

**TREEHOUSE FOODS, INC.
401(K) PLAN**

Summary Plan Description

Effective Date 1/1/2022

TREEHOUSE FOODS, INC. 401(K) PLAN

INTRODUCTION	1
How To Use This Summary Plan Description	1
About the Plan	1
HIGHLIGHTS OF PLAN DETAILS	2
ELIGIBILITY	4
Who's Eligible?	4
Who's Not Eligible?.....	5
Participation Upon Rehire.....	5
EMPLOYEE CONTRIBUTIONS	6
Types of Employee Contributions.....	6
More About The Roth 401(k)	6
How Earnings Are Calculated.....	7
Catch-Up Contributions (Age 50 And Over)	8
How Do Rollovers Work?.....	8
How Much May I Save?	9
EMPLOYER CONTRIBUTIONS	11
The Employer Safe Harbor Matching Contribution	11
What Is Vesting?.....	12
INVESTMENT OPTIONS	13
How May I Invest My Own And The Employer Matching Contributions?	13
What Are My Investment Options?.....	13
What is Automatic Rebalancing?.....	15
Account Statements.....	15
LOANS AND IN-SERVICE WITHDRAWALS	16
What About Loans And Withdrawals?	16
What Is the Plan's Policy On Loans?	16
How Do In-Service Withdrawals Work?	19
Do I Have To Pay Taxes On Money I Withdraw?	22
DISTRIBUTIONS AT TERMINATION AND DEATH	23
How Do I Get My Money After I Stop Working For the Employer?	23
Payment Options	24
What Happens To My Benefits If I Die?	24
How Do I Designate A Beneficiary?	25
When Does My Plan Participation End?	26
TAXES	27
What About Taxes?	27
ADMINISTRATIVE INFORMATION	30
Plan Sponsor	30
Participating Employers	30
Plan Administrator	31
Contributions And Assets	32
Plan Expenses	32
Plan Year	33
Service Of Legal Process	33
Plan Insurance	33
Amendment Or Termination	33
Claim Review	34
Assignment Of Benefits	35
Rules for Top Heavy Plans.....	36
Uniformed Services Employment And Reemployment Rights Act (USERRA).....	36
Keeping Your Records/Beneficiary Designation Current	37
Power of Attorney	37
Payments to Children or Legally Incompetent Persons	37
Missing Persons.....	37
Representations Contrary to Plan	38
Recovery of Overpayment.....	38
No Contract of Employment	38
Applicable Law	38
Prohibition Against Profiting From Participant's Death	39
Your ERISA Rights	39
ERISA 404(c) Plan And Investment Information	41

INTRODUCTION

How To Use This Summary Plan Description

This SPD booklet is designed to provide an easy way to reference information about the Plan. Please take some time to familiarize yourself with this SPD. If you have any questions regarding your Plan benefits after reading this booklet, please contact the Plan Administrator or the Plan's third-party administrator, Empower Retirement (“**Empower**”).

This booklet is meant to describe highlights of the Plan in understandable language. It is not, however, meant to be a complete description of the Plan, nor is it meant to interpret, extend or change the provisions of the Plan in any way. ***If there is a conflict between this SPD and the Plan, the provisions of the Plan will control your right to benefits.***

You may request a copy of the Plan documents from the Plan Administrator.

No provision of the Plan or this SPD is intended to give you the right to continued employment or to prohibit changes in the terms or conditions of your employment. In addition, TreeHouse Foods, Inc. (the “**Company**”) may amend or terminate all or any part of the Plan at any time.

About the Plan

The Plan is a 401(k) savings plan that makes it easy to save money through regular payroll deductions and a variety of investment options. The Plan also provides an Employer safe harbor matching contribution.

When you contribute to the Plan on a pre-tax basis (before most taxes are deducted from your paycheck), you reduce your current federal income tax obligation. Income you contribute to the Plan on a pre-tax basis is not taxed in the year in which it is earned. In addition, any investment income you earn on your Plan savings grows tax-deferred. The law does not require you to pay taxes on your pre-tax savings or on any money earned from pre-tax contributions until funds are paid from your account.

You may also contribute to the Plan on an after-tax basis through Roth 401(k) contributions. The Roth 401(k) combines the characteristics of traditional 401(k) plan contributions with the features of Roth IRAs. The Roth 401(k) allows you to make after-tax contributions and, with a “qualified” distribution, receive earnings tax free.

The amount of your Plan benefit at retirement will depend on your participation in the Plan, the investments you choose, your age at retirement and the form of payment you select.

HIGHLIGHTS OF PLAN DETAILS

This section provides specific Plan details at a glance. For a full discussion of each covered detail, please refer to the remaining sections of this booklet.

Descriptions		
<i>Eligibility</i>	Certain non-union employees of the Company or a participating employer (referred to in this booklet as an “ Employer ”) are eligible to participate in the Plan after completing 60 days of service. Refer to the <i>Eligibility</i> section for additional details.	
<i>Entry Date</i>	The first day of the month coinciding with or next following the date you satisfy the eligibility requirements	
<i>Employee Contribution Level</i>	<p style="text-align: center;">Pre-Tax</p> <ul style="list-style-type: none"> • Voluntary, from 1% up to 80% • 80% combined maximum for pre-tax and Roth 401(k) contributions • Employees who are (or will be) 50 years old during the Plan Year may make additional “catch-up” contributions 	<p style="text-align: center;">Roth 401(k)</p> <ul style="list-style-type: none"> • Voluntary, from 1% up to 80%
<i>Employer Safe Harbor Matching Contribution</i>	<ul style="list-style-type: none"> • 100% of first 5% of employee contributions • Applies to “catch-up” contributions 	
<i>Investment Funds</i>	Contributions may be invested, in 1% increments, in any combination of the Plan’s investment funds	
<i>Distribution Option</i>	<ul style="list-style-type: none"> • Full or partial* lump sum cash payment <p><i>* You may take 2 partial lump sum cash payments each Plan Year. In addition, the minimum partial lump sum cash payment amount is \$500.</i></p>	
<i>Earnings</i>	Base pay plus overtime and other cash compensation including sick leave pay	
<i>Fund Transfers/Changes in Participation</i>	May be done daily by contacting Empower at (833) THS-401K	
<i>Automatic Rebalance</i>	May be set-up by contacting Empower at (833) THS-401K	
<i>Rollovers</i>	Permitted from other qualified plans and individual retirement accounts (“ IRAs ”)	
<i>Plan Year</i>	January 1 — December 31	
<i>Enrollments (First Time)</i>	Once you become eligible to participate in the Plan, Empower will mail you enrollment information	

Descriptions	
<i>Loans</i>	<ul style="list-style-type: none"> • \$1,000 minimum • Maximum amount is the lesser of: <ul style="list-style-type: none"> ○ 50% of the total vested account balance; or ○ \$50,000 minus highest outstanding principal in the last 12 months • Only 1 loan permitted at a time • \$50 loan origination fee applies • An annual loan maintenance fee of \$25 (\$6.25 per quarter) applies and will be deducted from your account balance • No partial repayments
<i>In-Service Withdrawals</i>	<ul style="list-style-type: none"> • General • Age 59½ • Hardship • Qualified reservist distribution <p><i>* If you became an employee as part of a corporate acquisition, merger or similar transaction or you participated in a 401(k) plan that was merged into this Plan, different in-service withdrawal rules may apply. Please contact Empower at (833) THS-401K for more information.</i></p>
<i>Vesting</i>	<ul style="list-style-type: none"> • Employee contributions (and related earnings): 100% vested at all times in contributions and any resulting income • Employer safe harbor matching contributions (and related earnings): 100% vested at all times in contributions and any resulting income <p><i>* If you have any prior Employer matching contribution and/or prior Employer non-elective contribution account balances under the Plan, different vesting rules may apply. Please contact Empower at (833) THS-401K for more information.</i></p>
<i>Valuations</i>	Occur daily

ELIGIBILITY

This section describes who is eligible to participate in the Plan.

Who's Eligible?

Newly Hired Full-Time Employees

If you are newly hired by the Employer and you are a full-time non-union employee, you are eligible to participate in the Plan after completing 60 days of service. The entry date for contributions to begin will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

Newly Hired Part-Time, Temporary, Seasonal and Special Status Employees

If you are a newly hired part-time, temporary, seasonal or special status non-union employee, you are eligible to participate in the Plan after you complete a year of eligibility service. A "special status employee" is a part-time employee who is scheduled to work less than 30 hours per week.

A "year of eligibility service" is a 12-month period measured from your hire date in which you complete at least 1,000 hours of service with the Employer or an affiliate. If you do not complete at least 1,000 hours of service in your first year of employment, you will complete a year of eligibility service at the end of any following calendar year in which you complete 1,000 hours of service.

You are generally credited with an "hour of service" for:

- Each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- Each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year), but credit will not exceed 501 hours of service for any single continuous period during which you perform no duties; and
- Each hour for back pay awarded or agreed to by the Employer.

