Weston Solutions, Inc. Retirement Income Plan

Summary Plan Description

INTRODUCTION

Weston Solutions, Inc. (the "Company") sponsors the Weston Solutions, Inc. Retirement Income Plan (the "Plan").

The Plan was "frozen" effective June 30, 1997. This means that (i) only an employee who was a participant in the Plan on June 30, 1997 can be a participant, (ii) no employee will earn additional benefits for employment after June 30, 1997 and (iii) the benefits of eligible employees are fixed at the amount earned under the Plan's benefit formula through June 30, 1997.

This booklet describes the Plan as it applies to persons who (i) are active employees on January 1, 2013 who have vested benefits held in the Plan and (ii) certain former employees whose vested benefits are still retained in the Plan.

PARTICIPANTS

Current and former Company employees who began work on or before June 30, 1996 and earned benefits that are retained in the Plan are participants.

Former Company employees who separated from employment with the Company with nonforfeitable rights to a pension benefit on or before October 31, 2000 are not participants. The Plan purchased a group annuity contract from The Principal Life Insurance Company to provide their benefits. Accordingly, they are receiving or will receive benefits from Principal. Those former employees received a notification late in 2000 advising them of the annuity purchase.

BENEFITS

1. Introduction: You received a benefits statement from *Schwab Retirement Plan Services (*"Charles Schwab") at the end of 2012 that you should have retained with your personal records for the Plan. While your benefit will not change, you may request another statement in the future from Charles Schwab at (800) 724-7526. The benefit amount shown on your statement is the benefit you earned payable in the form of a straight life annuity for your life, with the first payment made for the month that begins with or immediately follows the date on which you reach age 65 and the last payment made for the month in which you die. This is referred to as your "normal retirement benefit".

2. Calculating Your Benefit: During the period that participants earned Plan benefits, the benefit formula changed four times. Your benefit at “normal retirement age” is the total of the amount you earned each year under the formula that applied to that year.

(1) For service for calendar years 1979 through 1988 the formula was 1.0% of your "compensation" up to 75% of the social security taxable wage base for that year (rounded to the next lower $100) plus an additional 1.7% of your "compensation that was over 75% of the social security taxable wage base for that year (rounded to the next lower $100).

For purposes of this formula, "compensation" means taxable pay reported on Form W-2, excluding certain fringe benefits but including certain pre-tax contributions withheld from your otherwise taxable pay and applied as pre-tax employee contributions to Company retirement and welfare benefit plans. Compensation for each year was capped at the limit set by the Internal Revenue Code.

To receive full credit for the year, you must have received pay for 2,000 hours of service. If you were paid for at least 1,000 hours but less than 2,000 hours, for purposes of the formula your "compensation" was annualized as if you had 2,000 hours, but the benefit for the year was prorated. That is, your benefit amount was determined by a fraction that was the number of hours of service you had divided by 2,000 (rounded up to next tenth of an hour).

(2) For service for calendar years 1989 through 1996, the formula was 1.15% of your "compensation" up to 75% of the social security taxable wage base for that year (rounded to the next lower $100) plus an additional 1.5% of your "compensation" that was over 75% of the social security taxable wage base for that year (rounded to the next lower $100).

The rules for determining "compensation" and credit for service were essentially the same as applied for 1979-1988.

For the calendar years 1989-1992, some special rules applied as a result of changes in the law. If your compensation was more than the amount shown in column (1) but less than the amount shown in column (2), you earned benefits under the 1979-1988 formula described in (1) above rather than the formula that generally applied for those years (provided that prior formula yielded a greater benefit).

YEAR	MINIMUM	MAXIMUM
1989	$63,000	$81,720
1990	$67,200	$85,485
1991	$70,000	$90,803
1992	$72,800	$93,518

(3) For service for the period beginning January 1, 1997 and ending June 30, 1997, the formula was the same as for 1989-1996 except that (i) "compensation was limited to amount earned through June 30, 1997, (ii) the social security taxable wage based for the formula was $24,500, which was half of the amount that otherwise would apply and (iii) the service requirement was prorated.

