

**WESTON SOLUTIONS, INC.
RETIREMENT SAVINGS AND
EMPLOYEE STOCK OWNERSHIP PLAN**

SUMMARY PLAN DESCRIPTION
(January 1, 2014)

INTRODUCTION

Weston Solutions, Inc. (the "Company") established the Weston Solutions, Inc. Retirement Savings and Employee Stock Ownership Plan (the "Plan") to provide eligible employees with an opportunity to save for retirement and to acquire an ownership interest in the Company.

The Plan is a continuation of the Roy F. Weston, Inc. Retirement Savings Plan. The Plan includes special provisions that apply to accounts derived from contributions the Company made for pay dates prior to June 9, 2001. These retain the basic features that governed those accounts prior to June 9, 2001. The Plan also includes provisions that apply to accounts derived from the Roy F. Weston, Inc. Employee Stock Ownership Plan that was merged with and into the Plan effective January 1, 1994.

The Company is the Plan Administrator. A Committee composed of Company managers (the "Committee") appointed by the Company's Board of Directors has the responsibility to manage the Plan. The Committee generally acts through the Company's Human Resources Department.

All of the Plan's assets are held in separate trust funds. The trustees are independent professional fiduciaries that the Company appoints.

All Company contributions made for participation on or after June 9, 2001 through December 31, 2011 were made in common stock of the Company's parent, Weston Solutions Holdings, Inc. ("Company Stock"). In future years, the Company's contribution may be made in Company Stock, cash or a combination of both. The accounts invested in Company Stock are sometimes called "stock accounts" or "Company Stock Accounts" for convenience.

Highlights of the Plan and answers to many questions employees are likely to ask are provided in this summary plan description. Although every effort has been made to describe the essential provisions of the Plan as accurately as possible in this booklet, the requirements for participation and the benefits payable will be determined strictly in accordance with the Plan document, its trust agreements, and any regulations, which are available from the Human Resources Department.

This summary plan description generally describes the Plan as effective January 1, 2014, although earlier effective dates of certain Plan features are noted for your information.

WESTON SOLUTIONS, INC.
RETIREMENT SAVINGS AND EMPLOYEE STOCK OWNERSHIP PLAN

SUMMARY PLAN DESCRIPTION

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PLAN PARTICIPATION

1. Am I eligible for the Plan?

All employees of the Company are eligible to participate in the Plan, except as explained below. The groups listed below are not eligible.

Employees whose terms and conditions of employment are covered by a collective bargaining agreement are not eligible to participate unless that collective bargaining agreement provides that they are eligible to participate.

Employees who work outside of the United States and have no U.S. source income are not ordinarily eligible to participate.

Persons that the Company does not classify as its employees for purposes of withholding federal income tax and paying federal social security tax are not eligible to participate.

2. Are employees of the Company's subsidiaries and affiliates eligible to participate?

The Company may, but is not required to, allow the employees of a business in which the Company owns at least 80% of the voting control or value to participate. As of January 1, 2014, only eligible employees who are employed directly by Weston Solutions, Inc. are eligible to participate.

3. When am I eligible to participate in the Plan?

All eligible employees, other than temporary employees, are eligible to participate in the Plan on the date that they begin active employment in an eligible status. You may make elective contributions to the Plan as soon as administratively feasible after you are eligible to contribute (see Question 6). For purposes of Company contributions, all of your compensation from the date you begin work is credited (see Question 7)

An employee who is hired as a temporary employee (and not otherwise excluded) is not eligible to participate until the first pay date that occurs on or after the "quarterly entry date" (January 1, April 1, July 1, October 1) following the date that the employee completes "one year of service". Only compensation paid after satisfying this requirement may be contributed to the Plan or credited for purposes of Company contributions.

A temporary employee completes "one year of service" if he or she is paid for 1,000 hours during the twelve-month period beginning with the day the employee begins work. If the employee does not have 1,000 paid hours in that twelve-month period, the employee can become eligible on the January 1st after any calendar year in which he or she has 1,000 paid hours.

4. What if a temporary employee terminates employment and is later rehired?

If you are rehired as a temporary employee and were a prior participant in the Plan, you will requalify for participation on the date on which you again begin work in an eligible job capacity. Otherwise, you will be treated as a new employee.

5. Is employment with businesses the Company purchased credited?

Ordinarily, service with an employer that the Company purchased is not credited for any purpose under the Plan. You are treated as hired by the Company on the date you begin work for the Company. However, if the purchased business had a plan which was merged into this Plan, pre-acquisition service is credited for purposes of eligibility and earning vested benefits (see Question 28).

For those employees working at the Stoller-Navarro Joint Venture who began employment with the Company on or about October 1, 2003 and who were employed by any of GeoTrans, Inc., Science Applications International Corp. (SAIC) or Shaw Group on or about September 30, 2003, employment with any of those businesses will be treated as employment with the Company for purposes of vesting (see Question 28).

For those employees who became Company employees prior to April 1, 2000, employment with the US Navy SPORTS detachment or ATS Corporation is credited for purposes of vesting and benefits (see Questions 13 and 28).

For those employees of MEC Analytical Systems, Inc. ("MEC") on March 26, 2004, who became employees of the Company immediately after the Company purchased MEC, employment with MEC is credited for purposes of vesting and benefits (see Questions 13 and 28).

For those employees who were employed by Accelerated Waste Solutions, LLC ("AWS") on or after August 1, 2001 and who thereafter became or become Company employees, employment with AWS is credited for purposes of vesting and benefits (see Questions 13 and 28).

For those employees who were employed by Resource Technology Inc. ("RTI") who began employment with the Company on or about August 10, 2009, employment with RTI is credited for purposes of vesting and benefits (see Questions 13 and 28).

PARTICIPANT CONTRIBUTIONS

6. How do I contribute to the Plan?

You will have the option of entering into a salary reduction agreement which authorizes the Company to reduce your compensation (see Question 7) by an amount you specify and make a contribution of that amount to the Plan on your behalf. You may elect to increase, decrease, discontinue or resume contributions at any time. These elections are made directly with Vanguard which can be reached at www.vanguard.com or 1-800-523-1188. Your election will be effective as soon as administratively feasible after receipt.

