

**January 1, 2009**  
**SUMMARY PLAN DESCRIPTION**  
**FOR**  
**MIRACLE RESTAURANT GROUP 401(K) PLAN**

**Employer Identification Number: 65-1246474**

**Plan Number: 001**

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan administrator.

## **HOW TO USE THIS SUMMARY**

### **TABLE OF CONTENTS**

The table of contents gives a detailed description of where specific information concerning a particular topic may be found.

### **GLOSSARY**

Some terms used in the summary have special meanings. These terms are identified by capitalizing the term's first letter. To find out the exact meaning of a special term, there is a glossary at the end of this summary.

### **EFFECTIVE DATE**

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on January 1, 2009. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before January 1, 2009.

### **MORE SPECIFIC INFORMATION**

Some technical details and legal expressions contained in the formal Plan documents have been omitted in this summary. The formal Plan documents govern in administering and interpreting the rights of participants and their beneficiaries.

### **ADMINISTRATOR**

The person or entity responsible for the day-to-day operations of the Plan is:

Miracle Restaurant Group  
100 Mariners Blvd Ste 8  
Mandeville, LA 70448

(985) 674-5840

Any questions concerning the day-to-day operations of the Plan should be directed to the Administrator.

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## INTRODUCTION TO YOUR PLAN

The Miracle Restaurant Group 401(k) Plan helps you provide for your retirement security by making it simple and convenient for you to contribute to your retirement savings regularly. Your Employer may also make contributions to your Plan Account to provide you with additional savings. Because the Plan is qualified by the Internal Revenue Service, special tax exclusions allow you to save more dollars for your retirement.

### HOW YOU SAVE

- You can contribute a percentage of your pay to the Plan as 401(k) Contributions. For information on making 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**.
- If you will be age 50 by the end of the year, you can make Catch Up Deferral Contributions to the Plan. Catch Up Deferral Contributions are additional 401(k) Contributions that are not subject to annual limits imposed on 401(k) Contributions under the Plan. For more information on making Catch Up Deferral Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS** and **LIMITATIONS ON CONTRIBUTIONS**.
- If you have savings from another retirement plan or annuity, you may be able to roll those savings into the Plan as Rollover Contributions. For more information on the types of savings that may be rolled over into the Plan and the terms and conditions for making Rollover Contributions, see **YOUR CONTRIBUTIONS: ROLLOVER CONTRIBUTIONS**.
- If you contribute to the Plan, your Employer may add a Matching Contribution. For information on the amount of your Employer's Matching Contribution and the terms and conditions for receiving Matching Contributions, see **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.
- Your Employer may also make Nonelective Contributions to the Plan for you. For information on the amount of your Employer's Nonelective Contribution and the terms and conditions for receiving Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- Dollars you save as 401(k) Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Taxes are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings until they are distributed to you.

### YOUR PLAN ACCOUNT

You have your own Account under the Plan to hold all contributions you make to the Plan and any contributions your Employer makes for you. Your Account also holds any investment

earnings on those contributions. Your Account keeps track of your share of the assets held in the Plan.

## **VESTING OF YOUR ACCOUNT**

Your Vested Interest in your Account is the percentage of your Account that you would receive if your employment terminated.

Your Vested Interest in the balance of your Account resulting from the following contributions is always 100%:

- 401(k) Contributions
- Rollover Contributions

Your Vested Interest in the balance of your Account resulting from Nonelective Contributions and Matching Contributions is determined under a schedule based on your years of Vesting Service. (For more information about Vesting Service and vesting schedules, see **EMPLOYER CONTRIBUTIONS: VESTED INTEREST IN EMPLOYER CONTRIBUTIONS** and **VESTING SERVICE**.)

## **DISTRIBUTION OF BENEFITS**

You may receive distributions from your Vested Interest in your Account when any of the following happens:

- You satisfy the requirements for an in-service withdrawal. (For more information about withdrawals, see **IN-SERVICE WITHDRAWALS**.)
- You reach your Normal Retirement Date while still employed
- You reach age 70 1/2 while still employed
- You become Disabled while still employed
- You retire from employment after you reach your Normal Retirement Date
- You die
- Your employment terminates. (For more information about distributions following termination of employment, see **DISTRIBUTION OF YOUR ACCOUNT**.)

## **SPONSOR DISCRETION**

The Sponsor has discretionary authority to interpret and construe the provisions of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. The Sponsor may delegate this authority as provided under the Plan.

## **PLAN IDENTIFICATION INFORMATION**

### **TYPE OF PLAN**

The Plan is a "**defined contribution plan**". Under a "defined contribution plan", all contributions you make to the plan or that are made on your behalf are held in an account that is invested on your behalf. When you retire, your retirement benefit from the plan will be based on the value of your account (including investment earnings and losses) at the time distribution is made to you.

The Plan is also a "**401(k) plan**". Under a "401(k) plan", you may elect to have 401(k) Contributions made to the plan from your pay. These 401(k) Contributions are not included in your taxable compensation for the year in which you contribute them to the plan. Instead, they are taxable when they are distributed to you from the plan. For more information see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**.

### **ERISA PLAN ADMINISTRATOR**

Miracle Restaurant Group  
100 Mariners Blvd Ste 8  
Mandeville, LA 70448

(985) 674-5840

### **SPONSOR**

Miracle Restaurant Group  
100 Mariners Blvd Ste 8  
Mandeville, LA 70448

### **SPONSOR'S EMPLOYER IDENTIFICATION NUMBER**

65-1246474

### **PLAN NUMBER**

001

## **OTHER ADOPTING EMPLOYERS**

All employers of the Sponsor's controlled group of employers and affiliated services group unless specifically excluded herein.

## **TRUSTEE**

Donald Moore  
100 Mariners Blvd Ste 8  
Mandeville, LA 70448

## **AGENT FOR SERVICE OF LEGAL PROCESS**

Legal process may be served on the Sponsor at its address listed above.

Legal process may be served on the ERISA plan administrator at its address listed above.

Legal process may also be served on the Trustee at its address listed above.

