

**SUMMARY OF MATERIAL MODIFICATIONS  
NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC. PROFIT SHARING  
PLAN ("PLAN")**

Due to the recent amendment of the above-referenced Plan, changes have been made that could affect your rights under the Plan. This Summary of Material Modifications (SMM) describes the recent Plan amendment and how that amendment may affect you. This Summary of Material Modifications overrides any inconsistent information included in the Plan's Summary Plan Description (SPD) or other Plan forms.

The modifications described in this Summary of Material Modifications are effective as of 6-30-2015. All other provisions are effective as described in the Summary Plan Description.

**GENERAL INFORMATION AND DEFINITIONS**

Article 2 of the SPD describes general information and definitions applicable to the Plan. The Plan has been amended to change certain general information or definitions. This section describes the changes that were made to the information contained in Article 2 of the SPD.

**Plan Trustee(s).** The Plan has been amended to change the parties designated as Plan Trustees. The new Plan Trustee(s) are:

- **Name:** LISA BOLEN  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** JAMES ROBARGE  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** DIANE PRICE  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** KAREN KELSEY  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** EDWARD DOWLING  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** LAURIE SAUER  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** DEBORA WIGLE  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707

See Article 9 of the SPD for a description of the duties of the Plan Trustees.

**ADDITIONAL INFORMATION**

If you have any questions about the modifications described in this Summary of Material Modifications or about the Plan in general, or if you would like a copy of the Summary Plan Description or other Plan documents, you may contact:

**Name:** NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC.

**Address:**

2375 GORDON ROAD

ALPENA, MI 49707

**Telephone number:** 989-356-3474

**SUMMARY OF MATERIAL MODIFICATIONS**  
**NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC. PROFIT SHARING PLAN ("PLAN")**

Due to the recent amendment of the above-referenced Plan, changes have been made that could affect your rights under the Plan. This Summary of Material Modifications (SMM) describes the recent Plan amendment and how that amendment may affect you. This Summary of Material Modifications overrides any inconsistent information included in the Plan's Summary Plan Description (SPD) or other Plan forms.

The modifications described in this Summary of Material Modifications are effective as of 1-1-2014. All other provisions are effective as described in the Summary Plan Description.

**MINIMUM AGE AND SERVICE REQUIREMENTS**

Article 5 of the SPD describes the minimum age and/or service requirements that you must satisfy to be eligible for contributions under the Plan. The Plan has been amended to modify the minimum age and/or service requirements under the Plan. This section describes the new minimum age and/or service requirements under the Plan, as amended.

**Entry Date.** The rules described in Article 5 of the SPD concerning the Plan's Entry Date have been amended. The Entry Date is the date you may enter the Plan once you have satisfied the Plan's minimum age and/or service requirements. Under the Plan, as amended, your Entry Date is the first day of the Plan Year quarter coinciding with or next following the date you satisfy the Plan's minimum age and/or service requirements. Thus, for example, if you satisfy the Plan's eligibility conditions during the first quarter of the Plan Year, you will be eligible to enter the Plan on the first day of the second quarter of the Plan Year. If on the other hand, you satisfy the eligibility conditions during the fourth quarter of the Plan Year, you will be eligible to enter the Plan on the first day of the first quarter in the next Plan Year.

**PLAN DISTRIBUTIONS**

The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. Article 8 of the SPD describes when you may receive a distribution and the tax effects of such a distribution. The Plan has been amended to modify the distributions provisions under the Plan. This Section describes the distribution provisions under the Plan, as amended.

**Automatic distribution rules.** If you terminate employment, you generally must request a distribution from the Plan in order to receive a distribution of your Plan benefits. However, if your total vested benefit under the Plan is \$5,000 or less when you terminate employment and you do not consent to a distribution of your vested account balance, your vested benefit will be distributed in a lump sum, even if you do not consent to a distribution. If you are entitled to a distribution for which your consent is not required and you do not consent to a distribution, your vested account balance will automatically be deposited into an IRA on your behalf as selected by the Plan Administrator, unless your vested account balance is less than \$1,000. In that case, you will receive a distribution of your vested benefit in a lump sum. (If your total vested benefit exceeds \$5,000, no distribution will be made from the Plan without your consent.)

