



“TRU” Partnership Employees’ Savings and Profit Sharing Plan Summary Plan Description

This document is a Summary Plan Description (SPD), as defined by the Employee Retirement Income Security Act of 1974 (ERISA), of the “TRU” Partnership Employees’ Savings and Profit Sharing Plan (“TRU” Plan). This SPD is a summary of the main features of the “TRU” Plan in effect as of August 1, 2017, and reflects any plan modifications through this date. Details of the “TRU” Plan, as well as provisions of the “TRU” Plan in effect prior to August 1, 2017, are contained in the “TRU” Plan document and Trust Agreement that legally govern the “TRU” Plan. If there is any discrepancy between the information contained in this document and the “TRU” Plan documents, the “TRU” Plan documents will always govern. This Plan document is available for review during regular business hours at the office of the Plan Administrator, located at One Geoffrey Way, Wayne, NJ 07470-2035. If there are legal rules that require changes that are not yet written into the “TRU” Plan document, the “TRU” Plan document will be interpreted by the Plan Administrator as including those legal rules.

Please note that nothing in this document is meant to imply a contract or guarantee of employment. Participation in the “TRU” Plan does not preclude Toys“R”Us, Inc. (the “Company”) from terminating your employment at any time, whether or not for cause, with or without notice.

The “TRU” Plan is intended to be a “qualified plan” under the relevant provisions of the Internal Revenue Code (Code). The “TRU” Plan may be amended from time to time to comply with current and future legal requirements or to make design changes to the Plan. Although the Plan was established with the expectation that it would continue indefinitely, the Plan sponsor has the right to amend, suspend, or terminate the Plan at any time. No person, including your supervisor, has the authority to make any verbal statements regarding the “TRU” Plan that are legally binding on the company or that alter the terms of the Plan.

Please read this document carefully and share the information with your family. If you have any questions about the “TRU” Plan, please contact the “R” Retirement Benefits Line toll-free at **1-866-690-401k (4015)**.

This Summary Plan Description supersedes and replaces any previous SPDs you have received describing the “TRU” Plan. If the Plan is amended so that the terms of this SPD are no longer accurate, you will be notified of the changes that affect you.

Safe Harbor Notice

The “TRU” Plan intends to qualify for the Internal Revenue Service (IRS) “safe harbor” rules. This means that the Company will not have to perform annual tests with respect to contributions. Because the “TRU” Plan is a safe harbor plan, the Company is required by the IRS to provide specific information to you about the “TRU” Plan on an annual basis, and at or immediately before the time you become eligible to participate in the “TRU” Plan.

Table of Contents

“TRU” Plan at a Glance	4
Eligibility and Enrollment	5
Note: To be eligible to receive a Profit Sharing contribution, you must be actively at work with the Company on the last day of the Plan year for which the Profit Sharing contribution is made.	5
Enrolling in the “TRU” Plan	5
Your 401(k) Savings Account Contributions	5
Pre-tax Contributions	6
The Advantages of “TRU” Plan Participation	6
Catch-up Contributions	7
Changing Your Contribution Percentage.....	7
Annual Increase Program	7
Rollover Contributions	8
Company Contributions401(k) Savings Company Safe Harbor Matching Contributions	8
Profit Sharing Contributions.....	10
Designating a Beneficiary	10
“TRU” Plan Investments.....	10
Changing Your Investments	13
Auto Portfolio Rebalance Service.....	13
Account Valuation.....	13
Default Investment of Your TRU Plan Account	13
Vesting	14
401(k) Savings Account.....	14
Profit Sharing Account.....	14
If You Are Rehired	14
Accessing Your “TRU” Plan Savings While Employed	15
Loans	15
Hardship Withdrawals.....	17
Payment of Benefits	18
Death Benefits	18
Disability Benefits	19
Taxation of Your Accounts	19
General Rule.....	19
Mandatory Withholding.....	19
Voluntary Withholding.....	19
Special Tax Treatment if You Were Born Before January 1, 1936	20
Taxes on Hardship Withdrawals.....	20
Summary of Tax Consequences	20
Account Information	21
Password	22
Account Statements	22
Consolidated Accounts	22
Other Important Information	22
Coverage While on an Approved Long-Term Disability.....	22
Provided the Profit Sharing Committee approves your disability, you will become 100% vested in all “TRU” Plan accounts and can receive payment of your accounts as provided under the “TRU” Plan.	22
Paying For Coverage If You Are on a Paid Leave of Absence	22
Paying For Coverage If You Are on an Unpaid Leave of Absence	22

If Your Pay is Reduced	23
IRS Imposed Limits	23
Limits on Contributions	23
Top-Heavy Rules	23
Nonassignment of Benefits	23
Claim Procedures	24
The Initial Claim	24
The Appeal Process	24
Plan Administration	26
Your ERISA Rights	26
Receive Information about Your “TRU” Plan and Benefits	26
Prudent Actions by “TRU” Plan Fiduciaries	27
Enforce Your Rights	27
Assistance with Your Questions	27
Glossary of Key Terms	28

“TRU” Plan at a Glance

Here are the highlights of the “TRU” Plan. Benefits may be subject to certain limits and restrictions. Be sure to review the rest of this Summary Plan Description (SPD) for a more complete description of “TRU” Plan benefits.

“TRU” Plan Features	
Safe harbor status	The “TRU” Plan qualifies for the IRS “safe harbor” rules
Team Member contributions	<ul style="list-style-type: none"> • Pre-tax contributions – from 1% to 50% of your eligible compensation on a pre-tax basis (subject to IRS limits) • Additional catch-up contributions, if eligible • Rollover contributions
Company contributions	<ul style="list-style-type: none"> • 401(k) Savings Company Safe Harbor matching contributions – \$1 for every \$1 you contribute, on up to the first 4% you save (subject to IRS limits) • Profit sharing contributions – May be made at the discretion of the Company’s Board of Directors
Investment opportunities	You can choose to invest your contributions and Company contributions in a wide variety of investment options for possible future growth
Vesting	<ul style="list-style-type: none"> • You are always 100% vested in the value of your pre-tax, catch-up and rollover contributions, as well as the Company Safe Harbor matching contribution • Profit sharing contributions generally become vested after 3 years of participation in the “TRU” Plan
Receive money while actively employed through: <ul style="list-style-type: none"> • Loans 	You can borrow a portion of your vested “TRU” Plan account balance without paying taxes; you pay yourself back, with interest, via payroll deductions
<ul style="list-style-type: none"> • Hardship Withdrawals 	Withdrawals are permitted for certain financial hardship circumstances, subject to IRS restrictions, and are subject to tax, but Company Safe Harbor matching contributions are not eligible for hardship withdrawals
Valuable tax advantages	You pay no federal (and in most states, no state or local) income taxes on contributions and investment earnings until you receive a “TRU” Plan distribution
Online account access	Request a variety of transactions, get up-to-date account information and access valuable tools and resources at www.401k.com

Eligibility and Enrollment

You are eligible to enroll in the “TRU” Plan if you are an active Team Member age 21 or older and you complete 6 months of consecutive service with the Company.

You are eligible to participate on the first of the month that coincides with or follows the date you meet the above requirement (or as soon as administratively possible after that date).

Team Members subject to a collective bargaining agreement, independent contractors, leased employees, and non-U.S. citizens who receive a benefit under a similar plan established in a foreign country are not eligible to participate in the “TRU” Plan.