Automatic Enrollment: All employees receive enrollment information when they begin employment. The Plan has an "automatic enrollment feature." If you first became or become eligible on or after January 1, 2012 or are rehired on or after January 1, 2012, we will withhold 3.0% of your compensation (see Question 7) on a before tax basis and contribute it to the Plan for you if you do not make an affirmative election to contribute or not to contribute. If you are automatically enrolled and do not make an investment election, your contributions will be invested in the Plan's "default investment fund", which is the Vanguard Target Retirement Fund which reflects the date closest to your 65th birthday.

The automatic enrollment will be effective on a date that is at least 30 days after you received notice of the automatic enrollment. You will have a reasonable time to elect whether to participate through automatic enrollment or make an alternate election. These elections must be made through Vanguard at www.vanguard.com or 1-800-523-1188. If you are enrolled automatically and don't want to participate, you may elect within 90 days to have your contributions, adjusted for investment gain or loss, refunded to you.

To make an affirmative election to contribute an amount different than the automatic enrollment percentage of your compensation, to decline participation, to contribute on a Roth 401(k) basis (as explained below) or direct investment of your contributions, you must call Vanguard at 1-800-523-1188 or log onto Vanguard's internet site at www.vanguard.com.

A description of the Plan's investment options is available on the Vanguard website or through the Human Resources Department.

Tax Election: You may elect to have your contributions made (i) on a before tax basis so that they will not be included in your taxable income for federal income tax purposes, (ii) on an after tax basis (generally known as a "Roth 401(k)") so that they will be included in your income for federal income tax purposes or (iii) part as before tax contributions and part as after tax Roth 401(k) contributions.

If you enroll via automatic enrollment and do not make an election, your elective contributions will be treated as having been made on a before tax basis.

Note: Under current federal tax law, Roth 401(k) contributions and earnings on them are not subject to federal income tax when distributed provided certain requirements are satisfied. Before tax contributions and earnings on them are subject to federal income tax when distributed.

A number of factors go into the decision whether to make elective contributions on a before tax basis or after tax Roth 401(k) basis. These include your age, the length of time you expect the contributions to remain invested in a plan or individual retirement account, your current federal income tax rate compared to the rate that will be in effect when you take distributions, and the like. For more information, please contact Vanguard at www.vanguard.com. In addition, you should review this matter with your tax and/or financial adviser.

You may change the amount of your contribution and/or the characterization of your contribution as before tax or after tax as frequently as you like provided the change is made before the contribution is withheld from your pay. Once amounts are contributed to the Plan, you cannot change them from before tax contributions to after tax Roth 401(k) contributions or vice versa.

You may elect to save in 0.1% increments of your compensation (see Question 7) for the calendar year; however, this amount may not exceed the calendar year maximum dollar amount permitted under the law.

In addition, the Committee has the authority to set a lower limit to facilitate plan administration and compliance with applicable non-discrimination requirements. In 2014, the Committee has set a percentage limit for "highly compensated employees" at 15% of compensation (the "HCE Limit"). Whether or not you are a "highly compensated employee" is determined under Internal Revenue Code regulations. Generally, employees earning over \$115,000 for 2013 are "highly compensated employees" for 2014. The Internal Revenue Code provides for increases in the dollar amount periodically to reflect cost of living increases.

Automatic Contribution Increases Effective January 1, 2013: If you were enrolled automatically (that is, did not make an affirmative election to contribute), your contribution rate will increase automatically by 1% of compensation as of each January 1st unless you elect to retain your current rate or elect a different amount of increase or decrease in contribution. However, if you first became eligible on or after October 1st of a year, no increase will occur as of the first January 1st after you begin participation (unless you otherwise elect). You may also elect automatic contribution increases on a voluntary basis by contacting Vanguard at www.vanguard.com or 1-800-523-1188.

IRS Contribution Limitations: The calendar year maximum dollar amount of elective contributions is \$17,500 for 2014. In addition, participants who reach age 50 on or before December 31, 2014, may contribute an additional \$5,500 over any Plan limit for 2014. This amount is referred to as a "catch-up contribution". Under current law, both contribution limits will increase periodically to reflect cost of living increases. The

elective contribution limits apply to the sum of your combined pretax contributions and Roth 401(k) contributions. That is, you cannot increase your limit by making both types of contributions.

<u>Year</u>	<u>General Limit</u>	<u>Age 50 + Catch-Up Limit</u>	<u>Total (Age 50+)</u>
2014	\$17,500	\$5,500	\$23,000

Highly compensated employees who are contributing at the HCE Limit who are eligible to make a catch-up contribution may contribute an additional amount up to the catch-up limit.

The amount of your compensation that the Plan may consider each year is limited by law. The limit is \$260,000 for 2014. This limit also is adjusted from time to time to reflect cost of living increases.

You enroll or make changes in your contribution rate by contacting Vanguard at www.vanguard.com or 1-800-523-1188.

7. What is my "compensation"?

For Plan purposes, "compensation" generally means the total cash amount the Company pays to you while you are an active eligible employee for services which you rendered. Compensation includes amounts withheld from your pay in connection with contributions on your behalf to this Plan or any other Company benefit plan.

Please note that "compensation" does not include income from stock options, restricted stock or equity-based compensation, deferred compensation, severance or termination pay (except for accrued vacation pay), the value of welfare benefits and similar items. Further, "compensation" does not include reimbursements or allowances of any kind, such as tuition reimbursement, car allowance, per diem, cost of living allowance, moving expenses, bonus amounts paid in connection with the acceptance of employment or relocation, hardship allowance, danger pay, housing, or any other item.

8. May I contribute to the Plan on an "after tax basis"?

Yes. You may contribute on a before tax basis or an after tax basis (Roth 401(k)). All elective contributions, including Roth 401(k) contributions, must be made by payroll withholding.

Prior to 1987, the Plan did permit certain "after tax" contributions. If you made such contributions, they are held in your voluntary contribution account.

9. May I make rollover contributions to the Plan?

If you are an eligible employee, you may transfer to this Plan certain amounts from a previous employer's qualified retirement plan, an individual retirement account or certain other tax qualified retirement arrangements. For temporary employees, you may do that even before you become eligible to participate in this Plan. If you are interested in making this type of transfer, please contact Vanguard at www.vanguard.com or 1-800-523-1188.

Rollover contributions will become part of your rollover account.

COMPANY CONTRIBUTIONS

10. How much will the Company contribute?

Generally, the amount that the Company contributes each year is discretionary. The Company has the right to determine if a contribution will be made and the amount of the contribution. The Company's contribution may be made in cash and/or in shares of Company Stock as the Company determines.

