

Summary Plan Description

**BANCO POPULAR DE PUERTO RICO
MASTER DEFINED CONTRIBUTION RETIREMENT PLAN
AS AMENDED JANUARY 1st, 2011**

**To be used with the Banco Popular de Puerto Rico Popular Master Plan Defined
Contribution Plan**

(01/09/2014 VERSION)

SUMMARY PLAN DESCRIPTION

**PACIFIC SUNWEAR OF CALIFORNIA INC. PUERTO RICO EMPLOYEES SAVINGS
PLAN**

Address:

3450 East Miraloma Ave.
Anaheim, California 92806

Employer Identification Number: 95-3759463

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I. INTRODUCTION

Your Employer has established the Pacific Sunwear of California Inc. Puerto Rico Employees Savings Plan (the “Plan”) effective February 1, 2007, to help supplement your retirement income. This plan is part of Banco Popular Master Plan Defined Contribution Plan (“Popular Master Plan”) adopted by means of the execution of an Adoption Agreement of Profit Sharing Plan with Cash or Deferred Arrangement. The Plan is qualified under sections 1081(a) and (d), of the Puerto Rico Internal Revenue Code, as amended. Details about how the Plan works are contained in this Summary Plan Description. Every attempt has been made to provide concise and accurate information. If, however, there is a discrepancy between this Summary Plan Description and the official Plan Document and/or Adoption Agreement, the Plan Document and/or Adoption Agreement shall govern. You may obtain a copy of the Plan Document and the Adoption Agreement from the Plan Administrator. The Plan Administrator may charge a reasonable fee for providing you with the copy.

Your Employer reserves the right to amend this plan from time to time and/or terminate the same.

Pacific Sunwear of California Inc. Puerto Rico Employees Savings Plan

Summary Plan Description
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II. GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Legal Name: Pacific Sunwear of California Inc. Puerto Rico Employees Savings Plan

Plan Type: Profit Sharing Plan with Cash or Deferred Arrangement

Plan Number: 930312012

Agent for Service of Legal Process:

Plan Administrator

Plan Effective Date

New Plan: February 1, 2007.

Employer: Pacific Sunwear of California, Inc.

Physical Address: 3450 East Miraloma Ave.
Anaheim, California 92806

Mailing Address: Same as above

Employer identification number: 95-3759463

Contact person name: Lynette Jamison

Telephone number: 714-414-4778

Fax number: 714-414-4018

E-mail: ljaminson@pacificsunwear.com

Plan Administrator: Pacific Sunwear of California, Inc

Physical Address: 3450 East Miraloma Ave.
Anaheim, California 92806

Mailing Address: Same as above

Employer identification number: 95-3759463

Contact person name: Lynette Jamison

Telephone number: 714-414-4778

Fax number: 714-414-4018

E-mail: ljaminson@pacificsunwear.com

Plan Year:

The 12-month period beginning on February and ending on January.

Trustee: Banco Popular de Puerto Rico, Fiduciary Services Division

Physical Address: 209 Muñoz Rivera Ave, North Bldg 4th Floor
San Juan, Puerto Rico 00918

Mailing Address: PO Box 362708
San Juan, Puerto Rico 00936-2708

Telephone number: 787-724-3657 option 2,2,2

III. DEFINITIONS

Break in Service. A 12-consecutive month period during which you: (i) are not employed by the Employer and (ii) are not credited with or are not paid for more than 500 hours of service. If you go into the military service of the United States, you are not considered terminated as long as you return to work within the time required by law. If you separate from employment and incur a Break in Service, all contributions to your various accounts are suspended. Special rules apply to maternity and paternity leave, for such rules check with the Plan Administrator or see Article III of the Plan Document. If a Break in Service occurs and you return to full time employment with the Employer, your rights are explained later in this Summary.