**PLAN FEES**

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. Some of the fees that are charged to the Plan include:

- Termination distribution processing fee of \$35.00
- In-Service distribution fee of \$35.00
- Distribution fee required for minimum distributions of \$35.00
- An Administrative charge of \$100.00 will be charged to an inactive account that is left in the plan for a period of 6 months after termination of employment. Fees will be deducted semi-annually.

**ADDITIONAL INFORMATION**

If you have any questions about the modifications described in this Summary of Material Modifications or about the Plan in general, or if you would like a copy of the Summary Plan Description or other Plan documents, you may contact:

**Name:** NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC.

**Address:**

2375 GORDON ROAD

ALPENA, MI 49707

**Telephone number:** 989-356-3474

**SUMMARY PLAN DESCRIPTION  
FOR**

**NORTHEAST MICHIGAN COMMUNITY  
SERVICE AGENCY, INC. PROFIT SHARING  
PLAN**

**1-1-2010**

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# NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC. PROFIT SHARING PLAN SUMMARY PLAN DESCRIPTION

## ARTICLE 1 INTRODUCTION

NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC. has adopted the NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC. PROFIT SHARING PLAN (the "Plan") to help you save for retirement. As an employee of NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC., you may be entitled to participate in the Plan, provided you satisfy the conditions for participation as described in this Summary Plan Description.

This Summary Plan Description ("SPD") is designed to help you understand the retirement benefits provided under the Plan and your rights and obligations with respect to the Plan. This Summary Plan Description contains a summary of the major features of the Plan, including the conditions you must satisfy to participate under the Plan, the amount of benefits you are entitled to as a Plan participant, when you may receive distributions from the Plan, and other valuable information you should know to understand your Plan benefits. We encourage you to read this SPD and contact your Plan Administrator if you have any questions regarding your rights and obligations under the Plan. (See Article 2 below for the name and address of the Plan Administrator.)

This SPD does not replace the formal Plan document, which contains all of the legal and technical requirements applicable to the Plan. However, this SPD does attempt to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If the non-technical language under this SPD and the technical, legal language under the Plan document conflict, the Plan document always governs. If you have any questions regarding the provisions contained in this SPD or if you wish to receive a copy of the legal Plan document, please contact your Plan Administrator.

The Plan document may be amended or modified due to changes in law, to comply with pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL), or due to other circumstances. If the Plan is amended or modified in a way that changes the provisions under this SPD, you will be notified of such changes.

This SPD does not create any contractual rights to employment nor does it guarantee the right to receive benefits under the Plan. Benefits are payable under the Plan only to individuals who have satisfied all of the conditions under the Plan document for receiving benefits.

## ARTICLE 2 GENERAL PLAN INFORMATION AND KEY DEFINITIONS

This Article 2 contains information regarding the day-to-day administration of the Plan as well as the definition of key terms used throughout this Summary Plan Description.

**Plan Name:** NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC. PROFIT SHARING PLAN

**Plan Number:** 002

**Employer:**

**Name:** NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC.

**Address:**

2375 GORDON ROAD  
ALPENA, MI 49707

**Telephone number:** 989-356-3474

**Employer Identification Number (EIN):** 38-1873461

**Plan Administrator:**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, provides you with forms necessary to request a distribution from the Plan, and directs the payment of your vested benefits when required under the Plan. The Plan Administrator may designate another person or persons to perform the duties of the Plan Administrator. The Plan Administrator or its delegate, as the case may be, has full discretionary authority to interpret the Plan, including the authority to resolve ambiguities in the Plan document and to interpret the Plan's terms, including who is eligible to participate under the Plan and the benefit rights of participants and beneficiaries. All interpretations, constructions and determinations of the Plan Administrator or its delegate shall be final and binding on all persons, unless found by a court of competent jurisdiction to be arbitrary and capricious. The Plan Administrator also will allow you to review the formal Plan document and other materials related to the Plan.