While it is not required to do so, it is the Company's intention to contribute cash and/or Company Stock in an amount sufficient to provide the following benefits for eligible employees:

1. Matching Contribution. An amount equal to 50% of the participant's elective contributions that do not exceed 6% of compensation—which would result in a maximum amount of 3% of eligible compensation for an eligible employee; plus

2. Retirement Contribution. An amount equal to 2% of the participant's eligible compensation plus an additional 2% of the participant's eligible compensation over the social security taxable wage base, which is \$117,000 for 2014. However, for participants who are at least age 55 and who have completed 10 years of service, the targeted amount is 4% of eligible compensation plus 4% of eligible compensation over the social security taxable wage base.

To the extent that the Company's contributions for any year are made in the form of Company Stock, the Company will make a separate contribution in cash for any employee with a Spousal Conflict of Interest, except for certain highly compensated employees of the Company (see Question 12). The amount of the contribution generally will be equal to the sum of the fair market value of the Company Stock as of the last day of the plan year and cash that would have been allocated to such employee but for the Spousal Conflict of Interest. For these purposes, an employee will be considered to have a Spousal Conflict of Interest if he or she asserts and the Committee, in its discretion, determines that all of the following are true: (i) that Company Stock allocated to the employee under the Plan would result in a conflict of interest arising out of the actual or

impending employment of the employee's spouse that would result in economic harm or loss to the employee or the employee's spouse, such as an impediment to either continuation by the employee's spouse of current employment or an offer of new employment to the employee's spouse; (ii) that the repurchase of such Company Stock, either alone or in conjunction with other action taken by or on behalf of such employee, would resolve all such conflicts of interest involving the employee's spouse; and (iii) no other action is reasonably available to the employee or the employee's spouse to mitigate the conflict of interest. These rules are effective for Spousal Conflicts of Interest arising on or after December 16, 2013. Forms for requesting a Spousal Conflict of Interest determination by the Committee are available from the Human Resources Department.

11. Which shares are being contributed?

The Company's stock is owned 100% by Weston Solutions Holdings, Inc. ("Weston Solutions"). The shares that will be contributed to the Plan are shares of Weston Solutions common stock. The Plan becomes an "owner" of the Company through ownership of Weston Solutions common stock. A portion of the Plan's shares are allocated to your account and are held for your benefit (see Questions 12-14).

12. Who is eligible to share in the Company's contribution?

Generally, each eligible employee (see Questions 1-3) is eligible to share in the allocation of the Company's contribution. However, "temporary employees" who had become eligible to participate and were employed in a temporary status for the entire year will share only if they are credited with 1,000 hours of service during the year. In addition, certain highly compensated employees who have been advised that they are subject to the Plan's Spousal Conflict of Interest rules as explained in Question 10 are not eligible to share in the Company's contributions.

13. How much will be allocated to each eligible employee?

If the Company's discretionary contribution is in an amount equal to the amount that would be contributed as explained at Question 10, then each eligible employee will be allocated the amount determined under that formula.

If the Company's contribution is in a different amount, then the formula below applies to determine how much of the Company's discretionary contribution is allocated to each eligible employee.

We determine the employee's "individual allocation percentage" and then multiply that percentage by Company's contribution for the year.

To determine the employee's "individual allocation percentage" we first calculate the employee's allocation credits. An employee's allocation credits are determined from his or her eligible compensation based on the formula below:

- 50% of your first 6% of compensation that you contribute to the Plan (maximum 3% on 6% contribution). The catch-up elective contributions permitted for employees age 50 or over are not counted; plus
- 2% of eligible compensation, plus 2% of eligible compensation over the Social Security Taxable Wage Base (SSTWB), plus
- For participants who, on December 31st of the year for which the contribution is made, are at least age 55 with a minimum of 10 years of service, measured from the date the employee began work for the Company, an additional 2% of eligible compensation plus an additional 2% of eligible compensation over the SSTWB. However, the maximum amount of allocation credits for “highly compensated employees” is 6% of compensation.

We then calculate the allocation credits of all eligible employees.

An eligible employee's "individual allocation percentage" is the ratio of his or her credits to the sum of the allocation credits for all eligible employees.

An eligible employee's "individual allocation percentage" is then multiplied by the amount of the Company's contribution for the year. The resulting amount will be put in the employee's Matching and Retirement Accounts for the year, subject to Internal Revenue Code limits described in Question 15.

The allocation between the employee's Matching Account and Retirement Account is described in Question 14. If the contribution consists of both Company Stock and cash, the Stock and cash will be split between the Matching Account allocation and Retirement Account allocation proportionately.

An example of how an employee's share of the Company's contribution is calculated is provided below:

Assume an employee under age 55 has compensation of \$40,000 for the year (under the SSTWB) and is contributing 6% of compensation into the Plan. At the end of the year he/she would have contributed a total of \$2,400 for the year. The number of credits for allocation for this employee is determined as follows:

A 50% match (maximum of 3% for 6% deferral) equals	1,200 credits
The 2% contribution equals	800 credits
The total <u>credits</u> for this employee equals	2,000 credits

Credits are calculated for each participating employee using this procedure. Assuming, for this example, that the sum of the credits for all employees is 5,500,000, each employee's individual credit amount would be divided by the sum of all employees' credits. $2,000/5,500,000$ equals 0.00036, which represents this employee's share of the amount of the Company's total contribution for the year.

14. How is my share of the Company's contribution accounted for?

Your part of each year's contribution is split between your Matching Account and your Retirement Account based on the portion that is attributable to matching contributions on your elective contributions and the portion that is attributable to your compensation under the allocation formula described in Question 13. If the Company's contribution is part in Company Stock and part in cash rather than entirely in one or the other, your Matching Account and Retirement Account would receive the same proportion of Company Stock and cash as the accounts of all other participants who have amounts allocated to them.

You will receive a contribution statement each year that will show the cash and number of shares allocated to you as well as the dollar value per share as determined by the Plan's independent appraiser.

15. Are there any limitations on the amounts that I or the Company may contribute to my accounts under the Plan?

Yes. Your contributions and Company contributions under the Plan must satisfy certain nondiscrimination tests. Accordingly, if you are a "highly compensated employee", the amount of the contribution you are permitted to make or the amount of matching or retirement contribution allocated to your account may be limited in order for the Plan to satisfy these nondiscrimination tests. In addition, it may be that some portion of your contribution or vested matching contribution may be refunded to you to allow the Plan to satisfy these tests.