Profit Sharing Contribution Eligibility

You are eligible to receive a profit sharing contribution, if any is made by the Company, if you are a Team Member age 21 or older and you have completed one year of employment.

Note: To be eligible to receive a Profit Sharing contribution, you must be actively at work with the Company on the last day of the Plan year for which the Profit Sharing contribution is made.

Enrolling in the “TRU” Plan

Enrollment materials will be mailed to you 30 days prior to your eligibility date, and you can submit the enrollment materials as soon as 15 days prior to your eligibility date (even though you will not become a participant in the “TRU” Plan until your eligibility date). If you do not receive the enrollment materials, you should call the “R” Retirement Benefits Line at 1-866-690-401k (4015).

To enroll:

- Log on to www.401k.com
or
- Call the “R” Retirement Benefits Line at **1-866-690-401k (4015)**
(your PIN is required).

Your enrollment becomes effective as soon as administratively practicable, provided you meet the eligibility requirements.

Once you are enrolled, be sure to designate a “TRU” Plan beneficiary, as described in more detail in this SPD.

The first time you log on or call the “R” Retirement Benefits Line, you will be asked to enter your SSN and to set up a password; if you already have an existing Fidelity account, you do not need to create a new username and password. You will be required to provide your password each time you access information about your “TRU” Plan benefit – your password will be the same for phone and Internet access. It is strongly advised not to use your SSN as your username. Choose a unique username and a strong password.

Your 401(k) Savings Account Contributions

Your 401(k) Savings Account is your account in the “TRU” Plan that consists of your pre-tax contributions, catch-up contributions (if applicable), rollover contributions, Company matching contributions (made prior to March 1, 2006), and Company Safe Harbor matching contributions (made on or after March 1, 2006) as discussed in more detail below.

Pre-tax Contributions

You can contribute from 1% to 50%¹ of your eligible compensation (in 1% increments) to the 401(k) Savings Account, up to the annual IRS dollar limit described below. Your contributions are made on a *pre-tax* basis. This means they are deducted from your pay before federal income taxes – and in most states, before state and local income taxes – are withheld, but after deductions are made for Social Security. Your contributions and any earnings are not taxed as long as they remain in the “TRU” Plan.

The annual IRS dollar limit for 2017 was \$18,000, meaning that Federal law limits the amount you may contribute to the 401(k) Savings Account in 2017 to \$18,000. In addition, the maximum amount of your compensation that can be considered to determine your contribution percentage for 2017 was \$270,000. These limits will be adjusted in future years by the Secretary of the Treasury to account for inflation.

The Advantages of “TRU” Plan Participation

You gain in several ways when you save through the “TRU” Plan. You have the advantage of:

- pre-tax contributions – which reduce your taxable income
- tax deferred investment growth – which adds substantially to your savings power
plus
- a significant boost to your savings through the Company Safe Harbor matching contribution.

This example shows the tax advantage of making pre-tax contributions to the 401(k) Savings account versus depositing the same amount into a regular savings account on an after-tax basis.

	If you contribute 4% of your eligible compensation to:	
	The 401(k) Savings Account (pre-tax)	A Personal Savings Account (after-tax)
Annual Eligible Compensation	\$35,000	\$35,000
Your Savings (4%)	\$1,400	\$1,400
Company Safe Harbor Matching Contribution	\$1,400	\$0
Taxable Compensation	\$33,600	\$35,000
Estimated Taxes*	\$8,400	\$8,750
Take Home Compensation	\$25,200	\$24,850
Total Savings	\$2,800	\$1,400
YOUR TAX SAVINGS	\$350	N/A

*Assumes a federal income tax rate of 25%.

Although pre-tax contributions reduce your taxes, they have no effect on your other pay-related benefits, such as life and disability insurance.

¹ Team Members who work and reside in Puerto Rico can contribute on a pre-tax basis, up to the maximum allowed under Puerto Rico law.

Catch-up Contributions

In the calendar year you reach age 50 and each year thereafter, you can elect to make additional catch-up contributions² to the 401(k) Savings Account *if*:

- you would otherwise be prevented from making additional pre-tax contributions because of the IRS limit on pre-tax contributions (described above)
or
- your pre-tax contribution rate is the maximum allowed by the “TRU” Plan (50% of eligible compensation³).

You may elect to contribute up to 20% of your eligible compensation in addition to your pre-tax contributions as catch-up contributions – up to the IRS annual maximum dollar limit. In 2017, the IRS annual maximum dollar limit for catch-up contributions was \$6,000, and the dollar limit is indexed for inflation and will be adjusted periodically.

Changing Your Contribution Percentage

You can make the following changes to your **401(k) Savings Account** contribution elections at any time.

- Change your contribution percentage – including stopping or restarting your contributions – by logging on to www.401k.com or by calling the “R” Retirement Benefits Line. The change will be effective as soon as administratively practicable.
- Redirect the investment of your future 401(k) Savings account contributions, or exchange all or some of your “TRU” Plan balance – in a dollar amount, share amount or percentage – into any of the other available investment options. The minimum amount you may exchange is the lesser of \$250 or your entire balance in an existing fund. To initiate an investment change, log on to www.401k.com or call the “R” Retirement Benefits Line. If your transaction is confirmed on any business day (other than a New York Stock Exchange holiday) before 4 p.m. ET, your transaction will generally be processed that day. Changes made after 4 p.m. ET, on a weekend or a New York Stock Exchange holiday will typically be processed on the next business day.

Annual Increase Program

You can choose to participate in the Annual Increase Program, which will automatically increase your pre-tax contributions to your 401(k) Savings Account each year (on a date you select) in any increment you select that is a whole percentage of your eligible compensation. This program can help you attain your retirement goals. You can elect or cancel your participation in the program at any time, online at www.401k.com, or by calling the “R” Retirement Benefits Line.

² Team Members who work and reside in Puerto Rico can make additional catch-up contributions up to the maximum allowed under Puerto Rico law.

³ Team Members who work and reside in Puerto Rico can contribute on a pre-tax basis, up to the maximum allowed under Puerto Rico law.

Rollover Contributions

Subject to the approval of the Profit Sharing Committee, if you are otherwise eligible to contribute to the “TRU” Plan, you can roll over funds from another qualified plan or Individual Retirement Account (IRA) into the “TRU” Plan and continue tax deferral on the money that you roll over. Generally, qualified plans include another employer’s savings plan. The “TRU” Plan does not accept rollover contributions that are Roth contributions under another employer’s 401(k) or 403(b) plan but does accept after-tax contributions from another qualified plan as a rollover contribution. Rollover contributions become a part of your 401(k) Savings Account, but rollover contributions are not eligible to be matched by the Company.

You can make a rollover contribution even if you are not making regular pre-tax contributions to the “TRU” Plan. To request a rollover form, or if you need help completing the rollover process, call the “R” Retirement Benefits Line.

