TRACTOR SUPPLY COMPANY
401(K) RETIREMENT SAVINGS PLAN

SUMMARY PLAN DESCRIPTION

Effective January 1, 2016

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SECTION 1 – WELCOME

Quick Reference Box

- Telephone assistance: Fidelity: 1-800-835-5095;
  Tractor Supply Company 1-615-440-4000
- Online assistance: Fidelity's website at www.401k.com;
  Tractor Supply Company's intranet site, The Barn/Mule

This Summary Plan Description ("SPD") is a summary of your benefits, rights and obligations under the Tractor Supply Company 401(k) Retirement Savings Plan (the "Plan"). A trust fund has been established to hold and invest the assets of the Plan known as the Tractor Supply Company 401(k) Retirement Savings Trust (the "Trust"). This SPD is designed to answer your questions about how the Plan and Trust work. A table of contents at the front of this SPD will help you find the answers to particular questions. Cross-references and examples have been included to help you understand Plan provisions. Capitalized terms are defined in this document.

This SPD is intended to comply with the summary plan description requirements of the Employee Retirement Income Security Act of 1974 ("ERISA") and the regulations issued thereunder by the United States Department of Labor. It supersedes any previous printed or electronic SPD for this Plan. It is not a complete description of all the provisions of the Plan or the Trust and it creates no rights. Instead, the provisions of the Plan and Trust documents govern all benefits and control over any statement in this SPD and any other written document or oral statements concerning the Plan. All statements in this SPD are subject to change at any time. This SPD is intended to apply to the Plan and the Trust as they exist on January 1, 2016. If you have any questions that are not addressed fully in the Plan or this summary, please contact your Human Resources representative during regular business hours for further information and personal assistance.

You have the right to make certain decisions under the Plan. For example, you may elect to contribute a portion of your salary to the Plan on a pre- or post-tax basis (*see* Section 4). You also have the right to direct the investment of your account balance in the Plan among several investment options (*see* Section 8). You may name a beneficiary to receive your Plan benefits if you should die (*see* Sections 3 and 11).

Tractor Supply Company intends to continue this Plan, but reserves the right, in its sole discretion, to modify, change, revise, amend or terminate the Plan at any time, for any reason, and without prior notice. This SPD is not to be construed as a contract of or for employment. If there should be an inconsistency between the contents of this SPD and the contents of the Plan, your rights shall be determined under the Plan and not under this SPD.

How To Use This SPD

- Read the entire SPD, and share it with your family. Keep it in a safe place for future reference.
- Many of the sections of this SPD are related to other sections. You may not have all the information you need by reading just one section.
- You may download this SPD and any future amendments at Fidelity's website, www.401k.com, or on Tractor Supply Company's intranet site, The Barn/Mule.

SECTION 2. WHAT DOES THE PLAN MEAN TO ME?

The Plan was established by Tractor Supply Company (the "Company") to help you provide for your retirement. If you are eligible, you will be allowed to contribute to the Plan each year and the Company may match your contribution up to certain limits. Contributions are invested according to your direction through the Trust, as described in Section 8.

The Company has adopted the Plan with the intention of maintaining it indefinitely. Nonetheless, the Company has retained the right to amend or terminate the Plan at any time. However, the benefits you have accrued on the date of such amendment or termination may not be reduced. Any amendment or termination of the Plan must be in a writing that is approved or ratified by an authorized officer or the board of directors of the Company. Generally, the Company is not required to provide you with notice of the amendment or termination of the Plan before it is effective.

SECTION 3. WHEN AM I ELIGIBLE TO JOIN THE PLAN?

Generally, if you are a regular employee of the Company who is at least 18 years of age, you may begin making "Salary Deferral Contributions" (*see* Section 5) as soon as administratively possible after your date of hire. Employees who are nonresident aliens with no U.S.-source income, leased employees and employees covered by a collective bargaining agreement are not eligible to participate in the Plan.

Special rules apply to rehired employees. Generally, if you are an employee who is otherwise eligible to participate in the Plan, and you previously separated from service with the Company with a nonforfeitable interest in your "Matching Account" or "Profit Sharing Account" (*see* Section 6), you will reenter the Plan as a participant on the date you resumed service.

