

SIDE BY SIDE FINANCIALS, INC 401(K) & PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

January 1, 2014

Copyright 2002-2014
Side By Side Financials, Inc.

SIDE BY SIDE FINANCIALS, INC 401(K) & PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION	1
ELIGIBILITY FOR PARTICIPATION	1
Eligible Employee	1
Elective Deferrals and Voluntary Contributions	1
Matching Contributions	2
Profit Sharing Contributions	2
Computing Service	2
CONTRIBUTIONS TO THE PLAN	3
Elective Deferrals and Voluntary Contributions	3
Roth Contributions	3
Saver's Credit	4
Amount of Matching Contributions	4
Allocation of Matching Contributions	4
Profit Sharing Contributions	5
Qualified Nonelective Contributions	5
Rollovers	5
Military Service	5
Limits on Contributions	6
Compensation	6
VESTING	6
Participant Contributions	6
Matching Contributions	6
Qualified Nonelective Contributions	6
Profit Sharing Contributions	6
Special Vesting Rules	7
Forfeitures	7
Year of Vesting Service	7
DISTRIBUTIONS	8
Commencement of Distributions	8
Normal Retirement Age	8
Timing and Form of Payment	8
Cash Out	9
Beneficiary	9
INSERVICE DISTRIBUTIONS AND LOANS	9
Hardship Withdrawals	10
Attainment of Age 65	11
Withdrawals at Any Time	11
Rules Regarding Inservice Distributions	11

Loans	11
INVESTMENTS.....	12
Participant Self Direction	12
Qualifying Employer Securities	12
Voting Rights	12
Valuation Dates	12
SPECIAL TOP HEAVY RULES	13
Minimum Allocations.....	13
Minimum Vesting.....	13
CLAIM PROCEDURES	13
YOUR RIGHTS UNDER ERISA	14
MISCELLANEOUS	16
Domestic Relations Orders.....	16
Disability	16
Loss of Benefit	16
Amendment and Termination.....	17
Fees.....	17
Insurance	17
Administrator Discretion	17
ADMINISTRATIVE INFORMATION	18

INTRODUCTION

Side By Side Financials, Inc. (the "Company") established the Side By Side Financials, Inc 401(k) & Profit Sharing Plan (the "Plan") effective July 01, 2007. This Summary Plan Description describes the Plan as amended and restated effective January 1, 2014.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are employed by Side By Side Financials, Inc. or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are a member of any of the following classes of employee:

For purposes of Elective Deferrals, Voluntary Contributions, Matching Contributions and Profit Sharing Contributions, any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.

For purposes of Elective Deferrals, Voluntary Contributions, Matching Contributions and Profit Sharing Contributions, any leased employee.

For purposes of Elective Deferrals, Voluntary Contributions, Matching Contributions and Profit Sharing Contributions, any Employee who is a non-resident alien who received no earned income which constitutes income from services performed within the United States.

Elective Deferrals and Voluntary Contributions

You will become a Participant eligible to make Elective Deferrals and Voluntary Contributions on the date you attain age 21, provided that you are an Eligible Employee on that date.

Matching Contributions

You will become a Participant eligible to begin receiving Matching Contributions on the first day of the first month and seventh month of the Plan Year coincident with or next following the date you attain age 21 and you complete one (1) Year of Eligibility Service, provided that you are an Eligible Employee on that date.

Profit Sharing Contributions

You will become a Participant eligible to begin receiving Profit Sharing Contributions on the first day of the first month and seventh month of the Plan Year coincident with or next following the date you attain age 21 and you complete one (1) Year of Eligibility Service, provided that you are an Eligible Employee on that date.

Computing Service

With respect to eligibility to receive Matching Contributions, Year of Eligibility Service means an Eligibility Computation Period during which you complete at least 1,000 hours of service.

With respect to eligibility to receive Profit Sharing Contributions, Year of Eligibility Service means an Eligibility Computation Period during which you complete at least 1,000 hours of service.

Eligibility Computation Period means a 12 consecutive month period beginning with your first day of employment. Any succeeding Eligibility Computation Period will then switch to the Plan Year, beginning with the Plan Year that includes your first anniversary of employment. You will generally earn an hour of service for each hour you are paid for the performance of duties for the Company (however, numerous exceptions and special rules apply).