Beginning January 1, 2021, if you are a long-term part-time, temporary, seasonal or special-status non-union employee and you don't otherwise satisfy the year of eligibility service requirements above, you will be eligible to participate in the Plan if you complete at least 500 hours of service each Plan Year for three consecutive Plan Years and you are at least 21 years of age by the last day of such three-year period. Service completed before January 1, 2021 is disregarded for this purpose. For example, if you complete 500 hours of service during the 2021, 2022 and 2023 Plan Years, you will become eligible to participate in the Plan beginning January 1, 2024.

If you have any questions regarding your eligibility to participate in the Plan, please contact Empower at **(833) THS-401K**.

How To Enroll

Once you are eligible to participate in the Plan, Empower will send you enrollment information. You may enroll in the Plan at any time by contacting Empower at **(833) THS-401K** or by visiting their website at www.MyTreeHouse401k.com.

Your contributions will automatically be invested in the applicable MercerWise Target Date Retirement Fund with the target date closest to the year in which you turn age 65, unless you elect otherwise.

If you wish to change how much you contribute to the Plan or how you invest your contributions, contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com.

Who's Not Eligible?

You are **not** eligible to participate in the Plan if:

- You are a union employee and your employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining;
- You are a resident of Puerto Rico;
- You provide services to the Employer as an agent, consultant, independent contractor or self-employed individual;
- You are classified as a leased employee;
- You are a reclassified employee (you were previously not treated as an employee of an Employer but you are later reclassified as being an employee of an Employer); or
- You are acquired in an asset or stock acquisition, merger or similar transaction, unless the Company extends Plan coverage to you.

Your status as an eligible employee will be determined by the Plan Administrator and such determination will be conclusive and binding notwithstanding any contrary determination by any court or governmental agency.

Participation Upon Rehire

If you terminate employment and are subsequently rehired as an eligible employee, you will be eligible to participate in the Plan on your rehire date.

EMPLOYEE CONTRIBUTIONS

This section describes the contributions you may make to the Plan.

Types of Employee Contributions

Participation in the Plan is entirely voluntary. You may contribute to the Plan by:

- Rolling over eligible distributions from other tax-qualified plans or IRAs into the Plan;
- Making pre-tax contributions from 1% up to 80% of your earnings per paycheck; and
- Making contributions to a Roth 401(k) from 1% up to 80% of your earnings per paycheck.

Plan provisions and government regulations limit your contributions. Under no circumstance may you contribute more than 80% of your earnings to the Plan each year. This 80% limit applies to pre-tax and Roth 401(k) contributions, but does not affect the amount you may roll into the Plan from another tax-qualified plan or IRA.

Except for rollovers (which are explained later), all Plan contributions will be deducted from your paycheck according to the instructions you give Empower. Contributions will be deducted from every paycheck you receive. **It is your responsibility to check that the deductions taken from your paycheck are consistent with your intended contribution elections.**

Note: The actual deductions taken from your paycheck may be lower than your elected percentage amount due to the Employer's payroll deduction ordering rules.

More About The Roth 401(k)

The Roth 401(k) combines the characteristics of traditional 401(k) plan contributions with the features of Roth IRAs. The Roth 401(k) allows you to make after-tax contributions to the Plan. In other words, your contributions are taken out of your paycheck after taxes are deducted. With a Roth 401(k), you do not receive a tax deduction on your contributions as you do with a traditional 401(k). However, you pay no taxes on your Roth after-tax contributions when they are distributed to you from the Plan. In addition, any investment earnings on your Roth after-tax contributions will generally be tax-free when you receive a "qualified" distribution under the Plan, as long as:

- You are age 59½, become disabled, or die; and
- It has been at least five calendar years since you started making Roth after-tax contributions under the Plan.

To decide whether contributing on a pre-tax or Roth 401(k) basis is better for you, compare your current tax rate against what you estimate your tax rate will be at retirement. If your current tax rate is higher than your estimated future tax rate, you may want to delay paying taxes by choosing a traditional 401(k). However, if you expect your estimated future tax rate to be higher in retirement, it may be more advantageous to pay taxes now by saving in a Roth 401(k).

There are many other aspects to consider when deciding whether or not to contribute to a Roth 401(k). You may want to consult with a tax advisor for assistance.

The following chart compares the features of traditional 401(k) plans and Roth 401(k) plans.

Comparison Chart	
Traditional 401(k) Plan	Roth 401(k) Plan
Employee contributions made with <i>pre-tax</i> dollars	Employee contributions made with <i>after-tax</i> dollars
Investment growth not subject to federal and most state income taxes until funds are withdrawn	Investment growth accumulates without tax consequences
Employer match available	Employer match available; same tax treatment as traditional 401(k) company match
IRS compensation limit is \$305,000 for 2022 (used when calculating Employer matching contributions)	IRS compensation limit is \$305,000 for 2022 (used when calculating Employer matching contributions)
Total annual contribution limited to \$20,500 in 2022 (\$27,000 if age 50 or older)	Total annual contribution limited to \$20,500 in 2022 (\$27,000 if age 50 or older)
Withdrawals consisting of contributions and investment income are subject to federal and most state income taxes	Withdrawals consisting of contributions and investment income are not taxed , provided the recipient is at least 59½ years old and the account is held for at least 5 years
Distribution must be made no later than age 72*	Distribution must be made no later than age 72*

* **Note:** If you turned age 70½ before January 1, 2020, you were required to receive all of the vested money in your Plan account by April 1 of the calendar year immediately following the later of (1) the calendar year in which you attained age 70½, or (2) the calendar year in which you terminated employment.

How Earnings Are Calculated

Your earnings play a key role in calculating your pre-tax, Roth 401(k) and Employer safe harbor matching contributions under the Plan. Your “earnings” include the following:

- Your regular salary paid by the Employer for a Plan Year;
- Overtime;
- Commissions;
- Pre-tax contributions to the Plan;
- Amounts excluded from your gross income under an Employer-sponsored cafeteria or qualified transportation fringe benefit program;
- Bonuses not related to performance;
- Performance related bonuses and other cash incentives; and
- Any shift differential pay that you receive related to qualified military service not otherwise captured above.

Your earnings **do not** include any of the following:

- Employer matching contributions to the Plan;
- Reimbursement for expenses, including moving expenses;
- Allowances;
- Fringe benefits;
- Severance pay;
- Accrued but unpaid bonuses;
- Noncash compensation;
- Optional deferred compensation; and
- Cash compensation received under a long-term incentive plan sponsored by the Employer or any other similar plan or program which is designated as such by the Plan Administrator.

For purposes of determining your Employer safe harbor matching contributions under the Plan, your annual earnings to be counted may not exceed the Internal Revenue Code Section 401(a)(17) limit in any year (\$305,000 for 2022).

Catch-Up Contributions (Age 50 And Over)

Many people nearing retirement may not have saved enough money to maintain their pre-retirement standard of living during retirement. The Plan offers participants the chance to save more for retirement through “catch-up” contributions. In 2022, participants who are age 50 and older may make catch-up contributions to their Plan accounts of up to \$6,500 if they will reach the \$20,500 annual Internal Revenue Code limit. If you are age 50 or older, or will reach that age before the end of the Plan Year, you may be able to contribute an additional \$6,500 for a total of \$27,000 for 2022.

Catch-up contributions may be made as pre-tax or Roth 401(k) contributions. In addition, Employer safe harbor matching contributions will be made as a result of any such catch-up contributions.

If you are eligible for catch-up contributions, contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com. You decide how much per pay period you want to save from your paycheck as a catch-up contribution.

How Do Rollovers Work?

One of the great features of 401(k) plans is their portability. That is, you can take it with you if you are no longer employed by the Employer and its affiliates.

If you have just joined the Employer, you may be interested in *rolling over* money you have saved on a pre-tax or after-tax basis in other tax-qualified plans or IRAs into the Plan at the same time you enroll. In addition, you may also roll over Roth contributions to your Roth 401(k) account.

The Plan generally accepts rollovers from other plans and IRAs, including the following:

- Other companies' plans — which qualify under Internal Revenue Code Section 401(a) or 403(b);
- Conduit or traditional IRAs or annuities; or
- Internal Revenue Code Section 457 governmental plans.

The Plan can accept direct rollovers only in the form of a check (with accompanying check stub information) issued from the trustee or custodian of the other tax-qualified employer plan or IRA, as applicable, and made payable to the Plan for the benefit of yourself. Securities, such as the common stock of the company that sponsored the tax-qualified plan, cannot be rolled into the Plan. To avoid having 20% of the taxable portion of your rollover contribution withheld for taxes, the check from the tax-qualified plan that is the source of your rollover must be payable to the Plan and not to you. Different rules apply to indirect rollovers. Please contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com for more information on indirect rollovers.

You may make a rollover contribution at any time, even after you have been in the Plan for years. To begin the rollover process, contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com.

After money from the other plan or IRA has been rolled over into the Plan, it will be treated in the same manner as any of the other contributions you have made to the Plan.

Because special tax laws apply to rollover contributions, you'll want to make sure you understand how rollovers can affect your tax obligation. You may want to consult a professional tax or financial adviser if you're considering a rollover.

How Much May I Save?

The federal government and the Internal Revenue Service (“**IRS**”) establish rules and regulations that govern the amount of money employees and employers may contribute to 401(k) plans such as the Plan.