You may elect to make a rollover contribution to the Plan before you are otherwise eligible to become a participant in the Plan. See Section 5 for the rules on making rollover contributions.

SECTION 4. WHAT HAPPENS AFTER I JOIN THE PLAN?

After you have become a participant in the Plan, you can begin making Salary Deferral Contributions, described in Section 5, by completing the enrollment process that is established by the administration committee of the Plan (the "Committee") (*see* Section 19). To make a rollover contribution to the Plan, also described in Section 5, you must follow the procedures established by the Committee.

All contributions and investments under the Plan are credited to a separate bookkeeping "Account" in the Trust maintained by the Trustee in the name of each participant. Your benefit in the Plan will be determined by the amount in this Account. You may access and complete the form found at www.401k.com to name a beneficiary, or change a named beneficiary, to receive any benefits payable after your death. If you are married, your surviving spouse will automatically be your beneficiary unless your spouse has consented in writing to your designation of someone else as your beneficiary. You will be permitted to direct the investment of the amount in your Account by selecting from the investment funds that are available under the Trust, as described in Section 9.

SECTION 5. CAN I CONTRIBUTE TO THE PLAN?

The following describes several ways that you can contribute to the Plan. Section 7 explains the limits on the amount you may contribute each year.

***Salary Deferral Contributions*.** You may contribute from 1% to 100% (in whole percentages) of your annual compensation to the Plan in each pay period. Note that if you are eligible to receive an annual bonus, you may make separate deferral elections for your annual base compensation and your annual bonus compensation. By way of example, that means you could elect to defer 15% of your annual base compensation, but 100% of your annual bonus compensation. A separate election may not be made from any other bonus you are eligible to receive. These “Salary Deferral Contributions,” and earnings on investments through the Trust, are not taxed for federal income tax purposes until the time you actually receive a distribution from the Plan. You may stop your Salary Deferral Contributions at any time and you may change the amount of your future Salary Deferral Contributions at the beginning of each payroll period. The federal government limits the total amount of Salary Deferral Contributions that may be made in each year by any participant, subject to annual adjustments (*see* Section 7). For the 2016 Plan Year, the Salary Deferral limit is $18,000.

Roth Contributions. Participants can also make “Roth Contributions” to the Plan. Roth Contributions are taxed for federal income tax purposes, just like regular compensation. However, your Roth Contribution account, including earnings, is paid tax-free when you receive a distribution from the Plan. Future Roth Contributions can be changed or stopped at the beginning of each payroll period.

Roth Contributions can be made in lieu of or in addition to your Salary Deferral Contributions. If you are eligible to receive an annual bonus, you may also make separate Roth Contribution deferral elections for your annual base compensation and your annual bonus compensation. For example, you could make an election to have 5% of your annual base compensation be Roth Contributions, and 20% of your annual bonus compensation be Roth Contributions. However, the federal government limits the total amount of Roth 401(k) and Pre-Tax Salary Contributions that may be made in each year by any participant, subject to annual adjustments. For the 2016 Plan Year, the Salary Deferral limit for both pre-tax deferrals and Roth 401(k) deferrals combined is $18,000. A separate election may not be made from any other bonus you are eligible to receive.

Catch-Up Contributions**.** Generally, any participant who reaches age 50 or more during a calendar year (a “Plan Year”) may make an additional contribution up to certain dollar amounts specified in the Internal Revenue Code and subject to annual adjustments. This limit is $6,000 in 2016. These contributions, called “Catch-up Contributions,” are permitted without regard to annual IRS limits described in Section 7. These contributions will be taxed the same as Salary Deferral Contributions unless you elect to treat them as Roth Contributions. You may not elect to defer any amounts of your annual bonus compensation as Catch-Up Contributions.

