GROUP INSURANCE CERTIFICATE AND SUMMARY PLAN DESCRIPTION

Northwestern Mutual®

The Northwestern Mutual Life Insurance Company

HOME OFFICE: 720 East Wisconsin Ave., Milwaukee WI 53202
GROUP INSURANCE ADMINISTRATION: PO Box 2177, Portland OR 97208

The Northwestern Mutual Life Insurance Company certifies that you will be insured under the Policy described below during the time, in the manner, and for the amounts provided in the Policy.

John E. Schlifske

Chief Executive Officer

Revised 06/20

POLICY NUMBER	S660059
NAME OF POLICYOWNER	Outten & Golden LLP
TYPE OF COVERAGE	Group Short Term Disability
POLICY EFFECTIVE DATE	September 1, 2008
POLICY ISSUED IN	the state of New York.

Important – Please Read This:

A Policy has been issued to the Policyowner. Your coverage under that Policy is shown in this Certificate. If your coverage is changed by an amendment to the Policy, the Company will provide the Policyowner with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

Please read this Certificate carefully. This Certificate has a Guide To Policy Provisions to help you find specific provisions.

The terms "you" and "your" refer to the insured Member. The term "the Company" refers to Northwestern Mutual Life. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear capitalized and in boldface type.

Guide To Policy Provisions

Index Of Defined Terms

The page number shown below is where the term is defined. For terms defined by an entire section, the page number below is the page on which that section begins.

SPECIFICATIONS

This section contains many of the features of your short term disability (STD) insurance. Other provisions, including exclusions, limitations, and Other Income, appear in other sections. Please refer to the text of each section for full details. The **Guide To Policy Provisions** and **Index of Defined Terms** help locate sections and definitions.

GENERAL INFORMATION

Policy Number:	S660059
Policyowner:	Outten & Golden LLP
Employer:	Outten & Golden LLP
Policy Effective Date:	September 1, 2008
Policy Issued In:	New York

SECTION 1. BECOMING INSURED

To become insured you must:

* Be a Member;
* Complete your Eligibility Waiting Period For Insurance; and
* Meet the other requirements in **Section 1. Becoming Insured**.

Definition of Member:

* An active Non-Equity Partner or salaried employee of the Employer, excluding an Equity Partner;
* A citizen or resident of the United States or Canada; and
* Regularly working 28 or more hours per week for the Employer.

You are not a Member if you are:

* A temporary or seasonal employee; or
* A full time member of the armed forces of any country.

Eligibility Waiting Period For Insurance:

This is the period you must be a Member before you become eligible for insurance.

You meet the Eligibility Waiting Period For Insurance on your first day as a Member.

Evidence Of Insurability:

Required for:

* Late application for Contributory insurance;
* Reinstatements if required; and

	* Members eligible but not insured under the Prior Plan.
Member Contributions:	**Noncontributory.** The Policyowner or Employer pays the entire premium for your insurance.

SECTION 2. BENEFITS

2.2 BENEFIT TERMS

Beginning Date:	8th day of each period of Disability caused by accidental Injury. 8th day of each period of Disability caused by Sickness or Pregnancy.
Maximum Benefit:	60% of your Predisability Earnings, not to exceed a weekly amount of $2,500.
Minimum Benefit:	$25 or 10% of your Maximum Benefit, whichever is greater.
Maximum Benefit Period:	13 weeks.
Predisability Earnings:	Based on your last full day of Active Work.

2.3 DEFINITION OF DISABILITY

Partial Disability:	Covered.
Partial Disability Income Percentage:	80% of your Predisability Earnings.

2.5 BENEFIT AMOUNTS

STD Benefit:	Your Maximum Benefit minus your Other Income.

SECTION 4. EXCLUSIONS AND LIMITATIONS

4.1 EXCLUSIONS

* Work Related;
* Intentionally self-inflicted injury; and
* War.

4.2 LIMITATIONS

* Care Of A Physician Or Practitioner;
* Occupational Benefits; and
* Working.

SECTION 5. TERMINATION

5.1 WHEN INSURANCE ENDS

Leave of Absence Period:	Insurance is continued while on a leave of absence scheduled to last 30 days or less.

