HOSPITALITY INDUSTRY

401(k) PLAN

November 2018

Summary Plan Description

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November 2018

PLAN HIGHLIGHTS

Plan Highlights briefly describes the Hospitality Industry 401(k) Plan (the "Plan"). The rest of this booklet explains in greater detail how the Plan works.

The Plan was started on November 1, 1999.

The Plan:

- Lets you defer a percentage of your pay by making 401(k) elective deferral contributions under the Plan.

- Provides that your account resulting from any money you contribute always belongs to you.

- Gives you tax deferral on any earnings until you receive them as benefits.

If you are already making 401(k) elective deferral contributions, you are on your way to a more secure future. If you aren't making 401(k) elective deferral contributions, there's still time to start.

About This Booklet

This booklet is the Summary Plan Description. It explains how the Plan currently works, when you qualify for benefits, and other information.

If any part of this Summary Plan Description (booklet) conflicts with the terms of the Plan, the terms of the Plan will be followed. The Plan is much more detailed.

The terms "your account" and "your vested account" refer to the account that has been set up for you under the Plan. This account includes the amounts contributed to the Plan on your behalf and any investment gains and losses. Use of these terms does not give you any rights to the account or any assets of the Plan other than those described in this booklet.

The terms "in writing" and "written" generally refer to paper documents. These terms may also refer to an electronic means of sending or receiving information that is acceptable to the Plan administrator and is allowable by law.

Ask your Administrative Manager if you have questions. The Administrative Manager is appointed by the Board of Trustees. Contact information for the Administrative Manager is set forth in Part 8.

If you have questions about your account (such as investment options or distributions), you may contact the Prudential Retirement® which holds the Plan's assets, at www.prudential.com or the Prudential Participant Service Center at the toll free number 1-877-778-2100.

Este libro contiene un resumen en ingles de sus derechos y beneficios en este Plan bajo el Hospitality Industry 401(k) Plan. Si tiene dificultad en entender cualquier parte de este libro, puede escribir a Prudential Retirement, 30 Scranton Office Park, Scranton, PA 18507 el Administrador del Fund. Tambien puede llamar a la oficina del Administrador en Scranton, PA at 1-877-778-2100 para ayuda entre las horas del las 8:30 de la manana hasta las 4:30 de la tarde, lunes a viernes.

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PART 1 - JOINING THE PLAN

When You Join

You join the Plan as an active participant when you become an eligible employee. This date is your entry date.

Eligible Employee means you are an employee of an employer whose collective bargaining agreement or participation agreement with the Plan obligates it to contribute to the Plan on your behalf, provided that, if you are not working under a collective bargaining agreement, you are not a highly compensated employee ($120,000 in 2018).

Signing Up

To make 401(k) elective deferral contributions, you complete an elective deferral agreement. Part 2 tells you more about these contributions.

You need to name the person who will receive any death benefit if you die before retirement by filing the appropriate form with Prudential Retirement®. If you name someone other than your spouse, your spouse must agree to your selection.

You need to tell us how you wish to use the investment options available for your account (see Part 3).

Changes in Your Participation

You become an inactive participant on the date you are no longer an eligible employee.

You stop being a participant on the date you are not an eligible employee and your account is zero.

You rejoin the Plan as an active participant when you work another hour for a participating employer as an eligible employee.

PART 2 - CONTRIBUTIONS TO THE PLAN

Plan contributions create an account for you. That account holds your money. Contributions share in investment earnings or losses. You don't pay taxes on any earnings until later—when you receive that money.

401(k) Elective Deferral Contributions

When you sign up, you tell a participating employer how much of your pay you want to defer. You may defer as much as 50% of your pay.

The percentage or dollar amount that you elect to defer must be a whole percentage or whole dollar amount. For example, you may elect to defer 2% of your pay, but you may not elect to defer 2.5% of your pay.

You sign up by completing an elective deferral agreement, which you can get from your employer by calling the Prudential Participant Service Center at 1-877-778-2100. Your 401(k) elective deferral contributions will begin or change as soon as administratively feasible following your entry date or any following first day of the month. Your agreement to stop your deferrals may be made on any date and will be effective as soon as administratively feasible following that date.

