,000 for 2016 (and may change in future years).

Salary Deferral Agreements
You must file a salary deferral agreement with Schwab by contacting a Participant Services Representative at 800-724-7526 or on the website at www.workplace.schwab.com to begin making Salary Deferral Contributions to the Plan. Your salary deferral agreement is where you indicate the percentage of compensation that you want us to withhold from your paychecks and contribute to the Plan on your behalf. This is also where you indicate if you want all or any part of the amount withheld to be treated as a Roth 401(k) Contribution

After your initial election, you can change your salary deferral agreement by filing a new agreement with Schwab at any time.

You can also cancel your salary deferral agreement at any time by giving written notice to Schwab. Your cancellation will be implemented as soon as administratively possible after your notice is received. If you do cancel your agreement, you will not be permitted to make a new election until the first available date that you would otherwise be entitled to change an existing agreement.

The Administrator from time to time may establish additional administrative procedures (or change existing procedures) concerning salary deferral elections, in which case you will be appropriately notified. The Administrator can also temporarily suspend your salary deferral agreement if you reach the maximum deferral amount that is permitted by law or by the Plan. You will be notified if your salary deferral agreement is temporarily suspended.

Age 50 Catch-up Contributions
For any calendar year in which you have attained (or will attain) at least age 50 by the end of that year, you may make "catch-up contributions," which are additional Salary Deferral Contributions above the limits that otherwise apply to Plan Participants. If you're eligible to make catch-up contributions, your total Salary Deferral Contributions for the calendar year can't exceed the lesser of 100% of your compensation or $24,000 for 2016 (or such higher limit as announced annually by the IRS).

How Your Compensation Is Determined
In general, you can make Salary Deferral Contributions from all of the compensation that is paid or made available to you during the Plan Year excluding any compensation received as (a) Fringe Benefit Payments and (b) Differential Wage Payments.

How Your Vested Interest Is Determined
Your Vested Interest in your Salary Deferral Contribution Account is 100% at all times.

Safe Harbor Matching Contributions

How the Contribution Is Determined
In order to satisfy certain testing requirements, we will make a Safe Harbor Matching Contribution to the Plan for each Participant equal to the sum of (a) 100% of the Participant's Salary Deferral Contributions that do not exceed 4% of compensation, plus (b) 50% of Salary Deferral Contributions that exceed 4% of compensation but do not exceed 6% of compensation. So, for example, if you elect to contribute 6% of every paycheck throughout the entire calendar year, we would allocate 5% of your compensation to your Safe Harbor Matching Contribution Account (which is the maximum annual amount) [(100% x 4%) + (50% x 2%) = 5%].

This formula will be applied on an annual basis even though Safe Harbor Matching Contributions are allocated at least quarterly. This means that if your rate of Salary Deferral Contributions does not remain the same for the entire year (for example, if you change your election or reach the contribution limit during the year), then we will make any necessary "true-up" matching contribution as of the end of the year.

How Your Compensation Is Determined
In general, the amount of any Safe Harbor Matching Contributions made on your behalf is based on all of the compensation that is paid or made available to you during the Plan Year, excluding any compensation received prior to the date you become a Participant in this part of the Plan, or as (a) Fringe Benefit Payments and (c) Differential Wage Payments. However, no contributions will be made with respect to compensation in excess of the annual dollar limit set by the IRS, which is $265,000 for 2016 (and may change in future years).

How Your Vested Interest Is Determined
Your Vested Interest in your Safe Harbor Matching Contribution Account is 100% at all times.

Top Heavy Requirements

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered "top heavy." The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are Key Employees. However, the Plan automatically satisfies this requirement in any Plan Year for which we make a contribution on your behalf to any other qualified retirement plan that we sponsor. If the Plan is not exempt, then for each Plan Year in which the Plan is considered top heavy and in which you are a non-Key Employee who is employed by us on the last day of the Plan Year, you will receive a minimum allocation equal to the lesser of 3% of your compensation or the highest percentage of compensation allocated for that Plan Year to the Accounts of Participants who are Key Employees.