Company Contributions 401(k) Savings Company Safe Harbor Matching Contributions

To encourage you to contribute to the “TRU” Plan, the Company will add \$1 for every \$1 you contribute up to the first 4% of your eligible compensation.. For 2017, the maximum annual compensation that Federal law allows to be considered is \$270,000, and this limit may be adjusted annually by the Secretary of the Treasury based on changes in the cost of living. The Company Safe Harbor matching contribution is credited to your 401(k) Savings Account at the same time as your corresponding pre-tax contributions.⁴

True-up Match

At the end of each Plan year, the Company will conduct a Company matching “true-up” process. This feature is designed to provide you with the maximum Company match possible based on your total contributions and eligible compensation for the Plan year. If the Company Safe Harbor matching contribution amount received by you on a payroll-by-payroll basis during the year is less than the maximum amount you would receive based on your total contributions to the “TRU” Plan during the year and your total eligible compensation during the year (or, if less, for the portion of the year you were eligible to participate in the “TRU” Plan), the Company will make additional matching contributions on your behalf. If you are eligible for a “true-up” matching contribution, it will be added to your 401(k) Savings account during the first quarter of the following Plan year, or as soon as administratively practicable (for example, a “true-up” calculated for 2016 pre-tax contributions and eligible compensation would typically be added to your account during the first quarter of 2017).

For example, let’s assume a Team Member had the following:

- Eligible compensation – \$30,000 for the Plan year (\$15,000 for six months)
- Pre-tax 401(k) contributions – 2% of eligible compensation for the first six months; 10% for the next six months

⁴ The formula for determining Company Safe Harbor matching contributions may change periodically; you will be notified if a change is made.

Team Member contributions and the Company Safe Harbor matching contribution for the Plan year would be:

Team Member Pre-tax 401(k) Contributions		Company Match (\$1 for each \$1 on the first 4%)	
2% for the first six months* (2% x \$15,000)	\$ 300	2% for the first six months* (2% x \$15,000)	\$300
10% for the second six months* (10% x \$15,000)	\$1,500	4% for the second six months* (4% x \$15,000)	\$600
Total Team Member contribution	\$1,800	Total Company match	\$900
* Based on \$15,000 of eligible compensation over a six month period.			

To conduct the “true-up match” process at the end of the Plan year, the Company will:

1. Recalculate the Team Member’s actual contribution percent for the Plan year (determined by dividing the amount of pre-tax contributions by the total amount of eligible compensation paid to the Team Member during the year)	$\$1,800 / \$30,000 = \mathbf{6\%}$
2. Recalculate the Company Safe Harbor matching contribution based on the actual contribution percent. In this case, since the Team Member’s actual pre-tax contributions totaled 6% of his or her eligible compensation that was paid to the Team Member throughout the Plan year, the Team Member is eligible to receive the full Company Safe Harbor matching contribution of 4% of his or her eligible compensation.	$\$30,000 \times 4\% = \mathbf{\$1,200}$
3. Add the additional Company Safe Harbor matching contribution to the Company match portion of the Team Member’s 401(k) Savings account	$\$1,200 - \$900 = \mathbf{\$300}$ (\$300 added to Team Member’s account)

Profit Sharing Contributions

At the discretion of the Company's Board of Directors, the Company may make an additional contribution to the "TRU" Plan, over and above the Company match, based on the Company's operating/business results for that year. The Company will determine the amount of this profit sharing contribution, if any, by October 15th following the end of each "TRU" Plan year. If a profit sharing contribution is made, an allocation of the profit sharing contribution will be deposited into the Profit Sharing account on your behalf no later than the due date for the Company's tax return for the year.

You will be eligible for an allocation of the profit sharing contribution if you meet the age and service requirements for making pre-tax contributions described in this SPD and you are employed by the Company on the last day of the year in which the profit sharing contribution relates. You do not have to contribute to the 401(k) Savings account to be eligible to receive an allocation of the profit sharing contribution.

The amount of the profit sharing contribution for a year will be determined by the Company in its sole discretion. In the event the Company makes a profit sharing contribution for a year, the portion of the profit sharing contribution for that year that will be allocated to your Profit Sharing account is based on the percentage your eligible compensation for the year bears to the total eligible compensation of all the eligible participants in the "TRU" Plan for the year. Your "eligible compensation" for purposes of calculating the amount of your profit sharing contribution is determined in the same manner as your "eligible compensation" for purposes of pre-tax contributions and Company Safe Harbor matching contributions.

Designating a Beneficiary

You may designate, or name, a beneficiary at any time – but at a minimum you should designate a beneficiary for your "TRU" Plan account when the first of these events occurs:

- you enroll to make pre-tax contributions to the 401(k) Savings account
 - you make a rollover contribution to the 401(k) Savings account
- or*
- the Company makes a profit sharing contribution on your behalf.

You can name anyone you wish as beneficiary, and can change your beneficiary designation at any time. However, if you are married you must have your spouse's written and notarized consent to name a beneficiary other than your spouse as the only primary beneficiary.

You can designate your beneficiary online at www.401k.com. Under the "About You" section of the "Your Profile" tab, click the "Beneficiaries" link and follow the instructions. You can also contact the "R" Retirement Benefits Line to request a Beneficiary Designation Form. If you designate your beneficiary online, a Spousal Consent Form will be generated and mailed to you if required (if you complete a paper Beneficiary Designation Form, there is a spousal consent section on the form).

"TRU" Plan Investments

You decide how to invest all of the money that is deposited into your "TRU" Plan accounts – your pre-tax contributions, catch-up contributions, Company Safe Harbor matching contributions, profit sharing contributions and rollover contributions, if applicable. You can choose from a variety of investment options, each representing different investment objectives and levels of risk. Therefore, you should carefully consider your options before making your investment decisions.

It is your responsibility to select and monitor your investments to make sure they continue to reflect your financial situation, risk tolerance and time horizon. Most investment professionals suggest that you re-evaluate your investment strategy at least annually or when your situation changes. You may also want to consider consulting a professional investment advisor regarding your specific situation.

Investment Options

To make your investment selection easier, we have designed a two-tier structure to help you choose an investment approach and options that may best meet your needs. You decide, based on your investment goals and risk tolerance, which style of investing – or what combination of the two styles – makes the most sense for you.

- **Tier One – Fidelity Institutional Asset Management (FIAM) Index Target Date Funds®** – These funds offer a single-fund approach to investing in the “TRU” Plan. They are designed to provide an age-appropriate investment mix, based on your current age and a retirement age of 65. Professional fund managers adjust the fund’s mix of stocks, bonds and short-term investments to become more conservative as you near retirement age. To select the appropriate FIAM Index Target Date Fund for you, choose the fund name with the year that most closely matches the year you plan to retire.
- **Tier Two – Core Investment Options** – Build and monitor your own investment portfolio. The “TRU” Plan offers a variety of investment options from which you can choose to create your own investment portfolio. When determining your investment strategy, consider how much time you have to save and your comfort level with risk. You can mix and match any of the available funds to suit your personal investment style.

You can invest in any combination of investment options in 1% increments. You can make a separate investment election for each of these three categories of contributions:

- 401(k) pre-tax, catch-up and Company Safe Harbor matching contributions
- Rollover contributions
- Profit sharing contributions.

Or, you can choose to apply the same investment election to all three categories (if applicable).

A description of each of the investment options is available online at www.401k.com or by calling the “R” Retirement Benefits Line.

Note: You may be charged investment management fees, which vary based upon the investment funds you select. These fees are typically allocated as a percentage of the assets invested in the particular fund, and are deducted from the investment return before it is allocated to your “TRU” Plan account. The funds may also charge participants a short-term trading fee for investing in certain investment options or otherwise restrict trading activity which the fund managers deem as harmful to other investors in the fund. You can find more information on these fees (and any trading restrictions) in the prospectus for each investment fund, which you can get online at www.401k.com or by calling the “R” Retirement Benefits Line.