Your 401(k) elective deferral contributions are pre-tax elective deferral contributions. These contributions reduce your total taxable income which reduces your current taxes. These contributions and any earnings will be taxed later when received as a benefit.

Your 401(k) elective deferral contributions:

- **Build** income for your retirement years.
- **Reduce** your income taxes, letting you save for the future with dollars you would otherwise pay in current taxes.
- **May provide** investment earnings that aren't taxed until you get your benefits.

You may make catch-up contributions in a taxable year if you will be at least age 50 by the end of that year. Catch-up contributions are 401(k) elective deferral contributions in excess of any limit on such contributions under the Plan. For 2018, the maximum catch-up contribution is $6,000. For years after 2018 the maximum is subject to change each year for cost of living changes.

Social Security tax is based on your income before you defer. That means your Social Security benefits stay the same no matter how much you defer.

Federal law limits the amount you can defer under all Plans. You can find information about the limits at the end of Part 2.

Makeup Contributions

You can make up missed 401(k) elective deferral contributions when you return to work for a participating employer after a period of qualified military service as required by law.

Helpful Terms

Pay means your total pay including your elective contributions to any of a participating employer's Plans. For purposes of all contributions, pay excludes any expense repayments or other allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits.

Elective contributions are salary reduction amounts contributed by a participating employer at an employee's election to a 401(k) Plan, simplified employee pension, cafeteria Plan, qualified transportation fringe benefit Plan, or tax sheltered annuity. Elective contributions also include amounts deferred under a 457 Plan.

Pay includes differential wage payments (amounts paid to you by your employer while you are on military duty that are in addition to your military pay).

Limits

401(k) Elective Deferral Limits

The law limits the amount you may defer in any tax year. For 2018, the limit under all Plans of this type is $18,500. For years after 2018 the limit is subject to change each year for cost of living changes. If you are also a participant in a Plan of an unrelated employer, this limit applies to the amount you defer under both Plans. The combined limit for unrelated Plans is increased if you will be at least age 50 by the end of the year. For 2018, the increase will be $6,000 for a combined limit of $24,500. For years after 2018, the increase is subject to change each year for cost of living changes. If you are over the limit, you should request one or both Plans to pay any excess to you. Only amounts over the limit may be paid to you, but you may choose whether it is paid from one or both Plans. If you don't have the excess paid to you, it is taxable to you, but stays in the Plans to be taxed again later when you receive it. Under this Plan, you must contact the Prudential Participant Service Center at 1-877-778-2100 by March 1 of the following year if you want any excess paid to you.

If you are a highly paid employee, the law may limit your contributions. Because of the limit, a participating employer will either restrict the amount you can contribute in the future, or return your contributions over the limit. Your returned 401(k) elective deferral contributions will be treated as regular taxable income. The amount paid to you will include any earnings.

Pay Limits

The law limits the amount of pay that may be used to determine contributions each year. The 2018 limit is $275,000. This limit is subject to change each year for cost of living changes.

415 Limits

The law also limits the amount of contributions that can be made for or by you to the Plan in a year to the lesser of 100% of pay or a dollar limit. This limit applies to all defined contribution Plans of a participating employer. The dollar limit for years beginning after December 31, 2017 is $55,000. This limit is subject to change each year for cost of living changes.

If you want to know more about these limits call the Prudential Participant Service Center at the toll free number 1-877-778-2100.

Rollovers from Other Plans

Under certain circumstances, you may roll over an amount from another plan to this Plan. The amount comes from contributions made because of your past participation in that other Plan. This is a rollover contribution and it becomes a part of your vested account.

A direct rollover (a distribution paid directly to the Plan) may come from:

- other qualified plans (including after-tax employee contributions and excluding any portion of a designated Roth account)
- tax sheltered annuity plans (excluding after-tax employee contributions and any portion of a designated Roth account)
- governmental 457 plans (excluding any portion of a designated Roth account)

A participant rollover (a distribution first paid to you) may come from:

- other qualified plans (excluding after-tax employee contributions and any portion of a designated Roth account)
- tax sheltered annuity plans (excluding after-tax employee contributions and any portion of a designated Roth account)
- governmental 457 plans (excluding any portion of a designated Roth account)
- traditional IRAs if the amounts would be included in gross income

Rollover contributions must meet federal rules. You may contact Prudential Retirement® by calling the Prudential Participant Service Center at 1-877-778-2100 if you are interested in knowing more about them. You decide how to use the investment options for your rollover contributions.