Federal Maximum On Pre-Tax and Roth 401(k) Contributions

Each year, the federal government establishes specific pre-tax and Roth 401(k) contribution limits and rules for employees participating in 401(k) plans. The IRS adjusts the annual pre-tax and Roth 401(k) contribution limit to reflect changes in the cost of living. In 2022, for example, you may make combined pre-tax and Roth 401(k) contributions of up to \$20,500 to the Plan. Employees who are age 50 and over during the Plan Year may contribute an additional \$6,500 in 2022.

Each year, the Employer adjusts its payroll system to accommodate the revised amount. The system has been designed to limit contributions automatically to the maximum permitted by law. However, if you are a new employee, you already may have contributed money this year to a 401(k) plan sponsored by your previous employer. If that's the case, you'll need to keep track of all such pre-tax and Roth 401(k) contributions you've made

this calendar year to ensure that the combination of contributions to your previous employer’s plan and the Plan does not exceed the IRS limit.

If you exceed the IRS contribution limit, you have until March 1 of the following year to notify your former employer or the Employer and request a refund of the excess contributions. The excess amount, plus any investment earnings or losses, will be issued to you no later than April 15.

Internal Revenue Code Maximum On Contributions

According to the Internal Revenue Code, the value of all of the contributions made to your 401(k) account in any given year, including any contributions from an employer, cannot exceed the lesser of:

- 100% of your W-2 income plus any pre-tax contributions to 401(k) plans; or
- \$61,000 (for 2022).

The Internal Revenue Code maximum may be adjusted each year to reflect changes in the cost of living.

IRS Annual Compensation Limit

As explained earlier in this booklet, the IRS limits the total annual earnings the Plan may consider when calculating Employer safe harbor matching contributions to your Plan account. This amount (\$305,000 in 2022) is evaluated regularly to determine if it needs to be adjusted to reflect the cost of living. As a result, if your 2022 annual earnings are higher than \$305,000, the Plan will consider only the first \$305,000 you earn when making Employer safe harbor matching contributions to your account.

Here is a chart that summarizes the amounts you may contribute to the Plan according to Plan limits and IRS maximums.

Employee Contribution Chart		
Pre-Tax Contribution Limit	Roth 401(k) Contribution Limit	IRS Combined Annual Pre-Tax and Roth 401(k) Contribution Limit
1% to 80% of your eligible earnings, up to the IRS limit	1% to 80% of your eligible earnings, up to the IRS limit	\$20,500 in 2022
Combined total cannot exceed 80%		

In addition to the IRS limit, employees who are (or will be) 50 years old during the Plan Year may make additional catch-up contributions under the Plan (\$6,500 in 2022).

EMPLOYER CONTRIBUTIONS

This section describes the contributions the Employer may make on your behalf.

The Employer Safe Harbor Matching Contribution

This Plan is referred to as a "safe harbor 401(k) plan." Before the beginning of each Plan Year, you will be provided with a comprehensive notice of your rights and obligations under the Plan. However, if you become eligible to participate in the Plan after the beginning of the Plan Year, the notice will be provided to you on or before the date you are eligible. A safe harbor 401(k) plan is a plan design where the Employer commits to making certain contributions described below. This commitment to make contributions enables the Employer to simplify the administration of the Plan by ensuring that nondiscrimination regulations are met, which is why it is called a "safe harbor" plan.

In order to maintain "safe harbor" status, the Employer will make an annual safe harbor matching contribution equal to 100% of your elective deferrals that do not exceed 5% of your earnings. This safe harbor matching contribution is always 100% vested.

The Employer will match contributions you make to the Plan whether they're pre-tax or Roth 401(k) contributions. In addition, the Employer will match any catch-up contributions you make to the Plan.

Note: Employer safe harbor matching contributions are not made on any money you roll over into the Plan from another tax-qualified plan or IRA.

Your Employer safe harbor matching contributions will be invested in the same manner as you elect for your own employee contributions. If you have not made an active election, your Employer safe harbor matching contributions will be invested in the applicable MercerWise Target Date Retirement Fund with the target date closest to the year in which you turn age 65.

Prior Employer Contributions

Depending on your employment history, you may have received prior Employer matching contributions and/or prior Employer non-elective contributions under the Plan. Different vesting rules may apply to these contributions. Please contact Empower at **(833) THS-401K** for more information.

What Is Vesting?

The word *vested* can refer to you or the funds in your Plan account. When you are vested, or when your Plan contributions and earnings are vested, it means that you or your surviving beneficiary(ies) have the right to receive the money in your account if you leave the Employer and its affiliates, or die.

You are fully vested (100% vested) in your own contributions and the Employer safe harbor matching contributions made to your account (including earnings on such amounts) immediately.

Note: If you have any prior Employer matching contribution and/or prior Employer non-elective contribution account balances under the Plan, different vesting rules may apply. Please contact Empower at **(833) THS-401K** for more information.

INVESTMENT OPTIONS

This section describes your investment options under the Plan.

How May I Invest My Own And The Employer Matching Contributions?

As a contributor, you may choose to invest some, or all, of your contributions and the Employer safe harbor matching contributions in the funds available to you under the Plan. How you invest your contributions is entirely up to you.

There are only 2 rules to remember:

- First, you must invest your contributions in 1% portions;
- Second, your portions must add up to 100%.

What Are My Investment Options?

You may invest in any or all of several investment funds offered by the Plan. These funds represent several different alternatives to investing, each with its own risk and return characteristics. As you make your investment decisions, please remember these important points about risk and return.

- There is no such thing as a “safe” investment. Every fund has the risk of loss.
- The amount of risk associated with an investment varies based on the composition of the investment. Historically, investments in funds composed of cash or cash equivalents have generally proved to have less risk than investments in funds composed of bonds. Similarly, over time, investments in bond funds have generally proved less risky than investments in stock funds.

On the other hand, over the long term, higher-risk investments, such as stocks, have generally produced higher returns than investments in bonds or cash reserves, but keep in mind that past performance is not an indicator of future results.

The point is that, as an investor, you face risk regardless of how you invest your money. If you invest too conservatively, your savings may not keep up with inflation. If you're an aggressive investor, the value of your investments could be extremely *volatile* and fluctuate a great deal from year to year. Selling when the value is down could result in loss. Either situation could affect your standard of living when you retire.

The Importance Of Diversification

One way to hedge against risk is to *diversify*. When you diversify, you put your money in several different kinds of investments. The idea is that when market or other economic conditions cause 1 category of assets, or 1 particular security to perform well, it often causes another asset category, or another particular security to perform poorly. Although diversification is not a guarantee against loss, a well-balanced portfolio can help you manage investment risk and achieve long-term retirement security. The Plan offers

several different investment funds to give you the opportunity to diversify your investments.

You must decide which investments can help you achieve your financial goals while maintaining a level of risk with which you are comfortable. Because your investment decisions will directly affect your retirement income, you may want to consult a professional investment or financial adviser.

About Collective Investment Funds

All of the current Plan investment options are collective investment funds, which function in a manner similar to mutual funds. The term “*collective investment fund*” describes the financial arrangement that exists when a professional investment manager commingles, or pools, money from different investors and invests that money according to investment guidelines contained in the funds’ governing documents which spell out how the money will be managed. The investment guidelines define the characteristics of the assets that will be purchased and specifies the combinations in which they may be purchased.

Collective investment funds offer Plan participants the following advantages:

- Collective investment funds can help diversify risk because the money invested in them generally is diversified across a wide range of individual securities.
- For a relatively small amount of money per investor, collective investment funds provide professional money management. You would have to invest a substantial amount of money to hire a professional money manager to assemble an investment portfolio. But you can obtain a comparable level of professional expertise in 1 of the Plan’s collective investment funds.
- Collective investment funds are subject to regulations which require these funds to be audited regularly by outside auditors. This helps protect investors.
- The prices of the Plan’s collective investment funds generally do not appear daily in publicly available websites, business journals or business sections of local newspapers. They are, however, available on Empower’s website at www.MyTreeHouse401k.com.

Before you decide how to invest your money, carefully review the information in this booklet, as well as the fact sheets for each collective investment fund. You may download and print copies of these from Empower’s website at www.MyTreeHouse401k.com or call Empower at **(833) THS-401K** and ask a representative to mail copies to your home. You may even want to consider discussing your alternatives with a professional financial adviser to help ensure that you select the combination of funds that may best meet your financial objectives.

Note: If you do not make any investment elections, your account will be defaulted to the applicable MercerWise Target Date Retirement Fund with the target date closest to the year in which you turn age 65. This is the “qualified default investment alternative” option under the Plan.

Investment Decisions

You may choose to invest your account in any one or more of the investment fund options offered under the Plan. You may invest your account in 1% increments, and you may change your investment election or transfer your account balance among the investment fund options at any time subject to any applicable frequent trading policy. You can perform these actions by contacting Empower at **(833) THS-401K** or visiting their website at www.MyTreeHouse401k.com.

You may transfer a specific percentage or dollar amount of your account from 1 investment option to another, or you may realign your entire Plan account.

What is Automatic Rebalancing?

Let's say you decided to invest in 2 investment funds with your contribution split evenly at 50/50. As you have gains or losses based on the market performance of that investment fund, the breakout of your percentages may change. For example, if 1 investment fund outperforms the other, instead of a 50/50 split, it may become a 60/40 split over time. By selecting to have your account automatically rebalanced, it ensures your contribution selections remain intact, therefore keeping a better balanced portfolio based on your investment strategy.

