The Roche Retirement Plan was combined with the Roche Diagnostics Corporation Pension Equity Plan and the Syntex U.S. Employees Pension Plan effective December 31, 2013 to form the Consolidated Roche Retirement Plan (the “Plan”). The following Summary Plan Description (SPD) reflects the Plan provisions applicable to those Members who were previously covered under The Roche Retirement Plan and whose benefits under the Plan are determined under the Prior Roche Retirement Plan provisions. Separate SPDs exist for Members previously covered under the Roche Diagnostics Corporation Pension Equity Plan, and the Syntex U.S. Employees Pension Plan.

This SPD supersedes any other SPD and/or updates to other SPDs previously distributed.

Responsibility for administering the portion of the Plan applicable to Members eligible for the Prior Roche Retirement Plan provisions has been delegated by the Plan Administrator to the Roche Benefits Center. The Roche Benefits Center may be contacted by calling 1-888-862-2617 (International callers should call 1-847-247-5371).
CONSOLIDATED ROCHE RETIREMENT PLAN
(for Members Eligible for the Prior Roche Retirement Plan Provisions)

The material in this Summary Plan Description (SPD) is intended to provide you with an overview of the portions of the Consolidated Roche Retirement Plan (the “Plan”) applicable to the determination of your Plan benefit. You should be able to find the answers to most of your retirement plan questions within this SPD. However, if you would like additional information about anything contained in this SPD, you can obtain assistance by contacting:

Roche Benefits Center
Phone: 1-888-862-2617 (within the United States)
1-847-247-5371 (international callers)

Web site: www.ibenefitcenter.com

Important Notice
NEITHER THIS SPD NOR THE POLICIES AND PROCEDURES CONTAINED HERIN CONSTITUTE A CONTRACT. THIS MEANS THAT NO PROMISE OF ANY KIND IS INTENDED BY THE BENEFITS DESCRIBED IN THIS SPD. NOTHING IN THE SPD IS INTENDED TO GIVE YOU THE RIGHT TO BE RETAINED IN THE EMPLOYMENT OF YOUR EMPLOYER OR TO INTERFERE WITH THE RIGHT OF YOUR EMPLOYER TO TERMINATE YOU.

The Plan is offered by Covered Employers voluntarily and may be amended or terminated at any time by action of the Board of Directors of Hoffmann-La Roche Inc. Amendments may, among other things, affect benefits, procedures, participation, etc., with respect to current or future Employees, Retirees or other terminated Employees or their survivors or beneficiaries, regardless of whether they are actively participating in the Plan at the time of amendment.

This SPD is a general summary of the Plan applicable to Members eligible for the Prior Roche Retirement Plan provisions and is not meant to interpret, extend, or change the Plan in any way. Every attempt has been made to ensure the accuracy of the information in this SPD. However, if there is any discrepancy between the contents of this SPD and the official Plan document, the official Plan document will always govern.
## The Plan at a Glance

The Plan is provided at no cost to Members and is designed to provide a source of income during your retirement years in addition to income you may receive at retirement from Social Security and your own personal savings and investments. The Plan may also provide survivor benefits to your Spouse and Children.

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Eligible Employees hired before April 1, 2007 and certain rehires (see “Eligibility Requirements” for full eligibility rules).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vesting</td>
<td>Eligible Employees who completed at least one Hour of Service on/after January 1, 1989 are Vested upon the completion of 5 Years of Service or attainment of Normal Retirement Age, whichever occurs first.</td>
</tr>
<tr>
<td>Normal Retirement Age</td>
<td>Age 65, or if later, the earlier of (i) the fifth anniversary of the beginning of your Plan participation or (ii) your completion of five Years of Service.</td>
</tr>
<tr>
<td>Normal Retirement Date</td>
<td>If you attain Normal Retirement Age before the sixteenth day of a month, your Normal Retirement Date is the first day of such month. If you attain Normal Retirement Age after the fifteenth day of a month, your Normal Retirement Date is the first day of the following month.</td>
</tr>
<tr>
<td>Early Retirement Date</td>
<td>The first day of any month following your 55th birthday (50th birthday if your most recent date of hire by a Roche Affiliate was before April 1, 1985) and your completion of at least 10 years of Continuous Service.</td>
</tr>
<tr>
<td>Deferred Retirement</td>
<td>Members who continue to work for a Covered Employer may continue to participate in the Plan beyond Normal Retirement Age.</td>
</tr>
</tbody>
</table>
| Benefits           | Retirement benefits with various payment options  
Survivor benefits for eligible Spouse and Children  
Benefits payable to Vested Members as described above who have at least 5 Years of Service |
| How to Obtain a Pension Estimate | Roche Benefits Center  
Web site: [www.ibenefitcenter.com](http://www.ibenefitcenter.com)  
Phone: 1-888-862-2617 (within the United States)  
1-847-247-5371 (international callers) |

The preceding information is not meant to be a complete description of the Plan. Certain requirements, exclusions, and limitations may apply to all of the above. Please refer to the following Summary Plan Description for further details.
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Definitions

The following are some defined terms you will see used throughout this SPD. Understanding these terms will help you better understand your Plan benefits.

**Benefit Commencement Date:** The first day of the month as of which benefits become payable to a Member under the Plan.

**Child (or Children):** Your biological child born no later than nine months after the earlier of your Retirement or your death, a child adopted prior to the earlier of your Retirement or your death, or a stepchild of a marriage that occurred at least two years prior to the earlier of your Retirement or your death; who received his/her principal support from you and was under age 21 at the time of your death.

**Continuous Service:** Your service as an Eligible Employee used to determine the amount of your pension benefit up to a maximum of 25 years (See “Service”).

**Covered Compensation:** The average of the 35 Social Security Wage Bases ending with the last day of the year in which you attain your Social Security Normal Retirement Age. Generally, Social Security Normal Retirement is at age 65 if you were born before 1938; between 65 and 66 if born during 1938 through 1942; age 66 if born during 1943 through 1954; between 66 and 67 if born during 1955 through 1959; and age 67 if born after 1959.

**Covered Employer:** Any company listed in the Covered Employers section at the end of this SPD and any U.S. Roche Affiliate that becomes a Covered Employer on/after January 1, 2011.

**Earnings:** The base pay paid to you by a Covered Employer while you are an Eligible Employee actively accruing service and benefits in the Plan, including base pay deferred under the Roche Savings and Pay Deferral Plan or the U.S. Roche 401(k) Savings Plan, and base pay deferred on/after January 1, 2011 under the U.S. Roche Deferred Compensation Plan, up to Internal Revenue Service (IRS) limits ($265,000 in 2016). Earnings do not include bonus, variable pay awards, special recognition awards, commissions, overtime, shift premium, or other extra pay. For periods of service with a Covered Employer prior to 1995 (other than at a Covered Employer’s Freeport, Texas and Newport Beach, California facilities), your Earnings are your Earnings multiplied by a factor of 14/13ths.

**Employee:** Any individual employed by a Covered Employer except that the term “Employee” does not include:

- individuals classified by their employer as a leased employee or as an independent contractor;
- a person whose compensation is not paid through a Covered Employer’s payroll system;
- a person whose compensation is reflected on a Form 1099 rather than a Form W-2;
- an agency employee;
- members of collective bargaining units unless Plan eligibility is specifically agreed to by the Plan Sponsor in a collective bargaining agreement;
- a person who has agreed in writing to non-participant status under the Plan; or
- a person transferred to a Roche U.S. Affiliate on a temporary basis from a Roche Affiliate that is not a Roche U.S. Affiliate.

**Final Average Earnings:** The annualized average of the highest consecutive 60 months of your Earnings (excluding any period you are on a leave of absence) or, if you have fewer than 60 months of Earnings, your average annual Earnings.

**Hour(s) of Service:** Each hour for which you are paid by a Roche Affiliate for the performance of duties. On a limited basis, Hours of Service may also be credited in the case of paid sick days, holidays, vacation, and authorized leaves of absence.
Imputed Continuous Service: The Continuous Service you would earn if you remained employed by a Covered Employer until your Normal Retirement Date, regardless of whether you actually remain employed until such date and without regard to the 25-year maximum on Continuous Service.

IRC: The Internal Revenue Code of 1986, as amended.

IRS: The Internal Revenue Service.