Compensation

A Participant's Compensation for purpose of Employee Pre-Tax Contributions shall mean the total compensation that is currently includible in income for income tax purpose paid to him by

the Employer during Plan Year. Compensation will exclude the following items:

- "Compensation means total compensation excluding auto allowance, cell phone allowance, relocation, stock earnings, pay in lieu of notice, meal premiums, domestic partner taxable fringe benefits"

A Participant's Compensation for purposes of Employer Matching Contributions shall mean the total compensation that is currently includible in income for income tax purposes paid to him by the Employer during a Plan Year. Compensation will exclude following items:

- "Compensation means total compensation excluding auto allowance, cell phone allowance, relocation, stock earnings, pay in lieu of notice, meal premiums, domestic partner taxable fringe benefits"

Disability shall mean a physical or mental condition which in the judgment of the Plan Administrator, based upon medical reports and other evidence satisfactory to the Plan Administrator, presumably permanently prevents you from satisfactorily performing your usual duties for the Employer or the duties of such other position or job which the Employer makes available and for which you are qualified by reason of training, education, or experience.

Entry date. The date on which you enter the Plan after having met the Plan's eligibility requirements. The entry date for the Plan is:

- Monthly Entry Dates. The first day of each month.

Highly Compensated Employee. An employee who is an official, shareholder with more than 5% of the Employer Stock with the right to vote or the total value of all kind of stocks; if the employer is not a corporation, any person who owns more than 5 percent of the capital or profits interest in the employer, an employee who for the prior fiscal year earned more than the amount established in Section 414(q)(1)(B) of the Federal Internal Revenue Code of 1986, as amended, or any other amount established by law or the spouse or dependent of any individual described previously.

Military Leave is an approved absence from official duty, with pay, for an employee who is a member of the National Guard or a reserve component of the Armed Forces. Military leave is authorized for days which the employee is ordered to active duty or inactive duty training, or is engaged in field or coast defense training under 32 U.S.C. 502-505 and 5 U.S.C. 6323. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) gives individuals that must perform military service certain reemployment and benefit rights. If you think you may be affected by these rules, ask the Administrator for further details.

Normal Retirement Age. An employee will be fully vested and may retire upon the latest of reaching age 65 or the 5 anniversary of the first day of the Plan Year in which you entered the Plan.

IV. ELIGIBILITY FOR PLAN PARTICIPATION

Non-Puerto Rico residents are not eligible to participate in the Plan.

All employees are eligible to participate in the plan except:

- Leased Employees

You may become a Participant in the Plan once you complete the following service and age requirements:

- age requirements minimum age 21.
- service requirements: one (1) Year of Service

For purposes of plan eligibility a year of service is:

One (1) Year of Service is each 365 days of consecutive service.

Your participation in the Plan will begin on the Entry Date on or after you comply with the age and service requirements.

V. EMPLOYEE CONTRIBUTIONS

This plan was established with a positive election.

You may elect a different contribution, increase or decrease your contribution, according to the plan dispositions.

Pre-Tax Contributions. You, as an eligible Employee, may make Pre-Tax Contributions to the Plan in an amount not to exceed the amount established in Section 1081.01 of the Puerto Rico Internal Revenue Code of 2011. Pre-Tax Contributions are contributions that your employer makes on your behalf by means of a salary deduction instead of as part of your salary. Pre-Tax Contributions and the earnings thereon will not be subject to Puerto Rico income taxes until paid to you under the terms of the Plan.

The limits under the Puerto Rico Internal Revenue Code of 2011 are:

<u>Year</u>	<u>Maximum Amount</u>
2011	\$10,000
2012	\$13,000
2013+	\$15,000

The Employer may also reduce or terminate your withholding if required to maintain the Plan's qualified status.

You may increase, decrease, or terminate your Pre-Tax Contributions monthly.

Beginning on or after January 1st, 2012, the annual contributions made by the Employer and the employee and other contributions, except for a rollover from another qualified plan, must not exceed the amount established under Section 1081.01 of the Puerto Rico Internal Revenue Code of 2011, as amended. The employee compensation includes participant's contribution to a qualified plan under a Cash or Deferred Arrangement for that year.

For the purposes of determining compliance with aforementioned requirements, all defined contribution plan maintained by the same employer must be group and considered as a sole defined contribution plan.