PART 3 - YOUR ACCOUNT: VESTING AND GENERAL INFORMATION

Your Account

Your contributions are credited to your account. Your account equals the current value of these contributions.

Investing Your Account

Contributions made to your account are invested to provide benefits under the Plan. The Board of Trustees decides which investment options are available for your account.

You can

(1) find out your account balance,

(2) direct the investment of new contributions to the Plan and change how your existing account balance is invested, or

(3) rebalance your account

by accessing the Prudential Retirement® website at www.prudential.com or calling the Prudential Participant Service Center, on any business day the New York Stock Exchange is open.

If you do not make an investment choice, the default investment will be the Vanguard Target Retirement Investment Fund appropriate for you based on when you reach age 65. Remember, you can review the investment options available under the Plan and change your investments at any time, by going to the Prudential Participant Service Center at the toll free number 1-877-778-2100.

The Plan is intended to be a plan described in section 404(c) of the Employee Retirement Income Security Act (ERISA) and Section 2550.404c-1 of Title 29 of the Code of Federal Regulations. This means that the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment decisions made, and investment instructions given by you as a Plan participant or beneficiary with respect to the investment of money in your Plan account. The 404(c) fiduciary for the Plan is the Board of Trustees.

To get information about the investments available under the Plan, you should call the Prudential Participant Service Center at the toll free number, 1-877-778-2100.

Vesting in Your Account

The part of your account to which you always have a right is called your vested account.

Under this Plan, you are always 100% vested in your total account.

PART 4 - WHEN THE PLAN PAYS BENEFITS

Your vested account will be used to provide benefits. If you stop working for all participating employers and your vested account is $1,000 or less, your benefits will be paid to you at that time.

At Retirement

Benefits will start on or after your normal retirement date if you are not working for any participating employer, you have a vested account under the plan, and you have elected the form of benefit to be paid to you. You may choose to have benefits paid on this date even if you are still working for a participating employer. Call the Prudential Participant Service Center at the toll free number, 1-877-778-2100, to initiate your distributions.

If you continue working for a participating employer after your normal retirement date, your benefits will start on your late retirement date, unless you elect otherwise.

Normal retirement date means the date you reach age 65.

Late retirement date means, if you continue working for any participating employer after your normal retirement date, the earliest first day of the month on or after the date you stop working. Your benefits may begin after your late retirement date. If you think you would like to delay your benefits, talk to the Administrative Manager before your late retirement date.

You may choose to have your benefits start on the first day of any month after your normal retirement date and before you stop working. If you do, that date becomes your late retirement date.

Required Beginning Date

Under the law you must begin receiving benefits by your required beginning date. Your required beginning date is the April 1 following the later of the calendar year in which you reach age 70 ½ or stop working for all participating employers. However, if you are a 5% owner, your benefits must begin by the April 1 following the calendar year in which you reach age 70 ½.

At Termination

If you stop working for all participating employers before you are eligible to retire, you may choose to have all or any part of your vested account paid to you at any time. Call the Prudential Participant Service Center at the toll free number, 1-877-778-2100, to initiate your distribution.

You may leave your account under the Plan if your vested account is more than $5,000. It will continue to participate in the Plan investments and provide benefits when you retire or die.

Leaving employment with one participating employer and taking a job with another participating employer is not a termination under the Plan. Your account stays in the Plan. A list of participating employers is available from the Administrative Manager.