All eligibility service with the Employer is taken into account except the following:

One-Year Holdout. If you have a One-Year Break in Service, service before such period will not be taken into account until you have completed a Year of Eligibility Service after returning to employment with the Employer.

Rule of Parity. If you do not have any nonforfeitable right to the Account balance derived from Employer contributions, service before a period of five (5) consecutive One-Year Breaks in Service will not be taken into account in computing eligibility service.

A "One-Year Break in Service" means an eligibility computation period during which you are credited with 500 or fewer hours of service. If the plan uses the elapsed time method, a "One-Year Break in Service" means a Period of Severance of at least 12 consecutive months (special rules exist for absence from work for maternity or paternity reasons).

CONTRIBUTIONS TO THE PLAN

Elective Deferrals and Voluntary Contributions

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferrals. You may elect to defer up to one hundred percent (100%) of your Compensation on a pre-tax basis. You may also elect to make a contribution to the Plan on an after-tax basis. These after-tax contributions are known as Voluntary Contributions. You may make an after-tax Voluntary Contribution to the Plan of up to one hundred percent (100%) of your Compensation. Your combined Elective Deferral election and Voluntary Contribution election may not exceed one hundred percent (100%) of your Compensation. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals during any calendar year (\$17,500 in 2014). However, if you are age 50 or over, you may defer an additional amount up to \$5,500 (in 2014). Complicated provisions of the Internal Revenue Code may further restrict elective deferrals by "highly compensated" Participants.

You may elect to start, increase or reduce your elections to contribute to the Plan effective as of the dates established pursuant to Plan Administrator procedures. Notwithstanding the foregoing, you may totally suspend your elections at any time.

The Plan Administrator may establish rules regarding the manner in which your elections are made. The rules may also require that certain advance notice be given of any election. Your election regarding Elective Deferrals is only effective for Compensation you will receive in the future. The Plan Administrator may also reduce or totally suspend your election if the Plan Administrator determines that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

Roth Contributions

Effective January 1, 2008, the Plan allows a newer type of employee contribution to the Plan. This new type of contribution is known as a Roth Contribution and is very much like a contribution to a Roth IRA. Like a Roth IRA, the Roth Contribution to the Plan is made by you on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed. However, unlike a Roth IRA, there are no income limitations on who may make a Roth Contribution.

Roth Contributions are Elective Deferrals that are made in the same manner as your pre tax Elective Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 401(k) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your elective deferrals as normal pre-tax contributions.

The sum of your Roth Contributions and regular pre-tax 401(k) contributions may not exceed the annual limit on regular 401(k) contributions mentioned above.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

Saver's Credit

If your adjusted gross income is below certain levels, you may be eligible for a nonrefundable income tax credit of up to \$1,000 (the "Saver's Credit"). The Saver's Credit is equal to a specified percentage of your contributions to certain employer-sponsored plans and to certain IRAs. You are eligible for the credit only if you are age 18 or over, are not a full-time student, and are not claimed as a dependent on another person's tax return. The Saver's Credit is subject to other restrictions. Please consult your tax advisor for more information.

Amount of Matching Contributions

The Company may make a Matching Contribution on your behalf if you make a "Matched Employee Contribution" during the Plan Year. A "Matched Employee Contribution" is any Elective Deferral, Catch-up Contribution or Voluntary Contribution that you may make.

If you make a "Matched Employee Contribution" and you have completed at least 1,000 hours of service during the Plan Year and are employed by the Company on the last day of the Plan Year the Company may contribute to your Matching Contribution Account in an amount and allocation formula as determined by the Company. Please note that if you are an Eligible Employee and terminate employment with the Company due to death, disability or attainment of Normal Retirement Age you will still be eligible to receive a Matching Contribution regardless of whether you meet any service requirement and/or last day requirement described in this Section.

Allocation of Matching Contributions

Matching Contributions will be made to the Plan and allocated to the Matching Contribution Accounts of Participants who meet the requirements of the previous paragraph after the end of the Plan Year.

Complicated provisions of the Internal Revenue Code may also further restrict matching contributions for highly compensated employees.

