

## Required Notices and Documents

# Raymond Skowronski, Jr., DDS, PC 401(k) Profit Sharing Plan



Certificate #CFX10319

For Service Related to Your 401(k) Account or to Speak with an Adviser,  
call 1-800-754-9933 or Send an E-mail to [Service@FinancialFreedomHouse.com](mailto:Service@FinancialFreedomHouse.com)

# Plan Highlights

This is a brief summary of Plan features. For full details refer to the **Summary Plan Description** provided in the **Notices Packet**.

<b>Eligibility</b>	
<b>Employee Elective Salary Deferral</b>	<p>You must meet the following criteria to be eligible to make Elective Deferral Contributions and receive Matching Contributions and Profit Sharing Contributions:</p> <ul style="list-style-type: none"> <li>You must attain age 21</li> <li>You must complete 1 year of service during which you complete 1000 hours of service</li> </ul>
<b>Employee Automatic Enrollment &amp; Salary Deferral</b>	No
<b>Matching Contributions by Employer</b>	Same as employee elective salary deferral
<b>Other Contributions by Employer</b>	Same as employee elective salary deferral
<b>Plan Enrollment Entry Dates</b>	
<b>Elective Salary Deferral and Matching Contributions</b>	January 1 or July 1 after coinciding with or after you have satisfied eligibility requirements listed above
<b>Other Contributions by Employer</b>	January 1 or July 1 after coinciding with or after you have satisfied eligibility requirements listed above
<b>Contributions and Contribution Limits</b>	
<b>Employee Salary Deferral (Automatic or Elective)</b>	<p>You may make either Regular 401(k) deferrals (pre-tax) or Roth 401(k) deferrals (after-tax) into the Plan. Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The dollar limit for 2020 is \$19,500.</p> <p>If you are at least age 50 or will attain age 50 during a calendar year, then you may defer an additional amount ("<b>catch up contribution</b>") to the Plan. The dollar limit for 2020 is \$6,500.</p>
<b>Matching Contributions by Employer</b>	Currently employer is matching 100% of the first 3% of compensation you defer into the plan and 50% of the next 2% you defer.
<b>Profit Sharing Contributions</b>	Your employer may, in its sole discretion, make a Profit Sharing Contribution on your behalf (and to all other eligible employees) in an amount determined by the Company. If a Profit Sharing Contribution is made, you will be notified of this.
<b>Rollovers into the Plan</b>	The Plan may accept a <b>Rollover Contribution</b> made on behalf of any Eligible Employee, regardless of whether such Employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in their <b>Rollover Contribution Account</b> .

### Vesting

#### Employee Salary Deferral, Employer Safe Harbor Match, & Rollovers into the Plan

You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions: Employee Salary Deferral, Employer Safe Harbor Match, & Rollovers into the Plan.

#### Profit Sharing Contributions

Upon termination of employment, the Employer Profit Sharing Contributions will be vested according to the following schedule based on your years of vesting service.

- Less than two years (0% vested)
- Two years but less than three years (20% vested)
- Three years but less than four years (40% vested)
- Four years but less than five years (60% vested)
- Five years but less than six years (80% vested)
- Six or more years (100% vested)

### Investing Plan Contributions

#### Investments

You may direct the investment of all of your Accounts in one or more of the available Investment Funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. The Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

The Plan is intended to constitute a plan described in ERISA §404(c). This means that Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

### Distributions and Loans

#### Distributions from the Plan

You may receive a distribution from your account under the following circumstances:

- Termination of employment
- Hardship
- After age 59 1/2
- From the Rollover Contribution Account at any time
- Death

#### Loans

Per the Loan Policy adopted by the Plan's Trustees, the maximum loan amount you are eligible to take is the lessor of 50% of your vested account balance or \$50,000 minus the highest outstanding balance of your loan(s) in the past 12 months.

- The minimum loan amount is \$1,000.
- The maximum number of loans outstanding at any time is 1 (an exception is made in those cases where a participant may have multiple loans existing in a plan that merges into this plan)
- A waiting period of 30 days exists between the receipt of the final payment on a loan and when you may apply for another.

Note: These plan highlights are intended to be a very concise overview of plan features. For a detailed description of plan features, please review the **Summary Plan Description** or contact the **Plan Administrator** for more information. The plan features described in these plan highlights are subject to change and in the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.

## Frequently Asked Questions

### How much should I save?

Deciding how much to save for retirement is a balancing act. While the need to save for the future is undeniable and the more you save means the more you'll have, you still have bills to pay today. Since it is counterproductive to save a lot into the 401(k) and make yourself "cash poor", we recommend that you begin by saving an amount you know you can tolerate. And then as time goes on you should increase the amount you're saving by small and manageable increments.

#### Potential Value at Different Levels of Weekly Savings

Savings	5 Years	10 Years	20 Years
\$20	\$6,148	\$14,655	\$42,714
\$40	\$12,295	\$29,309	\$85,429
\$60	\$18,443	\$43,964	\$128,143
\$80	\$24,591	\$58,618	\$170,858
\$100	\$30,738	\$73,273	\$213,572

The 6.5% annual rate of return is for illustrative purposes only and is not representative of any particular investment; actual results can vary significantly. This illustration does not account for inflation, fluctuation in principal or taxes.

Salary deferral elections are done as a percent of pay (not a flat dollar amount). If you have a dollar amount in mind that you want to save out of each paycheck, use the following table as a guide.

#### Actual Dollars Saved Each Pay Day

Percent Deferral	\$500 Pay Before Taxes	\$1,000 Pay Before Taxes	\$2,000 Pay Before Taxes
1%	\$5	\$10	\$20
5%	\$25	\$50	\$100
10%	\$50	\$100	\$200
15%	\$75	\$150	\$300
20%	\$100	\$200	\$400

### How much can I save?

During 2020, the IRS limits the maximum amount you can contribute to a 401(k) at \$19,500. If you are older than 50 or turn 50 during 2020, you can contribute an additional \$6,500.

### Can I change how much I am saving?

Yes. All you need to do is call 800-754-9933 and request a **Payroll Deferral Change Form**. You can also change the amount you are saving by logging into your account at [www.FFH401k.com](http://www.FFH401k.com).

## How do I change how my account is invested?

You can change the investments in your account or how future deposits are allocated using the participant website @ [www.FFH401k.com](http://www.FFH401k.com). You can also call 800-754-9933 and request an **Investment Election Change Form**. If you have questions someone at this number will be able to help you out or you can talk to the “**401(k) Guy**” when they’re at your worksite.

## Can I get money out of the 401(k) if I'm still working?

While you are still working, the IRS imposes strict rules regarding taking money out of your 401(k) account. The options for taking money out of your 401(k) account *before* you retire or terminate your employment are described below.