Whether or not you are a "highly compensated employee" is determined under Internal Revenue Code regulations. Generally, employees earning over \$115,000 for 2013 are "highly compensated" for 2014. Under current law, the amount is adjusted periodically to reflect cost of living increases.

In addition, the Internal Revenue Code imposes certain limitations on the amount which may be added to your accounts (other than amounts credited as a result of investment growth or rollover contributions) in any calendar year. The amount which may be added may not exceed a maximum dollar limit. The dollar limit is \$52,000 for 2014. Elective "catch-up contributions", which are limited to \$5,500 for 2014, do not count against the \$52,000 limit. Under current law, the \$52,000 limit is increased periodically to reflect cost of living increases. If the amount that would be allocated to your account exceeds the maximum permitted amount, we are required to reduce the amount to the extent necessary to satisfy the requirement. Depending on the circumstances, the reduction may be made by refunding to you a portion of your elective contributions and, if that is not sufficient, reducing the amount of the Company's contributions allocated to you. You will be advised if an adjustment must be made and the method for making it.

FUND ADMINISTRATION

16. Who holds contributions to the Plan?

The Plan has two trustees that hold the Plan's assets in separate trust funds. Vanguard Fiduciary Trust Company ("Vanguard") holds all of the Plan's assets other than Company Stock. GreatBanc Trust Company holds all of the Company Stock.

17. What investment options are available through Vanguard?

The Committee has arranged with Vanguard to make a variety of investment categories available for investment of your account. The investment categories include mutual funds, stable value funds, commingled trust funds and through the Vanguard Brokerage Option individual stocks, bonds and other securities. The Committee may from time to time add to or delete the investment categories in which the Fund assets may be invested. The list of investment options is available from Vanguard at www.vanguard.com or 1-800-523-1188, the Company's Human Resources Department at 1-610-701-3095, or the Company's portal.

Before making your selections or when considering changes to your existing elections, you should read the information distributed to you about investing and about the particular funds and such additional information as may be helpful to you. (See Question 21 below for separate rules which apply to your Company Stock accounts.)

You may request the additional information listed below about any of the investment funds by contacting Vanguard at www.vanguard.com or 1-800-523-1188 or the Human Resources Department at 1-610-701-3095.

- A description of the annual operating expenses for each investment fund which reduce its rate of return and the aggregate amount of such expenses expressed as a percentage of the fund's average net assets.
- A copy of the prospectuses, financial statements and reports and other materials which Vanguard provides to the Committee.
- The value of your account invested in a particular fund.
- Past and current investment performance of an investment fund, determined net of expenses, which the Plan offers or in which your account is invested.
- A description of the fees, if any, that apply to early redemption or sale of your investment in a particular fund.

18. May I direct investment of my account?

You designate the investment category or categories in which you want to invest your accounts, other than your Company Stock Accounts. You make your initial investment elections (and beneficiary designations) by completing an enrollment form which will be provided to you.

You may also elect that amounts previously contributed be removed from one investment category and be deposited in another investment category, referred to as exchanges. You make these changes by contacting Vanguard at www.vanguard.com or at 1-800-523-1188.

You should review investment fund prospectuses before you make or change an election, since some vehicles have early redemption and transactions fees or charges as well as investment fees. These fees, charges and expenses are subject to change from time to time. Please note that Vanguard reserves the right to deduct a purchase or redemption fee from purchases or redemptions.

As noted, the Plan allows you to exercise control over amounts in your individual accounts by giving you the opportunity to select among a number of separate diversified investment funds and individual securities and to change your investment selection on any day by telephone at 1-800-523-1188 or by contacting Vanguard at www.vanguard.com. You should note, however, to prevent practices that it deems abusive to other investors Vanguard reserves the right to limit the frequency of trades into or out of a particular fund and to impose redemption or liquidation fees if you do not hold your investment for a specified period.

Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") relieves fiduciaries of a plan which gives participants certain rights over the investment of their retirement plan accounts from liability for losses which are the direct and necessary result of following a participant's investment instructions. Since the Plan gives you substantial control over the investment of your accounts, the Plan is intended to be a plan described in section 404(c) of ERISA. Accordingly, you are responsible for the investment decisions you make. The Plan's fiduciaries are not responsible for investment losses you may suffer as a result of following your investment instructions.

The Committee may limit your right to (a) increase or decrease contributions to a particular investment category, (b) transfer amounts to or from a particular investment category or (c) transfer amounts between particular investment categories, if such limitation is required under the rules establishing or maintaining an investment category.

19. What happens to earnings or losses?

Your account is credited with investment gains, losses, income and expenses for each investment category in which it is invested. A separate account is established for you in each investment category to record your new contributions and earnings. Your account

(other than Company Stock) is valued daily. Your Company Stock Account is valued quarterly.

20. What investment expenses are charged to my account?

You should consult your fund prospectus or contact Vanguard to obtain current information about the costs associated with the purchase or sale or redemption of any investment as well as investment management fees.

Costs of investment reduce the yield of the funds.

21. What investment rules apply to my Company Stock Accounts?

Your Company Stock Accounts are invested in Weston Solutions common stock.

All Company Stock is privately owned. Because there is no market to determine the value of Company Stock, GreatBanc Trust Company as the trustee of the Company Stock fund, engages an independent appraiser to value shares of Company Stock. The valuations are done on the last business day of each calendar quarter.

To maintain the private status of the Company, the Plan will not make distributions of Company Stock. After you reach your normal retirement date (age 65) and become eligible to receive your Company Stock Accounts, the Company will arrange for the repurchase of your shares at the appropriate valuation price. (see Question 25). The cash amount will be paid into the Plan and then be distributed to you (if you elect a cash distribution) or be included in any rollover contribution (if you elect a rollover to an individual retirement account) or be reinvested in the Plan's investment funds according to your direction if you elect to postpone distribution.