Profit Sharing Contributions

The Company may, in its sole discretion, make a Profit Sharing Contribution to the Plan on your behalf if you have completed at least 1,000 hours of service during the Plan Year and are employed by the Company on the last day of the Plan Year. Please note that if you are an Eligible Employee and terminate employment with the Company due to death, Disability or attainment of Normal Retirement Age you will be eligible to receive a Profit Sharing Contribution regardless of whether you meet any service requirement and/or last day requirement described in this Section.

Profit Sharing Contributions will be allocated to the Profit Sharing Contribution Accounts of each Participant eligible to share in such allocations after the end of the Plan Year. Such Contributions will be allocated in an amount designated by the Company to be allocated to similarly situated eligible Participants.

Qualified Nonelective Contributions

In addition to the contributions described above, the Company may make additional Qualified Nonelective Contributions for the benefit of all Participants eligible to make Elective Deferrals who are employed by the Company during the Plan Year. The additional Qualified Nonelective Contributions will be allocated to the Qualified Nonelective Contribution Account of each Participant eligible to share in such allocations in the ratio that such Participant's Compensation bears to the Compensation of all eligible Participants.

Rollovers

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such Employee has met the age and service requirements of the Plan. The Plan Administrator may establish procedures that regulate the method by which Rollovers will be accepted. 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 his Rollover Contribution Account.

Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, your survivors may be eligible to receive benefits or service credit if you die while performing qualified military service.

Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount (\$52,000 in 2014). In addition, contributions cannot exceed 100% of your total compensation.

Compensation

"Compensation" means wages that are shown as taxable wages on your IRS Form W-2. For any self-employed individual, Compensation will mean earned income. For purposes of Elective Deferrals, Voluntary Contributions, Matching Contributions and Nonelective Contributions, Compensation will also include any amount you elect to defer on a tax-preferred basis to any Company benefit plan. For purposes of Matching Contributions and Nonelective Contributions, Compensation will include only that compensation which is actually paid to you by the Company during that part of the Plan Year that you are eligible to participate in the Plan. For purposes of Elective Deferrals, Voluntary Contributions, Matching Contributions and Nonelective Contributions, Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.

No more than \$260,000 (in 2014) of Compensation may be taken into account in determining your benefits under the Plan.

VESTING

Participant Contributions

You will have a fully vested and nonforfeitable interest in your Elective Deferral Account, Voluntary Contribution Account, Rollover Contribution Account and Qualified Matching Contribution Subaccount (if applicable).

Matching Contributions

You will have a fully vested and nonforfeitable interest in your Matching Contribution Account.

Qualified Nonelective Contributions

You will have a fully vested and nonforfeitable interest in your Qualified Nonelective Contribution Account described above.

Profit Sharing Contributions

Your interest in your Profit Sharing Contribution Account will vest based on your Years of Vesting Service (defined below) in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%

Special Vesting Rules

Notwithstanding the foregoing, you will become fully (100%) vested upon your attainment of Normal Retirement Age while an Employee, your death while an Employee or suffering a Disability while an Employee.

Forfeitures

If You Receive a Distribution. If you receive a distribution of the entire vested portion of your Account, you will forfeit the nonvested portion of such Account. If the value of your vested Account balance is zero, you will be deemed to have received a distribution of your Account.

If You Do Not Receive a Distribution. If you terminate employment and do not receive a complete distribution of the vested portion of your Account, you will forfeit the nonvested portion of your Account after the date you incur five consecutive One-Year Breaks in Service.

Reemployment. If you receive or are treated as receiving a distribution and you resume employment, the amounts you have forfeited (if any) will be restored if you repay the full amount of the previous distribution before the earlier of 5 years after the first date on which you are subsequently reemployed, or the date you incur 5 consecutive One-Year Breaks in Service following the date of the distribution.

Year of Vesting Service

"Year of Vesting Service" means a vesting computation period during which you complete 1,000 hours of service.

All of your Years of Vesting Service with the Company are counted except Years of Vesting Service before age 18 and Years of Vesting Service before the Company maintained this Plan or a predecessor plan.