Rollover Contributions. If you are an Employee, a rollover of your retirement benefits may occur to this plan only from another Puerto Rico qualified retirement plan. If you have already received a lump-sum payment from another Puerto Rico qualified retirement plan, you may be eligible to rollover that payment into this Plan. If you believe you qualify for a rollover contribution, see the Plan Administrator for more details. The last day you may make a rollover contribution to this Plan is the 60th day after you receive the distribution from the other Puerto Rico qualified plan. A rollover may also occur if the trustee of the old plan transfers your assets directly to this Plan.

VI. EMPLOYER CONTRIBUTIONS

Matching Contributions

The Employer will make Matching Contributions as follows: equal to 100 cents for each dollar of a participant's pre-tax contributions for the first 3% of the participant's compensation, and 50 cents for each dollar on the next 2% of the participant's compensation.

The Employer will not make a contribution above 5% of your compensation.

Matching Contributions shall be contributed to the Plan with each payroll.

The Employer has the right to designate all or a portion of the Matching Contributions as "Qualified". To the extent Matching Contributions are so designated, they are nonforfeitable and may not be withdrawn from the Plan prior to separation from Service or attainment of age 59½.

Qualified Non-Elective Contributions

The Employer may also contribute an additional amount determined in its sole judgment. This additional contribution, if any, will be allocated only to Non-Highly Compensated Employees to the extent necessary to meet the Actual Deferral Percentage Test of Section 1081.01 of the Puerto Rico Internal Revenue Code of 2011, as amended. These contributions will be non-forfeitable and subject to the same withdrawal restrictions as Pre-Tax Contributions.

Allocation of Employer Contributions

Matching Contributions shall be allocated among all Participants who are employed at any time during the Plan Year.

VII. VESTING

Determining Vested Benefit. Vesting refers to your non forfeitable right over a portion or total of your accounts. Any Pre-Tax Contributions, Rollover Contributions, Matching Contributions and Qualified Non-Elective Contributions plus or minus any earnings or losses, are always 100% vested and cannot be forfeited for any reason.

You may also receive credit for vesting for services rendered to the following companies: n/a.

You automatically become fully vested, regardless of the vesting table, upon attainment of Normal Retirement Age upon retirement due to Disability, upon death, and upon termination of the Plan.

Payment of Vested Benefit. If you separate from Service before your retirement, death, or Disability, you may request early payment of your vested benefit by submitting a written request to the Plan Administrator. The portion of your account balance to which you are not entitled is called a "forfeiture" and is forfeited immediately. At such time, forfeitures of Employer Contributions will be allocated to the accounts of all Participants during such Plan Year.

Loss of Benefits. There are only two events which can cause loss of all or a portion of your account. One is termination of employment before you are 100% vested according to the vesting schedule described above and the other is a decrease in the value of your account from investment losses or administrative expenses and other costs of maintaining the Plan.

Reemployment. If you terminate service with your Employer, then later become reemployed, you will become a Participant as of the next Entry Date following your return to employment. If you are not a member of a class of employees eligible to participate in the Plan and later become a member of the eligible class, you will participate upon reaching the next Entry Date if you have satisfied the minimum age and service requirements. Should you become ineligible to participate because you are no longer a member of an eligible class, you will automatically become re-eligible to participate upon your return to an eligible class.

Terminated Partially Vested Participants. If you had a vested interest and received a distribution of that interest, you have the right to repay the amount you received. If you choose to repay, the nonvested portion of your Employer account will be reinstated. Such repayment must be made within 5 years after your date of reemployment, or, if earlier, prior to incurring 5 consecutive 1-year Breaks in Service. If you do not repay the amount you received, the nonvested portion of your Employer accounts will be permanently forfeited. Whether you repay or not, your prior service will count toward vesting service for future Employer Contributions.

