

# Summary Plan Description

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**Prepared for:**

**Safelite Group Associates'  
Retirement Savings Plan**

## **INTRODUCTION**

Safelite Group, Inc. has restated the Safelite Group Associates' Retirement Savings Plan to help you and other associates save for retirement.

Safelite has restated the Plan by signing a complex legal agreement - the Plan document - which contains all the provisions that the Internal Revenue Service (IRS) requires. The Plan document must follow certain federal laws and regulations that apply to retirement plans. The Plan document may change when new or revised laws or regulations take effect. Safelite also has the right to modify certain features of the Plan from time to time. You will be notified of changes affecting your rights under the Plan.

This summary plan description (SPD) summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information regarding certain plan features or have questions about the information contained in this SPD, you should contact your Plan Administrator. You may also examine a copy of the plan document by making arrangements with your Plan Administrator. Certain terms in the SPD have a special meaning when used in the Plan. These terms are capitalized throughout the SPD and are defined in more detail in the DEFINITIONS section of the SPD. If there are any inconsistencies between this SPD and the Plan document, the Plan document will be followed.

Safelite has amended and restated the Safelite Group Associates' Retirement Savings Plan, which was originally adopted 1/1/1992. The effective date of this amended Plan is 5/11/2018.

Although the Plan is generally effective 05/11/2018, you can never defer on Compensation that you receive before your pre-tax Deferral election.

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## Eligibility

### What Requirements Do I Have to Meet Before I Am Eligible to Contribute to the Plan?

#### **Deferrals**

You will be eligible to defer a portion of your pay to the Plan as Deferrals after meeting all age and service requirements unless:

- you are a member of a union collective bargaining unit and your exclusion from coverage under this Plan was part of the union's negotiated agreement.
- you are a nonresident alien and you received no earned income from within the U.S.
- you are a leased associate.
- you are an independent contractor or other individual not considered to be an actual associate, even if you are subsequently determined to be an associate.
- you are temporary or seasonal. Note, if your employment classification is directly or indirectly based on the hours you work (for example, part-time or seasonal), you may be eligible for the Plan upon completing 1,000 hours of service during your eligibility computation period.

#### **Eligibility Requirements**

- You must reach age 18 before you are eligible to defer a portion of your pay to the Plan as Deferrals.
- After completing 1 consecutive months of service with Safelite you will become eligible to defer a portion of your pay to the Plan as Deferrals.
- You will be able to defer a portion of your pay into the Plan as Deferrals on the first day of the month on or after the day you have met all the age and service requirements.

### What Requirements Do I Have to Meet Before I Am Eligible for Any Matching Contributions Safelite Makes to the Plan?

#### **Matching Contributions**

You will be eligible to participate in the Plan and to receive Matching Contributions after meeting all age and service requirements unless:

- you are a member of a union collective bargaining unit and your exclusion from coverage under this Plan was part of the union's negotiated agreement.
- you are a nonresident alien and you received no earned income from within the U.S.
- you are a leased associate.
- you are an independent contractor or other individual not considered to be an actual associate, even if you are subsequently determined to be an associate.
- you are temporary or seasonal. Note, if your employment classification is directly or indirectly based on the hours you work (for example, part-time or seasonal), you may be eligible for the Plan upon completing 1,000 hours of service during your eligibility computation period.

**Eligibility Requirements**

- You must reach age 18 before you are eligible to receive Matching Contributions.
- After completing 1 consecutive months of service with Safelite you will be eligible to receive Matching Contributions.
- You will be eligible to participate in the Plan and to receive Matching Contributions on the first day of the month on or after the day you have met all the age and service requirements.

**Can I Lose My Eligibility?**

Once you satisfy the eligibility requirements and enter the Plan, you will continue to participate while you are still employed by Safelite, even if you have a break in eligibility service. A break in eligibility service occurs if you are not employed by Safelite for a 12-consecutive-month period.

If you had not yet satisfied the eligibility requirements and had a break in eligibility service, periods before your break in service will not be taken into account and you will have to satisfy the eligibility requirements following your break in service.

Periods during which you have a break in eligibility service will not count against you if you were absent because you were pregnant, had a child or adopted a child, were serving in the military, or provided service during a national emergency and reemployment is protected under federal or state law, and you return to employment within the time required by law.

After you satisfy the eligibility requirements and enter the Plan, if you terminate employment and are later rehired, you will be eligible to participate in the Plan immediately unless you fall into one of the categories of excluded associates.

**CONTRIBUTIONS & VESTING**

**What Amount Can I Contribute to the Plan?**

**Deferrals**

You will be able to contribute a portion of your Compensation as a pre-tax Deferral once you have met the eligibility requirements and enter the Plan. The maximum dollar amount that you can contribute to the Plan each year is \$18,500 (for 2018) and includes contributions you make to other deferral plans. (for example, other 401(k) plans, salary deferral SEP plans and 403(b) tax-sheltered annuity plans). This amount will increase as the cost of living increases. Your Plan Administrator may further limit the amount that you can contribute to the Plan to help the Plan satisfy certain nondiscrimination requirements. Your Plan Administrator will notify you if you are a Highly Compensated Employee and are subject to any additional limits. Deferrals (and the related earnings) are always fully vested and cannot be forfeited. So, if you were to leave Safelite, you would be entitled to the full Deferral balance (plus earnings).

The amount of your Compensation that you decide to defer into the Plan as a pre-tax Deferral will be contributed on a pre-tax basis. That means that, unlike the compensation that you receive, the pre-tax contribution (and all the earnings accumulated while it is invested in the Plan) will not be taxed at the

time it is paid by Safelite. Instead, it will be taxable to you when you withdraw it from the Plan. These contributions will reduce your taxable income each year you contribute but will be treated as compensation for Social Security taxes.