## **ELIGIBILITY TO PARTICIPATE**

### **ELIGIBILITY REQUIREMENTS**

If you were eligible to make and receive contributions under the Plan immediately prior to January 1, 2009, you will still be eligible on and after January 1, 2009.

If you were not eligible to make and receive contributions under the Plan prior to January 1, 2009, you will be eligible beginning on the first the first day of the Plan Year and the first day of the seventh month of the Plan Year that coincides with or immediately follows the date you first meet all of the following requirements:

- you complete 1 year of Eligibility Service
- you reach age 20
- you are employed in a job classification covered by the Plan (an "eligible class"). You are in an "eligible class" if:
  - you are employed by the Employer in any capacity or you are a Leased Employee. If you became an employee in connection with an acquisition or merger, there may be a delay in when you are considered a member of the "eligible class"



- you are self employed (e.g., a partner) and receive income for personal services you performed with respect to the trade or business covered by the Plan (but are not an independent contractor with respect to such trade or business)

## **TRANSFERS OF EMPLOYMENT**

If you are transferred from other employment with your Employer or a Related Company to employment in an "eligible class" of employees (as described in **ELIGIBILITY REQUIREMENTS** above), you will be eligible to participate beginning on your transfer date if you would have been eligible to participate on or before your transfer date if you had been employed in an "eligible class" for your entire period of employment. Otherwise, you will be eligible to participate as provided in **ELIGIBILITY REQUIREMENTS**.

## **REEMPLOYMENT**

If your employment terminates and you are later reemployed in an "eligible class" of employees (as described in **ELIGIBILITY REQUIREMENTS** above), you will be eligible to participate beginning on your reemployment date if you were eligible to participate at the time you terminated employment. Otherwise, you will be eligible to participate when you have met the requirements above.

## **ELIGIBILITY SERVICE**

### *Crediting Eligibility Service*

You are credited with a year of Eligibility Service if you complete at least 1,000 Hours of Service by the anniversary of your hire date. If you do not complete at least 1,000 Hours of Service during that period, you will be credited with a year of Eligibility Service for the first Plan Year beginning after your hire date in which you complete at least 1,000 Hours of Service.

## **YOUR CONTRIBUTIONS**

### **401(k) CONTRIBUTIONS**

If you elect to make 401(k) Contributions, you authorize your Employer to reduce the Compensation you would regularly receive by a specified amount. This amount is then deposited in your Account as a 401(k) Contribution. You do not pay federal income taxes (or, in many states, state income taxes) on Compensation you contribute to the Plan as 401(k) Contributions for the year in which you make the contribution. Those amounts are not taxed until they are distributed from the Plan.

### ***How to Make an Election***

To make 401(k) Contributions, you must notify the Administrator of your election in accordance with the rules established by the Administrator at least as many days before the date on which your election is to become effective as the Administrator prescribes.

### ***Amount of 401(k) Contributions***

You may contribute a percentage of your Compensation up to the maximum permitted under law.

### ***Commencement of 401(k) Contributions***

401(k) Contributions will be made from your Compensation as provided in your election beginning as soon as reasonably practicable after the date your election is effective.

### ***Change in Amount of 401(k) Contributions***

You may change the amount your Employer withholds from your future Compensation effective as of such dates during the Plan Year as the Administrator prescribes. To change the amount of your 401(k) Contributions, you must notify the Administrator in accordance with the rules established by the Administrator at least as many days before the date the change is to take effect as the Administrator prescribes.

### ***Suspension of 401(k) Contributions***

You may direct your Employer to stop withholding amounts from your future Compensation and suspend your 401(k) Contributions at any time. To suspend your 401(k) Contributions, you must notify the Administrator in accordance with the rules established by the Administrator at least as many days before the date the suspension is to take effect as the Administrator prescribes. The suspension will take effect for Compensation paid to you after the required notice period is over.

If you suspend your 401(k) Contributions, the suspension will remain in effect until you elect to resume making 401(k) Contributions again.

### ***Resumption of 401(k) Contributions***

If you suspend your 401(k) Contributions, you may resume making 401(k) Contributions effective as of such dates during the Plan Year as the Administrator prescribes. To resume your 401(k) Contributions you must notify the Administrator in accordance with the rules established by the Administrator at least as many days before the date 401(k) Contributions are to resume as the Administrator prescribes.

### ***Limitation on Amount of Contribution***

Federal law limits the amount of 401(k) Contributions that you can make to the Plan each calendar year. For 2009, the maximum amount is \$16,500. This amount may be adjusted for inflation in future years. Any adjustment will be in increments of \$500. If the Administrator determines that the amount you authorize your Employer to withhold from your Compensation and/or bonus would exceed the maximum amount permitted for the year, the Administrator will adjust the amount withheld so that it does not exceed the maximum.

### ***Catch Up Deferral Contributions***

If you will be age 50 or older by the end of the calendar year, you may make Catch Up Deferral Contributions that exceed the above limitation on 401(k) Contributions. Your total Catch Up Deferral Contributions for a year cannot exceed the Catch Up Limit in effect for the year. For 2009 the Catch Up Limit is \$5,500. This amount may be adjusted each year for cost of living.

## **ROLLOVER CONTRIBUTIONS**

If you are in an "eligible class" (as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS**), you may elect to roll over qualified distributions into the Plan, regardless of whether you have satisfied any age or service requirements to participate in the Plan.

Your Rollover Contributions are subject to all the terms and conditions of the Plan and are only distributable to you under the terms of the Plan.

### ***Savings Eligible for Direct Rollover***

The Plan permits "direct rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet the requirements of Section 403(a) of the Internal Revenue Code, such as 401(k) or profit-sharing plans). Your "direct rollover" may include after-tax employee contributions.
- 403(b) tax-sheltered annuities (these are retirement programs for employees of tax exempt organizations or governments). Your "direct rollover" may include after-tax employee contributions.
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments)
- IRAs

A "direct rollover" is a rollover made directly from another plan or annuity without being distributed to you first. You may not make a direct rollover to the Plan of Roth contributions.

