

Summary Plan Description for
**Oneida Tribe of Indians of Wisconsin Enterprise 401(k)
Plan**

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SECTION I

INTRODUCTION

Oneida Tribe of Indians of Wisconsin has established a "Qualified Retirement Plan" in order to provide a retirement benefit and/or an opportunity to save for retirement on a tax-deferred basis for eligible Employees and their beneficiaries. The Plan is designed to meet certain requirements of the Internal Revenue Code so that the assets of the Plan may receive special tax treatment.

There are various rules that the Plan must follow to keep its "Qualified" status. This Summary Plan Description is a brief, simplified description of your Plan and your rights, obligations, and benefits under the Plan. There is a separate plan document that fully describes the Plan. If there is conflict between a statement in this Summary Plan Description and in the Plan, the terms of the Plan shall control.

Qualified Retirement Plans can be a valuable benefit to eligible Employees. Some aspects of your Plan may seem complicated. If you have any questions about the Plan you should feel free to request information from your Employer or the Plan's Service Provider, so that you can fully appreciate the value of the Plan.

SECTION II

GENERAL INFORMATION ABOUT YOUR PLAN

The Plan is known as **Oneida Tribe of Indians of Wisconsin Enterprise 401(k) Plan**. Your Employer has assigned Plan Number **005** to your Plan. Your Plan's records are maintained on a twelve-month period of time, known as the Plan Year, which ends on **December 31**. This date is also known as the "Anniversary Date".

Your Plan became effective on **January 1, 2007**, which is called the Effective Date of the Plan. It has most recently been amended and restated effective **April 1, 2011**. In addition, the plan's document has been further amended to incorporate other recent legislative changes (known as "EGTRRA").

This Plan is of the type referred to as a Profit Sharing Plan with a 401(k) arrangement. Section V, (Contributions), explains how you share in the Employer's annual contributions(s) to the trust fund and the extent to which the Employer has an obligation to make annual contribution(s) to the trust fund.

Under this Plan, there is no fixed dollar amount of retirement benefits. Your actual retirement benefit will depend on the amount of your account balances at the time of retirement. Your account balances will reflect the Employer's annual contributions, your own deferral contribution, if any, the period of time you participate in the Plan and your success in investing and re-investing the assets of your accounts. Furthermore, a governmental agency known as the Pension Benefit Guaranty Corporation (PBGC) insures the benefits payable under plans which provide for fixed and determinable retirement benefit, the PBGC does not include this Plan within its insurance program.

The assets of the Plan are held in a trust, which is completely separate from your Employer and any creditors of the Employer or any creditors of a Plan Participant as an individual.

SECTION III

PARTIES OPERATING THE PLAN

Name, address and EIN of the Sponsoring Employer:

Oneida Tribe of Indians of Wisconsin
7210 Seminary Road
Oneida, Wisconsin 54155
Telephone: (920) 864-4410
Federal Identification Number: 39-6081139

Plan Administrator:

The Sponsoring employer, listed above, is the Plan Administrator. The employer has designated the Plan trustee(s) to assist the Employer with duties of the Plan Administrator. You may contact the plan trustee(s) at the phone number listed above for the Sponsoring Employer. Your Plan's Administrator is legally responsible for the records and administration of the Plan, and has authority for filing various reports, forms and returns with the Department of Labor and the Internal Revenue Service. The Plan Administrator has authority to interpret the terms of the Plan and answer any questions you may have about your Plan.

Plan Trustee(s):

The Trustee(s) for your Plan is/are:

Reliance Trust Company
1100 Abernathy Road, 500 Northpark, Suite 400
Atlanta GA 30328-5646
800-749-0752

Upon the direction of the Plan Fiduciary, the Trustee has responsibility for overseeing the investment and management of the assets of the Trust Fund, and for monitoring the investment performance and security of the selected investment choices. The Trustee is also responsible for all government reporting relating to the Trust Fund. The Trustee may delegate some of its responsibilities to another person, firm or entity.

Service Provider:

The Employer, acting as Plan Administrator, has hired **Transamerica Retirement Services** as the Service Provider for the Plan. **Transamerica Retirement Services** performs consulting, administrative, and recordkeeping functions for the Plan.

Service of Legal Process:

The Plan Administrator and Trustee(s) will be considered agent for service of legal process. Their address is that of the Employer listed above.

SECTION IV

PARTICIPATION IN THE PLAN

Eligibility Notes:

You must complete an **ENROLLMENT/CHANGE FORM** (or equivalent), which can be obtained from your Employer, so that the Plan's records are correct with respect to your age, date of hire, marital status, address, Social Security Number, and other items.

For the Plan's purposes, a "Year of Service" is generally defined as working 1,000 hours in a Plan Year (or a 12 month period beginning from your date of hire for plans that utilize elapsed time) which is used to determine eligibility, vesting and to share in any employer allocation on your behalf. For the purposes of calculating eligibility, however, the first year of service is based on the 12 months following the date of hire.

The Department of Labor, in its regulations, has prescribed various methods under which the Employer may credit hours of service. The Employer has selected the “*actual*” method for crediting hours of service. Under the actual method, you will receive credit for each hour for which the Employer pays you, directly or indirectly, or for which you are entitled to payment, for the performance of your employment duties. You also will receive credit for certain hours during which you do not work if the Employer pays you for those hours, such as paid vacation.

