

**Rochester Telephone Company, Inc.**  
**Employees' Retirement Plan**  
**Plan Year Ending 12/31/2019**

**401K Company Match**

The Company's 401K Matching Contribution will apply a percentage to the eligible employee's election amount using the following formula. The employee's elected salary deferral amount per each payroll, up to 6% of an employee's basic compensation<sup>1</sup>, will be multiplied by 35% Company matching contribution per payroll. No employee "catch-up contribution" will receive Company Match, if elected by employee.

**Profit Sharing/Defined Contribution**

Profit Sharing / Defined Contribution percentage based on band scale below, applied to the eligible employee's basic compensation <sup>1</sup> for plan year ending 12/31/2019, deposited per payroll:

New employees hired after 04/01/2011: 4%.

Employees at 04/01/2011 whose combined age plus years of service is under 50: 6%.

Employees at 04/01/2011 whose combined age plus years of service is between 50 and 59: 8%

Employees at 04/01/2011 whose combined age plus years of service is between 60 and 69: 10%

Employees at 04/01/2011 whose combined age plus years of service is 70 or older: 10% or grandfathered.

<sup>1</sup> Basic compensation or wages exclude: any overtime, special pay, fringe benefits, bonuses, commissions, expense reimbursements.



**ROCHESTER TELEPHONE COMPANY INC EMPLOYEES' RETIREMENT READINESS 401(K) PLAN**

**SUMMARY PLAN DESCRIPTION**

January 1, 2015



ROCHESTER TELEPHONE COMPANY INC EMPLOYEES' RETIREMENT READINESS 401(K) PLAN

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION .....	1
ELIGIBILITY FOR PARTICIPATION .....	1
Eligible Employee .....	1
Elective Deferral Contributions .....	1
Matching Contributions .....	1
Profit Sharing Contributions .....	1
Computing Service.....	1
CONTRIBUTIONS TO THE PLAN .....	2
Elective Deferral Contributions .....	2
Automatic Contributions .....	2
Roth Contributions .....	2
In-Plan Roth Rollovers of Amounts Not Otherwise Distributable .....	3
Saver's Credit.....	3
Amount of Matching Contributions .....	3
Profit Sharing Contributions .....	4
Rollovers .....	4
Military Service.....	4
Limits on Contributions .....	4
Compensation.....	4
VESTING .....	5
Elective Deferral Account and Rollover Contribution Account .....	5
Matching Contribution Account and Profit Sharing Contribution Account.....	5
Special Vesting Rules .....	5
Forfeitures.....	5
Year of Vesting Service .....	6
DISTRIBUTIONS .....	6
Commencement of Distributions .....	6
Normal Retirement Age .....	6
Early Retirement Age.....	6
Timing and Form of Payment.....	6
Cash Out.....	7
Beneficiary .....	7
IN-SERVICE DISTRIBUTIONS AND LOANS .....	7
In-service Distributions upon Normal Retirement Age .....	7
In-service Distributions upon Early Retirement Age .....	7
Hardship Withdrawals .....	7
Attainment of Age 59-1/2 .....	8
After a Period Certain .....	8
Withdrawals at Any Time .....	8
Reservist Distributions .....	9
Disability Distributions .....	9
In Plan Roth Rollovers .....	9
Rules Regarding In-service Distributions .....	9
Loans .....	9
INVESTMENTS .....	10
Participant Self Direction.....	10
Qualifying Employer Securities .....	10
Voting Rights.....	10
Valuation Dates.....	10
SPECIAL TOP HEAVY RULES .....	10

Minimum Allocations .....	10
<b>CLAIM PROCEDURES</b> .....	<b>11</b>
Statute of Limitations .....	11
<b>YOUR RIGHTS UNDER ERISA</b> .....	<b>11</b>
<b>MISCELLANEOUS</b> .....	<b>12</b>
Domestic Relations Orders .....	12
Disability .....	13
Loss of Benefit .....	13
Amendment and Termination .....	13
Insurance .....	13
Administrator Discretion .....	13
<b>ADMINISTRATIVE INFORMATION</b> .....	<b>13</b>

**INTRODUCTION**

Rochester Telephone Company Inc (the "Employer") established the Rochester Telephone Company Inc Employees' Retirement Readiness 401(k) Plan (the "Plan") effective January 1, 1986. This Summary Plan Description describes the Plan as restated effective January 1, 2015.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The following special effective dates apply to some features of the Plan: Roth Elective Deferrals permitted April 1, 2011.