### ***Savings Eligible for Indirect Rollover***

The Plan permits "indirect rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet the requirements of Section 403(a) of the Internal Revenue Code, such as 401(k) or profit-sharing plans)
- 403(b) tax-sheltered annuities (these are retirement programs for employees of tax exempt organizations or governments)
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments)
- IRAs

An "indirect rollover" is a rollover you make to the Plan of amounts you have actually received as a distribution from another plan or annuity. You may not make an indirect rollover to the Plan of Roth contributions or after-tax employee contributions.

### ***Savings Not Eligible for Rollover***

You may not roll over, either directly or indirectly, the following:

- loans
- Roth contributions

The Administrator may require you to provide information to show that the savings you want to roll over meet the Plan requirements.

### ***Rollover Procedures***

If the distribution qualifies, you may roll it over into the Plan by having it delivered to the Trustee. If you actually receive distribution of the amount you are rolling over, your Rollover Contribution must be delivered to the Trustee within 60 days of the date you received it.

### ***Treatment of Rolled Over After-Tax Contributions***

If you roll over after-tax employee contributions to the Plan, those amounts will be treated like Rollover Contributions under the Plan.

## **VESTED INTEREST IN YOUR CONTRIBUTIONS**

Your Vested Interest in the Value of the following Contributions in your Account is always 100% :

- 401(k) Contributions
- Rollover Contributions

## **EMPLOYER CONTRIBUTIONS**

In addition to your contributions, your Employer may make Employer Contributions to your Account. You are not taxed on any Employer Contributions made to your Account until distribution is made to you.

## **MATCHING CONTRIBUTIONS**

### ***Regular Matching Contributions***

Each Plan Year or, if the Employer so chooses, at the same time Tax-Deferred contributions are contributed or any other time as permitted by law and regulation, your Employer, in its discretion, may make a Regular Matching Contribution to your Account equal to a percentage, determined by the Sponsor, of your 401(k) Contributions for the Plan Year or, if the Employer so chooses, at the same time Tax-Deferred contributions are contributed or any other time as permitted by law and regulation.

Your Employer will match your Catch Up Deferral Contributions to the Plan.

### ***True Up Matching Contributions***

If the sum of the Regular Matching Contributions made to your Account each Plan Year or, if the Employer so chooses, at the same time Tax-Deferred contributions are contributed or any other time as permitted by law and regulation is less than the maximum amount that could have been made based on your 401(k) Contributions for the full Plan Year, your Employer may make an additional True Up Matching Contribution. The True Up Matching Contributions will be equal to the amount needed to make your Matching Contributions for the full Plan Year equal the maximum described above.

### ***Limitations on Regular Matching Contributions***

The following 401(k) Contributions are *not* included in determining the amount of the Regular Matching Contributions your Employer makes to your Account:

- Contributions exceeding the dollar amount or percentage of Compensation elected by your Employer for the Plan Year. If your Employer elects a percentage of

Compensation limit, Compensation you earned before becoming eligible for Matching Contributions is *not* included in determining this limit.

## **NONELECTIVE CONTRIBUTIONS**

Each Plan Year, your Employer may, in its discretion, make a Nonelective Contribution to your Account equal to a percentage of your Compensation, determined by the Sponsor, for the Plan Year.

Compensation you earned before you first became eligible to participate in the Plan will be excluded in determining the amount of your Nonelective Contributions.

## **ALLOCATION REQUIREMENTS**

You may receive Regular Matching Contributions for a particular Plan Year or, if the Employer so chooses, at the same time Tax-Deferred contributions are contributed or any other time as permitted by law and regulation if you are eligible to participate in the Plan at any time during that Plan Year or, if the Employer so chooses, at the same time Tax-Deferred contributions are contributed or any other time as permitted by law and regulation.

You may receive True Up Matching Contributions for a particular Plan Year if you are eligible to participate in the Plan at any time during that Plan Year.

You may receive Nonelective Contributions for a particular Plan Year only if you also: (i) complete at least 1,000 Hours of Service during the Plan Year; and (ii) are employed by the Employer in an "eligible class" (as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS**) on the last day of the Plan Year. The number of Hours of Service required to receive Nonelective Contributions will be pro-rated for any short Plan Year.

However, you will share in the allocation of Nonelective Contributions even if you do not satisfy the last day allocation requirement described above because:

- you retire on or after your Normal Retirement Date
- you die
- you become Disabled.

In addition, you will share in the allocation of Nonelective Contributions even if you do not satisfy the annual service allocation requirement described above because:

- you retire on or after your Normal Retirement Date
- you die
- you become Disabled.

## **VESTED INTEREST IN EMPLOYER CONTRIBUTIONS**

Your Vested Interest in the Nonelective and Matching Contributions in your Account is 0% until you have completed 3 years of Vesting Service. Upon completion of 3 years of Vesting Service, your Vested Interest in the Nonelective and Matching Contributions in your Account will be 100%.

Notwithstanding the foregoing, if you are employed by an Employer (or a Related Company) on your Normal Retirement Date, the date you become Disabled, or the date you die, your Vested Interest in the following contributions in your Account will be 100%:

- Nonelective Contributions
- Matching Contributions

## **VESTING SERVICE**

Vesting Service is used to determine your Vested Interest under the applicable schedule above.

### *Crediting of Vesting Service*

You are credited with a year of Vesting Service for each Plan Year in which you complete at least 1,000 Hours of Service.

### *Excluded Vesting Service*

The following Vesting Service that would otherwise be credited to you under the rules above is excluded in determining your Vested Interest in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account:

- Vesting Service completed after you return to work with the Employer following 5 consecutive Breaks in Service is not taken into account in determining your Vested Interest in your Account prior to your Break in Service.

## **PLAN INVESTMENTS**

### **WHERE PLAN CONTRIBUTIONS ARE INVESTED**

You direct how the contributions made to your Account are invested. You may direct that contributions be invested in any of the funds made available to you under the Plan. The Administrator will provide you with a description of the different investment funds available. New investment funds may be added and existing funds changed. The Administrator will update the description of the available funds to reflect any changes.

## **MAKING INVESTMENT ELECTIONS**

### ***Investment Elections***

When you become eligible to participate in the Plan, you must notify the Administrator of your investment elections in accordance with the rules established by the Administrator. Your investment election must specify the percentage of contributions to your Account that will be invested among the available investment funds.