For example, assume that you separate from employment with your current Employer. At the time of termination you had completed four Years of Service and had accrued a total benefit of \$10,000 under the plan. Although this amount had been allocated to your account, you were only 40% vested in that amount when you left. You decided to take a distribution of your vested account balance (40% of \$10,000, or \$4,000) upon termination of employment. Three years later, you became reemployed by the same Employer. Since you were reemployed within 5 years, you have the right to repay the \$4,000 distribution you received as a final distribution. You would have to

repay the \$4,000 within 5 years of being rehired. If you do so, the nonvested portion of your account (\$6,000) will be restored to your account. After restoration, you will be vested in 40% of this account, but your vested percentage will increase based on your Years of Service after your reemployment. Your prior Service will always count towards vesting of Employer Contributions, whether or not you decide to repay and restore your prior account.

Terminated Non-Vested Participants. If you are not vested in any portion of your Employer Contributions prior to your separation from service and if you have a Break in Service, but then are reemployed before incurring five consecutive one-year Breaks in Service, you will be credited for vesting with all pre-break and post-break service. Your prior account balance will automatically be restored and you will continue to vest in that account. If you are reemployed after incurring five consecutive one-year Breaks in Service, you will lose your prior account balance, but your prior Service will still count towards vesting in your new account balance.

VIII. PARTICIPANT'S ACCOUNTS

The Plan Administrator will set up a record keeping account in your name to show the value of your retirement benefit.

The Plan Administrator will make the following additions to your account:

- your allocated share of the Employer's Contribution, and if applicable, Qualified Non-Elective Contribution,
- the amount of your Pre-Tax Contributions and Rollover Contributions, if any,
- your allocated share of forfeitures, if any. (These are balances of unclaimed Employer Contributions from employees who had a separation of employment before being 100% vested), and
- your share of investment earnings and appreciation in the value of investments.

The Employer will make the following subtractions from your account:

- Any withdrawals or distributions made to you,
- Your share of investment losses and depreciation in the value of investments, and
- If applicable, your share of Plan expenses.

The Employer will provide quarterly a statement that will reflect additions to and subtractions from your account.

Maximum Annual Additions

Beginning on or after January 1st, 2012, the annual contributions made by the Employer and the employee and other contributions, except for a rollover from another qualified plan, must not exceed the amount established under Section 1081.01 of the Puerto Rico Internal Revenue Code of 2011, as amended. The employee compensation includes participant's contribution to a qualified plan under a Cash or Deferred Arrangement for that year. To determine compliance with this requirement, all of the employer's defined contributions plans are aggregated and considered as one plan.

IX. IN-SERVICE WITHDRAWALS

In-Service Withdrawals. The following provisions will govern the availability of in-service withdrawals from a Participant's accounts.

Pre-Tax Contributions. In-service withdrawals from Pre-Tax Contributions will be allowed in case of a financial hardship.

Matching Contributions. In-service withdrawals from Matching Contributions will not be allowed in case of a financial hardship.

Hardship Withdrawals. You may file a written request for a hardship withdrawal of Pre-Tax Contributions. Prior to receiving a hardship distribution, you must take any other nontaxable distribution and borrow the maximum nontaxable loan amount allowed under this and other plans of the Employer. Hardship withdrawals may be authorized by the Employer if it's occasioned by any of the following reasons:

- For assist you in purchasing a personal residence which is your primary place of residence (not including mortgage payments),
- For assist you in paying post-secondary tuition expenses for you or your dependents for the next academic period,
- For assist you in paying actual medical expenses incurred by you or your dependents, not reimbursed by the medical insurance.
- For prevent your eviction from or foreclosure on your principal residence, or
- Funeral expenses for the participant's deceased parent, spouse, children or dependents, or
- any other cause that, in the Administrator's determination, has produced an immediate and heavy financial need; provided, that the Administrator may, in its sole discretion, alter the foregoing definition of financial hardship or otherwise limit the amount, time, or manner of any distribution under this provision to the extent deemed necessary by the Administrator to satisfy the requirements of PR Internal Revenue Code or

- Such other event or circumstance as the Puerto Rico Secretary of the Treasury through regulations may permit.

Any hardship distribution is limited to the amount needed to meet the financial need. Hardship withdrawals must be approved by the Employer and will be administered in a nondiscriminatory manner. Such withdrawals will not affect your eligibility to continue to participate in Employer Contributions to the Plan. Any withdrawals you receive under these rules may not be re-funded to the Plan and may be subject to taxation.