**ELIGIBILITY FOR PARTICIPATION****Eligible Employee**

You are an "Eligible Employee" if you are employed by Rochester Telephone Company Inc or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are a member of any of the following classes of employees:

For purposes of Elective Deferral Contributions, Matching Contributions and Profit Sharing Contributions, any Employee who is a non-resident alien who received no earned income which constitutes income from services performed within the United States.

The term "Eligible Employee" will not include College-Interns and Summer Help for all Plan purposes.

**Elective Deferral Contributions**

You will become a Participant eligible to make Elective Deferral Contributions on the date you first perform an Hour of Service as an Eligible Employee.

**Matching Contributions**

You will become a Participant eligible to begin receiving Matching Contributions on the first day of the calendar month coincident with or next following the date you complete 1 month(s) of service, provided that you are an Eligible Employee at the end of that period.

**Profit Sharing Contributions**

You will become a Participant eligible to begin receiving Profit Sharing Contributions on the a) first day of the first month of the Plan Year or b) first day of the seventh month of the Plan Year coincident with or next following the date you complete one (1) Year of Eligibility Service, provided that you are an Eligible Employee on that date.

**Computing Service**

With respect to eligibility to receive Profit Sharing Contributions, Year of Eligibility Service means an Eligibility Computation Period during which you complete at least 1,000 hours of service.

Eligibility Computation Period means a 12 consecutive month period beginning with your first day of employment. Any succeeding Eligibility Computation Period will then switch to the Plan Year, beginning with the Plan Year that includes

your first anniversary of employment. You will generally earn an hour of service for each hour you are paid for the performance of duties for the Employer (however, numerous exceptions and special rules apply).

With respect to eligibility to, "Year of Eligibility Service" means a twelve month period of time beginning on your employment commencement date and ending on the date on which eligibility service is being determined. In order to determine the number of whole Years of Eligibility Service, nonsuccessive periods of service and less than whole year periods of service will be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service. You will also receive credit for any period of severance of less than 12 consecutive months. If less than one year of eligibility service is required, such service will be determined by substituting such period for "twelve month" and "Year" where they appear in this paragraph.

All eligibility service with the Employer is taken into account except the following:

If you do not have any nonforfeitable right to the Account balance derived from Employer contributions, service before a period of five (5) consecutive One-Year Breaks in Service will not be taken into account in computing eligibility service (this is referred to as the "rule of parity").

A "One-Year Break in Service" means an eligibility computation period during which you are credited with 500 or fewer hours of service. If the Plan uses the elapsed time method, a "One-Year Break in Service" means a Period of Severance of at least 12 consecutive months (special rules exist for absence from work for maternity or paternity reasons).

## **CONTRIBUTIONS TO THE PLAN**

### Elective Deferral Contributions

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferral Contributions. You may elect to defer up to 100% of your Compensation on a pre-tax basis. A Participant may make a special one-time election on any Bonus Pay received during the Plan year. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferral Contributions during any calendar year (\$18,000 in 2015). However, if you are age 50 or over, you may defer an additional amount, called a "Catch-up Contribution", up to \$6,000 (in 2015). The Internal Revenue Code may further restrict Elective Deferral elections by "highly compensated" Participants.

You may elect to start, increase, reduce or totally suspend your elections to contribute to the Plan effective as of each pay period.