### 1) Loan

You must have at least \$2,000 in your account to request a loan. The minimum loan you can take is \$1,000 and the maximum is 50% of your account balance (up to a maximum loan of \$50,000). This maximum potential loan amount of \$50,000 is reduced by the highest outstanding balance of your 401(k) loan(s) in the past 12 months.

You must pay the loan back over a 1-5 year period. Interest on your loan is the prime rate plus 1%. In addition, you will be charged a fee for loan origination and processing.

### 2) Hardship Withdrawal

If you have a qualifying hardship (as defined by the IRS definition) and are not eligible to take a **Loan** from your 401(k) account, you can withdraw money that you contributed to your 401(k) account. Qualifying hardships are events for which the money is needed to do the following:

- prevent eviction or foreclosure;
- purchase your primary residence;
- pay for unreimbursed medical bills;
- pay for post-secondary education expenses;
- pay for catastrophic damage to your house; or
- pay eligible burial/funeral expenses.

20% will be withheld for federal income taxes. If you’re younger than 59½ you’ll also have to pay a 10% federal tax penalty when you file your annual tax return. You also won’t be able to contribute to the 401(k) for 6 months. After 6 months you will need to call the plan administrator at 800-754-9933 if you want to restart saving money into your 401(k) account.

### 3) In-Service Withdrawal

If you are older than 59½, you can take an In-Service Withdrawal. While you won’t get hit with a 10% federal tax penalty. You will pay income taxes. The law requires that 20% is withheld for federal income taxes.

## How do I log into my account on the web?

The website for your account is [www.FFH401k.com](http://www.FFH401k.com).

Click **Login** at the upper right of the website and select **+My 401(k) Account**. Select your plan and then click **Online Instructions**.

## Will I receive paper statements each quarter?

The default setting for the Plan is for you to receive electronic statements that you can view online or download from the participant website. If you'd rather receive paper statements, you can make this change yourself at [www.FFH401k.com](http://www.FFH401k.com) or call us at 800-754-9933 and we'll do it for you.

## Can I transfer my 401(k) from an old employer into this plan?

Yes. Please contact us at 800-754-9933 f

## What if I need more help with my 401(k) or other financial planning, retirement planning, or investment matters?

All participants in the 401(k) have access to the following services at no extra charge:

- One-on-one enrollment with an investment advisor
- One-on-one investment advice and financial advice during scheduled worksite service visits
  - Advisor is available for via telephone, email, and web conference
- Comprehensive financial planning and a retirement check-up under the supervision of a Certified Financial Planner® is available to all participants and their direct family members.

To schedule a meeting or to learn more call 800-754-9933, see the **"401(k) Guy"** or send an email to [Service@FinancialFreedomHouse.com](mailto:Service@FinancialFreedomHouse.com)

## Key Contact Information

Call 800-754-9933 or send an email to [Service@FinancialFreedomHouse.com](mailto:Service@FinancialFreedomHouse.com) for any help you need or to request paperwork to:

- Change the amount coming out of your paycheck
- Change your investment elections (this can also be done through the participant web site)
- Apply for a 401(k) loan
- Request a distribution or rollover your account after you terminate employment
- Transfer an account from old 401(k) into this plan

# Participant Notices and Disclosures Packet (2020)



This packet has been designed to contain all of the notices and disclosures your 401(k) retirement plan (“Plan”) is required to provide to you in paper format.

- Participant §404(a)(5) Fee Disclosure
- Summary Plan Description (“SPD”)

If you have any questions regarding these disclosures or your account in the Plan, call 800-754-9933.

In addition to these disclosure documents, the Plan is providing you with general information regarding its operation.

- **Giving investment instructions** - The Plan intends to be an ERISA §404(c) plan. This means that you “exercise control” over some or all of the investments in your account. To direct your Plan investments, you must complete an investment direction form (available by calling 800-754-9933) or make your election on the web site: [www.FFH401k.com](http://www.FFH401k.com). You may direct the investment of all funds held in your self-directed account.
- **Limitations on instructions** - You may give investment instructions on any day the New York Stock Exchange is open for business.
- **Voting and other rights** - The trustee will exercise any voting or other rights associated with ownership of your investments held in your plan account.
- **Designated investment alternatives** - The Plan provides designated investment alternatives into which you can direct the investment of your plan funds. The Comparative Chart provides you with information regarding these designated investment alternatives.
- **Managed asset allocation strategies** - In addition to the individual mutual funds available for you to choose from, the Plan offers five (5) managed asset allocation strategies (model portfolios) comprised of the Plan’s investment options (mutual funds).
  - Conservative Managed Strategy
  - Moderate-Conservative Managed Strategy
  - Moderate Managed Strategy
  - Moderate-Aggressive Managed Strategy
  - Aggressive Managed Strategy

There is no additional charge or extra fees to invest your account in the Plan using these managed strategies.

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## Participant §404(a)(5) Fee Disclosure

This document contains information regarding the fees paid to the outside service providers that the Plan has hired to provide the services necessary for the Plan to operate, remain in compliance, and serve the needs of its participants. These services include plan administration and recordkeeping, participant investment advice, plan investment management, fiduciary compliance, legal services, accounting and auditing, and the internal cost of mutual funds. This is a fee-only plan in which service providers are not compensated by commissions, “finder’s fees”, or other forms of indirect compensation.

The Fee Disclosure is divided into two main sections.

The first section lists the annual fee billed by each of the plan’s service providers. These fees are deducted from Plan assets on a quarterly basis (25% of the annual fee). Fees are generally deducted pro-rata from participant accounts (i.e., based on the relative size of each account). Any revenue sharing or other indirect payments generated by the Plan’s mutual funds are accounted for and are credited back into the mutual funds and participant accounts from which these payments originated. This section also includes the weighted average expense ratio for the mutual funds in the plan. At the bottom we show the total annual cost of plan investments + plan services is shown in both dollars and as a percent of assets.

**One of the features that makes your plan unique is that most of the fees are charged as a flat-dollar amount, not as a percent of plan assets. This means that as the plan continues to grow, fees as a percent of plan assets will automatically decrease.**

In addition to these Plan level fees, individual participants may be billed certain processing fees such as:

- In-service withdrawal @ 59½
- Hardship withdrawal
- Loan origination
- Termination distribution
- QDRO account set up

These processing fees are deducted from the account of the individual participant requesting the transaction.

The second section is a Comparative Chart to help you compare the performance and internal expenses of the Plan’s investment options (mutual funds). This internal expense ratio is the fee charged by the mutual fund company to operate the mutual fund. The rate of return for each mutual fund is reported net of the fund’s internal expense ratio.

## Fees Paid By Plan Participants

Plan Assets: \$2,691,121.87

Participants: 11

This section will review the annual direct and indirect expenses charged against the Plan. Direct expenses will be paid from the plan's assets and deducted from individual plan accounts equally. Indirect expenses are paid through the investments in which you invest. Each investment option may charge an expense ratio that can either be kept in full by the investment manager or used to compensate other service providers for services they provide to the plan.