In service withdrawals will be prorated between prepaid contributions and the contributions that were not subject to taxes.

No distribution under these hardship provisions will be made from any income allocable to any of your accounts.

The Employee will be allowed to make additional Elective Deferrals based on differential pay received from Employer. Differential Pay is the full or partial civilian payment to the Employee while the employee is absent from employment to perform military services

Withdrawals After Age 59½. After 59 ½ a Participant may make in-service withdrawals from his Pre-Tax Contributions and, if applicable, from his Qualified Matching and Non-Elective Contributions Accounts, without financial hardship (up to the vested percentage of each such accounts).

X. DISTRIBUTION OF BENEFITS

Retirement Benefits. The full value of your account balance is generally payable at Normal Retirement, if applicable or Disability. If you work beyond your Normal Retirement Age, and have not separated from Service, you cannot request commencement of benefit payments. In either event, you will continue to fully participate in the Plan. Your employer has allowed you to withdraw all or part of your account when you have reached 59 1/2.

Beneficiary. Every Participant or former Participant with plan benefits may designate a person or persons who are to receive benefits under the Plan in the event of his or her death. The designation must be made on a form provided by and returned to the Plan Administrator. You may change your designation at any time. If you are married, your beneficiary will automatically be your Spouse. If you and your Spouse wish to waive this automatic designation, you must complete a beneficiary designation form. The form must be signed by you and your Spouse in front of a Plan representative or a Notary Public.

Death Benefits. In the event of your death, the full value of your account is payable to your beneficiary. If you die after benefit payments have started under a payment option, your beneficiary will continue to receive payments in accordance with your payment option selected.

Form of Payment. When benefits become due, you or your representative should contact the

Employer requesting payment of your account and specifying the form of payment.

The normal or automatic form of payment for Profit Sharing with a cash or deferred arrangement is a lump-sum distribution except that the participant elects any of the following optional forms of payment.

If the Plan is an amendment from a previous plan allowed methods of payment other than lump sum distributions, you will have a right to receive your benefit in one of the preserved payment methods.

If the Employer elects more than one method of distribution hereunder, Participants shall elect under which of such methods his or her benefit shall be distributed.

Time of Payment. If you retire, become disabled, or die, payments will start as soon as administratively feasible following the date on which a distribution is requested by you or is otherwise payable.

If you terminate for a reason other than death, Disability, or retirement, payments will start as soon as administratively feasible following the date on which a distribution is requested by you or is otherwise payable.

Death Benefits. If you die while still employed by the Employer, or die after you retire or terminate employment but before benefit payments start, your surviving Spouse will be entitled to a life annuity based on fifty-percent of the value of your account. These payments will continue for your Spouse's lifetime unless he or she chooses to accelerate such payments. Again, you and your Spouse can waive this coverage by obtaining the proper form from the Plan Administrator and completing it.

XI. INVESTMENTS

Investment Direction Under a Trust Fund. Investments shall be made at the discretion of the Employee.

Employee Investment Direction. You may direct the investment of:

You may direct the investments among the various investment vehicles. Your Administrator will provide you with information on how you can direct your investments.

You may modify your investments daily.

Because the Plan allows you to direct the investment of the contributions made to your overall account, it constitutes a plan described in section 404(c) of ERISA and Title 29 of the Code of Federal Regulations section 2550.404c-1. This means that you (and not any plan fiduciary) will be responsible for any investment losses that result from your investment selections.

To assist you in making your investment selections, you will be given the following information:

- a description of the funds;
- a description of the objectives, risk, and return characteristics of the funds, including the assets comprising the fund (found in the separate prospectus for the fund);
- information identifying the investment manager of each fund;
- an explanation of how you may give investment instructions and the limitations on the instructions that you may give;
- an explanation of the transaction fees and expenses you will be charged in connection with the purchase or the sale of a fund (e.g., commissions, sales loads, deferred sales charges, redemption or exchange fees); and
- name, address and phone number of the plan administrator (and any person designated to act on behalf of the plan administrator) responsible for providing additional information, which the Plan is required to furnish on request.