(4) For service for calendar years prior to 1979, a two-part formula applied. This is explained at Appendix I at the end of the booklet.

VESTING SERVICE

Vesting service is used to determine your eligibility to receive benefits.

To earn a vested right to the benefit you earned, you must either complete five years of service or reach age 65 (which is the Plan's normal retirement date) on or before the date your employment with us terminates. A year of service for this purpose is a calendar year in which you are paid or entitled to payment for 1,000 hours of service.

All employees who have a frozen benefit and therefore have received a benefits statement from Charles Schwab have vested rights to the benefit shown in that statement.

If the lump sum value of the annuity that you earned is more than $1,000 but not more than $5,000, you may elect a lump sum distribution (less required tax withholding) or elect a direct deposit to an individual retirement account or another plan. If you do not make an election, the Plan will retain your benefit. The Plan will pay your benefit to you as an annuity when you become eligible to start receiving annuity payments

If the lump sum value of the annuity that you earned is more than $5,000, the Plan will pay your benefit to you as an annuity when you become eligible to start receiving annuity payments.

The date you may begin receiving annuity payments and the procedures for electing a form of payment and making application for benefit payments are explained in the next sections of this booklet

BENEFIT PAYMENT START DATES

Normal Retirement/Age 65

You are eligible for normal retirement benefits starting with the month that begins on or after your 65th birthday, regardless of when your employment with us terminates. Accordingly, if you remain an active employee at age 65, you should make an election to begin receiving benefits as your 65th birthday approaches since benefits cannot begin to be paid until after your election is made.

To begin to receive benefits**,** you must file a benefit election form. You may request a form 90 days prior to the date you wish to begin payments by contacting Charles Schwab at (800) 724-7526 or the Weston Human Resources Department at (610) 701-3541. However, Charles Schwab will automatically send you information about your payment options approximately 90 days prior to your 65th birthday. You must return your election form at least 30 days before the start of the month for which you want benefit payments. If you return your form less than 30 days before the start of the month, benefit payments can begin only if you waive your right to change your election during the 30-day period preceding the first day of the month for which benefits will be paid.

Early Retirement/Age 60

You may begin benefits as early as the month following the month in which you turn age 60 if you are a former Company employee. The retirement formula was used to figure your retirement pension at "normal retirement age". If you want your pension to start sooner, the monthly benefit amount is the amount payable at age 65 but reduced by six-tenths of one percent (0.6%) for each month by which the benefit start date is before your normal retirement date. For example, if benefits start 24 months before your normal retirement date, then the reduction is 14.4% so that the amount payable is 85.6% of the age 65 amount. [0.6 x 24 = 14.4; 100 - 14.4 = 85.6]

To begin to receive early retirement benefits, you must file a benefit election form as explained above.

Phased Retirement/Age 62

Certain active part-time employees who have reached age 62 may elect to begin to receive benefit payments before actual retirement. You must meet two conditions. First, you must be scheduled to work on average 20 hours or less per week. Second you must not be expected to resume regular employment beyond 20 hours of service per week for the duration of your employment.

The amount of the pension benefit is the same as for a reduced early retirement pension as explained above. To begin to receive this benefit, you must file a benefit election form as explained above.

BENEFIT PAYMENT OPTIONS

You'll receive your pension in monthly installments during your lifetime. The Plan has two default forms of payment – one for single participants and one for married participants. Or, if you wish, you can choose one of the optional forms of payment.

When you submit your request to begin benefits, you'll receive information about the value of each option. You can choose the best one for you. You can make – or change – your election at any time within the 90-day period before payments begin. You have a minimum of 30 days to consider your options unless you elect to waive the 30-day time period.

Normal Form of Payment

Unless you elect one of the optional forms of payment, your pension will be paid in one of the following default ways:

- If you are single when your payments are due to begin, you'll receive monthly benefits for life. This means that when you die, all payments stop.