EXAMPLE: Assume your Compensation is \$25,000 per year. You decide to contribute five percent (5%) of your Compensation into the Plan. Safelite will pay you \$23,750 as gross taxable income and will deposit \$1,250 (5%) into the Plan. You will not pay taxes on the \$1,250 (plus earnings on the \$1,250) until you withdraw it from the Plan.

### **Catch-up Contributions**

If you are eligible to make Deferrals and you turn age 50 before the end of any calendar year, you may defer up to an extra \$6,000 each year (for 2018) into the Plan as a pre-tax contribution once you meet certain Plan limits. The maximum catch-up amount may increase as the cost of living increases.

These catch-up contributions will be eligible for Matching Contributions from Safelite. Catch-up contributions (and the related earnings) are considered Deferrals and are always fully vested. So, if you were to leave Safelite, you would be entitled to the full catch-up balance (plus earnings).

### **How Do I Start Making Contributions?**

To begin contributing a portion of your Compensation into the Plan, you must follow the procedures established by your Plan Administrator.

### **What If I Don't Make a Specific Election to Contribute Some of My Compensation into the Plan?**

If you are a new associate who has satisfied the eligibility requirements and you were hired on or after the date Safelite adopted this provision and you do not make a Deferral election, your Plan Administrator will automatically contribute 3% of your Compensation from each payroll into the Plan.

These contributions will be treated as pre-tax Deferrals. This amount will be increased each year by 1% per payroll once per year up to the IRS maximum. The automatic increase will occur on July 1. The amount will automatically be deducted from your paycheck and contributed to the Plan on your behalf. You are not required to participate in the Plan, and you may instruct your Plan Administrator to stop Deferrals or to defer a different percentage by following the procedures established by your Plan Administrator.

Example: You satisfy the Plan's eligibility requirements and are eligible to contribute to the Plan. You do not complete your enrollment during the designated period. You will automatically be enrolled in the Plan and 3% of your Compensation will be contributed to the Plan from each payroll rather than being paid to you as Compensation.

Example: You satisfy the Plan's eligibility requirements and enroll in the Plan by electing 0%. Because you made a specific election regarding your Deferrals, you will not be automatically enrolled in the Plan and none of your Compensation will be contributed to the Plan.

### Can I Change My Contribution Rate or Stop Making Deferrals After I Start Participating in the Plan?

You may change the amount you are deferring into the Plan or stop making Deferrals altogether at the times determined by your Plan Administrator.

If you are automatically enrolled in the Plan, in addition to stopping or changing your Deferrals, you may request a complete distribution of all your Deferrals made within 90 days after your first Deferral. The distribution will be penalty-free and will also consist of any earnings attributable to those Deferrals. Matching Contributions made by Safelite related to those Deferrals will be forfeited.

If you decide to stop making Deferrals to the Plan, you may choose to begin deferring again at the times determined by your Plan Administrator.

### What if I Contribute Too Much to the Plan?

If you contribute too much to the Plan as a Deferral, you must take the excess amount (plus any earnings on the excess) out of the Plan by April 15 of the year following the year the money was contributed to the Plan. You must notify your Plan Administrator, in writing, of the excess amount by March 1 and request that it be removed. The excess amount is taxable to you in the year you contributed it to the Plan. If you do not remove it by the deadline, additional taxes will apply.

If you are a Highly Compensated Employee, the Deferrals that you and all other Highly Compensated Employees contribute to the Plan will be compared with the Deferrals of associates who are not highly compensated. If Deferrals of the Highly Compensated Employees exceed certain limits, a portion of your Deferrals may have to be returned to you. Your Plan Administrator will notify you if you are affected by these rules.

### If I Make Plan Contributions, Will Safelite Match Any of Those Contributions?

#### **Matching Contributions**

Each year that you contribute a portion of your Compensation into the Plan as a pre-tax Deferral Safelite will make a contribution to the Plan as a Matching Contribution on your behalf based on the following formula.

Your Matching Contribution will vary depending upon the number of years you have worked for Safelite and the amount that you contribute to the Plan as a pre-tax Deferral.

- If you have worked for Safelite less than 2 years, you will receive a Matching Contribution of 25% on these contributions.
- If you have worked for Safelite more than 2 years, but less than or equal to 5 years, you will receive a Matching Contribution of 40% on these contributions.
- If you have worked for Safelite more than 5 years, you will receive a Matching Contribution of 55% on these contributions.

You will be credited with a year of service for this allocation formula if you work at least 1,000 hours during each Plan Year. Increases in Matching Contributions will go into effect January 1 of the year following your employment anniversary.

Your Matching Contribution each year will be limited to 6% of your Compensation.

### Will Safelite Make Nonelective Contributions to the Plan?

#### **Qualified Nonelective Contributions**

Safelite may decide to make a Qualified Nonelective Contribution (QNEC) to the Plan to satisfy special nondiscrimination rules that apply to the Plan. The amount of the QNEC, if any, will be determined each year by Safelite's governing body. This contribution will always be fully vested and cannot be forfeited, even if you terminate employment.

### Will Safelite Make a Top-Heavy Contribution to the Plan on My behalf?

If more than 60 percent of the assets in the Plan are held by Key Employees, Safelite may need to make an additional contribution for Participants who are not Key Employees.

### If I Have Money in Other Retirement Plans, Can I Combine Them with My Dollars Under This Plan?

#### **Rollovers**

Safelite may allow you to roll over dollars you have saved in other retirement arrangements into this Plan unless you are in the group of excluded associates. Your Plan Administrator will provide you with the information to determine whether your prior plan balance is qualified to be rolled into this Plan.

