Triad Defined Benefit Pension Plan

Summary Plan Description

This Summary Plan Description (SPD) is intended to provide a summary of the principal features of the Triad Defined Benefit Pension Plan ("Plan") and is not meant to interpret, extend or change the Plan in any way.

This SPD will continue to be updated. Please check back on a regular basis for the most recent version.

Nothing in the Plan and/or this SPD shall be construed as giving any member the right to be retained in service with Triad or any affiliated company, or as a guarantee of any rights or benefits under the Plan. Triad, in its sole discretion, reserves the right to amend the SPD or Plan, or to terminate the Plan, at any time.

The Plan is governed by a Federal law (known as ERISA), which provides rights and protections to Plan participants and beneficiaries. You may submit a written request to the Plan Administrator requesting a copy of the Plan document. The Plan document may provide additional details regarding the benefits and operation of the Plan. If there is a conflict between the terms of the SPD and the terms of the Plan document, the Plan document will govern.

For questions or to receive a paper copy of this SPD please contact the Los Alamos National Laboratory (LANL) Benefits Office at (877) 667-1806 or (505) 667-1806 or e-mail benefits@lanl.gov. SPDs are also available electronically at LANL Benefits Website for Employees http://int.lanl.gov/employees/benefits/spd.shtml or LANL Benefits Website for Retirees: http://www.lanl.gov/careers/employees-retirees/retirees/_assets/docs/tcp1-pension-spd.pdf.

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This Summary Plan Description

This Summary Plan Description (SPD) summarizes the Triad Defined Benefit Pension Plan ("Plan") (formerly known as the LANS Defined Benefit Pension Plan ("LANS Plan")) and has been written, to the extent possible, in non-technical language to help you understand the basic terms and conditions of the Plan. If there is a conflict between the terms of this summary and the official Plan document, the terms of the Plan document will govern.

Effective June 1, 2006, Los Alamos National Security, LLC ("LANS") took over responsibility for management and operation of the Los Alamos National Laboratory from the University of California ("UC"). As part of this transition, certain former employees ("UC Participants") of UC made a Choice Election to participate in the LANS Plan. As a result of these Choice Elections, certain assets and liabilities related to the UC Participants' benefits under the University of California Retirement Plan ("UCRP") (with the exception of "CAP" Accounts under the UCRP) were transferred to and are administered under the terms of the LANS Plan. Upon and to the extent of such transfer, benefits attributable to service credited under the UCRP prior to June 1, 2006 (with the exception of CAP Accounts) shall be due and payable from the LANS Plan. A benefit shall not be payable from the LANS Plan to the extent that a benefit (other than a CAP Account) is payable from the UCRP or a successor plan with respect to the same period of service. Effective November 1, 2018, the LANS Plan is known as the "Triad Defined Benefit Pension Plan."

Effective November 1, 2018, Triad National Security, LLC ("Triad") will take over responsibility for management and operation of the Los Alamos National Laboratory from LANS. As part of this transaction, Triad will become the successor Employer of LANS employees related to the Los Alamos National Laboratory and Triad will assume the sponsorship the Plan.

The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Internal Revenue Code of 1986, as amended ("the Code").

Participation in the Plan and/or receipt of this SPD is not a guarantee of employment or of any rights or benefits under the Plan.

The provisions in this SPD describe the Plan as of November 1, 2018 including Plan amendments adopted or approved through that date. This SPD is updated effective November 1, 2018 to reflect the change in the Employer and Plan Sponsor from LANS to Triad. Any subsequent amendments to the Plan that affect the information in this SPD supersede the provisions in the SPD. You may check the website at *http://int.lanl.gov/employees/benefits/spd.shtml*.

Eligibility and Participation

Eligibility

You are eligible to participate in the Plan if:

- on May 31, 2006, you were employed by, or on an approved leave of absence from employment with, the University of California ("UC"), and were an active participant in the University of California Retirement Plan ("UCRP") or in an employment classification eligible to become an active participant in the UCRP, and
- you have not retired from or elected inactive vested status in the UCRP, and
- you accepted employment with Los Alamos National Security, LLC ("LANS") on June 1, 2006 (or you accepted employment on a later date but only if you were on an approved leave of absence from employment with the University of California on June 1, 2006), and
- prior to accepting employment with LANS, you elected Total Compensation Package 1 (TCP1).

In addition, certain individuals who transitioned from employment with the University of California to employment with LANS as of June 1, 2006 who were identified by LANS and the National Nuclear Security Agency ("NNSA") as "key personnel" in the contract between LANS and NNSA are eligible to participate.

Who May Not Participate

You are *not* eligible to participate in the Plan if ANY of the following applies to you:

- you began employment with either LANS after June 1, 2006 through October 31, 2018 (unless the delay in your date of hire was due to an approved leave of absence from employment with UC), or Triad on or after November 1, 2018, or
- you were not a participant in the UCRP or in an employment classification eligible to become a participant in the UCRP prior to June 1, 2006, or
- prior to accepting employment with LANS, you elected to be employed by LANS under the terms of Total Compensation Package 2 (TCP2) and did *not* elect TCP1, or
- you were not hired in a category of employees eligible to participate in the Plan (for example, you are employed under the terms of an employment agreement with LANS that requires you to work not more than 832 hours over a consecutive 12-month period), or
- you are not classified by LANS, in its sole discretion (even if the classification is subsequently determined to be erroneous or is retroactively revised) as a common law employee of LANS for purposes of federal tax withholding (e.g., you are an independent contractor), or
- you are reemployed after a termination of employment, and are not subject to one of the exceptions stated on page 6, or
- you are a "leased employee," as defined in federal law.

Member Contributions

Beginning in April 2010, Plan members are required to contribute a portion of their Plan compensation to the Plan on an after-tax basis. The current rate of contribution is the sum of: 6% of a member's Plan compensation up to the Social Security Taxable Wage Base as of the first day of the Plan Year, plus 8% of a member's Plan compensation above the Social Security Wage Base, with such sum reduced by $8.77 each pay period. The Social Security Wage Base for 2018 is $128,400.

The initial rate of contribution was the sum of: 2% of a member's Plan compensation up to the Social Security Wage Base as of the first day of the Plan Year ($106,800 for 2010 and 2011 $110,100 for 2012), plus 4% of a member's Plan compensation above the Social Security Wage Base, with such sum reduced by $8.77 each pay period. In April 2011, the 2% and 4% contribution rates were increased to 4% and 6% respectively. An additional increase in the contribution rates took place in April 2012 to 6% and 8% respectively. The portion of your basic retirement income that is attributable to your member contributions is fully vested at all times.