The “TRU” Plan is intended to be a plan described in section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and the regulations thereunder. This simply means that you are responsible for your own investment decision, and this gives you the opportunity to control your “TRU” Plan investments. The “TRU” Plan’s fiduciaries, including the Company, may be relieved of liability for any losses that are the direct and necessary result of your investment instructions or lack of complete instructions. You are legally responsible for your investment choices and the consequences of your decisions, so it is very important for you to take time to review the information provided to you and any

other information you think is necessary to make informed investment decisions under the Plan because the Plan fiduciaries are not responsible for your investment decisions.

Neither the Company, the Trustee, the Plan Administrator, nor any other "TRU" Plan fiduciary guarantees any of the investment funds in any manner against loss in value. You are solely responsible for the selection of investment funds for your "TRU" Plan account.

The Company, as the "TRU" Plan sponsor, will make the following documents available to you, without charge, by calling the "R" Retirement Benefits Line:

- A description of the annual operating expenses of each investment option that would reduce the rate of your return under a particular investment option,
- Copies of prospectuses, financial statements, and any other materials relating to the investment options under the "TRU" Plan, to the extent such information is provided to the "TRU" Plan,
- Details of the assets comprising the portfolio of each investment option to the extent such assets would constitute "plan assets" under ERISA, and
- Information concerning the value of shares or units in the investment options.

If you have additional questions or concerns regarding the investment options under the "TRU" Plan and the options best suited to your needs, you should consult a professional investment adviser or financial planner.

Changing Your Investments

You can redirect the investment of your future 401(k) Savings and Profit Sharing account contributions and/or exchange investment options of your current “TRU” Plan account balances at any time. The minimum amount you may exchange is the lesser of \$250 or your entire balance in an existing fund. You can request exchanges in share amounts, percentages or dollar values. You may also elect to automatically rebalance your current account balance – either as a one-time election, or annually via the Auto Portfolio Rebalance Service (see below).

To make an investment change, log on to www.401k.com or call the “R” Retirement Benefits Line. If your transaction is confirmed on any business day (other than a New York Stock Exchange holiday) before 4 p.m. ET, your transaction will generally be processed that day. Changes made after 4 p.m. ET, on a weekend or a New York Stock Exchange holiday will typically be processed on the next business day. Administrative fees may apply to some transactions – refer to the investment option prospectus for more information.

Note: While investment change requests are typically processed as outlined above, the “TRU” Plan does not guarantee processing timeframes, and administrative delays are possible. Your contributions to the Plan will be deposited and invested according to your elections as soon as administratively practicable, however there may be a brief administrative delay before your “TRU” Plan account balance and future contributions are invested. As the “TRU” Plan is designed to be a long-term investment, we recommend against attempting to time the market or make frequent transfers. If you make investment changes or transfers because you believe there will be short term changes in the markets, your strategy may be frustrated by any administrative delay. You will not be reimbursed for any investment losses or opportunity costs resulting from reasonable administrative delays in implementing your investment elections.

Auto Portfolio Rebalance Service

The Auto Portfolio Rebalance Service can help you keep a consistent investment strategy. You identify an initial investment combination for your existing “TRU” Plan account balances. On an annual basis (from the date of your election), your investments are automatically rebalanced to bring your “TRU” Plan accounts in line with your target investment allocation. The service continues to maintain that same mix for you annually, until you change or cancel your election. To elect the Auto Portfolio Rebalance Service, log on to www.401k.com or call the “R” Retirement Benefits Line.

Account Valuation

Your 401(k) Savings and Profit Sharing account balances are valued each business day, based on the closing market price of your investment fund(s).

Default Investment of Your TRU Plan Account

If you do not select an investment option for your pre-tax contributions, catch-up contributions, Company matching contributions (made prior to March 1, 2006), Company Safe Harbor matching contributions, rollover contributions or profit sharing contributions – or if your investment election does not add up to 100% – your contributions will be invested in the “TRU” Plan default investment option. The default investment option is the FIAM Index Target Date Fund[®] targeted to the appropriate retirement period, based on your current age and a retirement age of 65. If you do not wish to be invested in the FIAM Index Target Date Fund[®], you may change investment elections at any time.

You will receive information about the FIAM Index Target Date Funds® as well as all the investments in the “TRU” Plan when you first become eligible to participate in the “TRU” Plan, and before each “TRU” Plan year. You should read this information carefully. For more information about the FIAM Index Target Date Funds®, log on to www.401k.com or call the “R” Retirement Benefits Line.

The Company, the Plan Administrator, the Trustee, and the other fiduciaries of the “TRU” Plan will not be held liable for any losses incurred by you if your account is invested by default in the age appropriate FIAM Index Target Date Fund®.

Vesting

401(k) Savings Account

You are always 100% vested in the value of your pre-tax contributions, catch-up contributions, rollover contributions, and the Company matching contributions at all times. Different vesting rules may apply for Team Members who left the Company before March 1, 2006.

Profit Sharing Account

For plan years beginning on or after March 1, 2007, any profit sharing contributions the Company may make become 100% vested after you complete three years of credited service, if you become disabled while an active Team Member, in the event of your death while an active Team Member, or when you reach your normal retirement date (which is the later of the payroll date following your 65th birthday or your fifth anniversary of the date you started participating in the “TRU” Plan).

Different vesting schedules applied to profit sharing contributions made prior to March 1, 2007, so refer to the “TRU” Plan document for the vesting schedules that were in effect prior to March 1, 2007.

You will earn a credited year of service for each calendar year in which you complete at least 1,000 hours of service. For this purpose, you will be credited with an hour of service for each hour for which you are paid or entitled to be paid for periods during which no duties are performed due to vacation, holidays, and sickness. No credit will be given for maternity leave or paternity leave unless you furnish the information requested by the Profit Sharing Committee to establish your absence from work was because of a valid maternity leave or paternity leave under the “TRU” Plan.

If you leave before you are vested in your Company profit sharing contributions and you receive a distribution of the entire vested balance in your “TRU” Plan account, you will forfeit any non-vested profit sharing contributions. Forfeitures are used to reduce future Company contributions or to pay “TRU” Plan expenses, as permitted by law.

If You Are Rehired

“TRU” Plan Participation

If you leave the Company and are then rehired, you can participate in the “TRU” Plan:

- upon rehire, if you met the participation requirements before you left
- once you meet the “TRU” Plan participation requirements, if you had not met them before you left.

Vesting Service

All your periods of service with the Company will be considered for purposes for calculating your vested interest in your “TRU” Plan account attributable to Company Profit Sharing contributions.

Accessing Your “TRU” Plan Savings While Employed

The “TRU” Plan is designed to encourage long-term savings. However, situations may arise when you need to access the money in your “TRU” Plan account. The “TRU” Plan allows you to borrow or withdraw funds, subject to certain limitations, as described below. Keep in mind that if you take a loan or hardship withdrawal, the value of your “TRU” Plan accounts may be more or less than the original amount invested.

Loans

You can request a loan from your vested “TRU” Plan accounts for any reason. Two types of loans are available:

- **general purpose loans** – you can use the money for any purpose
and
- **principal residence loans** – you can use the money only for purchase or construction of your principal residence.

How Much You Can Borrow

The minimum you can borrow is \$500. The most you can borrow is the *lesser* of:

- \$50,000, reduced by your highest outstanding loan balance in the last 12 months (even if the loan has been repaid)
or
- 50% of your vested account balance.