If you stop working for all participating employers before you are eligible to retire and your vested account balance is more than $1,000 but does not exceed $5,000, your vested account will be distributed in accordance with the terms of the Plan. If you do not elect to have the account balance paid directly to you or to an eligible retirement plan in a direct rollover, the Plan Administrator will automatically roll over the distribution to an individual retirement plan designated by the Plan Administrator. In such case, the distribution will be invested in an investment product that is designed to preserve principal and provide a reasonable rate of return and the fees and expenses attendant to the individual retirement will be charged to your account. For further information regarding the Plan's automatic rollover provisions, the individual retirement plan provider and the fees and expenses relating to the individual retirement plan, you may contact Prudential Retirement® at 20 Scranton Office Park, Scranton, PA 18507 or call the Prudential Participant Service Center at 1-877-778-2100. If your vested account balance is $1,000 or less, and you do not elect to have such distribution paid directly to an eligible retirement plan or to receive the distribution directly, the Plan Administrator will pay the distribution to directly to you.

At Death

If you die before benefits start, your vested account will be paid to your spouse or beneficiary in a single sum.

PART 5 - WITHDRAWALS FROM YOUR ACCOUNT DURING EMPLOYMENT

Your request for withdrawal must be in writing on a form provided by the Administrative Manager. You must complete and return it before the date of withdrawal.

A charge or restriction might apply for some investment options if you make a withdrawal. Talk with your Administrative Manager before you complete the form.

Withdrawals from Your Rollover Contributions

You may withdraw all or any part of your account resulting from rollover contributions. You may make two such withdrawals during any calendar year period. Call the Prudential Participant Service Center at the toll free number, 1-877-778-2100 to request a withdrawal.

Withdrawals at Age 59$^1/_2$

If you are age 59 ½ or older, you may withdraw all or any part of your account. You may make such a withdrawal at any time. Call the Prudential Participant Service Center at toll free number, 1-877-778-2100, to request a withdrawal.

Qualified Reservist Distribution

If you are a member of a reserve unit of the United States Armed Forces and were called to active duty after September 11, 2001 for a period of time that exceeds 179 days, you may withdraw all or any part of your vested account resulting from 401(k) elective deferral contributions during your period of active duty.

Hardship Withdrawals

If you have a financial hardship, you may be able to withdraw all or any part of your vested account resulting from 401(k) elective deferral contributions (but none of the income earned on such contributions).

Financial hardship means hardship due to immediate and heavy financial need. Federal rules allow hardship withdrawals for these reasons:

- To pay medical expenses that would be tax deductible (without regard to whether the expenses exceed the stated limit on adjusted gross income), and that may also apply to your primary beneficiary.
- To purchase your primary home, stop your eviction from your primary home, or stop foreclosure on such home.
- To pay tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for you, your spouse, your children, your primary beneficiary, or your dependents (as defined in the Plan).
- To pay funeral or burial expenses for your parents, your spouse, your children, your primary beneficiary, or your dependents (as defined in the Plan).

- To pay expenses to repair damage to your primary home that would be tax deductible (without regard to whether the expenses exceed 10% of adjusted gross income).

You may have a withdrawal for financial hardship only if you have received all other withdrawals or loans available to you under a participating employer's plan(s) (not including loans for withdrawals initiated on and after January 1, 2019). You may not withdraw more than the amount of your immediate and heavy financial need. The amount of the withdrawal may include the amount of taxes that will result from the withdrawal. After the withdrawal, you may not make 401(k) elective deferrals or other contributions to a participating employer's plan(s) for six months; this rule does not apply effective for withdrawals initiated on or after January 1, 2019. Call the Prudential Participant Service Center at the toll free number, 1-877-778-2100, to request a withdrawal for any of the reasons listed above.

PART 6 - HOW THE PLAN PAYS BENEFITS

At Termination or Retirement

Your vested account will be paid to you either:

- in a single sum, or
- any lesser dollar amount or whole percentage of your account, but no more than once a year.

Your distribution may be paid to you or in a direct transfer to another qualified retirement plan, IRA, section 403(b) annuity or a governmental section 457 plan.

You initiate your distribution by contacting the Prudential Participant Service Center at this toll-free number: 1-877-778-2100.

Death Benefits before Benefits Begin

You may name a beneficiary at any time. You need your spouse's consent to choose someone other than your spouse as your beneficiary. See A Spouse's Rights below. You may change your beneficiary at any time. You can obtain a designation of beneficiary form by calling the Prudential Participant Service Center at this toll-free number: 1-877-778-2100.

Your vested account will be paid to your beneficiary in a single sum.