Upon request to the Plan Administrator, the following additional information will be provided to you or your beneficiary about the funds:

- a description of the annual operating expenses of each fund (e.g., investment management fees, administrative fees, transaction costs) which reduce your rate of return;
- copies of any prospectuses, financial statements and reports, and of any other materials relating to the funds to the extent such information is provided to the Plan;
- a list of the assets comprising each fund;
- information concerning the current value of the funds, as well as their past and current investment performance; and
- information concerning the value of the fund shares or units held in your accounts.

Note: Each participant will have separate accounts for bookkeeping purposes. For investment purposes, however, all accounts will be combined in a single trust fund. The trustee will invest the trust fund in funds as directed by the participants. All accounts will be adjusted each business day to show their proportionate share of any gains or losses. The value of your overall account at any time will depend both on the amount of contributions and on the investment performance of the investments that you select. Additionally, administrative and investment expenses may be paid out of the trust fund.

You should monitor your overall account on a regular basis. Doing so allows you to monitor changes in the funds and to verify that your overall account is properly invested. In particular, you should review your overall account after you change your investment elections. Remember, you are responsible for selecting your investments and monitoring them to achieve your retirement goals.

In cases in which you do not make an investment election, your account will be invested in a Qualified Default Investment Alternative (QDIA).

Should the Plan Sponsor select as a default investment option a Qualified Default Investment Alternative this means that you (and not any plan fiduciary) will be responsible for any investment losses that result from your investment selections.

The Importance of Diversifying Your Retirement Savings

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in a company or industry, your savings will not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider the rights described in this notice and how these rights affect the amount of money that you invest in stock from your Plan Sponsor, if any, through the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

For More Information

If you have any questions about on how to make investment elections, changes and the importance of diversification, you may contact: www.dol.gov/ebsa/investing.html.

Proxy Voting of Securities.

Banco Popular will forward to Plan Administrator all materials received from the issuers of securities held in the plan. Plan Administrator shall determine the steps to be taken in regard to such material in accordance with the specifications of its particular plan.

XII. LOANS

Participant Loans. Loans are allowed from the Plan and must conform to the loan guidelines and procedures established by the Plan Administrator. If Participant's loans are allowed under the plan, payment of principal and interest will be returned and credited to your individual account. In order to obtain a loan, you must submit a loan request to your Plan Administrator or requested directly by Internet or with the assistance of a Service Representative or directly

through the Voice Response Unit, as applicable. Loan should be approved by the Plan Administrator and are subject to a series of strict rules established by law. The rules are found in separate loan request forms and the promissory note. The Plan Administrator has these forms available.

XIII. LEGAL LIMITATIONS ON PRE-TAX CONTRIBUTIONS

The Puerto Rico Internal Revenue Code of 2011, as amended, sets certain limitations on the level of Pre-Tax Contributions which may be made to a Plan such as this. There is a quantity limitation which means that the amount of Compensation which you may contribute as a Pre-Tax Contribution can be limited. Simply stated, all Participants are divided into two categories: highly compensated and non-highly compensated, for which it's necessary to calculate their average Pre-Tax Contribution. The average contribution that the highly compensated group may make is based on the average contribution that the non-highly compensated make. If a Highly Compensated Employee is contributing more than he or she is allowed after the performance of the discrimination test, the excess, plus or minus any gain or loss will be returned.

For purposes of the aforementioned, all the defined contribution plans maintained by an employer will be aggregated and considered as one.

XIV. ADMINISTRATION

The Plan will be administered by the following parties:

Plan Administrator. The Employer's duties as Plan Administrator include:

- Appointing the Plan's professional advisors needed to administer the Plan including, but not limited to, an accountant, attorney, actuary, or administrator,
- Directing the Trustee with respect to payments from the Fund,
- Communicating with Employees regarding their participation and benefits under the Plan, including the administration of all claims procedures and domestic relations orders,
- Filing any returns and reports with the Puerto Rico Treasury Department, Puerto Rico Department of Labor, Internal Revenue Service, Federal Department of Labor, or any other governmental agency,
- Reviewing and approving any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer,
- Establishing a funding policy and investment objectives consistent with the purposes of the Plan and the Employee Retirement Income Security Act of 1974 ("ERISA"), and

- Construing and resolving any question of Plan interpretation. The Plan Administrator's interpretation and application thereof is final.