- If you are married when your payments are due to begin, you'll receive a lifetime monthly benefit. When you die, your spouse at the time that your pension payments began will receive one-half of your pension benefit amount for the rest of his or her life. The monthly pension amount payable to you will be reduced to allow for payments being made over two lifetimes.

If you are married and do not want the default form of payment for married participants, your spouse must consent in writing to your selection of another form of payment and/or to your designation of another beneficiary other than your spouse. You will be provided with forms for this purpose. Your spouse's consent must be witnessed by a notary public.

Optional Forms of Payment

The optional forms of payment offer you more flexibility in planning for retirement. You must elect one of these options in writing if you don't want the normal form. You will be provided with a form for this purpose.

- The joint and survivor option will provide a reduced pension during your lifetime and continuing income to your beneficiary. You can choose to continue 50%, 66-2/3%, 75% or 100% of your benefit to your designated beneficiary.

- The life and guaranteed option will pay you a reduced lifetime pension, and will guarantee payments for 60, 120, 180 or 240 months. If you die before the guaranteed period ends, your beneficiary will receive the remaining payments. For example, if you elect this option with 120 monthly payments guaranteed and die after receiving 50 monthly payments, your beneficiary will receive 70 monthly payments.

Note: If you elect a minimum number of guaranteed monthly payments or elect to have annuity payments continued after your death to a designated survivor, your monthly pension will be reduced. The amount of reduction in your pension will depend on your age and the age of your beneficiary when your payments start or the number of guaranteed monthly payments you elect. The reduction is made because payments may be made for more than your lifetime.

- The life option will pay monthly benefits during your lifetime only. All benefits will stop when you die. This is an optional form of payment for married participants.

DEATH BENEFITS

When you retire, you can choose a life and guaranteed payment option that will continue payments to your spouse or other beneficiary after you die. If you do not choose a beneficiary or your beneficiary predeceases you, any guaranteed monthly payments payable upon your death will be paid first to your spouse, if any, and then to your estate.

If you die before your benefits start, the Plan will pay a death benefit to your surviving spouse If you do not have a surviving spouse, no death benefit is payable. Your spouse's benefit will equal 50% of the amount you would have received if you had started to receive payments on the day before your death or, if later, when you would have reached age 60 and elected to receive your benefit as a reduced early retirement benefit under the joint and 50% survivor annuity form with your spouse as survivor annuitant, which is the normal form of payment for married participants.

If you are at least age 60 on your date of death, your spouse may begin receiving this benefit as of the first of the month following your date of death. If you are less than age 60 on your date of death, your spouse may begin receiving this benefit as of the first day of the month after you would have reached age 60.

Your spouse may also elect to defer payment of the survivor pension until the date you would have reached normal retirement age, had you lived.

FEDERAL INCOME TAX CONSIDERATIONS

As you probably realize, tax laws are very complicated. In addition, they are subject to change, so any interpretation must be based on the laws currently in effect.

Those terminated participants who are eligible to elect a lump sum distribution (present value of benefit is $5,000 or less) will receive a tax information notice in the form suggested by the Internal Revenue Service at the time the lump sum distribution may be paid. You should read it carefully and consider obtaining tax advice from your own tax adviser.

Benefits with a value of more than $5,000 are only distributed in an annuity form of settlement. If you receive your benefits in an annuity form, (i.e. in monthly payments), the monthly payments you receive during a year are subject to federal income tax in that year. You have the option of having federal income tax withheld from your payments. If you do not return your election form, federal income tax will be withheld automatically. Withholding is applied as if the payments were wages. If you elect not to have withholding apply or even if you do elect withholding, you may still owe taxes on the payments. You are responsible for payment of any taxes associated with the payments.

APPLYING FOR BENEFITS

To receive benefit payments, you may contact Charles Schwab at (800) 724-7526 to request the appropriate election paperwork. You should request the forms at least 90 days before you want benefit payments to start, since it will take some time for the application package to be completed for you and for you to consider the options available and make a decision. Schwab will automatically send out the election forms approximately 90 days prior to your 65th birthday.