If you terminate employment after becoming a participant in the Plan and later return to employment, you will become a participant immediately upon your reemployment. Also, if you terminate employment after satisfying the Plan’s eligibility conditions but before actually becoming a participant in the Plan, you will become a participant in the Plan immediately if you return to employment. If you terminate employment before satisfying an eligibility condition and later return to employment, you must satisfy the eligibility condition before you are eligible to participate in the Plan.

Certain authorized leaves of absence may prevent you from incurring a “one-year break in service”, which is a Plan Year in which you work less than 501 hours. If you terminate employment with the Employer, and subsequently become re-employed by the Employer, the Plan has special rules to determine whether or not your prior service will continue to be considered under the Plan. This may depend primarily upon whether or not you had a vested interest in the Plan before you separated from service, and whether a “one-year break in service” has occurred (and if so, how many one-year breaks in service have occurred).

If you are a Veteran and are re-employed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer.

Eligibility Requirement(s) and Entry into the Plan (Entry Date(s)):

If you are currently a Participant you will continue to be a Participant under the amended Plan. If you are not currently a Participant, you will be eligible to participate in the Plan on the entry date coinciding with or next following the date on which you met the age and service requirement(s) shown in the table below:

<u>Type of Contribution</u>	<u>Age</u>	<u>Service</u>	<u>Entry Date</u>
Elective Deferrals <i>(and Safe Harbor provisions, as applicable)</i>	18	3 Months of Service	First day of each Payroll Period
Employer Matching	18	3 Months of Service	First day of each Payroll Period
Employer Profit Sharing	18	3 Months of Service	First day of each Payroll Period

Excluded Employees:

The Plan excludes any and all collective bargaining unit (“union”) employees and employees who are non-resident aliens from participation in the Plan. The plan also excludes “*Governmental*” employees, *Highly Compensated Employees, Oneida Business Committee Officers and Council Members* from participation in the plan. (See plan document for full explanation).

SECTION V

CONTRIBUTIONS

Contribution Notes:

"Compensation" for the Plan's allocation purposes is defined as:

Wages within the meaning of Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2), within the Plan Year.

It will include compensation which is not currently includible in the Participant's gross income by reason of the application of Code Sections 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(e)(3) (401(k) plan), 402(h)(1)(B) (simplified employee pension plan), 414(h) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan).

The definition of Compensation used by the Plan excludes the following items:

- Compensation paid during the period prior to your entry date into the Plan
- Severance Packages

If you want to know what the limit is for any given current or future year in accordance with Internal Revenue Code Section 401(a)(17), go to www.TA-Retirement.com or contact the Plan Administrator.

401(k) Employee Salary Deferral Contributions:

Under the Plan's 401(k) salary deferral provisions, you can *elect* to have part of your compensation contributed to the Plan as salary deferral "401(k)" contributions. When making 401(k) Elective Deferrals, your taxable income is reduced by the deferral contribution before Federal (and State, for most states) income taxes are deducted from your paycheck. These contributions are considered "Pre-Tax" elective deferral contributions. You must complete an **ENROLLMENT/CHANGE FORM** (or equivalent) indicating whether or not you wish to make 401(k) salary deferral contributions, and if so, the amount of compensation that you choose to have deferred and contributed to the Plan.

"401(k)" salary deferral contributions consist of two categories: Pre-Tax Elective Deferrals or Roth Elective Deferrals. With Roth Elective Deferrals, you must pay current income tax on the deferral contribution in the year of deferral, but the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. You may make a determination with regard to Roth Elective Deferrals when completing the **ENROLLMENT/CHANGE FORM** (or equivalent) as described below.

ENROLLMENT/CHANGE FORM (or equivalent) online at www.TA-Retirement.com or via telephone at 1-800-401-TRAN (8726).

If you were hired or rehired on or after **April 1, 2011** and you have not completed an **ENROLLMENT/CHANGE FORM** (or equivalent), your Employer will reduce your Compensation each payroll period by 1% each payroll period to be contributed to the Plan as a salary deferral contributions on your behalf. You must complete an **ENROLLMENT/CHANGE FORM** (or equivalent) if you do not wish to make 401(k) salary deferral contributions to the Plan, or if you wish for your compensation to be reduced by a different amount for your salary deferral contributions.

A new **ENROLLMENT/CHANGE FORM** (or equivalent) must be completed any time that you wish to begin, change the amount, or stop your 401(k) salary deferral contributions. You may obtain a new **ENROLLMENT/CHANGE FORM** (or equivalent) from your Employer or Transamerica. The Plan provides that you can modify your contribution amount as of **each payroll period**.

The maximum elective deferral amount you may contribute through salary deferrals is an amount up to the limit set by the IRS on an annual basis. If you would like to know what the limit is for any given year, go to www.TA-Retirement.com or contact the Plan Administrator.

If you have been making contributions under a 401(k) or similar plan with a different employer, be aware that the total amount of your salary deferrals is subject to the IRS limit for each calendar year. It is your responsibility to monitor this limit and inform your employer if this limit is exceeded.

If you wish to contribute the maximum amount possible, you should consider any other Employer contributions or forfeitures that may be allocated to your account. Section 415 of the Internal Revenue Code limits the total "Annual Additions" that may be added to your account each year. If you want to know what the limit is for any given current or future year, go to www.TA-Retirement.com or contact the Plan Administrator.