The Employer/Plan Sponsor listed above is acting as Plan Administrator. The Plan Administrator may designate other persons to carry on the day-to-day operations of the Plan. If you have any questions about the Plan or your benefits under the Plan, you should contact the Plan Administrator or other Plan representative.

**Trustee(s):**

All amounts contributed to the Plan are held by the Plan Trustee in a qualified Trust. The Trustee is responsible for the safekeeping of the trust funds and must fulfill all Trustee duties in a prudent manner and in the best interest of you and your beneficiaries. The following is the name and address of the Plan Trustee(s):

- **Name:** JOHN BRIGGS  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** JOHN SWISE  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** BRENDA LUCAS  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** KAREN KELSEY  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707
- **Name:** JAMES ROBARGE  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707



- **Name:** DIANE PRICE  
**Address:** 2375 GORDON ROAD  
**City, State, Zip Code:** ALPENA, MI 49707

**Service of Legal Process:**

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

**Effective Date of Plan:**

This Plan is a restatement of an existing Plan to comply with current law. This Plan was originally effective 8-1-1983. However, unless designated otherwise, the provisions of the Plan as set forth in this Summary Plan Description are effective as of 1-1-2010.

**Plan Year:**

Many of the provisions of the Plan are applied on the basis of the Plan Year. For this purpose the Plan Year is the 12-month period ending 12/31.

**Plan Compensation:**

The term "compensation" has different meanings within the Plan document. Compensation is generally defined as your total taxable wages or salary increased to include any pre-tax deferrals you make to a 401(k) plan and any other pre-tax salary reduction contributions you make under any other plans we maintain, including any pre-tax contributions you make under a medical reimbursement plan or "cafeteria plan".

In applying the contribution formulas under the Plan (as described in Section 4 below), your contributions may be determined based on Plan Compensation. For this purpose, Plan Compensation is your total compensation (as described above) earned during the Plan Year.

For purposes of determining Plan Compensation, only compensation you earn while you are a participant in the Plan will be taken into account. Thus, any compensation you earn while you are not eligible to participate in the Plan will not be considered in determining Plan Compensation.

**Normal Retirement Age:**

You will reach Normal Retirement Age under the Plan when you turn age 62.

<b>ARTICLE 3 DESCRIPTION OF PLAN</b>
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**Type of Plan.** The Plan is a special type of retirement plan commonly referred to as a profit sharing plan. A profit sharing plan allows you to receive employer contributions, which we make on your behalf to the Plan, without having to include such amounts in income. If you have satisfied all of the eligibility conditions described in Article 5 for receiving an employer contribution, we will deposit such contribution directly into the Plan's trust on your behalf. Because this money is not reported as income, you do not have to pay any income tax while the money is held in the Plan, and any earnings on such contributions are not taxed while they stay in the Plan. (See Article 4 below for a description of the employer contributions authorized under the Plan.)

This profit sharing plan is a defined contribution plan, which is intended to qualify under Section 401(a) of the Internal Revenue Code. As a defined contribution plan, it is not covered under Title IV of ERISA and, therefore, benefits are not insured by the Pension Benefit Guaranty Corporation.

## ARTICLE 4 PLAN CONTRIBUTIONS

We are authorized under the Plan to make employer contributions on behalf of our employees. In order to receive an employer contribution, you must satisfy all of the eligibility requirements described in Article 5 below for employer contributions. If you do not satisfy all of the conditions for receiving an employer contribution, you will not share in an allocation of such employer contributions for the period for which you do not satisfy the eligibility requirements.

Employer contributions will be contributed to your employer contribution account under the Plan at such time as we deem appropriate. Generally, employer contributions may be contributed during the Plan Year or after the Plan Year ends. Any employer contributions we make will be made in accordance with the following employer contribution formula.