### ***Failure to Direct Investments***

If you do not direct how contributions to your Account should be invested, the contributions will be invested among the investment funds selected by the Administrator.

### ***Change of Investment Elections***

You may change how contributions to your Account are invested effective as of the business day the Administrator receives your instructions. To perform this transaction you must notify the Administrator in accordance with the rules established by the Administrator.

### ***Transfers Between Funds***

You may transfer any amount held in your Account from one investment fund to another investment fund. You must specify the amount that is to be transferred.

A transfer may be made effective as of the business day the Administrator receives your instructions. To make a transfer, you must notify the Administrator in accordance with the rules established by the Administrator.

### ***Restrictions on Transfers***

In order to prevent excessive or abusive trading or "market timing", the Administrator may prescribe rules that limit the number of transfers that you can make during a specified period or that otherwise prevent this abuse. For more information, you should contact the Administrator.

## **VALUING YOUR ACCOUNT**

The Trustee periodically adjusts the Value of your Account to show any earnings or losses on your investments, any distributions that you have received, and any contributions that have been made to your Account since the preceding adjustment date. This adjustment is made daily.

The Value of your Account may increase or decrease at any time due to investment earnings or losses. You are only entitled to receive from the Plan the Value of your Vested Interest in your Account on the date distribution is made to you. That Value will be determined on the



adjustment date immediately preceding the date of distribution and may be larger or smaller than the Value determined on any other adjustment date. Neither the Trustee nor the Employer guarantees your Account from investment losses.

## **LOANS FROM YOUR ACCOUNT**

You may apply for a loan from your Account if you are a "party in interest" (generally, any employee of an Employer or a Related Company or certain individuals who have an ownership interest in an Employer or a Related Company). If you have made a Rollover Contribution to the Plan, but have not yet met the eligibility requirements to participate in the Plan, you may not receive a Plan loan until you have met the eligibility requirements to participate.

The Administrator will provide you with a copy of the rules governing Plan loans.

Any Plan loan made to you will be treated as a separate investment of the assets held in your Account.

## **INTERNAL REVENUE CODE RULES**

Specific Internal Revenue Code rules govern loans from tax-qualified plans. Any Plan loan must meet the following minimum requirements set forth in the IRS rules:

- **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money
- **Loan amount:** cannot exceed specified limits when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by your Employer or a Related Company
- **Loan term:** cannot exceed 5 years, unless it is used to purchase your principal residence.
- **Repayment schedule:** must be substantially equal installments made not less frequently than quarterly. Some exceptions are made for unpaid leaves.

The loan guidelines provided by the Administrator may have more stringent requirements than the IRS minimum. In that case, any Plan loan must meet the more stringent requirements set forth in the loan guidelines.

## **COLLATERAL FOR LOAN**

If you receive a Plan loan, a portion of your Vested Interest in your Account equal to the lesser of the loan amount or 50% of your Vested Interest will be used as collateral for the loan. You may not receive a loan in excess of 50% of your Vested Interest. If you are currently employed by an Employer, you must agree to repay the loan by payroll withholding. If a Plan loan is still outstanding at the time distribution of your Account is to be made, the amount distributed to you

will be reduced by the amount of your Vested Interest in your Account that is held as collateral for the loan, but only to the extent necessary to repay the loan.

### **DEFAULT ON A LOAN**

You will not receive a Plan loan unless you agree that your Account may be charged for unpaid principal and interest if you default on the loan. A Plan loan will be declared to be in default if either (1) you fail to make a required payment before the end of the calendar quarter following the calendar quarter in which the payment was due or (2) there is an outstanding principal balance after the last scheduled repayment date.

### **SPECIAL LOAN RULES**

- **Minimum loan amount:** \$1,000
- **Limit on outstanding loans:** only 1 outstanding Plan loan permitted at any time
- **Prepayment of full outstanding balance:** permitted without penalty
- **Due on termination:** outstanding balance immediately due and owing on termination of employment
- **Rollover of loans:** you may not roll over any loan note

## **IN-SERVICE WITHDRAWALS**

Under certain circumstances, you may make a cash withdrawal from your Account while you are still employed by your Employer.

### **WITHDRAWALS OF ROLLOVER CONTRIBUTIONS**

You may withdraw all or a part of the Value of the Rollover Contributions in your Account.

Your withdrawal will be effective as soon as practicable after Administrator approval.

### **NON-HARDSHIP WITHDRAWALS AT SPECIFIED AGE**

If you have reached the age specified below, you may withdraw all or a part of the Value of the following contributions held in your Account:

- 401(k) Contributions at age 59 1/2

Your withdrawal will be effective as soon as practicable after Administrator approval.

## **HARDSHIP WITHDRAWALS**

If you incur an immediate and heavy financial need, you may withdraw all or part of the Value of the following contributions held in your Account:

- 401(k) Contributions (excluding investment earnings)

You may only make a hardship withdrawal if the Administrator determines that the withdrawal is necessary to meet your financial need. You must apply for a hardship withdrawal such number of days before the effective date as the Administrator prescribes.

### ***Financial Needs For Which Hardship Withdrawals Are Available***

The financial needs for which you can get a hardship withdrawal are:

- medical expenses of you, your Spouse (as defined under Federal rules), or your dependents for the diagnosis, cure, mitigation, treatment, or prevention of disease. (Generally, your dependent for this purpose is as defined for purposes of receiving an income tax deduction, without regard to certain rules, including the rule precluding persons who have gross income for the year equal to or greater than the exemption amount from being claimed as dependents.)
- purchase of your principal residence (excluding mortgage payments)
- tuition payments, related educational fees, and room and board expenses for post-secondary education for you, your Spouse, or your dependents
- prevention of your eviction from your principal residence or foreclosure on the mortgage of your principal residence
- funeral or burial expenses for your deceased parent, Spouse, child, or dependent. (Generally, your dependent for this purpose is as defined for purposes of receiving an income tax deduction, without regard to the rule precluding persons who have gross income for the year equal to or greater than the exemption amount from being claimed as dependents.)
- expenses for the repair of damages to your principal residence that would qualify for a casualty loss deduction (determined without regard to whether the loss exceeds 10% of your adjusted gross income)

### ***Demonstrating Need for Hardship Withdrawal***

The Administrator will approve your hardship withdrawal if all of the following requirements are met:

- the withdrawal amount does not exceed the amount you need to meet your financial need

- you have obtained all other distributions and all non-taxable loans available to you from any plan maintained by your Employer or any Related Company
- you suspend your 401(k) Contributions to the Plan (and any other plan maintained by your Employer or any Related Company) for at least 6 months after receipt of the withdrawal

***Limitations on Hardship Withdrawals***

Your hardship withdrawal may include amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal.