The portion of your basic retirement income that is attributable to member contributions is a single life annuity that is actuarially equivalent at your retirement date to your member contributions accumulated with interest at 120 percent of the Federal mid-term interest rate, compounded annually from the end of the plan year in which the contributions were made to your retirement date.

If you made member contributions to the UCRP while you were an active participant in the UCRP prior to June 1, 2006, interest on your member contributions to the UCRP is credited at 120 percent of the Federal mid-term interest rate on the balance of those contributions as of May 31, 2006 as reported by UC to the Plan Administrator, compounded annually from June 1, 2006 to your retirement date.

Service

How long you work for UC and the Employer is important in determining the amount of your Plan benefit. There are two types of Plan service, "vesting service" and "credited service".

Vesting Service

Vesting service is the service used to determine when the benefit you have earned under the Plan is not at risk of being forfeited due to terminating employment, and is the total elapsed time in years and complete months that you worked for LANS between June 1, 2006 through October 31, 2018, and for Triad on or after November 1, 2018, plus vesting service credit you earned in the University of California Retirement Plan (UCRP) before June 1, 2006 provided that you are eligible to participate in the Plan. Generally, a period of service begins on your date of hire and ends on your "severance from service date" (as defined in the Plan). Your severance from service date is the earlier of the date on which you quit, retire, are discharged or die or the first anniversary of your absence from work for any other reason (e.g., approved, unpaid leave of absence). See below for a description of Plan provisions that permit you to earn vesting service while you are on certain types of leaves as well as break in service provisions, which could cause you to forfeit your vesting service if you are not already vested. If you quit, retire, or you are discharged and you return to work before the first anniversary of your absence from work, additional favorable service crediting rules may apply.

Credited Service

Credited service is the service used in calculating the amount of your Plan benefit. Credited service is the total amount of time you work for the Employer in covered employment, plus benefit service credit in the University of California Retirement Plan (UCRP) before June 1, 2006, if you were employed or on an approved leave from employment with UC on May 31, 2006. You earn a year of credited service for each plan year (January 1 – December 31) in which you earn 2,080 or more hours of service while an active member in the Plan. Except as provided in the section below entitled “Sick Leave” (see below) you can earn no more than one year of credited service in each plan year, (and no more than 1.5 years of service for the period beginning July 1, 2005 and ending December 31, 2006). Part-time or variable-time work results in a proportionate amount of credited service. A fraction of a year of credited service will be earned in any year in which you work less than 2,080 hours while an active member. For example, if you work 1,040 hours in a year while you are an active member, you receive one-half year of credited service. An hour of service is an hour for which an employee is paid or entitled to payment for services rendered. Consequently, unless specifically provided below or required by law, you will not earn credited service while you are on an unpaid leave of absence.

Sick Leave

If you retire within 120 days of the date you terminate your employment with the Employer, any accumulated unused sick leave can be converted to credited service. Each hour of unused sick leave converts to one hour of credited service. As a result, you may earn more than a year of credited service in the year in which you terminate. Because credited service is part of the benefit formula, this additional credited service may increase your retirement income. However, unused sick leave is not included in determining whether you are vested in the Plan or if you are eligible for a Plan benefit when you terminate employment.

Disability Status

If you become an inactive member because you are disabled, you continue to earn credited service until the earliest of:

- the date you cease to be a disabled member,
- the date you begin to receive your monthly benefit, or
- your normal retirement date.

You earn such service at the same rate you were scheduled to work on the last day prior to your leave. You are not required to make or make up member contributions during a period of disability in order to be credited with service during the disability period.

Military Leave

If you take a leave of absence that qualifies as a leave under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (“USERRA”), you receive vesting and credited service for the time spent in uniformed service and for a period following uniformed service, provided you return to work within the time periods required by USERRA. A guide to your rights under USERRA is available on the Department of Labor website.

You earn credited service for military leave at the same rate you were scheduled to work on the last day prior to your leave.

During any period that member contributions are required under the Plan, you will be required to make up member contributions for a period of USERRA or governmental service approved leave in order to receive credited service for the period that occurs while member contributions are required. Missed member contributions will be repaid in accordance with Plan Administrator procedures and must be repaid not later than the end of the period that begins on the date you return to employment with the Employer and ends on the date that is three (3) times the length of your leave, but not later than five years from the date you return to employment. You can only make up missed member contributions while you are employee of the Employer. If you make up less than the full amount, your credited service will be prorated.

Governmental Service Approved Leave

If you take a leave of absence that the Employer approves as governmental service necessary for national security for a period of not more than three years (as described in the Employer’s leave policies), you receive vesting and credited service for the period of your leave, provided you return to work within 90 days after the end of the leave. This also includes a governmental service approved leave that was taken by a member while they were a participant in the UCRP prior to June 1, 2006. Governmental service approved leave is defined as Technology Transfer Program leaves and US government service leaves, such as International Atomic Energy Agency (“IAEA”) leaves.

You earn credited service for governmental service approved leave at the same rate you were scheduled to work on the last day prior to your leave.

During any period that member contributions are required under the Plan, you will be required to make up member contributions (plus interest) for a period of governmental service approved leave in order to receive credited service for the period that occurs while member contributions are required. Missed contributions will be repaid in accordance with Plan Administrator procedures and must be repaid not later than the end of the period that begins on the date you return to employment with the Employer and ends on the date that is three (3) times the length of your leave, but not later than five years from the date you return to employment. You can only make up missed contributions while you are an employee of the Employer. If you make up less than the full amount, your credited service will be prorated.

Leave Without Pay

Except as provided above, or otherwise as required by law, you do not earn vesting service during the portion of an unpaid leave of absence that exceeds one year. No credited service is earned during a leave without pay other than a governmental service approved leave or a military leave.

Break in Service

You will incur a break in service for vesting service purposes if you have a one year "period of severance" (as defined in the Plan), which is a one year period following your termination of employment during which you are not credited with an hour of service. Please note, however, that the first one year "period of severance" will be ignored if the absence is due to pregnancy, birth or adoption of a child or caring for a child immediately after birth or adoption.

- **If you were not vested** before you incurred a break in service and you incur five or more consecutive years of breaks in service, you will lose all your vesting service and credited service prior to your break and you will no longer be able to participate in the Plan. If you return to work with the Employer before you incur five consecutive years of breaks in service, you can earn additional vesting service by returning to work in which case you will earn additional vesting service from your rehire date.
- **If you were vested** before you incurred a break in service, you will retain your vesting and credited service and be eligible for a retirement benefit from the Plan.