Each year the Company's Board of Directors considers whether or not funds will be made available to allow participants who have reached age 55 or more to elect that a portion of their Company Stock Account be sold back to the Company at a valuation date price and that the proceeds be invested in one of the investment options available for other accounts according to the participant's direction. This feature of the Plan is referred to as the "diversification election". It operates as follows:

- The Board of Directors must approve that funds that will be made available for diversification. The Board's approval is based on a number of factors, including the Company's financial performance, lenders' approval and available cash flow.
- To be eligible to make a diversification election, as of the preceding December 31st you must be both age 55 and 100% "vested" in your Accounts (see Question 28). You are eligible to make an election each time that the Company offers a diversification election after you satisfy the two eligibility requirements.

- If you are eligible and the diversification election has been approved, you will receive a notification no later than 30 days prior to the diversification election due date.
- The notification will include the election rules and procedures. In addition, it will include the valuation date that will be used for repurchase of Company Stock and the due date set by the Human Resources Department for returning your election form.
- Because your election form is due before the stock price is received from the appraisal firm, you may set a minimum price, known as a "stop limit", that you will accept. If the valuation date price is below your stop limit, your election will be void and your shares will not be sold.
- If you are 100% vested and are age 55 as of the preceding December 31st, you may elect to sell up to 20% of the Company Stock allocated to you through that December 31st. If you are older and 100% vested, you may elect to sell an additional 20% for each year older. Diversification may be requested according to the following schedule:

<u>Age as of 12/31</u>	<u>% of Total Shares Eligible for Diversification</u>
55	20% of total shares
56	40% of total shares
57	60% of total shares
58	80% of total shares
59 or older	100% of total shares

- The number of shares of Company Stock that are available for diversification is determined by the total number of shares allocated to your Plan account as of the end of the previous year (including shares allocated to you for that year) plus the number of shares which you sold in previous diversification elections. That total number is multiplied by the diversification percentage based on your age, reduced by the number of shares which you sold in previous diversification elections. The election is available to active employees and separated vested employees who satisfy the age and vesting requirements. A separated employee who was not 100% vested at employment termination does not become 100% vested until the former employee forfeits the nonvested portion of his or her account. This occurs after a five-year period of absence (see Question 30).

Please keep in mind that the opportunity to make this election is open only if, and to the extent, the Company makes funds available. If the available funds are not sufficient to allow all elections, the Company will repurchase an equal portion of the shares offered for liquidation by each electing participant.

In addition to the regular diversification election described above, if you have severed employment, you may request that the Company or Weston Solutions repurchase all of the shares in your Company Stock Account, but only if you have a Member Conflict of Interest. For these purposes, you will be considered to have a Member Conflict of

Interest if you assert and the Committee, in its discretion, determines that all of the following are true: (i) that Company Stock allocated to you under the Plan would result in a conflict of interest arising out of your actual or impending employment that would result in economic harm or loss to you, such as an impediment to either continuation of your current employment or the offer of new employment; (ii) that the repurchase of the Company Stock, either alone or in conjunction with other action taken by you, would resolve all conflicts of interest; and (iii) no other action is reasonably available to you to mitigate the conflict of interest. However, if the repurchase of your shares would cause the Company or Weston Solutions to default on certain debt agreements that are senior in priority to the Company Stock or if the Company or Weston Solutions is in default under such debt agreements, neither the Company nor Weston Solutions is required to repurchase your Company Stock, in which case, you may reassert the Member Conflict of Interest at a future date.

If you have not severed employment at a time when you have Company Stock allocated to you and you have a Spousal Conflict of Interest as described in Question 10, your investment in Company Stock will be liquidated as of the quarterly valuation date next following the Committee's determination that such Spousal Conflict of Interest exists. However, if the repurchase of your shares would cause the Company or Weston Solutions to default on certain debt agreements that are senior in priority to the Company Stock or if the Company or Weston Solutions is in default under such debt agreements, neither the Company nor Weston Solutions is required to repurchase your Company Stock, in which case, you may reassert the Spousal Conflict of Interest at a future date.

Repurchases pursuant to conflicts of interest are made without regard to the cash available for regular diversification elections.

The above rules are effective for Member Conflicts of Interest and Spousal Conflicts of Interest arising on or after December 16, 2013. Forms for requesting a Member Conflict of Interest determination by the Committee or a Spousal Conflict of Interest determination by the Committee are available from the Human Resources Department.

22. Who votes the shares of Company Stock allocated to me?

You may direct the Trustee how to vote shares of Company Stock allocated to your accounts.

NORMAL AND DISABILITY RETIREMENT

23. When may I retire under the Plan?

Your normal retirement date is your 65th birthday. If you retire on or after your normal retirement date, your account will be 100% vested without regard to your length of service. Your account is subject to investment gain or loss until it is distributed.

At your election, your account balance will be distributed to you after you retire (see Question 25). At the latest, your account must begin to be distributed to you by the April 1st of the calendar year following the calendar year in which you reach age 70-1/2 (see Question 25).

If you continue as an eligible employee after your normal retirement date, you remain eligible to make contributions and share in Company contributions.

24. What if I am disabled?

The Plan provides that your account will be 100% vested, subject to investment losses, without regard to your length of service, if you suffer a "disability", as defined below.

At your election, your account will be distributed to you after you retire due to "disability" (see Question 25).

You are "disabled" for purposes of the Plan if you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. A condition will not be considered to be of long-continued and indefinite duration until the earlier of a determination from the Social Security Administration that you qualify for Social Security disability benefits or 12 months elapse from the date you stop work due to the condition.

If you terminate employment with the Company for reasons other than "disability" but later are determined to be "disabled" for purposes of receiving Social Security disability benefits, you may request a distribution of any portion of your account, including the portion invested in Company Stock (see Question 25).

25. If I retire at or after my normal retirement date (age 65) or due to "disability", when will my account balance be distributed?

You must request that the value of your accounts be distributed or transferred to an individual retirement account or other tax-qualified retirement plan. To receive a distribution of the value of your Company Stock, you must first request liquidation of the Company Stock by contacting the Human Resources Department. Once your Company Stock is liquidated, the proceeds will be transferred to Vanguard and invested according to your directions in one or more of the investments available at Vanguard.

If you request liquidation, your Company Stock accounts will be liquidated for distribution based on the valuation date price next following your request for distribution provided that your request is received no later than the 1st day of the final month of a valuation period (March 1, June 1, September 1 and December 1). For example, if your request is received November 30, 2014, the price will be the December 31, 2014 price. You may not revoke your election after the deadline for delivery.

You should request a distribution form and related materials from the Human Resources Department if you want all or a portion of your Company Stock to be liquidated.