Maximum Allocation Limitations

The amount of contributions and forfeitures that can be allocated to your Account for any Plan Year is limited by law to the lesser of 100% of your compensation or the annual dollar limit set by the IRS, which is $53,000 for 2016 (and may change in future years). However, this dollar limit does not apply to the amount of earnings that can be allocated to your Account, to the amount of any rollover contributions you can make to the Plan, or to any other funds transferred to this Plan on your behalf from another qualified plan.

Rollover Contributions

If you participated in another retirement plan, you may be permitted to roll over any distribution you receive from the other plan to this Plan if all legal requirements (and any requirements imposed by the Administrator) on such rollovers are satisfied. If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in your Rollover Account. Your Vested Interest in your Rollover Account will be 100% at all times.

Specifically, if you are an Eligible Employee (see page 2), you may roll over amounts from the following retirement plans:

(1) qualified plans, including after-tax contributions
(2) 403(a) and 403(b) annuity plans, including after-tax contributions
(3) Roth 401(k) Contributions made to any plan described above
(4) Individual Retirement Accounts (IRAs) and individual retirement annuities

Distribution of Benefits

Distributions for Reasons Other Than Death
If your employment is terminated for any reason other than death, your Vested Interest will be distributed within an administratively feasible time after you request payment. Your Vested Interest will be distributed in a lump sum which can be paid to you or, at your election, can be rolled over to another qualified retirement plan or to an individual retirement account. You can also elect not to receive a lump sum and instead elect (a) substantially equal installment payments over a specified period of time; or (b) partial payments in amounts that you request from time to time.

In addition to the payments described above, there are rules which require that certain minimum distributions be made from the Plan. Generally, these minimum distributions must begin by the later of (a) the April 1st following the end of the calendar year in which you reach age 70½ or (b) the April 1st following the end of the calendar year in which you retire. However, if you are a 5% owner, you must begin receiving these distributions by the April 1st following the end of the calendar year in which you reach age 70½ even if you are still employed by the Employer.

Distributions Upon Death
Your Vested Interest will be distributed to your beneficiary as soon as administratively feasible after your death. If you are not married, you can name anyone to be your beneficiary. If you are married, your Spouse by law is your beneficiary unless he or she waives the death benefit in writing. Your beneficiary can elect to receive (a) a lump

sum; or (b) substantially equal installment payments over a specified period of time (although there are limits on how long installment payments can be made, which will be explained to your beneficiary at the appropriate time).

If you fail to designate a beneficiary, or if the beneficiary is not alive at the time of your death, the death benefit will be paid in the following order of priority to:

1) your Spouse; and
2) your estate.

If you designate your Spouse as beneficiary and later become divorced, the designation of your Spouse as beneficiary will no longer be valid. Under these circumstances, you should submit a new beneficiary designation.

If your death occurs *before* the date minimum distributions must begin (as described in the preceding section), the distribution to your beneficiary must be made within certain legal timeframes that are dependent upon several factors, including (a) whether you have a designated beneficiary, (b) your relationship to the beneficiary (Spouse or non-Spouse), and (c) certain elections that your beneficiary may make after your death. However, if your death occurs *after* the date that minimum distributions must begin, the minimum death benefit that must be paid to your beneficiary each year after your death is based on the longer of your remaining life expectancy (had you survived) or the remaining life expectancy of your beneficiary. Your beneficiary may also choose to accelerate the payment rate. Contact the Administrator for more information regarding payments to beneficiaries.

Any death benefit received by your Spouse can be rolled over to an IRA. A non-Spouse beneficiary may establish a special IRA (an "Inherited IRA") that can receive a direct rollover of all (except for any required minimum distributions) or a portion of the death benefit distributed upon your death to that non-Spouse beneficiary.

Certain portions of a death benefit may not be eligible to be rolled over into an Inherited IRA. If you (a deceased Participant) needed to take a required minimum distribution in the year of your death (but you have not yet taken that required minimum distribution), then that required minimum distribution cannot be rolled over from the Plan into an Inherited IRA. Similarly, if the non-Spouse beneficiary needs to take any required minimum distribution from the Plan for the year in which the direct rollover occurs (or any prior year), then the non-Spouse beneficiary cannot roll over that required minimum distribution into an Inherited IRA. However, if the death benefit includes Roth 401(k) Contributions, those amounts can be rolled over to the Inherited IRA.