SECTION 1. BECOMING INSURED

1.1 INITIAL EFFECTIVE DATE

You are eligible for insurance if you are a Member who has completed the Eligibility Waiting Period For Insurance shown in the **Specifications**. Subject to the Active Work Requirement, your insurance will become effective as determined in this section. Additionally, to become insured for Contributory insurance you must also apply in writing and agree to pay premiums. The **Specifications** states whether your insurance is Contributory or Noncontributory.

Evidence Of Insurability Not Required. Insurance not subject to Evidence Of Insurability will become effective on:

* The date you meet the Eligibility Waiting Period For Insurance, if insurance is Noncontributory;
* The date you meet the Eligibility Waiting Period For Insurance, if insurance is Contributory and you apply on or before that date; or
* The date you apply, if insurance is Contributory and you apply within 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Late Application. Evidence Of Insurability is required if you apply for Contributory insurance more than 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Evidence Of Insurability Required. Insurance subject to Evidence Of Insurability will become effective on the date the Company approves your Evidence Of Insurability.

Evidence Of Insurability. When required you must:

* Complete the forms required by the Company;
* Sign the forms which allow the Company to obtain information about you;
* Provide, at your expense, other information the Company may reasonably require for determining your insurability; and
* Undergo a physical examination, if required by the Company.

1.2 DELAYED EFFECTIVE DATE

If you do not meet the Active Work Requirement, the effective date of your insurance is delayed. Delayed insurance becomes effective on the day after you complete one full day of Active Work.

1.3 ACTIVE WORK REQUIREMENT

The Active Work Requirement is met if you are a Member who is Actively At Work on the day before the scheduled effective date of your insurance. It is also met if you:

* Are capable of Active Work on that day, but are absent due to vacation, holiday, or scheduled day off; and
* Were Actively At Work on the last scheduled work day before the absence.

Actively At Work and **Active Work.** This means you are performing the Material Duties of your Own Occupation at your Employer's usual place(s) of business.

1.4 REPLACEMENT COVERAGE

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy, you do not have to meet the Eligibility Waiting Period For Insurance shown in the **Specifications**.

If your insurance is Contributory and you were eligible for insurance under the Prior Plan for more than 31 days but were not insured, you must provide satisfactory Evidence Of Insurability to become insured under the Policy.

Prior Plan. This means your Employer's group short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Policy and which is replaced by the Policy.

1.5 INCREASED INSURANCE

An increase in your insurance does not become effective until you meet the Active Work Requirement. However, if you meet the Active Work Requirement while Disabled or during a period of Temporary Recovery, you will not qualify for any increase in insurance.

1.6 INCONTESTABILITY

When Evidence Of Insurability is required, the Company relies on the information provided. Any statement you make to obtain insurance is a representation and not a warranty. The Company may contest the validity of your insurance or reduce or deny a claim if:

* The information you provide contains a misrepresentation;
* Your insurance would not have been approved if the Company had known the truth; and
* The Company has given you a copy of the written instrument signed by you which contains the misrepresentation.

After your insurance has been in effect for two years, the Company will not use a misrepresentation to contest its validity or reduce or deny your claim for a Disability that begins after the two year period, unless the misrepresentation was fraudulent.

SECTION 2. BENEFITS

2.1 INSURING CLAUSE

Benefits become payable for your Disability only if:

* You become Disabled while insured under the Policy;
* You are under the ongoing care of a Physician Or Practitioner;
* Your Disability results from an Injury, Sickness, or Pregnancy;
* You give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date;

* Your Disability is not excluded under **Section 4. Exclusions And Limitations**; and

* You meet all other terms of the Policy.

2.2 BENEFIT TERMS

Beginning Date. This is the date on which benefits begin to accrue after you become Disabled. Benefits are not payable for the time you are Disabled before the Beginning Date. See **Specifications**.

Maximum Benefit. Your Maximum Benefit is shown in the **Specifications**.

Minimum Benefit. Your Minimum Benefit is shown in the **Specifications**.

Maximum Benefit Period. This is the longest period for which benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins on the Beginning Date. No benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Specifications**.

Predisability Earnings. Your Predisability Earnings for each uninterrupted period of Disability will be the Predisability Earnings in effect on the date shown in the **Specifications**. Any change in your earnings after that date will not affect your Predisability Earnings.