### Compensation from Plan Participants

#### Direct fees paid to Alliance Benefit Group of Michigan for Recordkeeper services

+ **Annual Plan Recordkeeping and Administration:** Calculated based on the fee schedule (ABG - Annual Plan Adminis \$8,823  
*Administrative fees include a multitude of items that help to support and/or make the 401k process work.*

+ **Annual Plan Recordkeeping and Administration:** \$40.00 per participant fee assessed yearly. \$440  
*Administrative fees include a multitude of items that help to support and/or make the 401k process work.*

#### Direct fees paid to Fiduciary Firewall Administrators for ERISA §3(16) Administrator services

+ **Daily Plan Management & Administration as ERISA §3(16) Fiduciary:** \$1,960.00 flat fee assessed yearly. \$1,960  
*Fiduciary Firewall Administrators, Inc. provides daily plan management and administrative services including the reconciliation and processing of participant contributions, maintenance of participant records, approval and processing of distribution requests, compilation of data for annual plan audit, and other day-to-day administrative and participant services. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.*

#### Direct fees paid to Fiduciary Firewall Advisers for ERISA §3(38) Plan Investment Manager services

+ **Plan Investment Management as ERISA §3(38) Fiduciary:** \$2,150.00 flat fee assessed yearly. \$2,150  
*Fiduciary Firewall Advisers, Inc. is an independent fee-based Registered Investment Advisor ("RIA") and CEFEX-certified investment fiduciary that serves as the plan's discretionary investment manager. Their responsibilities include the selection and monitoring of plan investments, replacement of plan investments when necessary, the construction and oversight of managed strategies ("model portfolios") made available as plan investment options, and the general fiduciary oversight of the plan's investments. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.*

#### Direct fees paid to Fiduciary Firewall Consulting for Plan Governance & Fiduciary Compliance services

+ **Plan Governance & Compliance as ERISA §3(21) Fiduciary:** \$3,525.00 flat fee assessed yearly. \$3,525  
*Fiduciary Firewall Consulting, Inc. is an independent and CEFEX-certified professional fiduciary that provides plan governance and compliance services to the plan and plan trustees. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.*

#### Direct fees paid to Financial Freedom House for ERISA §3(21) Participant Investment Advisor services

+ **Participant Investment Advice as ERISA §3(21) Fiduciary:** \$2,030.00 flat fee assessed yearly. \$2,030  
*Cygnat Financial Freedom House is an independent fee-based Registered Investment Advisor ("RIA") and CEFEX-certified investment fiduciary. Cygnat provides participants with investment advice during one-one-one enrollment meetings, worksite service visits, via the telephone, or other means. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.*

#### Direct fees paid to Schwab Bank for Custodian services

+ **Institutional Custody Services:** 2.50 bps of plan assets assessed yearly. \$673  
*Fees paid to independent institutional custodian to maintain custody of plan assets.*

#### Direct fees paid via the expense ratio to the investment manager

+ **Effective Mgmt Fee:** 25.75 bps of plan assets assessed annually. \$6,930

### Net annual recurring fees

**\$26,531**

0.99% of plan assets or approximately \$9.86 per \$1,000 invested

# Plan Options: Performance and Expenses

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Investors should consider the investment objectives, risks, and charges and expenses of a fund carefully before investing. Prospectuses and, if available, the summary prospectuses, containing this and other information about the fund are available by contacting your financial consultant. Please read the prospectus and summary prospectus carefully before investing to make sure that the fund is appropriate for your goals and risk tolerance. The performance quoted reflects the reinvestment of dividends and capital gains and is net of expenses. It does not reflect the maximum sales charges, which are generally waived for investments within qualified plans. Such charges, if applied, would reduce the performance quoted. **The performance information shown represents past performance and is not a guarantee of future results.** The investment return and principal value of an investment will fluctuate so that the shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information shown. For performance data current to the most recent month-end, please reference the Investment Company Contact Information section.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Large-Cap Equity</b>			
<b>Vanguard 500 Index Admiral (VFIAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 11/13/2000	14.30% - Investment return	10.74% - Investment return	13.66% - Investment return
Oldest Share Class Inception: 08/31/1976	13.13% - Median peer return	9.23% - Median peer return	12.48% - Median peer return
<u>Performance Benchmark</u>	14.15% - Benchmark return	10.54% - Benchmark return	13.72% - Benchmark return
Russell 1000 TR USD	Earned \$143.00 per \$1000 invested	Earned \$537.00 per \$1000 invested	Earned \$1,366.00 per \$1000 invested
	Outperformed 71% of its 1,414 peers	Outperformed 89% of its 1,212 peers	Outperformed 92% of its 1,040 peers
Total Annual Investment Expenses	Investment return since inception is 6.42% for your share class		
0.04% - Expense ratio			
0.80% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.40 annually per \$1000 invested	None		
Costs less than 96% of its 1,468 peers			
<b>Vanguard Total Stock Mkt Idx Adm (VTSAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 11/13/2000	13.44% - Investment return	10.28% - Investment return	13.63% - Investment return
Oldest Share Class Inception: 04/27/1992	13.13% - Median peer return	9.23% - Median peer return	12.48% - Median peer return
<u>Performance Benchmark</u>	14.15% - Benchmark return	10.54% - Benchmark return	13.72% - Benchmark return
Russell 1000 TR USD	Earned \$134.40 per \$1000 invested	Earned \$514.00 per \$1000 invested	Earned \$1,363.00 per \$1000 invested
	Outperformed 54% of its 1,414 peers	Outperformed 76% of its 1,212 peers	Outperformed 91% of its 1,040 peers
Total Annual Investment Expenses	Investment return since inception is 6.87% for your share class		
0.04% - Expense ratio			
0.80% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.40 annually per \$1000 invested	None		
Costs less than 96% of its 1,468 peers			
<b>TIAA-CREF Large-Cap Gr Idx Instl (TILIX)   TIAA Investments   MF</b> <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>			
Your Share Class Inception: 10/01/2002	17.03% - Investment return	13.37% - Investment return	15.33% - Investment return
Oldest Share Class Inception: 10/01/2002	14.82% - Median peer return	11.34% - Median peer return	13.82% - Median peer return
<u>Performance Benchmark</u>	17.10% - Benchmark return	13.43% - Benchmark return	15.41% - Benchmark return
Russell 1000 Growth TR USD	Earned \$170.30 per \$1000 invested	Earned \$668.50 per \$1000 invested	Earned \$1,533.00 per \$1000 invested
	Outperformed 76% of its 1,389 peers	Outperformed 85% of its 1,273 peers	Outperformed 87% of its 1,113 peers
Total Annual Investment Expenses	Investment return since inception is 10.87% for your share class		
0.05% - Expense ratio			
0.95% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.50 annually per \$1000 invested	None		
Costs less than 97% of its 1,426 peers			
<b>TIAA-CREF Large-Cap Value Idx Inst (TILVX)   TIAA Investments   MF</b> <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>			
Your Share Class Inception: 10/01/2002	11.13% - Investment return	7.55% - Investment return	11.88% - Investment return
Oldest Share Class Inception: 10/01/2002	10.11% - Median peer return	7.19% - Median peer return	11.04% - Median peer return
<u>Performance Benchmark</u>	11.21% - Benchmark return	7.61% - Benchmark return	11.96% - Benchmark return
Russell 1000 Value TR USD	Earned \$111.30 per \$1000 invested	Earned \$377.50 per \$1000 invested	Earned \$1,188.00 per \$1000 invested
	Outperformed 62% of its 1,239 peers	Outperformed 59% of its 1,094 peers	Outperformed 75% of its 957 peers
Total Annual Investment Expenses	Investment return since inception is 9.17% for your share class		
0.06% - Expense ratio			
0.87% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.60 annually per \$1000 invested	None		
Costs less than 97% of its 1,269 peers			

