

**BELK STORES SERVICES, INC.
HEALTH & WELFARE PLAN**

SUMMARY PLAN DESCRIPTION

EFFECTIVE JANUARY 1, 2019

Note: Belk consolidated most of its previously separate health and welfare (meaning non-retirement) benefits into a single plan, which is described in this booklet. There are Summary Plan Descriptions (“SPDs”) for each of the benefits governed by the federal law known as ERISA and certain ERISA required information in this booklet supplements those SPDs.

§ 1.

PURPOSE AND EFFECTIVE DATE

1.1 Purpose. The purpose of the Belk Stores Services, Inc. (“Belk”) Health & Welfare Plan (“Plan”) is to provide eligible associates coverage under different component programs and to coordinate administration of these programs as part of a single “wrap” plan. In addition to the component programs, the Plan includes the Dependent Care Flexible Spending Account Program (“Dependent Care Program”), the Health Saving Account Program (“HSA Program”), and an amended Cafeteria Plan, all of which allow pre-tax contributions for certain benefit coverage. This Summary Plan Description (“SPD”) only explains the Plan and its component programs. Because the Dependent Care Program, HSA Program and Cafeteria Plan are not subject to the federal law known as ERISA, they are described in other communication materials.

1.2 Effective Date. The Plan first became effective as of January 1, 2018, and was amended and restated effective as of January 1, 2019, to reflect changes to the component programs.

§ 2.

ELIGIBILITY AND COVERAGE

2.1 Eligibility. You are eligible to participate in the Plan to the extent you are an associate eligible (and scheduled to work the required number of hours per week) under one or more component programs available under the Plan. You must be employed by a participating employer and paid on its regular payroll system established for payment of employees. Unless a component program or applicable law expressly provides otherwise, you are excluded from the Plan if you are classified by a participating employer as an independent contractor (even if you are reclassified as a common law employee by any governmental agency or other person) or an intern or seasonal or temporary associate for payroll purposes, or you are a “leased employee,” nonresident alien without earned income from sources within the United States, or an individual whose terms of employment are governed by a collective bargaining agreement.

2.2 Coverage. If you are eligible to participate in the Plan, you may elect to purchase coverage under any of the component programs under the Plan for which you are eligible. The component program will describe the amount you must contribute for the coverage and whether your contributions are made on a pre-tax or post-tax basis. The component program will also describe the terms and conditions under which the component program provides coverage, including the periods for enrolling in the component program and the circumstances under which benefits are denied. Please refer to the SPD for the component program for details about the terms and conditions of the component program.

2.3 Component Programs. Currently, the Plan has component programs that provide medical, prescription drug, dental, vision, life, disability, accident, critical illness, hospital indemnity, and employee assistance coverage, and each coverage is subject to the federal law known as ERISA.

2.4 Other Programs. The Dependent Care Program, the HSA Program and an amended Cafeteria Plan are part of the Plan but are not covered by ERISA. The ERISA related information in this SPD does not apply to those programs.

2.5 Forfeiture of Benefits. Each component program will describe the circumstances under which you will forfeit benefits under the component program. Also, the Plan Administrator has the authority to limit benefits or coverage under the Plan or take such other action as it deems necessary and reasonable to ensure the Plan satisfies all applicable non-discrimination requirements.

2.6 Special Rules for Group Health Plans. Please refer to the SPDs for the component programs that provide health coverage for information on your rights, if any, to purchase a continuation of coverage under COBRA, the procedures for obtaining a determination on a Qualified Medical Child Support Order (“QMCSO”), the hospital stay benefits available in connection with childbirth, and the specific rules related to cost sharing, benefit limits, coverage for prescription drugs, medical tests, preventive care, mastectomy and reconstruction, as well as in-network and out-of-network benefits.

§ 3.

FUNDING POLICY/FUNDING VEHICLES

Belk has established a funding policy for the component programs offered under the Plan. Benefits under the Plan may be funded through a welfare benefits trust, the employer’s general assets, one or more insurance contracts with insurance carriers or such other funding vehicles established from time to time with respect to the component programs.

§ 4.

MISCELLANEOUS

4.1 Right to Terminate Employment. Belk unconditionally reserves the right to terminate an associate’s employment at any time, and under no circumstances will the Plan modify or in any way affect the terms of an associate’s employment.

4.2 Death or Disability. If the Plan Administrator determines that any eligible associate or beneficiary to whom an amount is payable under the Plan is unable to care for his affairs because of illness or accident, or is a minor or has died, then any payment due him or his estate (unless a prior claim has been made by a duly appointed legal representative) may, if the Plan Administrator elects, be paid to his spouse, child, relative, an institution maintaining or having custody of such person or any other person the Plan Administrator determines to be a proper recipient. Any such payment shall be a complete discharge of liability by Belk and the Plan.

4.3 Associate Authorization. The Plan Administrator may distribute and collect information or conduct transactions by means of writing or electronic media, including electronic mail systems, internet, or voice response systems, except when a specific provision of the Internal Revenue Code, ERISA or other applicable guidance sets forth different rules. By using electronic media, you consent to deductions from your compensation in accordance with the elections you make through the system and to the recording of your telephone call on the voice response system.