The Plan Administrator may establish rules regarding the manner in which your elections are made. The rules may also require that certain advance notice be given of any election. Your election regarding Elective Deferral Contributions is only effective for Compensation you will receive in the future. The Plan Administrator may also reduce or totally suspend your election if the Plan Administrator determines that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

### Automatic Contributions

If after receiving a notice from the Plan Administrator, you do not make an Elective Deferral election you will be deemed to have made an Elective Deferral election in the amount of 3% (three percent) of your Compensation.

NOTE: The automatic elections specified above will not apply if you already had an Elective Deferral election in effect on the effective date of the automatic enrollment feature.

The automatic elections specified above will be designated as pre-tax Elective Deferral Contributions.

### Roth Contributions



The Plan allows Elective Deferral Contributions to be made as Roth Contributions. Roth Contributions are Elective Deferral Contributions that are made in the same manner as your pre-tax Elective Deferral Contributions except that Roth Contributions are made to the Plan on an after-tax basis. If certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed.

You must designate how much you would like to contribute on a pre-tax basis (normal Elective Deferral contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your Elective Deferral elections as normal pre-tax contributions.

The sum of your Roth Contributions and regular Elective Deferral Contributions may not exceed the annual limit on regular Elective Deferral Contributions mentioned above.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

#### In-Plan Roth Rollovers of Amounts Not Otherwise Distributable

If you have money in a non-Roth account you may transfer the account balance to a Roth (after-tax) account under this plan. Please note that the following conditions apply: The balance in the non-Roth accounts must be 100% vested.

If you transfer the payment to a designated Roth account in this plan, the amount of the payment transferred (reduced by any after-tax amounts directly rolled over) will be taxed. However, the 10% additional tax on early distributions will not apply (unless you take the amount transferred out of the designated Roth account within the 5-year period that begins on January 1 of the year of the rollover). Any amount you transfer will retain the restrictions on distributions the account had before the transfer.

#### Saver's Credit

If your adjusted gross income is below certain levels, you may be eligible for a nonrefundable income tax credit of up to \$1,000 (the "Saver's Credit"). The Saver's Credit is equal to a specified percentage of your contributions to certain employer-sponsored plans and to certain IRAs. You are eligible for the credit only if you are age 18 or over, are not a full-time student, and are not claimed as a dependent on another person's tax return. The Saver's Credit is subject to other restrictions. Please consult your tax advisor for more information.

#### Amount of Matching Contributions

The Employer may make a Matching Contribution on your behalf if you make a "Matched Employee Contribution" during the Plan Year. A "Matched Employee Contribution" is any Elective Deferral Contribution that you may make.

If you make a "Matched Employee Contribution" the Employer may contribute to your Matching Contribution Account in an amount and allocation formula as determined by the Employer.

Any Matching Contributions made on Elective Deferral Contributions that are subsequently classified as a catch-up contribution will be forfeited to the extent allocated.

The Internal Revenue Code may also further restrict matching contributions for highly compensated employees.

#### Profit Sharing Contributions

The Employer may, in its sole discretion, make a Profit Sharing Contribution to the Plan on your behalf if you have completed at least 1 hour of service during the Plan Year or are employed by the Employer on the last day of the Plan Year. Please note that if you are an Eligible Employee and terminate employment with the Employer due to death, Disability or attainment of Normal Retirement Age you will be eligible to receive a Profit Sharing Contribution regardless of whether you meet any service requirement and/or last day requirement described in this Section.

Profit Sharing Contributions will be allocated to the Profit Sharing Contribution Accounts of each Participant eligible to share in such allocations as soon as administratively feasible after the end of each pay period. Any service requirements will be applied pro rata and any last day rule will be applied as of the end of each period selected in the preceding sentence. Such Contributions will be allocated in an amount designated by the Employer to be allocated to similarly situated eligible Participants.

In addition, the Employer may, in its sole discretion, make additional Profit Sharing Contributions to the Plan in an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement.

#### Rollovers

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such Employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account. In general, any eligible rollover distribution will be accepted by the plan, however, the Plan Administrator may establish procedures that regulate the method by which Rollovers will be accepted.

#### Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, your survivors may be eligible to receive benefits or service credit if you die while performing qualified military service.

#### Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount (\$53,000 in 2015). In addition, contributions cannot exceed 100% of your total compensation.

#### Compensation

"Compensation" means wages that are subject to withholding under the federal income tax withholding rules. For any self-employed individual, Compensation will mean earned income. Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for your employer. Compensation will include any amounts not available to you in cash in lieu of group health coverage because you are unable to certify that you have other health coverage. For purposes of Elective Deferral Contributions, Matching Contributions and Profit Sharing Contributions, Compensation will also include any amount you elect to defer on a tax-preferred basis to any Employer benefit plan. For purposes of Matching Contributions and Profit Sharing Contributions, Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan. For purposes of Elective Deferral Contributions, Matching Contributions and Profit Sharing Contributions, Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses,

deferred compensation, and welfare benefits. Compensation will also exclude Overtime, Bonuses, Premium Pay and Commissions for Profit Sharing Contribution calculation purposes.

No more than \$265,000 (in 2015) of Compensation may be taken into account in determining your benefits under the Plan.

For purposes of Elective Deferral Contributions, Matching Contributions and Profit Sharing Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

**VESTING**

Elective Deferral Account and Rollover Contribution Account

You will have a fully vested and nonforfeitable interest in your Elective Deferral Account and Rollover Contribution Account.

Matching Contribution Account and Profit Sharing Contribution Account

Your interest in your Matching Contribution Account and Profit Sharing Contribution Account will vest based on your Years of Vesting Service (defined below) in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than One Year	0%
One Year but less than Two Years	0%
Two Years but less than Three Years	60%
Three Years but less than Four Years	85%
Four Years but less than Five Years	100%
Five Years but less than Six Years	100%
Six or More Years	100%

Special Vesting Rules

You will become fully (100%) vested upon your attainment of Normal Retirement Age while an Employee, your death while an Employee, suffering a Disability while an Employee or your attainment of Early Retirement Age while an Employee.

Forfeitures

**If You Receive a Distribution.** If you receive a distribution of the entire vested portion of your Account, you will forfeit the nonvested portion of such Account. If the value of your vested Account balance is zero, you will be deemed to have received a distribution of your Account.

**If You Do Not Receive a Distribution.** If you terminate employment and do not receive a complete distribution of the vested portion of your Account, you will forfeit the nonvested portion of your Account after the date you incur five consecutive One-Year Breaks in Service.

**Reemployment.** If you receive or are treated as receiving a distribution and you resume employment, the amounts you have forfeited (if any) will be restored if you repay the full amount of the previous distribution before the earlier of 5 years after the first date on which you are subsequently reemployed, or the date you incur 5 consecutive One-Year Breaks in Service following the date of the distribution.

Year of Vesting Service

"Year of Vesting Service" means a vesting computation period during which you complete 1,000 hours of service.

The following service will be disregarded in determining Years of Vesting Service:

If you have five consecutive One-Year Breaks in Service, all periods of service after such One-Year Breaks in Service will be disregarded for the purpose of vesting your Account balance that accrued before such Breaks in Service. However, both the service before and after such Breaks in Service will count for purposes of vesting your Account balance that accrues after such One-Year Breaks in Service.

If you are zero percent vested, Years of Vesting Service before a period of five (5) consecutive One-Year Breaks in Service will not be taken into account in computing vesting service.

A "One-Year Break in Service" means a vesting computation period during which you are credited with 500 or fewer hours of service. The vesting computation period is the Plan Year.

## DISTRIBUTIONS

Commencement of Distributions

**Early Retirement.** You are entitled to receive a distribution from your All Accounts at any time after reaching your Early Retirement Age even if you have not terminated employment.