If you are not married when you die and you have not designated a beneficiary (or your beneficiary dies before you), your vested benefit will be paid in a lump sum to the legal representative of your estate.

If your vested account is more than $1,000 and your surviving spouse is your beneficiary, he or she may choose when the death benefit is paid up until your required beginning date (see page 9). A non-spouse beneficiary must receive death benefits by December 31 of the year which is 5 years after your death.

A Spouse's Rights

Your spouse must consent to any non-spouse beneficiary you name for death benefits which are payable if you die before your benefit payments start. Your spouse's consent must be provided on a Plan form and must be notarized. You can obtain a designation of beneficiary form by calling the Prudential Participant Service Center at this toll-free number: 1-877-778-2100.

Your spouse may also consent to let you make future changes without his or her consent. If not, you will need a new consent to make a new choice. You do not need your spouse's consent to cancel a choice.

Your spouse may revoke consent at any time before your death. A spouse's consent is not valid for a former or future spouse of yours.

Tax Considerations

Distributions from the Plan, including hardship withdrawals, are generally subject to income taxation. But there are a number of special rules that may defer – and sometimes increase – the tax on your distribution.

You will receive additional guidance concerning federal taxation of your benefits at the time of your distribution.

Rollovers

The Code permits a participant to defer taxation on any portion of an eligible distribution by rolling it over into another qualified retirement plan that accepts rollover contributions or into a traditional IRA. Rollovers may also be made into a Section 403(b) annuity or governmental section 457 plan. There are specific and technical requirements set forth in the Code that must be satisfied in order for a plan distribution to be rolled over. A hardship distribution cannot be rolled over.

Additional Tax

Cash distributions that are not rolled over are subject to a 10% additional income tax if they are received by the employee before age 59 ½. Distributions after age 59 ½, or distributions as a result of the death, disability, or termination of employment after attaining age 55 are not subject to the additional penalty tax. Also, amounts you rollover into an IRA or another qualified plan will not be taxed until they are later distributed to you.

Each person's tax situation differs. Your financial advisor can help you decide the best way for you to receive benefits.

PART 7 - IMPORTANT INFORMATION FOR YOU

Your Rights

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

Receive Information about the Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements that include provisions to establish, operate, or govern the Plan, 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 Administrative Manager, copies of all documents governing the Plan, including insurance contracts and collective bargaining agreements that include provisions to establish, operate, or govern the Plan, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Administrative Manager is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement of your account values and what part of these values would be yours if you stop working under the Plan now. If you do not have a right to these values, the statement will tell you how many more years you have to work to get a right to all or a part of these values. This statement will be provided to you in writing at least once each calendar year quarter. The Plan 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 the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union (if applicable), 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 pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Administrative Manager unless this booklet directs you to contact Prudential Retirement®. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Manager, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Qualified Domestic Relations Order (QDRO)

A domestic relations order is a judgment, decree, or order that provides child support, alimony payments, or marital property rights. A domestic relations order may give all or part of your Plan benefits to an alternate payee if it is determined to be a qualified domestic relations order (QDRO). An alternate payee is your spouse, former spouse, child or dependent. In order to be a QDRO, the domestic relations order must include certain information and meet certain other requirements.

The Administrative Manager is required to set up detailed procedures for determining if a domestic relations order is a QDRO. You and the alternate payee may get a copy of these procedures, without charge, from the Administrative Manager.

The Plan Administrator

The Board of Trustees has the full power to decide what the Plan provisions mean; to answer all questions about the Plan, including those about eligibility and benefits; and to supervise the administration of the Plan. The Plan Administrator's decisions are final.

The Board of Trustees has contracted with the Administrative Manager and Prudential Retirement® to provide certain administrative services to the Plan.

Processing Distributions and Other Transactions

Distributions, investment directions, trades, and similar transactions shall be completed as soon as administratively possible once the information needed to complete such transaction has been received from you or whoever is providing the information. The time it takes to complete a transaction is not guaranteed by the Plan, Plan Administrator, Trustees, insurer, or a participating employer.

The Board of Trustees reserve the right not to value an investment option on any given valuation date for any reason deemed appropriate by The Board of Trustees.