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# Plan Options: Performance and Expenses (Cont.)

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Mid-Cap Equity</b>			
<b>Vanguard Mid Cap Index Admiral (VIMAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 11/12/2001	14.39% - Investment return	8.70% - Investment return	13.68% - Investment return
Oldest Share Class Inception: 05/21/1998	9.51% - Median peer return	6.54% - Median peer return	11.64% - Median peer return
	13.71% - Benchmark return	8.66% - Benchmark return	13.70% - Benchmark return
<u>Performance Benchmark</u>	Earned \$143.90 per \$1000 invested	Earned \$435.00 per \$1000 invested	Earned \$1,368.00 per \$1000 invested
Russell Mid Cap TR USD	Outperformed 84% of its 425 peers	Outperformed 87% of its 359 peers	Outperformed 95% of its 307 peers
Total Annual Investment Expenses	Investment return since inception is 9.88% for your share class		
0.05% - Expense ratio			
0.96% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$0.50 annually per \$1000 invested	None		
Costs less than 96% of its 436 peers			
<b>Small-Cap Equity</b>			
<b>DFA US Small Cap I (DFSTX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 03/19/1992	1.41% - Investment return	6.35% - Investment return	12.60% - Investment return
Oldest Share Class Inception: 03/19/1992	4.46% - Median peer return	6.57% - Median peer return	11.69% - Median peer return
	4.90% - Benchmark return	7.37% - Benchmark return	12.27% - Benchmark return
<u>Performance Benchmark</u>	Earned \$14.10 per \$1000 invested	Earned \$317.50 per \$1000 invested	Earned \$1,260.00 per \$1000 invested
Russell 2000 TR USD	Outperformed 20% of its 732 peers	Outperformed 45% of its 626 peers	Outperformed 75% of its 518 peers
Total Annual Investment Expenses	Investment return since inception is 10.02% for your share class		
0.37% - Expense ratio			
1.05% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.70 annually per \$1000 invested	None		
Costs less than 90% of its 738 peers			
<b>Developed International Equity</b>			
<b>DFA International Core Equity I (DFIEX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 09/15/2005	7.67% - Investment return	4.46% - Investment return	5.91% - Investment return
Oldest Share Class Inception: 09/15/2005	10.47% - Median peer return	3.69% - Median peer return	5.28% - Median peer return
	11.26% - Benchmark return	3.81% - Benchmark return	4.94% - Benchmark return
<u>Performance Benchmark</u>	Earned \$76.70 per \$1000 invested	Earned \$223.00 per \$1000 invested	Earned \$591.00 per \$1000 invested
MSCI ACWI Ex USA NR USD	Outperformed 16% of its 742 peers	Outperformed 79% of its 600 peers	Outperformed 78% of its 507 peers
Total Annual Investment Expenses	Investment return since inception is 4.85% for your share class		
0.30% - Expense ratio			
0.91% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.00 annually per \$1000 invested	None		
Costs less than 88% of its 783 peers			
<b>Emerging Market Equity</b>			
<b>DFA Emerging Markets Core Equity I (DFCEX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 04/05/2005	11.61% - Investment return	2.75% - Investment return	4.34% - Investment return
Oldest Share Class Inception: 04/05/2005	13.34% - Median peer return	2.68% - Median peer return	3.99% - Median peer return
	11.85% - Benchmark return	2.93% - Benchmark return	3.78% - Benchmark return
<u>Performance Benchmark</u>	Earned \$116.10 per \$1000 invested	Earned \$137.50 per \$1000 invested	Earned \$434.00 per \$1000 invested
MSCI EM NR USD	Outperformed 39% of its 842 peers	Outperformed 51% of its 662 peers	Outperformed 56% of its 353 peers
Total Annual Investment Expenses	Investment return since inception is 7.22% for your share class		
0.52% - Expense ratio			
1.24% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$5.20 annually per \$1000 invested	None		
Costs less than 90% of its 878 peers			

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# Plan Options: Performance and Expenses (Cont.)