**Termination of Employment.** You are entitled to receive a distribution from your Account after you terminate employment. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

**Late Retirement.** If you continue working for the Employer after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. You may elect to have the Plan Administrator begin the distribution of your benefit at any time after reaching your Normal Retirement Age (even if you are still working) by providing the Plan Administrator with a written election that you want your benefits to begin.

**Death.** If you die, your Beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Normal Retirement Age

"Normal Retirement Age" means the date you reach age 65.

Early Retirement Age

"Early Retirement Age" means the later of: (i) the date you reach age 60, and (ii) the fifteenth anniversary of your participation in the Plan.

Timing and Form of Payment

**Distribution for Reasons Other Than Death.** If you become entitled to receive your benefit for any reason other than death, payment of your vested Account may start as soon as administratively feasible with a final payment made consisting of any allocations occurring after your termination of employment. Your account is payable, in cash, under a continuous right of withdrawal where you may withdraw such amounts at such times as you choose. If you do not choose a form of payment, the payment will be made in the form of a lump sum distribution.

**Distribution on Account of Death.** If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, the remaining balance must be distributed by December 31 of the calendar year containing the fifth anniversary of your death.

#### Cash Out

After termination from the Plan, if the vested amount of your Account (excluding rollovers) does not exceed \$5,000, your vested Account will be distributed from the Plan. You may either elect to receive this distribution in cash or to roll over the distribution to an IRA or the qualified plan of your new employer (but only if your new employer's plan allows such rollovers). However, if the vested amount of your Account exceeds \$1,000 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner) but does not exceed \$5,000 and you do not timely return your election forms, the Plan Administrator must transfer your vested Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. The mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. All fees and expenses will be deducted from the IRA. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the plan administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this Summary Plan Description.

If the vested amount of your Account exceeds \$5,000, you must consent to any distribution of your Account. However, the Plan Administrator may distribute your vested Account in a lump sum without consent after the later of your Normal Retirement Age or age 62.

#### Beneficiary

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole primary beneficiary unless he or she consents to the designation of another beneficiary. You may change your Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable to your spouse, or if there is no spouse, to your children in equal shares, or if there are no children to your estate.

A beneficiary designation to a spouse shall be automatically revoked in the following circumstances: Legal Divorce .

### **IN-SERVICE DISTRIBUTIONS AND LOANS**

#### In-service Distributions upon Normal Retirement Age

In-service distributions may be made upon attainment of Normal Retirement Age. These distributions can be made from the following Accounts: All Accounts.

#### In-service Distributions upon Early Retirement Age

In-service distributions may be made upon attainment of Early Retirement Age. These distributions can be made from the following Accounts: All Accounts.

#### Hardship Withdrawals

**General Rule.** You may receive a distribution on account of hardship from the following Accounts but only if you are fully vested in such Account.

Elective Deferral Account, except certain earnings of your Elective Deferral Account may not be eligible for hardship withdrawal. Note, however, that your Roth Contributions may NOT be withdrawn on account of financial hardship.

**Matching Contribution Account.**

**Immediate and Heavy Financial Need.** You may receive a hardship distribution only if the Plan Administrator finds that you have an immediate and heavy financial need where you lack other available resources. The following are the only financial needs considered immediate and heavy:

- (1) Expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- (2) The purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children or dependents;
- (4) The need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- (5) Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents; or
- (6) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

**Amount Necessary to Satisfy Need.** A distribution will be considered as necessary to satisfy your immediate and heavy financial need only if:

- (1) You have obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer;
- (2) Your Elective Deferral Contributions and Voluntary Contributions, if applicable will be suspended for six months after the receipt of the hardship distribution; and
- (3) The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

**Attainment of Age 59-1/2**

You may receive a distribution after you reach age 59-1/2 from all of your Accounts that are fully vested. Your Roth Contributions may be withdrawn on account of attainment of age 59-1/2 in the same manner as your regular Elective Deferral Contributions - but only if the withdrawal qualifies as a "qualified distribution".