Loan Provisions

The following provisions apply when you take a loan from the “TRU” Plan:

- The interest rate on your loan will be based on the prime rate posted by Fidelity on the day the loan is processed. The interest rate will remain in effect for the duration of your loan.
- You choose the length of the repayment period for your loan that is no less than six months and up to:

five years for a general purpose loan

or

fifteen years for a principal residence loan.

- You can have *only one* loan outstanding at a time. You must fully repay any prior loan (including any loan that has been deemed distributed as a result of your default) before you can request another loan.
- There is a 15-day waiting period between paying off one loan and initiating a new loan.
- You **cannot** take a loan if you are terminated, retired, disabled, on an unpaid leave of absence, a participant’s beneficiary, an alternate payee, or you are in an ineligible employment class.

Applying for a Loan

To apply for a:

- **general purpose loan** – go online to www.401k.com or call the “R” Retirement Benefits Line
- **principal residence loan** – go online to www.401k.com or call the “R” Retirement Benefits Line and speak with a Customer Service Associate. The Customer Service Associate will send you an application, which you must complete and return to the address indicated on the form, along with a copy of your sales contract, signed and dated by both you and the seller.

Loans will be processed as soon as administratively practicable. You pay a \$35 loan processing fee, which will be deducted from your “TRU” Plan account balance. There is also a quarterly maintenance fee of \$3.75, which will be deducted from your “TRU” Plan account balance until your loan is repaid in full.

After you apply for a:	This is what happens next:
General purpose loan	<ul style="list-style-type: none"> • If you elected to receive the proceeds of your loan by check, you will receive the check via U.S. Mail within 7 – 10 business days. If you elected to receive the proceeds of your loan via Electronic Funds Transfer, the funds should be in your bank account within 3 business days* • If you process your loan over the telephone with a representative, you agree to the terms of the loan on a recorded line, including acceptance of the loan repayment through payroll deductions • If you process your loan on NetBenefits, you must agree to the terms of the loan online, including acceptance of the loan repayment through payroll deduction.
Principal residence loan	<p>You will receive loan documents at your home address, including a Truth-in-Lending Disclosure Statement You must sign and return these documents, along with your supporting documentation to the address indicated on the form.</p> <ul style="list-style-type: none"> • Once your completed documents have been received and approved, and If you elected to receive the proceeds of your loan by check, you will receive the check via U.S. Mail within 7 – 10 business days. If you elected to receive the proceeds of your loan via Electronic Funds Transfer, the funds should be in your bank account within 3 business days*

*Note: Electronic Funds Transfer must be established on your account prior to requesting a distribution.

Repaying the Loan

You can repay a loan in full at any time. Partial payments are permitted, but any partial payment will not reduce your ongoing loan payment. Otherwise, loan repayments are made through payroll deductions in equal amounts each pay period. Loan repayments, including interest, are repaid to your “TRU” Plan accounts. Amounts paid back to your “TRU” Plan accounts are invested based on your *current investment elections*.

Upon termination of employment for any reason, including death, the outstanding loan balance will become immediately due and payable.

Repaying the Loan while on a Leave of Absence

If you go on a leave of absence, your loan repayments will continue as long as you are receiving a regular paycheck. If your pay stops (or is reduced to a point where loan repayments cannot be taken), your loan repayments can be suspended for up to 12 months. When you return from leave, you are responsible for paying any interest accrued while you were not making loan payments. Contact the “R” Retirement Benefits Line to make these arrangements.

Note: If you go on a military leave of absence, your loan repayments will be suspended for the length of your leave. When you return to work following the leave, you will have to pay the interest accrued during your leave, but at a maximum interest rate of 6%.

If you fail to make loan repayments, or you only pay a portion of your loan payment, your loan may be considered in default as shown below.

If you:	Your loan will be considered in default:
Are an active Team Member and you fail to make regular loan repayments	On the last day of the calendar quarter following the calendar quarter in which you first missed a payment
Leave the Company for any reason (including death) and have an outstanding “TRU” Plan loan balance	If you do not repay the full amount of the loan within 45 days after your termination (including death)
Leave the Company and take a full distribution from the “TRU” Plan with an outstanding loan balance	If you do not repay the outstanding loan balance before you take a full distribution, the loan balance will be considered part of the distribution and subject to taxes

The defaulted amount – the unpaid principal plus interest – is reported as a distribution. In that case, you will receive a Form 1099 for that amount at the end of the calendar year. You will be responsible for any taxes due on the outstanding loan balance – i.e., ordinary income tax plus, if you are under age 59 1/2, an additional 10% early withdrawal penalty tax. Remember, it is YOUR responsibility to ensure your loan repayments are made timely, either via payroll deduction or directly to Fidelity.

If you are not on a Leave of Absence and do not earn enough to make your full loan payment, it is your responsibility to make up the payment directly to Fidelity

Hardship Withdrawals

Generally, you may not make a withdrawal from the “TRU” Plan while you are working for the Company. However, there are certain circumstances – called financial hardships – when hardship withdrawals are permitted.⁵

To qualify for a hardship withdrawal, you must provide proof in writing that you have an immediate financial need that cannot be met from other financial resources. The financial need must be to pay one of the following:

- unreimbursed medical expenses incurred by you, your spouse, your children or any other eligible dependent
- costs for the purchase of your primary residence
- tuition and related educational fees for post-secondary education for you, your spouse, your children, or any other eligible dependent
- expenses to prevent eviction from your primary residence or to prevent foreclosure on the mortgage on your primary residence
- expenses for the repair of damage to your primary residence that would qualify as a deductible casualty expense, such as loss caused by fire, storm, shipwreck or theft
- funeral and/or burial expenses for your parent, spouse, child or any other eligible dependent.

⁵ Team Members who work and reside in Puerto Rico are prohibited from taking hardship withdrawals.

You must take any available loan from the “TRU” Plan before you request a hardship withdrawal. You cannot withdraw more money than necessary to meet your immediate need. The minimum amount you can withdraw is \$500.

After you take a hardship withdrawal, your pre-tax contributions to the 401(k) Savings account will be suspended for six months.

To initiate a hardship withdrawal, go online to www.401k.com or call the “R” Retirement Benefits Line and speak with a Customer Service Associate.

Funds Available for Withdrawal

A portion of your vested “TRU” Plan account balance is available for a hardship withdrawal. Money will be withdrawn in the following order:

- Company matching funds and earnings contributed before March 1, 2006 and at least 24 months before the hardship withdrawal is paid
- Profit sharing contributions and earnings
- Rollover contributions and any earnings on them
- Your pre-tax contributions to the 401(k) Savings account, *excluding* any earnings on them
- Your catch-up contributions to the 401(k) savings account, *excluding* any earnings on them.

Note: Company Safe Harbor matching contributions, and any earnings on them, are *not* eligible for hardship withdrawal.

Payment of Benefits

You are entitled to receive a distribution of the full vested value of your “TRU” Plan account if you leave the Company for any reason.

If your vested account value is less than \$1,000, your account will be automatically distributed within 90 days of your termination date or as soon as administratively practicable.