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Real Estate</b>			
<b>DFA Global Real Estate Securities Port</b> (DFGEX)   Dimensional Fund Advisors   MF <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 06/04/2008	24.55% - Investment return	7.82% - Investment return	11.64% - Investment return
Oldest Share Class Inception: 06/04/2008	21.43% - Median peer return	6.01% - Median peer return	8.88% - Median peer return
	23.07% - Benchmark return	7.52% - Benchmark return	11.51% - Benchmark return
<u>Performance Benchmark</u>	Earned \$245.50 per \$1000 invested	Earned \$391.00 per \$1000 invested	Earned \$1,164.00 per \$1000 invested
S&P Global REIT TR USD	Outperformed 86% of its 231 peers	Outperformed 87% of its 198 peers	Outperformed 94% of its 167 peers
Total Annual Investment Expenses	Investment return since inception is 6.58% for your share class		
0.24% - Expense ratio			
1.13% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.40 annually per \$1000 invested	Contractual expense waiver of 0.11%. Expires on 2020-2-28. Gross expense ratio is 0.35%.		
Costs less than 96% of its 232 peers			
<b>Long-Term Fixed Income</b>			
<b>MFS Corporate Bond R6</b> (MFBKX)   MFS   MF <a href="http://www.mfs.com">http://www.mfs.com</a>			
Your Share Class Inception: 06/01/2012	15.69% - Investment return	4.70% - Investment return	<b>5.82% - Investment return</b>
Oldest Share Class Inception: 05/08/1974	14.06% - Median peer return	4.31% - Median peer return	5.59% - Median peer return
	15.36% - Benchmark return	4.63% - Benchmark return	5.55% - Benchmark return
<u>Performance Benchmark</u>	Earned \$156.90 per \$1000 invested	Earned \$235.00 per \$1000 invested	Earned \$582.00 per \$1000 invested
BBgBarc US Corp Bond TR USD	Outperformed 91% of its 220 peers	Outperformed 76% of its 176 peers	Outperformed 68% of its 122 peers
Total Annual Investment Expenses	Investment return since inception is 4.72% for your share class		
0.43% - Expense ratio	<i>Note: Any investment return shown in bold italics was calculated using extended performance data. The oldest share class return adjusted for your share class expense ratio is shown as a proxy.</i>		
0.65% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$4.30 annually per \$1000 invested	None		
Costs less than 76% of its 223 peers			
<b>Intermediate Fixed Income</b>			
<b>TIAA-CREF Bond Instl</b> (TIBDX)   TIAA Investments   MF <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>			
Your Share Class Inception: 07/01/1999	11.51% - Investment return	3.76% - Investment return	4.32% - Investment return
Oldest Share Class Inception: 07/01/1999	10.79% - Median peer return	3.22% - Median peer return	4.30% - Median peer return
	11.35% - Benchmark return	3.48% - Benchmark return	4.11% - Benchmark return
<u>Performance Benchmark</u>	Earned \$115.10 per \$1000 invested	Earned \$188.00 per \$1000 invested	Earned \$432.00 per \$1000 invested
BBgBarc US Universal TR USD	Outperformed 73% of its 626 peers	Outperformed 84% of its 534 peers	Outperformed 52% of its 467 peers
Total Annual Investment Expenses	Investment return since inception is 5.17% for your share class		
0.30% - Expense ratio			
0.70% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.00 annually per \$1000 invested	None		
Costs less than 96% of its 636 peers			
<b>DFA Intermediate Govt Fixed-Income I</b> (DFIGX)   Dimensional Fund Advisors   MF <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 10/19/1990	11.81% - Investment return	3.01% - Investment return	3.45% - Investment return
Oldest Share Class Inception: 10/19/1990	8.60% - Median peer return	2.12% - Median peer return	2.66% - Median peer return
	10.99% - Benchmark return	2.71% - Benchmark return	3.01% - Benchmark return
<u>Performance Benchmark</u>	Earned \$118.10 per \$1000 invested	Earned \$150.50 per \$1000 invested	Earned \$345.00 per \$1000 invested
BBgBarc US Government TR USD	Outperformed 99% of its 237 peers	Outperformed 99% of its 233 peers	Outperformed 96% of its 200 peers
Total Annual Investment Expenses	Investment return since inception is 6.03% for your share class		
0.13% - Expense ratio			
0.71% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.30 annually per \$1000 invested	None		
Costs less than 93% of its 237 peers			

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# Plan Options: Performance and Expenses (Cont.)

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Intermediate Fixed Income (Cont.)</b>			
<b>Vanguard GNMA Adm (VFIJX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 02/12/2001	8.46% - Investment return	2.56% - Investment return	3.35% - Investment return
Oldest Share Class Inception: 06/27/1980	8.60% - Median peer return	2.12% - Median peer return	2.66% - Median peer return
	10.99% - Benchmark return	2.71% - Benchmark return	3.01% - Benchmark return
<u>Performance Benchmark</u>	Earned \$84.60 per \$1000 invested	Earned \$128.00 per \$1000 invested	Earned \$335.00 per \$1000 invested
BBgBarc US Government TR USD	Outperformed 41% of its 237 peers	Outperformed 91% of its 233 peers	Outperformed 93% of its 200 peers
Total Annual Investment Expenses	Investment return since inception is 4.48% for your share class		
0.11% - Expense ratio			
0.71% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.10 annually per \$1000 invested	None		
Costs less than 93% of its 237 peers			
<b>International Fixed Income</b>			
<b>DFA World ex US Government Fxd Inc I (DWFIX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 12/06/2011	11.92% - Investment return	5.10% - Investment return	N/Av
Oldest Share Class Inception: 12/06/2011	10.46% - Median peer return	3.52% - Median peer return	4.24% - Median peer return
	10.67% - Benchmark return	3.93% - Benchmark return	4.12% - Benchmark return
<u>Performance Benchmark</u>	Earned \$119.20 per \$1000 invested	Earned \$255.00 per \$1000 invested	
BBgBarc Global Aggregate TR Hdg USD	Outperformed 82% of its 98 peers	Outperformed 96% of its 73 peers	
Total Annual Investment Expenses	Investment return since inception is 5.05% for your share class		
0.20% - Expense ratio			
0.73% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.00 annually per \$1000 invested	Contractual expense waiver of 0.01%. Expires on 2020-2-28. Gross expense ratio is 0.21%.		
Costs less than 88% of its 106 peers			
<b>High Yield Fixed Income</b>			
<b>Vanguard High-Yield Corporate Adm (VWEAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 11/12/2001	10.53% - Investment return	5.20% - Investment return	7.37% - Investment return
Oldest Share Class Inception: 12/27/1978	7.43% - Median peer return	4.09% - Median peer return	6.77% - Median peer return
	8.32% - Benchmark return	5.17% - Benchmark return	7.68% - Benchmark return
<u>Performance Benchmark</u>	Earned \$105.30 per \$1000 invested	Earned \$260.00 per \$1000 invested	Earned \$737.00 per \$1000 invested
ICE BofAML US High Yield TR USD	Outperformed 96% of its 724 peers	Outperformed 91% of its 619 peers	Outperformed 83% of its 475 peers
Total Annual Investment Expenses	Investment return since inception is 6.70% for your share class		
0.13% - Expense ratio			
0.87% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.30 annually per \$1000 invested	None		
Costs less than 97% of its 742 peers			
<b>Commodities</b>			
<b>DFA Commodity Strategy Institutional (DCMSX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 11/09/2010	-1.99% - Investment return	-5.94% - Investment return	N/Av
Oldest Share Class Inception: 11/09/2010	-3.78% - Median peer return	-6.36% - Median peer return	-4.65% - Median peer return
	-5.01% - Benchmark return	-7.21% - Benchmark return	-2.69% - Benchmark return
<u>Performance Benchmark</u>	Lost \$19.90 per \$1000 invested	Lost \$297.00 per \$1000 invested	
Morningstar Lng-Only Cmdty TR USD	Outperformed 78% of its 130 peers	Outperformed 56% of its 108 peers	
Total Annual Investment Expenses	Investment return since inception is -5.50% for your share class		
0.32% - Expense ratio			
1.03% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.20 annually per \$1000 invested	None		
Costs less than 94% of its 135 peers			

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## Plan Options: Performance and Expenses (Cont.)

