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## Announcement Regarding our 401(k) Plan

We sponsor **The 401(k) Retirement Savings Plan for Employees of NTSA Employers.**

- The Plan permits Participants to make the following Elective Deferrals to the Plan:
  - Salary Reduction Contributions (i.e. 401(k) contributions)
  - Catch-Up Contributions
  - Military Make-Up Contributions
- The Plan provides for Employer Safe-Harbor Matching Contributions. See the enclosed **Safe-Harbor Annual Notice & Summary Plan Description**. Please note that this item references certain dollar limits that are adjusted periodically. If you request an enrollment kit from Correll Co., it will contain the Participant Update, which discloses the current year's limits. In addition, once you have access to the plan's website, you can download a copy of the current year's Participant Update.
- Rollovers into the Plan are permitted, even if you are not yet a Participant.
- The following are the Investment Options available under the Plan:

American Funds AMCAP Fund-A (AMCPX)	American Funds Investment Company of America-A (AIVSX)
American Funds American Balanced Fund-A (ABALX)	American Funds New Economy Fund-A (ANEFX)
American Funds American Mutual Fund-A (AMRMX)	American Funds New Perspective Fund-A (ANWPX)
American Funds Capital Income Builder-A (CAIBX)	American Funds New World Fund-A (NEWFX)
American Funds Capital World Growth & Income Fund-A (CWGIX)	American Funds SMALLCAP World Fund-A (SMCWX)
American Funds EuroPacific Growth Fund-A (AEPGX)	American Funds US Government Securities Fund-A (AMUSX)
American Funds Fundamental Investors-A (ANCFX)	American Funds Washington Mutual Investors Fund-A (AWSHX)
American Funds Growth Fund of America-A (AGTHX)	MetLife Stable Value Solutions Fund Fee CI 40
American Funds Income Fund of America-A (AMECX)	Brokerage Account
American Funds Intermediate Bond Fund of America-A (AIBAX)	

**An enrollment kit can be obtained from Correll Co., the Plan's third-party administration firm:**

- **If you have access to the Internet, you can request the kit by pointing your browser to [www.correllco.com](http://www.correllco.com) and then selecting the option on that page for Participants. That page has a link to request Enrollment materials.**
- **If you do not have access to the Internet, you may use the enclosed Enrollment Kit Request Postcard to obtain a kit from Correll Co., or you can call Correll Co. InfoLine at 1-888-676-4015 from 9 a.m. to 4:30 p.m. Central time on Monday through Friday.**

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# Safe-Harbor Annual Notice & Summary Plan Description

## The 401(k) Retirement Savings Plan for Employees of NTSA Employers sponsored by Universal Information Systems, Inc. d\ba Unitemp Temporary Personnel

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### Introduction

**This Notice & Summary provides you with information that you should consider before you decide whether to make Elective Deferrals from your pay for the Plan Year referenced above.**

This Notice & Summary is not the actual plan document, nor is it a substitute for the actual plan document. In the event there is a conflict between actual provisions of the plan and this Notice & Summary, the actual plan provisions will control. A Participant or beneficiary is entitled to examine the actual plan document, as explained in ERISA Rights.

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### Plan Information

<b>Plan Name:</b>	The 401(k) Retirement Savings Plan for Employees of NTSA Employers
<b>Trust Name:</b>	The 401(k) Retirement Savings Plan for Employees of NTSA Employers
<b>Plan Number:</b>	002
<b>Plan Year:</b>	January 1 through December 31
<b>Plan Effective Date:</b>	November 1, 2000

Contributions made to the Plan are held in trust by the Plan Trustees. The Plan is governed by the applicable laws of the United States of America and the State in which the Plan Sponsor maintains its principal place of business.

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### Employer / Plan Sponsor Information

<b>Employer:</b>	Universal Information Systems, Inc. d\ba Unitemp Temporary Personnel
<b>Employer's Address:</b>	65 Ramapo Valley Rd., STE 103, Mahwah, NJ 07430-1135
<b>Employer's Tax-Id (EIN):</b>	22-1868097
<b>Employer's Telephone Number:</b>	800-864-8367
<b>Plan Sponsor:</b>	Employer

A copy of the official Plan documents is available for inspection at the principal office of the Plan Sponsor.

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### Plan / Third-Party Administrator Information

The Plan Administrator is the persons or entities selected to administer the Plan and empowered to interpret its provisions. The Employer is the named Plan Administrator, and the functions of Plan Administrator are performed by Employer personnel; however, certain responsibilities of the Plan Administrator have been delegated to Correll Co. under an agreement between the Employer and Correll Co. Correll Co. is a professional third-party administration firm.

<b>Plan Administrator:</b>	Employer
<b>Plan Administrator's Address:</b>	Employer's Address
<b>Third-Party Administrator (TPA):</b>	Correll Co.
<b>TPA's Address:</b>	9655 S. 78th Ave. Hickory Hills, IL 60457-2211
	<b>InfoLine:</b> 1-(888)-676-4015 <b>Fax:</b> 1-(708)-599-5356
	<b>Website:</b> <a href="http://www.correllco.com">http://www.correllco.com</a>

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### Plan Trustee Information

<b>Trustee(s):</b>	Theodore S. Kissel, Jr., Mary Kissel Patrick
<b>Trustee(s) Address:</b>	Employer's Address

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### Named Plan Fiduciary Information

<b>Named Fiduciaries:</b>	Employer
<b>Named Fiduciary's Addresses:</b>	see above

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### Service of Legal Process

The Plan's Agent for Service of Legal Process is the Plan Sponsor.