The following service will be disregarded in determining Years of Vesting Service:

If you have five consecutive One-Year Breaks in Service, all periods of service after such One-Year Breaks in Service will be disregarded for the purpose of vesting your Account

balance that accrued before such Breaks in Service, but both the service before and after such Breaks in Service will count for purposes of vesting your Account balance that accrues after such One-Year Breaks in Service.

If you have a One-Year Break in Service, Years of Vesting Service before such period will not be taken into account until you have completed a Year of Vesting Service after returning to employment with the Company.

If you are zero percent vested, Years of Vesting Service before a period of five (5) consecutive One-Year Breaks in Service will not be taken into account in computing vesting service.

A "One-Year Break in Service" means a vesting computation period during which you are credited with 500 or fewer hours of service. The vesting computation period is the Plan Year.

DISTRIBUTIONS

Commencement of Distributions

Termination of Employment. You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to disability. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Late Retirement. If you continue working for the Company after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Death. If you die, your Beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Normal Retirement Age

"Normal Retirement Age" means the date you reach age 65.

Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death, payment of your vested Account may start as soon as administratively feasible with a final payment made consisting of any allocations occurring after your termination of employment. Your account is payable, in cash, in one lump sum payment.

Distribution on Account of Death. If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death unless an election is made by your Beneficiary to receive distributions in accordance with (1) and (2) below:

(1) Distributions may be made over the life or over a period certain not greater than the life expectancy of the Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which you die;

(2) If the Beneficiary is your surviving spouse, the date distributions are required to begin in accordance with item (1) above will not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which you die, or (B) December 31 of the calendar year in which you would have attained age 70-1/2.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, your Beneficiary may elect to receive your remaining vested Account balance in a lump sum distribution.

Cash Out

If the vested amount of your Account does not exceed \$1,000, your vested Account will be paid in a lump sum.

If the vested amount of your Account exceeds \$1,000, you must consent to any distribution of your Account. However, the Plan Administrator may commence distribution of your vested Account without consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 70-1/2 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

Beneficiary

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole primary beneficiary unless he or she consents to the designation of another beneficiary. You may change your Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable to your spouse, or if there is no spouse, to your children in equal shares, or if there are no children to your estate.

INSERVICE DISTRIBUTIONS AND LOANS

Hardship Withdrawals

General Rule. You may receive a distribution on account of hardship from all of your Accounts that are fully vested, except (i) your Qualified Nonelective Contribution Account and (ii) earnings on your Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989.

Your Roth Contributions may be withdrawn on account of financial hardship in the same manner as your regular 401(k) contributions. Please note however, that the income on the Roth contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Immediate and Heavy Financial Need. You may receive a hardship distribution only if the Plan Administrator finds that you have an immediate and heavy financial need where you lack other available resources. The following are the only financial needs considered immediate and heavy:

- (1) Expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- (2) The purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children or dependents;
- (4) The need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- (5) Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents; or
- (6) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

Amount Necessary to Satisfy Need. A distribution will be considered as necessary to satisfy your immediate and heavy financial need only if:

- (1) You have obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Company;
- (2) Your Elective Deferrals and Voluntary Contributions, if applicable will be suspended for six months after the receipt of the hardship distribution; and

(3) The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

Attainment of Age 65

You may receive a distribution after you reach age 65 from all of your Accounts that are fully vested.

Your Roth Contributions may be withdrawn on account of attainment of age 65 in the same manner as your regular 401(k) contributions. Please note however, that the income on the Roth contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Withdrawals at Any Time

You may receive a distribution from your Rollover Contribution Account at any time.

Rules Regarding Inservice Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the Valuation Date as of which such withdrawal is made. Such distributions will be paid in cash. Only Employees are eligible to receive inservice distributions.

Loans

If you are an active Employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan. You may not receive a loan if the sum of your new loan and the outstanding balance of all of your other loans would exceed the lesser of:

- (1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the plan on the date the loan is made, or
- (2) one-half the present value of your vested account balance.

Loans must be repaid over a period not extending beyond five years from the date of the loan.

The minimum loan amount is \$500 and the maximum number of loans outstanding at any one time is 1.

Loan fees may be charged against the Account of the Participant to whom the loan is granted and the Plan Administrator may adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans.

You must obtain the consent of your spouse, if any, in order to obtain a loan.