To set up an automatic rebalance for your account, contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com.

Account Statements

Personalized account statements, summarizing account activity each calendar quarter, can be viewed online through Empower's website at www.MyTreeHouse401k.com. You may request a paper copy of your account statement at any time for no charge by contacting Empower at **(833) THS-401K** or visiting their website at www.MyTreeHouse401k.com.

LOANS AND IN-SERVICE WITHDRAWALS

This section describes the Plan's loan and in-service withdrawal provisions.

What About Loans And Withdrawals?

Because of the special way in which the IRS treats your Plan savings, specific rules limit access to your account. However, the Plan does include provisions that make it possible for you to borrow and withdraw money from your account, as described below.

Please remember, however, that the Plan is designed to help you save money for retirement. The decisions you make about when and how to receive funds from your Plan account before you retire can greatly affect your financial well-being. You should carefully assess your alternatives before borrowing or withdrawing money from the Plan. You may want to consider contacting a financial adviser before making a decision.

What Is the Plan's Policy On Loans?

You may take out a loan under the Plan only if you are an active employee. Taking out a Plan loan is a tax-free way to use a portion of your savings before you leave the Employer and its affiliates. The Plan allows you to have only 1 loan outstanding at a time. When you borrow money from your Plan savings, the money comes from the Investment funds in your account.

Note: If you were a participant in the ConAgra CRISP Plan, you were permitted to have up to 4 outstanding loans. Once these loans have been paid off, only 1 outstanding loan at a time will be permitted.

During any Plan Year, you may borrow up to half of your vested Plan account balance. But you may never borrow more than a total of \$50,000 during any Plan Year. For example, if you pay off 1 loan and then request a new loan within a Plan Year (after you pay off the first loan), the combined value of the loans cannot exceed \$50,000. The minimum amount you may borrow is \$1,000. Your vested Plan account balance includes your pre-tax, Roth 401(k), Employer safe harbor matching contribution, rollover and any prior vested Employer contribution accounts.

If you became an employee as part of a corporate acquisition, merger or similar transaction or you participated in a 401(k) plan that was merged into this Plan, you may be eligible to borrow money from other sources under the Plan. Please contact Empower at **(833) THS-401K** for more information.

If you have a loan that defaulted at any time in the past, you will not be permitted to take a new loan under the Plan.

Requesting A Loan

To request a loan, contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com.

A loan origination fee in the amount of \$50 will be deducted from the total loan amount approved. In addition, an annual loan maintenance fee of \$25 (\$6.25 per quarter) will be deducted from your account balance.

Note: You must wait 30 days after repaying a loan before a new loan can be taken under the Plan.

Funding Your Loan

In order to fund your loan, money will be taken out of all of your Plan accounts on a pro rata basis.

When you borrow money from the Plan, some of your investments must be sold to fund the loan within a reasonable amount of time after your application. This is the procedure used to comply with United States Department of Labor regulations. As a result:

- You could sustain a loss if the investment funds in your accounts are sold for less than you paid for them.
- You will forego the future appreciation or depreciation in the value of those investments and any earnings on those investments; except for the interest you pay yourself, on the unpaid balance of the loan.

Repaying Loans

You must repay your loan generally through payroll deduction. The money that will be deducted from your paycheck to repay your loan is **in addition to** any money you are contributing to the Plan already. While you are making loan repayments, you may continue to contribute to the Plan in the same manner in which you participated in the Plan before you took out the loan. In other words, your regular Plan contributions are not used to reduce your loan balance.

As is the case with any loan, you must pay interest on the money you borrow from your Plan account. But the good news is, the interest you pay goes right back into your account, so you are paying interest to yourself. When you make loan repayments through payroll deduction, a portion of the payment is used to repay the loan principal and a portion is added to your account as interest. The interest rate charged is equal to 1% over the Prime Rate published in the Wall Street Journal on the first business day of the month before the loan is originated. The interest rate will remain the same for the life of the loan. The Plan Administrator may change the basis for determining the interest rate on future loans from time to time.

The payroll deductions for each loan repayment will be deposited in your Plan account in the same manner as your current Plan contributions. Loan repayments will be reallocated to your accounts consistent with the manner in which they were paid out (i.e., source pro rata).

Loans must be repaid within 5 years, except for home loans, which must be repaid in 15 years (effective for home loans made before January 1, 2017, 30 years).

You always have the option of paying off a loan, in full, before it is due by check or money order. You may obtain a loan payoff quote by visiting Empower's website at www.MyTreeHouse401k.com or by contacting Empower at **(833) THS-401K**. The loan payoff quote is valid for 15 calendar days from the date it is obtained.

Note: Partial loan repayments are not permitted under the Plan.

Terminated Participants

If you leave the Employer and its affiliates, and have an outstanding loan, you may continue to make loan repayments by automatic withdrawal (“ACH”) from your bank account. To set up ACH, contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com. If you do not continue to make loan repayments following your termination of employment, the balance of your loan will become immediately due and payable on the last day of the calendar quarter following the calendar quarter in which the last payment was made, and repayment will be made by reduction of your accounts held as security for the loan before making any distribution.

Participants on Leave

If you are on an approved paid leave of absence, you must continue to repay your outstanding loan through payroll deduction.

If you are on an approved non-military unpaid leave of absence, you are permitted to defer your loan repayments without penalty for up to 12 months. After the earlier of the expiration of the 1-year grace period or your return to employment following the leave of absence, the loan may be reamortized in order to enable you to repay the loan in full by the maturity date of the loan. Otherwise, the loan will be deemed in default on the last day of the calendar quarter following the calendar quarter in which the 1-year grace period ended or you returned to employment following the leave of absence, whichever is earlier.

If you are called to active military service, you are permitted to defer your loan repayments without penalty for the duration of active military duty (not to exceed 5 years). Reference the *Uniformed Services Employment and Reemployment Rights Act –USERRA* section for further information related to participants on active military duty.

Defaulting On Loans

Because loan repayments are made through payroll deduction, defaults are rare, but they can occur.

If you are behind in your repayment schedule as measured by comparing the actual payments received to date to the repayments that were expected to be remitted, you are required to make-up any missed payments by the last day of the calendar quarter following the calendar quarter in which a loan repayment was due.

If you do not repay the missed loan repayments by the last day of the calendar quarter following the calendar quarter in which a loan repayment was due, your loan will be in default. The IRS will require that the amount of your outstanding loan balance, plus accrued interest, be considered — *or deemed* — paid out to you for tax purposes. You

then will have to pay taxes on this deemed distribution, and, if you are less than 59½ years old, you also will have to pay a penalty equal to 10% of the amount of your *deemed distribution*.

The IRS treats your default as a distribution for tax purposes only, which means that you must pay taxes, and any accompanying tax penalty, when you file your income taxes for the year in which you default on your loan.

In every other regard, however, the IRS does not consider a distribution to have taken place. In other words, the deemed distribution does not reduce the value of your Plan account. For example, if you have \$20,000 in your Plan account, borrow \$5,000 and fail to repay the loan, the IRS will treat the \$5,000 as a distribution for tax purposes only. The \$5,000 stays on the books in a part of your Plan account that's separate from your investment funds. It stays there because, according to the IRS, a distribution cannot take place until you take an age 59½ in-service withdrawal, terminate or die. You did none of these things; you only defaulted on your loan. As a result, when you eventually take an age 59½ in-service withdrawal, terminate or die, the distribution you receive will be reduced by \$5,000, which is the amount of your loan default.

As described above, if you leave the Employer and its affiliates, and have an outstanding loan balance, you have until the last day of the calendar quarter following the calendar quarter in which your last payment was made to either pay off your loan balance plus accrued interest in full or submit monthly loan repayments by ACH, or your loan will be defaulted.

If you request a final distribution before paying off your outstanding loan balance, the IRS requires that any unpaid loan balance be processed as an offset against your account. As a result, the entire unpaid balance of your loan will be reported to the IRS as taxable income. This amount will be reported to you and the IRS on Form 1099-R and it is taxable in the year in which your final distribution is processed.

If your loan has gone into default and you have not yet requested a distribution of your account balance, your outstanding loan balance plus accrued interest will be offset against the balance in your account. This amount will be taxable to you and reported to you and the IRS on Form 1099-R and it is taxable in the year in which your outstanding loan is defaulted.

How Do In-Service Withdrawals Work?

Because the Plan is designed to help you save for retirement, it is not as easy to withdraw money from the Plan as it is to withdraw money from a bank or credit union savings account. While you are actively employed by the Employer or its affiliates, you may withdraw money from the Plan if you satisfy certain Plan requirements.

There are 4 kinds of in-service withdrawals, each with a specific set of requirements that must be satisfied before a withdrawal can be granted:

- General
- Age 59½

- Hardship
- Qualified reservist distribution

By making withdrawals, however, you lose many of the tax advantages the Plan provides and reduce your long-term savings.

To withdraw funds from your Plan account for one of the qualifying reasons described below, contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com. **Please remember that the amount available for withdrawal changes daily because the value of your investments changes daily.**

Note: You may not withdraw funds that are being held under the terms of a qualified domestic relations order.