Your hardship withdrawal will be effective as soon as practicable after Administrator approval.

**FORFEITURE OF NON-VESTED AMOUNTS**

If your employment terminates with your Employer (and all Related Companies) and you are not 100% vested in the Value of the Employer Contributions in your Account at that time, you will forfeit the non-vested portion of your Account.

***Timing of Forfeiture***

- If you have no Vested Interest in your Account, your Account will be forfeited on the date your employment terminates
- If you have a Vested Interest in your Account and receive distribution of that amount because of your termination, the non-vested portion of your Account will be forfeited on the date distribution is made to you
- If you have a Vested Interest in your Account, but do not receive distribution of that interest because of your termination, the non-vested portion of your Account will be forfeited on the date you incur 5 consecutive Breaks in Service following your termination of employment

If you are reemployed by an Employer (or a Related Company) before the non-vested portion of your Account is forfeited, the forfeiture will not occur.

***Recrediting of Forfeited Amounts***

If you are reemployed by an Employer (or a Related Company) after forfeiting the non-vested portion of your Account, the amount you forfeited will be recredited to your Account if:

- you are reemployed before you incur 5 consecutive Breaks in Service after the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account)
- you become an employee covered under the Plan before the earlier of (1) 5 years from your reemployment date or (2) the date you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account)
- you received distribution of the vested portion of your Account, you repay the full amount of the distribution attributable to Employer Contributions before the earlier of (1) 5 years from your reemployment date or (2) the date you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you

### *Treatment of Forfeited Amounts*

Amounts that are forfeited during a Plan Year are used to meet your Employer's contribution obligations to the Plan or to pay Plan expenses, as directed by the Administrator.

## **DISTRIBUTION OF YOUR ACCOUNT**

### **DISTRIBUTION TO YOU**

If your employment terminates with your Employer (and all Related Companies), the Plan permits distribution of your Account. Distribution may be made as soon as reasonably practicable following the date your employment terminates.

You may postpone distribution until April 1 of the calendar year following the calendar year in which you reach age 70 1/2.

If your employment has not terminated, you may elect to transfer your entire Account from the Plan to another plan maintained by the Employer or a Related Company if:

- you transfer from employment in an "eligible class" (as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS**) to other employment with an Employer or a Related Company that is not covered by the Plan
- the other employment is covered by another profit-sharing plan that includes a cash or deferred arrangement qualified under Code Section 401(k)
- you make a voluntary, fully-informed election to transfer your entire Account to the other plan

The Plan provides for distribution of your Account while you are still employed if:

- you have reached Normal Retirement Date
- you have become Disabled

### ***Application for Distribution***

Unless your Account is cashed out as described below, distribution of your Account will not be made until April 1 of the calendar year following the calendar year in which you reach age 70 1/2 or retire, whichever is later, unless you have filed an earlier application for distribution with the Administrator.

### ***Suspension of Distribution***

If you are reemployed by your Employer (or a Related Company) before distribution of the full Value of your Account has been made, distribution of your Account will be suspended until your reemployment terminates.

### ***Required Distribution***

Internal Revenue Code rules require that distribution of your Plan account begin no later than the April 1 following the close of the calendar year in which you reach age 70 1/2 or retire, whichever is later. Special rules apply if you are a 5% owner of an Employer (see the Administrator for details).

## **SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS**

If you terminate employment before reaching age 55 and elect to receive distribution of your Account before reaching age 59 1/2, you may be subject to a 10% penalty tax on your distribution. You should consult your own tax advisor to determine whether this tax applies to you.

## **DISTRIBUTION TO YOUR BENEFICIARY**

If you die before distribution of the full Value of your Account has been made to you, distribution of your Account will be made to your Beneficiary as soon as reasonably practicable following the date your Beneficiary files an application for distribution with the Administrator. Distribution to your Beneficiary will be made no later than the end of the fifth calendar year beginning after your death.

## **CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION**

If the Value of your Vested Interest in your Account is \$5,000 or less, your Account will be "cashed out" by distributing your Vested Interest in your Account in a single-sum payment or by direct rollover to an IRA or other eligible retirement plan as soon as reasonably practicable

following the date your employment terminates. Your Account will be cashed out even if you do not consent to the distribution.

If the Value of your Vested Interest in your Account is more than \$5,000, distribution of your Account cannot be made before your Normal Retirement Date without your written consent.

## **AUTOMATIC ROLLOVERS**

If the Value of your Vested Interest in your Account is \$5,000 or less, the Administrator will notify you of the cashout rules and give you the opportunity to elect whether to (1) receive payment yourself or (2) have the payment rolled over directly to the IRA or other eligible plan that you select. If you do not make an election within the period prescribed by the Administrator, and distribution of your Account is to be made before your Normal Retirement Date, tax rules require that your Vested Interest in your Account be rolled over directly to an IRA maintained by a provider selected by your Employer (an "automatic rollover IRA").

The automatic rollover rules only apply to you if the Value of your Vested Interest in your Account is more than \$1,000. If the Value of your Vested Interest is \$1,000 or less, and you do not make an election, payment will be made directly to you.

You are the beneficial owner of any automatic rollover IRA established for you. The automatic rollover IRA must initially be invested in products that are designed to preserve principal (the amount of the initial investment) and provide a reasonable rate of return, consistent with retaining liquidity (so that you can change investments readily). Examples of this kind of investment product are money market funds and certificates of deposit. As the IRA owner, you will be able to change your future investments.