Termination of Active Member Status

You are considered to have a termination of employment if you cease to be a common law employee of the Employer. Regardless of your vested status, upon rehire after a valid termination of employment, you will not be permitted to resume active member status in the Plan. As a result, you will not earn additional credited service or have your pay (See "HAPC" on page 7) earned after rehire considered for your benefit under the Plan. There are exceptions to this rule in the following limited circumstances:

- you terminate from active member status on account of disability, or
- you were involuntarily terminated from active member status in an employer-initiated workforce reduction and return to covered employment within three years of the termination, or
- you are on an approved leave of absence, including a governmental service approved leave of absence that is for a period of not more than three years, and return to covered employment within 90 days of the end of your governmental service approved leave of absence, or
- you are on a military leave and return to active employment with the Employer within the time periods required under USERRA.

If you terminate from active member status on account of disability, recover and are rehired by the Employer into covered employment prior to your retirement date, you rejoin the Plan immediately regardless of the length of time you were inactive. If you were involuntarily terminated by the Employer as part of an employer-initiated workforce reduction, or were on an approved leave of absence, you generally must return to covered employment within three years and prior to your retirement date in order to resume or maintain active member status in the Plan. If you take a leave of absence that qualifies as a leave USERRA, you must return to covered employment within the time periods required by USERRA in order to resume active member status in the Plan.

If none of these circumstances apply, you will not be permitted to resume active member status in the Plan upon your rehire with the Employer.

Vesting

Being "vested" means that you own the benefit you've earned under the Plan and your benefit is no longer at risk of forfeiture due to your termination of employment. This means that termination of your employment with the Employer will not cause you to lose your Plan benefit. However there may be other circumstances in which your benefit could be reduced – such as assignment to another individual pursuant to the terms of a qualified domestic relations order ("QDRO") or a tax lien.

If you are rehired after beginning retirement benefits, those payments may be suspended for any month in which you work for the Employer and earn 40 or more hours of service. However, if you are rehired under the terms of an employment agreement that require you to work not more than 832 hours in a rolling 12 month period, then your benefit payments will not be suspended.

When You Become Vested

You become vested in the Plan when you have completed at least a period of service of five years or more, or a period of service of two years if you die while an active or disabled member. You are always 100% vested in your member contributions.

Retirement Benefit

The formula used to calculate your retirement benefit includes:

- **Your credited service** – the total number of years you worked for the Employer in covered employment, plus service credited in the University of California Retirement Plan before June 1, 2006. See page 4 for the definition of credited service.
- **Your age factor** – a factor based on the completed years and months of your age on the date you retire (.0250 at age 60, decreasing by .0014 per year to .0110 at age 50).
- **Your Benefit Percentage** – a number determined in Step 1as described below.
- **Your Highest Average Plan Compensation (HAPC)** – your highest average monthly full-time equivalent Plan compensation during 36 continuous months as an active member of the Plan and/or an active participant in UCRP. For purposes of the Plan, only your base salary is considered. Other types of compensation, such as supplements or differentials for overtime, bonuses or other special circumstances are not included. Base salary only includes base salary that you receive for (1) work performed from June 1, 2006 through October 31, 2018 under Contract Number DE-AC52-06NA25396 (or a successor contract) between LANS and

the Department of Energy, and (2) work performed on and after November 1, 2018 under Contract Number 89233218CNA000001 (or successor contract) between Triad and the Department of Energy, related to the operation of the Los Alamos National Laboratory. Eligible compensation is determined before taxes, and before your contributions to the Triad 401(k) Savings Plan and other before-tax contributions you may make in connection with employee welfare benefits, for example your before-tax contributions to a flexible spending account or health savings account. Federal law limits the amount of compensation that can be taken into account under a qualified plan. In 2018 that amount is $275,000. This limitation changes from time to time according to changes in the law and in regulations.

Your maximum monthly benefit under the Plan cannot exceed 100% of your HAPC less $133, or the limits imposed by federal law for qualified retirement plans, whichever is less. (If you are not eligible to receive Social Security benefits when you retire, the $133 reduction does not apply.) Furthermore, to the extent that a portion of your benefit is paid from the UCRP (or this Plan) to a former spouse pursuant to the terms of a qualified domestic relations order ("QDRO"), your benefit under the Plan will be reduced by the value of the benefit paid from UCRP (or this Plan) to your alternate payee. The CAP benefit provided by UCRP was not transferred to the Plan and so will be paid from the UCRP.

Calculating Your Pension Benefit

Step 1: Calculate your Benefit Percentage

Definition: Retirement age factors are based on your age (in complete years and months) on the date you retire as shown in the chart below.

Calculation: Credited service x retirement age factor = benefit percentage (not to exceed 100%).

Example: Using the chart on the next page, if you retire at age 60 with 20 years of credited service, your benefit percentage is 50%.

20 years x .0250 = 50%

Retirement Age Factors

Age in Years	Complete Months From Last Birthday to Retirement Date											
	0	1	2	3	4	5	6	7	8	9	10	11
50	.0110	.0111	.0112	.0114	.0115	.0116	.0117	.0118	.0119	.0121	.0122	.0123
51	.0124	.0125	.0126	.0128	.0129	.0130	.0131	.0132	.0133	.0135	.0136	.0137
52	.0138	.0139	.0140	.0142	.0143	.0144	.0145	.0146	.0147	.0149	.0150	.0151
53	.0152	.0153	.0154	.0156	.0157	.0158	.0159	.0160	.0161	.0163	.0164	.0165
54	.0166	.0167	.0168	.0170	.0171	.0172	.0173	.0174	.0175	.0177	.0178	.0179
55	.0180	.0181	.0182	.0184	.0185	.0186	.0187	.0188	.0189	.0191	.0192	.0193
56	.0194	.0195	.0196	.0198	.0199	.0200	.0201	.0202	.0203	.0205	.0206	.0207
57	.0208	.0209	.0210	.0212	.0213	.0214	.0215	.0216	.0217	.0219	.0220	.0221
58	.0222	.0223	.0224	.0226	.0227	.0228	.0229	.0230	.0231	.0233	.0234	.0235
59	.0236	.0237	.0238	.0240	.0241	.0242	.0243	.0244	.0245	.0247	.0248	.0249
60+	**.0250** →											

Step 2: Calculate Your Basic Retirement Income

Definition: Your HAPC is determined as defined above. If you terminated with a vested benefit prior to your retirement date, your HAPC will be adjusted as described in the section "Cost of Living Adjustments". If your UCRP benefits were coordinated with Social Security, monthly HAPC is reduced by $133 to account for the employer's contribution to Social Security.