4.4 No Claim Against Individuals. No person whatsoever shall look to, or have any claim whatsoever against, any officer, director, employee or agent of Belk in his individual capacity for the payment of any benefits whatsoever under the Plan.

4.5 No Assignment. To the extent permitted by law, the rights and interests of eligible associates (or a beneficiary of an eligible associate) shall not be subject to attachment, garnishment or other legal process by any creditor of such person. No eligible associate (or beneficiary) shall have the right to alienate, pledge or assign of benefits under the Plan and any attempt to do so shall be void. However, the Plan Administrator may pay benefits directly to the provider of services as a convenience for the associate and this shall not constitute an assignment of any benefits or rights under the Plan.

4.6 Amendment and Termination. Belk may amend or terminate the Plan at any time and from time to time, in any manner that Belk deems desirable, including to take effect retroactively as necessary or appropriate and consistent with applicable law, by execution of a written instrument. Belk shall act through its Chief Human Resources Officer (or an officer of Belk who is his delegate).

4.7 Coordination of Benefits, Dual Coverage Rules, and Third Party Recovery/Subrogation. The component programs may contain special rules relating to coordination of benefits, dual coverage rules, and third party recovery/subrogation. These rules will govern under the Plan.

4.8 Plan Document Controls. To the extent there is any conflict between the brief summary of the Plan set forth in the SPD and the Plan document, the Plan document will control.

4.9 Additional ERISA Information. Exhibit A provides additional information about the Plan required by ERISA to be included in the SPD. The SPDs for the component programs will refer to this information as well.

EXHIBIT A

ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION

§ 1.

GENERAL INFORMATION

1.1 General SPD Information. The Plan Administrator for ERISA reporting and disclosure purposes and the Plan Sponsor is:

Belk Stores Services, Inc.
2801 West Tyvola Road
Charlotte, North Carolina 28217
(704) 426-1890

The Plan Administrator supervises administration of the Plan and has the duty and full discretionary power to take all necessary or appropriate steps so that the Plan is administered in accordance with its terms. For routine questions about benefits, eligible associates should check with the Human Resources representative assigned to their area.

In addition to Belk Stores Services, Inc., the following Affiliates currently participate in the Plan:

Belk, Inc.
Belk Gift Card Company LLC
Belk Stores of Virginia LLC
Belk Accounts Receivable LLC
Belk Texas Holdings LLC
Belk Administration Company
Belk Department Stores LP
The Belk Center, Inc.
Belk International, Inc.
Belk Merchandising LLC
Belk-Simpson Company, Greenville, South Carolina
Belk Stores of Mississippi LLC
Belk Ecommerce LLC

The participating Affiliates may change from time to time. A current list of their names and addresses may be obtained upon written request to the Chief Human Resources Officer and is available for examination during the Plan Sponsor's normal business hours.

Service of process relating to the Plan should be addressed to:

Belk Stores Services, Inc.
2801 West Tyvola Road
Charlotte, North Carolina 28217
Attn: General Counsel

For government reporting purposes, the Employer Identification Number (EIN) for Belk Stores Services, Inc. is 56-0616731. In addition, the Plan is identified by the following official plan name and plan number:

Plan Name:	Belk Stores Services, Inc. Health & Welfare Plan
Type of Plan:	ERISA welfare plan – health, life, disability, and accident
Plan Number:	522
Funding Vehicles:	The funding vehicle depends on the component program, as follows: insurance contracts with insurance companies (for vision, dental, life, disability, accident insurance, hospital indemnity and critical illness coverage), and employer general assets (for the medical, prescription drug, and employee assistance coverage). The Plan’s trust (known as a VEBA) terminated as of December 31, 2018.
Plan Year:	Calendar Year
Type of Administration:	Contract administration for self-insured component programs and insurer administration for insured component programs
Claims Review Procedure:	The claims and claims appeals procedures you must follow to obtain benefits under a component program are described in the applicable component program.

1.2 Rights under ERISA. Covered associates and beneficiaries are entitled to certain rights and protections under ERISA, which provides that all such participants shall be entitled to:

RECEIVE INFORMATION ABOUT THIS PLAN AND BENEFITS

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

(b) obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies; and

(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.

CONTINUE GROUP HEALTH PLAN COVERAGE

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for Plan participants, ERISA imposes obligations upon the people who are responsible for the operation of employee benefit plans. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of eligible associates 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 benefits or exercising your rights under ERISA.

ENFORCE RIGHTS

If your claim for a 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 that may be taken to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan Administrator 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 the materials are received, 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 or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds that your claim is frivolous).

ASSISTANCE WITH QUESTIONS

If you have any questions about the Plan, you should contact the Plan Administrator. For questions about this statement or about rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Area office of the Employee Benefits Security Administration, US Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, US Department of Labor, 200 Constitution Avenue NW, Washington, DC 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.