## Eligibility Requirements

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The Plan provides for the following Eligibility Requirements:

- An Employee becomes a Participant on the first Entry date coinciding with or next following the date which is 3 months after his or her date of employment, for the following portions of the Plan:
  - Elective Deferrals
  - Employer Safe-Harbor Matching Contributions

Entry Date for these portions of the Plan means the first day of each calendar month.

- An Employee becomes a Participant on the first Entry date coinciding with or next following the date he or she becomes an Employee, for the following portion of the Plan:
  - Rollover contributions

Entry Date for this portion of the Plan means the date the Eligibility Requirements are met.

However, the following Employees are **not** eligible to participate in this Plan for any purpose:

- Members of a collective bargaining unit covered by an agreement that the U.S. Secretary of Labor finds to be a collective bargaining agreement between Employee representatives and the Employer, and with which the Employer has bargained pension benefits in good faith

An individual who has satisfied the Eligibility Requirements for a particular contribution type as described above shall become a Participant provided that he or she is also still an Employee on the respective Entry Date for the type.

## Crediting of Eligibility Service

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For purposes of measuring Eligibility Service, service with other employers who have sponsored The 401(k) Retirement Savings Plan for Employees of NTSA Employers will be recognized.

## Compensation

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Compensation means the total amount paid to the Employee during the Compensation Period for services rendered to the Employer, including wages, salary, overtime, bonuses, commission, tips, fees for professional services.

Compensation shall **include**:

- any Elective Deferrals under Sections 401(k), 125 (cafeteria plan), 403(b), 457(b), or 132(f) (qualified transportation benefit plan) made by the Employer on behalf of the Employee to any plan maintained by the Employer (including this Plan)
- any of the following amounts **paid after a Participant's severance from employment with the Employer maintaining the Plan**:
  - regular compensation for services during the Participant's regular working hours (other than amounts not recognized as Compensation by the Plan), provided that such amounts would have been paid if the Participant had continued in employment with the Employer, and are paid by the later of 2-1/2 months after severance from employment or by the end of the Compensation Period in which the severance from employment occurs
  - unused accrued bona fide sick, vacation, or other leave, provided that the Participant would have been able to use the leave if employment had continued, and such amounts are paid by the later of 2-1/2 months after severance from employment or by the end of the Compensation Period in which the severance from employment occurs

Compensation shall **exclude**:

- differential wage payments, if any, made by the Employer after December 31, 2008 with respect to any period of more than 30 days during which an individual is performing service in the uniformed services while on active duty
- reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, deferred compensation, and welfare benefits

As required by law, an Employee's compensation in excess of \$260,000 (for Plan Years beginning in 2014 and adjusted periodically for future cost of living increases) will be disregarded.

## Compensation Period

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The twelve-month period for measuring Compensation is the Plan Year.

## **Employee Contributions permitted under the Plan**

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The law allows various types of Employee Contributions. This Plan has the following provisions:

- Elective Deferrals:
  - Salary Reduction Contributions are accepted by the Plan.
  - Roth 401(k) Contributions are **not** accepted by the Plan.
  - Catch-Up Contributions are accepted by the Plan.
  - Military Make-Up Contributions are accepted by the Plan.
- Participant After-Tax Contributions are **not** accepted by the Plan
- Rollover Contributions are accepted by the Plan

### **Salary Reduction Contributions**

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This Plan includes a 401(k) arrangement under which each Participant may elect to have the Employer contribute a portion of his or her Compensation to the Plan. So that the Participant's Salary Reduction Contributions can be made before federal and state (except for Pennsylvania) income taxes, they are made from reductions in pay the Participant would otherwise receive from the Employer. The contributions the Employer makes under that election are called "Salary Reduction Contributions".

Salary Reductions are applied to Compensation determined before reduction for elective contributions made by the Employer to another Plan on behalf of the Participant.

Neither Social Security taxes nor benefits are affected by Salary Reduction Contributions. Social Security taxes under the Federal Insurance Contributions Act (*FICA*) apply to the Participant's pay before Salary Reduction Contributions, and the amount added to his or her Social Security earnings record is his or her pay before the pay is reduced by the amount of Salary Reduction Contributions.

Participants are not required to make Salary Reduction Contributions. Each Participant can make a written election on the forms provided by the Plan Administrator for this purpose to contribute a specified amount from his or her Compensation (subject to the **Limitations on Elective Deferrals** section below), or not to make any Salary Reduction Contributions at all. (See the **Changes to Elective Deferral Agreements** sections below for an explanation of the procedure for making changes to elections.)

### **Catch-Up Contributions**

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The Plan permits eligible Participants to make Catch-Up Contributions in addition to their regular Elective Deferrals. Under this provision, an eligible Participant may make additional deferrals for a calendar year.

#### **Eligibility Requirements for Catch-Up Contributions**

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A Participant is eligible to make such Catch-Up contributions if **all** of the following conditions are met:

- He or she has met the Plan's age and service requirements to be eligible to make regular Elective Deferrals (i.e. Elective Deferrals not attributable to the Catch-Up rule) under the Plan.
- He or she is at least age 50 at any time during the calendar year. The Participant can elect to make Catch-Up contributions to the Plan before actually attaining age 50, as long as he or she attains age 50 before the close of that calendar year.
- He or she will be prevented from making further Elective Deferrals for the calendar year, due to **at least one** of the following limits:
  - He or she has already deferred the maximum dollar amount allowed by law for an individual: \$17,500 for the 2014 calendar year (adjusted periodically for future cost of living increases); **or**
  - He or she has already deferred the maximum amount allowed by the Plan's provisions, (if any). (Example: if the Plan limits regular Elective Deferrals to 75% of Compensation.); **or**
  - For a Highly Compensated Employee, the federal 401(k) non-discrimination test for that Plan Year limits the amount of his or her Elective Deferrals that are permitted to remain in the Plan. (This limit does not apply to a 401(k) Plan for which safe-harbor contributions are made by the employer.)