Member: An Eligible Employee who is accruing benefits under the Plan in accordance with its terms (See “Eligibility Requirements”).

Plan: Consolidated Roche Retirement Plan. References to the term “Plan” throughout this SPD generally mean the Consolidated Roche Retirement Plan (for Members eligible for the Prior Roche Retirement Plan provisions).

Plan Administrator: Roche U.S. Governance Committee.

Pre-1975 Plan: The Roche Retirement Plan, as in effect prior to January 1, 1975.

Retire, Retiree, or Retirement: When you terminate employment for any reason after having met the requirements for Early Retirement, Normal Retirement, or Deferred Retirement.

Retirement-Eligible: An actively-employed or terminated Member who has met the requirements for Early Retirement, Normal Retirement, or Deferred Retirement.

Roche Affiliate: Any organization which, together with Roche Holdings, Inc., is treated as a single employer under IRC Sections 414(b), 414(c), 414(m) or 414(o). A Roche Affiliate that is created or organized in the United States is referred to as a Roche U.S. Affiliate.

Roche Benefits Center: The company that provides day-to-day administrative services on behalf of the Plan Administrator.

Spouse: Your Spouse as recognized under applicable law. A Spouse for purposes of all payments made under the Plan shall mean:

- For the 50% Surviving Spouse Annuity described in item B under Normal Form of Benefit Payment, your Spouse as recognized under applicable law to whom you were legally married on both your Retirement Date and Benefit Commencement Date;
- For all other purposes, your Spouse as recognized under applicable law to whom you were legally married for at least one year prior to the earlier of your Benefit Commencement Date or your date of death. If you are married within one year before your Benefit Commencement Date, and you and the person you marry remain married for at least one year following the date of your marriage, you will be treated as having been married for at least one year prior to your Benefit Commencement Date.

Effective June 26, 2013, a Spouse also includes a person of the same sex as the Member, provided the couple was legally married in a jurisdiction that authorizes same-sex marriage (even if the couple resides in a jurisdiction that does not recognize same-sex marriage).

Vest, Vested, or Vesting: The extent to which your right to receive a Plan benefit is nonforfeitable.

Year of Service: The accumulation of 12 months of service with a Roche Affiliate. You will be credited with a month of service for each month in which you complete at least one Hour of Service (See “Service”).
Eligibility Requirements
Membership is limited to Eligible Employees, as defined below. These Eligible Employees became Members on the first day of the month coincident with or next following the later of:
- their attainment of age 21; or
- their completion of at least one Year of Service.

Eligible Employee:
- Employees last hired before April 1, 2007 by a Roche Affiliate that was a Covered Employer before April 1, 2007;
- Employees who transferred from any Roche Affiliate before April 1, 2007 directly to another Roche Affiliate that was a Covered Employer before April 1, 2007;
- Employees who transferred directly on/after April 1, 2007 but before October 1, 2008 to a Roche Affiliate that was a Covered Employer before October 1, 2008, from a Roche Affiliate where the Employee participated and was accruing benefits under the Syntex U.S. Employees Pension Plan on the day before his/her transfer;
- Employees who transferred directly on/after April 1, 2007 but before January 1, 2011 to a Roche Affiliate that was a Covered Employer before January 1, 2011, from a Roche Affiliate where the Employee participated and was accruing benefits under the Roche Diagnostics Corporation Pension Equity Plan on the day before his/her transfer;
- Members who were actively accruing benefits under this Plan on their last termination date who were rehired within the same calendar year as the year in which their employment terminated by:
  - a Roche Affiliate that was a Covered Employer at the time of their rehire after March 31, 2007; or
  - a Roche Affiliate that participated in the Syntex U.S. Employees Pension Plan at the time of their rehire on/after October 1, 2008; or
- Members actively accruing benefits under this Plan who were “reinstated” as defined below:
  - Prior to January 1, 2011 a Member was considered reinstated if he/she terminated employment and was reemployed by a Covered Employer as an Employee within 30 days of such termination.
  - On/after January 1, 2011 a Member is considered reinstated if he/she terminates employment and is reemployed by a Covered Employer as an Employee within 90 days of such termination.

Members Who Transfer to Other Roche Affiliates
Transfer before January 1, 2011:
- Members who transferred on/after October 1, 2008 directly to a Roche Affiliate that participated in the Syntex U.S. Employees Pension Plan, and who were actively accruing benefits under The Roche Retirement Plan at the time of such transfer, continued to participate and accrue benefits under The Roche Retirement Plan (for periods prior to December 31, 2013) and under the Prior Roche Retirement Plan provisions of this Plan for periods thereafter as long as they remained employed by a company that participated in the prior Syntex U.S. Employees Pension Plan for periods through December 31, 2010, and were employed by any Roche U.S. Affiliate that is a Covered Employer for periods on/after January 1, 2011.
Members who transferred before January 1, 2011 directly to any other Roche Affiliate that was not a Covered Employer before January 1, 2011, ceased to accrue further benefits under The Roche Retirement Plan.

Transfer on/after January 1, 2011:

- **Transfer directly to another Roche U.S. Affiliate that is a Covered Employer:**
  Members who transfer on/after January 1, 2011 directly to another Roche U.S. Affiliate that is a Covered Employer, and who were actively accruing benefits under The Roche Retirement Plan (for transfers prior to December 31, 2013) or the Prior Roche Retirement Plan provisions of this Plan (for transfers on or after December 31, 2013) at the time of such transfer, continued to participate and accrue benefits under The Roche Retirement Plan through December 30, 2013 and/or the Prior Roche Retirement Plan provisions of this Plan for periods on/after December 31, 2013, provided they remain employed by a Covered Employer.

- **Transfer directly to another Roche Affiliate that is NOT a Covered Employer:**
  Members who transfer directly to a Roche Affiliate that is not a Covered Employer cease to accrue further benefits under The Roche Retirement Plan (for transfers prior to December 31, 2013) or the Prior Roche Retirement Plan provisions of this Plan for transfers thereafter.

Members who transfer directly to a company that is not a Covered Employer, and who are actively accruing benefits under The Roche Retirement Plan (for transfers prior to December 31, 2013) or the Prior Roche Retirement Plan provisions of this Plan (for transfers thereafter) at the time of such transfer, who then transfer directly back to a Covered Employer, resume accruing benefits under the Prior Roche Retirement Plan provisions of this Plan upon the direct transfer back to a Covered Employer (the time period during which the Member was employed by a non-Covered Employer is not included in Continuous Service).

**Eligibility for Retirement**

Your **Normal Retirement Age** is age 65 or, if later, the earlier of (i) the fifth anniversary of the beginning of your Plan participation (if you are then employed) or (ii) your completion of five (5) Years of Service. If you attain Normal Retirement Age before the sixteenth day of a month, your **Normal Retirement Date** is the first day of such month. If you attain Normal Retirement Age after the fifteenth day of a month, your Normal Retirement Date is the first day of the following month.

Your **Early Retirement Date** may be the first day of any month following your attainment of age 55 (or age 50 if your most recent date of hire by a Roche Affiliate was before April 1, 1985) and your completion of at least 10 years of Continuous Service. Your monthly benefit payments will be reduced if your Benefit Commencement Date precedes your Normal Retirement Date (See “Early Retirement Reduction Factors”).

**Deferred Retirement Date** — You may continue to participate in the Plan beyond your Normal Retirement Date if you remain employed by a Covered Employer. Your monthly benefit payments may be increased to reflect the nonpayment of benefits and/or your continued service after your Normal Retirement Date (see “How Your Retirement Benefit Is Determined”).
Eligibility for a Benefit and Vesting

After becoming a Member, you become eligible to receive a Retirement benefit if your employment with all Roche Affiliates terminates for any reason after you reach your Early Retirement Date or Normal Retirement Date.

If you completed at least one Hour of Service on/after January 1, 1989* and your employment with all Roche Affiliates terminates for any reason before your eligibility for Retirement but after you have completed a minimum of five Years of Service, you will have earned a Vested benefit. Your monthly benefit payments will be reduced if your Benefit Commencement Date precedes your Normal Retirement Date (See “Reduction Factors for Early Commencement of a Vested Benefit”). If you have not attained Normal Retirement Age and your employment terminates for any reason before you complete at least five Years of Service, you will not be entitled to any benefits from the Plan.