If you believe that your benefit amount that the Plan calculates for you is not correct, you will need to file a claim explaining the items you disagree with and including any information you have to support your claim. This letter should be sent to Weston Human Resources, 1400 Weston Way, West Chester, PA 19380. If all or part of your claim is denied, you'll receive a letter within 90 days. The notice will include:

- the reasons for the denial;
- references to the Plan provisions on which the denial is based;
- a description of any additional information that would complete or support your claim, and an explanation of why it's needed;
- an explanation of how you can get your claim reviewed; and
- a statement of your right to bring a law suit under section 502(a) of the Employee Retirement Income Security Act ("ERISA") if you appeal and your appeal is denied.

In some instances, it may take as much as 90 extra days to review your claim. If so, you'll be notified of the reasons; however, in no case, will the extension exceed 180 days from the date your claim was received.

You have 60 days to ask in writing for a review of a denied claim. As part of the process, you may review Plan documents and records relevant to your claim and present issues and comments in writing. If you appeal a denial, you'll receive a decision within 60 days of your appeal. If your appeal requires special study, it may take an additional 60 days to reach a decision. If your appeal is denied you will receive a statement that includes the specific reasons and plan references, as well as a statement that you are entitled to receive relevant information with respect to your claim and bring a law suit, as noted above.

MISCELLANEOUS INFORMATION

1. Funding. Your retirement benefits are currently funded through contributions that Weston makes. Each year, an actuary calculates how much Weston must contribute to provide the promised benefits for Plan participants and their beneficiaries.

Plan assets are held in a trust fund by Charles Schwab Trust Company which serves as the Trustee for the Plan. Its address is below:

Charles Schwab Trust Company
211 Main, 14th Floor
San Francisco, CA 94105

2. Plan Year: The plan's fiscal year is the calendar year (January 1 through December 31).

3. Plan Administrator: The Plan is administered by the Administrative Committee which can be reached at the following address:

Weston Solutions, Inc.
1400 Weston Way
West Chester, PA 19380
(610) 701-3178

The Employer Identification Number assigned by the IRS to Weston Solutions, Inc. is 23-1501990. The Retirement Income Plan also has the identification number (001).

4. Loss of Benefits: There are a few cases in which you or your beneficiary can lose all or part of your pension benefit. The following situations explain the more common ways that this can happen:

- You are single and die before receiving your vested pension.
- Your benefit is subject to a qualified domestic relations order, as used in divorce or child support proceedings (see below).
- Tax lien.
- The Plan ends, its assets do not cover all benefits and the PBGC (Pension Benefit Guaranty Corporation) insurance does not cover all of your benefit (see below).

- If you do not elect to receive benefits when you reach your normal retirement date, no benefits are paid for the months preceding your election.
- If you have questions concerning any of these provisions, please contact the Human Resources Department.

5. <u>Non-assignment of Benefits</u>: Your benefits under the Plan cannot be seized or attached except under a Qualified Domestic Relations Order (QDRO) issued by a state court to provide child support, alimony or marital property rights or in the case of a tax lien. In addition, you can't sell your benefits or use them to borrow money. If the Plan Administrator receives a domestic relations order pertaining to your benefits, you will be notified. You or your beneficiary may obtain a copy of the Plan's QDRO procedures without charge from the Plan Administrator. All QDROs must be approved by the Plan Administrator.

6. <u>Amendment and Termination</u>: Weston Solutions, Inc. has the right to amend or terminate the Plan for any reason whatsoever at any time by action of its Board of Directors or the Board's delegate. You will be informed of any changes that are made that apply to you.

For example, the Plan may be changed because of federal regulations, or it may be terminated for business reasons. However, the Plan cannot be amended to permit any part of the Trust Fund to be used for reasons other than providing benefits to its participants and paying Plan expenses. Plan funds will always be used first to meet liabilities to participants; any funds then remaining at Plan termination would revert to Weston Solutions, Inc.