Although it will not be known until the end of the Plan Year whether a Participant has exceeded at least one of the above requirements, he or she can begin making Catch-Up contributions at any time during the Plan Year. If the Plan determines that a Participant has not exceeded at least one of the above requirements, his or her Catch-Up Contributions will be treated as regular Elective Deferrals to the extent necessary under the law.

## **Permitted Amounts for Catch-Up Contributions**

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The amount of permitted Catch-Up contributions is \$5,500 for the 2014 calendar year (adjusted periodically for future cost of living increases).

The Participant will need to complete an agreement to advise the Employer of his or her decision regarding Catch-Up Contributions. The Participant will need to complete a new agreement for each future calendar year for which he or she is a Participant in the Plan.

## **Military Make-Up Contributions**

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If a Participant returns to work for the Employer following a period of Qualified Military Service, such Participant can make up the missed amount of Elective Deferrals that a he or she could have made if he or she had not been on military leave. Military Make-Up Contributions may be made in addition to the Participant's regular Elective Deferrals.

The time limit for a Participant to make Military Make-Up Contributions begins on the date he or she returns to work, and is the lesser of: a) three times the length of the Participant's Qualified Military Service, or b) five years.

For purposes of computing the permitted amount of the Participant's Military Make-Up Contributions, the Participant's Compensation during the period of Qualified Military Service will be computed at the rate of Compensation that the Participant would have received but for such Qualified Military Service. In the case that the determination of such rate is not reasonably certain, the Participant's Compensation for the period of Qualified Military Service is determined on the basis of the employee's average rate of Compensation during the 12-month period preceding the period of Qualified Military Service (or, if shorter, the period of employment immediately preceding such Qualified Military Service).

The amount of Military Make-Up Contributions is subject to the actual limits that would have applied during the period of Qualified Military Service.

To make Military Make-Up Contributions, the Participant must complete an Elective Deferral Agreement for Military Make-Up Contributions. Contact the Plan Administrator for more information and to obtain the form.

## **Qualified Military Service**

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Qualified Military Service means any service in the uniformed services by any individual if such individual is entitled to reemployment rights with respect to such service, as provided Federal law. Contact the Plan Administrator for more information.

## **Limitations on Elective Deferrals**

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### **Minimum amount required:**

A Participant must agree to contribute at least **1%** of Compensation for the payroll period.

### **Maximum amount allowed:**

The maximum a Participant may elect to contribute, subject to the limitations described below, is **90%** of Compensation for a payroll period. (This limit does not apply to a Participant's Catch-Up Contributions.)

Federal law also limits the amount of Elective Deferrals that a Participant can make for a Plan Year. (These limits do not apply to a Participant's Catch-Up Contributions.)

- A Participant's Elective Deferrals made for a calendar year may not exceed the personal contribution limit set by the Internal Revenue Code (*IRC*), which is adjusted periodically for cost-of-living changes. If a Participant's Elective Deferrals for a particular calendar year exceed the limitation in effect for that calendar year, the Plan will refund the excess amount, plus any earnings (or loss) allocated to that excess amount.

If a Participant participates in another 401(k) plan or in similar arrangements under which he or she elects to have an employer contribute on his or her behalf, the total of all his or her Elective Deferrals may not exceed the personal contribution limit in effect for that calendar year. If the total amount of Elective Deferrals exceeds the limitation, the Participant must decide which plan to designate as the plan with the excess. If such a Participant elects to have all or part of the excess returned from this Plan, he or she must give Correll Co., the Plan's third-party administration firm, a written election no later than the March 1st following the calendar year for which the excess occurred. (See the **Plan / Third-Party Administrator Information** section above for contact information.) The Plan will refund the excess amount to the Participant, plus any earnings (or loss) allocated to that excess amount, and the Participant must include such refund in income for federal (and possibly for state) income tax purposes.

### **Maximum amount allowed:** (continued)

- The amount of Elective Deferrals made for a Plan Year by a Participant who is a Highly Compensated Employee is limited according to the nondiscrimination test under IRC Section 401(k). This test, known as the actual deferral percentage test, requires that the average of the actual deferral percentages of the Participants who are Highly Compensated Employees for the Plan Year cannot exceed by more than a certain amount (set by law) the average of the actual deferral percentages of the Participants who are not Highly Compensated Employees for the Plan Year.

If the actual deferral percentage test is not met for a Plan Year, the affected Highly Compensated Employees will receive refunds of a portion of their Elective Deferrals for the Plan Year, plus earnings on those contributions.

For any Plan Year in which the Safe-Harbor Contribution is made, the actual deferral percentage test described above will automatically pass.

For purposes of ensuring that the Plan satisfies the actual deferral percentage test, the Plan Administrator may limit the amount of Elective Deferrals that can be made by the Highly Compensated Employees for a Plan Year.

- The law limits the total amount of "annual additions" to a Participant's account. See the **Annual Additions Limitation** section for more information.