Your Plan contains "catch-up contribution" provisions. Under these provisions, all employees who are eligible to make 401(k) salary deferrals to this Plan and who have attained (or will attain) age 50 before the end of the Plan Year may make "catch-up contributions". Catch-up contributions are deferral contributions that exceed the IRS set dollar limit each year {i.e. 402(g)} or another limitation on your deferral contributions for the plan year. The maximum amount of "catch-up contributions" that may be made each year is subject to a specified limit set by the IRS. If you want to know what the limit is for any given current or future year, go to www.TA-Retirement.com or contact the Plan Administrator.

Employer Matching Contributions:

If you elect to make salary deferral contributions, you may share in Employer matching contributions.

The Plan provides that the Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of your salary reductions. If your deferral contributions exceed the 402(g) limitation plus the catch-up limitation if applicable, in effect for a calendar year, the Employer may not make a matching contribution on the basis of that excess amount.

Catch-up contributions will not be taken into account in applying any matching contribution under the Plan.

Once you enter the Plan and begin making salary deferral contributions, you will share in any Employer matching contributions made for a given Plan Year, regardless of the number of hours you have worked in that Plan Year or your employment status on the last day of that Plan Year.

Employer Non-Elective (Profit Sharing) Contributions:

Your Employer may elect to make a discretionary Non-Elective (profit sharing) contribution, which is divided among the Participants eligible to share in that contribution for the Plan Year. The amount of this "profit sharing" contribution may be any amount, including zero.

The profit sharing contribution will be allocated to each eligible Participant in the same percentage as your compensation bears to the total compensation of all Participants eligible to share in the contribution.

In order to share in the Employer profit sharing contribution for a given Plan Year, you must complete a Year of Service (1,000 hours) during that Plan Year and be employed on the last day of that Plan Year.

Nevertheless, you will receive an allocation of Employer Discretionary (Profit Sharing) Contribution if you leave employment during the year due to death, disability, or retirement.

Rollover Contributions:

Your Plan allows you to "roll over" a distribution from a Qualified Retirement Plan of a previous Employer. Any rollover amount is always non-forfeitable and credited to your Rollover Contribution account. You may have your prior employer send your account balance to this Plan in a direct rollover or make a Participant rollover from 401(a) or 403(a) qualified plan, 403(b) annuity plan, 457(b) governmental plan and/or Individual retirement accounts (IRAs).

Forfeitures:

"Forfeitures" are the non-vested amounts left in the Plan by terminating Participants. A Forfeiture will occur As of the earlier of (1) the last day of the Plan Year in which the Former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account. Termination of employment alone will not result in a forfeiture under the Plan unless you do not return to employment with the Employer before incurring a "forfeiture break in service." A "forfeiture break in service" is a period of 5 consecutive plan years in which you do not work more than 500 hours in each plan year comprising the 5 year period.

The Plan provides that forfeitures shall first be used to pay administrative expenses of the Plan, and any remaining forfeitures shall be used to reduce any Employer contribution.

SECTION VI
VESTED INTEREST

The following vesting schedule explains the percentage of your account balance attributable to Employer Matching and/or Employer Non-Elective (Profit Sharing) contributions that you would be entitled to receive if your employment terminates:

<u>Years of Service</u>	<u>Vested Percentage</u>
0	-0-%
1	-0-%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

The above vesting schedule does not apply to your 401(k) Salary Deferral Contributions account, Qualified Non-Elective Contributions account, Qualified Matching Contributions account, Non QACA Safe Harbor Contributions account, Rollover Contribution account and Prevailing Wage contributions account. Instead, you are 100% vested at all times in these Accounts.

Your interest in Employer Non-Elective (Profit Sharing) Contributions and Employer Matching Contributions Accounts become 100% vested (nonforfeitable) upon your attaining the Plan's normal retirement age, *or if you terminate employment because of death or disability.*

SECTION VII
INVESTMENT OF PLAN ASSETS

Contributions, and the earnings/losses thereon, are credited to an account maintained for each participant. Earnings/losses are generally credited daily. The balance of your account will increase or decrease in value depending upon the results of the Plan's investments.

A Group Annuity Contract is the funding medium issued by **Transamerica Life Insurance Company** to hold all or a portion of Plan contributions.

Each Participant has the privilege and responsibility to direct the investment of their account balance. The investment options will be chosen by the Plan Fiduciary and offered to all Participants on a fair and non-discriminatory basis. For information with regard to the frequency, rules and procedures relative to changes in investment election for new contributions and/or existing balances, you may contact your Plan Administrator, call (800) 401-TRAN (8726) or go online at www.TA-Retirement.com. In the absence of your investment elections, your contributions will be invested in a default fund selected by the Plan Fiduciary until you submit your investment elections.

All investment elections and changes must be made in writing and signed by the Participant. An **ENROLLMENT/CHANGE FORM** (or equivalent) may be obtained from your Employer or Transamerica for those purposes. Or, if the Transamerica "Voice Response System (VRS)" and/or Internet Access System "IAS" are available for your Plan, you may make investment elections and changes using the VRS or IAS (rather than using the **ENROLLMENT/CHANGE FORM** described above).

Any time that an investment election or investment election change is received and processed by Transamerica, Transamerica will mail a written confirmation of the change to the Participant's home. You must notify your Employer or Transamerica -immediately if you do not receive written confirmation or if the information on that confirmation appears incorrect.

This plan is intended to meet the ERISA 404(c) requirements. ERISA Section 404(c) offers relief to plan fiduciaries of participant-directed plans, if certain Department of Labor requirements are met. These requirements include disclosing certain information to make the Participants "informed investors", offering the Participants diversified investment options which offer a broad range of investment opportunity, and offering the Participants the opportunity to give investment instructions with a frequency that is appropriate to the volatility of the investments.