The Plan will accept amounts directly rolled over from the prior plan to this Plan *excluding* Roth Deferrals and Nondeductible Employee Contributions if the prior plan was a:

- qualified retirement plan (e.g., 401(k) plan, profit sharing plan, money purchase pension plan, target benefit plan)
- 403(b) annuity plan
- government 457 plan

The Plan will accept amounts indirectly rolled over from the prior plan to this Plan *excluding* Roth Deferrals if the prior plan was a:

- qualified retirement plan (e.g., 401(k) plan, profit sharing plan, money purchase pension plan, target benefit plan)
- 403(b) annuity plan
- government 457 plan

#### **Transfers**

Safelite may allow you to transfer dollars you have saved in other retirement arrangements into this Plan (elective transfers). Your Plan Administrator will provide you with the information to determine whether your prior plan balance is eligible to be transferred.

Rollover and Transfer contributions are always 100 percent vested and nonforfeitable.

### Are There Any Limits on How Much Can Be Contributed for Me?

In addition to the Deferral limit described previously, you may not have total contributions of more than \$55,000 (for 2018) or an amount more than 100% of your Compensation, whichever is less, allocated to

the Plan for your benefit each year. The \$55,000 limit will be increased as the cost of living increases.

### Will Contributions Be Made for Me If I Am Called to Military Service?

If you are reemployed by Safelite after completing military service, you may be entitled to receive certain make-up contributions from Safelite.

Since the Plan permits Deferrals, you may also have the option of making up missed associate contributions and receiving a Matching Contribution on these contributions.

If you are reemployed after military service, contact your Plan Administrator for more information about your options under the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

### If I Die or Become Disabled During Military Service, Will It Affect My Benefit Accruals?

If you die or become Disabled during military service, your Plan Administrator will treat you as if you had been reemployed on the day preceding your death or disability and terminated on the actual date of death or disability for purposes of determining your benefit accruals.

### Will I Be Able to Keep My Safelite Contributions if I Terminate Employment?

Matching Contributions are subject to a vesting schedule and could be forfeited if you terminate your employment. You will earn the right to a greater portion of your Matching Contributions the longer you work for Safelite. Generally, all of your years of service with Safelite count toward determining your vested percentage.

You must work at least 1,000 hours during each Plan Year to earn a year of vesting service.

If you are on active duty with the uniformed services for a period of more than 30 days and are unable to return to employment due to death or disability incurred while on active duty, the time you spent on active duty will be taken into account in determining the vested portion of your account.

The following vesting schedule applies to Matching Contributions.

<b>YEARS OF VESTING SERVICE</b>	<b>VESTED PERCENTAGE</b>
<b>Less than One</b>	25%
<b>1</b>	25%
<b>2</b>	60%
<b>3</b>	60%
<b>4</b>	60%
<b>5</b>	100%
<b>6</b>	100%

Example: You have worked for Safelite four (4) years and have received Matching Contributions of \$1,000. You terminate employment and request a distribution of your Matching Contributions. Because you have four (4) years of vesting service, you will receive 60% or \$600.

Although Safelite has adopted a vesting schedule, your balance will become 100 percent vested when:

- you reach Normal Retirement Age
- the Plan is terminated or contributions to the Plan are discontinued
- you die
- you incur a disability

Like the amounts that you contribute to the Plan as Deferrals, certain contributions that you receive from Safelite will always be fully vested and cannot be forfeited, even if you terminate employment, including:

- QNECs

### What Happens to My Non-Vested Percentage if I Terminate Employment?

If you terminate employment, you will always retain the right to the vested portion of your Plan balance. If you do not take a distribution, the non-vested portion of your Plan balance will be placed in a suspense account and will be restored to you if you are rehired before five one-year breaks in vesting service have occurred. To avoid a break in vesting service you must have worked more than 501 hours during any Plan Year.

If you decide to take a distribution of the entire vested portion of your balance, your non-vested portion will be forfeited and may be used to pay the Plan's administrative expenses. Forfeitures may also be used to reduce future Safelite contributions to the Plan. If you are rehired before five one-year breaks in vesting service occur, your forfeited amount will be restored if you repay to the Plan the full amount of your distribution.

## INVESTING YOUR PLAN ACCOUNT

Safelite has established uniform and nondiscriminatory policies describing how and when you may provide investment directions and may change those policies from time to time. You will be responsible for any expenses and losses resulting from your choice of investments.

All contributions to the Plan on your behalf will be credited to one or more separate accounts established in your name. Plan contributions are held in trust by the trustee for the exclusive benefit of participating associates and their beneficiaries.

You are permitted to direct the investment of the contributions to the Plan on your behalf among the investment options contained in the Plan's fund lineup.

### What Are the Rules Regarding Voting Rights for the Funds in My Individual Account?

In the event of a mutual fund proxy, shares of mutual funds held in your individual account under the Plan will be voted by the trustee on your behalf as directed by Safelite. In making voting decisions on the fund shares, Safelite will direct the Trustee to vote the mutual fund shares in the long-term, economic best interests of Plan participants.

### Where Can I Obtain Information About the Investment Options Available in the Plan?

When you are eligible to participate in the Plan, you will be provided with comprehensive information about the investment options available in the Plan, including an explanation of the investment objectives and policies, risk and return characteristics, past and current investment performance (net of expenses), operating expenses, and the type and diversification of assets held by each fund, and you will receive annual updates of this information. Upon request, you can also obtain more detailed information on the investments in the form of prospectuses and shareholder reports for each of the investment options that you have selected for the investment of your Plan contributions. (Please note that not all investment options may be required to produce a prospectus.) If you have any questions or require more detailed information concerning any investment option, you should call Vanguard® Participant Services or the 24-hour Vanguard VOICE® Network by dialing 1-800-523-1188.

Vanguard Participant Services provides registered associates to answer investment-related questions from 8:30 a.m. to 9 p.m. Eastern time. These associates can help you understand available investment options and basic retirement investment planning concepts. Additionally, the associates can execute transactions such as fund exchanges and contribution allocation changes.