### **Changes to Elective Deferral Agreements**

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Elective Deferrals will continue to be made until revoked by either the Participant or the Employer. A Participant may change an agreement to make Elective Deferrals by returning a new agreement to Correll Co., the Plan's third-party administration firm, who will then notify the Employer of the desired change. (See the **Plan / Third-Party Administrator Information** section above for contact information.) The changes will be effective for payroll periods beginning on or after the first day of the designated change date shown below following the date that the written notice is received by the Employer from Correll Co:

- A Participant may stop further Elective Deferrals for payroll periods beginning on or after the date written notice is filed with the Employer, or as soon thereafter as administratively possible.
- A Participant who stops Elective Deferrals may enter into a new agreement and begin Elective Deferrals for payroll periods beginning on or after the date written notice is filed with the Employer, or as soon thereafter as administratively possible.

For purposes of this policy, a Participant will be treated as having stopped Elective Deferrals under the following situations:

- The Participant elects not to make Elective Deferrals when first eligible.
- The Participant takes a Financial Hardship distribution consisting of Elective Deferrals.
- A Participant may increase or decrease the amount of his or her Elective Deferrals for payroll periods beginning on or after the date written notice is filed with the Employer, or as soon thereafter as administratively possible.

### **Rollovers**

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An Employee (even if he or she is not yet a Participant) may request in writing that the Plan accept as a rollover into this Plan any portion of his or her vested interest in eligible rollover distributions from a source outside of the Plan.

Correll Co., the Plan's third-party administration firm, administers the rollover provisions of the Plan. Rollover forms and instructions can be requested by contacting Correll Co. (See the **Plan / Third-Party Administrator Information** section above for contact information.)

Correll Co. may refuse to approve any rollover to the extent that it determines that such rollover may jeopardize the tax qualified status of this Plan.

### **Employer Contributions**

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The Plan provides for the following Employer Contribution Types:

- Employer Safe-Harbor Matching Contributions

## Employer Safe-Harbor Matching Contributions

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The Employer shall make Employer Safe-Harbor Matching Contributions for the eligible Participants each Plan Year equal to the sum of the following:

**First-tier:** 100% of each eligible Participant's first-tier Elective Deferrals for the Plan Year. For purposes of the first-tier, Elective Deferrals that exceed 3% of the eligible Participant's Compensation for the Plan Year will be disregarded in allocating this tier of the Employer Safe-Harbor Matching Contributions; plus

**Second-tier:** 50% of each eligible Participant's second-tier Elective Deferrals for the Plan Year. For purposes of the second-tier, only Elective Deferrals that exceed 3% but do not exceed 5% of the Participant's Compensation for the Plan Year will be recognized in allocating the Employer Safe-Harbor Matching Contributions. Elective Deferrals that exceed 5% of the eligible Participant's Compensation for the Plan Year will be disregarded in allocating this tier of the Employer Safe-Harbor Matching Contributions.

- Participants eligible to share in the allocation of Employer Safe-Harbor Matching Contributions for the Plan Year are those who have made Elective Deferrals for the Plan Year. There are no other requirements to share in the allocation for the Plan Year.
- The Plan will recognize Catch-Up Contributions for purposes of allocating Employer Safe-Harbor Matching Contributions.
- The Employer has the right to discontinue the Employer Safe-Harbor Matching Contribution at any time during the Plan Year, and must notify each Participant at least 30 days in advance of its intention to discontinue the Employer Safe-Harbor Matching Contribution on his or her Elective Deferrals made for the remaining portion of the Plan Year. If the Employer gives the Participants that notice, each Participant will have the opportunity to reduce or stop altogether his or her Elective Deferrals for the remaining portion of the Plan Year. If the Employer gives the Participants that notice, the Employer must still provide the Employer Safe-Harbor Matching Contribution on Elective Deferrals made during the portion of the Plan Year prior to the notice.

## Annual Additions Limitation

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Annual Additions are the total amount of contributions (excluding earnings) from all sources (except rollover contributions), plus forfeitures that are allocated to a Participant's account for a Plan Year.

The law limits the total Annual Additions for the Plan Year to the lesser of (1) 100% of the Participant's gross Compensation (including any Elective Deferrals made on behalf of the Employee for the year to any plan(s) maintained by the Employer) and (2) \$52,000 (subject to cost-of-living adjustment). See the **Participant Update** for the current year's limits. An updated copy can be obtained each year by contacting Correll Co. (See the **Plan / Third-Party Administrator Information** section above for contact information.)

If a Participant's Annual Additions limitation for the Plan Year is exceeded, he or she may receive a refund of his or her own Elective Deferrals made for that Plan Year, plus earnings on such refunded Elective Deferrals.

## Investment Direction

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The Plan permits each Participant to direct the Trustees in the investment of his or her entire interest in the Plan.

Each Participant may choose investments from the group of investments offered under the Plan. Any amount so invested will be held in an ancillary account and shall be credited (debited) with any investment gain (loss) resulting from such investment.

## Vesting

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A Participant is 100% fully and immediately vested in his or her entire account balance under the Plan.

## Loss of Benefits

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The following are the only event(s) that can cause the loss of all or a portion of a Participant's account:

- A decrease in the value of a Participant's account from investment losses
- A decrease in the value of a participant's account from fees:

The investment options under the Plan have charges and fees associated with investing in those options which are charged by the investment company holding the assets.

Certain plan administration fees are charged to the accounts of the Participants.

Information on these charges and fees is discussed in the **Annual Statement of Disclosures** and **Investments Handbook** portions of the enrollment materials that you can request from Correll Co., and each fund's **Prospectus**. (See the **Plan / Third-Party Administrator Information** section above for contact information.)