All fees and expenses of maintaining the automatic rollover IRA will be paid directly from your IRA. For more information regarding automatic rollover IRAs, contact the Administrator at the telephone number and address shown at the beginning of this booklet.

## **FORM OF PAYMENT**

### **FORM OF PAYMENT TO YOU**

- **Single-sum payment:** Distribution of your Account will be made in one payment
- **Special distributions:** At the date distribution of your Account is required to begin under federal law, you may elect to receive distribution during that employment in a series of installment payments that meet federal minimum distribution requirements
- **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a

20% mandatory federal income tax withholding applies to the distribution. All or any portion of the distributions of your Account balance are eligible for rollover except:

- any distribution that is required under the Internal Revenue Code
- any hardship withdrawal

## **FORM OF PAYMENT TO YOUR BENEFICIARY**

If you die before distribution of your Account is made, distribution of your Account will be made to your Beneficiary in a single-sum payment or, if your Beneficiary is your surviving Spouse (or former spouse under a domestic relations order), a direct rollover, as described above.

If you die before the date distribution of your Account is required to begin under federal law, distribution of your Account will be made to your Beneficiary in any of the forms of payment available under the Plan that your Beneficiary selects.

## **YOUR BENEFICIARY UNDER THE PLAN**

### ***Beneficiary if You are Not Married***

You may designate a Beneficiary on the form provided by the Administrator to receive distribution of your Account if you die. Unless you marry (or remarry), your Beneficiary will not change until you file a new designation of Beneficiary form with the Administrator designating a different Beneficiary.

### ***Beneficiary if You are Married***

If you are married, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary on the form provided by the Administrator with your Spouse's written consent.

### ***Effect of Marriage on Prior Beneficiary Designation***

If you designate a non-Spouse Beneficiary and then get married, your prior Beneficiary designation will be ineffective.

### ***Beneficiary Where There is No Designated Beneficiary***

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse, your estate.



## **SPOUSAL CONSENT**

If you make an election that requires your Spouse's written consent, your Spouse's consent must be witnessed by a Plan representative or a notary public. If you are designating a Beneficiary, your Spouse's consent must specifically acknowledge the Beneficiary that you have selected. Instead of specifically acknowledging your designated Beneficiary, your Spouse's consent may be a general consent that permits you to change your selection without further spousal consent.

Your Spouse's written consent will not be required if you make a good faith attempt to find your Spouse and your Spouse cannot be located, you have a court order stating that you are legally separated from your Spouse, or you have a court order stating that your Spouse has abandoned you.

## **CLAIMS FOR BENEFITS**

In order to receive benefits, you will need to submit an application for benefits to the Administrator. You will receive a written response within 90 days (or, under certain circumstances, 180 days).

### ***Claim Denial***

If your claim is denied, the Administrator's notice will state the following:

- the specific reason(s) for the denial
- the Plan provisions that support the denial
- any additional information needed to complete your application and an explanation of why it is needed
- information on how to have your claim reviewed

### ***Review of Administrator's Decision***

If you disagree with a decision made by the Administrator regarding a claim under the Plan, you have the right to ask the Administrator for a review of its decision. You should contact the Administrator at its business address or at its business phone number within 60 days of the date on which you receive notice of denial of the claim. A request for review must contain the following information:

- the date you received notice of denial of your claim and the date your request for review is filed
- the specific part of the claim you want reviewed

- a statement setting forth the basis upon which you think the decision should be reversed
- any written material that you think is pertinent to your claim and that you want the Administrator to examine

Unless additional time is required, the Administrator (or other fiduciary responsible for reviewing claims) will review the denial of your claim and notify you in writing of its final decision, within 60 days of the filing of your request. If additional review time is needed, you will be notified. In no event will the review period exceed 120 days.

If your claim is denied on review, the notice will state the following:

- the specific reason(s) for the denial
- the Plan provisions that support the denial
- that you are entitled to receive reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits
- information on any voluntary appeal procedures
- a statement of your right to bring a civil action under ERISA

## **AMENDMENT AND TERMINATION OF THE PLAN**

### ***Plan Amendment***

The Sponsor reserves the right to amend the Plan, either prospectively or retroactively.

### ***Plan Termination***

The Sponsor reserves the right to terminate the Plan at any time. In addition, an Employer may withdraw from the Plan at any time. If an Employer withdraws from the Plan, the Employer will determine whether the withdrawal should be treated as a termination of the Plan with respect to its employees.

If the Plan is terminated, you will be 100% vested in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account and distribution of your Account will be made as permitted under federal law.

## MISCELLANEOUS INFORMATION

### ***Plan Booklet Does Not Create Employment Contract***

The only purpose of this booklet is to provide you with information about the benefits available under the Plan. The booklet is not intended to create an employment contract between you and your Employer. Nothing in this booklet should be construed as a limitation on your right or your Employer's right to terminate your employment at any time, with or without cause.

### ***No Guarantees Regarding Investment Performance***

Neither the Sponsor, your Employer, the Administrator, nor the Trustee guarantees any particular investment gain or appreciation on your Account nor guarantees your Account against investment losses or depreciation.

### ***Payment of Administrative Expenses***

Generally, the expenses of administering the Plan are paid from Plan assets, unless your Employer elects to make the payment. If administrative expenses are paid from Plan assets, they will first be reduced by any forfeitures the Administrator has directed to be used for payment of expenses. Any remaining expenses will be shared among all participants' Accounts.

Your Account's share of each expense will be either a flat fee for all Accounts or a percentage of the expense (determined in the ratio that the Value of your Account bears to the total Value of all Accounts).

Although expenses are generally shared among the Accounts, administrative expenses incurred as a direct result of your activities under the Plan are allocated to, and may be deducted, from your Account. These expenses may include any or all of the following:

- Expenses incurred as a result of you exercising an investment election
- Expenses incurred as a result of you utilizing the Plan's investment advice services

### ***Qualified Domestic Relations Orders***

Generally, federal law prohibits payment of your Account to someone other than you, unless you have died. An exception to this rule is made for qualified domestic relations orders. A qualified domestic relations order may require that a portion of your Account be paid to someone other than you or your Beneficiary.