If you prefer the flexibility and convenience of an automated network, the Vanguard VOICE® Network is available 24 hours a day, 7 days a week to accommodate and confirm your transactions. (You must use a touch-tone telephone and the personal identification number provided to you upon enrollment to access the VOICE® Network.) During normal business hours you may transfer directly to a Vanguard Participant Services associate should you wish to discuss Plan or investment-related questions.

Additionally, if you have a computer and a modem, Vanguard's website at [www.vanguard.com](http://www.vanguard.com) allows you to tap into a variety of investment information from retirement plan guidance to specific fund information to tax-planning tips.

### How Do I Change Investment Directions?

The general rule is that you may change your investment directions with respect to your future Plan contributions or existing individual account balances at any time if you act in accordance with the investment fund's prospectus or other governing document.

You are permitted to redeem shares from one fund to purchase shares of another fund under the Plan. Although every effort is made to maintain this exchange privilege, mutual fund and other investment companies reserve the right to revise or terminate this privilege, limit the amount of an exchange, or reject any exchange, at any time, without notice. Because excessive exchanges can potentially disrupt the management of a fund and increase its transaction costs, certain limitations are placed on participant exchange activity. Note also, that certain investment options, particularly funds made up of employer stock or investment contracts, may be subject to unique restrictions. Please see the prospectus or fact sheet for the funds you have selected for more details.

If you wish to make a change in investment directions, you should:

- Access Vanguard's website at [www.vanguard.com](http://www.vanguard.com).
- Call the 24-hour Vanguard VOICE® Network, using a touch-tone telephone and the PIN provided to you by dialing 1-800-523-1188
- Call Vanguard Participant Services, by dialing 1-800-523-1188 (8:30 a.m. to 9 p.m. Eastern time Monday through Friday).

The transfer of existing balances will generally be made the same day if your transaction is received in complete and good order before the close of the New York Stock Exchange, (generally 4 p.m., Eastern time), or the earliest cut-off time of the funds involved. Vanguard will send a confirmation of your change to the address on file for you with Vanguard.

### How Do I Keep Track of Individual Accounts Under the Plan?

Quarterly statements will be delivered to you showing the total amounts credited to your individual account under the Plan as of the end of each calendar quarter. These statements will reflect all Plan activities including contributions, earnings, investment exchanges, and distributions occurring within your individual account during the most recent calendar quarter. As mentioned previously, you may also call Vanguard Participant Services to discuss Plan or investment-related questions or access Vanguard's website at [www.vanguard.com](http://www.vanguard.com).

### Who Is Responsible for Investment Losses?

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act of 1974). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including, for example, Safelite, the Plan Administrator, and the trustee, will be relieved of any legal liability for any losses that are the result of the investment directions that you give. Because your Plan allows and encourages you to direct your investments and to have access to all pertinent information concerning your investments, the fiduciaries of the plan will be relieved of liability for the results of your investment decisions, as provided under Section 404(c) of ERISA.

When you direct investments, your accounts are segregated for purposes of determining the gains, earnings or losses on these investments. Your account does not share in the investment performance for other Participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. There are no guarantees of performance, and neither Safelite, the administrator, the trustee, nor any of their representatives provide investment advice or insure or otherwise guarantee the value or performance of any investment you choose.

## WITHDRAWING MONEY FROM THE PLAN & LOANS

The Plan may contain assets that are subject to additional restrictions or requirements (e.g., if you have Plan assets that are transferred from a money purchase pension plan) or are not specifically addressed in this section. Please contact your Plan Administrator for information regarding these assets.

The distribution options below that apply to Deferrals will also apply to contributions made as a

- Qualified Non-Elective Contribution (QNEC)

## Can I Withdraw from the Plan While I Am Still Employed?

### **In-Service Distributions**

- You may take a distribution at any time from the following accounts within your Plan.
  - Rollover contributions
  - Transfer contributions
- You may take a distribution of your pre-tax Deferrals while you are still employed but only after you reach age 59½.
- You may take a distribution from the Deferrals or Matching Contributions in your Plan account if you become Disabled.
- You may take a distribution of Matching Contributions when you reach age 59 ½, even if you are still employed by Safelite.
- If you are eligible to receive an in-service withdrawal of Matching Contributions, you may take unlimited in-service withdrawals while you are still employed by Safelite.
- If you are on active duty in the uniformed services for a period of more than 30 days, you may take a distribution of your Deferrals from the Plan without severing from employment with Safelite. But, if you choose to take distributions under this provision, you will not be permitted to make Deferrals to the Plan during the six-month period beginning on the date of the distribution.

### **Hardship**

- If you have a financial hardship, you may take a distribution from your pre-tax Deferrals
- You may not take a distribution for a financial hardship from your QNEC
- The types of expenses that qualify for a hardship distribution include
  - Unreimbursed medical expenses for you, your spouse, or your dependents;
  - payment to purchase your principal residence;
  - post-secondary tuition and education-related expenses for you, your spouse, your child, or your dependents;
  - payments to prevent eviction from your principal residence;
  - funeral expenses for your parent, your spouse, or your dependents;
  - payments to repair your principal residence that would qualify for a casualty loss deduction.

Before you take a hardship distribution, you must take all other distributions and all nontaxable loans available to you under the Plan. If you take a hardship distribution of Deferrals, you will not be eligible to make Deferrals for the next six months. If you are under age 59½, the amount you take out of the Plan as a hardship distribution will be subject to a 10 percent penalty tax.

### What Money is Available Once I Terminate My Employment?

Once you are no longer working for Safelite, you may take a distribution of the vested portion of all the following types of contributions to the Plan.

- Deferrals
- Matching Contributions
- Rollover contributions
- Transfer contributions

### How Do I Request a Distribution?

You must follow the procedures established by your Plan Administrator.