Factors such as failure of systems or computer programs, failure of transmission of data, forces that can't be controlled or anticipated, failure of a service provider to timely receive values or prices, and corrections of errors will be used to determine how soon it is possible to complete a transaction. While it is anticipated that most transactions will be completed in a short period of time, in no event will the time needed to process a transaction be deemed to be less than 14 days. The processing date of a transaction shall be binding for all purposes under the plan and considered the applicable valuation date for any transaction.

Assigning Your Benefits

Benefits under the Plan cannot be assigned, transferred, or pledged to someone else. The plan does make the following exceptions:

- Qualified domestic relations orders such as alimony payments or marital property rights to a spouse or former spouse.

- Any offset to your benefit per a judgement, order, decree, or settlement agreement because of a conviction of a crime against the Plan or a violation of ERISA.

The Plan administrator will tell you if either of these exceptions applies to you.

Direct Rollovers

Certain benefits which are payable to you may be paid directly to another retirement plan or an IRA. Your Administrative Manager will give you more specific information about this option when it applies.

Forfeitures

Any forfeitures of account balances due to corrective issues or missing Participants will be used to pay Plan expenses.

Your Social Security Benefits

Your benefits from this Plan are in addition to your benefits from Social Security. You should make your application for Social Security (and Medicare) benefits three months before you wish Social Security payments to begin.

Claiming Benefits Under the Plan

Apply for benefits by requesting a Request for Disbursement form from your employer or the Administrative Manager. You'll need to complete all necessary forms and supply needed information, such as the address where you will get your checks.

Your claim will be reviewed and a decision made within 90 days. In some cases the decision may be delayed for an additional 90 days. If so, you will be notified in writing before the end of the initial 90-day period. The notice will include the reason for the delay and the date when the decision is expected to be made.

If you make a claim and all or part of it is refused, you'll be notified in writing. You'll be told:

- the specific reason or reasons why your claim was refused,

- references to specific provisions of the Plan governing the decision,

- what additional information is needed, if any, and why it is needed, and

- what steps you should take to have your claim reviewed, including time limits on requesting a review, and that you have a right to sue if upon review your claim is refused.

You have 60 days after you receive written notice your claim is refused to make a written appeal to the Board of Trustees. If you appeal, you may also submit written comments, documents, records, and other information relating to the claim. You may request free of charge, access to, and copies of, all documents, records, and other information on which the determination was based. The Board of Trustees will review the claim taking into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

A decision will be made on your appeal within 60 days. In some cases the decision may be delayed for an additional 60 days. If so, you will be notified in writing before the end of the initial 60-day period. The notice will include the reason for the delay and the date when the decision will be made.

If you make an appeal and all or part of your claim is refused, you'll be notified in writing. You'll be told:

- the specific reason or reasons why your claim was refused,

- references to specific provisions of the Plan governing the decision,

- you may request and receive free copies of all documents, records, and other information on which the determination was based, and

- you have a right to sue.

The decision of the Board of Trustees is final and binding on all participants.

Any civil action must be filed no later than one year after the date listed on the latest notice you received that your claim was refused.

You may authorize a representative to act on your behalf with respect to a benefit claim or an appeal. You will have to complete the necessary forms to designate an authorized representative to act on your behalf. In that case, all information and notices will be given to the representative unless you direct otherwise.

The Board of Trustees will perform periodic examinations, reviews, or audits of benefit claims to determine whether determinations have been made in accordance with plan documents and plan provisions have been consistently applied.

Plan Expenses

The Employee Retirement Income Security Act of 1974 (ERISA) allows certain expenses directly related to operating the Plan to be paid from your account. Also, specific fees may be charged directly to your account in response to transactions that you request under the plan. Plan expenses could include any of the following:

- Investment management fees and other expenses that apply to certain specific investments in which your account and the accounts of other Plan participants are invested are expenses related to the operation of the Plan and are adjustments to the investment rate that is credited to that specific investment.

- Plan expenses for the general administration and recordkeeping of the Plan can be charged to your account and the accounts of all other Plan participants. The expenses that can be paid from your account have to meet certain requirements and must be paid from all accounts in a fair manner. Your share of these Plan expenses is paid by a portion of the investment management fees and other expenses that apply to each specific investment in your account.