- **Service-based employer contribution formula.** We will decide each year how much, if any, we will contribute to the Plan on your behalf. Since this employer contribution is discretionary, we may decide not to make an employer contribution for a given year. Any contribution we decide to make will be allocated among eligible participants based on each 10% of compensation for all participants hired prior to January 1, 2005. 5% of compensation for employees hired after January 1, 2005. After completion of 5 years of employment, contribution will increase to 10% you perform during the year. We will inform you of the amount of your employer contribution once we determine how much we will be contributing for the year.

### Top Heavy Benefits

A plan that primarily benefits key employees is called a top heavy plan. For this purpose, key employees are defined as certain owners of the Employer and officers with a specified level of compensation. A plan is generally a top heavy plan when more than 60% of all account balances under the plan are attributable to key employees. (The Plan Administrator will determine each year whether the plan is a top heavy plan.)

If the Plan becomes top heavy in any Plan Year, non-key employees who are eligible to receive a top heavy contribution under the Plan will receive a minimum contribution equal to the lesser of 3% of Plan Compensation or the highest percentage provided to any key employee (as defined in the Plan). In applying the top heavy rules, any eligible non-key employee who is employed at the end of the year is entitled to the top heavy minimum, regardless how many hours the employee works during the year. (The Plan Administrator will advise you if the Plan ever becomes top heavy.)

### Rollover Contributions

The Plan does not accept rollovers from another qualified retirement plan or an IRA. If you have questions about your ability to rollover a distribution from your prior employer's plan, please contact the Plan Administrator (or other plan representative).

## ARTICLE 5 ELIGIBILITY REQUIREMENTS

This Article sets forth the requirements you must satisfy to participate under the Plan. To qualify as a participant under the Plan, you must:

- be an Eligible Employee,
- satisfy the Plan's minimum age and service conditions, and
- satisfy any allocation conditions required under the Plan.

### **Eligible Employee**

To participate under the Plan, you must be an Eligible Employee. For this purpose, you are considered an Eligible Employee if you are an employee of NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC., provided you are not otherwise excluded from the Plan.

In addition, the Plan excludes from participation certain designated employees. If you fall under any of the excluded employee categories, you will not be eligible to participate under the Plan (until such time as you no longer fall into an excluded employee category). [See below for a discussion of your rights upon changing to or from an excluded employee classification.]

The following categories of employees are not eligible to participate in the Plan:

- Leased employees
- Other: Title V Program Participants, Independent Contractors, Employees Hired on a temporary basis defined as full time temporary, part time temporary, subs, co-ops and interns, and Employees working under Federal or State Job Training Program

### **Minimum Age and Service Requirements**

In order to participate in the Plan, you must satisfy certain age and service conditions under the Plan.

- **Minimum age requirement.** In order to participate in the Plan you must be at least age 21.
- **Minimum service requirements.** In order to participate in the Plan, you must Complete One Year of Service. However, Service aides will not be credited with a year of service until after 1/1/2010..

You will be eligible to participate in the Plan as of the first Entry Date based on when you satisfy the minimum age and service requirements.

**Entry Date.** Once you have satisfied the eligibility conditions described above, you will be eligible to participate under the Plan on your Entry Date. For this purpose, your Entry Date is the first day of the month coinciding with or next following the date you satisfy the eligibility conditions described above. For example, if you satisfy the Plan's eligibility conditions on April 12, you will be eligible to enter the Plan on the following May 1. If on the other hand, you satisfy the eligibility conditions on November 12, you will be eligible to enter the Plan on the following December 1.

**Crediting eligibility service.** In determining whether you satisfy the Plan's minimum age or service conditions, all service you perform during the year is counted. In addition, if you go on a maternity or paternity leave of absence or on a military leave of absence, you may receive credit for service during your period of absence for certain purposes under the Plan. You should contact the Plan Administrator to determine the effect of a maternity/paternity or military leave of absence on your eligibility to participate under the Plan.