Predisability Earnings means your weekly rate of earnings from your Employer.

Predisability Earnings does not include:

* Bonuses;

* Commissions;

* Overtime pay;

* Your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or benefit plan; and

* Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one-fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 calendar weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

Injury. This is an injury to your body.

Mental Disorder. This is any disease, condition or disorder, whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

* psychosis, psychoneurosis, anxiety and depression; and

* behavioral, adjustment, emotional, personality and stress-related disorders.

Physician Or Practitioner. This is a licensed medical professional, other than yourself, acting within the scope of the license. If Disability is primarily due to any Mental Disorder, Physician or Practitioner means a psychiatrist or licensed doctoral level psychologist, other than yourself.

Pregnancy. This is your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness. This is your sickness, illness, or disease.

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet either of the following definitions:

* Definition of Disability; or

* Definition of Partial Disability.

Definition Of Disability. You are Disabled if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

Definition Of Partial Disability. You are Partially Disabled if you are working for your Employer but, as a result of Sickness, Injury, or Pregnancy, are unable to earn more than the Partial Disability Income Percentage shown in the **Specifications**.

Own Occupation. This is any employment, business, trade, professional calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with your Employer. Your Own Occupation is not limited to your specific job with your Employer or to your specific area of specialization, interest or expertise within the general occupation.

Material Duties. These are the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation.

2.4 WORKING WHILE DISABLED

You may accrue days toward the Beginning Date while working if you are Disabled.

During the Maximum Benefit Period, benefits are payable while you are working if you are Disabled. However, your Work Earnings will be used to reduce your benefit as shown in **Section 2.5 Benefit Amounts**.

2.5 BENEFIT AMOUNTS

The benefit payable during your Disability will be one of the benefits described in this section, subject to the Maximum Benefit and Minimum Benefit shown in the **Specifications.**

STD Benefit. This is your Maximum Benefit minus your Other Income. Your Maximum Benefit is shown in the **Specifications**.

Return To Work Benefit. The Return To Work Benefit will be paid in place of your STD Benefit, if you are working while Disabled. Your Return To Work Benefit equals your STD Benefit minus the amount of your Work Earnings, sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts (but not vacation pay) which, when added to your STD Benefit exceeds 100% of your Predisability Earnings.

Work Earnings. This is your gross weekly earnings from work you perform for your Employer while Disabled. Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

Hospital. This is a legally operated facility identified as a hospital and providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. "Hospital" does not include rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational or rehabilitative care.

When a Disability lasts for a part of a week, 1/7th of the full benefit will be payable for each day you are Disabled.

2.6 ASSIGNMENT

The rights and benefits under the Policy are not assignable.

2.7 CONTINUATION OF BENEFITS

Your right to receive benefits for a period of Disability which begins while you are insured will not be affected by:

* Termination of the Policy after you become Disabled;
* Termination of your insurance while the Policy remains in force; or
* Any amendment to the Policy approved after the date you become Disabled.

2.8 WHEN BENEFITS END

Your benefits end automatically on the earliest of:

* The date long term disability benefits become payable to you under a group LTD insurance policy issued by the Company;
* The date you are no longer Disabled;
* The date your Maximum Benefit Period ends; and
* The date you die.

SECTION 3. BENEFIT PROVISIONS

3.1 OTHER INCOME

Other Income. The amounts below are Other Income:

* The amount of your sick pay or other salary continuation (but not vacation pay) paid to you by your Employer which, when added to your Maximum Benefit, exceeds 100% of your Predisability Earnings;
* Any amount you receive or are eligible to receive as a result of your disability under any state unemployment compensation disability benefit law or state disability income benefit law; and

* Any amount you receive or are eligible to receive due to compromise, settlement, or other method as a result of a claim for any Other Income, whether disputed or undisputed.

3.2 RULES FOR OTHER INCOME

Weekly Equivalents. Each week the Company will determine your benefit using the Other Income attributable to the same weekly period, even if you actually receive the Other Income in another week.

If you are paid Other Income in a lump sum or by a method other than weekly, the Company will determine your benefit using a prorated amount. The Company will use the period of time to which the Other Income applies. If no period of time is stated, the Company will use a reasonable one.