If your vested account value is equal to or more than \$1,000, you can choose to leave it in the “TRU” Plan, you may roll over your “TRU” Plan account balance to an IRA or another employer’s qualified retirement plan (if permitted), or you may take a distribution. However, once you stop working, the IRS requires you to begin taking distributions by April 1 of the year following the year you reach age 70½ (or, if later, April 1 of the year following the year you terminate employment), which is called your “required beginning date”. Otherwise, you will have to pay severe tax penalties that can deplete your retirement assets. Failure to take a required distribution can result in a tax penalty of 50% of the required distribution amount. The “TRU” Plan requires that your entire “TRU” Plan account balance be paid to you in a single lump sum as soon as administratively practical following your required beginning date. Different rules apply if you die before or after your required beginning date.

To initiate your distribution and to learn more about required distributions, go online to www.401k.com or call the “R” Retirement Benefits Line and speak with a Customer Service Associate.

Death Benefits

If you die while you are actively employed by the Company, your “TRU” Plan accounts will become 100% vested and the full value of your “TRU” Plan account will be paid to your beneficiary. Keep in mind that if you are married at the time of your death, benefits will be paid to your spouse unless the Company has your spouse’s written and notarized consent that you may name another beneficiary. If you are not married and you have not designated a beneficiary, benefits will be paid to your estate.

Disability Benefits

If you become disabled while employed by the Company, you will become 100% vested in your “TRU” Plan accounts, and you may elect, at any time, to receive the full value of your “TRU” Plan account.

If you become disabled as a result of military service exclusively and you are eligible to receive a government pension for such disability, you will not be considered disabled for purposes of the “TRU” Plan.

Taxation of Your Accounts

The following is a brief summary of the current federal income tax laws as they apply to plans like the “TRU” Plan. Tax laws are complex and change often. Before taking a loan, hardship withdrawal or distribution, you should check with your personal tax advisor.

General Rule

When you receive a distribution other than a loan from the “TRU” Plan, the full amount (except any after-tax rollover amount) you receive will be subject to ordinary income tax rates in the year received, unless the distribution is rolled over into an IRA or an eligible employer plan.

In addition, the payout will be subject to an additional 10% penalty tax, unless the payout is:

- rolled over to an Individual Retirement Account (IRA) or another company’s qualified retirement/savings plan within 60 days of the payout
 - made after your termination of employment, provided you were age 55 or older at termination; or if you are at least age 59½ when you receive a distribution
 - used to pay otherwise deductible medical expenses (up to the amount allowable as a deduction under Section 213 of the Internal Revenue Code)
 - due to your disability or death
- or*
- made to an alternate payee in accordance with a Qualified Domestic Relations Order (QRDO).

Mandatory Withholding

In general, when a “TRU” Plan distribution is paid *directly to you*, the Trustee must withhold:

- 20% of the distribution for federal taxes
- and*
- A portion of the distribution for state taxes, if you reside in a state that requires state tax withholding.

The Trustee sends the 20% federal withholding to the IRS – and if applicable, the state withholding amount to your state of residence – as a credit against your taxes. You can avoid the withholding if you roll over the distribution directly into another company’s plan or an IRA. You should be aware that your actual tax liability for the distribution may be more or less than the amounts withheld, and you are responsible for paying your actual tax liability even if it is more than the amounts withheld.

Voluntary Withholding

A distribution paid to a beneficiary other than your spouse in the event of your death is not subject to mandatory withholding. However, the Trustee will withhold federal taxes from the distribution unless your beneficiary elects otherwise.

Special Tax Treatment if You Were Born Before January 1, 1936

You may qualify for special tax treatment if you were born before January 1, 1936 and you receive a lump sum distribution from the “TRU” Plan. See **IRS Form 4972** for additional information.

Taxes on Hardship Withdrawals

If you receive a hardship withdrawal, the full amount is subject to income tax and mandatory withholding. Your withdrawal may also be subject to a 10% early withdrawal penalty if you are under age 59 1/2.

Summary of Tax Consequences

This discussion of the significant U.S. income tax consequences of the “TRU” Plan gives only a brief overview of complex tax laws, and is based upon applicable law as in effect on the date of this SPD. A change in such law could render all or a portion of this tax discussion obsolete. Therefore, you should consult with a qualified tax adviser to obtain current information, as well as advice that is tailored to your particular circumstances prior to making any election and filing returns for any tax year in which any withdrawal or distribution is made. Tax rules are complex and depend on your personal situation. This SPD is not intended to provide you with complete information about your taxes. A copy of the IRS “Special Tax Notice Regarding Plan Payments,” which provides more specific information on the taxation of payments from qualified retirement plans, is available free upon request by calling the “R”Retirement” Benefits Line.

Account Information

Accessing and managing your “TRU” Plan accounts is easier than ever. Whether you prefer to access your account online (www.401k.com), through your wireless device, through the automated Voice Response System (VRS), or through a Customer Service Associate, you can easily get the information you need whenever you want it.

	Online	By Phone		By Wireless
	www.401k.com	866-690-401k (4015)		Wireless NetBenefits
		Voice Response System	Customer Service Associate	
Accessibility	Virtually 24 hours, 7 days a week	Virtually 24 hours, 7 days a week	8:30 a.m. to midnight Eastern Time	Virtually 24 hours, 7 days a week
Account Information				
• Current account balances and history	✔	📞	😊	📶
• Investment information (quotes, historical performance)	✔		😊	📶
• “TRU” Plan literature and fund prospectuses	✔		😊	
Investment and Contribution Changes				
• Change how contributions are invested	✔		😊	📶
• Change payroll contribution amount	✔		😊	📶
• Exchange between investment options	✔		😊	📶
• Make changes to the Annual Increase Program	✔		😊	📶
Loan Information				
• Model a new loan	✔		😊	
• Request a loan	✔		😊	
• Inquire about existing loans	✔		😊	
Withdrawal Information				
• Amount available to withdraw	✔		😊	
• Request a hardship withdrawal	✔		😊	
Administrative Changes				
• Set up or change your PIN	✔	📞		
• Designate beneficiaries	✔			
• Beneficiary information	✔		😊	
Rollover Information				
• Request a rollover form	✔		😊	
• Request a distribution	✔*		😊	
Tools & Resources				
• myPlan®	✔			
• myPlan® Retirement Quick Check	✔			
• Retirement Income Planner	✔			
• Portfolio Review	✔			
• Online presenter and self-paced workshops	✔			
• Calculators	✔			
• Stages® Online SM	✔			
*Not available to participants located in Puerto Rico.				

Password

The first time you log on to www.401k.com or call the “R” Retirement Benefits Line, you will be asked to set up a password. Just follow the system’s step-by-step instructions – your password will be the same for both phone and Internet access.

Account Statements

Following the end of each quarter, you will receive a statement showing the value of your “TRU” Plan account, reflecting contributions and investment gains or losses.

You can view your statements online, at www.401k.com or by calling the “R” Retirement Benefits Line. You may generate your online account statement at any time, and customize the statement to reflect any date range within the past 24 months. A notice of statement availability is sent via email for those who receive online statements. If you would like to elect to receive paper statements, you must make a proactive election.

You should review each account statement to ensure that your account has been credited with the correct amount of your pre-tax contributions, catch-up contributions, Company matching contributions (made prior to March 1, 2006), Company Safe Harbor matching contributions, and Profit Sharing contributions, and to ensure all amounts are invested correctly. If there are any errors in your account statement, you should bring them to the attention of the Plan Administrator immediately so that the cost of correcting those errors is not compounded by delay. You should also examine your paycheck or pay stub each pay period to make sure that the amount withheld for your pre-tax contributions and catch-up contributions is correct. If you do not notify the Plan Administrator in writing of an error within three months of receipt of a paycheck, pay stub or account statement, the amounts withheld for your pre-tax contributions, catch-up contributions, the amounts of your Company matching contribution (made prior to March 1, 2006), Company Safe Harbor matching contributions, and Profit Sharing contribution, and the investment of your funds will be deemed to be correct, and you will no longer have a right to file a claim under the “TRU” Plan relating to that error.