INVESTMENTS

Participant Self Direction

In General. The Plan Administrator may permit you to direct the investment of your Accounts. The Plan Administrator may establish uniform guidelines and procedures relating to Participant self direction. You may direct the investment of all of your Accounts.

Investment Elections. You may direct the percentage of your Accounts to be invested 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. After your death, your Beneficiary may make investment elections as if the Beneficiary were the Participant. Notwithstanding the foregoing, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

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

Qualifying Employer Securities

The Trustee may not invest the assets of the Trust Fund in "qualifying employer securities" or "qualifying employer real property".

Voting Rights

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

Valuation Dates

Accounts are valued on the last day of each month. The Plan Administrator may in its sole discretion declare a special Valuation Date for that portion of the Plan that is not daily-valued in extraordinary situations to protect the interests of Participants in the Plan or the Participant receiving the distribution. Such extraordinary circumstances include a significant change in economic conditions or market value of the Trust Fund.

SPECIAL TOP HEAVY RULES

Minimum Allocations

If the Plan is Top Heavy, the Company will generally allocate a minimum of 3% of your Compensation to the Plan on your behalf if you are a Participant who is employed by the Company on the last day of the Plan Year.

Minimum Vesting

If you complete an hour of service while this Plan is top-heavy, your vested percentage will be determined under the following schedule to the extent that it is more favorable than the vesting schedule provided for the section entitled "Vesting":

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%

CLAIM PROCEDURES

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

YOUR RIGHTS UNDER ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

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.

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, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. 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.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

If your claim for a 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

MISCELLANEOUS

Domestic Relations Orders

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

Disability

Under this Plan, you are disabled if you are mentally or physically disabled under uniform rules consistently applied to all Participants in like circumstances as determined by the Plan Administrator.

Loss of Benefit

Except as provided below, your account is not subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors and your benefits are free from attachment, garnishment, trustee's process, or any other legal or equitable process. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

However, you may lose all or part of your balance:

Under the terms of a qualified domestic relations order.

To comply with any federal tax levy.

To comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

If we cannot locate you when your benefit becomes payable to you.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in the amount credited to your account. If the Plan is terminated, all amounts credited to your accounts will become 100% vested.

Fees

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include the following:

The Plan will charge all Participants for the expenses of receiving a distribution following termination of employment (if applicable to the Participant) in the following manner: \$75.00 Per Distribution.

The Plan will charge all Participants for the expenses of determining required minimum distributions (if applicable to the Participant) in the following manner: \$75.00 Per Distribution.

The Plan will charge all Participants for the expenses of receiving a hardship withdrawal (if applicable to the Participant) in the following manner: \$75.00 Per Distribution.

The Plan will charge all Participants for the expenses of receiving an in-service withdrawal other than hardship (if applicable to the Participant) in the following manner: \$75.00 Per Distribution.

The Plan will charge all Participants for the expenses of processing a domestic relations order (if applicable to the Participant) in the following manner: \$75.00 Per Distribution.

If you obtain a loan, the Plan will charge an initial loan processing fee of \$75.00 and an ongoing loan maintenance fee of \$75.00 .

Fees listed above are subject to change. Please check with the Plan Administrator to be sure you have a current fee listing.

Insurance

Your account is not insured by the PBGC because the Plan is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to

supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Side By Side Financials, Inc.

Its address is 100 Park Avenue, 16th FL, New York, NY 10017.

Its telephone number is 212-564-2464.

Its Employer Identification Number is 27-3232902.
2. The Plan is a 401(k) profit-sharing plan which has been designated by the sponsor as its plan number 001.
3. The Plan's designated agent for service of legal process is the President of the corporation named in item 1. Any legal papers should be delivered to him or her at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.
4. The Plan's assets are held in a trust created under the terms of the Plan. The Trustees are Trevor Yee and Vu Tran. Their principal place of business is the address listed in item 1.
5. The Company's fiscal year and the Plan Year ends on December 31.
6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the plan upon written request to the plan administrator (this list is also available for examination by participants and beneficiaries); you may also receive from the plan administrator, upon written request, information as to whether a particular employer is a sponsor of the plan and, if the employer is a plan sponsor, the sponsor's address.

V4.02-4.02