Your Duty To Pursue Other Income. You must pursue Other Income for which you may be eligible. The Company may ask for written documentation of your pursuit of Other Income. You must provide satisfactory documentation within 60 days after the Company mails you a request. Otherwise, the Company may reduce your benefits by the amount the Company estimates you would be eligible to receive upon proper pursuit of the Other Income. You must notify the Company of the amount of the Other Income when it is approved.

Overpayment Of Claim. You must immediately repay the Company any overpayment of your claim. The Company will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by the Company. You will not receive any benefits until the Company has been repaid in full. In the meantime, any benefits paid, including the Minimum Benefit, will be applied to reduce the amount of the overpayment. The Company may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after the Company first mails you notice of the amount of the overpayment.

3.3 TEMPORARY RECOVERY AND SEPARATE DISABILITIES

You may temporarily recover from your Disability, and then become Disabled again from the same cause or causes, without having to start accruing days toward a new Beginning Date.

Temporary Recovery. This means you cease to be Disabled for no more than the following allowable period:

Allowable Period. The allowable period of recovery during the Maximum Benefit Period is 14 days.

Effect Of Your Temporary Recovery:

* The Predisability Earnings used to determine your benefit will not change;
* The period of Temporary Recovery will not count toward your Maximum Benefit Period;
* No benefits will be payable for the period of Temporary Recovery; and
* Except as stated above, the provisions of the Policy will be applied as if there had been no interruption of your Disability.

Separate Disabilities. Each time you cease to be Disabled for more than the allowable period, a new Maximum Benefit Period applies.

Treatment Initiated Benefit. When you are undergoing chemotherapy or radiation treatment at the direction of a Physician Or Practitioner, your Beginning Date will be the first day of each period of

Disability, and the Allowable Period for Temporary Recovery And Separate Disabilities for the Treatment Initiated Benefit will be 14 days.

Note: If you have previously received STD Benefits for Disability resulting from the same cause or causes, the Beginning Date will not be retroactively adjusted to the first day.

3.4 EXTENDED DISABILITY

If a period of Disability is extended by a new cause while benefits are payable, benefits will continue while you remain Disabled. However:

* Benefits will not continue beyond the end of the original Maximum Benefit Period; and
* **Section 4. Exclusions And Limitations** will apply to the new cause of Disability.

3.5 MISSTATEMENT OF AGE

If a person's age has been misstated, the Company will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

* The amount of insurance based on the correct age; and
* The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

SECTION 4. EXCLUSIONS AND LIMITATIONS

4.1 EXCLUSIONS

You are not covered for a Disability:

* Arising out of or in the course of any employment for wage or profit;
* Caused or contributed to by intentionally self-inflicted injury, while sane or insane; or
* Caused or contributed to by War or any act of War.

War. This is declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

4.2 LIMITATIONS

Care Of A Physician Or Practitioner. You must be under the ongoing care of a Physician Or Practitioner during your Disability. No benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician Or Practitioner.

Occupational Benefits. No benefits will be paid for any period when you are eligible to receive benefits under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised, or settled (whether disputed or undisputed), you must repay the Company for the full amount of any payments the Company makes to you while your claim for occupational benefits is pending.

Working. No benefits will be paid for any period when:

* You are working for wage or profit for any employer other than your Employer; or
* You are self-employed.

SECTION 5. TERMINATION

5.1 WHEN INSURANCE ENDS

Your insurance ends automatically on the earliest of:

* The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
* The date the Policy terminates;
* The date your employment terminates; and
* The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends on one of the dates shown above:

    (1) While you are receiving from your Employer at least the amount of Predisability Earnings in effect immediately before you ceased to be a Member;

    (2) While you are Disabled before the Beginning Date and while benefits are payable;

    (3) During a leave of absence if continuation of your insurance under the Policy is required by the state mandated family or medical leave act or law; or

    (4) During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the period shown in the **Specifications**.

5.2 REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

* If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period For Insurance will be waived;
* If your insurance is Contributory and ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again; and
* If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law.

SECTION 6. CLAIMS

6.1 FILING A CLAIM

Claims should be filed on the Company's forms. If you do not receive the Company's forms within 15 days after you ask for them, you may submit your claim in a letter to the Company. The letter should include the date your disability began, and the cause and nature of your disability.