## **Distribution Date for Terminated Participants**

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Generally, the vested portion of a Participant's account is available for distribution when his or her employment ceases, unless the Plan also permits other distributions (see the **Distributions Prior to Termination of Employment** section below). Since a portion of a Participant's account may be forfeited under certain circumstances (as described in the **Vesting** section of this Summary), only the vested portion of his or her account becomes eligible for distribution.

Distribution Date under the Plan means any date following termination of the Participant's employment.

The Participant's vested interest will remain in the Plan until the Participant requests the distribution in writing. The Plan will distribute the vested interest as of the first Distribution Date following receipt of the request, or as soon after that date as is administratively feasible.

If a Participant does not make a written request for distribution, the law requires the Participant to begin distribution of the vested account upon his or her attainment of age 70-1/2.

## **Forms of Payment for Terminated Participants**

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The Participant's vested interest will be paid in the form of payment selected by the Participant from the options listed below:

- Eligible rollover distribution to an IRA.
- Eligible rollover distribution to another retirement plan.
- A lump sum distribution directly to the Participant.

Distribution of the account for a terminated participant will be made in cash. The Participant may not elect to take a partial distribution of his or her account (one payment as of one date, with the balance to be distributed later).

For Death Benefits and payments to Alternate Payees under a QDRO accepted by the Plan, contact the Plan Administrator for the forms of payment available.

## **Distribution of Accounts – Death Beneficiaries**

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The law sets the deadline for a beneficiary to make elections for the distribution of benefits following the death of a Participant, which may be as early as the September 30 of the year immediately following the calendar year of the Participant's death. This information can be obtained from Correll Co. (See the **Plan / Third-Party Administrator Information** section above for contact information.)

The beneficiary selects the form of payment from the options offered by the Plan.

## **Distribution of Accounts – Alternate Payees under Qualified Domestic Relations Order**

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The assigned benefit will remain in the Plan until the Alternate Payee submits written request for distribution to the Plan. The distribution will subsequently be made as of the date of the Plan's receipt of the written request for distribution, or as soon thereafter as administratively feasible. It will be paid in the form of payment selected in writing by the Alternate Payee from the options offered by the Plan.

## **Distributions Prior to Termination of Employment**

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### **In-Service Withdrawal**

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The Plan allows a Participant to withdraw all or any portion of his or her vested account while still employed by the Employer, provided the Participant has attained the age 59-1/2.

The In-Service Withdrawal provisions are administered by Correll Co., the Plan's third-party administration firm. Further information, including the forms to obtain an in-service withdrawal can be requested by contacting Correll Co. (See the **Plan / Third-Party Administrator Information** section above for contact information.)

### **Financial Hardship**

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The Plan allows a Participant to withdraw certain portions of his or her vested account while still employed by the employer sponsoring this Plan for reasons of immediate and heavy financial hardship. Correll Co., the Plan's third-party administration firm, will determine if the Participant qualifies for an immediate and heavy financial hardship distribution on the basis of the following, and will distribute an amount that does not exceed the immediate and heavy financial hardship:

- **Medical expenses** (described under Section 213(d) of the Internal Revenue Code) for the Participant, his or her spouse, children, dependents, or Primary Beneficiaries.



## Financial Hardship (continued)

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- Expenses associated with the **purchase of the Participant's principal residence**, other than mortgage payments.
- **Tuition or education-related expenses** for the next twelve months of post-secondary education for the Participant, his or her spouse, children, dependents, or Primary Beneficiaries\*.
- Expenses necessary to **prevent eviction of the Participant from his or her principal residence**, or to **prevent foreclosure** on the mortgage of the Participant's principal residence.
- **Burial or funeral expenses** for the Participant's parent, spouse, children, dependents, or Primary Beneficiaries\*.
- Expenses for **repair of damage to the Participant's principal residence** that would qualify for the casualty loss deduction.

\* A "Primary Beneficiary" is a person who is a named beneficiary under the Plan and who has an unconditional right to all or any portion of the Participant's vested benefit in the Plan upon the Participant's death.

### Portions of the account:

- Elective Deferrals (excluding amounts made prior to January 1, 1997, and as required by law, any earnings attributable to this account)

### Conditions:

- The Participant must have obtained all other available distributions and non-taxable loans under the Plan before he or she may receive a distribution for the immediate and heavy financial hardship.
- If the distribution consists of Elective Deferrals, any further Elective Deferrals made on behalf of the Participant must cease for at least the six-month period following the date the financial hardship distribution is made. A Participant may then enter into a new agreement to make Elective Deferrals as described in the **Changes to Elective Deferral Agreements** section of this Summary. The Participant shall remain a Participant in the Plan during this period.

The Financial Hardship provisions are administered by Correll Co., the Plan's third-party administration firm. Further information, including the forms to obtain a hardship distribution can be requested by contacting Correll Co. (See the **Plan / Third-Party Administrator Information** section above for contact information.)

## Loans

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The Plan does not permit loans.

## Future of the Plan

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The Plan has been created with the intention that it be permanent and will continue indefinitely. However, the Employer has the right to terminate the Plan, to modify, alter or amend it in any respect at any time, to suspend contributions to it or to merge or consolidate it with any other plan.

Contributions made to the Plan by the Employer are permanent. Under no circumstances will any contributions made by the Employer revert to the Employer.

## For More Information

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If you are already making Elective Deferrals, you do not need to complete a new agreement for Elective Deferrals unless you want to change your deferral level.