This means that you are responsible for the results of your investment choices, regardless of whether those choices result in losses or gains. When you make your investment choices, you are considered to be exercising independent control over the investment of your accounts whether or not you choose to utilize any of the retirement planning tools available to assist you in making your choices.

As described in the "Contributions" section above, your Plan contains an "automatic enrollment" feature. If you do not make an affirmative investment election on an **ENROLLMENT/CHANGE FORM** (or equivalent), contributions which have been made on your behalf may automatically be invested in the **Vanguard Target Maturity Fund series**. If any other fund(s) are desired or you want to elect not to participate, you must complete an **ENROLLMENT/CHANGE FORM** (or equivalent).

Please review the Investment Fact Sheet for additional information regarding the **Vanguard Target Maturity Fund series**. The Investment Fact Sheet will tell you more about the investment objectives, risk and return characteristics, and applicable fees/expenses and is available by either contacting the Plan Administrator, by calling (800) 401-TRAN (8726) or by going online at www.TA-Retirement.com.

You may transfer amounts from the Stable Value Option to any other investment choice offered by the Plan with the exception of the Cash Management Fund. Transfers are not permitted between the Stable Value Option and the Cash Management Fund. Any amounts you transfer out of the Stable Value Option may be subject to a withdrawal charge. Please see the Investment Fact Sheet provided in your enrollment kit for information regarding charges that may apply to the Stable Value Option.

The Plan Fiduciary has provided you with an optional service offering individual investment advice through **AdviceSolutions**. You may request investment advice from AdviceSolutions online at www.TA-Retirement.com without charge to you. The Plan Fiduciary, as well as any other Plan representative, does not provide investment advice to Participants.

SECTION VIII

STATEMENTS

You will receive quarterly statements showing the value of your account, including contributions made, investment results, and any other transactions (loans, distributions, etc.) affecting your account balance. The value of your accounts will depend upon the amount of contributions made on your behalf and the investment performance of those investment choices in which your contributions are invested on your behalf.

Your accounts will be valued daily. You may obtain the value of your accounts as of any business day by calling (800) 401-TRAN (8726) or by going online at www.TA-Retirement.com. Valuation of accounts is based on the unit system of accounting. This system is widely used to determine the value of Participants' accounts in each investment choice. A unit is a measurement of your participation in a particular investment choice. The number of units you acquire with each contribution is equal to the dollar amount of your contributions divided by the unit value of the particular investment choice on the day the contribution is allocated. Each investment choice's unit value is calculated separately from other investment choices. The unit value of a particular investment choice may change daily, so the value of your investment in that investment choice may also change daily.

It is important that you review your statements as soon as they are received. If you feel that there is an error in your statement, you must notify Transamerica within 15 days of the date on the statement. You may always follow the formal "Claims For Benefits" procedure if you feel there are additional benefits to which you are entitled.

SECTION IX

DISTRIBUTIONS

Your Plan is intended to provide a retirement benefit, and any withdrawal prior to retirement will (of course) reduce your retirement benefit. Due to the special tax treatment that the IRS gives to qualified retirement plans, the IRS restricts the circumstances under which funds may be withdrawn. Those "distributable events" (i.e., events under which distributions are permitted) include the following:

Normal Retirement Date:

The "Normal Retirement Date" is defined as the *first day of the month coinciding with or next following the Participant's "Normal Retirement Age"* (which is defined by your Plan as **age 65**). If your Normal Retirement Date occurs while you are employed by the Sponsoring Employer (or a Participating Employer), you will be entitled to 100% of your account balance when you separate from service or retire.

Early Retirement Date:

The Plan does not contain a provision for Early Retirement.

Death:

If you die prior to receiving all of your benefits under the plan, the Trustee will pay out your vested account balances remaining in the plan at the time of your death to your designated beneficiary. If you are married when you die, your beneficiary will automatically be your spouse, unless before your death, you name someone else as beneficiary and your spouse consents to this on the **BENEFICIARY DESIGNATION FORM** (or equivalent). It is important that you initially complete a **BENEFICIARY DESIGNATION FORM** (or equivalent), and that you complete a new form any time there is a change in your marital status. You may obtain this form from your Employer or Transamerica.

The Trustee will pay your vested account balances remaining in the Plan at the time of your death to your designated beneficiary. If the vested portion of your account balances does not exceed \$5,000, the Trustee will pay the benefit, in lump sum, to your designated beneficiary as soon as administratively practicable after your death. If the vested portion of your account exceeds \$5,000, the Trustee will pay the benefit to your designated beneficiary, in the form and at the time elected by the beneficiary, unless you made a distribution election prior to your death. The benefit payment election generally must complete distribution of your vested account balances within five years of your death, unless distribution commences within one year of your death to your designated beneficiary or unless benefits had commenced prior to your death.

Disability:

If you terminate employment due to disability, the Trustee will pay your vested account balances to you in the same manner as if you had terminated employment without disability, subject to the election, consent and mandatory distribution requirements. "Disabled" is defined as being unable to do the work for which you are trained, educated and experienced in for a period of at least one year. A physician's statement is required to confirm a disability. Your Employer may choose the physician.

Termination of Employment:

If your employment is terminated for reasons other than death, disability, or retirement, you will be entitled to the vested portion of your account balance. If the vested balance of your account is greater than \$5,000, you may elect to maintain your account within the Plan.