**Eligibility upon rehire or change in employment status.** If you terminate employment after satisfying the minimum age and service requirements under the Plan and you are subsequently rehired as an Eligible Employee, you will enter the Plan on the later of your rehire date or your Entry Date. If you terminate employment prior to satisfying the minimum age and service requirements, you will have to meet the eligibility requirements as if you are a new Employee, if you should be rehired.

If you are not an Eligible Employee on your Entry Date, but you subsequently change status to an eligible class of Employee, you will be eligible to enter the Plan immediately (provided you have already satisfied the minimum age and service requirements). If you are an Eligible Employee and subsequently become ineligible to participate in the Plan, all contributions under the Plan will cease as of the date you become ineligible to participate. However, all service earned while you are employed, including service earned while you are ineligible, will be counted when calculating your vested percentage in your account balance.

### Allocation Conditions

If you are an Eligible Employee and have satisfied the minimum age and service requirements described above, you are entitled to share in any employer contributions we make to the Plan, provided you satisfy the allocation conditions described below.

**Allocation Conditions.** There are no additional allocation conditions for receiving an employer contribution. Thus, you will receive your share of the employer contributions regardless of how many hours you work during the year or whether you terminate during the year.

<b>ARTICLE 6 LIMIT ON CONTRIBUTIONS</b>
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The IRS imposes limits on the amount of contributions you may receive under this Plan, as described below.

**IRS limit on total contributions under the Plan.** The IRS imposes a maximum limit on the total amount of contributions you may receive under this Plan. This limit applies to all contributions we make on your behalf, all contributions you contribute to the Plan, and any forfeitures allocated to any of your accounts during the year. Under this limit, the total of all contributions under the Plan cannot exceed a specific dollar amount or 100% of your annual compensation, whichever is less. For 2010, the specific dollar limit is \$49,000. (For years after 2010, this amount may be increased for inflation.) For purposes of applying the 100% of compensation limit, your annual compensation includes all taxable compensation, increased for any Salary Deferrals you may make under a 401(k) plan and any other pre-tax contributions you may make to a plan such as a cafeteria plan.

**Example:** Suppose in 2010 you earn compensation of \$55,000. The maximum amount of contributions you may receive under the Plan for 2010 is \$49,000 (the lesser of \$49,000 or 100% of \$55,000).

<b>ARTICLE 7 DETERMINATION OF VESTED BENEFIT</b>
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**Vested account balance.** You are always 100% vested in your employer contributions. Thus, you have complete ownership rights to your employer contributions immediately after such amounts are contributed to the Plan on your behalf.

**Protection of vested benefit.** Once you are vested in your benefits under the Plan, you have an ownership right to those amounts. While you may not be able to immediately withdraw your vested benefits from the Plan due to the distribution restrictions described under Article 8 below, you generally will never lose your right to those vested amounts. However, it is possible that your benefits under the Plan will decrease as a result of investment losses. If your benefits decrease because of investment losses, you will only be entitled to the vested amount in your account at the time of distribution.

<b>ARTICLE 8 PLAN DISTRIBUTIONS</b>
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The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. As discussed in Article 7 above, if you qualify for a Plan distribution, you will only receive your vested benefits. This Article 8 describes when you may request a distribution and the tax effects of such a distribution.

**Distribution upon termination of employment.** When you terminate employment, you may be entitled to a distribution from the Plan. The availability of a distribution will depend on the amount of your vested account balance.

- **Vested account balance in excess of \$5,000.** If your total vested account balance exceeds \$5,000 at the time you terminate employment, you may receive a distribution from the Plan as soon as administratively feasible following your termination of employment. You must request a distribution on the appropriate forms before a distribution will be made to you. If you do not consent to a distribution of your vested account balance, your balance will remain in the Plan. If you receive a distribution of your vested benefits when you are only partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to take your distribution in any of the following forms. In addition, in certain cases, you may be entitled to a distribution in the form of a joint and survivor annuity. Upon your termination of employment, you will receive a distribution package that will describe the distribution options that are available to you. If you have any questions regarding your distribution options under the Plan, please contact the Plan Administrator.