If you wish to begin making Elective Deferrals, or if you wish to discontinue making Elective Deferrals, you must complete an agreement for Elective Deferrals.

If you have any questions about how the Plan works or your rights and obligations under the Plan, if you would like a copy of the other Plan documents, or you need an agreement for Elective Deferrals, please contact Correll Co., the Plan's third-party administration firm. (See the **Plan / Third-Party Administrator Information** section above for contact information.)

# ERISA Rights

## Explanation of ERISA Rights

Each Participant in the Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan Participants shall be entitled to:

### Receive Information About the Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

A copy of the official document will be provided to any Participant, upon request, for a copying fee per page. Requests for copies should be made to Correll Co., the Plan's third-party administration firm. (See the **Plan / Third-Party Administrator Information** section of this Summary for contact information.)

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.
- Obtain a statement telling the Participant whether he/she has a right to receive a pension at Normal Retirement Age (see the **Definitions** section of the Summary Plan Description included in the enrollment kit that you can request from Correll Co., the Plan's third-party administration firm. See the **Plan / Third-Party Administrator Information** section of this Summary for contact information.) and if so, what benefits would be at normal retirement age if the Participant were to stop working under the Plan now. If the Participant does not have a right to a pension, the statement will tell how many more years the Participant has to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### Prudent Actions by Plan Fiduciaries

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

## Enforce Your Rights

If a Participant claim for a pension benefit is denied or ignored, in whole or in part, the Participant has 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 the Participant can take to enforce the above rights. For instance, if the Participant requests a copy of Plan documents or the latest annual report from the Plan and does not receive them within 30 days, the Participant may file suit in a Federal court, provided that the Participant has first exhausted the Plan's administrative appeals remedies. In such a case, the court may require the Plan Administrator to provide the materials and pay the Participant up to \$110 a day until the Participant receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If the Participant has a claim for benefits that is denied or ignored, in whole or in part, the Participant may file suit in a state or Federal court, provided that the Participant has first exhausted the Plan's administrative appeals remedies. In addition, if the Participant disagrees with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, the Participant may file suit in Federal court, provided that the Participant has first exhausted the Plan's administrative appeals remedies.

If it should happen that Plan fiduciaries misuse the Plan's money, or if the Participant is discriminated against for asserting his/her rights, the Participant may seek assistance from the U.S. Department of Labor, or the Participant may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person the Participant has sued to pay these costs and fees. If the Participant loses, the court may order the Participant to pay these costs and fees, for example, if it finds the Participant's claim is frivolous.

### Assistance with Questions

If the Participant has any questions about the Plan, he/she should contact the Plan Administrator. If the Participant has any questions about this statement or about his/her rights under ERISA, or if the Participant needs assistance in obtaining documents from the Plan Administrator, he/she 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. The Participant may also obtain certain publications about Participant rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## Plan Termination Insurance

Under ERISA, a government agency called the Pension Benefit Guaranty Corporation was established to provide a means of insuring, within limits, vested pension benefits against loss resulting from plan termination before such benefits had been funded. The insurance is available only to "defined benefit" pension plans (plans that specify by formula the amount of pension to be paid at retirement with the contributions determined actuarially as the amount needed for the specified benefits).

This Plan is a "defined contribution" plan (one where contributions are determined first, with the pension benefit at retirement depending on the amount of the contributions and plan investment earnings thereon allocated to the Participant's accounts), and thus is not eligible for plan termination insurance.

## ERISA 404(c) Information

The Employer intends that this Plan constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act (ERISA) and the regulations under Section 404(c) with respect to the accounts described above. No person who is a fiduciary with respect to this Plan shall be liable for any loss that is a direct and necessary result of investment decisions and directions made by the Participant (or the Participant's beneficiary, if the Participant is deceased). A fiduciary is any person who exercises discretionary authority or control over the management of an employee benefit plan or any person who has any authority or control over the management or disposition of the Plan's assets.

To meet the requirements of ERISA Section 404(c), Participants would have to be provided with the following:

- a description of the investment alternatives available under the Plan, and with respect to each investment alternative, a general description of the investment objectives and risk and return characteristics of each such alternative, including information regarding the type of assets included in the investment alternative's portfolio;
- identification of any designated investment managers;

- a description of the procedures for giving investment instructions on at least a quarterly basis, including any limitations on such instructions;
- a description of any transaction fees and expenses that affect the Participant's (or beneficiary's) account balance in connection with the purchase or sales of interests in the investment alternatives;
- the name, address, and phone number of the fiduciary (and any agents of the fiduciary) responsible for providing any required information, including a description of any information that may be obtained upon request;
- for an investment alternative subject to the Securities Act of 1933 and in which the Participant (or beneficiary) has no portion of his or her account balance invested, immediately prior to but in no event later than immediately following his or her initial investment, a copy of the most recent prospectus provided to the Plan;
- any materials provided to the Plan regarding the exercise of voting, tender, or similar rights incidental to the holding in the Participant's (or beneficiary's) account of an interest in the investment alternative must be provided to the extent that the Plan passes such rights through to the Participant (or beneficiary)

## Benefit Claims

A participant's vested benefit will be paid to him/her when he/she becomes eligible to receive benefits. (See the **Distribution of Accounts** section of the Summary Plan Description included in the enrollment kit that you can request from Correll Co.). A formal request for benefits is necessary; however, if the participant is not paid Plan benefits to which he/she feels there is entitlement, then he/she has the right to make a request for such benefit, i.e., he/she can "file a claim."

### File a Claim

The claim must be made in writing to the Plan Administrator.