Consolidated Accounts

If, in addition to your “TRU” Plan accounts, you have other personal accounts with Fidelity, you will be able to view all of your account balances and have convenient access to all of your accounts simultaneously at www.401k.com.

Other Important Information

Coverage While on an Approved Long-Term Disability

Provided the Profit Sharing Committee approves your disability, you will become 100% vested in all “TRU” Plan accounts and can receive payment of your accounts as provided under the “TRU” Plan.

Paying For Coverage If You Are on a Paid Leave of Absence

(Family Leave may be protected under FMLA)

Your contributions and any loan repayments will be deducted from your pay as long as you are receiving a regular paycheck.

Paying For Coverage If You Are on an Unpaid Leave of Absence

If your pay stops (or is reduced to a point where contributions and loan payments cannot be taken), contributions and loan deductions will stop. If you have an outstanding loan, your loan repayments will be

suspended for the length of the leave, up to 12 months (or longer while you are on military leave). Interest will continue to accrue on the loan during the period of your loan suspension, and you are responsible for paying such interest when you resume making payments. Contact the “R” Retirement Benefits Line to make these arrangements. Please note it is strongly recommended that you make loan repayments while you are on an unpaid leave via a manual check directly to Fidelity. If you do not, your loan may be in jeopardy of defaulting. Once your loan defaults, the unpaid balance of the loan will be both taxable to you and may subject you to a 10% penalty.

For information on direct bill payments, please contact the following:

- “R” Retirement Benefits Line (**1-866-690-401k**) for additional information about the “TRU” Plan.

If Your Pay is Reduced

- Your 401k contributions and loan repayments will continue as long as your salary is sufficient. If at any time your pay stops and you have an outstanding loan, please contact Fidelity at **1-866-690-4015** to make arrangements.

IRS Imposed Limits

The “TRU” Plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. To maintain its qualified status for the benefit of Team Members and the Company, the “TRU” Plan must abide by applicable federal regulations.

Limits on Contributions

The IRS places an annual dollar limit on the amount any person can contribute on a pre-tax basis to plans such as the “TRU” Plan. If, in any year, you defer more than the IRS permits, your excess contributions will be returned to you. In addition, the IRS places an annual limit on the amount of compensation that can be used for purposes of determining “TRU” Plan contributions. IRS limits are subject to periodic change.

Top-Heavy Rules

The “TRU” Plan is subject to certain IRS rules including a “top-heavy” test. Each “TRU” Plan year, the Plan Administrator tests the “TRU” Plan to make sure that no more than 60% of the benefits are for “key employees.” The Internal Revenue Code defines the terms “top-heavy” and “key employees.” If the “TRU” Plan is top-heavy, the Company will inform you and the Company’s contributions on your behalf may be increased and the “TRU” Plan modified as required by law.

Nonassignment of Benefits

Generally, you may not assign, transfer or pledge to anyone amounts payable to you or your beneficiary from the “TRU” Plan as collateral for a debt or other obligation before such amounts are paid to you. In addition, your creditors may not attach, garnish, or otherwise interfere with your account balance. However, the “TRU” Plan will comply with a valid court ordered payment under a Qualified Domestic Relations Order (QDRO). This is true even if it means distribution from the “TRU” Plan to another person of all or a portion of your anticipated benefit while you are still employed. You can obtain information about the “TRU” Plan QDRO procedures, including how to submit such a court order to the “TRU” Plan, by logging onto the Fidelity QDRO Center at <http://qdro.fidelity.com>.

Claim Procedures

The Initial Claim

If you have any grievance, complaint or claim concerning any aspect of the operation or administration of the “TRU” Plan or trust, you should submit your claim to the Plan Administrator or its designee. Your claim must be in writing and should describe the nature of the claim and reasons why your claim should be granted under the terms of the “TRU” Plan. If documentary evidence is available to support your claim, you should submit that evidence with your claim or, if the evidence is not within your possession, you should indicate in your complaint where that evidence may be located by the Plan Administrator.

Except as provided below, all claims must be submitted in writing to the Plan Administrator or its designee within one year of:

- in the case of any lump sum payment, the date on which the payment was made;
- in the case of an installment payment, the date of the first payment in the series of payments; and
- for all other claims, the date on which the action complained of or grieved of occurred.

In the case of a dispute with the Plan Administrator regarding a determination of your years of vesting service or eligibility service, all claims must be submitted to the Plan Administrator or its designee no later than 12 months from the date you receive your first benefit statement (or other documentation) showing the amount of service used to calculate your vesting service or eligibility service under the “TRU” Plan. In addition, any claim relating to an error in the amount or percentage of your pre-tax contributions, catch-up contributions, Company matching contributions (made prior to March 1, 2006), Company Safe Harbor matching contributions or in the investment of your account must be submitted to the Plan Administrator in writing within three months of your receipt of a paycheck, pay stub or benefit statement (or other documentation) on which the amount or percentage is shown, or the amount or percentage will be deemed to have been correctly withheld, calculated or invested, and you will no longer have a right to file a claim under the “TRU” Plan relating to the error.

Within 90 days of the date your claim is received, a ruling will be issued by the Plan Administrator or its designee with respect to your claim. If special circumstances require extra time for your claim to be processed, the 90 day period may be extended for up to 90 additional days. If an extension of time is required, you will be notified prior to the expiration of the original 90 day period.

If your claim is wholly or partially denied, you will be notified in writing by the Plan Administrator or its designee. The notice will include the following information:

- The specific reason or reasons for the denial;
- A specific reference to the relevant “TRU” Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such information is necessary; and
- An explanation of the “TRU” Plan’s claims review procedures, the time limits under the procedures and a statement regarding your right to bring a civil action under ERISA Section 502(a) if your claim is denied on appeal.

Pursuant to your request, you will be provided reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits under the “TRU” Plan.

The Appeal Process

If your initial claim for benefits is denied, you may appeal the denial within 60 days of the date you received notice of the denial by submitting a written statement to the Plan Administrator requesting a further review of the denial of your claim. Your written statement requesting further review should set

forth the reason(s) supporting your claim, the reason(s) the claim should not have been denied, and any other issues, comments, documents or records that you believe are relevant to your claim. In conducting the review of your claim, the Plan Administrator will take into account all information that has been submitted related to your claim.

Because the Plan Administrator is scheduled to meet on a quarterly basis, your appeal will be reviewed by the Plan Administrator at the quarterly meeting held immediately after its receipt of your appeal. However, if your appeal is received within 30 days of the next quarterly meeting, your appeal will be reviewed by the second quarterly meeting following the receipt of the appeal. If special circumstances require additional time for processing, your appeal may be reviewed no later than the third quarterly meeting following the receipt of your appeal provided that you are notified of the delay and the reason more time is needed. You will be notified of the Plan Administrator's decision with respect to your appeal within five days after the decision is made.

In the event the Plan Administrator no longer schedules quarterly meetings, within 60 days of your request for further review, the Plan Administrator will notify you in writing of its final decision with respect to your claim. If special circumstances require extra time for your appeal to be reviewed, the 60-day period may be extended for up to 60 additional days. If an extension of time is required, you will be notified prior to the expiration of the original 60-day period.