- **Lump sum.** If you take your distribution in the form of a lump sum, you may elect to take a distribution of your entire vested account balance in cash or you may elect to rollover your distribution to an IRA or to another qualified plan. In addition, you may take a distribution of only a portion of your vested account balance. A partial distribution will not be allowed in an amount less than \$1,000.
  - **Installment payments.** You may elect to receive a distribution in the form of a series of installment payments. If you elect distributions in the form of installments, your vested benefit will be paid out in equal annual installments over a set number of years. If the installment period is 10 years or greater, you may not rollover any of the installment payments into an IRA or into another qualified plan. The Plan Administrator will provide you with forms necessary to elect an installment distribution under the Plan.
- **Vested account balance of \$5,000 or less.** If your total vested account balance under the Plan is \$5,000 or less at the time you terminate employment, you will be eligible to receive a distribution of your entire vested account balance in a lump sum as soon as administratively feasible following your termination of employment. If you receive a distribution of your vested benefits when you are partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to receive your distribution in cash or you may elect to rollover your distribution to an IRA or to another qualified plan. If your total vested benefit under the Plan is \$1,000 or less when you terminate employment and you do not consent to a distribution of your vested account balance, your vested benefit will be distributed in a lump sum, even if you do not consent to a distribution. (If your total vested benefit exceeds \$1,000, no distribution will be made from the Plan without your consent.)

**In-service distributions.** You may withdraw vested amounts from the Plan while you are still employed with us, but only if you satisfy the Plan's requirements for in-service distributions. Under the Plan, you may take an in-service distribution if:

- You have reached the Plan's Normal Retirement Age at the time of the distribution.

**Limits on in-service distributions.** In addition to the requirements described above for receiving an in-service distribution, the Plan contains additional limits which may limit your ability to take an in-service withdrawal. For example:

- You may take only 4 in-service distribution(s) during the year. Participants must maintain an account balance of \$100.00 in their account.

The Plan Administrator may impose additional limitations on in-service distributions as authorized under the Plan.

**Required distributions.** If you have not begun taking distributions before you attain your Required Beginning Date, the Plan must commence distributions to you as of such date. For this purpose, your

Required Beginning Date is April 1 following the end of the calendar year in which you attain age 70½ or terminate employment, whichever is later. (For 5% owners, the Required Beginning Date is April 1 following the calendar year in which you attain age 70½, even if you are still employed.)

Once you attain your Required Beginning Date, the Plan Administrator will commence distributions to you as required under the Plan. The Plan Administrator will inform you of the amount you are required to receive once you attain your Required Beginning Date.

**Distributions upon death.** If you should die before taking a distribution of your entire vested account balance, your remaining benefit will be distributed to your beneficiary or beneficiaries, as designated on the appropriate designated beneficiary election form. You should receive a designated beneficiary election form from the Plan Administrator.

If you are married, your spouse generally is treated as your beneficiary, unless you and your spouse properly designate an alternative beneficiary to receive your benefits under the Plan. The Plan Administrator will provide you with information concerning the availability of death benefits under the Plan and your rights (and your spouse's rights) to designate an alternative beneficiary for such death benefits. If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your children. If you have no children at the time of your death, your benefits will be distributed to your estate. For this purpose, any designation of your spouse as designated beneficiary is automatically revoked upon a formal divorce decree unless you re-execute a new beneficiary designation form or enter into a valid qualified domestic relations order (QDRO).

**Taxation of distributions.** Generally, you must include any Plan distribution in your taxable income in the year you receive the distribution. More detailed information on tax treatment of Plan distributions is contained in the "Special Tax Notice" which you may obtain from the Plan Administrator.

**Distributions before age 59½.** If you receive a distribution before age 59½, you generally will be subject to a 10% penalty tax in addition to regular income taxation on the amount of the distribution that is subject to taxation. You may avoid the 10% penalty tax by rolling your distribution into another plan or IRA. Certain exceptions to the penalty tax may apply. For more information, please review the "Special Tax Notice," which may be obtained from the Plan Administrator.