If you became an employee as part of a corporate acquisition, merger or similar transaction, or you participated in a 401(k) plan that was merged into this Plan, you may be eligible for additional in-service withdrawals. Please contact Empower at **(833) THS-401K** for more information.

Here is more information about each type of in-service withdrawal.

General Withdrawals

General withdrawals are permitted from all or part of your rollover accounts at any time. If you make a general withdrawal of your rollover contributions, the law also requires you to withdraw the earnings on the contributions you withdraw. Although you will not have to pay taxes on any after-tax contributions you withdraw that may have been a part of a rollover contribution, you will have to pay taxes on the earnings those after-tax contributions have produced.

If you became an employee as part of a corporate acquisition, merger or similar transaction, or you participated in a 401(k) plan that was merged into this Plan, you may be eligible to make a general withdrawal from other sources under the Plan, including any prior after-tax contributions. Please contact Empower at **(833) THS-401K** for more information.

Age 59½ Withdrawals

After you reach age 59½, you may withdraw all or a portion of your vested Plan account balance for any reason at any time without penalty. But remember that, unless you roll the withdrawal directly into an IRA or another tax-qualified plan, you must pay taxes on the amount you withdraw from your account.

Hardship Withdrawals

Before you reach age 59½, you may apply for an in-service withdrawal of your Employer safe harbor matching contributions, vested prior Employer contributions, pre-tax contributions and/or Roth 401(k) contributions (including any earnings on such amounts) in cases of immediate financial hardship, as defined by the Internal Revenue Code and regulations.

The Internal Revenue Code and regulations recognize only a few situations that meet their definition of financial hardship. These involve expenses you incur:

- To pay medical expenses incurred by you, your spouse or your dependent children (for expenses not covered by your medical insurance — *but you may not use the withdrawal to pay for insurance premiums, deductibles or copayments*);
- To provide post-secondary education (including room and board charges) for you, your spouse or your dependent children within the next calendar year;
- To purchase your primary residence (or prevent eviction from or foreclosure on your primary residence);
- To repair or recover damages due to casualty losses to your primary residence;
- To pay burial and funeral expenses for a deceased parent, spouse or dependent child; or
- On account of a disaster declared by the Federal Emergency Management Agency (“**FEMA**”), provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

When requesting a hardship withdrawal, you must submit satisfactory proof to Empower that a hardship exists. Further, you must represent to Empower when making the request, in writing or in such other form as required by Empower, that the withdrawn amount is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay taxes or penalties on the distribution). This requirement will be satisfied by a reasonable representation by you, in writing or in such other form as required by Empower, that this need cannot be satisfied or relieved:

- Through reimbursement or compensation by insurance;
- By cash or reasonable liquidation of your assets;
- By cessation of pre-tax and Roth 401(k) contributions to the Plan;
- By other distributions available to you under this Plan or other plans of a current or former employer; or
- By borrowing from commercial lenders on reasonable terms.

You may make 2 hardship withdrawals each Plan Year. In addition, the minimum hardship withdrawal amount is \$500.

Note: You can continue making pre-tax and/or Roth 401(k) contributions to the Plan after receiving a hardship withdrawal.

Qualified Reservist Distributions

If you are a member of a reserve component of the U.S. armed forces and have been called to active military duty for more than 179 days or for an indefinite period, you may elect to withdraw your pre-tax and/or Roth contributions (including catch-up contributions) during your active duty period. The withdrawal will not be subject to the 10% early withdrawal penalty tax.

Do I Have To Pay Taxes On Money I Withdraw?

The amount of income tax that will be withheld from your in-service withdrawal depends on the type of in-service withdrawal you request.

- **General and Age 59½** — You may receive a general and age 59½ withdrawal in cash only. You may instruct the Plan to pay you directly or roll over any portion eligible for rollover into an IRA, Roth IRA or another tax-qualified plan. If you want the Plan to pay you directly, 20% of the portion of your withdrawal eligible for rollover will be withheld to pay federal income taxes.
- **Hardship** — You may receive a hardship withdrawal in cash only, paid directly to you. You may not roll over any portion of your hardship withdrawal into an IRA, Roth IRA or another tax-qualified plan. You may elect the percentage to be withheld for federal income taxes. If you don't make a withholding election, an amount equal in value to 10% of your withdrawal amount will be withheld to satisfy your tax obligation. In addition, you will be subject to the 10% early withdrawal penalty tax if you are under age 59½.
- **Qualified Reservist Distribution** — You may receive a qualified reservist distribution in cash. You may instruct the Plan to pay you directly or roll over any portion eligible for rollover into an IRA, Roth IRA or another tax-qualified plan. If you want the Plan to pay you directly, 20% of the portion of your withdrawal eligible for rollover will be withheld to pay federal income taxes. You will not be subject to the 10% early withdrawal penalty tax if you are under age 59½.

If the income tax withholding described above does not satisfy your tax obligation, you will be responsible for paying any remaining taxes you owe on the taxable portion of the funds you withdraw from the Plan and for paying any penalties you incur.

If your withdrawal includes Roth 401(k) funds that have been in the Plan for less than 5 years, you will have to pay taxes on any earnings those funds generated. After 5 years, earnings are no longer subject to taxes.

The tax laws regarding in-service withdrawals from 401(k) plans are complicated. You may want to consult a financial adviser or tax consultant to learn more about the tax consequences of withdrawing money from the Plan.

If you withdraw funds from your Plan account before you reach age 59½, you generally must pay a penalty equal to 10% of the taxable portion of the distribution, in addition to the taxes you owe, unless an exception applies. Refer to the What About Taxes section for more information.

DISTRIBUTIONS AT TERMINATION AND DEATH

This section describes when and how you may receive a distribution under the Plan, and what happens to your Plan account if you die.

How Do I Get My Money After I Stop Working For the Employer?

You are eligible to receive the value of the vested funds in your Plan account when you terminate employment with the Employer and its affiliates. You must contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com to begin the distribution process.

Regardless of when you receive the money in your account, your account stays active for as long as you have an account balance — even after you stop making contributions to the Plan. This means that the funds in your account are subject to investment gains and losses until the funds are paid out to you or your beneficiary(ies).

If you have a vested account balance of more than \$5,000 when you leave the Employer and its affiliates, you may wait to receive a distribution from the Plan until you reach age 72. Once you are 72 years old, however, you will receive all of the vested money in your Plan account. Payment of your entire vested account balance will be made in a lump sum cash payment by April 1st of the calendar year following the later of (1) the calendar year in which you reach age 72, or (2) the calendar year in which you retire, unless you request an earlier distribution.

Note: If you turned age 70½ before January 1, 2020, you were required to receive all of the vested money in your Plan account by April 1 of the calendar year immediately following the later of (1) the calendar year in which you attained age 70½, or (2) the calendar year in which you terminated employment.

Distributions for Military Deemed Severance from Employment

If you are on active military duty for more than 30 days, the Plan generally treats you as having severed employment for purposes of receiving a distribution from all of your vested accounts under the Plan. This means you may request a distribution from all or a portion of your vested account balance under the Plan.

If you request a distribution on account of this deemed severance of employment and all or a portion of the distribution is taken from your pre-tax and/or Roth 401(k) accounts, you will not be permitted to make any contributions to the Plan for 6 months after the date of the distribution. If you would like to begin making deferrals after the 6-month suspension period ends, you must contact Empower at **(833) THS-401K** or visit their website at www.MyTreeHouse401k.com. Your deferrals will not automatically re-start after the 6-month suspension period ends.

Note: If you are also entitled to a qualified reservist distribution described in the *How Do In-Service Withdrawals Work?* section above, the 6-month suspension will not apply.

Payment Options

You may elect to receive all or a portion of your vested account balance as a lump sum cash payment. If you do not want to receive your entire vested account balance, you may take up to 2 partial lump sum cash payments each Plan Year. The minimum partial lump sum cash payment amount is \$500.

The choices you make regarding when and how you receive money from your Plan account can greatly affect your financial well-being. The Employer encourages you to consider your alternatives carefully so you can make the decision that will benefit you most. With this in mind, you may want to think about taking this booklet, your Plan account statement, the *Special Tax Notice Regarding Plan Payments* booklet (which you will receive with your distribution paperwork) and any additional related financial information to a financial adviser for professional counseling before you make a decision about the distribution of funds in your Plan account.

Small Benefits

Notwithstanding the foregoing, if you leave the Employer and its affiliates, and the value of your vested account balance is \$5,000 or less (excluding any rollover contributions in your account), and you do not affirmatively elect a distribution or direct a rollover within the time given for making your election, your vested Plan benefit will be distributed from the Plan and automatically rolled over to an IRA in your name with Millennium Trust Company (“**Millennium Trust**”) as soon as practicable. Once your vested Plan benefit has been automatically rolled over to Millennium Trust, you will no longer have a benefit under the Plan.

Your rolled over Plan benefit will be invested in an FDIC-insured bank demand account. You will be responsible for paying all fees and expenses associated with your Millennium Trust automatic rollover IRA. The fees and expenses will be comparable and not exceed the fees and expenses charged by Millennium Trust for other IRAs it offers. For additional information on the Millennium Trust IRA and the fees and expenses associated with the Millennium Trust IRA, call Millennium Trust at **(877) 682-4727**.