Calculation: Benefit percentage from Step 1 x (monthly HAPC - $133 offset for members whose UCRP benefits were coordinated with Social Security) = basic retirement income payable as a single life annuity.

Example: Assuming your UCRP benefits were coordinated with Social Security and your monthly HAPC is $4,133, using the benefit percentage from Step 1 above, your basic retirement income is $2,000 per month.

50% of ($4,133 - $133 = $4,000) = $2,000 per month

Step 3: Calculate your temporary Social Security supplement (for members who begin payment of retirement benefit before age 65)

Definition: If your UCRP benefits were coordinated with Social Security and you begin payment of your retirement benefit before age 65, you receive a temporary supplement from the Plan, paid through the month of your 65th birthday (or through the month of your death, if earlier). In effect, the supplement temporarily restores the Social Security reduction applied to the HAPC.

Calculation: Benefit percentage x $133 = monthly temporary supplement (not to exceed $133)

Example: Using the benefit percentage from Step 1 (50.0%), the temporary supplement is $66.50.

50% x $133 = $66.50 monthly temporary supplement

Final Calculation: The member will receive $2,066.50 per month to age 65. After age 65, the member will receive $2,000 per month for life.

$2,000	basic retirement income
+ 66.50	temporary supplement
= $2,066.50	total monthly income until age 65
then $2,000	per month for life, after age 65

Note for members whose UCRP benefits were not coordinated with Social Security

When you retire, if you demonstrate that you are not eligible for Social Security benefits, the benefit formula will not include the $133 offset and you will not receive the temporary supplement.

If, when you retire you demonstrate that you are eligible for Social Security benefits, the benefit formula will include the $133 offset but it will only apply to credited service on and after June 1, 2006. Your temporary supplement, if any, will be calculated based on credited service on and after June 1, 2006. To receive your supplement, you must demonstrate your eligibility for future Social Security benefits and the amount of your future benefit. If you fail to demonstrate that you are not eligible for Social Security when you apply for your retirement benefit, you will be presumed to be eligible for Social Security benefits, and your retirement benefit will be determined in accordance with that presumption.

When You May Retire

In this summary plan description, the terms “retire” and “retirement” refer to the date as of which benefit payments begin under the Plan after you have satisfied the administrative procedures for beginning payment of your benefits. You may contact the Plan Administrator for more information about these procedures.

Normal Retirement – Later of Age 60 or 5 Years of Vesting Service

Normal retirement age is the later of age 60 or the date that you have at least 5 years of vesting service. Your normal retirement date is the first of the month falling on or after the date you reach normal retirement age.

Early Retirement – Ages 50 to 59

You may elect to retire as early as age 50 if you have at least five years of vesting service. If you choose early retirement, the retirement age factors applied to your benefit (see the chart on page 9) result in a reduction in your benefit of 5.6% per year from the benefit you would receive at age 60. Your early retirement date is the first of the month you elect to retire following the later of the date you satisfy the age and service requirements, or receive the election materials (provided you complete the election materials within the time period in those materials).

If You Continue Working After Your Normal Retirement Age

In general, your Plan benefits will not begin unless you terminate your employment with the Employer and retire as determined by the Plan Administrator. If you continue working in covered employment for the Employer after your normal retirement age, your pension benefits will continue to accrue until you actually retire. Payments otherwise due to be paid on and after your normal retirement date but for your deferred retirement will be considered suspended for each month in which you work 40 or more hours. If you work fewer than 40 hours in a given month or are employed after attaining age 70½, when you eventually retire, your benefit will be adjusted to provide an actuarial increase to your accrued benefit related to those months.

For information about the 70-½ distribution date, see “Internal Revenue Code Provisions” on page 20.

Vested Benefits

If you stop working for the Employer before you become eligible to retire, but after you become vested, you may claim the vested Plan benefits you have earned at any time on or after the date you reach retirement age. If you do so, your benefits will be based on the retirement age factor for your selected retirement age, in accordance with the payment options described below. If you are vested and stop working, your HAPC will be adjusted to include an increase for cost-of-living until the earlier of your normal retirement age or the date you retire and begin to receive your monthly benefit. The maximum cost-of-living adjustment for this purpose is 2% per year. Adjustments to HAPC are described in the section “Cost of Living Adjustments”.

If You Return to Work After Benefit Payments Begin

If you leave the Employer, begin your benefit payments and are later re-employed, you will not be eligible to earn additional credited service, and the compensation you earn on and after your termination will not be taken into account in determining your HAPC in the Plan.

Your retirement income, together with any Social Security supplement you are receiving, will be suspended during your period of reemployment for any month in which you have 40 or more hours of service. However, your retirement income will not be suspended if you have a special employment agreement which requires that you work 832 hours or less in a rolling 12 month period. If you and Triad (formerly LANS) have entered into a special employment agreement which requires that you work fewer than 832 hours in any rolling 12 month period, your benefit payments will continue throughout the period of the special employment agreement.

If you continue to work after age 70½, the suspension will not apply beginning April 1 of the calendar year following the calendar year in which you reach age 70½. When you terminate following this post-retirement period of employment, your benefit payments will resume in the same form you elected for your original retirement benefit. Also, upon this subsequent retirement, your benefit payments will be adjusted for cost of living adjustments under the Plan during the suspension period. If you are younger than age 65 when you resume retired status, your Social Security supplement, adjusted for cost-of-living increases in the interim, will also resume. If you should die during the period of post-retirement employment and you have elected a contingent annuitant form of payment, your contingent annuitant will receive a benefit in accordance with your election.

Disability Benefit

There is no disability income benefit payable prior to your retirement date under the Plan. However, while you are disabled, you will receive credited service and your HAPC will be adjusted for cost-of-living (maximum of 2% per year) until the earliest of the date you cease to be a disabled member, your normal retirement date, or the date you retire. You are not required to make or make up member contributions during a period of disability in order to be credited with service during the disability period. You are considered disabled for purposes of the Plan if you are eligible for and receive disability income under the Employer's Defined Benefit Eligible Disability Program, which is part of the Triad Welfare Benefit Plan for Employees. You must also have completed at least five years of service to qualify as a disabled member.