* Members who did not complete at least one Hour of Service on/after January 1, 1989 were subject to the Vesting rules in effect before January 1, 1989.

Service

Years of Service for Eligibility and Vesting

For purposes of eligibility to participate in the Plan and the determination of your Vesting date, an Eligible Employee will receive one Year of Service for the accumulation of 12 months of service. You are credited with one month of service for each month in which you earn one Hour of Service beginning with your first Hour of Service and ending with the earlier of your termination of employment, Retirement, death, or the first anniversary of your absence from work for any other reason. You are not treated as having terminated employment or as being absent from work for periods counted as Continuous Service (described below).

If your employment terminates and you are rehired within 12 months, you will receive Vesting service for the months that occurred between your termination and your rehire; although you may no longer be considered an Eligible Employee for further benefit accruals under the Plan (see “Rehired Members Who No Longer Meet the Definition of Eligible Employee”).

Special Provisions for Transfers and Rehires

- If you transferred into this Plan from another Roche Affiliate, your Hours of Service and Years of Service with the Roche Affiliate are counted only for the purposes of determining eligibility to become a Member, Retirement eligibility, and Vesting. Service with a Roche Affiliate that was not a Covered Employer at the time that service was accrued, is not counted as Continuous Service.

- For Members who were employed on/after January 1, 2009 by a Covered Employer, vesting service counted under the Syntex U.S. Employees Retirement Savings Plan will be counted as Vesting service in this Plan regardless of whether the Member was a direct transfer or rehire by a Covered Employer and regardless of whether service was earned before the company became a Roche Affiliate. For Employees rehired by a Covered Employer before January 1, 2009, who did not complete at least one Hour of Service on/after January 1, 2009, service with a company before that company became a Roche Affiliate is not counted under this Plan.

- For Members transferred from or rehired by any Roche U.S. Affiliate on/after January 1 2011, vesting service counted under any Roche U.S. Affiliate’s retirement plan will be counted as Vesting service in this Plan, regardless of whether service was earned before the company became a Roche Affiliate.

- Other than as stated above, if so provided in a Covered Employer’s resolution adopting the Plan, Years of Service completed prior to a Covered Employer becoming a Roche Affiliate or prior to a
Covered Employer adopting the Plan or a predecessor plan may be disregarded for purposes of eligibility and Vesting.

**Continuous Service for Benefit Calculation**

Once you become a Member, you receive full years and twelfths of years of Continuous Service for your period of employment with a Covered Employer that occurs after the date selected for commencement of Continuous Service specified in that Covered Employer’s formal resolution adopting the Plan. Continuous Service is taken into account in determining the amount of your benefit under the Plan.

Your service is counted as Continuous Service as long as there is no interruption in your salary or wages or you are absent for one of the following reasons:

- an authorized leave of absence for no more than 24 months due to personal need or emergency provided you return to work;
- an authorized leave to engage in a Covered Employer-approved training or education program provided you return to work;
- absent but qualified for temporary disability benefits unless your employment has been terminated and you become eligible for temporary disability benefits due to an illness or injury that began after your employment terminated; or
- absent while entitled to long term disability benefits under a Covered Employer’s disability benefits plan, subject to the following limitations:
  - Members who became eligible to collect benefits under a Long Term Disability (LTD) Plan in which their Covered Employer participated before January 1, 2011 will cease accruing all service and benefits under this Plan upon the earlier of the termination of their eligibility for LTD benefits under the LTD Plan or December 31, 2012. Members who are still receiving LTD benefits on December 31, 2012 will be 100% Vested on that date if not already Vested.
  - Members who become eligible to collect benefits under an LTD plan in which their Covered Employer participates on/after January 1, 2011 will cease accruing all service and benefits under this Plan as of the day their employment is terminated; the Member will be 100% Vested upon termination of employment due to LTD.

**Special Provisions for Transfers and Rehires**

- **If you are an Eligible Employee who transferred** into this Plan from another Roche Affiliate, Continuous Service is only counted from the date you became a Member of this Plan.

- **If you are an Eligible Employee who transferred** to this Plan from the Syntex U.S. Employees Pension Plan prior to October 1, 2008 or from the Roche Diagnostics Corporation Pension Equity Plan prior to January 1, 2011, your benefit under this Plan will equal the greater of (i) your Plan benefit determined using only your service and Earnings that occurred after the transfer or (ii) your Plan benefit determined using all of your service* and Earnings offset by benefits payable to you under the Roche U.S. Affiliate’s qualified defined benefit pension plan attributable solely to contributions made to your plan by the Roche U.S. Affiliate. Earnings with a Roche Affiliate for this purpose are not subject to the 14/13ths multiplier described in the definition of “Earnings.”

  *You will not receive credit for your Continuous Service and Earnings for those years that you did not participate in a qualified defined benefit pension plan maintained by the Roche U.S. Affiliate.
If you were rehired after receiving a lump sum payment of your Vested benefit from a previous period of employment, your Continuous Service upon subsequent rehire will be affected as follows:

- **Eligible Employees rehired prior to January 1, 2001**: Your benefit calculation upon subsequent termination of employment will be reduced by the accrued benefit attributable to the lump sum you received.

- **Employees who meet the Plan's definition of Eligible Employee upon rehire on/after January 1, 2001**: Your Continuous Service earned prior to your reemployment shall not be restored unless you repay* your lump sum amount with interest at a rate of 7.5%. Otherwise, the Continuous Service you earned prior to your reemployment is disregarded when performing any subsequent benefit calculations; however, your prior service will count toward Retirement eligibility.

  *Lump sums paid as part of the “Roche Pension Lump Sum Offer” cash-out programs that occurred in 2013 and 2014 cannot be repaid.

If you are rehired by any Roche Affiliate after you have begun collecting your pension, your benefit payments must be suspended until your employment again terminates. If upon rehire you continue to meet the definition of Eligible Employee, upon subsequent termination after reemployment, your benefit will be re-calculated taking into account any increase in your Final Average Earnings and age, any additional Continuous Service you may have earned, and any benefits already distributed. However, in no case will the new benefit payable at your Normal Retirement Date be less than the benefit you earned before your reemployment.

Important: Employees originally hired before April 1, 1985 whose employment terminated and who were subsequently rehired by a Roche Affiliate on/after April 1, 1985, must be at least age 55 with at least 10 Years of Service to be eligible for Retirement upon termination after the period of reemployment ends. Therefore, even if you were eligible to Retire prior to age 55 and are subsequently rehired by any Roche Affiliate on/after April 1, 1985 and your employment terminates again (whether voluntarily or involuntarily) before you have attained age 55, you will no longer be eligible for Early Retirement and you will not be considered a Retiree; therefore, you will also not be eligible for any other benefits associated with Retirement (e.g., retiree healthcare, death benefits, etc.).

If you are rehired on/after April 1, 2007 and you no longer meet the definition of Eligible Employee:

- You will no longer be eligible to accrue benefits under this Plan.
- Continuous Service used for determining the amount of benefits that may be payable to you under this Plan will be credited through the last day of the month in which you ceased to be an Eligible Employee. You will not accrue any additional Continuous Service in this Plan for any period of time during which you are not an Eligible Employee.
- You will continue to accrue Vesting Service and service toward eligibility for Retirement under this Plan for each Year of Service you complete with a Roche Affiliate provided you have not already received your accrued Plan benefit in the form of a lump sum as part of the “Roche Pension Lump Sum Offer” cash-out programs that occurred in 2013 or 2014. If the Plan benefit you accrued during a previous period of employment was distributed to you as part of the 2013 or 2014 cash-out program, you will not accrue any additional Continuous Service or Retirement Eligibility service under this Plan.
- Covered Compensation used in the calculation of benefits will be the amount in effect in the last year that you were an Eligible Employee.
- Your survivors will not be eligible for the Active Death Benefit.
Uniformed Service
Absence due to duty in a “Uniformed Service” of the United States is counted as part of your Hours of Service and Continuous Service only if you return to work in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). A “Uniformed Service” is the United States Armed Forces, the Army or Air Force National Guard (active duty or training), the commissioned corps of the Public Health Service or such other service constituting “Uniformed Service” under USERRA.

How Your Retirement Benefit Is Determined
Your Retirement benefit is calculated based on a formula which takes Final Average Earnings, Covered Compensation and Continuous Service into consideration. You can find definitions of these terms in the “Definitions” section.