Distributions may be made as soon as administratively feasible after 30 days have elapsed following your termination of employment. You may be entitled to appeal your termination of employment to the Oneida Appeals Commission. If you take advantage of the appeal process, for the purpose of the Plan you will not be considered to have a termination of employment until, and if, the Appeals Commission denies your appeal. If your appeal is denied you must complete and submit a new Distribution Request Form as stated in the Distribution Procedure section below.

"Court Ordered" Distribution ("QDRO"):

The Plan is required by law to honor a valid "qualified domestic relations order" (QDRO). A QDRO is a decree or order by a court to assign assets to a dependent, spouse or former spouse. Upon receipt of a "domestic relations order", the Plan Administrator will promptly notify the affected participant and each alternate payee named in the order. Procedures for determining the qualified status of such orders are on file; you may request a copy from the Plan Administrator. The determination of the status of the order will be made within a reasonable time period established by the Plan Administrator.

The Plan is required by law to honor an IRS lien which could be placed against your account.

In-Service Distributions:

At your election, you may receive an "in-service" distribution (i.e., while you are still employed by the Sponsoring Employer or a Participating Employer) if you have reached **Normal Retirement Age**. Note that any amounts transferred to this Plan from a money purchase pension plan (other than by rollover) may not be distributed as part of an in-service distribution prior to Normal Retirement Age, if allowed. *In addition to the provisions above, a pre-retirement distribution of the participant's rollover account may be made at the participant's election, regardless of the participant's age.* All in -service withdrawals are limited to 1 per Plan Year.

Required Minimum Distributions (Age 70 ½):

With limited exceptions, if you are a more than 5% owner, you must commence distribution of your vested account balances by April 1st of the calendar year following the calendar year in which you attain age 70 ½, even if you have not terminated employment with the employer. However, most Participants (i.e. non-owners) may delay the time at which minimum distributions must begin -- provided that they continue to be employed after they reach age 70 ½ -- until April 1st of the calendar year following the calendar year in which they actually retire.

Generally speaking, when minimum distributions are required, a portion of the Participant's balance will be paid each year based on a table of life expectancies. If the minimum distributions are not made when required, the Participant will be required to pay a 50% excise tax on the minimum distribution not made. If you have any questions about required minimum distributions, you may request further details from your Employer or Transamerica.

With regard to required minimum distributions paid to beneficiaries, if your designated beneficiary is a person (rather than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy (subject to the exception below). If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 ½. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.

Upon your death, if distributions have not begun, the entire death benefit must be paid to your beneficiaries within five years after your death. However, if your spouse is your designated beneficiary, then payment of your death benefit may be delayed until the year in which you would have attained age 70 ½. Minimum distributions must then be made over a period, which does not exceed your spouse's life expectancy.

Financial Hardship:

Under certain limited circumstances, you may be eligible to receive a distribution from the Plan due to financial hardship.

The amount eligible for withdrawal is limited to your *Employee 401(k) salary deferral, Rollover and Post-Tax Employee Mandatory or Matched contributions*. No earnings or Employer contributions may be withdrawn. Note that hardship withdrawals are not eligible rollover distributions, and all applicable taxes and penalties will apply.

Hardship withdrawals are not eligible rollover distributions. Additionally, hardship withdrawals may be subject to ordinary income tax. In addition, prior to your attainment of age 59 1/2, a 10% Federal tax penalty will be assessed on that portion of any withdrawal which is taxable to you unless the withdrawal is made on account of your death, disability, retirement, termination of employment after age 55, or medical expenses to the extent they are deductible for federal income tax purposes. Some states impose a similar tax penalty.

You must provide written documentation that the purpose for the withdrawal is one of the following:

- 1) Payment of medical expenses not covered by insurance for yourself, your spouse, or a dependent.
- 2) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for yourself, your spouse, or a dependent.
- 3) Purchase of principal residence for yourself (excluding mortgage payments).
- 4) Prevention of eviction or foreclosure on your principal residence.
- 5) Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents.
- 6) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

Note: Regular mortgage or rent payments do not qualify, only notice that the next step will be eviction or foreclosure.

In all cases, you must certify the following:

- 1) The distribution requested is not in excess of the amount of your immediate and heavy financial need, including any taxes or penalties resulting from the distributions.
- 2) You have obtained any and all Plan Loans and non-hardship distributions that may be available from any Plan of your Employer.
- 3) Your employee salary reduction 401(k) contributions will stop for 6 months after you receive the distribution.
- 4) You have no other reasonable source of funds available to you.

Distribution Procedure:

Any request for a distribution must be made in writing. A completed **DISTRIBUTION REQUEST FORM** or its equivalent (which may be obtained by the Employer or Transamerica) must be signed by the Plan Trustee (or other authorized signer) and provided to Transamerica to initiate and authorize the distribution process. The Employer or Transamerica may require additional written documentation for certain distribution requests. Plans providing for annuity provisions, spousal consent will be required for any withdrawal if you are married and the vested interest is more than \$5,000.

Distribution Notes with regard to Disqualification of Participant Status - Loss or Denial of Benefits:

There are no specific Plan provisions which provide for a disqualification of your status as a participant under the Plan or for denial or loss of Plan benefits. If your Plan benefits become payable after termination of employment and the Plan Administrator is unable to locate you at your last address of record, you may forfeit your benefits under the Plan. Therefore, it is very important that you keep the Employer apprised of your mailing address even after you have terminated employment. Finally, if the Employer terminates the Plan, which it has the right to do, you would receive benefits under the Plan based on your account balances accumulated to the date of the termination of the Plan. Your account balances would become 100% vested if the Employer terminates the Plan. Termination of the Plan could occur prior to your attaining normal retirement age, either by action of the Employer or by dissolution or merger of the Employer, unless a successor continues the Plan.