If the non-Spouse beneficiary elects to roll over the death benefit to an Inherited IRA, then the inherited IRA will be subject to complicated required minimum distribution rules. You should inform your non-Spouse beneficiary that (a) he or she is designated to receive your death benefit, and (b) your death benefit can be rolled over to an Inherited IRA. The non-Spouse beneficiary should discuss any planning issues and tax consequences with their professional tax advisor with respect to a direct rollover of your death benefit into an Inherited IRA.

Disability Distributions

If you suffer a Disability prior to termination of employment, or if you suffer a Disability after your termination of employment but prior to distribution of your Vested Interest, you will be entitled to your Vested Interest. Your Vested Interest will be distributed in a lump sum which can be paid to you or, at your election, can be rolled over to another qualified retirement plan or to an individual retirement account. You can also elect not to receive a lump sum and instead elect (a) substantially equal installment payments over a specified period of time; or (b) partial payments in amounts that you request from time to time.

Cash-Outs of Small Accounts
If your employment is terminated for any reason and your Vested Interest is $5,000 or less (including your Rollover Account balance) it will be distributed in a lump sum, or, at your election, will be rolled over to another qualified retirement plan or to an individual retirement account (IRA) of your choosing. However, if you do not make an election, then the distribution (a) will be made in a lump sum if your Vested Interest is $1,000 or less; or (b) if your Vested Interest is more than $1,000, will be rolled over to an IRA that we establish for you at Charles Schwab Bank (IRA provider). The IRA provider will charge your IRA for any expenses associated with the establishment and maintenance of the IRA and with the investments of the IRA. You will be given more information at the time of distribution regarding the IRA provider and any associated fees or expenses.

In-Service Distributions
You can elect to take distributions from your Rollover Account and/or After-Tax Contribution Account at any time. Distributions from your After-Tax Contribution Account (described in the section entitled *Special Vesting for Certain Accounts*) will include a proportionate amount of investment earnings.
In addition, you can request a lump sum distribution from your Salary Deferral Contribution Account and/or Safe Harbor Matching Contribution Account while you are still employed by us if you are at least age 59½. You may request up to 100% of these Accounts, but the Administrator may set limits on how often "in-service" distributions can be taken each Plan Year. Note that there may be tax implications associated with your distribution (see the Section titled *Tax Withholding on Distributions*).

Hardship Distributions
As long as you are an employee, you can take a distribution to pay for a financial hardship caused by one or more of the following circumstances:

- Unreimbursed expenses for medical care (or unreimbursed expenses necessary to obtain medical care) incurred by you, your Spouse, your dependents, or the person named as your primary Plan beneficiary, provided the expenses are the type that are considered tax deductible under the Internal Revenue Code (without regard to whether the expenses exceed 7.5% of your adjusted gross income).
- Costs related to the purchase of your principal residence (excluding mortgage payments).
- Payments necessary to prevent eviction from your principal residence or to prevent foreclosure on the mortgage of your principal residence.
- Tuition, related educational fees, and room and board, for up to the next 12 months of post-secondary education for you, your Spouse, your children, other eligible dependents, or the person named as your primary Plan beneficiary.
- Burial or funeral expenses for your deceased parent, your Spouse, your children, other eligible dependents, or the person named as your primary Plan beneficiary.
- Expenses for repair of damage to your principal residence that would qualify for a casualty deduction (without regard to whether the loss exceeds 10% of your adjusted gross income).

If you have one of the above expenses, a hardship distribution can only be made if the following rules are also satisfied:

- The hardship distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the hardship distribution.
- You must have taken any other distribution or Participant loans available under this or any Plan maintained by us.

- Effective January 1, 2017, the minimum hardship distribution is $1,000 and you are allowed one withdrawal in a 12-month period.

Hardship distributions can be taken from (a) your Salary Deferral Contribution Account (both pre-tax and Roth 401(k) Contributions, but excluding post-1988 earnings); (b) your Rollover Account; and (c) your After-Tax Contribution Account.