If you are taking a hardship distribution, you must provide verification that you have a hardship event that qualifies for a Plan distribution.

If you die, become Disabled, or reach Normal Retirement Age and you qualify for and request a distribution, your distribution will be made as soon as administratively feasible after the date you (or your beneficiary in the case of your death) request it.

If you terminate employment and you qualify for and request a distribution, your distribution will be made as soon as administratively feasible after the date you (or your beneficiary in the case of your death) request it.

### If I Am Married, Does My Spouse Have to Approve My Distributions from the Plan?

Generally, you are not required to get consent from your spouse to take a distribution or loan from the Plan.

### How Will My Money Be Distributed to Me If I Request a Distribution from the Plan?

You may choose from the following options for your distribution:

- Lump Sum
- Partial payments (payments of a portion of your account that are not regularly scheduled)
- Installment payments (regularly scheduled payments of a portion of your account)

### Do Any Penalties or Restrictions Apply to My Distribution?

Generally, if you take a distribution from the Plan before you are age 59½, a 10 percent early distribution penalty will apply to the taxable portion of your distribution. There are some exceptions to the 10 percent penalty. Your tax adviser can assist you in determining whether you qualify for a penalty exception.

If your distribution is eligible to be rolled over and you choose to take the distribution rather than roll over the amount, 20 percent of the distribution must be withheld and remitted to the IRS as a credit toward the taxes you will owe on the distribution amount.

EXAMPLE: You request a \$10,000 distribution from your account balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over, you will receive \$8,000 and \$2,000 will be remitted to the IRS.

If you have made Roth Deferrals into the Plan, each distribution will consist of a portion of your Roth Deferrals and a portion of the earnings attributable to the Roth Deferrals (which have not been taxed). The earnings will be included in income and generally subject to the 10% early distribution penalty unless you are eligible to take a qualified Roth distribution. You may take a qualified Roth distribution only if at least five years have passed since you first began making Roth Deferrals and you take the distribution because you reach age 59½, you become Disabled, or you die, and the payment is being made to your beneficiary.

### Can I Take a Loan from the Plan?

Although the Plan is designed primarily to help you save for retirement, you may take a loan from the Plan. See your Plan Administrator for information on taking a loan from the Plan.

### Will I Ever Be Required to Take My Money Out of the Plan?

How long you can leave your money in the Plan depends on the amount you have in the Plan and whether you are still employed.

#### **Balance of \$1,000 or Less**

If your vested balance at the time you terminate from employment is \$1,000 or less, you must take it out of the Plan when you terminate employment. If you do not tell your Plan Administrator what to do with your account in the Plan (e.g., roll it over to an individual retirement arrangement (IRA)), your Plan Administrator will distribute your Plan account as a lump sum.

#### **Balance between \$1,000 and \$5,000**

If your vested account balance is between \$1,000 and \$5,000, you must take it out of the Plan when you terminate employment, or your Plan Administrator will roll it over to an IRA that is established for you.

The amount distributed and rolled over into an IRA by the Plan Administrator (and not authorized by you) will be invested in a product designed to preserve principal and to provide a reasonable rate of return and liquidity. The IRA provider that receives the rollover may charge fees and expenses for maintaining the IRA, and these fees and expenses may be assessed directly against the assets of the IRA or billed directly to you. You will be provided more information regarding the IRA provider if you become subject to this provision. For more information concerning the rollover procedures, the IRA provider, and the fees and expenses relating to the IRA, please contact your Plan Administrator, whose address and telephone number are found in the ADMINISTRATIVE INFORMATION AND RIGHTS UNDER ERISA section of this document.

### **Balance greater than \$5,000**

If your vested account balance is greater than \$5,000, even if you terminate service, you are not required to take a distribution from the Plan until the required minimum distribution rules apply to you. However, if Safelite chooses, your balance may be immediately distributed to you if you have separated from service and reached the later of age 62 or Normal Retirement Age.

Rollover contributions will be included in determining your balance for these purposes.

### **Required Minimum Distributions**

When you reach age 70½ and separate from service, you will need to begin taking a portion of your balance out of the Plan each year. If you are a five percent owner of Safelite, you will need to begin taking payments at age 70½ even if you are still employed.

### **What If I Die Before Receiving All of My Money from the Plan?**

If you die before taking all your assets from the Plan, the remaining balance will be paid to your designated beneficiary. If you do not name a beneficiary and you are married, your spouse will be your beneficiary. If you do not name a beneficiary and you are not married, your remaining balance in the Plan will be paid to your estate.

To designate your beneficiary, you must follow the procedures established by your Plan Administrator. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. It is important to review your designation from time to time and update it if your circumstances change (e.g., if you divorce, or a named beneficiary dies).

### **What Happens to My Benefits if I Die?**

Your beneficiary will generally have the same options regarding the form of the distribution that are available to you as a Participant. Your spouse beneficiary may also have the option of rolling over a distribution into an IRA in their own name.

If you die after you start taking your required distributions, your beneficiary must continue taking distributions from the Plan at least annually. If you die before you start taking your required distributions, your beneficiaries may have the option of:

- (1) taking annual payments beginning the year following your death (or the year you would have reached age 70½, if your spouse is your beneficiary), **OR**
- (2) depleting the entire balance of the account by the end of the year in which the fifth anniversary of your death occurs. Beneficiaries that choose this option do not have to take annual payments, provided they take the entire amount by the end of that fifth year.

The Plan will permit your beneficiaries to take a payment of their portion of the individual account or directly roll over their portion of the individual account to an inherited individual retirement arrangement (IRA). If rolled over, such a distribution must otherwise qualify as a distribution that is eligible for rollover.

Effective beginning 2009, if you are a beneficiary using the five-year rule for distributions of your benefits, 2009 does not count toward determining the end of the five-year period. For example, if the Participant died in 2008, you will have until December 31, 2014, instead of December 31, 2013, to deplete your account under the Plan.