The termination of the Plan does not permit you to receive a distribution from your "restricted accounts" unless you otherwise have the right to a distribution, as described in this section or the Employer does not maintain a successor plan. If you are able to receive a distribution from your restricted accounts only because the Employer does not maintain a successor plan, you must agree to take that distribution as part of a lump sum payment of your entire account balances under the Plan. If you are not eligible to receive a distribution from your restricted accounts when the Plan terminates, the Trustee will transfer your restricted accounts to the successor plan. The "restricted accounts" are your Deferral Contributions Account and your "safe harbor" Contributions Account.

SECTION X

PAYMENT OPTIONS

The Plan generally provides that upon termination of employment, if your vested account balance is less than **\$1,000**, then a distribution will be made in one cash payment regardless of consent.

If the Vested Interest in the value of your termination benefit exceeds **\$1,000**, but is not greater than **\$5,000**, and your distribution is an eligible rollover distribution and you do not elect a direct rollover to an eligible retirement plan or to receive your Vested Interest under any form of payment allowed under the Plan, then your Vested Interest (including any Rollover Contributions) will be paid in a direct rollover to an IRA designated by the Plan Administrator. The IRA provides an investment product designed to preserve principal and provide you with a reasonable rate of return and liquidity. Fees and expenses related to the investment will be charged against your account. You will be responsible for keeping your address current with the IRA provider. Amounts exceeding \$5,000 may remain in the Plan after termination.

When you receive a distribution from the Plan, you usually have an option regarding the form in which payment is received. There are different tax rules that apply to certain forms of distributions. You should consider your own individual situation and consult a qualified advisor to determine the form of payment best for you. Note that distributions may occur in **cash**.

Distributions can be made in the following manner:

- 1) A lump-sum distribution of your entire vested account balance.
- 2) Partial withdrawals.

SECTION XI

TAXATION OF DISTRIBUTIONS

Your Plan is designed to provide a retirement benefit. The IRS has special tax rules that apply to distributions.

You may "roll over" your distribution to avoid current taxation of the amount.

The portion of your distribution not "rolled over" will generally be taxable income to you in the year paid. In addition, if you are under age 59 ½, you will generally be liable for an additional 10% excise tax charged by the IRS. If your distribution is in the form of installments made over your life (or joint life) expectancy, or as a lump sum if you are at least age 55, you may be exempt from the 10% excise tax.

If you receive a lump-sum distribution and you were born before 1/1/1936, you may qualify for 10-year averaging on the distribution amount. This forward averaging allows you to be taxed on your distribution as if it had taken place over a 10-year period instead of in a single calendar year.

Any eligible rollover distribution that is not directly rolled over to another qualified retirement plan, 403(b) plan, governmental 457 plan, or individual retirement account (IRA) is subject to mandatory withholding. Under this rule, 20% of the distribution must be paid to the IRS as an estimated tax payment on your behalf. The actual tax that you will owe could be more or less than 20%.

The following types of distributions are not "eligible rollover distributions":

- Any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) for the life (or life expectancy) of the employee or the joint lives (or joint life expectancies) of the employee and the employee's designated beneficiary, or for a specified period of 10 years or more.
- Required minimum distributions under IRC Section 401(a)(9).
- Financial hardship distributions.

Before you receive a distribution, you will be given a **SPECIAL TAX NOTICE** which includes a more detailed explanation of rollovers and taxation of distributions.

You will receive the required IRS Form 1099-R for the taxable year of your distribution. The 1099-R will be prepared in January for the previous calendar year. If you have any questions about a 1099-R, you may contact your Employer or Transamerica

Any outstanding loan balance at the time of distribution will become a taxable distribution. The outstanding Plan Loan balance is not eligible for rollover treatment.

If certain requirements are met, distributions from your Roth 401(k) Contribution account, including earnings, will not be subject to federal income taxes. These distributions are referred to as "qualified distributions". Qualified distributions can only occur after you've attained age 59 ½, you become disabled or you die and the distribution occurs after the end of the 5-year period beginning with the calendar year in which you make your first Roth 401(k) Contribution to the Plan. If you made Roth 401(k) Contributions to another 401(k) plan and you subsequently rolled over these contributions and the earnings to your Roth 401(k) Contribution account under this Plan, the 5-year period will be based on the date you made your first Roth 401(k) Contribution to that other plan. Earnings on distributions that are not qualified distributions will be subject to income tax just like earnings on Elective Contributions and assessed a 10% excise tax in addition to ordinary income if withdrawn prior to age 59 ½.

For example, if you make your first Roth deferral under this Plan on November 30, 2006, your participation period will end on December 31, 2010. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth 401(k) deferral account is **not** a *qualified* distribution, the earnings distributed with the Roth 401(k) deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan or 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

Whenever you receive a distribution, the Administrator will deliver to you a more detailed explanation of your options.

SECTION XII

LOANS

The Plan does not provide for Participant plan loans.

SECTION XIII

"TOP HEAVY" RULES

Your Plan will be determined to be "top heavy" if more than 60% of the Plan's assets are allocated to the accounts of "Key Employees". Key Employees are certain owners, officers, or other Employees whose wages are above a certain level. If and you are not a Key Employee and employed by your Employer on the last day of that Plan Year, and your Plan becomes top heavy, the Employer may be required to make a contribution of up to 3% of your compensation to your account. When determining the minimum contribution amounts, any other Employer contributions will be taken into account. These contributions will be credited to your Non-Matching Contribution account.