What Happens To My Benefits If I Die?

If you die before you leave the Employer and its affiliates, or before you receive payment of your entire vested account balance, your beneficiary(ies) will be entitled to receive the vested funds in your Plan account. If there is no effective designation of a beneficiary, your beneficiary is your surviving spouse, if any, otherwise it will be your estate.

If your beneficiary is your spouse, the full value of your vested account will be paid to your surviving spouse in a lump sum cash payment. Your surviving spouse may receive the survivor benefit at any time on or after your death, but in no event later than December 31 of the calendar year in which you would have attained age 72. If your surviving spouse does not make a distribution election, payment of your entire vested account balance will automatically be made in a lump sum cash payment to your surviving spouse by December 31 of the calendar year in which you would have attained age 72.

If you have no surviving spouse or you designate a beneficiary other than your spouse with proper spousal consent, your entire vested account balance will be paid to your beneficiary in a single lump sum cash payment as soon as administratively practicable following your death, but in no event later than the end of the fifth year following the year of your death.

Small Death Benefits

Notwithstanding the foregoing, if the value of your vested account balance is \$5,000 or less (excluding any rollover contributions in your account) and your surviving spouse or other beneficiary does not affirmatively elect a distribution or direct a rollover within the time given for making his or her election, your vested Plan benefit will be distributed from the Plan and automatically rolled over to an IRA in the name of your surviving spouse or other beneficiary with Millennium Trust as soon as practicable. Once your vested Plan benefit has been automatically rolled over to Millennium Trust, your surviving spouse or other beneficiary will no longer have a benefit under the Plan.

Your rolled over Plan benefit will be invested in an FDIC-insured bank demand account. Your surviving spouse or other beneficiary will be responsible for paying all fees and expenses associated with the Millennium Trust automatic rollover IRA. The fees and expenses will be comparable and not exceed the fees and expenses charged by Millennium Trust for other IRAs it offers. For additional information on the Millennium Trust IRA and the fees and expenses associated with the Millennium Trust IRA, call Millennium Trust at **(877) 682-4727**.

How Do I Designate A Beneficiary?

You should designate a beneficiary to receive your Plan benefit in the event of your death. Electing beneficiaries for your Plan account is a crucial step that benefits your loved ones. A named beneficiary can ensure that your financial legacy passes to those that you intended and often outside the legal probate process associated with a will.

It is also important to regularly review your beneficiaries, especially after a life event like marriage, divorce or the birth of a child. Make a note for yourself to check your Plan account at least annually to ensure that your loved ones will be cared for according to your wishes.

You may select anyone as your beneficiary, however, if you are married and choose someone other than your spouse as your beneficiary, your spouse must provide written notarized consent to your election.

To designate a beneficiary for your Plan account, log onto Empower's website at www.MyTreeHouse401k.com. If you are married and wish to designate a non-spouse beneficiary, you must obtain a paper *Beneficiary Designation Form* by contacting Empower at **(833) THS-401K** or visiting their website at www.MyTreeHouse401k.com. Your spouse must provide written notarized consent in the *Beneficiary Designation Form*. You will need to return the completed Form to Empower for processing.

If your spouse is your designated beneficiary and you subsequently get divorced, your spousal beneficiary designation will become null and void and the Plan will not be liable to your former spouse except to the extent the Plan is required to treat him or her as a spouse under a qualified domestic relations order. If you become divorced, you should designate a new beneficiary by logging onto Empower's website at www.MyTreeHouse401k.com.

Proof of Death

The Plan Administrator or Empower, as applicable, may require and rely upon such proof of death and such evidence of the right of any spouse, beneficiary or other person to receive your account balance as the Plan Administrator or Empower, as applicable, may deem proper and its determination of death and of the right of that spouse, beneficiary or other person to receive payment will be conclusive.

When Does My Plan Participation End?

Participation in the Plan ends if you leave the Employer and its affiliates, and receive the full value of your vested accounts or if the Plan ends for all employees or for your group of employees.

TAXES

This section provides a general overview of the taxes that may apply to your Plan distribution.

What About Taxes?

If you leave the Employer and its affiliates, and receive a distribution from your vested Plan account, regardless of your age, you must pay taxes on the taxable portion of the money you receive. This section summarizes only the federal (not state or local) tax rules that may apply to your payment. The rules described in this section are complex and contain many conditions and exceptions that are not included in this booklet. You may want to consult a professional tax advisor before you take a distribution of your Plan benefit.

Summary of Tax Rules for Lump Sum Cash Payments

Generally, the IRS requires the Plan to automatically withhold 20% of your lump sum distribution to pay federal taxes unless you roll over your distribution into an IRA or another tax-qualified plan. If the amount of taxes you owe on the entire distribution exceeds the amount withheld, you will be required to pay any remaining taxes when you file that year's tax return.

You will not be taxed on distributions of your Roth 401(k) deferrals. In addition, a distribution of the earnings on the Roth 401(k) deferrals will not be subject to tax if the distribution is a "qualified distribution." As explained earlier, a "qualified distribution" is one that is made after you have attained age 59½ or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made before the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning in the calendar year in which you first make a Roth 401(k) deferral to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into this Plan) and ending on the last day of the calendar year that is 5 years later.

Rollovers

To avoid the mandatory 20% withholding described above, you may choose to roll over the taxable portion of your distribution directly into an IRA or another tax-qualified plan that accepts rollover contributions. Any portion of your distribution that consists of after-tax contributions will be paid directly to you even if you choose to roll over the taxable portion of your distribution.

If you do not roll over the taxable portion of your distribution directly into an IRA or another tax-qualified plan, 20% of the taxable portion of your distribution will be withheld for income taxes, and the remaining 80% will be paid to you.

You still may roll over 100% of the taxable portion of your proceeds into an IRA or another tax-qualified plan within 60 days after you receive your distribution. However, to defer your tax obligation on the 20% that was withheld for taxes, you must make up this amount from other sources, such as personal savings, and roll over an amount equal to 100% of the taxable portion of this distribution. Then, when you file your tax return, the 20% that was withheld can be applied against the amount of federal income tax you owe.

Rollover to a Roth IRA

You may elect to either directly or indirectly roll over a lump sum cash payment from the Plan to a Roth IRA. If your payment is rolled over to a Roth IRA, it will be taxed in the year it is rolled over. Future withdrawals from your Roth IRA will not be taxed, provided they are “qualified distributions.”

Payments That Cannot Be Rolled Over

You may not roll over the following types of payments:

- **Payments Spread Over Long Periods** - You cannot roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and will last for (1) your lifetime (or life expectancy), (2) your lifetime and your beneficiary’s lifetime (or life expectancies), or (3) a period of 10 or more years.
- **Required Minimum Payments** - Beginning April 1 of the calendar year following the later of (1) the calendar year in which you attain age 72, or (2) the calendar year in which you retire, you may not roll over a certain portion of your payment.
- **Corrective Distributions** - You may not roll over a distribution that is made because the legal limit for certain contributions was exceeded.
- **Loans Treated as Distributions** - You may not roll over the amount of a Plan loan that becomes a taxable deemed distribution because of a default. However, a loan payoff may be eligible for rollover. Please contact Empower to determine if your loan distribution qualifies for rollover treatment.
- **Hardship Distributions** - A hardship distribution from the Plan is not eligible for rollover.

Additional 10% Tax If You Are Under Age 59½

If you receive a payment before you reach age 59½ and you do not roll it over, you may have to pay an extra tax equal to 10% of the taxable portion of the payment as a penalty for early withdrawal. This is in addition to the regular income tax you owe on these amounts. The additional 10% penalty tax generally does not apply to your payment if any of the following occur:

- It is paid to you because you separate from the Employer and its affiliates during or after the year you attain age 55.
- It is paid because you retire due to a permanent and total disability.
- It is paid to you as equal (or almost equal) payments over your life or life expectancy (or your and your beneficiary’s lives or life expectancies).
- It is paid after your death.
- It is used to pay certain deductible medical expenses.
- It is paid directly to the government to satisfy a federal tax levy.
- It is paid to an alternate payee under a qualified domestic relations order.

Surviving Spouses, Alternate Payees And Other Beneficiaries

In general, the tax and payment rules summarized in this section also apply to payments to a surviving spouse, a former spouse who is an “alternate payee” under a qualified domestic relations order or to a non-spouse beneficiary, with a few exceptions.

A surviving spouse or alternate payee may choose to have an eligible rollover distribution paid either:

- As a direct rollover to an IRA, Roth IRA or other tax-qualified plan; or
- To him or her.

A non-spouse beneficiary may choose to have an eligible rollover distribution paid either:

- As a direct rollover to an IRA or individual retirement annuity that is treated as an inherited account under the Internal Revenue Code; or
- To him or her (however, the non-spouse beneficiary will **not** be eligible to later roll it over to an IRA, Roth IRA or other tax-qualified plan).

ADMINISTRATIVE INFORMATION

This section provides information about the administration of the Plan, as well as your rights as a participant.

Plan Sponsor

The Plan Sponsor is: TreeHouse Foods, Inc.