You cannot make any Salary Deferral Contributions to the Plan for 6months after you take a hardship distribution. In addition, all hardship distributions must comply with the terms of the Administrative Policy Regarding Financial Hardship Distributions established by the Administrator. Please contact Participant Services Representative at 800-724-7526 for information concerning hardship withdrawals.

After you have satisfied the 6-month suspension, you must make an active deferral election to start participating again.

Loans to Participants

You are permitted to borrow from the Plan using an electronic authorization system available by contacting a Participant Services Representative at 800-724-7526 or on the website at www.workplace.schwab.com. Loans will be made only to actively-employed Participants in accordance with the Loan Policy established by the Administrator. Your vested Account balance is used as security for the loan.

Loans will be made pursuant to the following terms:

- You may have a maximum of two (2) outstanding loans at any time; a general purpose loan and a residential loan, but not 2 loans of the same type.
- The minimum amount of a loan is $1,000;
- The maximum amount of the loan, when added to the outstanding balance of all other loans from the Plan, is generally the *lesser* of 50% of your vested Account balance or $50,000 (reduced by the excess of your highest outstanding loan balance during the prior 1-year period over the outstanding loan balance as of the day the loan is made);
- The loan term may not exceed 4 years, except that any loan used to purchase your principal residence may be repaid over a 15-year period;
- Loans are available from the vested portion of all of your Accounts;
- A $50 fee (and a $2 monthly maintenance fee) will be charged to your Account to establish each loan.

You will be charged a reasonable rate of interest on any loan that you take from the Plan. Subject to any restrictions on withdrawals from a particular investment fund, loan proceeds will be taken pro-rata from the investment funds in which your Account is invested and from the sources in the following hierarchical order: (1) Safe Harbor Matching Contribution Account; (2) Rollover Account; (3) Salary Deferral Account; and (4) After-Tax Contribution Account. The vested portion of any pre-2016 Non-Safe Harbor Contribution Accounts described in the Section titled *Special Vesting for Certain Accounts* is used to determine the amount of loan available to you, but is not available for the funding of any loan. As a loan is repaid, your payments will be allocated to your Accounts on a pro rata basis, based on the investment election in effect on the date a payment is deposited to the Plan.

All payments of principal and interest that you make on a loan will be credited to your Account. Loan payments generally must be made through payroll deduction. If you fail to make payments when they are due under the loan terms, you will be considered to be in "default." A loan in default may be treated as a distribution from the Plan, thus resulting in taxable income to you. In any event, your failure to repay a loan will reduce the benefit that you would otherwise be entitled to from the Plan.

Note that if you have an unpaid leave of absence or go on military leave while you have an outstanding loan, you may qualify for a suspension of loan payments. If you return from a leave of absence, your loan will be re-amortized and your new loan payments will commence. If you terminate employment, all loans will immediately become due and payable. If a loan is not repaid within a reasonable time following termination, it will be offset against your vested Account balance.

The Administrator may periodically revise the Plan's loan policy. For further details on Plan loans, you may request a copy of the Loan Policy from the Administrator.

Investment of Accounts

Subject to an investment policy established by the Administrator, you can direct how your Account will be invested. You can choose from any investment options offered by the Plan by accessing your Account. You can switch between investments as often as is permitted under the investment options you choose. All earnings and losses on your directed investments will be credited directly to your Account. Investment results will reflect any fees and investment expenses for the investments you select. You may request more information on fees associated with an investment option from the Administrator.

We intend to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if you are permitted to exercise independent control over the investment of your Account and you are offered a reasonably diverse selection of well managed investment options, then the fiduciaries of the Plan, including the Administrator and us, may be relieved of certain liabilities for any losses which occur because you exercise control.

Generally, you will receive a quarterly statement that contains information regarding your investment choice(s), any contributions received by the Plan during that quarter, your investment gains or losses, ending fund balances and your Vested Interest.

Special Vesting for Certain Accounts

The Plan includes old contributions that were available under prior Plan terms or under the terms of a merged plan, but are not available under the current Plan terms. If you began participating in the Plan before 2016, these older contributions generally continue to be maintained in separate sub-accounts. Your Vested Interest in these special sub-accounts is based on all your credited Years of Service with the Employer (as described on page 3).