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Allocation</b>			
<b>Vanguard Wellesley Income Admiral</b> (VWIAX)   Vanguard   MF	<a href="http://www.vanguard.com">www.vanguard.com</a>		
Your Share Class Inception: 05/14/2001	13.92% - Investment return	6.42% - Investment return	8.20% - Investment return
Oldest Share Class Inception: 07/01/1970	9.59% - Median peer return	4.28% - Median peer return	6.32% - Median peer return
	11.65% - Benchmark return	5.06% - Benchmark return	6.28% - Benchmark return
<u>Performance Benchmark</u>	Earned \$139.20 per \$1000 invested	Earned \$321.00 per \$1000 invested	Earned \$820.00 per \$1000 invested
Morningstar Mod Con Tgt Risk TR USD	Outperformed 96% of its 568 peers	Outperformed 96% of its 459 peers	Outperformed 91% of its 353 peers
Total Annual Investment Expenses	Investment return since inception is 7.03% for your share class		
0.16% - Expense ratio	-----		
0.99% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.60 annually per \$1000 invested	None		
Costs less than 98% of its 569 peers			
<b>Other / Specialty</b>			
<b>Vanguard Health Care Adm</b> (VGHAX)   Vanguard   MF	<a href="http://www.vanguard.com">www.vanguard.com</a>		
Your Share Class Inception: 11/12/2001	8.24% - Investment return	7.50% - Investment return	14.35% - Investment return
Oldest Share Class Inception: 05/23/1984	7.51% - Median peer return	7.21% - Median peer return	15.41% - Median peer return
	7.93% - Benchmark return	9.30% - Benchmark return	15.44% - Benchmark return
<u>Performance Benchmark</u>	Earned \$82.40 per \$1000 invested	Earned \$375.00 per \$1000 invested	Earned \$1,435.00 per \$1000 invested
S&P 1500 Health Care TR	Outperformed 63% of its 147 peers	Outperformed 52% of its 133 peers	Outperformed 37% of its 121 peers
Total Annual Investment Expenses	Investment return since inception is 10.37% for your share class		
0.28% - Expense ratio	-----		
0.92% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.80 annually per \$1000 invested	None		
Costs less than 95% of its 160 peers			

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## Appendix - Fee Schedules

Any fee schedule utilized in the previous report sections will be shown below for additional details and clarity on the calculation process.

**Plan Assets:** \$2,691,121.87      **# of Participants:** 11

### Compensation Fee Schedules

#### ABG - Annual Plan Administration and Recordkeeping - (35)

Your fee tier will be assigned based on the total assets in your plan. The minimum and maximum total assets for each tier will be identified below. Since this is a tiered fee schedule, many tiers may be assessed depending on your current total assets. Any applicable tier will be highlighted in yellow below. The yearly \$ amount will be calculated by multiplying the plan assets for that tier by the basis points (1/100 of a percent) shown.

Minimum total assets	Maximum total assets	Fee Amount (basis points)	Plan assets multiplier	Yearly \$ amount	Annual \$ amount
1.00	1,500,000.00	35.00	1,500,000.00	5,250.00	5,250.00
1,500,001.00	3,000,000.00	30.00	1,191,121.87	3,573.37	3,573.37
3,000,001.00	6,000,000.00	25.00			
6,000,001.00	and up	20.00			
<b>Total annual \$ amount for your plan</b>					<b>\$8,823.37</b>

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## **Summary Plan Description (“SPD”)**

This is the official legal document that describes how the Plan operates and your rights as a Plan participant. In the event of a discrepancy between the SPD and any information contained in this enrollment kit or other material as may be distributed from time to time, the SPD shall control.

**RAYMOND SKOWRONSKI, JR., D.D.S., P.C. 401(K) PROFIT SHARING PLAN AND TRUST**

**SUMMARY PLAN DESCRIPTION**

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# RAYMOND SKOWRONSKI, JR., D.D.S., P.C. 401(K) PROFIT SHARING PLAN AND TRUST

## SUMMARY PLAN DESCRIPTION

### INTRODUCTION TO YOUR PLAN

#### What kind of Plan is this?

Raymond Skowronski, Jr., D.D.S., P.C. 401(k) Profit Sharing Plan and Trust ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan.

#### What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

In this Summary, your Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other Plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan. Your Employer will notify you if the provisions of the Plan that are described in this SPD change.

**Types of contributions.** The following types of contributions may be made under this Plan:

- Employee salary deferrals including Roth 401(k) deferrals
- Employer safe harbor contributions
- Employer matching contributions
- Employer profit sharing contributions
- Employee "rollover" contributions

## ARTICLE I PARTICIPATION IN THE PLAN

#### How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

#### All Contributions

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- certain nonresident aliens who have no earned income from sources within the United States
- leased employees

**Eligibility conditions.** You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 21.
- completion of one (1) Year of Service.

**Entry Date.** Your Entry Date will be the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date you satisfy the eligibility requirements.

#### **Safe Harbor Contributions**

Participants who are eligible to make salary deferrals to the Plan are generally eligible for the safe harbor contribution described in the Article entitled "Employer Contributions" in this SPD. However, see this Article for certain exceptions.

#### **How is my service determined for purposes of Plan eligibility?**

**Year of Service.** You will be credited with a Year of Service at the end of the twelve month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service during such period. If you have not been credited with 1,000 Hours of Service by the end of such period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

#### **What service is counted for purposes of Plan eligibility?**

**Service with the Employer.** In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year eligibility Break in Service rule.** The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment after incurring five 1-Year Breaks in Service, you would have to resatisfy any minimum service requirements under the Plan.

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

#### **What happens if I'm a Participant, terminate employment and then I'm rehired?**

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan.

## ARTICLE II EMPLOYEE CONTRIBUTIONS

### **What are salary deferrals and how do I contribute them to the Plan?**

**Salary deferrals.** As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

**Pre-Tax 401(k) deferrals.** If you elect to make Pre-Tax 401(k) deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

**Roth 401(k) deferrals.** If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

**Deferral procedure.** The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Administrator. The procedure will require that you enter into a salary deferral agreement after you satisfy the Plan's eligibility requirements. You may elect to defer a portion of your salary as of your Entry Date or on any payroll period thereafter. Such election will become effective as soon as administratively feasible after it is received by the Administrator. Your election will remain in effect until you modify or terminate it.

**Deferral modifications.** You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make any other modification as of each payroll period or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Administrator.

**Deferral Limit.** As a Participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. Such election will also apply to irregular pay (e.g., bonuses) unless a separate elective deferral election is made for irregular pay. Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2016 is \$18,000. After 2016, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit. The Administrator will notify you of the maximum percentage you may defer.

**Catch-up contributions.** If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2016 is \$6,000. After 2016, the maximum may increase for cost-of-living adjustments.

**Annual dollar limit.** You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Administrator not later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan your Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings to you by April 15th.

**Allocation of deferrals.** The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

**Distribution of deferrals.** The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD.

### **What are "rollover" contributions?**

**Rollover contributions.** At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs.

Such a deposit is called a "rollover" contribution and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your "rollover" contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your "rollover account." Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of "rollover" contributions.** You may withdraw the amounts in your "rollover account" at any time.