6.2 PROOF OF LOSS

You must give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date. Proof Of Loss provided after the 90-day period must be shown as being furnished as soon as was reasonably possible. If Proof Of Loss cannot be shown as being furnished as soon as was reasonably possible, your claim will be denied. These limits will not apply while you lack legal capacity.

Proof Of Loss. This means written proof that you are Disabled and entitled to benefits. Proof Of Loss must be provided at your expense.

6.3 DOCUMENTATION

At your expense, you must submit completed claims statements, your signed authorization for the Company to obtain information, and any other items the Company may reasonably require in support of your claim. If you do not provide the documentation within 45 days after the Company mails you a request, your claim may be denied, unless it can be shown that it was not reasonably possible to provide such documentation within the above referenced timeframe and such documentation is provided thereafter as soon as reasonably possible.

6.4 TIME OF PAYMENT

The Company will pay benefits within 60 days after you provide satisfactory Proof Of Loss. Benefits will be paid at the end of each week you qualify for them.

6.5 PAYMENT OF CLAIM

Benefits will be paid to you. Benefits remaining unpaid at your death will be paid to your estate.

6.6 INVESTIGATION OF CLAIM

The Company may investigate your claim at any time. At its own expense, the Company may have you and your financial records examined as often as is reasonably necessary. This will be done by specialists of the Company's choice. The Company may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

6.7 NOTICE OF DECISION ON CLAIM

The Company will evaluate your claim promptly after you file it. Within 45 days after the Company receives your claim the Company will send you: (a) a written decision on your claim; or (b) a notice that the Company is extending the period to decide your claim for 30 days. Before the end of this extension period the Company will send you: (a) a written decision on your claim; or (b) a notice that the Company is extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If the Company extends the period to decide your claim, the Company will notify you of the following: (a) the reasons for the extension; (b) when the Company expects to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information the Company needs to resolve those issues.

If the Company requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, the Company may decide your claim based on the information the Company has received.

If the Company denies any part of your claim, you will receive a written notice of denial containing:

* The reasons for the decision.
* Reference to the parts of the Policy on which the decision is based.
* Reference to any internal rule or guideline relied upon in making the decision.
* A description of any additional information needed to support your claim.
* Information concerning your right to a review of the decision.
* Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.

6.8 REVIEW PROCEDURE

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after you receive notice of the denial.

You may send the Company written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to the Company about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement in connection with the denied claim and will not be subordinate to that person. The Company's review will include any written comments or other items you submit to support your claim.

The Company will review your claim promptly after the Company receives your request. Within 45 days after the Company receives your request for review the Company will send you: (a) a written decision on review; or (b) a notice that the Company is extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If the Company extends the review period, the Company will notify you of the following: (a) the reasons for the extension; (b) when the Company expects to decide your claim on review; and (c) any additional information the Company needs to decide your claim.

If the Company requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, the Company may conclude the review of your claim based on the information the Company has received.

If the Company denies any part of your claim on review, you will receive a written notice of denial containing:

* The reasons for the decision.
* Reference to the parts of the Policy on which the decision is based.
* Reference to any internal rule or guideline relied upon in making the decision.
* Information concerning your right to receive free of charge copies of non-privileged documents and records relevant to your claim.
* Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

6.9 TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given the Company Proof Of Loss. No such action may be brought more than three years after the earlier of:

* The date the Company receives Proof Of Loss; and
* The end of the period within which Proof Of Loss is required to be given.

SECTION 7. ALLOCATION OF AUTHORITY

Except for those functions which the Policy specifically reserves to the Policyowner, the Company has full and exclusive authority to control and manage the Policy, to administer claims, and to interpret the Policy and resolve all questions arising in the administration, interpretation, and application of the Policy.

The Company's authority includes, but is not limited to:

* The right to resolve all matters when a review has been requested;
* The right to establish and enforce rules and procedures for the administration of the Policy and any claim under it;
* The right to determine:
    (1) Your eligibility for insurance;
    (2) Your entitlement to benefits;
    (3) The amount of benefits payable to you;

(4) The sufficiency and the amount of information the Company may reasonably require to determine 1, 2, or 3 above.