Trustee. The Trustee shall be responsible for the administration of investments held in the Fund. These duties shall include:

- Receiving contributions under the terms of the Plan,
- Investing Plan assets per the written instructions of the Employer and/or the Participants,
- Making distributions from the Fund in accordance with written instructions received from the Plan Administrator,
- Keeping accounts and records of the financial transactions of the Fund, and
- Rendering an annual report of the Fund showing the financial transactions for the Plan Year.

XV. AMENDMENT AND TERMINATION

The Employer or the Sponsor may amend the Plan at any time, provided that no amendment will divert any part of the Plan's assets to any purpose other than for the exclusive benefit of you and the other Participants in the Plan or eliminate an optional form of distribution. The Employer may also terminate the Plan. In the event of a full or partial termination, all amounts credited to your account will be fully vested and will be paid to you. Depending on the facts and circumstances, a partial termination may be found to occur where a significant number of Employees are terminated by the Employer. In case of a partial termination, only those who separated from Service will become 100% vested.

XVI. LEGAL PROVISIONS

The disclosure of Plan Participants' rights is required by federal law and regulations. As a Plan Participant, you have the following rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"):

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.
- In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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 your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.
- If your claim for a (pension, welfare) 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 or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
- If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you

need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or 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.

Fiduciary Responsibility. ERISA also imposes obligations upon the persons who are responsible for the operation of the Plan. These persons are referred to as "fiduciaries". Fiduciaries must act solely in your interest as a Plan Participant and they must exercise prudence in the performance of their duties. Fiduciaries who violate ERISA may be removed and required to reimburse any losses they have caused you or your Plan.

Employment Rights. Participation in the Plan is not a guarantee of employment. However, the Employer may not fire you or discriminate against you to prevent you from becoming eligible for the Plan or from obtaining a benefit or exercising your rights under ERISA.

Benefit Insurance. Your benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation since the law does not require termination insurance for this type of Plan.

Assignment. Your rights and benefits under this Plan cannot be assigned, sold, transferred or pledged by you or reached by your creditors (subject to state law) or anyone else except under a qualified domestic relations order. A qualified domestic relations order (QDRO) is a court order issued under state domestic relations law relating to divorce, legal separation, custody or support proceedings. The QDRO recognizes the right of someone other than you to receive your Plan benefits. You will be notified if a QDRO on your Plan benefits is received.

Conflicts with Plan. This booklet is not the Plan document, but only a Summary Plan Description of its principal provisions and not every limitation or detail of the Plan is included. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the official Plan document and/or Adoption Agreement, the Plan document shall prevail.

Claims Procedure. If you feel you are entitled to a benefit under the Plan, mail or deliver your written claim to the Plan Administrator. The Plan Administrator will notify you, your beneficiary, or authorized representative of the action taken within 60 days of receipt of the claim. If you believe that you are being improperly denied a benefit in full or in part, the Employer must give you a written explanation of the reason for the denial. If the Employer denies your claim, you may, within 60 days after receiving the denial, submit a written request asking the Employer to review your claim for benefit. Any such request should be accompanied by documents or records in support of your appeal. You, your beneficiary, or your authorized representative may review pertinent documents and submit issues and comments in writing. If you get no satisfaction from the Employer, you have the right to request assistance from the U.S. Department of Labor or you can file suit in a Puerto Rico or federal court. Service of legal process may be made upon the Plan Trustee or the Plan Administrator. If you are successful in your lawsuit, the court may require the

Employer to pay your legal costs, including your attorney's fees. If you lose, and the court finds that your claim is frivolous, you may be required to pay the Employer's legal fees.