Any claim for Plan benefits will receive a full and fair review. If the claim is wholly or partially denied, the Plan Administrator will furnish a written notice of denial, including the reasons for denial. This written notice will be provided within a reasonable period of time (generally 90 days) after the receipt of the claim by the Plan Administrator, and will contain:

1. the specific reason or reasons for the denial;
2. specific reference to those Plan provisions on which the denial is based;
3. a description of any additional information or material necessary to correct the claim and an explanation of why such material or information is necessary; and
4. appropriate information as to the steps to be taken if the Participant or beneficiary wishes to submit the claim for review.

If the claim has been denied, and the Participant wishes to submit the claim for review, the Participant must follow the Claims Review Procedure.

### Claims Review Procedure

1. If the Participant files a claim for benefits and it is denied, he/she may file for review of the claim. The request for review must be in writing, with the Plan Administrator.

2. The claim must be filed for review no later than 60 days after receipt of notification of the denial of the claim for benefits.
3. The Participant may review all pertinent documents relating to the denial of the claim and submit any issues and comments, in writing, to the Plan Administrator.
4. The claim for review will be given a full and fair review. If the claim is denied, the Plan Administrator will provide the Participant a written notice of denial within 60 days after the Plan Administrator's receipt of the written claim for review. There may be times when this 60 day period may be extended. This extension may only be made, however, where there are special circumstances that are communicated to the Participant in writing within the 60 day period. If there is an extension, a decision shall be made as soon as possible, but no later than 120 days after receipt by the Plan Administrator of the claims for review.
5. The Plan Administrator's decision on the claim for review will be communicated to the Participant in writing and will include specific references to the pertinent Plan provisions on which the decision was based.
6. If the Participant does not receive notification of the Plan Administrator's decision on review within the time limitations described above, the Participant may consider the claim denied.
7. If benefits are provided or administered by an insurance company, insurance service, or other similar organization that is subject to regulation under the insurance laws, the claims procedure relating to these benefit may provide for review. If so, that company, service, or organization shall be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, please ask the Plan Administrator.

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## Enrollment Kit Request Postcard

To: Correll Co.

Please send me an Enrollment Kit for The 401(k) Retirement Savings Plan for Employees of NTSA Employers. I understand that this does not obligate me in any way. *(Choose one delivery method below.)*

Email the kit to me to the email address I indicated below.

Mail the kit to me to the street address I indicated below.

### Employee Information

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My Employer: \_\_\_\_\_

My Name: \_\_\_\_\_

My Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

My daytime Telephone Number: \_\_\_\_\_

My email: \_\_\_\_\_

Fold Here ..... Fold Here

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip \_\_\_\_\_

Please Apply  
Postage.  
Post Office Will  
Not Deliver  
Without Postage.



**Correll Co**

Attn.: Participant Communications Department  
9655 South 78th Avenue  
Hickory Hills, IL 60457-2211

Fold Here ..... Fold Here

Tape here to close

Tape here to close

Tape here to close

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## Notice Regarding Service with other Employers

For purposes of determining your eligibility service under this Plan, employment with other employers who have at some time sponsored The 401(k) Retirement Savings Plan for Employees of NTSA Employers will be recognized.

Attached is a list of employers who are now participating, or who have participated in The 401(k) Retirement Savings Plan for Employees of NTSA Employers in the past.

Our plan measures service for eligibility purposes on the basis of the "elapsed time" method. Under the method, the passage of time from the first day that you perform your first hour of service with our company or with any of the firms on the attached list begins the time period for measuring eligibility service under our plan. Our plan does not require that your service be consecutive days or consecutive months. In addition, you do not lose any of your prior service with your company or with any other firm listed on the attached list should you have a period of time where you do not perform services for our company or for any other such firms listed above. As a result, it is important for you to identify the first day you have worked for our company or for any of the companies on the attached list.

If you had previous employment with our company or with any of the firms listed on the attached sheet, whether you participated in their plan or not, please indicate the earliest employment record below and return it to Human Resources.

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### The 401(k) Retirement Savings Plan for Employees of NTSA Employers

Your Name: \_\_\_\_\_

Participating Firm: \_\_\_\_\_

Date of Employment: \_\_\_\_\_ Date of Termination: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Employee's Signature)

**RETURN THIS FORM TO YOUR EMPLOYER'S HUMAN RESOURCES DEPARTMENT.**

**List as of June 1, 2010 of Employers which have sponsored  
The 401(k) Retirement Savings Plan for Employees of NTSA Employers**