<p>TreeHouse Foods, Inc. 2021 Spring Road 6th Floor Oak Brook, IL 60523 (708) 409-1300</p>

The Plan Name is: TreeHouse Foods, Inc. 401(k) Plan

The Plan Number is: 003

The IRS employer identification number is: 20-2311383

The Plan provides coverage for more than 1 class of employees.

The Plan is a defined contribution plan.

Participating Employers

The following Employers participate in the Plan as of January 1, 2022. This list may change from time to time. Please contact the Plan Administrator for a current list of participating Employers.

- Bay Valley Foods, LLC
- Sturm Foods, Inc.
- S.T. Specialty Foods, Inc.
- Cains Foods, L.P.
- Associated Brands, Inc.
- Protenergy Natural Foods, Inc.
- TreeHouse Private Brands, Inc.
- American Italian Pasta Company
- The Carriage House Companies, Inc.
- Linette Quality Chocolates, Inc.
- TreeHouse Services, Inc.
- Cottage Bakery, Inc.
- Ralcorp Frozen Bakery Products, Inc.

The following entities ceased participating in the Plan as of the effective dates listed below:

Entity	Cessation of Participation
Omaha, NE location	January 31, 2019
Visala, CA location	January 31, 2019
St. Louis, MO location	June 28, 2019
Battle Creek, MI location	June 30, 2019
Snacks Holding Corporation	August 1, 2019
Nutcracker Brands, Inc.	August 1, 2019
Minneapolis, MN location	September 20, 2019
Lodi, CA location	April 16, 2020
Fridley, MN location	April 16, 2020
Lancaster, OH location	July 1, 2021
Sauget, IL location	July 1, 2021
Sparks, NV location	July 1, 2021

Plan Administrator

The Plan Administrator is the TreeHouse Foods, Inc. Employee Benefits Plans Administrative Committee (the “**Administrative Committee**”), located at:

<p>TreeHouse Foods, Inc. Employee Benefits Plans Administrative Committee 2021 Spring Road 6th Floor Oak Brook, IL 60523 (708) 409-1300</p>
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The Administrative Committee, or its designee, as the Plan Administrator, has the sole discretion and authority to control and manage the operation and administration of the Plan. The Administrative Committee, or its designee, has complete discretion to interpret the provisions of the Plan, make findings of fact, correct errors, supply omissions and determine the benefits payable under the Plan. All decisions and interpretations of the Administrative Committee, or its designee, made in good faith pursuant to the Plan will be final, conclusive and binding on all persons, subject only to the claims procedure, and may not be overturned unless found by a court to be arbitrary and capricious.

Contributions And Assets

This Plan is funded by the Employer and participating employees through a trust agreement with the Plan trustee:

Great-West Trust Company, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
(877) 694-4015

The trustee is a directed trustee, which means that the trustee invests the assets of the Plan as instructed by the TreeHouse Foods, Inc. Employee Benefits Plans Investment Committee (the “**Investment Committee**”), by an investment manager or by a participant.

Plan Expenses

The Plan routinely incurs expenses for the services of lawyers, actuaries, accountants, third party administrators and other advisors. Some of these expenses may be paid directly by the Employer while other expenses may be paid from the Plan assets. The expenses that are paid from Plan assets will either be shared by all participants or will be charged directly to the account of the participant on whose behalf the expense is incurred.

Investment Fees

These fees are generally charged by the investment firms that manage the investment options offered under the Plan and are seen as expense ratios. Expense ratios are expressed as a percentage of assets (i.e. the total dollar value invested in that fund) and are factored in the Net Asset Value (NAV) of each investment option under the Plan. NAV includes the investment fund management fee and other related investment fund fees of the investment options offered under the Plan. These fees are not directly deducted from your individual account, but rather are deducted from the investment fund assets before investment returns are calculated for anyone invested in that particular fund.

Administrative Fees

The following chart summarizes the current administrative and investment advisory fees charged to participant accounts. These fees may change from time to time. Please contact Empower for the most current fees that may be charged to your Plan account.

Fee Type	Annual Amount	Quarterly Amount	Frequency	Description
Participant Account Maintenance	\$62	\$15.50	Quarterly	This fee is used to pay for some or all of the Plan's general administrative expenses which may include costs for recordkeeping, advisory and accounting services

Plan Administration Fee	\$13	\$3.25	Quarterly	This fee is used to pay for some or all of the Plan's administrative expenses, which may include legal and plan audit fees
Plan Investment Advisory Fee	0.025%	0.00625%	Quarterly	This fee covers various plan investment advisory expenses associated with the Plan

Note: Fees are waived for account balances under \$2,500 for active employees.

Additionally, there are certain transaction-type fees (including, but not limited to, loan initiation fees, payment processing fees and overnight mail) that will be charged against the account of the participant to whom the transaction relates.

Plan Year

The Plan is operated over the 12-month period ending each December 31st.

Service Of Legal Process

Any legal process or document relating to the Plan should be delivered to:

<p>TreeHouse Foods, Inc. 2021 Spring Road 6th Floor Oak Brook, IL 60523 (708) 409-1300</p>

Service of legal process may also be made upon the Plan Administrator or trustee.

Plan Insurance

The Plan is a defined contribution retirement plan that includes a cash-deferred arrangement. Because a defined contribution plan is always fully funded, it does not require insurance from the Pension Benefit Guaranty Corporation (“**PBGC**”). Therefore, benefits under the Plan are not insured by the PBGC.

Amendment Or Termination

The Company reserves the right to amend or terminate all or any part of the Plan at any time. If the Company terminates the Plan, the Plan accounts of all participants will become fully vested. The Company will direct the distribution of your accounts in a manner permitted by the Plan as soon reasonably practicable after the termination. You will be notified if the Plan is terminated.

Claim Review

If you or your beneficiary feel you have been denied benefits, you must file written notice with the Plan Administrator. The written notice should be sent to:

**TreeHouse Foods, Inc. Employee Benefits
Plans Administrative Committee
2021 Spring Road
6th Floor
Oak Brook, IL 60523
(708) 409-1300**

You or your beneficiary will receive notice of the Plan Administrator's decision on your claim for benefits generally within 90 days after the Plan Administrator receives your claim. If there are special circumstances, the Plan Administrator may notify you that an extension of time of up to an aggregate of 180 days is required to process your claim.

You will receive a decision in writing. If your or your beneficiary's request for benefits is denied, the written notice will contain:

- The specific reasons for the denial.
- The specific Plan provisions upon which the denial is based.
- A description of any additional material or information necessary for you to perfect the claim for benefits, and an explanation of why such material or information is necessary.
- An explanation of how you may appeal the denial, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") following an adverse benefit determination on final review.

You or your beneficiary have the right to request and receive reasonable access to and copies of relevant documents, records and other information in the Employer's possession free of charge. Relevant documents, records and other information are those that:

- Were relied upon in making the benefit determination.
- Were submitted, considered or generated in the course of making the benefit determination.
- Demonstrate compliance with the Plan's administrative processes or safeguards.

Your Right to Appeal

The Employer wants to be sure that you and your beneficiaries receive the full benefits for which you or they are eligible under the Plan.

If an initial claim for benefits under the Plan is denied, in whole or in part, you or your beneficiary may file a written appeal with the Plan Administrator at the address identified above within 60 days of the date your claim is denied. You or your beneficiary may submit

written comments, documents, records and other information relating to your claim for benefits with the appeal.

The Plan Administrator will furnish you with a written notice of its decision as to the review of your appeal within 60 days of receiving your request for review (or up to an aggregate of 120 days if special circumstances require additional time, and you are notified before the end of the initial review period). The notification of denial will include the following information:

- The specific reasons for the denial.
- The specific Plan provisions upon which the denial is based.
- A statement that you are entitled to receive, upon request and free of charge, copies of all documents, records or other information relevant to your claim.
- A statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on final review.

Limitation on Filing Suit

Except as otherwise required by law, the decision of the Plan Administrator on review will be final and binding on all parties. In no event will you or your beneficiary be entitled to challenge a decision of the Plan Administrator in federal court or state court or in any other administrative proceeding, unless and until the claims procedures established under the Plan have been complied with and exhausted.

If you or your beneficiary wish to bring a civil action after having exhausted the claims procedures set forth above, you must bring such civil action within 180 days after receiving an adverse benefit determination. If you or your beneficiary do not file a civil action within 180 days after receiving an adverse benefit determination, you will be barred from filing an action at a later date. Any legal action (whether in law, in equity or otherwise) must be brought in the U.S. District Court of the Northern District of Illinois where the Plan is administered.

Assignment Of Benefits

Benefits payable under the Plan cannot be assigned or garnished, except as specified by a *Qualified Domestic Relations Order* (“**QDRO**”). A QDRO is a court order, judgment or decree in connection with alimony, marital property rights or child support requirements. If a domestic relations order complies with the Retirement Equity Act of 1984, as amended, and the Plan’s QDRO Procedures, the Plan Administrator recognizes it as a Qualified Domestic Relations Order and makes payments to the alternate payee (your spouse, former spouse, child or other dependent) as specified in the Order. You may obtain details about QDROs from the Plan Administrator.