Rollover Contributions**.** With the consent of the Committee, “Rollover Contributions” may be made after you commence employment. There are three types of rollovers:

Plan Rollover. If you have received a distribution from a retirement plan of a previous employer, you may generally roll the amounts over to the Plan within 60 days of the date you received the distribution. If the trustee of your prior plan withheld taxes on your distribution, you may be permitted to add other funds to the net payment you received so that 100% of your distribution is rolled into the Plan.

Direct Rollover. In most cases, amounts that you can receive from another tax-qualified plan may be directly rolled over to the Plan. Direct rollovers are not subject to withholding tax. You should ask the administrator of the other plan for instructions on making a direct rollover to the Plan.

IRA Rollover. Amounts held in an individual retirement account (“IRA”) that are from pre-tax contributions, including amounts that were received in a distribution from a tax-qualified plan of a previous employer, may be rolled into the Plan. Amounts from a Roth IRA may not be rolled into the Plan.

You may contact Fidelity Investments at 1-800-835-5095 for more information about Rollover Contributions.

SECTION 6. HOW MUCH DOES THE COMPANY CONTRIBUTE TO MY ACCOUNT IN THE PLAN?

Contributions made by the Company to the Plan are allocated to your account after you have satisfied applicable eligibility requirements. The Plan permits different types of contributions to be made by the Company.

Matching Contributions. After you complete one year of service, the Company shall make an automatic "matching" contribution to the Plan equal to 100% of the first 3% of your compensation that you contribute to the Plan and up to 50% of the next 3% of your compensation that you contribute to the Plan. You would need to contribute 6% of your compensation to receive the maximum matching contribution of 4.5%.

Other Contributions. Other types of contributions by the Company are permitted under the Plan. The Company may, in its discretion, make a "Profit Sharing Contribution" that is allocated to all participants or a fully vested "Nonelective Contribution" which is allocated only to participants who are not considered highly compensated under IRS rules. These contributions are allocated to participants pro rata on the basis of compensation. To be eligible for a Profit Sharing Contribution, a participant must perform 1,000 hours of service in the year and be employed on the last day of the Plan Year for which the contribution is made, unless the participant's employment was terminated on account of death, disability or retirement.

SECTION 7. HOW ARE MY CONTRIBUTIONS TO MY ACCOUNT LIMITED?

There are several IRS limitations on contributions to the Plan. The total amount of all contributions by the Company and employees and forfeitures (if any) that can be allocated to your Account in a Plan Year may not exceed $53,000 for 2016 (subject to IRS cost of living adjustments). The federal government limits the amount of Salary Deferral Contributions (Pretax and Roth 401(k) contributions combined) that can be made in each year by any participant. For 2016, this limit is $18,000 and is subject to annual adjustment. Contributions to the Plan may be limited under discrimination rules for participants who are considered highly compensated under IRS rules. Overall contributions by the Company cannot exceed IRS deduction limits.

Catch-up Contributions, discussed in Section 5, generally are not subject to these IRS contribution limits.

SECTION 8. WHAT HAPPENS TO MY ACCOUNT IF I RETIRE OR TERMINATE EMPLOYMENT?

Your benefits under the Plan will consist of payments to you or, if you die, to your beneficiary of the full amount of your vested Account balance in the Plan. Your Account balance includes the amounts allocated to you due to contributions and any related earnings or losses in investments. Your benefits will rise or fall according to the performance of your investments.

Generally, you are entitled to receive the amounts credited to your Account to the extent it is vested upon termination of employment. If you do not have a fully vested benefit, at least part of your Account balance may be forfeited. "Vesting" refers to the nonforfeitable portion of your Account that you are entitled to receive from the Plan if you terminate employment.

Your Account is fully vested at all times for those portions that are attributable to your own contributions and to the Company's Matching Contributions and Nonelective Contributions. The portion of your Account that is attributable to Profit Sharing Contributions is vested according to a six-year vesting schedule. Unvested amounts are subject to forfeiture, as explained below. Sections 10 and 11 explain when and how your benefits will be paid.

You will be 100% vested in all amounts allocated to your Account if your employment terminates by reason of death, disability, or retirement at or after age 65. You may elect early retirement with full vesting after you attain age 55 and complete six years of service.