Account balances that are not vested at the time of distribution will be forfeited. However, if your employment is terminated involuntarily as a result of the closing of the store, division office, or other operating unit in which you work, or your job is eliminated due to a "reduction in force", you will become 100% vested in all of your sub-accounts unless you are offered alternative employment with the Employer.

(a) **After-Tax Contribution Account.** Voluntary employee contributions made before December 31, 2012 on an after-tax basis are 100% vested at all times. These types of contributions are <u>not</u> the same as Roth 401(k) Contributions. The special rules for Roth 401(k) Distributions (see next page) do not apply, so investment earnings on After-Tax Contributions are taxable whenever they are distributed from the Plan.

(b) **Non-Safe Harbor Non-Elective Contribution Account.** These are former Basic Employer Contributions and if they were made after January 1, 1998, they are 100% at all times. Your Vested Interest in any Basic Employer Contributions made prior to January 1, 1998 (and related earnings) will be determined according to the following schedule:

1-Year of Service.....0% Vested
2-Years of Service .....0% Vested
3-Years of Service .....0% Vested
4-Years of Service .....0% Vested
5-Years of Service .....100% Vested

(c) **Non-Safe Harbor Matching Contribution Account.** Prior Non-Safe Harbor Matching Contributions from Leggett will be 100% vested at all times. However, your Vested Interest in any other Non-Safe Harbor Matching Contributions made prior to January 1, 2010 (and related earnings) will be determined according to the following vesting schedule:

1-Year of Service.....0% Vested
2-Years of Service .....0% Vested
3-Years of Service .....100% Vested

Tax Withholding on Distributions

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking the distribution.

Direct Rollovers Not Subject to Tax
Any eligible distribution that is directly rolled over to another eligible retirement account (either another qualified retirement plan or an individual retirement account) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be directly rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, or over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you by law. There are other distributions that are not eligible for direct rollover treatment, and you should contact the Administrator if you have questions about a particular distribution.

20% Withholding on Taxable Distributions
If you have your benefit paid to you and it's eligible to be rolled over, you only receive 80% of the benefit payment (excluding any After Tax Contributions). The Administrator is required to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

Tax Treatment of Roth 401(k) Distributions
The tax treatment of a distribution of Roth 401(k) Contributions (and the associated investment earnings) depends upon whether the distribution is a “qualified Roth 401(k) distribution” or a “nonqualified Roth 401(k) distribution”. If the distribution is a “qualified Roth distribution,” then the entire amount distributed is tax-free, even the portion attributable to investment earnings on the Roth 401(k) Contributions. To be considered a “qualified Roth distribution,” the following two conditions must be met:

- You have satisfied the 5-year rule (also known as the 5-year clock); and
- The distribution is made after you have reached age 59 ½, died or become disabled.

The 5-year rule is satisfied if the Roth 401(k) distribution occurs at least five (5) years following the year the first Roth 401(k) Contribution is made to the plan. For example, if you first make Roth 401(k) Contributions in 2010, you will satisfy the 5-year rule as of January 1, 2015. It is not necessary that you make a Roth 401(k) Contribution in each of the five (5) years.

A “non-qualified Roth distribution” is any distribution that is not a “qualified Roth distribution.” Non-qualified Roth distributions are subject to taxation (and in some cases, a 10% early distribution penalty) on the portion of the distribution which is attributable to investment earnings, unless you roll over the distribution as described below.

You may elect to make a rollover of your Roth 401(k) Contributions and earnings to a Roth IRA. The tax treatment of any subsequent distribution from the Roth IRA will be governed by the tax rules attributable to Roth IRA distributions. Please note that the 5-year clock for a Roth IRA distribution will not include the portion of time that the Roth 401(k) Contributions were in the Plan.