The maximum monthly benefit that will be paid upon retirement to a disabled member will be the greater of:

- your basic retirement benefit taking into account the HAPC adjustments while you were disabled but not including any additional credited service earned while you were disabled, or
- 40% of your full-time equivalent plan compensation (60% of full-time equivalent plan compensation for members whose UCRP benefits were not coordinated with Social Security determined at the date you retire) on the date you left employment because of disability. If you fail to demonstrate that you are not eligible for Social Security when you retire, you will be presumed to be eligible for Social Security benefits, and your benefit will be determined in accordance with that presumption. Contact the Plan Administrator for guidance on what information you will need to provide.

Example

Your UCRP benefits were coordinated with Social Security and your full-time equivalent plan compensation is $5,000 per month on the day you leave employment with the Employer because of disability. You later become eligible to retire at a time when your basic retirement benefit taking into account the HAPC adjustments while you were disabled but not including any additional credited service earned while you were disabled equals $1,500 per month. Your retirement benefit is limited to the greater of $2,000 (40% of $5,000) or $1,500. The maximum monthly benefit that will be paid to you upon retirement is therefore $2,000.

Payment Forms

The payment methods available under the Plan include:

- a single life annuity, and
- a 100%, 75%, 66⅔% or 50% joint and contingent annuity.

Optional Payment Forms

Single Life Annuity

Under this payment method, you will receive a monthly benefit payment that will continue for the rest of your lifetime. No benefit payments are made after your death.

If you are married and want to elect this option, you must have your spouse's written consent, witnessed by a Plan representative or notary.

100%, 75%, 66⅔% or 50% Joint and Contingent Annuity

Under these payment methods, you receive a monthly benefit payment for the rest of your life. If you die before your contingent annuitant does, your contingent annuitant will receive 100%, 75%, 66⅔% or 50% of your monthly benefit for life. You may name any natural person as your contingent annuitant although the amount payable to certain younger contingent annuitants may be subject to IRS restrictions. However, if you are married and you want to name any beneficiary other than your spouse, you must have your spouse's written consent, witnessed by a Plan representative or notary.

Because the Plan is paying a benefit over the lifetimes of two people, the initial monthly benefit amount is smaller than it would be if it were paid as a single life annuity.

Note: For the 100%, 75%, 66⅔% or 50% joint and contingent annuity, the annuity amount will be increased by a factor of 2.4% for individuals whose UCRP benefits were coordinated with Social Security. In the case of a member whose UCRP benefits were not coordinated with Social Security, the joint and contingent annuity will be increased by a factor of 4.8% if the member demonstrates that he or she will not be eligible for Social Security Benefits upon retirement. If such an individual is eligible for Social Security benefits, the factor of 4.8% will be applied only to the portion of the member's benefit attributable to UCRP service.

"Normal" Payment Form

If You Are Unmarried

If you are unmarried, your normal payment form is a single life annuity. Under this payment method, you will receive a monthly benefit payment that will continue for the rest of your lifetime. No benefit payments are made after your death.

If You Are Married
If you are married, your normal payment form is the 50% joint and contingent annuity with your spouse as contingent annuitant.

Under this payment method, you receive a monthly benefit payment for the rest of your life. If you die before your spouse does, your surviving spouse will receive 50% of your monthly benefit for life. However, a person from whom you are legally separated will not be your spouse effective as of the date the Plan Administrator receives a copy of a valid court order granting such legal separation.

Example 1 – 100% Joint and Contingent Annuity:

Let's assume the monthly single life annuity was $2,000. Let's also assume you retire at age 60 (your normal retirement age) and your spouse is three years younger than you. You were eligible for coordinated benefits while a UCRP participant.

First, your benefit will be increased by 2.4%*:

1.024 x $2,000 = $2,048

Then a reduction factor is applied:

0.847 x $2,048 = $1,735

The reduction factor varies according to the option you choose as well as the average life expectancy of both you and your contingent annuitant.

In this example, your retirement benefit is **$1,735** to be paid every month for your lifetime. When you die, your spouse would receive 100% of this amount, **$1,735** for the remainder of his or her lifetime (the same amount you received).
*Note: a factor of 4.8% would apply if you were not eligible for coordinated benefits while a UCRP participant and you demonstrated that you are not eligible for Social Security benefits at retirement.

Example 2 – 75% Joint and Contingent Annuity:

Let's again assume the monthly single life annuity was $2,000 and you are retiring at age 60 (your normal retirement age) and your spouse is 3 years younger than you.

First, your benefit will be increased by 2.4%*:

1.024 x $2,000 = $2,048

Then a reduction factor is applied.

0.880 x $2,048 = $1,802

The reduction factor varies according to the option chosen as well as the average life expectancy of both you and your contingent annuitant.

In this example, your retirement benefit is **$1,802** to be paid every month for your lifetime. When you die, your spouse would receive 75% of this amount, **$1,352** for the remainder of his or her lifetime.

*Note: a factor of 4.8% would apply if you were not eligible for coordinated benefits while a UCRP participant, and you demonstrated that you are not eligible for Social Security benefits at retirement.

Example 3 – 66⅔% Joint and Contingent Annuity:

Let's again assume the monthly single life annuity was $2,000 and you retire at age 60 (your normal retirement age) with a spouse who is three years younger than you.

First, your benefit will be increased by 2.4%*:

1.024 x $2,000 = $2,048

Then a reduction factor is applied:

0.892 x $2,048 = $1,827

The reduction factor varies according to the option you choose as well as the average life expectancy of both you and your contingent annuitant.

In this example, your retirement benefit is **$1,827** to be paid every month for life. When you die, your spouse will receive 66⅔% of this amount, **$1,218** for his or her lifetime.

*Note: a factor of 4.8% would apply if you were not eligible for coordinated benefits while a UCRP participant, and you demonstrated that you are not eligible for Social Security benefits at retirement.

Example 4 – 50% Joint and Contingent Annuity:

Let's again assume the monthly single life annuity was $2,000 and you retire at age 60 (your normal retirement age) with a spouse who is three years younger than you.

First, your benefit will be increased by 2.4%*:

1.024 x $2,000 = $2,048

Then a reduction factor is applied:

0.917 x $2,048 = $1,878

The reduction factor varies according to the option you choose as well as the average life expectancy of both you and your contingent annuitant.

In this example, your retirement benefit is **$1,878** to be paid every month for your lifetime. When you die, your spouse would receive 50% of this amount, **$939** a month for the remainder of his or her lifetime.

*Note: a factor of 4.8% would apply if you were not eligible for coordinated benefits while a UCRP participant, and demonstrated that you are not eligible for Social Security benefits at retirement.