SECTION 9. HOW IS MY ACCOUNT INVESTED?

All contributions are invested through the Trust, but the Plan permits you to direct the investment of amounts in your Account through investment funds that are selected by the Committee. When you direct the purchase of an investment, the purchase price you pay is based on the market value on the date it is acquired by the Trust. If you decide to change investments or you receive a cash distribution from the

Plan, you generally will receive the market value of the investment at the time you sell it. When required for administrative purposes, the Committee may suspend investment changes temporarily.

The Trustee of the Plan records all investment earnings and losses. The market value of your Account, other than investments in the Stable Value Fund, is updated on each market trading day. In addition, the entire Trust is valued and reconciled on the last day of each fiscal year of the Plan to determine the value of its assets. You will receive periodic statements at least once a year showing the value of your Account. Currently, such statements are provided to participants on a quarterly basis. You have the option to receive your statements by U.S. Mail or online. You can make this election online at www.401k.com or by telephone at 1-800-835-5095.

Your ultimate benefits under the Plan are determined, at least in part, by the performance of your investments. Your investment performance is not guaranteed by the Company, the Trustee or the Committee. All investments are subject to significant risks. Because you have the responsibility to decide how your Account is invested, you should monitor the performance of your investments carefully.

Investment Funds**.** The Committee has identified certain "Investment Funds" that are available for you to select in directing the investment of your Account. The Investment Funds are periodically evaluated for performance by the Committee, which may add or delete Investment Funds at any time.

Information regarding the historical performance of the Investment Funds is described in summaries that were provided to you when you first became a participant in the Plan, and are available on the Fidelity website at www.401k.com thereafter.

Your initial investment election should be made when you enroll in the Plan. If you do not make an investment election, your Account will be invested in accordance with guidelines established by the Committee.

Company Stock Fund. For Participants who previously participated in the TSC Industries, Inc. Employee Stock Ownership Plan (the assets of which were transferred into the Plan pursuant to a merger on March 26, 1994), portions of their Accounts may be allocated as employee stock ownership contributions invested in Company stock. Company stock is listed on Nasdaq under the symbol "TSCO." Participants who hold Company stock through this fund may direct the voting of shares allocated to their Account. Further information about the history and performance of Company stock is available by calling Tractor Supply Company Investor Relations at 1-615-440-4000.

Participants can direct the investment of their Company Stock Fund to other available investments at any time. In addition, participants who have attained age 55 and completed at least ten years of Plan participation may elect to receive a distribution of a portion of the Company stock investment. This option is available for the five consecutive year period beginning with the first year after the year in which the Participant becomes qualified. A qualified participant may take a distribution of up to 25% of the Company Stock Fund. In the last year in which this option is available, a participant may diversify a cumulative amount up to 50% of the Company Stock Fund. As explained in Section 13 below, if you receive a distribution when you are under age 59½, you will be liable for an additional 10% tax on the original purchase price of the shares of Company stock, unless your distribution is after death, disability or retirement at age 55 or later.

Additional Information**.** The objectives of the Investment Funds, as well as financial and other information, are disclosed in specific detail by the manager of each fund. This document is known as a "prospectus" and is available to you upon request. You should read the prospectus carefully before directing your investments into an Investment Fund. Contact Fidelity Investments to request a prospectus online at www.401k.com or by telephone at 1-800-835-5095.

Fees. The Investment Funds you select may charge various fees and expenses. Fees and expenses are an important consideration in selecting an Investment Fund because the charges may lower your returns. The prospectus of each Investment Fund will provide more information on any fees it may charge. Also, as a participant in the Plan, your Account will be charged an annual record-keeping fee that will be deducted quarterly from your Account. This fee amount will be set each year by Fidelity, and is subject to change. Note that although this fee will be deducted quarterly, if you cease to be a participant in the Plan prior to the end of a Plan year, your Account will be charged at the time of termination for the balance of the annual record-keeping fee as if you had remained an active participant for the entire Plan year.