"Qualified domestic relations orders" are court judgments, decrees, etc. that pertain to child support, alimony, or marital property and that meet specific legal requirements. The Administrator has procedures for determining whether a court judgment or decree meets the

specific legal requirements to be a qualified domestic relations order. You or your Beneficiary may obtain, without charge, a copy of these procedures from the Administrator.

### ***Military Leave***

If you return to employment following a military leave, you may be entitled to benefits under the Plan for the period that you were absent from employment. You should see the Administrator for information regarding Plan benefits during military leave.

### ***Return of Contributions to Your Employer***

If your Employer makes a contribution to your Account by mistake or if your Employer cannot deduct a contribution made to the Plan on its tax return, that contribution will be returned to your Employer in accordance with federal law.

## **TOP-HEAVY PROVISIONS**

Federal law requires that the Plan contain certain provisions that become effective only if the Plan becomes top-heavy. The Plan will become "top-heavy" if the aggregate Value of Accounts for certain officers and shareholders is 60% or more of the Value of all assets held under the Plan. If the Plan becomes top-heavy, specific minimum vesting and minimum benefits provisions become effective. If the Plan becomes top-heavy, the Administrator will notify you and give you additional details regarding these provisions.

## **LIMITATIONS ON CONTRIBUTIONS**

If you are a Highly Compensated Employee, federal law limits the amount of 401(k) Contributions that you can make to the Plan and the amount of Matching Contributions that your Employer can make to your Account in relation to the contributions made to the Plan for other employees. If the Administrator determines that contributions for Highly Compensated Employees would impermissibly exceed the contributions for other employees, it may adjust the amount of 401(k) Contributions and Matching Contributions that would otherwise be made for Highly Compensated Employees.

In addition, total contributions to the Plan are subject to annual limitations under the Internal Revenue Code. Amounts that would exceed those limits will be distributed or forfeited as provided under the Plan.

If you will be age 50 or older by the end of the year, you may make Catch Up Deferral Contributions that exceed the limits otherwise applicable to Highly Compensated Employees or that exceed the annual limit described above. The amount of such Catch Up Deferral Contributions cannot exceed the Catch Up Limit for the year reduced by any other Catch Up Deferral Contributions you have made for the year (*i.e.*, any 401(k) Contributions you have made for the year that exceed another applicable limit).

## **MORE THINGS YOU SHOULD KNOW**

Your Employer makes contributions to the Plan solely for your benefit. All the assets of the Plan are held for the exclusive benefit of participants and their beneficiaries. The Plan is qualified under the Internal Revenue Code as a profit-sharing plan.

If your employment terminates with your Employer (and all Related Companies) before you are fully vested in your Account, you will lose the non-vested portion of your Account.

Because the Plan assets are held in individual Accounts and are never less than the total benefits payable to participants, no insurance of benefits by the Pension Benefit Guaranty Corporation under Title IV of ERISA is necessary or available. The Plan is subject, however, to the applicable provisions of Title I of ERISA (protection of employee benefit rights) and Title II of ERISA (amendments to the Internal Revenue Code relating to retirement plans).

## **YOUR RIGHTS UNDER THE PLAN**

The Plan is covered by ERISA, which was designed to protect employees' rights under benefit plans. As a participant of the Plan, you should know as much as possible about your Plan benefits. You are entitled to:

- Examine, without charge, at the ERISA plan administrator's office during normal business hours and at other specified locations copies of all Plan documents and other Plan information filed by the ERISA plan administrator with the U.S. Department of Labor, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report
- Obtain, upon written request to the ERISA plan administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, the latest copy of the annual report and an updated summary plan description. The ERISA plan administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The ERISA plan administrator is required by law to furnish each participant with a copy of this report at no charge.
- Obtain a statement once a year, upon written request addressed to the ERISA plan administrator, of your accrued benefits under the Plan, and, if you are not fully vested, the earliest date on which you will have a nonforfeitable right to such benefits
- Obtain information as to whether a particular employer has adopted the Plan and, if so, the employer's address, upon written request addressed to the ERISA plan administrator

- Receive a written explanation with respect to any denied benefit claim regarding the reasons for such denial and the steps that must be taken in order to have such denial reviewed

ERISA imposes duties upon the people who are responsible for the operation of the Plan. Such people are called "fiduciaries" and have a duty to act prudently and in the best 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 a benefit or exercising your rights under ERISA.

Although the Administrator carefully administers the Plan, if for some reason you believe that you have been improperly denied a benefit, you have a right to file suit in state or federal court. However, you cannot bring an action at law or in equity unless you have exercised your appeal rights (see **CLAIMS FOR BENEFITS** above) and your benefits requested in the appeal have been denied in whole or in part.

If you believe a Plan fiduciary has misused Plan funds, or if documents you have requested are not furnished within 30 days (barring circumstances beyond the ERISA plan administrator's control), you have the right to file suit in federal court or request assistance from the U.S. Department of Labor. Service of legal process may be made upon the agent designated in **PLAN IDENTIFICATION INFORMATION** at the front of this booklet.

The Sponsor does not believe that filing suit will ever be necessary, but should you feel that it is, the law protects you from being fired or otherwise discriminated against to prevent you from exercising your rights under ERISA or obtaining a benefit under the Plan. If you win a lawsuit, the court may award you certain penalties (up to \$110.00 per day) if the ERISA plan administrator refused to provide the materials you requested, until you receive such materials.

After deciding your case, the court may also decide whether the losing party should pay court costs and the fees and expenses of the winning party. For example, if the court finds your claim to be frivolous, you may be required to pay the fees and other costs involved in defending the case.

If you have any questions, you should contact the ERISA plan administrator at the address indicated in **PLAN IDENTIFICATION INFORMATION** at the front of this booklet.

If you have any questions about this statement of your rights under ERISA, you may 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.