### What If the Plan Is Terminated?

If the Plan is terminated, you will be required to take your entire account balance from the Plan.

## ADMINISTRATIVE INFORMATION & RIGHTS UNDER ERISA

### Who Established the Plan?

The official name of the Plan is Safelite Group Associates' Retirement Savings Plan. The Employer who adopted the Plan is:

Safelite Group, Inc.  
2400 Farmers Drive  
Columbus, Ohio 43235  
614-210-9000

**Federal Tax Identification Number:** 31-1725961

**Fiscal Year End:** 12/31

Safelite has assigned Number 003 to the Plan.

Additional Employers that share common ownership with Safelite may also adopt the Plan. You may obtain a complete list of other Employers adopting the Plan by submitting a written request to your Plan Administrator.

### The Plan trustee is:

Vanguard Fiduciary Trust Company.  
P.O. Box 2900, Valley Forge, PA 19482  
(800) 523-1188

The Employer makes the contribution to a trust fund where all assets are held for the benefit of the Participants. The Plan is a 401(k)-profit sharing defined contribution plan, which means that contributions to the Plan made on your behalf (and earnings) will be separately accounted for within the plan.

### Who Is Responsible for the Day-to-Day Operations of the Plan?

Your Plan Administrator (Safelite) is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, your Plan Administrator may appoint others to act on its behalf or to perform certain functions.

### Who Pays the Expenses Associated with Operating the Plan?

All reasonable Plan administration expenses, including those involved in retaining necessary professional assistance, may be paid from the assets of the Plan. These expenses may be allocated among you and all other Plan participants or, for expenses directly related to you, paid from your account balance. For example, you may be charged for fees that may be directly related to you including general recordkeeping fees and expenses related to processing your distributions or loans (if applicable), qualified domestic relations orders, and fees related to your ability to direct the investment of your Plan balance, if applicable. Finally, Safelite may, in its discretion, pay any or all these expenses. For example, Safelite may pay expenses for current associates but may deduct the expenses of former associates directly from their accounts. Your Plan Administrator will provide you with a summary of all Plan expenses and the method of payment of the expenses periodically, as required, and upon request.

### Does Safelite Have the Right to Change the Plan?

The Plan will be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. Safelite also has the right to amend the Plan to add new features, to change or eliminate various provisions, or to terminate the plan. Safelite cannot amend the Plan to take away or reduce protected benefits under the Plan. For example, Safelite cannot reduce the vesting percentage that applies to your current balance in the Plan.

### Does Participation in the Plan Provide Any Legal Rights Regarding My Employment?

The Plan does not intend to provide, and does not provide, any additional rights to employment or constitute a contract for employment. The purpose of this SPD is to help you understand how the Plan operates and what benefits are available to you under the Plan. The Plan document is the legal document that controls how the Plan operates and determines any rights granted under the Plan. If there are any inconsistencies between this SPD and the Plan document, the Plan document will be followed.

### Can Creditors or Other Individuals Request a Distribution from My Plan Balance?

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One exception to this rule is that your Plan Administrator may distribute or reallocate your benefits in response to a qualified domestic relations order. A domestic relations order is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an ex-spouse or legally separated spouse. Your Plan Administrator will review the order to ensure that it meets certain criteria (is qualified) before any money is paid from your account. You (or your beneficiary) may obtain, at no charge, a copy of the procedures your Plan Administrator will use for reviewing and qualifying a domestic relations order.

### How Do I File a Claim?

To claim a benefit that you are entitled to under the Plan, you must file a written request with your Plan Administrator. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize your Plan Administrator to conduct any necessary examinations and take the steps to evaluate your claim.

## What If My Claim is Denied, In Whole or In Part?

### **Non-Disability Determination**

Except as described below, if your claim is denied (in whole or in part), your Plan Administrator will provide you (or your beneficiary) with notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 90 days after the date your claim was filed. The 90-day period may be extended for up to 90 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 90-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

The period within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

- (1) The specific reason or reasons for the Adverse Determination;
- (2) Reference to the specific section of the Plan on which the Adverse Determination is based;
- (3) A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary; and
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review

### **Disability Determination**

Except as described below, if your disability claim is denied, (in whole or in part), your Plan Administrator will provide notice, in writing or in any allowable format, of the Adverse Determination within a reasonable amount of time, but not later than 45 days after the date your claim was filed. The 45-day period may be extended for up to 30 days if your Plan Administrator determines that an extension is necessary to process your claim due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your claim.

If, before the end of the 30-day extension, your Plan Administrator determines that, due to matters beyond the control of the Plan, a decision regarding your claim cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that your Plan Administrator notifies you, in writing or in any other allowable format, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date by which a decision is expected to be made regarding your claim. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days

within which to provide the specified information.

The period within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of an Adverse Determination, if applicable. The notification will provide the following:

- (1) the specific reason or reasons for the Adverse Determination;
- (2) Reference to the specific section of the Plan on which the Adverse Determination is based;
- (3) A description of any additional material or information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following a claim denial on review;
- (5) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - a. The views you presented to the Plan of the health care professionals treating you and the vocational professionals who evaluated you;
  - b. The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your Adverse Determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - c. A disability determination you presented the Plan made by the Social Security Administration;
- (6) If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request;
- (7) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was relied upon in making the Adverse Determination, or alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
- (8) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim for benefits.

### May I Appeal the Decision of My Plan Administrator?

#### **Non-Disability Determination**

You or your beneficiary will have 60 days from the date you receive the notice of an Adverse Determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your appeal within a reasonable amount of time, but not later than 60 days after the date your request for review was filed. The 60-day period may be extended for up to 60 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any allowable format, before the end of the initial 60-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal.