***ERISA Section 404(c) Compliance*. The Committee intends that the Plan comply with section 404(c) of ERISA with respect to the investment of the Trust. This means that participants are entitled to direct the investment of their individual accounts and that the fiduciaries of the Plan will not be liable for losses that may occur as a result of investment decisions made by participants.**

SECTION 10. WHAT ARE MY BENEFITS UNDER THE PLAN?

All money earned by the investments of the Trust during the year, including interest, dividends and investment gains, is added to the Trust. Charges and allocations to Accounts are performed separately for each fund. Your share of the earnings of the Trust is allocated to your Account on each trading day (other than investments in the Stable Value Fund). If a particular Investment Fund you select loses money, that loss will be reflected in your Account balance.

SECTION 11. WHEN WILL MY PLAN BENEFITS BE PAID TO ME?

You are entitled to receive your Plan benefits when you retire, become disabled, die or otherwise terminate employment. To obtain benefits that are payable before age 65, generally, you or your beneficiary must submit a form for benefits. You may obtain forms for submitting your request by contacting Fidelity at 1-800-835-5095 or by consulting Fidelity's website at www.401k.com.

If you retire, die or become disabled, payment of your benefits will begin as soon as administratively feasible after the date that payment of your benefit is approved. Normal retirement age is 65. If you terminate employment for any other reason and your vested Account is $1,000 or less, you will receive a lump sum payment as soon as administratively feasible after termination. If your vested Account is greater than $1,000, you may request payment at any time after termination. After receipt of your request for payment after termination, your benefits will be paid out as soon as administratively feasible. Otherwise, your vested Account will be held in the Trust until you reach age 65. When you reach age 65, your benefits will be paid out as soon as administratively feasible after payment of your benefit is approved. While your Account balance remains in the Plan, it will continue to share in earnings and losses, but will not be credited with contributions from the Company.

If you are still employed, your Account may remain in the Plan past normal retirement age. Payment of your Account must begin no later than April 1st following the calendar year in which you attain age 70½ or, if later, the year that you retire. In some situations, you may receive a distribution while you are employed, as explained in Section 14.

SECTION 12. IN WHAT FORM CAN I RECEIVE PAYMENT OF MY PLAN BENEFITS?

When you become eligible for a distribution from the Plan, you may elect payment under any of the following methods:

(a) Lump sum.

(b) Installment payments.

(c) Direct rollover (described below).

A rollover is a payment of your Plan benefits to an IRA or another employer retirement plan. A direct rollover is a payment of your distribution by the Trustee directly to the trustee of another retirement plan or an IRA. If you decide you do not want a direct rollover, your distribution may be subject to federal income tax withholding at the rate of 20%. See Section 13 for more information on the taxation of your benefits.

If you die, your Account will be paid to the beneficiary you have named. If you have not named a beneficiary, any benefits due you will be paid to your spouse, your children, your parents or your estate, in that order. If your beneficiary is someone other than your surviving spouse, however, your spouse must give written consent to your beneficiary designation. Your beneficiary (and, in certain cases, the representative of your estate) will be allowed to select from the methods of payment described above.

If you or your beneficiary become mentally incompetent or if your beneficiary is a minor child, the Committee may pay your share of the Trust or any benefits payable after your death to a guardian or relative to be used for your benefit or your beneficiary's benefit.

SECTION 13. HOW ARE MY BENEFITS UNDER THE PLAN TAXED?

The Plan was established by the Company as a retirement plan that is qualified under section 401(a) of the Internal Revenue Code. Because the Plan is tax-qualified, your obligation to pay federal income tax on the value of contributions made by you or the Company is deferred (except for Roth Contributions). For federal tax purposes, Plan benefits you receive (including earnings on contributions) will be treated as ordinary income in the year in which you receive a distribution from the Plan. However, the Company must deduct from your remaining compensation the Social Security and Medicare taxes on your Salary Deferral Contributions. The Company may deduct from its taxable income the contributions it makes to the Plan each year.