## GLOSSARY

<b><i>Account</i></b>	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
<b><i>Administrator</i></b>	The person and/or entity responsible for the day-to-day administration of the Plan such as collecting election forms from employees.
<b><i>Beneficiary</i></b>	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
<b><i>Break in Service</i></b>	A Vesting Service crediting period in which you complete fewer than Hours of Service.
<b><i>Catch Up Deferral Contribution</i></b>	Any contribution that you make to the Plan on a before-tax basis for any year (beginning with the year you reach age 50) that exceeds the amount you may contribute to the Plan as 401(k) Contributions by no more than the Catch Up Limit in effect for the year.
<b><i>Catch Up Limit</i></b>	The maximum amount by which your Catch Up Deferral Contributions for a particular year may exceed the limitations applicable to 401(k) Contributions for the year. The Catch Up Limit for 2009 is \$5,500. This amount may be adjusted for future years.
<b><i>Compensation</i></b>	<p>Your Compensation for any period means the wages as defined in Code Section 3401(a), determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed, and all other payments made to you for such period for services as a "covered employee" for which your Employer is required to furnish you a written statement under Code Sections 6041(d), 6051(a)(3), and 6052 (commonly referred to as W-2 earnings).</p> <p>Compensation also includes amounts you defer under the Plan, transportation fringe benefits you receive from your Employer that are excluded from your taxable gross income, and amounts that you contribute on a pre-tax basis to a cafeteria plan, 403(b) account, or other plan. For purposes of this paragraph, amounts</p>

under a group health plan that a Participant cannot receive in cash in lieu of coverage under the group health plan because the Participant cannot certify that he has other health coverage will nevertheless be deemed to be excluded from the Participant's taxable income pursuant to Code Section 125.

Compensation taken into account in determining the amount of contributions that you or your Employer can make to your Account generally does *not* include amounts paid to you after your employment terminates.

Your Compensation if you are self employed means your earnings for personal services you performed for the business covered by the Plan.

Legal rules limit the Compensation that may be included under the Plan each year. For 2009, the maximum amount is \$245,000 (this limit may be adjusted annually).

***Disabled***

You have a mental or physical condition that is likely to result in death or is expected to continue for at least 6 months and that prevents you from continuing in employment with your Employer. You are Disabled only if you meet one or more of the following criteria:

- you are eligible for Social Security disability payments
- you are eligible for benefits under the Employer's long term disability program

***Eligibility Service***

The service credited to you that is used for determining whether you are eligible to participate in the Plan by making 401(k) Contributions or by receiving Employer Contributions.

***Employer***

A company that participates in the Plan. This company could be the Sponsor or a Related Company that adopts the Plan with the Sponsor's consent. Employers that have adopted the Plan include: All employers of the Sponsor's controlled group of employers and affiliated services group unless specifically excluded herein.

***Employer Contribution***

Any contribution that your Employer makes to your Account.

***ERISA***

The Employee Retirement Income Security Act of 1974.



***401(k)  
Contribution***

Any contributions made on your behalf by your Employer as provided in your salary reduction election.

***Highly  
Compensated  
Employee***

An employee who is highly compensated in accordance with specific IRS rules. Generally, you may be a Highly Compensated Employee under the IRS rules if you are a 5% owner in the current or preceding year or you were paid more than the applicable limit set by the federal government during the preceding year. For 2009, this limit is \$110,000 (this limit may be adjusted annually). If you are concerned that you may be a Highly Compensated Employee, you should consult the Administrator.

***Hour of Service***

Each hour that is used for determining your Eligibility Service and your Vesting Service. An Hour of Service is each hour for which you are paid or entitled to be paid by your Employer, a Predecessor Employer, or a Related Company and includes your time at work, vacations, holidays, paid sick days, jury duty, military duty, approved leaves of absence, and certain maternity and paternity leaves of absence. However, no more than 501 Hours of Service will be used to determine your service for any period for which you are not actually working, unless you are absent because of military duty and you return to employment while your reemployment rights are protected under federal law.

***Leased Employee***

An employee who is actually employed by another company (the "leasing organization"), but who is leased to the Employer on a substantially full-time basis. If you are a Leased Employee, you may be eligible for benefits under the Plan if you meet all of the following requirements:

- you have worked for the Employer for at least 1 year
- you perform services under the primary direction or control of the Employer
- you are not covered by another plan maintained by the leasing organization that provides certain minimum benefits

<b><i>Matching Contribution</i></b>	Any Employer Contribution your Employer makes to your Account because of your 401(k) Contributions.
<b><i>Nonelective Contribution</i></b>	Any Employer Contribution made to the Plan by your Employer as described in detail in <b>EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS.</b>
<b><i>Normal Retirement Date</i></b>	The date you are entitled to retire with full benefits. Your Normal Retirement Date is the date you reach age 65.
<b><i>Plan</i></b>	The Miracle Restaurant Group 401(k) Plan.
<b><i>Plan Year</i></b>	The period on which the Plan's records are kept. The Plan Year is the 12-month period ending on December 31.
<b><i>Predecessor Employer</i></b>	Any company that is a predecessor to your Employer, under Internal Revenue Code Rules, provided your Employer maintains a Plan of that company.  In addition, the following companies are treated as Predecessor Employers under the Plan: Specialty Foods Systems, Inc.
<b><i>Regular Matching Contributions</i></b>	Any Matching Contribution other than: <ul style="list-style-type: none"> <li>• a True Up Matching Contribution</li> </ul>
<b><i>Related Company</i></b>	Any company or business that is considered to be related to an Employer under Internal Revenue Code rules.
<b><i>Rollover Contribution</i></b>	Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.
<b><i>Sponsor</i></b>	The company that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is Miracle Restaurant Group.
<b><i>Spouse</i></b>	The person of the opposite sex to whom you are married in a legal union between one man and one woman as husband and wife.

***True Up Matching Contribution***

A Matching Contribution made to the Plan at your Employer's discretion for a Plan Year that when added to the Regular Matching Contributions made to your Account will provide Matching Contributions at the maximum rate designated by the Employer for the Plan Year.

***Trustee***

The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Sponsor.

***Value***

The monetary worth of the contributions and investment earnings and losses on such contributions in your Account. Value is determined by the Trustee as of an adjustment date. See **VALUING YOUR ACCOUNT**.

***Vested Interest***

The percentage of the Value of your Account that you are entitled to receive upon distribution.

***Vesting Service***

The service credited to you that is used for determining your Vested Interest in the Value of the Nonelective Contributions and Matching Contributions in your Account.