The formula used to determine the amount of your Normal Retirement Benefit, payable under the Single Life Annuity Form, depends on a number of factors as explained below:

The Retirement Formula
If you first became a Plan Member after December 31, 1974; OR you were a Member of the Pre-1975 Plan who elected to withdraw all of your contributions, the formula used to calculate your benefit will be:

For participants who Retired on/after 1/1/75 but before 1/1/89:

\[
2\% \text{ of your Final Average Earnings} \\
multiplied by \\
up to 25 years of your Continuous Service \\
less \\
2\% \text{ of a Social Security offset} \\
Multiplied by \\
Early Retirement reduction factor if Benefit Commencement Date is before age 65
\]

For participants who Retired on/after 1/1/89:

\[
2\% \text{ of your Final Average Earnings} \\
less \\
.4\% \text{ of the lesser of your Final Average Earnings or Covered Compensation} \\
multiplied by \\
up to 25 years of Continuous Service \\
Multiplied by \\
Early Retirement reduction factor if Benefit Commencement Date is before age 65
\]
The Former Contributory Formula

If you were a Member of the Pre-1975 Plan who elected before 1975 to continue to contribute to the Plan after 1974 and continued to contribute up to the maximum of 25 years, the formula used to calculate your benefit will be:

\[
2.4\% \text{ of your Final Average Earnings}
\]
\[
\text{less}
\]
\[
$57.60
\]
\[
multiplied by
\]
\[
up to 25 years of Continuous Service
\]
\[
\text{Multiplied by}
\]
\[
\text{Early Retirement reduction factor if Benefit Commencement Date is before age 65}
\]

If you were a Member of the Pre-1975 Plan who stopped contributing to the Plan any time after 1974 but before you completed 25 Years Of Service and did not withdraw your Plan contributions, the formula used to calculate your benefit will be A + B as described below:

A. for the years and months of Continuous Service for which you made contributions to the Plan, the amount determined under the former Contributory Formula; and

B. for the years and months of Continuous Service after the date your contributions ended, up to the date you earned a total of 25 years of Continuous Service in the Plan (contributory service plus non-contributory service), the amount determined under the current Retirement Formula.

A Member’s Retirement benefit will include any payments due to him/her under Group Annuity Contract No. 142 issued by Metropolitan Life Insurance Company, effective as of May 1, 1953 for service and retirement credits earned prior to January 1, 1961, so that the combined amount payable from the Plan equals the amount determined under the applicable formula.

Normal Retirement
You will automatically receive an unreduced Normal Retirement Benefit if you Retire on or after your Normal Retirement Date.

Early Retirement
If you have completed at least 10 years of Continuous Service and are over age 55 (age 50 if your most recent date of hire was before April 1, 1985) before your employment termination date, you may Retire with a monthly income from the Plan. Once you become eligible, your Early Retirement Date is the first day of the month immediately following the month in which your Continuous Service ends.

The income you receive when you Retire early will not be as much as it would have been if you had continued working until you reached your Normal Retirement Date, for one or all of the following reasons:

- You may have fewer years of Continuous Service at your Early Retirement Date than you would have if you continued working to your Normal Retirement Date.
- Your accrued benefit will be reduced by an Early Retirement “reduction factor” to reflect the fact that your benefit is expected to be paid over a longer period of time.
- Your Final Average Earnings may be less at your Early Retirement Date than they would have been if you had continued working to your Normal Retirement Date.
Early Retirement Reduction Factors
The reduction factors for Early Retirement depend on your age on your Benefit Commencement Date (which may not be the same as the date you Retire).

The following table shows the factors that will be applied to your Normal Retirement Benefit at various ages to determine the percentage of your Normal Retirement Benefit that would be payable at the corresponding age. The reduction percentages are adjusted for payments that begin between the whole ages shown.

<table>
<thead>
<tr>
<th>Age at which you begin collecting your pension</th>
<th>Your Single Life Annuity Amount will be this Percentage of the Accrued Benefit Payable at your Normal Retirement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>100%</td>
</tr>
<tr>
<td>64</td>
<td>98%</td>
</tr>
<tr>
<td>63</td>
<td>96%</td>
</tr>
<tr>
<td>62</td>
<td>94%</td>
</tr>
<tr>
<td>61</td>
<td>92%</td>
</tr>
<tr>
<td>60</td>
<td>90%</td>
</tr>
<tr>
<td>59</td>
<td>86%</td>
</tr>
<tr>
<td>58</td>
<td>82%</td>
</tr>
<tr>
<td>57</td>
<td>78%</td>
</tr>
<tr>
<td>56</td>
<td>74%</td>
</tr>
<tr>
<td>55</td>
<td>70%</td>
</tr>
<tr>
<td>54*</td>
<td>66%</td>
</tr>
<tr>
<td>53*</td>
<td>62%</td>
</tr>
<tr>
<td>52*</td>
<td>58%</td>
</tr>
<tr>
<td>51*</td>
<td>54%</td>
</tr>
<tr>
<td>50*</td>
<td>50%</td>
</tr>
</tbody>
</table>

*You can only collect benefits prior to age 55 if your most recent Roche hire date was before April 1, 1985.
**Normal Retirement example for the Retirement Formula:**

This example shows the pension available at Normal Retirement based on the following assumptions:

- Retirement on January 1, 2015
- 25 years of Continuous Service
- Age 65 at Retirement
- $70,000 Social Security Covered Compensation (SSCC)
- $90,000 Final Average Earnings (FAE)
- Benefit paid as a Single Life Annuity*

\[
\begin{align*}
\text{Final Average Earnings:} & \quad $90,000 \\
\text{Multiplied by 2\%:} & \quad \times 2\% \\
& \quad $1,800 \\
\text{Less the lower of FAE or SSCC:} & \quad $70,000 \\
\text{Multiplied by .4\%:} & \quad \times .4\% \\
& \quad $280 - 280 \\
& \quad $1,520 \\
\text{Multiplied by 25 years of Continuous Service:} & \quad \times 25 \\
\text{Annual pension at age 65:} & \quad $38,000 \\
\text{Monthly pension at age 65:} & \quad $3,166.67
\end{align*}
\]

**Early Retirement Example:**

Normal and Early Retirement benefits are calculated in the same way but Early Retirement benefits that begin before age 65 are reduced. In this example, the Member is age 55 at Retirement and benefits begin immediately:

\[
\begin{align*}
\text{Age 65 annual benefit (from above):} & \quad $38,000 \\
\text{Reduction Factor for Early Retirement at 55:} & \quad \times 70\% \\
\text{Annual pension at age 55:} & \quad $26,600 \\
\text{Monthly pension at age 55:} & \quad $2,216.67
\end{align*}
\]

*For simplicity, sample calculations are shown under the Single Life Annuity although not all benefits are paid under the Single Life Annuity (see “Normal Form of Benefit Payments” for more information).

**Maximum Benefit**

Federal law limits the amount you may receive from the Plan each year. The limit is the lesser of the federal maximum benefit limit in effect in the year your employment terminated or 100\% of your average compensation for the three-consecutive-year period in which you received the highest compensation. The limit in effect for Members whose employment terminates in 2016 is $210,000. The limit may be reduced if distribution of your benefit commences before age 62, if you were a Plan Member for fewer than ten years, or if your benefit is paid in a form other than a Single Life Annuity or a Joint and Survivor Annuity with your Spouse as beneficiary.
**Deferred Retirement**

Members who continue working for a Covered Employer beyond their Normal Retirement Date will continue to accrue Continuous Service (subject to the 25-year Plan maximum). Upon Retirement, your income under the Single Life Annuity form will be computed using the Normal Retirement Benefit formula defined above and your Final Average Earnings and Continuous Service as of your Deferred Retirement Date. Your benefit attributable to your own contributions, if any, will be actuarially increased to reflect the nonpayment of benefits to you after your Normal Retirement Date. The remainder of your benefits generally will not be actuarially increased unless you continue to work for a Covered Employer beyond the April 1st following the year you attain age 70½ (subject to certain exceptions). Any actuarial increase will reduce any increase in your benefit calculation due to your post-Normal Retirement Age Service and Earnings.