You may also elect to make a rollover to an eligible retirement plan that accepts rollovers and agrees to separately account for Roth 401(k) Contributions. To the extent that you make a plan-to-plan rollover (direct rollover), you will be provided a statement indicating the amount of your Roth 401(k) Contribution (basis) and the year that your 5-year clock started. This information must generally be provided to the recipient plan in conjunction with your rollover. Please note that the 5-year clock in the recipient plan will include the portion of time that you made Roth 401(k) Contributions to this Plan.

When a Participant rolls a Roth 401(k) balance to a new Roth IRA, the five-year qualification period starts over. This may impact the rollover decision. If the Participant has an established Roth IRA, then the qualification period is calculated from the initial deposit into the IRA and the rollover will be eligible for tax-free withdrawals when that five-year period has ended (and the age qualifier has been met).

Claims Procedure

If you feel that you are entitled to a benefit that you are not receiving from the Plan, you (or your authorized representative) can make a written request to the Administrator (or its delegate) for that benefit. Plan benefits fall into two categories – Disability benefits and non-Disability benefits. A Disability benefit means a benefit that is available under the Plan and that becomes payable upon a determination of a Participant's Disability by the Administrator. A Disability benefit does not include a benefit that, under the terms of this Plan, becomes payable upon a determination of a Participant's Disability by the Social Security Administration or under a long term Disability plan sponsored by the Employer. The claims procedure for Disability benefits and non-Disability benefits are similar, but there are differences.

Written Claims
Any claim for benefits must be filed in writing with the Administrator, but the Administrator may permit the filing of a claim for benefits electronically so long as the Administrator complies with certain Department of Labor requirements.

Review of Non-Disability Benefit Claims
If your claim is for a non-Disability benefit, it will be reviewed under the following procedure:

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim in whole in part, the Administrator will give you a written or electronic notice of its decision within 90 days of the date the claim was filed, unless an extension of time is necessary. If special circumstances require an extension, the Administrator will notify you before the end of the initial 90-day review period that additional review time is necessary. The notice for an extension (a) will specify the circumstances requiring a delay and the date that a decision is expected to be made; and (b) will describe any additional information needed to resolve any unresolved issues. Unless the Administrator requires additional information from you to process the claim, the review period cannot be extended beyond an additional 90 days. If the Administrator requires additional information from you to process the claim and a timely notice requesting the additional information is transmitted to you, it must be provided within 90 days of the date that the notice is provided by the Administrator.

- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) a description of the Plan's review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review

procedures and your right to obtain copies of such procedures; and (f) a statement that if you request a review of the Administrator's decision and the reviewing fiduciary's decision on review is adverse to you, there is no further administrative review following the initial review, and that you then have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 60 days of the date on which you receive such notice, you may obtain review of the decision as explained in the next paragraph.

- **Right to Appeal.** Within the 60-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request must contain the following information: (a) the date on which your request was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed; (c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.

- **Review on Appeal.** In general, your appeal will be reviewed within 60 days of the date it is received by the Administrator (unless special circumstances require an extension to 120 days and you are so notified before the end of the 60-day review period). The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial determination. The decision on review will contain the following: (a) the specific reasons for the denial on review; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) a statement describing any voluntary review procedures and your right to obtain copies; and (e) a statement that there is no further administrative review of decision and that you have a right to bring a civil action under ERISA §502(a).

Review of Disability Benefit Claims

If your claim is for a Disability benefit, it will be reviewed under the following procedure:

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim for a Disability benefit in whole or in part, the Administrator will transmit to you a written or electronic notice of its decision within 45 days of the date the claim was filed, unless an extension of time is necessary. If, prior to the expiration of the initial 45-day period, the Administrator determines that a decision cannot be made within that initial 45-day period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the 45-day review period that a 30-day extension of time is necessary. If, prior to the end of the first 30-day extension period, the Administrator determines that a decision cannot be made within that first 30-day extension period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the first 30-day extension period that an additional 30-day extension of time is necessary. Any notice of an extension of time will (a) specify the circumstances requiring the extension of time and the date a decision is expected to be rendered; (b) explain the standards on which entitlement to a Disability benefit is based; (c) state the unresolved issues that prevent a decision on the claim; and (d) describe any additional information needed to resolve those issues. If the Administrator requires additional information from you to process the Disability benefit claim and a timely notice requesting the additional information is transmitted to you, you must provide the additional information within 45 days of the date the notice is provided.

- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) if the claim denial is based on an internal rule, guideline, protocol, or other similar criterion, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy thereof is available upon request, free of charge; (f) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, or a statement that such

explanation is available upon request, free of charge; (g) a description of the review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (h) a statement that if you request a review of the Administrator's decision and the review is adverse to you, that there is no further administrative review following such initial review, and that you have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 180 days of the date you receive the notice, you may obtain review of the decision as explained in the next paragraph.

- **Right to Appeal.** Within the 180-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request for such review must contain the following information: (a) the date on which your request was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed; (c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.

- **Review by Alternate Reviewer.** Review of a Disability benefit claim that has been denied under these procedures will be conducted by a reviewer who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. The review will not afford deference to the initial adverse benefit determination, but will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If the adverse benefit determination was based on a medical judgment, the reviewer will consult with an appropriate health care professional who (a) was not consulted on the original adverse benefit determination, (b) is not subordinate to someone who was consulted on the original adverse benefit determination, and (c) has appropriate training and experience in the field of medicine involved in the medical judgment. Any experts whose advice was obtained on the original adverse determination must be identified during the review, without regard to whether the advice was relied upon in making the determination. You may request, in writing, a list of such experts.

- **Review on Appeal.** In general, your appeal will be reviewed within 45 days of the date it is received by the Administrator (unless special circumstances require an extension to 90 days and you are so notified before the end of the 45-day review period). The reviewer will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The reviewer's decision will contain the following: (a) the specific reasons for the denial; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) if the claim denial is based on an internal rule, guideline, protocol, or other similar criterion, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion is available upon request, free of charge; (e) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation is available upon request, free of charge; (f) a statement describing any voluntary review procedures and your right to obtain copies of such procedures; (g) a statement that there is no further administrative review of the reviewer's decision and that you have a right to bring a civil action under ERISA §502(a); and (h) 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."

Participants Absent Because of Military Duty

USERRA

If you are absent from employment or terminate employment with us due to military service, and you return to

employment with us, you may be entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). This includes service credit and contribution rights under the Plan for your period of “qualified” military service (as defined under the Internal Revenue Code). If you think you are entitled to these rights, please contact the Plan Administrator for more details.

Participants Who Die During Military Absence
If you are absent from employment with us because of military service and you die on or after January 1, 2007 while you are performing "qualified" military service (as defined under the Internal Revenue Code), you will be treated as having returned to employment on the day before your death for purposes of determining your Vested Interest. However, you will not be entitled to any additional benefits or contributions with respect to your period of military leave.

Participants Who Become Disabled During Military Absence
If you suffer a Disability while you are performing "qualified" military service (as defined under the Internal Revenue Code) and you cannot return to work, you will be treated as if you returned to employment with us on the day before the date you became disabled (your "Disability date") for purposes of determining your Vested Interest. For this purpose, you will be treated as if your employment with us terminated on your Disability date.

Other Information

Allocation of Dividends and Income
When dividends or income payments are allocated among Participant Accounts, and the pro rata allocation of such payment would result in the allocation of less than $25 to a terminated Participant, the terminated Participant will not receive the allocation. Such amount will be deposited to the Trust and the Plan Administrator will allocate all such amounts on a pro rata basis to the other Participants receiving such dividend or income payment.

Attachment of Your Account
Your creditors cannot garnish or levy upon your Account except in the case of a proper IRS tax levy, and you cannot assign or pledge your Account except as collateral for a loan from the Plan or as directed through a Qualified Domestic Relations Order (QDRO) as part of a divorce, child support or similar proceeding in which a court orders that all or part of your Account be transferred to another person (such as your ex-Spouse or your children). The Plan has a procedure for processing QDROs, which you can obtain free of charge from the Administrator.

Amendment or Termination of the Plan
Although we intend for the Plan to be permanent, we can amend or terminate it at any time. If we do terminate the Plan, all Participants will have a 100% Vested Interest in their Accounts as of the Plan termination date, and all Accounts will be available for distribution at the same time and in the same manner as would have been permissible had the Plan not been terminated.