Spousal Consent

If you are married and choose any payment option other than the 100%, 75%, 66⅔% or 50% joint and contingent annuity option with your spouse as the beneficiary, you must have your spouse's written consent, witnessed by a Plan representative or notary.

Deferring Benefit Payments

If you leave the Employer after you are eligible to retire, you may defer beginning your Plan benefit payments until your age 70½ distribution date, see "Internal Revenue Code Provisions" on page 20. If you do this, you will be considered a deferred eligible member. If you wait to begin receiving benefit payments your benefit may be larger, in part because your retirement age factor may be higher when you retire and in part because of the change in your life expectancy (and, if applicable, your contingent annuitant's life expectancy) by the time payments begin. However, you should also bear in mind the following:

- The adjustment to your HAPC will be made only through the date you attain normal retirement age.
- If you die prior to your retirement date, death benefits will be paid in accordance with the pre-retirement death benefits provided under the Plan (see page 17). As a result, your spouse (if any) may receive less than he or she would have received had you elected to retire with a 66⅔%, 75% or 100% joint and contingent annuitant.

Qualified Domestic Relations Order

Your choice of beneficiary and payment option may be affected by a Qualified Domestic Relations Order ("QDRO"). A QDRO is a judgment, decree, or order that relates to divorce decrees, property settlements, and child support orders. If a court order of this type is received, you will be advised in writing. You may obtain a copy of the Plan's written procedures for determining if a domestic relations order is a QDRO upon request to the Aon Qualified Order Center www.qocenter.com at no cost.

Survivor Benefits

The following survivor benefits will be provided by the Plan.

Preretirement Survivor Benefit (If You Are Not Eligible for Retirement)

If you are an active member and have completed at least 2 years of vesting service, or if you have completed 5 years of vesting service but are not eligible for early retirement (age 50 with 5 years of vesting service) when you die, the Plan will pay a "Qualified Preretirement Survivor Annuity" ("QPSA") to your surviving spouse, provided you have been married to your spouse for at least the one-year period immediately preceding your date of death. If you are not married, no QPSA benefit will be provided.

The QPSA is an annuity calculated as if you had:

- terminated employment at the earlier of your actual termination of employment, or your date of death, and
- survived until your spouse elects to begin the payments (no earlier than the date you would have attained age 50, and not later than the date that would have been the member's normal retirement date) and elected a 50% joint & contingent annuity.

The QPSA is the survivor's portion of the 50% joint and contingent annuity.

Preretirement Survivor Benefit (If You Are Eligible for Retirement)

If you are eligible to retire when you die (that is, age 50 with at least five years of vesting service) but have not yet begun to receive monthly payments from the Plan, a lifetime retirement benefit will be payable to your surviving spouse.

This benefit is calculated as though you had:

- terminated employment on the date of your death, and
- elected to retire on the day after the date of death (or a later date designated by your spouse) and chose the 100% joint and contingent annuity with your spouse named as contingent annuitant.

The benefit is payable beginning the day after your death, or a later date designated by your spouse. The Qualified Preretirement Survivor Annuity ("QPSA") is the survivor's portion of the 100% joint and contingent annuity.

A temporary Social Security supplement is also payable to your surviving spouse while he or she is receiving a preretirement survivor benefit until the day you would have reached age 65, unless your spouse provides proof satisfactory to the Plan Administrator that you were a member who was not eligible for benefits coordinated with Social Security. (See "Calculating Your Pension Benefit" on page 8).

If you properly elect to retire (i.e., a proper election to retire was on file with the Plan Administrator on the date of your death), but die before you reach your retirement date, your spouse would receive the greater of the survivor's portion of the form of payment elected by you or the preretirement survivor benefit described in this section.

Single Sum Death Benefit

If you die while an active, retired or terminated vested member, your beneficiary is eligible to receive a $7,500 death benefit from the Plan. If you were a participant in the UCRP before October 1, 1990, your beneficiary is eligible to receive the greater of the $7,500 payment described in the preceding sentence, or $1,500 plus one month final salary based on the member's full time equivalent compensation for the last complete calendar month of employment.

The single sum death benefit is in addition to benefits continued under applicable surviving spouse payment methods, if any, as explained above.

Return of Member Contributions

The Plan provides that any remaining balance of your member contributions after all annuity payments are completed, will be paid to your beneficiary in a single lump sum. Additionally, if you terminate before becoming vested in the portion of your benefit that is not attributable to member contributions, the balance of your member contributions will be paid to you in a single lump sum.

Designating a Beneficiary

You may designate any natural person or persons as your beneficiary to receive the single sum death benefit and any return of member contributions, if you die. You must designate your beneficiary(ies) according to the procedures established by the Plan Administrator and the Plan Administrator must receive your designation before you die.

If you are married, you must designate your spouse as beneficiary unless your spouse consents to the non-spouse beneficiary designation in writing, and the spouse's consent is witnessed by a Plan representative or notary.

If you do not name a beneficiary, your single sum death benefit and any return of member contributions will be paid as follows:

- first, to your spouse (provided that a person is not your spouse if there is a legal separation and the Plan Administrator receives a copy of a valid court order granting such legal separation), then

- if none, to your domestic partner as identified in a valid registration with the Employer in accordance with the Employer's human resource procedures, then
- if none, to your child or children, including adopted child or children, (a child or children of a deceased child shall take the share of such child by representation), then
- if none, to your parent or parents, then
- if none, to your sibling or siblings, then
- if none, to your estate.

Cost-of-Living Adjustments (COLA)

After your benefits begin, you will be eligible to receive an annual cost-of-living adjustment ("COLA"), paid each July 1. The COLA is based on the Consumer Price Index ("CPI ") increase from the July 1 preceding your retirement date (as defined in the Plan document) to the July 1 adjustment date. The COLA on any July 1 adjustment date is limited to:

- A base adjustment equal to the change in the CPI since the preceding July 1, but limited so that the total of the base adjustments through the current July 1 adjustment date do not exceed the lesser of:

    2% per year compounded annually from the July 1 preceding your retirement date (as defined in the plan document) to the current July 1 adjustment date, or

    the cumulative change in the CPI from the July 1 preceding your retirement date to the current July 1 adjustment date,

  plus an additional adjustment equal to
- 75% of the amount, if any, by which the CPI increase for the plan year exceeds the greater of 4% or the base adjustment above. The maximum additional adjustment is 4%.

If the CPI decreases, Plan benefits are not reduced. The CPI used to determine the annual COLA is the average of the CPIs for All Urban Consumers for the major metropolitan area of Northern California including San Francisco and the major metropolitan area of Southern California including Los Angeles, and is measured from February to February.