**Vested Benefit Formula**

If you completed at least one Hour of Service on/after January 1, 1989* and your employment terminates before your eligibility for Retirement but after you have completed a minimum of five Years of Service, you will be eligible to receive a Vested benefit beginning at Normal Retirement Age.

*Members who did not complete at least one Hour of Service on/after January 1, 1989 were subject to the Vesting rules in effect before January 1, 1989.

If your employment terminates after you have become Vested but before eligibility for Retirement, your accrued pension benefit payable at your Normal Retirement Date (date nearest your 65th birthday) will be calculated under the following formula:

\[
\frac{2\% \text{ of your Final Average Earnings} - 0.4\% \times \text{the lesser of your Final Average Earnings or Covered Compensation}}{\text{Years of possible Continuous Service at Normal Retirement date (25 years maximum)} \times \text{Actual years of Continuous Service} \times \text{Imputed Continuous Service} \times \text{Reduction Factor if Benefit Commencement Date is before age 65}}
\]

**Reduction Factors for Early Commencement of a Vested Benefit**

You may elect to commence distribution of your Vested benefit effective the first day of any month following your attainment of age 55 (50 if your most recent date of hire was before April 1, 1985). If your Benefit Commencement Date is prior to your Normal Retirement Date (date nearest your 65th birthday), your benefit amount will be reduced based on your age at the time of such early commencement. The factors for reducing this benefit are not the same as the factors used in reducing a benefit paid for Early Retirement from active service. The reduction factors for early commencement depend on your age on your Benefit Commencement Date (which may not be the same as the date your employment terminated).

If you have any contributions in the Plan, you may elect to receive a cash refund with interest. If you elect a cash refund, your monthly benefit will be based on the above formula or, if a greater benefit would result, your benefit will be based on your accrued benefit from employer contributions determined under
IRC Section 411(c). Each refund is subject to the Qualified 50% Joint and Survivor Annuity rules, reduced for early commencement, if applicable.

The following table shows the factors that will be applied to your age 65 pension amount at various ages to determine the percentage of your age 65 pension amount that would be payable at the corresponding age. The reduction percentages are adjusted for payments that begin between the whole ages shown.

<table>
<thead>
<tr>
<th>Age at Benefit Commencement Date</th>
<th>Your Single Life Annuity Amount will be this Percentage of the Accrued Benefit Payable at Age 65</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>100.00%</td>
</tr>
<tr>
<td>64</td>
<td>93.33%</td>
</tr>
<tr>
<td>63</td>
<td>86.67%</td>
</tr>
<tr>
<td>62</td>
<td>80.00%</td>
</tr>
<tr>
<td>61</td>
<td>73.33%</td>
</tr>
<tr>
<td>60</td>
<td>66.67%</td>
</tr>
<tr>
<td>59</td>
<td>63.33%</td>
</tr>
<tr>
<td>58</td>
<td>60.00%</td>
</tr>
<tr>
<td>57</td>
<td>56.67%</td>
</tr>
<tr>
<td>56</td>
<td>53.33%</td>
</tr>
<tr>
<td>55</td>
<td>50.00%</td>
</tr>
<tr>
<td>54*</td>
<td>46.67%</td>
</tr>
<tr>
<td>53*</td>
<td>43.33%</td>
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<tr>
<td>52*</td>
<td>40.00%</td>
</tr>
<tr>
<td>51*</td>
<td>36.67%</td>
</tr>
<tr>
<td>50*</td>
<td>33.33%</td>
</tr>
</tbody>
</table>

*You can only collect benefits prior to age 55 if your most recent Roche hire date was before April 1, 1985.
**Vested Benefit Calculation Example:**

This example shows the pension available to a Vested Member based on these assumptions:

- Date of birth June 30, 1974
- Date of hire July 1, 2004
- Termination on June 30, 2014 (10 years of Continuous Service)
- Normal Retirement Date of July 1, 2039 (35 years of possible service)
- $90,000 final average earnings (FAE)
- $116,004 Social Security Covered Compensation (SSCC)
- Benefit paid as a Single Life Annuity

**Final Average Earnings:**

$90,000

- Multiplied by 2%
  - $2,000

- Less the lower of FAE or SSCC: $90,000
  - Multiplied by 0.4%
    - $360

\[ \text{Multiplied by possible years of Continuous Service to age 65 (25 years maximum):} \]

\[ \frac{360}{25} = $14,400 \]

\[ \text{Multiplied by actual Continuous Service divided by possible Years of Service to age 65 (with no maximum):} \]

\[ \frac{14,400}{35} = $411.43 \]

\[ \text{Annual pension at age 65:} \]

$10,285.71

\[ \text{Monthly pension at age 65:} \]

$857.14

If pension starts at age 55, the reduction is 50%

\[ \text{Monthly pension at age 55:} \]

$428.57

*For simplicity, sample calculations are shown under the Single Life Annuity although not all benefits are paid under the Single Life Annuity (see “Normal Form of Benefit Payments” for more information).

**Required Beginning Date**

If you are no longer employed by any Roche Affiliate and are eligible for a Plan benefit, your benefits must begin by the later of your Normal Retirement Date or the first day of the month following your date of termination. If you continue to work for a Covered Employer beyond the April 1st following the year you attain age 70½ (subject to certain exceptions), your benefit may be actuarially increased to reflect the nonpayment of benefits after attaining age 70½, with an offset for any continuing accruals.

**Normal Form of Benefit Payments**

There are three Normal Forms of payment. Unless you elect one of the Optional Forms of payment available to you, your benefit will be paid only in the Normal Form as outlined below:

A. **Members who are not married on their Benefit Commencement Date:** The Normal Form of payment is the Single Life Annuity that pays a monthly benefit for the life of the Member with no further payments available to anyone after the Member’s death.
B. **Retirement-Eligible Members last hired before January 1, 1990** who have an eligible surviving Spouse (i.e., the same Spouse to whom you were married on both your Retirement Date and Benefit Commencement Date): The Normal Form is the 50% Surviving Spouse Annuity. Under this form, you will receive a monthly benefit equal to the Single Life Annuity amount for life. Upon your death, 50% of the benefit you were receiving will be paid to your eligible surviving Spouse** for as long as he or she lives (regardless of any optional form of payment you may elect).

C. **Non-Retirement-Eligible Vested Members, Retirement-Eligible Members last hired before January 1, 1990 whose date of marriage is between their Retirement Date and Benefit Commencement Date, and Retirement-Eligible Members hired or rehired on or after January 1, 1990**: If you are married on your Benefit Commencement Date, the Normal Form is the Qualified 50% Joint and Survivor Annuity (QJSA). Under this form you will receive an actuarially reduced monthly benefit for life, with 50% of that reduced benefit continuing to your surviving Spouse** for as long as he or she lives.

* If you became a Plan Member prior to 1990, terminated employment and then resumed employment after 1989, upon your death, if you have an eligible surviving Spouse as described in B above, he/she will be eligible for the 50% Surviving Spouse Annuity described in B above, multiplied by a fraction, the numerator of which will be your pre-1990 Continuous Service (maximum of 25 years) and the denominator of which will be your total Continuous Service (maximum of 25 years). This benefit will be payable in addition to the benefit for which he/she would be eligible under C above, provided you do not waive the QJSA as explained in C.

**Members whose employment terminated after July 1, 2009 and whose Benefit Commencement Date was before June 26, 2015 were eligible to elect to commence Plan benefits under the above Normal Forms of payment with a same-sex Eligible Domestic Partner as their joint annuitant provided both the Member and his/her partner met all criteria described in the Roche Pharma US Domestic Partner Guide prior to the Member's termination of Roche employment and met the same criteria under the Normal Form that would be applicable to a Spouse. That is, for the 50% Surviving Spouse Annuity, the Retiree must have had the same Eligible Domestic Partner on both his/her Retirement Date and Benefit Commencement Date; for the 50% Joint and Survivor Annuity, the Retiree's partner must have been an Eligible Domestic Partner for at least one year before the Retiree's Benefit Commencement Date. If at the time of the Member's death after termination of employment, such Member had not elected a payment option which would leave a survivor benefit to an Eligible Domestic Partner, no benefits will be paid to that partner or to the children of that partner.