In any plan year in which contributions made to the plan for that plan year consist solely of 401(k) salary deferrals and employer safe harbor contributions, Top Heavy requirements shall not apply. Otherwise, Employer Safe Harbor Contributions may be applied toward satisfying the top heavy minimum contribution.

SECTION XIV

CLAIMS FOR BENEFITS

The payment of benefits under the Plan will be handled according to the explanations in the preceding sections, without the need for a formal "Claim For Benefits". All parties associated with the Plan are obligated to follow applicable laws, and to act in a reasonable and non-discriminatory manner. The following section is a formal explanation of the procedure for handling any legal claim for benefits.

You or your beneficiaries may make a request for any Plan benefits to which you may be entitled. Any such request must be made in writing, should be delivered to the Plan Administrator, and should be labeled "Formal Claim For Benefits".

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator shall furnish you with a written notice of this denial. This written notice must be provided to you within 90 days of receipt of your claim. There may be times when this 90-day period may be extended, but only when there are special circumstances that are communicated to you in writing within the 90-day period. The written notice must contain the following information:

- (a) the specific reason or reasons for the denial;
- (b) specific reference to those Plan provisions on which the denial is based;
- (c) a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- (d) appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review.

If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim shall be deemed denied. You will then be permitted to proceed to the review stage described in the following paragraphs.

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

The Claims Review Procedure:

- (a) Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.
- (b) You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
- (d) Your claim for review must be given a full and fair review. If your claim is denied, the Plan Administrator must provide you with written notice of this denial within 60 days (45 days if the claim involves disability benefits) after the Plan Administrator's receipt of your written claim for review. There may be times when this 60-day period (45 days if the claim involves disability benefits) may be extended. This extension may only be made, however, where there are special circumstances that are communicated to you in writing within the 60-day period (45 days if the claim involves disability benefits). If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Plan Administrator of your claim for review.
- (e) The Plan Administrator's decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based.
- (f) If the Plan Administrator's decision on review is not furnished to you within the time limitations described above, your claim shall be deemed denied on review.

SECTION XV

STATEMENT OF ERISA RIGHTS

The following is a formal statement of your ERISA rights:

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

- Examine, without charge, at the Plan Administrator's office 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 a statement telling you whether you have a right to receive a retirement benefit at Normal Retirement Age and if so, what your retirement benefit would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to get a right to a retirement benefit. 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 to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

If your claim for a (pension, welfare) 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 Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. 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.

Assistance with Your Questions

If you have any questions about your 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.

SECTION XVI

AMENDMENT AND TERMINATION NOTICE

Your Employer has the right to amend your Plan at any time. In no event, however, will any amendment:

- (a) Permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries; or
- (b) Cause any reduction in the amount credited to your account.

Your Employer has the right to terminate the Plan at any time. Upon the full termination of the Plan, all amounts credited to your account will become or continue to be 100% vested, and the Employer shall direct the distribution of the Plan's assets to the participants or beneficiaries of the Plan in accordance with the Plan document as well as IRS regulations.

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

SECTION XVII

FEES

The Employer may pay some Plan administration expenses with its own assets rather than using Plan assets. To the extent the Employer does not pay Plan expenses with its own assets, the Plan generally will pay the expenses of Plan Administration and will assess the expenses paid against each participant's account pro rata based on the value of each participant's account balance or per capita. However, the Plan may assess to an individual participant's account certain expenses incurred by or attributable to the individual participant. For example, if the Plan provides for allocation to each participant of the expenses of a distribution on termination of employment, and you receive a distribution on termination of employment, the cost of the distribution would be charged directly against your account balance rather than being charged pro rata against the account balances of all participants. The Employer, from time to time, may change the manner in which the plan allocates, or the type of expenses the Plan will assess against an individual participant's account. The following list attached to this Summary indicates the Plan expenses (if any) the Plan will assess directly against an individual participant's account based on application of a plan feature to a particular participant rather than pro rata as described in this paragraph

PLAN EXPENSE ALLOCATIONS

The Plan will assess against an individual participant's account the following Plan expenses which are incurred by or are attributable to a particular participant based on use of a particular plan feature, listed by type and the amount charged:

- Lump sum distribution.** Distribution of account in a single sum upon termination of employment or other distributable event, including preparation of required notices and elections, distribution check or transfer of funds by direct rollover, as appropriate, and tax reporting forms.

Amount: \$50

- Plan expenses.** To the extent the Employer does not pay Plan expenses with its own assets, the Plan will pay the expenses of Plan Administration and will assess the expenses against participant's accounts.

- Participant loan.** Participant loan application fee (includes processing and document preparation) and annual maintenance fee.

Amount of application fee: \$50
Amount of annual maintenance fee: \$50

- Installment distribution.** Installment distributions, including preparation of periodic required notices and elections, distribution checks and additional calculation of distribution amounts if necessary, and tax reporting forms.

Amount: \$10

- Hardship distribution.** Hardship distribution, including application processing and preparation of required notices, elections and distribution check.

Amount: \$50

- In-service distribution.** Non-hardship in-service distribution, including application processing and preparation of required notices, elections and distribution check.

Amount: \$50

- Missing participant search.** Search for a participant with whom the Plan is unable to communicate using the participant's last known address reflected in the Plan's records (*e.g.*, for purposes of sending distribution notices when distributions become mandatory).