If you do not have an hour of service after June 28, 2007, you will be eligible for your first COLA on the July 1 that falls on or next follows the first anniversary of your retirement date (as defined in the Plan document). If you have an hour of service after June 28, 2007, you will be eligible for your first COLA on the July 1 that falls on or next follows your retirement date (your first COLA will be pro-rated based on the number of complete months from your first payment date to the following July 1).

For preretirement survivor income of members who die on or before June 28, 2007, the COLA is provided on the July 1 after one full year following the member's death. For preretirement survivor income of members who die after June 28, 2007, the COLA is calculated from the July 1 following the member's death, with the first July 1 COLA pro-rated based on the number of complete months from the member's date of death to the following July 1. These adjustments apply even if benefits are not payable until a later time, as in the case of a surviving spouse who reaches the age for benefits to commence at a later date.

If you are inactive or disabled and later retire, your HAPC will be increased on each July 1 that precedes the earlier of the date you elect to retire or your normal retirement date and for the annual change in the cost-of-living. The adjustment on each July 1 will be 2% (or the actual CPI increase, if less). If you have an hour of service after June 28, 2007, the cost-of-living adjustment for your first July 1 as an inactive member will be pro-rated based on the number of full calendar months from your termination date to July 1. If you have an hour of service after June 28, 2007, the cost-of-living adjustment for the year you retire will be pro-rated based on the number of your full calendar months as an inactive member from the July 1 preceding your retirement date to the earlier of your normal retirement date or your retirement date.

Internal Revenue Code Provisions

Age 70½ Distribution Date

The Internal Revenue Code requires that you begin receiving minimum distributions from the Plan by April 1 of the calendar year following the later of the year in which:

- you turn 70½, or
- your employment with the Employer ends.

Generally, the optional forms of payment of your retirement income satisfy the minimum distribution requirements. If you do not apply for retirement benefits by the date above, basic retirement income will begin automatically. Minimum required distributions are not eligible for rollover.

Minimum required distributions are calculated according to U.S. Treasury regulations. Similar rules apply to benefit payments made to your beneficiary after your death.

Maximum Benefit Amounts

The federal government imposes some limitations on retirement plan benefits and the compensation that can be used to calculate those benefits. When your retirement benefit is calculated, it will be compared to the applicable limits. If the benefit would exceed the limits, you will be advised of the required adjustment to your benefit.

Rules, Regulations and Administrative Information

Your Rights under the Employee Retirement Income Security Act of 1974 (“ERISA”)

As a member in the Triad Defined Benefit Pension Plan, you’re entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

- **Receive Information about Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, if any, 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 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 member with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a retirement benefit at normal retirement age (age 60 and 5 years of vesting service) 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 retirement benefit, the statement will tell you how many more years you have to work to get a retirement benefit. 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.

▪ **Prudent Actions by Plan Fiduciaries**

- In addition to creating rights for Plan members, 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 members 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 retirement benefit or exercising your rights under ERISA.

▪ **Enforce Your Rights**

- If your claim for a retirement 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 don't 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 weren't sent because of reasons beyond the administrator's control. If you have a claim for benefits which is denied or ignored, in whole or in part, after exhausting the Claims and Appeals procedures described in this SPD, 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, after exhausting the Claims and Appeals procedures described in this SPD you may file suit in a federal court. If it

should happen that Plan fiduciaries misuse the Plan's money, or if you're 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're 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 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:

    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.

Claims and Appeal Procedures

Claims Procedure

A "claim" occurs when a member or beneficiary either (i) makes an application for a benefit under the Plan, or (ii) disputes a determination by the Plan Administrator (or a person authorized by the Plan Administrator) of the amount of any benefit or the resolution of any matter affecting a benefit under the Plan. A claim or appeal may be filed by an authorized representative of the member or beneficiary who is the claimant. A member or beneficiary may not submit a dispute with respect to a benefit under this Plan more than one year after the date the individual has knowledge of all material facts that are the subject of the dispute.

Claims for benefits under the Plan should be filed with the Plan Administrator (or its delegate) using, if required by the Plan Administrator, forms provided for that purpose. The Plan Administrator will give you written notice of the disposition of a claim within 90 days after the claim has been filed, unless special circumstances require an extension of time for processing, in which case such notice of disposition shall be given within 180 days after the application has been filed.

If your claim is denied in whole or in part, the Plan Administrator shall give you a written explanation stating the reasons for the denial. The written notification will include:

- the specific reason for the denial;
- specific references to the pertinent Plan provisions on which the denial is based;
- a description of any additional material or information that you need to submit with an explanation of why such material or information is necessary;
- an offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits; and
- a description of the Plan's review procedures and the time limits applicable to the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

Appeal Procedure

If you want a review of a denied claim you may submit an appeal in writing in a manner acceptable to the Benefits Appeal Committee. The deadline for submitting any such appeal shall be 60 days after you receive the written notification of the denial of the claim, as described above. Within 60 days following the receipt of the notice of appeal, the Benefits Appeal Committee (or its delegate) will give you either (i) a written notice of the decision of the reviewer, or (ii) if special circumstances require an extension of time for review, a notice of a 60-day extension of the review period. In the latter case, the notice of the decision of the reviewer shall be delivered to the claimant by the Benefits Appeal Committee (or its delegate) within 120 days after the application has been filed. The Plan Administrator's review will take into account all comments, documents, records, and other information you submit, without regard to whether that information was submitted or considered in the initial benefit determination.

If your appeal is denied, the notification will:

- explain the specific reasons and specific Plan provisions on which its decision is based;
- include a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about these procedures;
- include a statement regarding your right to bring a civil action under ERISA 502(a); and
- offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.

The Plan Administrator has full and complete discretion to:

- make findings of fact pertaining to a claim or appeal;
- interpret the Plan as applied to the facts; and
- decide all aspects of the claim or appeal.

The decision by the Benefits Appeal Committee (or its delegate) shall be the final and conclusive administrative review proceeding under the Plan. You are required to pursue all administrative appeals under the Plan as a precondition to challenging the denial of your claim in a lawsuit.

You may not submit a dispute to a court with respect to a denied claim under this Plan more than one year after the date the Plan Administrator renders its final decision upon appeal.

General Plan Provisions and Plan Administration

Controlling Law

To the extent not superseded by the laws of the United States (in particular the Employee Retirement Income Security Act of 1974, as amended), the laws of New Mexico (without regard to its choice of law principles) shall be controlling in all matters relating to the Plan.