**Rollovers and withholding.** You may "roll over" most Plan distributions to an IRA or another qualified plan and avoid current taxation. You may accomplish a rollover either directly or indirectly. In a direct rollover, you instruct the Plan Administrator that you wish to have your distribution deposited directly into another plan or an IRA. In an indirect rollover, the Plan Administrator actually makes the distribution to you and you may rollover that distribution to an IRA or another qualified plan within 60 days after you receive the Plan distribution.

If you are eligible to directly rollover a distribution but choose not to, the Plan Administrator must withhold 20% of the taxable distribution for federal income tax withholding purposes. The Plan Administrator will provide you with the appropriate forms for choosing a direct rollover. For more information, see the "Special Tax Notice," which may be obtained from the Plan Administrator.

Certain benefit payments are not eligible for rollover and therefore will not be subject to 20% mandatory withholding. The types of benefit payments that are not "eligible rollover distributions" include:

- annuities paid over your lifetime,
- installments payments for a period of at least ten (10) years,
- minimum required distributions at age 70½, and
- hardship withdrawals.

**[Note: All of the above distribution options may not be available under this Plan.]**

**Non-assignment of benefits and Qualified Domestic Relations Orders (QDROs)** Your benefits cannot be sold, used as collateral for a loan, given away, or otherwise transferred, garnished, or attached by creditors, except as provided by law. However, if required by applicable state domestic relations law, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This type of court order is known as a Qualified Domestic Relations Order (QDRO). As soon as you become aware of any court proceedings that might affect your Plan benefits, please contact the Plan Administrator. You may request a copy of the procedures concerning QDROs, including those procedures governing the qualification of a domestic relations order, without charge, from the Plan Administrator.

## ARTICLE 9 PLAN INVESTMENTS AND FEES

**Investment of Plan assets.** You have the right to direct the investment of Plan assets held under the Plan on your behalf. The Plan Administrator will provide you with information on the amounts available for direction, the investment choices available to you, the frequency with which you can change your investment choices and other investment information. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. If you have any questions about the investment of your Plan accounts, please contact the Plan Administrator or other Plan representative.

Although you have the opportunity to direct the investment of your benefits under the Plan, the Plan Administrator may decline to implement investment directives where it deems it is appropriate in fulfilling its role as a fiduciary under the Plan. The Plan Administrator may adopt rules and procedures to govern Participant investment elections and directions under the Plan.

This Plan is designed to comply with the requirements of ERISA §404(c). As such, to the extent you are permitted to direct the investment of your account, you are solely responsible for the investment decisions you make with respect to your Plan benefits. No other fiduciary, including the Trustee, Employer or Plan Administrator, will be responsible for any losses resulting from your direction of investments under the Plan. If you have questions regarding investment decisions or strategies with respect to the investment of your Plan benefits, you should consult an investment advisor.

**Valuation Date.** To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a regular basis. For this purpose, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

**Plan fees.** There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Employer. If the Employer does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. Some of the fees that are charged to the Plan include:

- Termination distribution processing fee of \$35.00.
- In-service distribution processing fee of \$35.00.
- Distribution fee for required minimum distributions of \$35.00.

- An administrative charge of \$75.00 will be charged to an inactive account that is left in the plan for a period of 6 months after termination of employment. Fees will be deducted semi-annually..

## ARTICLE 10 PARTICIPANT LOANS

The Plan does not permit Participants to take a loan from the Plan. To access Plan assets, you must be eligible to receive a distribution from the Plan, as described in Article 8 above.

## ARTICLE 11 PLAN AMENDMENTS AND TERMINATION

**Plan Amendments.** We have the authority to amend this Plan at any time. Any amendment, including the restatement of an existing Plan, may not decrease your vested benefit under the Plan, except to the extent permitted under the Internal Revenue Code, and may not reduce or eliminate any "protected benefits" (except as provided under the Internal Revenue Code or any regulation issued thereunder) determined immediately prior to the adoption or effective date of the amendment (whichever is later). However, we may amend the Plan to increase, decrease or eliminate benefits on a prospective basis.