Accounts Are Not Insured
Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of ERISA do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or contact the PBGC. Written inquiries to the PBGC should be addressed to: Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026. You can also call them at (202) 326-4000.

Payment of Plan Expenses
The Plan routinely incurs expenses for the services of lawyers, actuaries, accountants, third party administrators, and other advisors. Some of these expenses may be paid directly by us while other expenses may be paid from the assets of the Plan. The expenses that are paid from Plan assets will be shared by all Participants either on a pro-rata basis or an equal dollar basis. If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its value as compared to the total value of all Participants' Accounts. For example, if the Plan pays $1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, $50 would be deducted from your Account ($1,000 x 5%) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

Statement of ERISA Rights

Your Right To Receive Information

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled to (a) examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration; (b) obtain copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description upon written request to the Administrator. The Administrator may make a reasonable charge for the copies; (c) receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report; and (d) obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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

Enforcement of Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. 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.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Administrator. If you have questions about this statement or about your ERISA rights, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or contact them at http://www.dol.gov/ebsa/aboutebsa/org_chart.html or at 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 can call the Employee Benefits Security Administration (the EBSA) at (866) 444-3272; TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA. You may also obtain additional pension-related information at the Department of Labor's website at http://www.dol.gov/ebsa/publications/wyskapr.html where you can review a publication called "*What You Should Know About Your Retirement Plan*."

Other Account Questions?
Call 800-724-7526 to talk to a Participant Services Representative Monday through Friday, 7:00 a.m. – 11:00 p.m. ET.

Glossary

Many definitions are used in this summary and most are defined in the section where they appear, but the following terms have broader application and are used throughout the summary:

Account. Your Account represents the aggregate value of the contributions made to the Plan on your behalf, as well as the net earnings on those contributions. Your Account may include (but is not limited to) the following sub-accounts: a Salary Deferral Contribution Account, a Safe Harbor Matching Contribution Account, a Rollover Account and an After-Tax Contribution Account.

Differential Wage Payments. Differential Wage Payments are payments made to you by the Employer (a) while you are on active military duty for a period of more than 30 days; and (b) which represents all or a portion of the compensation you would have received from the Employer if you were performing services for the Employer.

Disability. Disability is a physical or mental impairment you suffer after you become a Participant in the Plan (and while you are still an employee) which, in the opinion of a physician who is acceptable to the Plan Administrator, totally and permanently prevents you from performing your customary and usual duties for the Employer.

Early Retirement Age. Early Retirement Age is the date you reach age 55 and complete at least 5 Years of Service.

Fringe Benefit Payments. Fringe Benefit Payments, in general, are reimbursements or other expense allowances, cash and noncash fringe benefits, moving expenses, deferred compensation (including payments from the Belk Cash Long-Term Incentive Plan), and welfare benefits.

Key Employee. A Key Employee is an employee who satisfies certain executive, ownership, or compensation requirements as set forth in the Internal Revenue Code.

Leased Employee. A Leased Employee is, generally, a person who is employed by an employee leasing organization but performs services for the Employer on a substantially full time basis for a period of at least one year, and such services are performed under the primary direction or control of the Employer.

Non-Resident Alien Employee. A Non-Resident Alien Employee is an individual who is neither a citizen of the United States of America nor a resident of the United States of America and who does not receive earned income from the Employer which constitutes income from sources within the United States.

Normal Retirement Age. Normal Retirement Age is the date you reach age 65.

Spouse. The term "Spouse" means the person, regardless of gender, to whom you are legally married in any state, U.S. territory or foreign jurisdiction that recognizes such marriages, no matter where you currently live. This includes valid common law marriages. However, a registered domestic partnership, civil union or similar relationship recognized under state law is not considered a "marriage" for purposes of this Plan.

Vested Interest. Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. This percentage, in turn, is the aggregate of your Vested Interest in your various sub-accounts. However, notwithstanding any vesting schedule set forth in other sections of this summary, you will have a 100% Vested Interest in your Account upon reaching Normal or Early Retirement Age, or upon your death or Disability while you are still a Participant but before you terminate employment.