The period within which approval or denial of your claim is required to be made generally begins at the time your appeal is filed. If the period of time is extended because you fail to submit information necessary to decide your appeal, the period for approving or denying your appeal will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

In the case of an Adverse Determination, the notification will provide the following:

- (1) the specific reason or reasons for the Adverse Determination;
- (2) Reference to the specific section of the Plan on which the Adverse Determination is based;
- (3) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim; and
- (4) A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA.

**Disability Determination**

You will have 180 days from the date you receive the notice of an adverse benefit determination within which to appeal your Plan Administrator's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

Your claim will be reviewed independent of your original claim and will be conducted by a named fiduciary of the Plan other than the individual who denied your original claim or any of his or her

associates.

In deciding an appeal of an Adverse Determination that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

Your Plan Administrator will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the Adverse Determination was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her associates.

Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the outcome of your appeal within a reasonable amount of time, but not later than 45 days after the date your request for review was filed. The 45-day period may be extended for up to 45 days if your Plan Administrator determines that an extension is necessary to process your appeal due to special circumstances. Your Plan Administrator will notify you, in writing or in any other allowable format, before the end of the initial 45-day period, of the reason(s) for the extension and the date by which a decision is expected to be made regarding your appeal. Your Plan Administrator will provide you with notice, in writing or in any allowable format, of the final outcome of your claim within a reasonable amount of time, but not later than 60 (45 if the claim is for disability) days after the date your request for review was filed. The 60-day period may be extended by the Plan if the Plan Administrator determines that an extension is necessary due to matters beyond the control of the Plan. The Plan Administrator will notify you, before the end of the 60-day period, of the reason(s) for the extension and the date the Plan expects to decide. Generally, the extension period will end prior to 120 days from the date your request for review was filed.

The period within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Plan Administrator will provide you, free of charge, any new or additional evidence that was considered, relied upon, or generated by the Plan, insurer or other person making the benefit determination for your claim as well as any new or additional rationale that was the basis of the benefit determination for your claim. Such new or additional information will be provided as soon as possible and sufficiently in advance of the date on which the notice of the Adverse Determination is required to be provided to you so that you will have a reasonable opportunity to respond.

In the case of an Adverse Determination, the notification will include:

- (1) The specific reason or reasons for the Adverse Determination;
- (2) Reference to the specific section of the Plan on which the Adverse Determination is based;
- (3) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;

- (4) A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA, including any contract limitations period that applies to your right to bring such action and the calendar date on which the limitation period expires;
- (5) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - a. The views you presented to the Plan of the health care professionals treating you and the vocational professionals who evaluated you;
  - b. The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your Adverse Determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - c. A disability determination you presented the Plan made by the Social Security Administration;
- (6) If the Adverse Determination is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical judgement for the Adverse Determination, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request; and
- (7) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was relied upon in making the Adverse Determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.

### If I Need to Take Legal Action with Respect to the Plan, who is the Agent for Service of Legal Process?

The people who can be served with legal papers regarding the Plan are your Plan Administrator or the Plan trustee.

### If the Plan Terminates, Does the Federal Government Insure My Benefits Under the Plan?

If the Plan terminates, you will become fully vested in your entire balance under the Plan, even though you would not otherwise have enough years of vesting service to be 100 percent vested in your balance. You will be entitled to take your entire balance from the Plan following termination.

The Plan is not insured by the Pension Benefit Guaranty Corporation, the government agency that insures certain pension plan benefits upon plan termination.

### What Are My Legal Rights and Protections with Respect to the Plan?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following:

#### **Receive Information About Your Plan and Benefits**

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all Plan 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.

2. Obtain, upon request, in a manner acceptable to the Plan Administrator, to the Plan Administrator, copies of documents governing the operations of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may charge a reasonable fee for the copies.
3. 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.
4. Obtain, once a year, a statement of the total pension benefits accrued and the vested pension benefits (if any) or the earliest date on which benefits will become vested. The Plan may require a written request for this statement, but it must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including Safelite, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you may 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 or a medical child support order, you may file suit in Federal court. If 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 the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court 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 area 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.

Further, if this Plan is maintained by more than one Employer, you may obtain a complete list of all such Employers by making a written request to your Plan Administrator.

## DEFINITIONS

### **Adverse Determination**

An Adverse Determination is a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of your or your beneficiary's eligibility to participate in the Plan.

### **Compensation**

The definition of Compensation under the Plan can differ depending upon the purpose (e.g., allocations, nondiscrimination testing, deductions).

### *Deferrals and Qualified Nonelective Contributions (QNECs)*

In general, the amount of your earnings from Safelite taken into account under the Plan is all earnings reported to you on Form W-2.

Compensation will include amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) tax-sheltered annuity plan, a 414(h) government pick-up plan, a 457 deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive.

Unless otherwise indicated, if you receive payments from Safelite within two and a half (2.5) months after severing your employment, any regular pay for services you performed prior to severance will be included in Compensation.

If Safelite chooses to provide differential pay to you while you are on active duty with the uniformed services for a period of more than 30 days, the pay will be considered additional Compensation paid to you for purposes of determining Plan contributions. See your Plan Administrator to determine if Safelite provides differential pay.

The definition of Compensation used under the Plan has been further adjusted to exclude the following amounts:

- Amounts earned before the date you have entered the Plan
- Amounts deemed to be compensation that relate to an automatic enrollment cafeteria plan where you fail to provide proof of insurance
- Post-severance payments of unused accrued sick, vacation or other leave that you are entitled to receive

- Post-severance payments of amounts received under a nonqualified unfunded deferred compensation program
- Annuity, Auto, Award-IMP, BESP, Car Allowance, Defer Comp, Defer Comp Payout, Executive Employment Agreement, Incentive Accrual, Group Term Life Imputed Income, Mileage Pay, Miscellaneous Earnings, Miscellaneous Legal, Moving Expense, Non-Compete, Personal Use, Rabbi Trust Earnings, Relocation, Safelite Fund, SERP Payment, SERP Imputed Income, Settlement, Split Dollar Insurance, Severance, Stock Options, Transaction Bon1, Transaction Bon2, Third Party Sick Pay. Notwithstanding anything to the contrary, Safelite does not utilize the rule of parity.