### Optional Forms of Benefit Payments

**Retirement-Eligible Members:**

Unmarried Retirees whose Normal Form is the Single Life Annuity as described in A above may choose to:

- collect your pension under the Single Life Annuity with no Optional Form; or
- elect an Optional Form that may provide a survivor benefit instead of the Single Life Annuity.
Married Retirees whose Normal Form is the 50% Surviving Spouse Annuity as described in B above may choose to:

- collect your pension under the **50% Surviving Spouse Annuity only, with no Optional Form** (you receive the Single Life Annuity amount and your eligible surviving Spouse will receive 50% of the Single Life Annuity amount after your death); or
- elect an Optional Form in addition to the **50% Surviving Spouse Annuity** (your Single Life Annuity amount will be reduced to reflect the Optional Form you elected, your eligible surviving Spouse remains eligible to receive 50% of your original Single Life Annuity amount after your death regardless of what Optional Form you elect and regardless of whether the beneficiary under the Optional Form is also your Spouse or someone else, and your beneficiary under the Optional Form will receive any survivor benefits payable under the Optional Form you elect). No spousal consent is required.

Married Retirees whose Normal Form is the Qualified 50% Joint and Survivor Annuity (QJSA) as described in C above may choose to:

- collect your pension under the **QJSA only with no Optional Form** (you receive the QJSA amount and, after your death, your eligible surviving Spouse will receive 50% of the amount you were receiving);
- elect an Optional Form in addition to the **QJSA** (your QJSA amount will be reduced to reflect the Optional Form you elected, however your eligible surviving Spouse will remain eligible to receive 50% of your original QJSA amount after your death, regardless of what Optional Form you elect and regardless of whether the beneficiary under the Optional Form is also your Spouse or someone else, and your beneficiary under the Optional Form will receive any survivor benefits payable under the Optional Form you elect). No spousal consent is required to elect an Optional Form since you are not waiving the QJSA under this scenario.
- waive the QJSA Normal Form and instead elect an Optional Form (your Optional Form calculation will be based on your Single Life Annuity amount since you are waiving the QJSA, your Spouse will no longer be eligible for the survivor benefit that would have been payable under the QJSA, therefore, your Spouse must provide written and notarized consent to your election and to any person(s) named as beneficiary under an Optional Form if other than your Spouse. Under this scenario, survivor benefits will only be payable if you elect an Optional Form that provides for survivor benefits and will only be payable to the designated beneficiary under the Optional Form elected.

Optional Forms Available to Retirees:

**50% Contingent Annuitant Option**
This form allows 50% of your pension to continue to your designated beneficiary after your death. Under this option, your Normal Form of payment will be actuarially reduced based on your age and the age of your beneficiary. The beneficiary cannot be changed after your Benefit Commencement Date, however, if your beneficiary dies before your Benefit Commencement Date, your election of this option will be ineffective unless you name a new beneficiary within 60 days of your original beneficiary's death.

**75% Contingent Annuitant Option**
This form allows 75% of your pension to continue to your designated beneficiary after your death. Under this option, your Normal Form of payment will be actuarially reduced based on your age and the age of your beneficiary. The beneficiary cannot be changed after your Benefit Commencement Date, however, if your beneficiary dies before your Benefit Commencement Date, your election of this option will be ineffective unless you name a new beneficiary within 60 days of your original beneficiary's death. Under this option, a beneficiary who is not your Spouse cannot be more than 19 years younger than you.
10 Year Certain
This form guarantees payments to you for life. However, if you die before 120 monthly payments are made, your designated beneficiary will receive payments for the remainder of the 120-month period. Under this option, your Normal Form of payment will be actuarially reduced. The beneficiary can be changed at any time prior to your death.

15 Year Certain
This form guarantees payments to you for life. However, if you die before 180 monthly payments are made, your designated beneficiary will receive payments for the remainder of the 180-month period. Under this option, your Normal Form of payment will be actuarially reduced. The beneficiary can be changed at any time prior to your death.

Early Retirement Adjustment Option
For eligible Retirees who commence receiving benefits prior to age 62, this option provides greater benefits before age 62 and lower benefits after age 62 so that the total monthly income from the Plan and Social Security will be as near to level as possible. No additional survivor benefits are payable under this option.

Single Life Annuity
Married Retirees whose Normal Form is the QJSA as described in C above, may elect to waive the QJSA and instead elect a Single Life Annuity which pays a monthly benefit for the life of the Retiree with no further payments available to anyone after the Retiree's death. If the QJSA is waived and you instead elect the Single Life Annuity, your surviving Spouse will not receive any pension benefits after your death. The QJSA can only be waived if your Spouse provides written and notarized consent to your election.

Terminated Vested Members Who Are Not Retirement-Eligible:
Terminated Vested Members who are not Retirement-Eligible but who have attained the earliest commencement age required by the Plan may elect an optional form of payment instead of their Normal Form. Married Members may choose either the Single Life Annuity or the 75% Contingent Annuitant Option (both described below) instead of the Qualified 50% Joint and Survivor Annuity (QJSA). Unmarried Members may choose the 75% Contingent Annuitant Option instead of the Single Life Annuity.

Single Life Annuity
The Single Life Annuity pays a monthly benefit for your life with no further payments available to anyone after your death. If you are married and elect this option instead of the QJSA, your Spouse will not receive any pension benefits after your death, therefore, your Spouse must provide written and notarized consent to your election.

75% Contingent Annuitant Option
If you elect this form instead of your Normal Form, you will receive an actuarially reduced benefit for life with 75% of this reduced benefit continuing to your beneficiary after your death. The amount of the reduction depends on your age and the age of your beneficiary. The beneficiary cannot be changed after your Benefit Commencement Date, however, if your beneficiary dies before your Benefit Commencement Date, your election of this option will be ineffective unless you name a new beneficiary within 60 days of your original beneficiary's death. If you are married and elect this option with someone other than your Spouse as your beneficiary, your Spouse will not receive any pension benefits after your death, therefore, your Spouse must provide written and notarized consent to your election. Under this option, a beneficiary who is not your Spouse cannot be more than 19 years younger than you.
Requesting Information and Applying for Benefits

Plan Members have the right to annually request an estimate of their current accrued Plan benefit. If you have any questions about the Plan or would like to request an estimate of your current accrued benefit, contact:

Roche Benefits Center
Phone: 1-888-862-2617 (within the United States)
1-847-247-5371 (international callers)
Web site: www.ibenefitcenter.com

To apply for benefits under the Plan, if eligible, you must:

1. Call the Roche Benefits Center at least 60 but not more than 180 days before your anticipated Benefit Commencement Date to obtain a pension estimate which will include all optional forms of payment available to you. The Roche Benefits Center will send you a customized quote along with the necessary election forms to complete.

2. Complete all necessary forms, including your choice of payment option, and submit your forms and any required documentation to the Roche Benefits Center within 180 days before your anticipated Benefit Commencement Date. You cannot elect a payment option more than 180 days before your Benefit Commencement Date.

After your Benefit Commencement Date has passed, you cannot change your Normal or Optional form of payment elections or your Benefit Commencement Date.

Survivor Benefits

Active Death Benefit (death while an Eligible Employee of a Covered Employer)
If you should die while actively employed as an Eligible Employee of a Covered Employer after completing five Years of Service or attaining age 45 and are survived by a Spouse and/or Child(ren), Survivor Benefits will be calculated by first determining your Base Benefit at the time of your death:

If you die BEFORE your Normal Retirement Date while employed, the Base Benefit will be the greater of Benefit 1 or Benefit 2 below:

**Benefit 1**
Your benefit as if you continued as an Eligible Employee until your Normal Retirement Date, using possible Continuous Service (up to 25 years), multiplied by the following fraction:

\[
\frac{\text{your Continuous Service up to date of death (ignoring 25-year maximum)}}{\text{your Imputed Continuous Service (ignoring 25-year maximum)}}
\]

— using Final Average Earnings as of date of death if you are age 55 or older; or
— using your Earnings as of date of death as your Final Average Earnings if you are under age 55; and
— using the former Contributory Formula if you were hired before 1983.

**Benefit 2**
Your Early Retirement benefit (assuming you are eligible for Early Retirement on the date of your death) reduced to reflect your age at the date of your death.
If you die AFTER attaining your Normal Retirement Age while employed, the Base Benefit will be Benefit 3 below:

**Benefit 3**

Your Normal Retirement Benefit as if you had Retired on the date of your death (using the former Contributory Formula if you were hired before 1983).