If your claim is denied on appeal by the Plan Administrator, the notification will include the following information:

- the specific reason or reasons for the denial;
- a specific reference to the relevant "TRU" Plan provisions on which the denial is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and
- your right to bring a civil action under ERISA Section 502(a).

The Plan Administrator's decision on review will be final and conclusive. The initial claim and appeal process described in this SPD must be exhausted before you file a legal action for benefits under the "TRU" Plan. Legal action to recover under this "TRU" Plan must be started no later than six months from the date of the Plan Administrator's decision on your appeal (or if no decision on your appeal is furnished within the time period described above, six months from the last date by which the Plan Administrator's decision on appeal should have been furnished to you under the provisions above).

The Plan Administrator has the power to fully and finally determine all issues concerning Plan interpretation and eligibility for benefits under the "TRU" Plan, and its determinations with respect to an associate's rights or benefits are entitled to the maximum deference permitted by law.

The claims and appeal procedures described in this SPD are the exclusive dispute resolution procedures provided under the "TRU" Plan. If you have any questions about these procedures, you should contact the Plan Administrator.

Plan Administration

Plan Sponsor	Toys “R” Us, Inc. One Geoffrey Way Wayne, NJ 07470-2035
Plan Name	“TRU” Partnership Employees’ Savings and Profit Sharing Plan
Plan Administrator	Toys “R” Us, Inc. Profit Sharing Committee of the “TRU” Partnership Employees’ Savings and Profit Sharing Plan One Geoffrey Way Wayne, NJ 07470-2035 (973) 617-3500
Type of Plan	Defined Contribution Plan
Employer Identification Number	22-3260693
Plan Number	001
Plan Year	Calendar year
Trustee	Fidelity Management Trust Company
Agent for Legal Process	Toys “R” Us, Inc. Profit Sharing Committee of the “TRU” Partnership Employees’ Savings and Profit Sharing Plan One Geoffrey Way Wayne, NJ 07470-2035 (973) 617-3500

Your ERISA Rights

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

Receive Information about Your “TRU” Plan and Benefits

- Examine, without charge, at the Plan Administrator’s office, and at other specified locations, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the “TRU” 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 all 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 “TRU” Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.
- Receive a statement showing your account balance, whether it is vested, and a description of fees that may be deducted from your account balance. This statement is provided quarterly, at no charge.

Prudent Actions by “TRU” Plan Fiduciaries

In addition to creating rights for the “TRU” Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the “TRU” Plan. The people who operate your “TRU” Plan, called “fiduciaries” of the “TRU” Plan, have a duty to do so prudently and in the interest of you and other “TRU” Plan participants and beneficiaries.

No one, including your employer or any other person, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a benefit from the “TRU” Plan or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit under the “TRU” Plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the “TRU” Plan review and reconsider your claim according to the procedures described in the “TRU” Plan. See the section titled “Claims Procedures” in this SPD.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the “TRU” 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 that 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 “TRU” Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal Court. If it should happen that “TRU” Plan fiduciaries misuse the “TRU” Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal Court. The court will decide who shall 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 “TRU” 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 obtaining documents from the Plan Administrator, you should contact the nearest Area Office of the U.S. Department of Labor, Employee Benefits Security Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Glossary of Key Terms

To help you understand how the “TRU” Plan works, you should familiarize yourself with the following key terms.

401(k) Savings account – The account that holds your pre-tax, catch-up, and rollover contributions, as well as your Company matching contributions made prior to March 1, 2006 and Company Safe Harbor matching contributions made after March 1, 2006.

Anniversary year – The 12-month period beginning on your date of hire.

Beneficiary – The individual(s) you designate, or name, to receive “TRU” Plan benefits in the event of your death.

Company – Toys“R”Us, Inc.

Company matching contribution - Company matching contributions made on pre-tax Team Member contributions that are contributed before March 1, 2006, or any subsequent plan year the “TRU” Plan does not intend to qualify for IRS “safe harbor” rules.

Company Safe Harbor matching contribution – Company matching contributions made on pre-tax Team Member contributions that are contributed on or after March 1, 2006, and while the “TRU” Plan qualifies for IRS “safe harbor” rules.

Disability – A total and permanent inability to perform the usual duties of your job that is expected to last at least 24 months. For purposes of determining eligibility for “TRU” Plan benefits, disability will be determined by the Profit Sharing Committee.

Eligible dependent – For the purpose of requesting a hardship withdrawal, your dependents will include individuals claimed as dependents on your income tax return, as well as a “qualifying child” or “qualifying relative” who is a U.S. citizen, national, resident, or resident of a country contiguous to the U.S.

- A “qualifying child” must live with you for more than half the year, be under age 19 (or 24 if a full-time student) and depend on you for more than half his or her support, and includes your:
 - child
 - stepchild
 - sibling
 - stepsibling

or

 - descendant of any such relative.
- A “qualifying relative” is an individual who is not a “qualifying child” of you or any other taxpayer and depends on you for more than half of his or her support, and includes your:
 - child
 - stepchild
 - descendant of your child or stepchild
 - sibling
 - stepsibling
 - parent or ancestor of your parent
 - stepparent
 - niece
 - nephew
 - aunt

- uncle
- son- or daughter-in-law
- parent-in-law
- or
- sibling-in-law.

Eligible compensation – All salary and wages paid to you by the Company (including most bonuses, commissions, and overtime pay), before any pre-tax deductions for your Company-sponsored benefit plan elections (including the “TRU” Plan). Eligible earnings does not include allowances and expense reimbursements, retention bonuses, or special mid-year bonuses. .

Hour of service – You earn one hour of service for each hour you are paid by, or are entitled to payment from the Company.

Plan year – The 12-month period beginning on January 1 and ending on December 31.

Profit Sharing account – The account that holds any discretionary profit sharing contributions the Company may make.

Profit Sharing Committee (Plan Administrator) – The committee appointed by the Company’s Board of Directors to administer the “TRU” Plan.

Qualified Domestic Relations Order (QDRO) – An order or judgment from a state court directing the “TRU” Plan to pay all or part of a participant’s “TRU” Plan benefits to a spouse, former spouse or dependent.

“R”Retirement Benefits Line – 1-866-690-401k (4015) – A toll-free phone line you can call 24 hours a day, 7 days a week to obtain “TRU” Plan account information and request transactions. Customer Service Associates are available Monday through Friday (excluding New York Stock Exchange holidays) from 8:30 a.m. to midnight Eastern Time.

“Safe Harbor” rules – IRS rules under which qualifying plans do not have to perform annual tests with respect to contributions.

“TRU” Plan account – The account that holds your pre-tax, catch-up, and rollover contributions, your Company Safe Harbor matching contributions, your Company matching contributions (made prior to March 1, 2006), Company Safe Harbor matching contributions, and your Company profit sharing contributions.

Trustee – Fidelity Management Trust Company.

Vesting – Your ownership of the value of your “TRU” Plan accounts.

Year of service – You earn one year of service:

- for purposes of “TRU” Plan eligibility:
- on the last day of your anniversary year, provided you complete 1,000 hours of service during your anniversary year,
- or
- after completing 1,000 hours of service in any subsequent “TRU” Plan year
- for purposes other than eligibility, if you complete a period of twelve months of employment.