**After a Period Certain**

If you have been a Participant in the Plan for at least 5 Plan Years you are entitled to receive a distribution of your Matching Contribution Account and Profit Sharing Account regardless of the length of time the funds have accumulated, provided you are fully vested in such Account(s).

**Withdrawals at Any Time**

You may receive a distribution from your Rollover Contribution Account at any time.

Reservist Distributions

If you are a military reservist called to active duty for a period in excess of 179 days or for an indefinite period, you may receive a distribution from the plan while still employed from amounts attributable to Elective Deferral elections and catch-up contributions. You must take the distribution during the period beginning on the date of your call-up and ending at the close of the active duty period. In addition, you must have been called to active duty after September 11, 2001.

Disability Distributions

If you become disabled (defined below) while still employed, you may receive a distribution from your Accounts.

In Plan Roth Rollovers

If you have money in a fully vested non-Roth account that is eligible for a distribution from the Plan you may roll over the account balance to a Roth (after-tax) account under this plan. If you roll over the payment to a designated Roth account in this plan, the amount of the payment rolled over (reduced by any after-tax amounts directly rolled over) will be taxed. However, the 10% additional tax on early distributions will not apply (unless you take the amount rolled over out of the designated Roth account within the 5-year period that begins on January 1 of the year of the rollover). Any amount you rollover can be distributed under the rules applicable to the Account immediately prior to the rollover.

Rules Regarding In-service Distributions

In-service withdrawals from the Matching or the Profit Sharing source after a specified number of years of participation are only allowed for In-Plan Roth Conversions.

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the Valuation Date as of which such withdrawal is made. Such distributions will be paid in cash. Only Employees are eligible to receive in-service distributions.

Loans

If you are an active Employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan. You may not receive a loan if the sum of your new loan and the outstanding balance of all of your other loans would exceed the lesser of:

- (1) \$50,000 minus the difference between the highest outstanding balance of loans in the past 12 months and the outstanding balance of loans from the Plan on the date the loan is made, or
- (2) one-half the present value of your vested account balance.

Loans must be repaid over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as your principal residence. The maximum loan term for a principal residence loan is 360 months.

Loans may only be made from the following Accounts and/or Investments: Elective Deferrals, Matching, Profit Sharing, Rollover and Transfer Accounts.

The Plan Administrator will determine whether you may receive a loan from your Roth Contribution Account. If the Plan Administrator allows loans from your Roth Contribution Account, the Plan Administrator may specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Contribution Account or in any combination of your Roth Contribution Account and any other Account.

You must repay a loan in accordance with the repayment schedule or you may make a full or partial prepayment. You may not refinance your loan. The loan will become payable in full on your termination of employment. The maximum

number of loans outstanding at any one time is 1. The minimum loan amount is \$1,000.00 . Payments will be made through payroll deduction from each regular paycheck.

Loan fees may be charged against the Account of the Participant to whom the loan is granted and the Plan Administrator may adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

## **INVESTMENTS**

### Participant Self Direction

In General. The Plan Administrator may permit you to direct the investment of your Accounts. The Plan Administrator may establish uniform guidelines and procedures relating to Participant self direction. You may direct the investment of all of your Accounts.

Investment Elections. You may direct the percentage of your Accounts to be invested in one or more of the available Investment Funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. After your death, your Beneficiary may make investment elections as if the Beneficiary were the Participant. However, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

Investment Decisions. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

### Qualifying Employer Securities

The Trustee may not invest the assets of the Trust Fund in "qualifying employer securities" or "qualifying employer real property".

### Voting Rights

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

### Valuation Dates

Accounts are valued each business day. The Plan Administrator may in its sole discretion declare a special Valuation Date for that portion of the Plan that is not daily-valued in extraordinary situations to protect the interests of Participants in the Plan or the Participant receiving the distribution. Such extraordinary circumstances include a significant change in economic conditions or market value of the Trust Fund.

## **SPECIAL TOP HEAVY RULES**

### Minimum Allocations

If the Plan is Top Heavy, the Employer will generally allocate a minimum of 5% of your Compensation to the Plan if you are a Participant who is (i) employed by the Employer on the last day of the Plan Year and (ii) not a key employee.