**Spouse’s Benefit:** In either case, your surviving Spouse will receive 50% of the Base Benefit determined above.

**Child(ren)’s Benefit:** Each of your eligible Children will receive 20% of the Base Benefit determined above. However, in no event will payments to all of your Children exceed 50% of the Base Benefit. If you have three or more Children, the three youngest, in ascending order of age, shall receive 20%, 20%, and 10% of the total amount payable. Children’s benefits end with the payment due on the first day of the month in which the Child attains age 21, or if earlier, on the first day of the month in which the Child dies.

**Member’s Death During “Qualified Military Service”**

Actively employed Members on military leave who die while performing “Qualified Military Service” will automatically be fully Vested (if not already Vested) on their date of death and their eligible survivors will be eligible for this Active Death Benefit based on the Member’s Continuous Service up to his/her last day of active employment before the leave began. “Qualified Military Service” is any service in the uniformed services on a voluntary or involuntary basis (including active duty, active duty for training, inactive duty training, and full-time National Guard) by an individual entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Retirement-Eligible Death Benefit**

If you do not qualify for the Active Death Benefit described above but are Retirement-Eligible and die before your Benefit Commencement Date, Surviving Spouse’s benefits are payable in accordance with your Normal Form of payment to an eligible Spouse. Please refer to “Normal Form of Benefit Payments” for additional information.

If you Retire and pass away after your Benefit Commencement Date, survivor benefits are payable only if you elected a Normal or Optional Form of payment that provides for a continuing payment to a Spouse or other beneficiary.

However, your eligible surviving Children, if any, will be eligible for Survivor Benefits, regardless of your Normal Form. Each of your Children will receive payments equal to 20% of your Base Benefit, which in this case would be the benefit that was calculated at the time of your death payable under the Single Life Annuity, regardless of whether you were collecting a Single Life Annuity at the time of your death. In no event will payments to all of your Children exceed 50% of the Base Benefit. If you have three or more Children, the three youngest, in ascending order of age, shall receive 20%, 20%, and 10% of the total amount payable. Children’s benefits end with the payment due on the first day of the month in which the Child attains age 21, or if earlier, on the first day of the month in which the Child dies. For Retirees whose Benefit Commencement Date occurred before June 26, 2015, “Child” includes a child of an Eligible Domestic Partner who meets all criteria described in the Roche Pharma US Domestic Partner Guide provided the domestic partner relationship began at least two years prior to the earlier of your Retirement of your death.
Death of Terminated Vested Member (not Retirement-eligible)
If you are entitled to receive a Vested benefit and die after you terminate employment but prior to your Benefit Commencement Date, your Spouse will be entitled to receive monthly payments for the remainder of his or her life. Such payments begin on the first day of the month following your death but not before the earliest date on which you could have elected to begin receiving benefits. Your Spouse may, however, postpone distributions until the date that would have been your Normal Retirement Date. The benefit will equal the amount your Spouse would have received under the Plan's Qualified 50% Joint and Survivor Annuity form of benefit.

Small Payments

Mandatory Cash-Outs
If the present value of the benefit payable under the Plan to you (or to your Spouse or Children if applicable) is $1,000 or less, your benefit (or your Spouse’s benefit and any Children’s benefits, if applicable) will be paid in a lump sum.

Elective Cash-Outs
You (or your eligible Spouse) may elect to receive a lump sum cash payment if:

- The present value of the aggregate monthly payments payable to you (or to your Spouse/Children, if applicable) is greater than $1,000 but less than or equal to $5,000; or
- You were hired or rehired after 1994 and the present value of the aggregate monthly payments payable to you (or to your Spouse/Children, if applicable) is greater than $5,000 but less than $10,000; or
- You were hired before 1995 and the monthly payment payable to you (or to your Spouse/Children, if applicable) under your Normal Form at your earliest Retirement Age would be less than $200.

If a lump sum distribution is elected by a Surviving Spouse, the Plan will also pay any eligible Children’s benefits in a lump sum.

You will be responsible for paying taxes on the full amount of your lump sum distribution except to the extent that you roll it over directly to a rollover IRA or another employer’s qualified retirement plan that accepts rollovers. Various other special tax treatments may also be available for your distribution. If you become eligible to receive a lump sum distribution from this Plan, you will be provided with a more detailed explanation of applicable tax regulations. Tax laws are complex and subject to change. We strongly recommend you consult a professional tax counselor or financial advisor before electing a lump sum distribution from this Plan.

Employee Contributions
Only Members who were Members of the Pre-1975 Plan who elected to continue making contributions to the Plan after 1974 (for a maximum of 25 years) were eligible to contribute to the Plan. Upon the death of such a Member, if the total amount of benefits previously paid to the Member does not exceed the Member’s contributions (plus interest), the difference shall be refunded to the Member’s beneficiary.
Powers of Attorney and Guardianship and Conservatorship Orders
The Roche Benefits Center (or their designee) may review certified court orders, guardianship agreements, conservatorship agreements, and powers of attorney and shall determine whether transactions requested by third parties will be permitted. Certified court orders, guardianship agreements, conservatorship agreements, and powers of attorney will be reviewed only at the time they are invoked and must be accompanied by a written request from the agent under the POA stating the transaction the agent wishes to perform.

In the absence of a valid court order, guardianship agreement, conservatorship agreement, or power of attorney, the Plan will allow a family member acting on behalf of a Plan Member to change that Member’s residential address provided the family member submits satisfactory documentation demonstrating that:
- the Member is incapacitated and unable to make such change; and
- the Member lives at the new address.

If a Member’s address change is allowed under an approved court order, guardianship agreement, conservatorship agreement, or power of attorney for another plan in which the Member participates, the Member's address will also be changed in this Plan.

Claim and Appeal Procedures
If you believe you are entitled to but have not received a benefit from the Plan or if you disagree with the determination of the amount of your Plan benefit or any other decision regarding your interest in the Plan, you or your duly authorized representative may present a claim to the Retirement Committee which has been designated by the Plan Administrator to review claims and appeals as described in this section. Claims and appeals must be submitted in writing to the following address:

The Retirement Committee  
c/o Hoffmann-La Roche Inc.  
150 Clove Road  
Suite 8  
Little Falls, NJ  07424

Please note that no legal action for Plan benefits may be brought unless and until you have followed the claim and appeal procedures set forth below and have had your claim denied in whole or in part both initially and on appeal.

Benefit Claims
If your claim for benefits under the Plan is denied in whole or in part, you will receive written notice of such denial within 90 days after the claim is received, unless special circumstances require an extension of up to 90 more days, in which case you will be notified in writing of the extension, the special circumstances requiring the extension and the date by which the Retirement Committee expects to render its decision. The denial notice will include:
- The specific reason(s) for the denial,
- References to the specific Plan provision(s) on which the denial was based,
- A description of any additional material or information that is necessary to perfect the claim and an explanation of why such material or information is necessary, and
- A description of the Plan’s procedures for appealing the denial.

If you disagree with the Retirement Committee’s decision, you or your representative may appeal the decision by giving written notice to the Retirement Committee at the address above. This notice of appeal must be made within 60 days of receiving the Retirement Committee's notice of denial. If you do
not make your request within 60 days, you will be deemed to have waived your right to a review by the Retirement Committee.

You or your representative have the right to review (upon request and at no charge) all documents and other information relevant to your claim and to submit written comments, documents and other information relating to your claim. The Retirement Committee will notify you in writing of its decision within 60 days after it receives your appeal, unless special circumstances require an extension of up to 60 more days, in which case you will be notified in writing of the extension, the special circumstances requiring the extension and the date by which the Retirement Committee expects to render its decision. If your appeal is denied, the Retirement Committee will give you written notice that includes:

- The specific reason(s) for the denial,
- References to the specific Plan provision(s) on which the denial was based,
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to your claim, and
- A statement regarding your right to bring an action under Section 502(a) of ERISA.

The decision of the Retirement Committee shall be conclusive and binding on all parties. No lawsuit or other judicial proceedings may be brought by a claimant to appeal the Retirement Committee’s final denial of a claim, challenge the amount of any benefit under the Plan or bring any other action under ERISA, other than a breach of fiduciary duty claim, after the earliest of the following dates:

- 180 days after the date of the Retirement Committee’s final decision on any claim for benefits;
- three years after the date on which an election of benefits form is submitted for payment of the benefit at issue in the lawsuit or other judicial proceeding; or
- the statutory deadline for filing a claim or lawsuit for the benefit at issue in the lawsuit or judicial proceeding as determined by applying the most analogous statute of limitations for the state of New Jersey.