### **ARTICLE III EMPLOYER CONTRIBUTIONS**

In addition to any deferrals you elect to make, your Employer will make additional contributions to the Plan. This Article describes Employer contributions that will be made to the Plan and how your share of the contribution is determined.

#### **What is the safe harbor contribution?**

**Safe harbor 401(k) plan.** This Plan is referred to as a safe harbor 401(k) plan. If your Employer elects to satisfy the "safe harbor" rules, then before the beginning of each Plan Year, you will be provided with a comprehensive notice of your rights and obligations under the Plan. However, if you become eligible to participate in the Plan after the beginning of the Plan Year, then the notice will be provided to you on or before the date you are eligible. A safe harbor 401(k) plan is a plan design where your Employer commits to making certain contributions described below. This commitment to make contributions enables your Employer to simplify the administration of the Plan by ensuring that nondiscrimination regulations are met, which is why it is called a "safe harbor" plan.

**Safe harbor matching contribution.** In order to maintain "safe harbor" status, your Employer will make a safe harbor matching contribution equal to 100% of your salary deferrals that do not exceed 3% of your compensation plus 50% of your salary deferrals between 3% and 5% of your compensation. This safe harbor matching contribution is 100% vested (see the Article in this SPD entitled "Vesting").

For purposes of calculating the safe harbor matching contribution, your compensation and deferrals will be determined on an annual basis. For example, if you defer 6% of compensation for six months and then change your deferral to 0% for the remaining six months of the year, then you will have deferred 3% for the purposes of determining your matching contribution.

**Eligible Participants.** In general, Participants who are eligible to make salary deferrals to the Plan are entitled to the safe harbor contribution. However, the following Participants are not eligible for the safe harbor contribution:

- highly compensated employees (generally more than 5% owners and certain family members (regardless of how much they earn), or individuals receiving wages in excess of certain amounts established by law) are excluded unless the Employer, in its discretion, decides to make a contribution for these employees (the contribution may be any amount that does not exceed the safe harbor contribution)

#### **What is the Employer matching contribution and how is it allocated?**

**Matching contribution.** Your Employer may make a discretionary matching contribution equal to a uniform percentage of each tier of your salary deferrals. Each year, your Employer will determine the amount of the discretionary percentage.

**Limit on matching contribution.** Regardless of the preceding, the discretionary matching contribution in any Plan Year will not exceed 4% of your compensation.

**Allocation conditions.** You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

#### **What is the Employer profit sharing contribution and how is it allocated?**

**Profit sharing contribution.** Each year, your Employer may make a discretionary profit sharing contribution to your account.

**Allocation conditions.** In order to share in the profit sharing contribution for a Plan Year, you must satisfy the following conditions:

- If you are employed on the last day of the Plan Year, you will share if you completed a Year of Service during the Plan Year.
- If you terminate employment (not employed on the last day of the Plan Year), you will not share regardless of the amount of service you completed during the Plan Year.



- You will share in the profit sharing contribution for the year regardless of the amount of service you completed during the Plan Year in the year of your death, disability or termination of employment after Normal Retirement Age. This waiver of allocation conditions will only apply once during your employment history with the Employer (e.g., if you retire, are rehired and then retire again, the waiver only applies to your initial retirement).

**How is my service determined for allocation purposes?**

**Year of Service.** You will have completed a Year of Service for a Plan Year if you have completed at least 1,000 Hours of Service during the Plan Year.

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

**What are forfeitures and how are they allocated?**

**Definition of forfeitures.** In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the Terminated Participant's account balance remains in the Plan and is called a forfeiture.

**Allocation of forfeitures.** The Employer may use forfeitures to pay Plan expenses or to reduce amounts otherwise required to be contributed to the Plan. In some cases, however, forfeitures will be reallocated to Participants as though they are additional Employer contributions.

**ARTICLE IV  
COMPENSATION AND ACCOUNT BALANCE**

**What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. In addition, salary reductions to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included in Compensation. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan.

**All Contributions**

**Adjustments to compensation.** The following adjustments to compensation will be made:

- compensation paid after you terminate employment is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
  - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
  - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

**Is there a limit on the amount of compensation which can be considered?**

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2016 is \$265,000. After 2016, the dollar limit may increase for cost-of-living adjustments.

**Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions (excluding "catch-up contributions") that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2016, this total cannot exceed the lesser of \$53,000 or 100% of your annual compensation. After 2016, the dollar limit may increase for cost-of-living adjustments.

**How is the money in the Plan invested?**

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of this Plan. The Trust Fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including your Employer, the Trustee and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

**Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

**Terminated employee.** After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

**ARTICLE V  
VESTING**

**What is my vested interest in my account?**

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"
- safe harbor contributions
- "rollover" contributions

**Vesting schedules.** Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

**Employer Profit Sharing Contributions**

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule. You will always, however, be 100% vested in your profit sharing contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Profit Sharing Contributions	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

**Employer Matching Contributions**

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule. You will always, however, be 100% vested in your matching contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Matching Contributions	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

**How is my service determined for vesting purposes?**

**Year of Service.** To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

#### **What service is counted for vesting purposes?**

**Service with the Employer.** In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year Break in Service rule.** The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

#### **What happens to my non-vested account balance if I'm rehired?**

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five 1-Year Breaks in Service, your account balance as of your termination date will be restored, unadjusted for any gains or losses.

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-Year Breaks in Service.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your Employer will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of reemployment, or, if earlier, before you incur five 1-Year Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

#### **What happens if the Plan becomes a "top-heavy plan"?**

**Top-heavy plan.** A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." "Key employees" are certain owners or officers of your Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to "key employees." Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

**Top-heavy rules.** If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- Your Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a Participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

**ARTICLE VI  
DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS**

**Can I withdraw money from my account while working?**

**In-service distributions.** You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

**Conditions and limitations.** Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 59 1/2

In addition, you may receive a distribution from the Plan of all or a portion of your account balance attributable to money purchase contributions prior to termination of employment provided you have attained age 62.

The following limitations apply to in-service distributions from certain accounts. These limitations do not apply to accounts attributable to money purchase contributions:

- In-service distributions can only be made from accounts which are 100% vested.

Also, the law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans (such as safe harbor contributions). Ask the Administrator if you need more details.

**Qualified reservist distributions.** Effective as of September 12, 2001, if you were/are: (i) a reservist or national guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

**Can I withdraw money from my account in the event of financial hardship?**

**Hardship distributions.** You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

**Qualifying expenses.** A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependents or necessary for you, your spouse or your dependents to obtain medical care.
- costs directly related to the purchase of your principal residence (excluding mortgage payments).
- tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or your dependents.
- amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents.
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

**Conditions.** If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

- (a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

(b) You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans that your Employer maintains; and

(c) That you will not make any salary deferrals for at least six (6) months after your receipt of the hardship distribution. If your salary deferrals are suspended, then your deferral election that was in place prior to the suspension will continue in effect after the suspension.