Amount: \$10

- Other.** _____

SUMMARY OF MATERIAL MODIFICATIONS

for the

Oneida Tribe of Indians of Wisconsin Enterprise 401(k) Plan

Effective for limitation years and plan years beginning on or after July 1, 2007, your Retirement Plan has been amended. This is a Summary of Material Modifications regarding the **Oneida Tribe of Indians of Wisconsin Enterprise 401(k) Plan** ("Plan"). This Summary of Material Modifications supplements and amends the Summary Plan Description previously provided to you. You should retain this document with your copy of the SPD.

Summary Description of Modifications. The Employer has amended the plan's definition of compensation for allocations to your account effective as of the first limitation year and plan year beginning on or after July 1, 2007 to:

Include the following amounts (to the extent they would otherwise be taken into account under the Plan's definition of Compensation) that are paid after you terminate employment with the Employer, provided the payments are made within the later of 2 1/2 months after you terminate employment or the end of the year that includes the date of the your termination of employment. Any other payment that is made after termination of employment is not treated as Compensation.

- Compensation for services performed during your regular working hours, or compensation for services outside your regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and payments that would have been made to you had you continued employment.
- Amounts paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in Compensation had they been paid prior to your termination of employment and you would have been able to use the leave if employment had continued. In addition, Compensation will also include nonqualified unfunded deferred Compensation if the payment is includible in gross income and would have been paid to you had you continued employment.

Oneida Tribe of Indians of Wisconsin Enterprise 401(k) Plan

SUMMARY OF MATERIAL MODIFICATIONS

This is a summary of important changes to the Plan and information contained in the Summary Plan Description (“SPD”) previously provided to you. It supplements and amends that SPD, so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

Non-spousal beneficiary rollover. A non-spousal death beneficiary may elect a direct rollover of all or a portion of his/her distribution to an individual retirement account that the beneficiary establishes for purposes of receiving the distribution. In order to be able to rollover the distribution, it must otherwise satisfy the definition of an eligible rollover distribution.

Beneficiary hardship. If your death beneficiary under the Plan has a “qualifying beneficiary hardship,” then you may take a hardship distribution from your elective deferrals under the Plan to assist your beneficiary with the hardship. Your death beneficiary is anyone that you properly designate under the plan terms, or, if you fail to designate a beneficiary, your beneficiary under the Plan’s “default” provisions. A “qualifying beneficiary hardship” includes certain medical expenses, educational expenses and funeral expenses.

Qualified reservist distributions. If you: (i) are a reservist or National Guardsman; (ii) were/are called to active duty after September 11, 2001; and (iii) were/are called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59½, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

SUMMARY OF MATERIAL MODIFICATIONS

I INTRODUCTION

This is a Summary of Material Modifications regarding the Oneida Tribe of Indians of Wisconsin Enterprise 401(k) Plan ("Plan"). This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II SUMMARY OF CHANGES

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

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

Differential pay. If you receive wage continuation payments (referred to as differential pay), then the Plan will generally treat these amounts as Compensation for all Plan benefit purposes.

SUMMARY OF MATERIAL MODIFICATIONS (“SMM”)

Oneida Tribe of Indians of Wisconsin Enterprise 401(k) Plan (“PLAN”)

To all Participants and Spousal Beneficiaries of the Plan:

This SMM describes the following changes that have been made to the Plan and to your Summary Plan Description, effective immediately:

In-Plan Roth conversions:

Subject to certain requirements described below, this Plan allows you to convert all or a portion of your vested non-Roth Account(s) to your Roth Rollover Account within the Plan.* Non-Roth account balances that have not yet been taxed will become taxable income to you as a result of such conversion (see Distributions from Your Roth Rollover Account, below).

Eligibility to make an in-Plan Roth conversion:

If you are eligible to take a distribution from your non-Roth Account(s) and that distribution would qualify for rollover into another plan or IRA, you may request an in-Plan Roth conversion of your otherwise distributable non-Roth Account balances.

Example: If the Plan permits you to take an in-service distribution of your Pre-Tax Elective Deferral Account after attainment of age 59½, you may convert some or all of your Pre-Tax Elective Deferral Account to the Plan's Roth Rollover Account. Please see your SPD for more information on when you may take a distribution from the Plan and whether such distribution is eligible to be converted to your Roth Rollover Account.

Vesting: You will always be 100% vested in your Roth Rollover Account.

Distributions from Your Roth Rollover Account:

Distributions from your Roth Rollover Account are generally treated the same as distributions from your Roth Elective Deferral Account. For example: Distributions from your Roth Elective Deferral Account, including earnings, will not be subject to federal income tax if the distributions are “qualified distributions,” as described under the Plan and your SPD. However:

- if at the time of any conversion, some or all of the amount converted would have been subject to a 10% excise tax as a premature penalty, the converted amount is subject to its own 5-year waiting period. Any withdrawal of the amount converted during the 5-year waiting period will result in a 10% excise tax; and
- Federal income tax of an amount converted in 2010 is spread over 2011 and 2012, unless you elect to be taxed on the entire amount in 2010. Any withdrawal during 2010 or 2011 of the amount converted may increase your taxable income in the year of distribution and accelerate the tax in 2011 that would have been taxed in 2012.

If you have any questions about this SMM, please contact your Plan Administrator.

Please attach these Supplement pages to your Summary Plan Description.

*To make a conversion, request an “In-Plan Conversion Into Roth Rollover Account” form by calling the Participant Contact Center at 800-401-8726.