- Per-use fees:
  - Hardship withdrawal processing fees – fees associated with an in-service withdrawal (that may or may not apply to a hardship withdrawal).
  - Distribution processing fees – fees associated with taking a distribution from the Plan.
  - QDRO qualification fees – fees charged to process a "qualified domestic relations order" if a portion of your account is assigned to an alternate payee. Typically, this is an assignment to a former spouse in the context of a divorce.

You may contact the Administrative Manager for more information on Plan expenses.

Fees for the applicable funds are available on line at www.prudential.com.

Changing or Stopping the Plan

The Plan can be changed at any time. By the Board of Trustees, you will be notified of any changes that affect your benefits.

Benefits you have earned as of the date the plan is changed may not be reduced except as required by law. If the Plan is changed, the Administrative Manager can tell you which benefits and forms of payment are preserved for you.

An earlier version of the Plan may continue to apply in certain situations. For example, participants who stop working for a participating employer have their eligibility for benefits determined under the version in effect when they stopped working.

The Plan can be terminated (stopped) by the Board of Trustees at any time. If the plan is terminated, your account will be 100% vested and nonforfeitable. Your account will be held under the plan and continue to be credited with investment earnings until it is paid to you.

The Plan and the Pension Benefit Guaranty Corporation (PBGC)

Because the Plan is a defined contribution plan, individual accounts are kept for all participants. The Employee Retirement Income Security Act of 1974 (ERISA) excludes plans like this one from insurance provided through the PBGC.

Military Service

You may be entitled to certain benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994. The benefits you are entitled to will be determined at the time you return to work for a participating employer based on your period of military service and whether or not you returned to work during the period of time in which you have reemployment rights.

You or your survivor may also be entitled to additional benefits under the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act). You may choose to have all or any part of your vested account resulting from 401(k) elective deferral contributions paid to you while you are on active military duty for more than thirty days. After you receive such contributions, you may not make 401(k) elective deferrals or other contributions to our Plan(s) for six months.

PART 8 - FACTS ABOUT THE PLAN

The terms of the Plan do not guarantee your employment with a participating employer.

Plan Sponsor and Identification Number

Board of Trustees of the Hospitality Industry 401(k) Plan
911 Ridgebrook Road
Sparks, MD 21152-9451

EIN: 52-2231158

Plan Name and Plan Number

Hospitality Industry 401(k) Plan

PN: 001

Type of Plan

Defined Contribution 401(k) Profit Sharing Plan
ERISA 404(c) compliant

Plan Administrator

Board of Trustees of the Hospitality Industry 401(k) Plan
911 Ridgebrook Road
Sparks, MD 21152-9451
Telephone: (410) 683-6500
(800) 638-2972

Administrative Manager

Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152-9451
Telephone: (410) 683-6500
(800) 638-2972

If you ask for it in writing from the Administrative Manager, you'll get information as to whether a particular employer is contributing to the Plan.

Type of Administration

The Board of Trustees has contracted with the Administrative Manager and with Prudential Retirement® to provide certain administrative services to the Plan.

Plan Year

January 1 through December 31

Funding Medium(s)

The participating employers make contributions to the Plan. Those contributions are held under a trust fund (see Trustee information below) for purposes of providing benefits for participants of the plan.

Board of Trustee(s) of the Plan

Union Trustee

John Boardman
UNITE HERE Local 25
901 K Street NW
Washington, DC 20001

Employer Trustee

Solomon Keene
Hotel Association of Washington, D.C.
1201 New York Avenue NW
Washington, DC 20005

Agent for Legal Process of the Plan

Associated Administrators, LLC
911 Ridgebook Road
Sparks, MD 21152-9451

Service of legal process may also be made on your Plan Administrator or a Plan Trustee.

Additional Information

For more information about Prudential or the Plan, you may access the Prudential Retirement® website at www.prudential.com or call the Prudential Participant Contact Center at 1-877-778-2100.

This Plan is maintained pursuant to a collective bargaining agreement. A copy may be obtained upon written request to your Administrative Manager and is available for examination.