You may specify a minimum price that you will accept. This minimum price is referred to as a "stop limit". If the valuation date price is below your stop limit, your election to sell will be deemed null and void and your shares will not be sold.

To receive a distribution of the value of your account that Vanguard holds, you must contact Vanguard directly at www.vanguard.com or 1-800-523-1188. Vanguard will distribute the value of your investment accounts in one lump sum of the entire amount or in a partial payment, as you direct, as soon after your request for distribution is received as is administratively feasible.

You have the option of deferring the payment of your retirement benefits, including your accounts invested in Company Stock, until the April 1st of the calendar year that follows the calendar year in which you reach age 70-1/2.

DEATH BENEFITS

26. What happens if I die?

If you die, the value of your investment accounts held by Vanguard will be distributed to your beneficiary in a single sum or in partial payments, as your beneficiary elects. Your beneficiary may elect to sell the Company Stock in your accounts at any quarterly valuation date price after your death in accordance with the election rules explained at Question 25.

If your spouse is your beneficiary, he or she may request a distribution and roll it over to an individual retirement account or request a direct rollover to an individual retirement account. Any other beneficiary may request a distribution or a direct rollover to an individual retirement account—but may not roll over a distribution he or she actually receives. Your beneficiary should get his or her own tax and financial planning advice about the best course to follow.

27. Who will receive the distribution?

You may designate the person or persons who will receive the death benefit payable in the event of your death before distribution of your accounts. Such person (or persons) is called your "beneficiary". A beneficiary designation must be made through Vanguard at www.vanguard.com or at by calling 1-800-523-1188.

Under federal law, if you are married at the time of your death, your spouse must be your Plan beneficiary unless your spouse consents in writing to your designation of a different beneficiary on the beneficiary form and your spouse's consent is witnessed by either a

notary public or an authorized representative of the Committee. Accordingly, if you are now married and have designated a beneficiary other than your spouse, your beneficiary designation will not be effective unless your spouse consents on the appropriate form. Further, if you are now single but marry later, you should obtain your spouse's consent to your designation if you designate someone other than your spouse. Once given, your spouse may not revoke his or her consent to your beneficiary designation. However, if you designate a new beneficiary, then you must obtain a new consent from your spouse.

If you designate someone other than your spouse as your beneficiary and your spouse does not consent, your spouse will receive 100% of your account.

If you do not designate a beneficiary or if your beneficiary dies before you or if your designation is invalid for any reason, your death benefit will be distributed as follows:

For deaths occurring prior to December 16, 2013:

- (a) Your spouse, if living, or if not; to
- (b) Your estate.

For deaths occurring on or after December 16, 2013:

- (a) Your spouse, if living, or if not, to
- (b) Your surviving biological and adoptive children in equal shares, or
- (c) If you are not survived by any biological or adoptive children, to your surviving biological or adoptive biological parents in equal shares, or
- (d) If you are not survived by any biological or adoptive parents, to your estate.

If you become divorced and had designated your former spouse as your beneficiary, your designation will not be valid. You must designate a new beneficiary.

The benefit will be payable to your beneficiary's estate if your beneficiary dies after you but before receiving benefit payments.

TERMINATION OF EMPLOYMENT AND VESTING

28. What happens if my employment terminates before my normal retirement date or death?

You will always be 100% vested in your savings account, voluntary contribution account and rollover account. "Vested" refers to the portion of your accounts that you will receive if you terminate your employment with the Company. Accordingly, since you are 100% vested in your savings, voluntary contribution and rollover accounts, you will be entitled to receive the balance of these accounts (as adjusted for investment gains and losses) after you terminate your employment.

You will be 25% vested in your accounts derived from Company contributions (Matching and Retirement Accounts) after you have been credited with two years of service for vesting (as explained at Question 29), 50% vested after three years, 75% vested after four years and 100% vested after five years. However, if you began work for the Company before June 2, 2001, you will be 100% vested after you have been credited with three years of service for vesting.

If you are actively employed at age 65 or older, or if your employment terminates due to your death or if your employment with the Company terminates due to "disability", you will become fully vested in all of your accounts without regard to your length of service.

29. What years are credited as years of service for vesting?

You will receive credit for one year of service for each year measured from the date you began work for the Company to each anniversary of that date that you are employed by the Company. All of your service, including service in an ineligible capacity, counts for purposes of determining whether you have vested rights.

If your employment terminates but you return to employment within one year, the period of absence as well as your employment prior to rehire counts. If your employment terminates and you are rehired in more than one year but less than five years, your pre-termination and post-termination service are counted, but not the period of your absence.

If you have a period of absence of five consecutive years and are rehired, then future years of service will not be taken into account for purposes of earning vested rights in your accounts which were not vested when your employment initially terminated. However, your prior service will count for purposes of vesting in new employer contributions to your accounts.

30. What happens to non-vested account balances?

The rule below applies if you had no benefit from Company contributions as of December 31, 2007. In that case, if your employment terminates and you either had no vested benefit on the date of termination or received a distribution of your vested benefit, you will forfeit the non-vested portion of your benefit on the later of your date of separation or distribution. The forfeited amount will be restored if you return to service with the Company before you have a period of absence of five consecutive years. Otherwise, you will forfeit the nonvested portion of your benefit after a period of absence of at least five consecutive years.

If you had a benefit from Company contributions as of December 31, 2007, you will forfeit the nonvested portion of your benefit after a period of absence of at least five consecutive years.

31. What is my benefit amount?

Your benefit amount is the value of your vested account balance at the time of distribution.

32. When will my vested benefit be distributed?

You may request distribution of your vested benefit (other than your Company Stock) at your termination of employment prior to your normal retirement date. To request a distribution, please contact Vanguard at www.vanguard.com or at 1-800-523-1188. Distribution will be made as soon after your request as is administratively feasible.

To make your distribution, all amounts held in the Plan's trust fund (other than Company Stock Accounts) will be liquidated and distributed to you (less applicable tax withholding) or be included in any rollover contribution you designate (if you elect a rollover).

If you do not request distribution, then your account will be held as part of the Fund until you request distribution or reach age 70-1/2, whichever occurs first. If you die prior to distribution, your account balance will be distributed as a death benefit provided the Committee receives notice of your death (see Question 27).