A & A Administrative Associates, Inc. (5/1/93 - 9/5/95)	Nesco Service Company (2/1/92 - 5/1/02)
Adex Corporation (1/1/98 - 6/30/05)	On-Line Staffing (4/22/96 - 12/31/97)
Advanced R & D, Inc. (5/1/92 - 12/31/96)	Outsource Consulting Services, Inc. (1/1/98 - 12/31/00)
Advanced R & D Alabama, Inc. (5/1/92 - 12/31/96)	Paradyme Corporation (1/1/90 - 7/1/93)
Advancement L.L.C. (1996 - 1997)	Peachtree Staffing (1/1/98 - 8/23/02)
Aim Executive Holdings, Inc. (1/1/94 - 3/31/96)	Pollak and Skan Incorporated (1/1/89-4/1/00)
AmeriResource Group, Inc. (1/1/99 - 12/31/00)	Pollak and Skan Florida, Inc. (1/1/89-4/1/00)
Amtec Human Capital (5/1/97 - 12/07/09) (formerly Amtec Engineering Corp.)	Precision Design, Inc. (1/1/94 - 2/1/08)
Apollo Design Services, Inc. (1/1/98 - 6/30/03)	Premier Staffing Services (10/1/98 - 09/04/09)
Arrowstaff Services Incorporated (6/1/96 - 3/31/01)	P/S Datapro, Inc. (1/1/89-4/1/00)
Associated Staffing, Inc. (3/1/97 - 02/04/10)	Ramssoft Systems Inc. (12/31/99 - 9/21/00)
Base Line Engineering, Inc. (1/1/90 - 3/31/94 and 9/1/97 - 12/31/02)	RemedyTemp, Inc. (7/1/91 - 12/31/96)
Belcan Services Group, Ltd. (1/1/91 - 1/1/94 and 1/1/96 - 12/6/04)	SDC Computer Services, Inc. (7/24/90 - 12/31/01)
Byrnes Group (4/20/92 - 6/15/98)	SRI Technologies, Inc. (11/1/98 - 5/1/08)
Coast Personnel Services, Inc. (3/1/97 - 10/8/01)	Scientific Computer Services (9/1/98 - present)
Contract Professionals, Inc. (11/1/84 - 12/31/99)	Skilltech Employment Group (8/1/90 - 5/1/95)
Crystal Staffing, Inc. (3/15/02 - 8/31/05) (formerly American Crystal Technologies, Inc.)	Staff Consultants Corporation (2/1/96 - 12/31/96)
D.C.I. Technical Services (8/9/91 - 11/1/93)	Staffing Options & Solutions, LLC (1/1/98 - 12/31/00)
DZCLAS (see H.L. Yoh)	Staffing Specialists, Inc. (8/1/96 - 5/15/03)
Dineen Enterprises, Inc. (1/1/90 - present)	Strategic Staffing Group, Inc. (11/1/00 - 5/1/02)
EDP Temps, Inc. (6/14/90 - 5/31/00)	Strom Aviation, Inc. (9/1/98 - present)
EnergiPersonnel (1/1/98 - 9/21/00)	Strom Engineering Corporation (1/1/94 - 2/1/08)
Freeman Alternative Resources, Inc. (11/1/00 - present)	Strom Engineering Corporation of FL, Inc. (1/1/94 - 2/1/08)
FSK Associates, Inc. (1/1/01 - 8/15/02)	Strom Services, Inc. (1/1/94 - 2/1/08)
GLI Technical Services, Inc. (10/4/91 - 7/1/96)	Strom Technical, Inc. (9/1/98 - present)
Gregg Protection Services, Inc. (9/1/98 - 9/30/05)	Sullivan & Cogliano Designers, Inc. (7/1/90 - 3/31/96)
Gregg Management Services, Inc. (9/1/98 - 9/30/05)	Superior Design International, Inc. (1/1/95 - 12/31/01)
Gregg Services, Inc. (9/1/98 - 9/30/05)	Superior Staffing Services (1/1/01 - 12/31/01) (formerly Superior Temporary Services, Inc.)
Gus Perdikakis Associates, Inc. (1/1/97 - 10/1/01)	Superior Technical Resources, Inc. (7/24/90 - 12/31/01) (formerly Superior Design, Inc.)
H. L. Yoh Company LLC (2/11/91 - 01/30/05)	System One Staffing of Orlando, Inc.(4/20/92 - 6/15/98)
Hansler Enterprises, Inc. (1/1/98 - 9/21/00)	System One Staffing of Tampa, Inc. (4/20/92 - 6/15/98)
Home Care P.R.N., Inc. (6/14/90 - 5/31/00)	System One Technical, Inc. (4/20/92 - 6/15/98)
I.T.S. Corporation (7/1/97 - 9/30/07)	TAC Medical Services, Inc. (6/14/90 - 5/31/00)
Industrial Employees, Inc. (9/1/98 - 9/30/05)	Tech Source, Inc. (1/1/98 - 6/02/06)
Information Technology Network, Inc. (1/1/98 - 5/1/06)	Technical Aid Corporation (6/14/90 - 5/31/00)
Innovative Engineering Services, Inc. (7/1/96 - 9/29/03)	Technical Associates of Georgia, Inc. (1/1/92 - 8/31/05)
Interstate Technical Services, Inc. (5/30/90 - 8/31/92)	Technical Needs North, Inc. 1/1/99 - 9/30/02)
Johnson Service Group (1/1/92 - 10/1/00)	Techstaff (7/1/97 - 12/31/00)
Key Staff, L.L.C. (1/1/98 - 5/1/02)	Techstaff Inc. of Illinois (4/1/93 - 6/5/02)
Lehigh G.I.T., Inc. (1/2/94 - 5/1/02)	Trialon Corporation (3/23/90 - 12/31/01)
M2 Technical Staffing (1/1/00 - 12/31/00)	Unitemp Temporary Personnel (11/1/00 - present)
Magna Systems International, Inc. (12/31/99 - 9/21/00)	Van Marter & Associates, Inc. (3/1/96 - 12/31/02)
Monarch Temporary Services (2/16/94 - 6/30/98)	Verizon Federal, Inc. (1/1/93 - 6/15/97) (formerly Bell Atlantic Federal Integrated Systems, Inc.) (formerly Bell Atlantic Professional Services, Inc.)
National Technical Services Association (1/1/98 - 10/31/03)	Will/Staff Technical Services, Inc. (1/1/97 - 12/31/00)
National Engineering Service Group (1/1/91 - 5/1/93)	

**Only service earned during the time the employer sponsored the Plan will be credited.**