Generally, 20% of your distribution from the Plan is withheld for payment of federal income taxes unless you elect a "direct rollover" or the distribution is not eligible for direct rollover treatment. Obviously, your actual tax rate may be different than the 20% withholding rate. If you receive a distribution when you are under age 59½, you will be liable for an additional 10% tax, unless your distribution is after death, disability or retirement at age 55 or later.

There is a special rule for lump sum distributions (i.e., distributions of an entire interest within one calendar year) of your Account that include Company stock after death, disability, age 59½ or termination of employment. Under this special rule, you have the option of not paying tax on the "net unrealized appreciation" until you sell the stock. You would be subject to capital gains tax on the appreciation at the time of the sale, rather than ordinary income tax. Net unrealized appreciation generally is the increase in the value of Company stock while it was held by the Plan. For example, if Company stock had a market value of $1,000 when it was purchased by the Trust, but has a value of $5,000 when you receive a distribution, you would not have to pay tax on the $4,000 increase in value until you sold the stock. At the time of the sale, you would pay capital gains tax on the $4,000, rather than ordinary income tax. This special capital gains tax treatment is lost if the distribution of your Company stock is made in the form of cash or if you roll the stock into an IRA. You can take advantage of both rollover and employer stock tax rules by electing to hold the shares that represent the net unrealized appreciation on employer stock and simultaneously electing to roll over the remainder of your distribution. As explained above, you will be subject to an additional 10% tax on the original purchase price of the shares of Company stock at the time of any such distribution if your termination of employment is not due to death or retirement at age 55 or later.

This is a brief summary of the federal income tax consequences applicable to contributions under the Plan. You will also receive general tax information at the time you are eligible for a distribution from the Plan. Because individual situations vary and federal tax laws change frequently, you should consult with your tax advisor regarding the federal, state and local tax consequences of participation in the Plan.

SECTION 14. CAN I WITHDRAW MONEY FROM THE PLAN WHILE I AM STILL EMPLOYED?

You may withdraw all or any part of your Salary Deferral Account after you reach age 59½. In addition, you may withdraw all or any portion of your Rollover Contributions once per year.

You may also request a hardship withdrawal of amounts in your Account that are attributable to your Salary Deferral Contributions once per calendar year. To qualify for a hardship withdrawal, you must have an immediate and heavy financial need and have no other reasonably available resources with which to meet that need. The Committee will determine in its sole discretion whether and to what extent such a hardship withdrawal may be made. The following types of needs qualify for a hardship withdrawal: certain medical expenses, purchase of your principal residence (but excluding regular mortgage payments), payment of college education for you and certain family members, avoiding eviction or foreclosure on your principal residence, certain burial and funeral expenses and expenses to repair casualty damage to your principal residence. Hardship withdrawals may not be taken unless a loan is taken first, as explained in Section 15.

Hardships may only be taken from your Salary Deferral Account (Matching Contributions are not available for withdrawal). However, the IRS limits the amount of your Salary Deferral Contributions that you can withdraw to the amount that you actually contributed, without regard to earnings on these amounts. You must contact Fidelity at 1-800-835-5095 or consult Fidelity's website at www.401k.com to obtain a withdrawal form. As explained in Section 13, these distributions are taxable and may be subject to a 10% penalty tax if you are under age 59½.

A Participant with a terminal illness may withdraw all or any part of his or her vested Account. Terminal illness for these purposes includes physical conditions which, more likely than not, will result in death, even with medical treatment, within 12 months from the date of the withdrawal request. The determination shall be made by the Committee based upon the medical opinion from a licensed physician acceptable to the Committee.

SECTION 15. CAN I BORROW MONEY FROM THE PLAN?

Loans are available under the Plan to participants who are employed by the Company and satisfy the Committee's guidelines for making loans. Loans must be for at least $1,000 and may not exceed one-half of your vested Account or, if less, $50,000. The term of the loan may not exceed five years, unless it is used to purchase your primary residence. A loan is subject to an interest rate determined monthly that is equal to the prime interest rate plus one percent. The loan is treated as an investment of your Account, and Your Account is treated as security for the loan until it is repaid. You may be required to pay a fee to cover the loan administration costs. A participant may not have more than one loan outstanding at any time. Further information about Plan loans is available by contacting Fidelity at 1-800-835-5095 or consulting Fidelity's website at www.401k.com.