33. When will my vested Company Stock Accounts be distributed?

If (i) you terminate your employment with the Company after you reach age 65, or (ii) your employment terminates due to your death or after you have a disability, the value of your vested Company Stock Accounts will be available for distribution after it has been liquidated as described at Question 25. However, you may defer distribution of the cash proceeds until age 70-1/2. After you become eligible, you should ask for a liquidation request form from the Human Resources Department. The rules for requesting a liquidation of your Company Stock account are explained at Question 25 and in the instructions included in the distribution materials that the Human Resources Department will give you when you make your request.

If you have terminated your employment and reached age 70-1/2, Company Stock will be liquidated to the extent necessary to make any required minimum distribution that the Internal Revenue Code requires even if you have not made a liquidation election.

If you terminate your employment with the Company prior to age 65, the value of your vested Company Stock Accounts may not be liquidated until you reach age 65. (See Question 25) However, when you reach age 55 (or become 100% vested, if later,) you may make a diversification election as described at Question 21.

If you are an active employee over age 59-1/2, you may elect an in-service distribution of the cash proceeds of any stock repurchase as explained at Question 35. If you are a

former employee, you may elect distribution of the cash proceeds of any stock repurchase as explained at Question 32.

LOANS AND IN-SERVICE DISTRIBUTIONS

34. May I borrow from my accounts?

Generally, the Committee will allow the Trustee to make loans available to active Plan participants. You may not borrow from the Plan after your employment terminates. The amount you may borrow depends on the vested portion of your account balances. You may not borrow more than 50% of your vested accounts or \$50,000, whichever is less. Also, the amount you borrow may not exceed the cash value of all your investment accounts, even if this is less than 50% of your vested accounts. In addition, certain other legal limits may apply. The Committee will explain these to you if they become relevant.

The minimum amount of any loan is \$1,000. The term of the loan may not exceed five years and will be at an interest rate equal to a rate charged by commercial lenders for comparable loans at the time the loan is disbursed, as determined by the Committee. You may be required to authorize payroll withholding to repay your loan and must pledge up to 50% of your account balance as security for the loan. You may only have two loans outstanding at a time. Generally, if you terminate employment with the Company, your loan will become due and payable unless you arrange to continue your payments by direct payment to Vanguard. If you do not repay the loan or make direct continuation payments your loan will be put in default status at the end of the calendar quarter following the later of the calendar quarter in which your employment terminated or the calendar quarter in which you failed to make direct continuation payments to Vanguard. If your loan is defaulted, the remaining loan balance will be treated as taxable income to you

If you are on an approved leave of absence with pay, you will be required to continue loan repayment by making direct repayments. When you start your leave, you should request instructions about loan repayment. If you are on an approved leave of absence without pay, your loan payments may be suspended for up to one year. Upon your return to employment, your loan principal will be re-amortized over the remaining period of the loan term. This will result in an increase in your regular payments.

If you are a reservist called to active duty in the United States military, you may suspend loan repayment during your period of active service.

The amount you borrow will be charged against your accounts. All your loan repayments will be credited to your accounts.

You may request a loan by making telephone application through The Vanguard Group by calling 1-800-523-1188.

If you take a loan from the Plan, you will be charged a one-time fee of \$40 for the expense of establishing the loan and \$25 per year for administering its repayment

35. May I make a withdrawal from my accounts while I am still employed by the Company?

You may withdraw all or a portion of your voluntary contributions (after tax contributions made before 1987) and rollover accounts while you are employed by the Company.

You may withdraw amounts from your prior matching account attributable to Company contributions made for pay dates prior to June 9, 2001.

You also may withdraw from your savings account for hardship reasons (see Question 36).

When you reach age 59-1/2, you have the right to receive an in-service distribution from all of your accounts in which you are 100% vested, except your accounts invested in Company Stock.

All requests for in-service withdrawals must be made through Vanguard by using their web site or toll free telephone number.

36. How do I qualify for a "hardship" distribution?

The Plan authorizes "hardship" distributions from your savings account and prior matching account attributable to Company cash contributions made for pay dates prior to June 9, 2001. However, before you are eligible for a hardship distribution, you must take all permitted withdrawals described in Question 35, above.

For purposes of the Plan, "hardship" means an immediate and serious financial need resulting from (i) medical expenses for you or one of your dependents; (ii) tuition and related fees and expenses for post-high school education for you or one of your dependents; (iii) the purchase of your principal residence; (iv) your threatened eviction from or mortgage foreclosure on your principal residence; (v) funeral expenses for certain immediate family members; or (vi) a loss to your principal residence that qualifies as a "casualty loss" under the Internal Revenue Code.

The amount which may be distributed to you may not exceed your immediate need resulting from the hardship or, if less, the sum of (i) your pre-tax contributions, (ii) income on your pre-tax contributions as of December 31, 1988 and (iii) the vested portion of your pre June 2, 2001 matching account.

As a condition to receiving a hardship distribution, you must certify to the Committee that your financial need cannot be relieved (i) by liquidation of your other assets, (ii) by ceasing contributions to the Plan, (iii) by borrowing from the Plan or on reasonable commercial terms or (iv) through insurance reimbursement.

The Committee must interpret the hardship provision strictly. The Plan is not permitted to make a distribution from your savings account to you while you remain an employee unless you satisfy the conditions noted above. Any improper distribution could disqualify the Plan, thereby depriving all participants of the favorable federal income tax treatment the Plan offers.

To request a hardship withdrawal you should contact Vanguard at www.vanguard.com or 1-800-523-1188. The materials Vanguard provides to you will explain the supporting information you must deliver to the Human Resources Department to document that you have a situation that qualifies for a hardship distribution.

37. Are in-service distributions taxable?

Yes, except for certain Roth 401(k) contributions and the amount of your voluntary after tax contributions made before 1988.

You should note that as a matter of current law distributions made on account of hardship and any other in-service distributions are taxable for federal income tax purposes (except to the extent they consist of after tax contributions). Also, if you are under age 59-1/2 at the time of the distribution, you generally must pay a penalty tax equal to 10% of the taxable amount distributed.

LEGAL AND TAX CONSIDERATIONS

38. May the Plan be amended or terminated?

The Company reserves the right to amend or terminate the Plan at any time by action of its Board of Directors or the Board's delegate. If the entire Plan is terminated, your account balance will be 100% vested without regard to your length of service.

The Plan may be amended to provide that no future benefits will be earned; however, the Plan cannot be amended to take away benefits you have already earned.