Rules for Top Heavy Plans

The IRS has issued special rules establishing minimum vesting and benefit formulas for plans that become “top heavy.” In general, the Plan will become top heavy if the value of the benefits earned by certain highly compensated employees under the Plan is more than 60% of the value of benefits earned by all employees.

It is unlikely the Plan will become top heavy. However, if this should occur, you will receive complete information on any required vesting and benefit adjustments.

Uniformed Services Employment And Reemployment Rights Act (USERRA)

The Plan will provide benefits to covered employees entering into or returning from service in the armed forces as may be required under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

Protection of Service

The duration of active military duty (not exceeding 5 years) constitutes service with the Employer for Plan purposes. Subject to the rules below, this period will count for both vesting and benefit purposes.

Protection of Employee and Employer Matching Contribution Rights

You have the right to make up for any missed contributions that you could have made had you not been called to active duty. You have 3 times the duration of military service (up to 5 years) to make up the contributions after reemployment with the Employer.

The Employer must make any missed Employer safe harbor matching contributions during this make-up period. However, the Employer safe harbor matching contributions are only required to the extent that you contribute your missed deferrals for the military service period. Earnings and forfeitures are not included in determining the make-up contributions.

When coverage under this Plan is reinstated, all provisions and limitations of this Plan will apply to the extent that they would have applied if you had not taken military leave and your coverage had been continuous under this Plan. There will be no additional eligibility waiting period under the Plan.

Protection of Loan Provisions

Employees called to military service may defer their loan repayments without penalty for the duration of active military duty (not to exceed 5 years). However, if loan repayments are suspended, interest will continue to accrue during the military leave. The employee also retains the right to take out a loan during the military service period.

Survivor Benefits Related to Qualified Military Service

If you die while performing qualified military service, your beneficiary will be entitled to any additional benefits, other than benefit accruals, relating to the period of qualified military service provided under the Plan as if you were reemployed by the Employer on the date immediately preceding your death and incurred a termination of employment on the date of your death.

Keeping Your Records/Beneficiary Designation Current

It is very important that you keep your Human Resources records up to date. Your current mailing address and beneficiary designation in particular need to be on file in case a distribution from the Plan needs to be sent to you or your beneficiary.

Participants and beneficiaries bear the burden of keeping their mailing address, marital status and beneficiary designations current with the Plan Administrator and Empower, as applicable.

Power of Attorney

If the Plan Administrator receives, on behalf of a participant, a power of attorney with respect to such participant which is valid under state law, the Plan Administrator will comply with the instructions of the named attorney to the extent that the Plan Administrator would comply with such instructions if given by the participant and such instructions are consistent with the power of attorney.

Payments to Children or Legally Incompetent Persons

In the case of any distribution of Plan benefits to a minor or incompetent participant or beneficiary, the Plan Administrator may, in its discretion, direct the trustee to make the distribution to a legal or natural guardian of such minor or incompetent participant or beneficiary, and any such guardian will have the full authority and discretion to expend such distribution for the use and benefit of the minor or incompetent participant or beneficiary. Neither the trustee nor the Plan Administrator is required to oversee the application, by any such guardian, of any distribution made under this section.

Missing Persons

If an account is or becomes payable and the Plan Administrator and/or Empower is not able to locate the proper payee after taking reasonable steps to locate such payee, the Plan Administrator may:

- Treat the balance credited to the account as a forfeiture; however, if a claim for benefits is subsequently presented by a person entitled to a payment, the forfeited amount will be reinstated to the account upon verification of the claim, except for

those amounts that have been paid pursuant to an escheat or other applicable law;
or

- Roll over the account balance to an IRA designated by the Plan Administrator.

Representations Contrary to Plan

No employee, director or officer of the Employer has the authority to alter, vary or modify the terms of any Plan, except by means of a duly authorized written amendment to the Plan. No verbal or written representations contrary to the terms of the Plan are binding upon the Plan, the Administrative Committee, the Investment Committee or the Employer.

Recovery of Overpayment

If the Plan makes an overpayment or pays a benefit in error, the Plan has the right at any time, as elected by the Plan Administrator, to offset the amount of that overpayment from a future payment under the Plan, recover that overpayment from the person to whom it was made, a combination of both, or pursue any other lawful means of recovering such overpayment.

Any person in receipt of a payment from the Plan promises to reimburse the Plan for any overpayment. Any person in receipt of any benefit paid but not owed has an obligation to immediately notify the Plan Administrator of the overpayment and to return the overpaid benefits to the Plan. The Plan possesses a lien on any benefit paid but not owed under the terms of the Plan. The lien is enforceable regardless of the reason for the mistake in payment or the fault or knowledge of the person in possession of the mistakenly paid Plan assets. The lien will remain in effect until the Plan is repaid in full.

The Plan Administrator may take whatever action is necessary to enforce the Plan's lien on any overpayments. The Plan Administrator has sole discretion to choose the methods for enforcing the Plan's lien. These methods include, without limitation, the Plan's recoupment of the overpayment from future benefit payments or a court action seeking imposition of a constructive trust and disgorgement of the overpaid Plan benefits plus interest, or any other claim to recover Plan assets under ERISA or any applicable law.

No Contract of Employment

Your participation in the Plan does not assure you of continued employment or rights to benefits with the Employer or its affiliates, except as specified under the terms of the Plan. Nothing in the Plan or in this booklet confers any right of continued employment to any employee.

Applicable Law

The Plan will be governed and construed in accordance with the laws of the State of Illinois to the extent not pre-empted by the laws of the United States.

Prohibition Against Profiting From Participant's Death

If the Plan Administrator, in its sole discretion, determines that a beneficiary may have intentionally caused the participant's death, the Plan Administrator in its sole discretion may take any action the Plan Administrator determines appropriate, including but not limited to:

- Delaying payments of any benefit to such beneficiary for any period the Plan Administrator determines appropriate, including until there is a judicial determination of the beneficiary's guilt or innocence; and
- Deciding to pay the benefit otherwise payable to the beneficiary to another beneficiary.

Your ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

Receive Information About Your Plan And Benefits:

- Examine, without charge, all Plan documents at the office of the Plan Administrator and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the 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 collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for 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 your account balance in the Plan and the vested and non-vested portions of your account. If you are not vested in your account, the statement will tell you how many more years you have to work to become vested. This statement must be requested in writing and is not required to be given more than once every 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 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 retirement benefit or exercising your rights under ERISA.

Enforce Your Rights:

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees in some circumstances, for example, if the court finds your claim to be 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 office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the:

<p style="text-align: center;">Division of Technical Assistance and Inquiries Employee Benefits Security Administration U.S. Department of Labor 200 Constitution Avenue N.W. Washington, D.C. 20210</p>

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ERISA 404(c) Plan And Investment Information

The Plan is operated under Section 404(c) of ERISA and the related regulations (which may be found in Title 29, Section 2550.404c-1 of the United States Code of Federal Regulations). The federal statute and regulations allow the Plan to assign to you full responsibility for your investment choices for participant invested accounts. As long as the Plan is operated in accordance with the statute and regulations, the Plan fiduciaries will not have any liability for any losses that are the results of choices you make with respect to your investments. You are responsible for making all investment changes for these accounts, even after your employment terminates. You should carefully review all information provided to you by the Plan (and any other information from any other sources that you consider important), and make sure that your investment choices are appropriate for your individual needs.

The Plan Administrator is designated as the fiduciary responsible for administering your investment elections for your accounts and for providing you with all required information. The Plan Administrator will ensure that your investment requests are put into effect and will carry out related responsibilities as soon as reasonably possible. The Investment Committee is designated as the fiduciary responsible for selecting and reviewing the investment options available under the Plan. The Investment Committee may change the investment options under the Plan from time to time. You will be notified of any changes. The Investment Committee has the authority to designate and remove a limited-purpose named fiduciary for the purposes of selecting, hiring, monitoring and terminating investment managers under the Plan. The Plan trustees are designated as the fiduciaries responsible for maintaining custody of the investment funds and other assets in which your accounts are invested. The Plan Administrator and the trustee may designate 1 or more agents to ensure that your investment requests are put into effect and to carry out related responsibilities.

When you enroll in the Plan, you will receive summary information regarding each of the currently available investment funds. You may obtain updated summaries at any time by contacting Empower at **(833) THS-401K** or visiting their website at www.MyTreeHouse401k.com.

You also may receive a current fact sheet for any collective investment fund by requesting it from Empower at **(833) THS-401K** or visiting their website at www.MyTreeHouse401k.com.

In general, the Plan's trustees are responsible for voting any collective investment fund's shares, shares of stock and other investments held on your behalf in the Plan. However, the trustee may periodically ask you how shares allocated to your 401(k) accounts should be voted. Although the trustee will actually cast the vote, the trustee will provide you with information so that you may determine how the shares allocated to your accounts should be voted.

Under Section 404(c) of ERISA, you may request the following information:

- A description of the annual operating expenses of each investment fund;
- Copies of fact sheets, financial statements and reports and other materials relating to the investment funds;
- A list of the assets, and the values of the assets, comprised of each fund which constitute Plan assets under 29 CFR 2510.3-101; and
- Information concerning the value of the units of each investment fund as well as past and current investment performance.

You can obtain this information by contacting Empower at **(833) THS-401K** or visiting their website at www.MyTreeHouse401k.com.