If you fail to pay any portion of a Plan loan when due, your loan will be in default. Upon a default that is not timely cured, you will be treated as having received a distribution from the Plan. The distribution will be subject to applicable taxes and penalties, and the Internal Revenue Service will be notified that you received this taxable income.

SECTION 16. WHAT IS THE PROCEDURE FOR FILING A BENEFITS CLAIM?

As stated in Section 11, generally your benefit will be distributed automatically if you terminate employment and your vested Account is $1,000 or less. Otherwise, you will receive a payment only by filing a written claim for benefits after you become eligible to receive payments. If you die or become disabled, proof of death or disability must be submitted to the Committee in order to receive benefits. You (or your beneficiary, as appropriate) will be notified at the last known address when the Committee determines that you (or your beneficiary, as appropriate) are entitled to receive a payment from the Plan. It is important to keep your address, and that of your beneficiary, current with the Company and Fidelity even after you retire or terminate employment.

SECTION 17. HOW CAN I APPEAL IF MY CLAIM FOR BENEFITS IS DENIED?

The Committee will send you a written explanation if it denies your claim for benefits, setting forth the specific reason or reasons for the denial, reference to pertinent Plan provisions upon which the denial is based and an explanation of your rights under the claims review procedure. The Committee will also tell you if and why any other information is needed to process your claim for benefits. This notice will be sent to you within 90 days of your claim, unless special circumstances require an extension of time. If an extension is required, you will be sent a notice telling you why it is needed and the date the Committee expects to make its decision. This information may be provided to you electronically. The maximum extension is 90 days. For your convenience, the appeal process is outlined below:

(a) After you receive notice of denial of benefits, you must appeal to the Committee in writing within 60 days. If you do not receive a written notice of denial within 90 days after filing your claim for benefits, you may assume that your claim has been denied and may file your written appeal. If you do not file your appeal within 60 days, the original decision of the Committee will become final.

(b) You may include in your written appeal any reasons for appeal and any information to support your right to benefits. You may use legal assistance in preparing the written appeal and you may examine any related Plan documents. You may also review other pertinent documents.

(c) The Committee will then re-examine all the facts and come to a final decision as to whether the denial of benefits was justified. You will be notified of their decision within 60 days of the time you submit your written appeal, unless the Committee notifies you that an extension is necessary, in which case a decision will be made no later than 120 days following the receipt of your appeal. The notice of final decision will include specific reasons for the decision and identify the Plan provisions on which the Committee relied.

SECTION 18. CAN MY BENEFITS BE REDUCED OR LOST?

Under certain circumstances, your benefits may be reduced or suspended.

***Unclaimed Accounts*.** If you or your beneficiary fails to make a claim for benefits or if you and your beneficiary have not provided a current address to the Committee after payment becomes due, the Committee will attempt to locate you under IRS procedures. If you cannot be located within the time prescribed by law for abandonment of property to the state, your Account will be treated as a forfeiture to the Plan. However, your Account will be restored and distributed if you or your beneficiary later makes a claim.

***Withdrawals*.** If you have made any withdrawals, your benefits will not include those amounts. The calculation of your vested Account in this case is subject to a special formula prescribed by law.

***Investment Losses*.** Your benefits under the Plan are determined solely by the vested amounts in your Account at the time you become entitled to payment. Your benefits will be reduced if your Account experiences investment losses.

SECTION 19. HOW IS THE PLAN ADMINISTERED?

The Committee is the administrator of the Plan. The Company will appoint members to serve on the Committee. The Committee is responsible for making all rules necessary for administration and for deciding questions concerning your rights under the Plan. Such questions include eligibility, value of accounts and right to benefits. The Committee is vested with full authority and discretion to interpret and enforce all Plan provisions, including making determinations as to eligibility for benefits. All decisions of the Committee are final, binding and conclusive on all persons. Contact information for the Committee is:

Tractor Supply Company 401(k) Retirement Savings Plan
Attention: Benefits Committee
Tractor Supply Company
5401 Virginia Way
Brentwood, TN 37027
Telephone: (615) 440-4000

The Company has appointed a Trustee to hold Plan assets under the Trust and to facilitate the investment of assets under the Trust. The Trustee is:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109
Telephone: (800) 553-4470

SECTION 20. IS THERE ANYTHING ELSE I SHOULD KNOW?