**Account restrictions.** There are restrictions placed on hardship distributions which are made from certain accounts. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules that apply to 401(k) plans (such as safe harbor contributions). Generally, the only amounts that can be distributed to you on account of a hardship from these accounts are your salary deferrals. The earnings on your salary deferrals and special Employer contributions may not be distributed to you on account of a hardship. Ask the Administrator if you need further details.

## **ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

### **When can I get money out of the Plan?**

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination and Hardship Distributions" for a further explanation.)

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then, effective The later of the effective date of the Plan or January 1, 2007, the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

### **What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

**Treatment of "rollover" contributions for consent to distribution.** In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your "rollover account" will not be considered as part of your benefit.

### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

**Payment of benefits.** If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **How will my benefits be paid to me?**

**Lump-sum distributions.** All distributions from the Plan will be made in a single lump-sum payment. If your vested account balance exceeds \$5,000, you must consent to the distribution before it may be made.

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should contact the Administrator if you think you may be affected by these rules.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash only.

### **ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH**

#### **What happens if I die while working for the Employer?**

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

#### **Who is the beneficiary of my death benefit?**

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

**Unmarried Participant.** If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse

- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

**How will the death benefit be paid to my beneficiary?**

**Lump-sum distributions.** The death benefit will be paid to your beneficiary in a single lump-sum payment.

**When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Under the Plan, your entire death benefit must be paid to your beneficiaries within five years after your death.

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

**What happens if I'm a Participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

**ARTICLE IX  
TAX TREATMENT OF DISTRIBUTIONS**

**What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

You will not be taxed on distributions of your Roth 401(k) deferrals. In addition, a distribution of the earnings on the Roth 401(k) deferrals will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth 401(k) deferral to our Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later.

**Qualified reservist distributions.** Effective as of September 12, 2001, if you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

**Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or direct transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

**60-day rollover.** The rollover of all or a portion of the distribution to an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described below would be the better choice.



**Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Automatic IRA rollover.** If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$0.01 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Tax notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

## **ARTICLE X LOANS**

### **Is it possible to borrow money from the Plan?**

Yes, you may request a Participant loan from all your accounts using an application form provided by the Administrator. Your ability to obtain a Participant loan depends on several factors. The Administrator will determine whether you satisfy these factors.

### **What are the loan rules and requirements?**

There are various rules and requirements that apply to any loan, which are outlined in this question. In addition, your Employer has established a written loan program which explains these requirements in more detail. You can request a copy of the loan program from the Administrator. Generally, the rules for loans include the following:

- Loans are available to Participants on a reasonably equivalent basis. Each loan requires an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan. All loan applications will be considered by the Administrator within a reasonable time after the Participant applies for the loan. The Administrator may request that you provide additional information to make a determination.
- All loans must be adequately secured. You must sign a promissory note along with a loan pledge. Generally, you must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan. In certain cases, the Administrator may require you to provide additional collateral to receive a loan.
- You will be charged a commercially reasonable rate of interest. The Administrator will determine a reasonable rate of interest by reviewing the interest rates charged for similar types of loans by other lenders. The interest rate will be fixed for the duration of the loan.
- If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. Generally, the term of your loan may not exceed five (5) years. However, if the loan is for the purchase of your principal residence, the Administrator may permit a longer repayment term. Generally, the Administrator will require that you repay your loan by agreeing to either payroll deduction or payment by check (for prepayments only). If you have an unpaid leave of absence or go on military leave while you have an outstanding loan, please contact the Administrator to find out your repayment options.
- All loans will be considered a directed investment of your account under the Plan. All payments of principal and interest by you on a loan will be credited to your account.
- The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. Any new loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:
  - (a) \$50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or

(b) 1/2 of your vested interest in the Plan.

- No loan in an amount less than \$1,000 will be made.
- The maximum number of Plan loans that you may have outstanding at any one time is 1.
- If you fail to make payments when they are due under the terms of the loan, you will be considered to be "in default." The Administrator will consider your loan to be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan. This could include filing a lawsuit or foreclosing on the security for the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.
- If you terminate employment, your loan generally becomes due and payable in full immediately. You may repay the entire outstanding balance of the loan (including any accrued interest). If you do not repay the entire outstanding loan balance, your vested account balance will be reduced by the remaining outstanding balance of the loan. Contact the Administrator for additional details.

The Administrator may periodically revise the Plan's loan program. If you have any questions on Participant loans or the current loan program, please contact the Administrator.

## **ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES**

### **Are my benefits protected?**

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Plan loan), given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

### **Are there any exceptions to the general rule?**

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a "qualified domestic relations order" is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a "qualified domestic relations order" is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

### **Can the Plan be amended?**

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

### **How do I submit a claim for Plan benefits?**

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the 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.

### **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- (e) In the case of disability benefits where disability is determined by a physician:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

### **What is the Claims Review Procedure?**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician, then the Claims Review Procedure provides that:

- (a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- (b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
- (c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- (d) The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) 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.
- (d) In the case of disability benefits where disability is determined by a physician:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits which is denied, then you may file suit in a state or federal court. However, in order to do so, you must file the suit not later than 180 days after the Administrator makes a final determination to deny your claim.

## **What are my rights as a Plan Participant?**

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 are entitled to:

- (a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report.

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 your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer 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 or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the "qualified domestic relations order" (QDRO) procedures from the Administrator.

If it should happen that 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. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

## **What can I do if I have questions or my rights are violated?**

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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.

## **ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

### **Plan Name**

The full name of the Plan is Raymond Skowronski, Jr., D.D.S., P.C. 401(k) Profit Sharing Plan and Trust.

### **Plan Number**

Your Employer has assigned Plan Number 001 to your Plan.

### **Plan Effective Dates**

**Effective Date.** This Plan was originally effective on January 1, 1994. The amended and restated provisions of the Plan become effective

on December 1, 2016.

**Other Plan Information**

**Valuation date.** Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

**Plan Year.** The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

The Plan and Trust will be governed by the laws of Michigan to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

**Employer Information**

Your Employer's name, contact information and identification number are:

Raymond Skowronski, Jr. D.D.S., P.C.  
37300 Schoenherr Road  
Sterling Heights, Michigan 48312  
38-3177623  
Telephone: 586-977-8413

**Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Raymond Skowronski, Jr. D.D.S., P.C.  
37300 Schoenherr Road  
Sterling Heights, Michigan 48312  
Telephone: 586-977-8413

**Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a Trust Fund. The Trustee is responsible for the safekeeping of the Trust Fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a Trust Fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

Raymond Skowronski, Jr. D.D.S., Trustee  
  
37300 Schoenherr Road  
Sterling Heights, Michigan 48312  
Telephone: 586-977-8413