Costs of Administration

The costs of administration of the Plan shall be paid from the assets of the Plan, if they are not paid by the employer directly. Such expenses shall include, but are not limited to, expenses for professional, legal, accounting, record keeping, and investment services.

No Employment Rights

The Plan does not constitute a contract of employment, and participation in the Plan does not entitle you to a guarantee of employment or to any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

Plan Revision and Termination

Triad, or its delegate, can amend, terminate, or partially terminate the Plan at any time. Any amendment or termination will be made in writing.

Plan Amendments

Except as permitted by applicable law, no amendment shall decrease the amount of your accrued Plan benefits or non-forfeitable benefits as of the adoption date or effective date of the amendment, whichever is later.
If the Employer amends the Plan to change the vesting schedule, special rules apply. See the Plan document for details.

Plan Termination

Your retirement benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (“PBGC), a federal insurance agency. If the Plan were to terminate without enough money to pay all benefits, the PBGC would step in to pay retirement benefits. Because of the statutory limitations on the amount of benefits that the PBGC guarantees, some people could lose certain benefits.

The Plan document includes special provisions as to how the money in the trust funds must be used for the benefit of members, joint annuitants and spouses. The funds would not be returned to the Employer unless there are more than enough funds to pay all accrued benefits. If the Plan were to be terminated, your benefits earned up to the date of termination would become fully vested to the extent funded.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the Plan terminates; and
- certain survivor's benefits.

The PBGC guarantee generally does not cover:
- benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- some or all of benefit increases that have been in place for less than five years at the time the Plan terminates;
- benefits that aren't vested because you haven't worked long enough for the company;
- benefits for which you haven't met all of the requirements at the time the Plan terminates;
- certain early retirement benefits (such as supplemental benefits that stop when you become eligible for Social Security) if they result in early retirement monthly benefits that are greater than your monthly benefit at the Plan's normal retirement age; and
- non-retirement benefits, such as health or life insurance, certain death benefits, vacation pay and severance pay.

Even if certain benefits aren't guaranteed, you still might receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC might collect from employers.

If you have questions about the PBGC or the benefits it guarantees, you may contact the Plan Administrator, or you may contact the PBGC at:

PBGC
Technical Assistance Division
1200 K Street, N.W. Suite 930
Washington, D.C. 20005-4026
(202) 326-4000

TTY/TDD users may call the federal relay service toll free at 1-800-877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website at http://www.pbgc.gov.

"Top Heavy" Considerations

If the Triad Defined Benefit Pension Plan becomes "top-heavy"—that is, if the value of benefits for key employees exceeds 60% of the total benefits — the Employer will make changes necessary to satisfy the federal tax code rules for top-heavy plans. It is unlikely the Plan will ever be "top heavy".

Plan Details

Plan Name

Triad Defined Benefit Pension Plan

Plan Type
The Plan is a defined benefit retirement plan.

Plan Identification
Employer Identification Number: 82-3291283

Plan Number: 003

Plan Year
Plan year generally means the 12-month period beginning on January 1 and ending on December 31; however, the first plan year will be a short plan year beginning on June 1, 2006 and ending on December 31, 2006.

Plan Administrator and Plan Administration
The Benefits and Investment Committee is the Plan Administrator with the full discretionary authority to administer and interpret the Plan, including discretionary authority to determine eligibility for participation and for benefits under the Plan, to appoint one or more investment managers, to correct errors to the extent practicable including the recovery of erroneous payments, to make determinations under the Plan's claims and appeal procedures, and to construe ambiguous terms. Determinations on the appeal of an initial claim determination will be made by the Benefit Appeals Committee. The Benefits and Investment Committee may delegate its discretionary authority and such duties and responsibilities as it deems appropriate to facilitate the day-to-day administration of the Plan and, unless the Benefits and Investment Committee provides otherwise, such a delegation will carry with it the full discretionary authority to accomplish the delegation. Determinations by the Benefits and Investment Committee or its delegate, including the Benefit Appeals Committee, will be final and conclusive upon all persons.

The Plan Administrator’s address and telephone are:

Benefits and Investment Committee
Triad National Security, LLC
TA-3 Otowi Building 261
P. O. Box 1663, MS P280
Los Alamos, NM 87545
(877) 667-1806 or (505) 667-1806

The appeal of a claim determination should be filed with the Benefit Appeals Committee at the same address as above.

Plan Sponsor and Employer (Effective November 1, 2018)
Triad National Security, LLC (“Triad”)
TA-3 Otowi Building 261
PO Box 1663, MS P280
Los Alamos, NM 87545
(505) 667-1806 or (877) 667-1806

Plan Trustee

The Bank of New York Mellon.

The Bank of New York Mellon's address is:

The Bank of New York Mellon
One Mellon Center
500 Grant Street
Pittsburgh, PA 15258

Agent for Service of Legal Process

The agent for service of legal process is:

Registered Agent
Attention: Triad General Counsel
Los Alamos National Laboratory
Office of General Counsel
335 Central Park Square
Los Alamos, NM 87544

Source of Funding

Employer contributions to the Plan are held in a trust fund administered by the trustee. The Plan trust is a participating trust in the Lawrence Livermore National Security, LLC and Triad Defined Benefit Pension Plan Group Trust. However, the assets in this group trust are segregated so that only group trust assets assigned to the Triad Defined Benefit Pension Plan Participating Trust are used to pay benefits to Triad Defined Benefit Plan members. The money in the Triad Defined Benefit Pension Plan Participating Trust Fund is for the benefit of eligible Plan members and their beneficiaries, and may also be used for Plan expenses.

Duty to Keep Plan Administrator Informed

You or your beneficiary (if you die) must notify the Plan Administrator if you (or your beneficiary) move or change mailing addresses.

For More Information

This SPD describes the Triad Defined Benefit Pension Plan. The official Plan document governs and controls all rights and benefits in case of any conflict with the explanations given in this SPD or in any other written or oral communication from the Plan Administrator, Trustee or other person. Some terminology in this SPD differs from that in the Plan document. If you would like to examine the Plan documents or ask questions about the Plan, contact your Plan Administrator.

Where to Get Information	
Triad National Security, LLC	
Address	Triad National Security, LLC TA-3 Otowi Building 261 P.O. Box 1663, MS P280 Los Alamos, NM 87545
Phone	(505) 667-1806 or (877) 667-1806
Web site	http://int.lanl.gov/employees/benefits/retirement/index.shtml