Note that if you are covered by a collective bargaining agreement you will not share in Top-Heavy minimum allocations provided retirement benefits were the subject of good faith bargaining.

The minimum benefits paid under this section will vest in the same manner as any Profit Sharing Contributions.



## CLAIM PROCEDURES

**Application for Benefits.** You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

**Timing of Notice of Denied Claim.** The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

**Content of Notice of Denied Claim.** If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

**Appeals of Denied Claim.** If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

**Denial of Appeal.** If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

**Determinations of Disability.** If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

### Statute of Limitations

The Plan has a contractual statute of limitations as follows: 3 Years.

## YOUR RIGHTS UNDER ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

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.

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 updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

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.

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

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 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 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.

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 office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **MISCELLANEOUS**

### Domestic Relations Orders

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

#### Disability

Under this Plan, you are disabled if you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment must be supported by medical evidence.

#### Loss of Benefit

Except as provided below, your account is not subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors and your benefits are free from attachment, garnishment, trustee's process, or any other legal or equitable process. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

However, you may lose all or part of your balance:

Under the terms of a qualified domestic relations order.

To comply with any federal tax levy.

To comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

If we cannot locate you when your benefit becomes payable to you.

#### Amendment and Termination

The Employer may amend, terminate or merge the Plan at any time. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in the amount credited to your account. If the Plan is terminated, all amounts credited to your accounts will become 100% vested.

#### Insurance

Your account is not insured by the PBGC because the Plan is not a defined benefit pension plan.

#### Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

### ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Rochester Telephone Company Inc.

Address: 117 West Eighth Street, P.O. Box 507, Rochester, Indiana 46975-1509

Telephone number: 574-223-2191

Employer Identification Number: 35-0619275

2. The Plan is a 401(k) profit-sharing plan which has been designated by the sponsor as its plan number 003.
3. The Plan's designated agent for service of legal process is the President of the corporation named in item 1. Any legal papers should be delivered to such person at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.
4. The Plan's assets are held in a trust created under the terms of the Plan. The Trustees are Richard E. Belcher, Ronald A. Smith and Joseph P. McCarter. Their principal place of business is the address listed in item 1.
5. The Employer's fiscal year and the Plan Year end on December 31.
6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the plan upon written request to the Plan Administrator (this list is also available for examination by participants and beneficiaries); you may also receive from the Plan Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a plan sponsor, the sponsor's address.

**Fees Addendum**

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include the following:

The Plan may charge all Participants for the expenses of receiving a distribution following termination of employment (if applicable to the Participant) in the following manner: \$75.00, plus any fees assessed by the Investment Provider .

The Plan may charge active Participants only for the expenses of determining required minimum distributions (if applicable to the Participant) in the following manner: \$75.00, plus any fees assessed by the Investment Provider .

The Plan may charge active Participants only for the expenses of receiving a hardship withdrawal (if applicable to the Participant) in the following manner: \$75.00, plus any fees assessed by the Investment Provider .

The Plan may charge all Participants for the expenses of receiving an in-service withdrawal other than hardship (if applicable to the Participant) in the following manner: \$75.00, plus any fees assessed by the Investment Provider .

The Plan may charge all Participants for the expenses of processing a domestic relations order (if applicable to the Participant) in the following manner: \$175.00, plus any fees assessed by the Investment Provider .

The Plan may charge all Participants for the expenses of operating the Plan in the following manner: Investment Company expenses, costs related to transaction processing by the Investment Company, and/or Plan Administration servicing fees on a pro-rata or per-capita basis, as elected by the Plan Administrator from all participants with an account balance .

If you obtain a loan, the Plan may charge an initial loan processing fee of \$175.00, plus any fees assessed by the Investment Provider .

Fees listed above are subject to change. Please check with the Plan Administrator to be sure you have a current fee listing.