How You Could Lose Benefits

You should be aware that there are certain circumstances that could result in a loss of benefits including but not limited to the following:

- If Roche no longer provides a retirement plan to any of its Employees, Plan membership will end (see “Future of The Plan” below for further information).
- If Roche changes the benefits provisions of the Plan (see “Future of The Plan” below for further information).
- If your employment with all Roche Affiliates terminates before you are Vested, you will have no right to any benefits.
- If your employment terminates and you are later rehired but you no longer meet this Plan’s definition of Eligible Employee, you will not accrue any further benefits under this Plan.
- If you are a transferred or rehired Employee, your benefit from this Plan is subject to the requirements described under “Eligibility Requirements” and “Service.”
- If you were originally hired before April 1, 1985 but were terminated and subsequently rehired by any Roche Affiliate on/after April 1, 1985, and your employment terminates again (whether voluntarily or involuntarily) before you have attained age 55, you will not be eligible for Early Retirement and will not be eligible for any benefits associated with Retirement (e.g., retiree healthcare, death benefits, etc.).
- If the Roche Benefits Center cannot find you because you do not have a current address on file, your benefit payments may be delayed.
Qualified Domestic Relations Orders
The Retirement Equity Act of 1984 (REA) requires that qualified retirement plans recognize Qualified Domestic Relations Orders (QDROs) as defined under IRC Section 414(p). In general, a QDRO is a court order, judgment or decree that:

- is made pursuant to a state domestic relations law (including community property laws);
- relates to the provision of child support, alimony payments or marital property rights; and
- creates or recognizes an alternate payee’s right to receive all or a portion of a Member’s benefits under the Plan.

If you are a party in a divorce settlement that affects your interest in this Plan, you or your attorney should contact the Roche Benefits Center (see contact information on page 1) in order to make certain that the appropriate documents are filed and that the court order in question is actually a Qualified Domestic Relations Order that complies with the governing legislation. You may obtain a copy of the Plan’s procedures relative to the handling of QDRO’s, free of charge, by submitting a written request to the Roche Benefits Center.

Other Information You Should Know

No Guarantee of Employment
By adopting and maintaining the Plan, your employer has not entered into an employment contract with you or any other Employee. Nothing in the Plan document or SPD gives you the right to be employed by your employer or to interfere with your employer’s right to discharge you at any time. Similarly, the Plan does not give your employer the right to require any employee to remain employed, or to interfere with your right to terminate employment at any time.

Discretionary Authority
Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the claimant is entitled to them. The decision of the Plan Administrator regarding any claim for Plan benefits shall be conclusive and binding on all parties.

Future of the Plan
The Consolidated Roche Retirement Plan described in this SPD is offered by the Plan Sponsor voluntarily and may be amended or terminated at any time by action of the Board of Directors of Hoffmann-La Roche Inc. Amendments may, among other things, affect benefit coverage, procedures, participation, etc., with respect to current or future Employees, Retirees or other terminated Employees or their dependents or survivors, regardless of whether they are participating in the Plan at the time of amendment. However, no amendment will be made that would:

- Permit any part of the income of the trust fund to be used for purposes other than for the benefit of the Members of the Plan and to pay expenses of the Plan;
- Take away benefits that have already accrued; or
- Increase the duties or liabilities of the trustee without the trustee’s consent.

In the event of termination of the Plan, the assets in the Fund shall be allocated to Members according to priority classifications established by law, and after all liabilities have been satisfied, Roche may be entitled to any balance that remains in the fund. If the Plan is terminated, Members will be fully Vested in their benefits accrued up to the date of Plan termination as allowed by law—to the extent then funded.
Federal Pension Insurance
This Plan is a defined benefit plan and your benefits are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

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

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that may have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not Vested because you have not worked long enough for a Roche Affiliate; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

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

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, NW, Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Top Heavy Provisions
The IRC requires retirement plans to contain certain provisions which apply only if a plan becomes “top heavy.” The Plan would become top heavy if the present value of benefits payable to “Key Employees” (as defined by the IRS) exceeds 60% of the present value of benefits payable to all Members of the Plan.

While we do not expect this Plan to become top heavy, if it does, Members will become Vested under the following schedule:

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>Percentage Vested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 2</td>
<td>0%</td>
</tr>
<tr>
<td>2</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>40%</td>
</tr>
<tr>
<td>4</td>
<td>60%</td>
</tr>
<tr>
<td>5</td>
<td>100%</td>
</tr>
</tbody>
</table>

In addition, for each year this Plan is top heavy, benefits will accrue at a rate equal to at least 20% of your highest average compensation for the five consecutive years for which you had the highest compensation (excluding years the Plan was not top heavy and years prior to 1984).

The Plan is for the Exclusive Benefit of Members and Their Beneficiaries
For your protection, Plan benefits can be paid only to you, your Spouse, your Children, or whomever you may have designated at Retirement as your beneficiary or contingent annuitant under the provisions of the Plan. Unless contrary to law, your Plan benefits cannot be assigned, transferred, pledged as security, or otherwise encumbered, nor can any Plan benefits be subject to the claims of any creditor.
<table>
<thead>
<tr>
<th>Other Important Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plan Name</strong></td>
</tr>
<tr>
<td><strong>Plan Number</strong></td>
</tr>
</tbody>
</table>
| **Plan Sponsor** | Hoffmann-La Roche Inc.  
                  150 Clove Road  
                  Suite 8  
                  Little Falls, NJ 07424 |
| **Sponsor's Identification Number** | 22-0994270 |
| **Plan Administrator** | Roche U.S. Governance Committee (the “Committee”)  
                          c/o Hoffmann-La Roche Inc.  
                          150 Clove Road  
                          Suite 8  
                          Little Falls, NJ 07424 |
| **Agent for Service of Legal Process** | General Counsel  
                                      Hoffmann-La Roche Inc.  
                                      150 Clove Road  
                                      Suite 8  
                                      Little Falls, NJ 07424 |
| **Plan Costs/Funding** | The Covered Employers pay the entire cost of providing benefits under the Plan, except to the extent that (i) certain Members of the Pre-1975 Plan have made contributions, and (ii) certain Members have rights under Group Annuity Contract 142 issued by Metropolitan Life Insurance Company, effective as of May 1, 1953. No Member contributions are required.  
The Covered Employers contribute amounts to the Plan's Trust Fund in amounts adequate, as determined by a qualified actuary, to provide benefit payments to Members and their Beneficiaries. |
| **Plan Trust** | Roche U.S. Retirement Plans Master Trust |
| **Trustee** | State Street Bank and Trust Company  
              1 Lincoln Street  
              Boston, MA 02111 |
| **Plan Year** | January 1—December 31 |
| **Type of Plan** | Defined Benefit Plan |
Summary

The foregoing Summary Plan Description (SPD) for the Consolidated Roche Retirement Plan (for Members eligible for the Prior Roche Retirement Plan provisions) describes this Plan as currently in effect for those Members and supersedes any other SPDs previously distributed. The SPD highlights Plan information and is intended to give you an overall understanding of the Plan without using the technical language that is required in the formal Plan documents. This SPD is not meant to interpret, extend, or change the Plan in any way. Every attempt has been made to ensure the accuracy of the information in this SPD. However, if there is any discrepancy between the contents of this SPD and the official Plan document, the official Plan document will always govern. If you have any questions regarding this SPD or the Plan, you should contact the Roche Benefits Center (see contact information on page 1). Only the Roche Benefits Center and the Plan Administrator are authorized to provide information about the Plan.
Your Rights Under The Employee Retirement Income Security Act of 1974, As Amended (ERISA)

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

**Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office, the headquarters offices of Covered Employers, and at other specified locations, such as worksites, 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 the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

**Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan Participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

**Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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 or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the US Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.
Assistance with Your Questions
If you have any questions about your Plan, you should contact the Roche Benefits Center (see contact information on page 1). 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, US Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, US Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Keep the Plan Informed of Address Changes
In order to protect your family’s rights, you should keep the Roche Benefits Center informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Roche Benefits Center.