**Plan Termination.** Although we expect to maintain this Plan indefinitely, we have the ability to terminate the Plan at any time. For this purpose, termination includes a complete discontinuance of contributions under the Plan or a partial termination. If the Plan is terminated, all amounts credited to your account shall become 100% vested, regardless of the Plan's current vesting schedule. In the event of the termination of the Plan, you are entitled to a distribution of your entire vested benefit. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another qualified retirement plan or IRA. If you do not consent to a distribution of your benefit upon termination of the Plan, the Plan Administrator will transfer your vested benefit directly to an IRA that we will establish for your benefit. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

A partial termination may occur if either a Plan amendment or severance from service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, only those Participants who cease participation due to the partial termination will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a Participant.

## ARTICLE 12 PLAN PARTICIPANT RIGHTS AND CLAIM PROCEDURES

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

- Examine, without charge, at the Plan Administrator's office, all Plan documents including copies of all documents filed by the Plan Administrator with the U.S. Department of Labor.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may assess a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to provide each participant with a copy of this summary annual report.



- Obtain a statement telling you whether you have a right to receive benefits under the Plan and, if so, what your current benefits are. You must request this statement in writing and you may only request this statement once a year. The Plan Administrator will provide the statement free of charge.
- File a claim for benefits.

**Prudent Actions by Plan Fiduciaries.** In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people, called "fiduciaries," have a duty to operate the Plan prudently and in the best interests of you, other Plan participants and beneficiaries. You may not be fired or otherwise discriminated against in any way solely to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

**Enforcement of Rights.** If you have a claim for benefits under the Plan that is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. For example, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive the requested documents 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 documents and pay you up to \$110 a day until you receive the documents, unless the documents were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a divorce decree that affects the payment of benefits under the Plan, you may file suit in federal court. If the Plan's 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 your claim is frivolous.

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

**Claim for benefits.** If you feel you are entitled to benefits under the Plan that have not been paid, you may submit to the Plan Administrator a written claim for benefits. Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. The Plan Administrator will evaluate your claim (including all relevant documents and records you submit to support your claim) to determine if benefits are payable to you under the terms of the Plan. The Plan Administrator may solicit additional information from you if necessary to evaluate the claim.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

If the Plan Administrator denies all or any portion of your claim, you will receive within a reasonable period of time (not to exceed 90 days after receipt of the claim form), a written or electronic notice setting forth the reasons for the denial (including references to the specific provisions of the Plan on which the decision is based), a description of any additional information needed to perfect your claim, and the steps you must take to submit the claim for review. If the Plan Administrator determines that special circumstances require an extension of time for processing your claim, it may extend the 90-day period described in the prior sentence to 180 days, provided the Plan Administrator provides you with written notice of the extension and prior to the expiration of the original 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render its decision.

If the Plan Administrator denies your claim, you will have 60 days from the date you receive notice of the denial of your claim to appeal the adverse decision of the Plan Administrator. You may submit to the Plan Administrator written comments, documents, records and other information relating to your claim for benefits. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim. The Plan Administrator's review of the claim and of its denial of the claim shall take into account all comments, documents, records and other information relating to the claim, without regard to whether these materials were submitted or considered by the Plan Administrator in its initial decision on the claim. If the Plan Administrator denies your claim for benefits upon review, in whole or in part, you may file suit in a state or Federal court.

If your claim is based on disability benefits, different claim procedures and deadlines will apply. If your benefits are provided or administered by an insurance company, insurance service, or other similar organization which is subject to regulation under the insurance laws, the claims procedure relating to those benefits may provide for review. If so, that company, service, or organization will be the entity to which claims are addressed. Ask the Plan Administrator if you have any questions regarding the proper person or entity to address claims or the deadlines for making a claim for benefits.