39. Are my benefits under the Plan insured?

No. Under federal statutes the Pension Benefit Guaranty Corporation does not guarantee benefits under this Plan.

40. May I lose my benefits for any reason?

If you terminate employment before you are fully vested, you will forfeit the non-vested portion of your account after you have a period of absence of five consecutive years (See Question 30 for more details).

Company Stock forfeited in a Plan Year will be used to make "restoration contributions" for returning military personnel entitled to benefit restoration under federal law and to restore forfeitures of those who return to employment within five years. Any remaining forfeited shares will be included as part of the Company's contribution for the year. Cash forfeited in a Plan Year will be used to pay Plan expenses. Any remaining amount will be applied to restore forfeitures. Finally, if any cash amount remains, it will be included as part of the Company's contribution for that year.

Potential benefits may be reduced by adverse investment experiences of the Fund, by any taxes or fees assessed against or payable by the Fund and by administrative costs incurred by the Committee or the Trustee to the extent these costs are not paid directly by the Company.

Your benefits may be subject to a federal tax levy or the collection by the United States on a judgment resulting from an unpaid tax assessment and certain limited involuntary assignment that federal law allows or requires.

Your benefits may be awarded to your spouse, former spouse or dependents under the terms of a qualified domestic relations order ("QDRO") issued under state domestic relations or community property law. Any portion of your benefits not awarded to your spouse, former spouse or dependents will be paid to you.

The Plan may not follow any domestic relations order relating to your Accounts unless the order is in the form of a QDRO. Participants and beneficiaries may obtain, without charge, from the Company a copy of the procedures governing QDRO determinations under the Plan. Under the Plan's rules, Company Stock will not be subject to accelerated liquidation/distribution in a QDRO and to the maximum extent possible shall not be part of the assigned benefit.

The Company will notify you if the Plan receives a domestic relations order relating to your Accounts under the Plan and will also determine, within a reasonable time, if the order is a QDRO. You will be notified of the decision. In the meantime, the affected portion of your Accounts will be held in a separate Account and may not be withdrawn or distributed to you until after the QDRO issue is resolved.

41. Are there any legal limitations on my benefits?

The amount of contributions which may be made for any employee under the Plan is subject to limitations imposed by the Internal Revenue Code and Regulations. Every effort will be made to advise any participant affected by these limitations.

42. How am I taxed on my share of contributions and Plan earnings?

The Plan is intended to be a qualified defined contribution profit sharing plan which satisfies the applicable requirements of sections 401(a), 401(k) and 401(m) of the Internal Revenue Code of 1986 (the "Code"). Assuming the Plan so qualifies, under current law

you would not be subject to federal income tax on your savings contributions, rollover contributions or Company contributions to the Plan or earnings allocated to your account until you receive a distribution from the Plan.

43. How will I be taxed on distributions?

You will receive an explanation of the federal income tax rules which apply to your benefits at the time you elect a distribution.

You should not rely on this information and should consult the Internal Revenue Service or your tax advisor when considering a distribution under the Plan to determine the most appropriate tax planning under your circumstances. Neither the Company nor the Trustee can provide you with tax advice.

PLAN ADMINISTRATOR

44. Who administers the Plan?

The Company is the statutory plan administrator for purposes of official reports to you and the government.

The Company's Board of Directors designates a "Committee" to control and manage the operation and administration of the Plan.

45. What happens if I disagree with a decision of the Committee concerning my Plan benefits or eligibility?

If the Committee denies your claim, the Committee will notify you in writing within 60 days after receipt of your claim. This notification will include (i) the specific reasons why your claim was denied, (ii) the specific reference to the Plan provisions on which the denial is based, (iii) a description of any additional information you must provide to perfect the claim and why the information is needed, (iv) an explanation of the procedure you may follow to appeal the denial of your claim, including the time limits of the claim review procedure and (v) a statement that you have the right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act to request that a court consider your claim if your claim is denied on appeal.

You may request review by the Committee of the denied claim by filing a written notice with the Committee within 60 days after receipt of the notification of the claim denial. You may submit issues and comments at this time. You will be afforded a full and fair review by the Committee.

The Committee must give you a written decision on the appeal not later than 60 days after receipt of the request for review, unless special circumstances require an extension of time, in which case the decision will not be later than 120 days after the receipt of the

request for review. If your claim is again denied, the Committee must give you the specific reasons for the denial and the specific Plan references on which it is based as well as certain additional information required by Department of Labor regulations.

46. What are my rights under ERISA?

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

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts and a copy of the latest annual report (Form 5500 series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain upon written request to the plan administrator copies of documents governing the operation of the plan, including all plan documents, insurance contracts, 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 benefit at normal retirement age (age 65) and if so, what your benefit would be at normal retirement age if you stop working under the plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

Prudent Action By Fiduciaries

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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan document or 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 provided you have complied with the Plan's claims and claims approval procedures (see question 45). 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 a 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 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 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 rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

BASIC INFORMATION

- 1. Name of Plan:**
Weston Solutions, Inc. Retirement Savings and Employee Stock Ownership Plan

- 2. Name and address of the Plan Sponsor:**
Weston Solutions, Inc.
1400 Weston Way
West Chester, PA 19380-1499

- 3. Identification Numbers**
Plan Sponsor: 23-1501990
Plan Number: 004

- 4. Participating Subsidiaries**

None

- 5. Type of Plan:** Defined Contribution Profit Sharing Plan with Qualified Cash or Deferred Arrangement

- 6. Name, address and principal place of business of the Trustee of the Plan:**
Vanguard Fiduciary Trust Company
P.O. Box 2900
Valley Forge, PA 19482

GreatBanc Trust Company
1301 W. 22nd Street
Suite 800
Oak Brook, IL 60523

- 7. Name, address and telephone number of the Plan Administrator:**
Weston Solutions, Inc.
1400 Weston Way
West Chester, PA 19380-1499
Attention: Benefits Manager
Phone: 1-610-701-3178

- 8. Type of Administration:**
Company administered plan with independent, corporate trustees

9. Name of person designated as Agent for Service of Legal Process and the address at which such Process may be served:

Corporate Secretary
c/o Weston Solutions, Inc.
1400 Weston Way
West Chester, PA 19380-1499

Service of Legal Process may also be made upon the
Plan Trustee or the Plan Administrator.

10. Initial Effective Date of the Plan: April 4, 1984

11. Plan Year: January 1 to December 31