Continuance of the Plan**.** As stated in Section 1, the Company intends to continue the Plan but may amend or terminate it at any time. You will be notified of any important changes.

Beneficiaries**.** You may obtain forms for changing your beneficiary designation by contacting Fidelity at 1-800-835-5095 or by consulting Fidelity's website at www.401k.com. Thus, you should review your choice of beneficiary if you become divorced, married, or if your beneficiary dies. If you are married, your spouse is automatically your primary beneficiary. If you want to choose a beneficiary other than your spouse, written consent from your spouse will be necessary, as described in Section 3.

Assignment of Benefits**.** For your protection, your benefits under the Plan cannot be sold or assigned and are not subject to garnishment or attachment until they are actually paid to you or your beneficiary. However, the Committee may be required to use some or all of your benefits to pay court ordered alimony, child support, or other transfer of assets directly to a spouse, former spouse, child or other dependent. This type of court order is known as a "qualified domestic relations order." The court order must follow a certain form and contain certain information. If it does not, the Committee cannot honor it. If a court order is being prepared that could affect your Plan account, you should contact Fidelity Investments at 1-800-835-5095 to ensure that the proper information is contained in the court order. You may be required to pay a fee to cover the administration costs of processing the court order.

Plan Document**.** This SPD is provided for your information, but is not the legal and official document that constitutes the Tractor Supply Company 401(k) Retirement Savings Plan. Although every attempt has been made to explain the Plan accurately as it exists on the date of this SPD, the terms of the Plan document control over this SPD.

No Insurance of Minimum Plan Benefits**.** Benefits under the Plan are paid out of the Trust. Your benefits under the Plan are determined by the size of your Account balance. Therefore, the Trust fund is not insured by the Pension Benefit Guaranty Corporation, the agency established by ERISA to provide minimum pension insurance for some types of retirement plans.

Other Information**.** If you wish to examine the Plan document, the Trust agreement, or other Plan documents, you may contact your Human Resources representative and arrange to see a copy during business hours. You may obtain a copy of any of these documents by sending a written request to your Human Resources representative. A reasonable copying fee may be charged.

Maintenance of Plan**.** The Plan is maintained by:

Tractor Supply Company
5401 Virginia Way
Brentwood, TN 37027
Telephone: (615) 440-4000

***Agent for Service of Legal Process*.** The name and address of the designated agent for service of legal process is:

Tractor Supply Company 401(k) Retirement Savings Plan
Attention: General Counsel
Tractor Supply Company
5401 Virginia Way
Brentwood, TN 37027
Telephone: (615) 440-4000

Service of legal process may also be made upon the Trustee of the Plan or a member of the Committee.

***Fiscal Year of the Plan*:** January 1 to December 31

***Employer I.D. Number*:** 13-3139732

***Plan Number*:** 001

SECTION 21. STATEMENT OF ERISA RIGHTS

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

(a) Examine, without charge, at the office of the Committee and at other specified locations, such as worksites, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions, and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(b) Obtain copies of all Plan documents and other Plan information upon written request to the Committee. The Committee may make a reasonable charge for the copies.

(c) Receive a summary of the Plan's annual financial report. The Committee is required by law to furnish each participant with a copy of this summary annual report.

(d) Obtain a statement at least once a year describing your accrued benefit. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the 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 Tractor Supply Company 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.

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to obtain copies of documents relating to the decision without charge and the right to have the Committee review and reconsider your claim.

Under ERISA, there are steps you may take to enforce the above rights. For instance, if you request materials 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 Committee 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 Committee. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in federal court after you have exhausted your administrative remedies. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

If you have any questions about your Plan, you should contact the Committee. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Committee, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, 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.