Subject to the review procedures of the Policy, any decision the Company makes in the exercise of the Company's authority is conclusive and binding.

ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan:	Outten & Golden LLP Health and Welfare Plan
Name, Address of Employer:	Outten & Golden LLP 685 3rd Avenue 25th Floor New York NY 10017
Employer ID Number:	13-4014306
Plan Number:	501
Type of Plan:	Group Insurance Plan
Type of Administration:	Contract Administration
Name, Address, Phone Number of Plan Administrator:	Policyowner (212) 245-1000
Name, Address of Registered Agent for Service of Legal Process:	Policyowner
Sources of Contributions to the Plan:	Employer
Funding Medium:	Fully Insured
Plan Fiscal Year End:	December 31

ERISA INFORMATION AND NOTICE OF YOUR RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA)

1. Termination Of The Policy

The policy which provides benefits for this plan may be terminated by the Policyowner at any time with prior written notice to The Northwestern Mutual Life Insurance Company (the "Company"). It will also terminate if the Policyowner fails to pay the required premium.

The Company may terminate the policy on any premium due date if the number of persons insured is less than the required minimum, or if the Company believes the Policyowner has failed to perform its obligations relating to the policy.

2. Amendment Of The Policy

The policy may be changed in whole or in part. No change in this policy will be valid unless it is approved in writing by one of the Company's executive officers and given to the Policyowner for attachment to the policy.

3. Statement Of Your Rights Under ERISA

* Right To Examine Plan Documents

  You have the right to examine all plan documents, including the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, and any insurance contracts or collective bargaining agreements. These documents can be examined at the Plan Administrator's office or other specified locations, free of charge.

* Right To Obtain Copies Of Plan Documents

  You have the right to obtain copies of all plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. There may be a reasonable charge for the copies.

* Right To Receive A Copy Of Annual Report

  The Plan Administrator must give you a copy of the plan's summary annual financial report if the plan is required to file an annual report. There will be no charge for the report.

* Right To Review Of Denied Claims

  If your claim for plan benefits is denied or ignored, in whole or in part, you have the right: a) to know why this was done: b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reconsidered, all within certain time schedules.

4. Protection Of Your Rights Under ERISA

ERISA prohibits anyone from firing or discriminating against you in any way to prevent you from receiving a plan benefit or from exercising your rights under ERISA.

ERISA gives you the right to file suit in a state or federal court if your claim for benefits under the employee benefit plan is denied or ignored, in whole or in part. You can also file suit in a federal court if you request plan documents and do not receive them within 30 days. In such a case the court will require the Plan Administrator to give you the plan documents you requested. In some cases the court could also require the Plan Administrator to pay you up to $110 a day until you receive the requested materials.

ERISA also imposes special obligations on the people (called "fiduciaries") who operate your Employer's employee benefit plan. The fiduciaries have a duty to act prudently and in the interests of plan participants.

If you believe that the fiduciaries have misused the plan's money, or that you have been discriminated against for asserting your rights, you can ask for help from the U.S. Department of

Labor. You can also file suit in a federal court. If you file a suit, the court will decide who must pay the court costs and legal fees. If your suit is successful, the court may require the fiduciary to pay those costs and fees. If you lose, the court may order you to pay those costs and fees.

5. Additional Procedures For Claims Based On Disability Determinations Filed on or after April 1, 2018

If the Company denies any part of your claim for a benefit that relies on a disability determination, you will receive a written notice of denial containing a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial. If your claim for a benefit that relies on a disability determination is denied, before the Company issues a decision on review, the Company will provide you, free of charge, with any new evidence or rationale considered, relied upon, or generated by the Company in connection with the claim, and the Company will provide such new evidence or rationale sufficiently in advance of the decision deadline date to give you a reasonable opportunity to respond prior to that date.

If the Company's review results in a denial of any part of your claim for a benefit that relies on a disability decision, your written notice of denial will contain a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to bring a civil action for benefits under section 502(a) of ERISA and a description of any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

6. Questions About The Plan Or ERISA

If you have any questions about your Employer's employee benefit plan, you should contact the Plan Administrator.

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

Your Northwestern Mutual Financial Representative

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