The measuring period for Compensation will be the Plan Year.

#### Matching Contributions

In general, the amount of your earnings from Safelite taken into account under the Plan is all earnings reported to you on Form W-2.

Compensation will include amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) tax-sheltered annuity plan, a 414(h)-government pick-up plan, a 457 deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive.

Unless otherwise indicated, if you receive payments from Safelite within two and a half (2.5) months after severing your employment, any regular pay for services you performed prior to severance will be included in Compensation.

If Safelite chooses to provide differential pay to you while you are on active duty with the uniformed services for a period of more than 30 days, the pay will be considered additional Compensation paid to you for purposes of determining Plan contributions. See your Plan Administrator to determine if Safelite provides differential pay.

The definition of Compensation used under the Plan has been further adjusted to exclude the following:

- Amounts earned before the date you have entered the Plan
- Amounts deemed to be compensation that relate to an automatic enrollment cafeteria plan where you fail to provide proof of insurance
- Post-severance payments of unused accrued sick, vacation or other leave that you are entitled to receive
- Post-severance payments of amounts received under a nonqualified unfunded deferred compensation program
- Annuity, Auto, Award-IMP, BESP, Car Allowance, Defer Comp, Defer Comp Payout, Executive Employment Agreement, Incentive Accrual, Group Term Life Imputed Income, Mileage Pay, Miscellaneous Earnings, Miscellaneous Legal, Moving Expense, Non-Compete, Personal Use, Rabbi Trust Earnings, Relocation, Safelite Fund, SERP Payment, SERP Imputed Income, Settlement, Split Dollar Insurance, Severance, Stock Options, Transaction Bon1, Transaction Bon2, Third Party Sick Pay. Notwithstanding anything to the contrary, Safelite does not utilize the rule of parity.

The measuring period for Compensation will be the Plan Year.

The maximum amount of Compensation that will be taken into account under the Plan is \$275,000 (for 2018). This amount increases as the cost of living rises.

### **Deferrals**

Deferrals are the amounts you choose to contribute to the Plan through payroll deduction on a pre-tax basis.

### **Disabled**

You will be considered Disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months or result in your death.

### **Employer**

The Employer is Safelite Group, Inc. and other businesses sharing common ownership unless they have been specifically excluded from participation. Safelite will also serve as the Plan Administrator, as defined in ERISA, who is responsible for the day-to-day operations and decisions regarding the Plan, unless a separate Plan Administrator is appointed for all or some of the Plan responsibilities.

### **Highly Compensated Employee**

A Highly Compensated Employee is any associate who:

1. Was a five percent owner at any time during the year or the previous year, or
2. For the previous year had Compensation from Safelite greater than \$120,000 (for 2018). The \$120,000 threshold is increased as the cost of living increases.

Additional provisions selected by Safelite may impact the definition of a Highly Compensated Employee. Contact your Plan Administrator for additional details.

### **Hours of Service**

Hours of Service will be defined differently for different purposes under the Plan:

- Hours of Eligibility Service – For purposes of determining Plan eligibility, hours of service will be based on elapsed time (credit for the period of time from your first day of employment through the date you incur a break in service).
- Hours of Vesting Service – For purposes of determining the vested percentage of your benefits under the Plan, Hours of Service will be based on actual hours for which you are entitled to pay.
- Hours of Service to Qualify for Employer Contributions – For purposes of determining your eligibility to receive Safelite contributions, hours of service will be based on actual hours for which you are entitled to pay.

### **Key Employee**

A Key Employee is any employee who in the determination year is:

1. An officer of Safelite whose annual Compensation is greater than \$175,000 (for 2018);
2. A five percent owner of Safelite; or
3. A one percent owner of Safelite who has Compensation of more than \$150,000.

The \$175,000 threshold for officers increases periodically as the cost of living increases.

### **Matching Contribution**

A Matching Contribution is a contribution Safelite may make into the Plan based on the formula in the Plan document and on the amount of Deferrals and/or Nondeductible Employee Contributions you contribute to the Plan.

### **Normal Retirement Age**

The Normal Retirement Age for the Plan is age 65.

### **Participant**

A Participant is an associate of Safelite who has satisfied the eligibility requirements and entered the Plan.

### **Plan**

The Safelite Group Associates' Retirement Savings Plan is the Plan described in this Summary Plan Description.

### **Plan Administrator**

Safelite is your Plan Administrator and is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, Safelite may appoint others to act on its behalf or to perform certain functions.

### **Plan Year**

The Plan Year is the calendar year.

### **Predecessor Employer**

You will be given credit for your Hours of Service with All business acquisitions for purposes of:

- Eligibility
- Vesting
- Allocation of contributions

### **Profit Sharing Contribution**

A Profit-Sharing Contribution is a contribution Safelite may choose to make each year based on the formula in the Plan document for Participants who meet the Profit-Sharing Contribution eligibility requirements. Your eligibility to receive Profit Sharing Contributions does not depend on whether you make Deferrals.

### **Qualified Nonelective Contribution**

A Qualified Nonelective Contribution (QNEC) is a contribution Safelite may make to the Plan to satisfy certain nondiscrimination tests that apply to the Plan. Safelite may also make a QNEC based on the

formula in the Plan document each year for those who meet the eligibility requirements for a QNEC. Your eligibility to receive a QNEC does not depend on whether you make Deferrals. A QNEC contribution is 100 percent vested when made.

**Tax Year End**

Safelite's Tax Year End is 12/31.