In most cases after Plan termination, you would receive a deferred annuity contract, with payments beginning when you reach normal retirement date. But if the value of your benefit at that time is $5,000 or less, you may receive an immediate lump sum payment.

PENSION BENEFIT GUARANTY CORPORATION

Note: Department of Labor regulations require that this booklet contain the following information:

Your benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the plan, but some people may lose certain benefits.

The PBGC generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the Employer; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) non-pension benefits.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930 Washington D.C. 20005-4026 or call (202) 326-4000 (not a toll free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

YOUR RIGHTS UNDER ERISA

Note: Department of Labor regulations require that this booklet contain the following information:

As a participant in the Retirement 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:

Receive Information About Your Plan and Benefits

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

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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 (age 65) 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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about 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 form 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 Pension Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

NOTE: The benefit information contained in this booklet represents your summary plan description, as required by the Employee Retirement Income Security Act of 1974 (ERISA). Copies of the full Plan and Trust documents are available for your review from the Weston Solutions, Inc. Human Resources Department. In case of any conflict between the explanation in this book and the Plan and Trust documents, the provisions of the Plan and Trust documents will prevail.

APPENDIX 1

The Plan had a two-part formula for periods prior to 1979. Your benefit was the amount determined under the formula which provided the larger benefit to you.

The first formula amount is the product of multiplying (A + B) x C where:

A = 0.9% of Earnings as of January 1, 1979 up to $8,700 B = 1.5% of Earnings as of January 1, 1979 over $8,700 C = years of "Credited Service" prior to January 1, 1979

For purposes of this formula, "Earnings" means base annual rate of pay as of January 1, 1979, excluding overtime, commission, bonus and the like, but not more than the average earnings over the 36 consecutive months prior to January 1, 1979 which produces the highest average.

Generally, you earned a year of "Credited Service" if you were credited with 1,000 "hours of service" in a calendar year. If you had between 1,000 and 2,000 hours, you earned a partial year of "Credited Service" equal to the number of hours of service divided by 2,000, rounded up to the next tenth. You did not earn any portion of a year of "Credited Service" if you had less than 1,000 hours.

2. The second formula is the sum of A + B, where:

A = 1%of "Final Earnings" + 0.5% of "Final Earnings" over "covered Compensation", multiplied by years of "Credited Service" prior to January 1, 1974.

B = 0.8% of "Final Earnings" + 0.4% of "Final Earnings" over "Covered Compensation", multiplied by years of "Credited Service" after December 31, 1973 but prior to January 1, 1979.

For purposes of the second formula, "Final Earnings", is the average Earnings (as defined above) for any five consecutive calendar years (or actual years of participation, if less) before 1979 which yields the highest average.

For purposes of the second formula "Covered Compensation" is determined from the table below, based on the calendar year of 65th birthday.

CALENDAR YEAR OF 65 BIRTHDAY AMOUNT

1979.........................$ 8,724
1980......................... 9, 396
1981......................... 10,008
1982......................... 10,572
1983......................... 11,088
1984......................... 11,556
1985......................... 12,000
1986......................... 12.396
1987......................... 12,768
1988......................... 13,116
1989......................... 13,452
1990......................... 13,752
1991......................... 14,040

1992......................... 14,304
1993......................... 14,556
1994......................... 14,796
1995......................... 15,312
1996......................... 15,828
1997......................... 16,344
1998......................... 16,860
1999......................... 17,388
2000......................... 17,904
2001......................... 18,420
2002......................... 18,888
2003......................... 19,344
2004......................... 19,776
2005......................... 20,208
2006......................... 20,640
2007......................... 21,072
2008......................... 21,468
2009......................... 21,816
2010......................... 22,092
2011......................... 22,344
2012......................... 22,560
2013......................... 22,740
2014 and later..........22,896