

**SUMMARY OF MATERIAL MODIFICATIONS**  
**Stoll Stoll Berne Lokting & Shlachter, PC Employees' Profit Sharing Plan ("PLAN")**

This Summary of Material Modifications (SMM) describes a recent Plan amendment made to the Plan to align the plan provisions with current plan operation. The amendment does not affect any benefits provided by the Plan. This Summary of Material Modifications overrides any inconsistent information included in the Plan's Summary Plan Description (SPD) or other Plan forms.

The modifications described in this Summary of Material Modifications are effective as of January 1, 2015. **All other provisions remain the same and are effective as described in the Summary Plan Description.**

**PLAN VALUATIONS**

**Valuation Date.** To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a regular basis. For this purpose, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

**ADDITIONAL INFORMATION**

If you have any questions about the modifications described in this Summary of Material Modifications or about the Plan in general, or if you would like a copy of the Summary Plan Description or other Plan documents, you may contact: Esther Barnard at Stoll Stoll Berne Lokting & Shlachter, P.C., 209 S.W. Oak Street, 5<sup>th</sup> Floor, Portland, Oregon 97204 (503) 227-1600.

**Stoll Stoll Berne Lokting & Shlachter, PC  
Employees' Profit Sharing Plan**

**SUMMARY OF MATERIAL MODIFICATIONS**

**PLAN SPONSOR:** Stoll Stoll Berne Lokting & Shlachter, PC  
**EIN:** 93-0731818

**PLAN NUMBER:** 002

**DATE OF NOTICE:** February 22, 2016

As a participant in Stoll Stoll Berne Lokting & Shlachter, PC Employees' Profit Sharing Plan, the law requires that you be informed of any amendment which constitutes a material modification to the plan. This notice is intended to summarize the most recent changes to the plan. Please keep this notice with your Summary Plan Description so it will be complete and accurate.

**Change in Trustees:**

Effective December 31, 2015, Scott Shorr has resigned as a Trustee of the Plan. The Company has approved the appointment of David Lokting and Keith Dubanevich as the current Plan Trustees for the Stoll Stoll Berne Lokting & Shlachter, PC Employees' Profit Sharing Plan

## Pre-Approved Plan Sponsor Adoption of 2017 Defined Contribution Plan Interim Amendment

As the sponsor of a pre-approved prototype and/or volume submitter plan, you are responsible for making all necessary “good-faith” interim amendments to your plans on behalf of your adopting employers and to timely communicate the amendments to all of your adopting employers. This requirement is a condition for being a pre-approved plan sponsor. The IRS will ask you to certify satisfaction of this requirement when you apply for new opinion letters for the next defined contribution cycle. ASCi has determined that an 2017 interim good-faith amendment is necessary for the ASCi pre-approved defined contribution plans. The following Q&As will help answer any questions you may have regarding the adoption of the 2017 interim amendment.

### Q-1 What does the interim amendment cover?

*The interim amendment covers several changes or provides clarification to certain Plan provisions. (Since the interim amendment is mandatory for certain changes, ASCi has included nonmandatory amendments at this time to clarify certain provisions of the plan.) The interim amendment includes amendments relating to the following:*

- ***Amendment to allow the use of forfeitures to fund qualified nonelective employer contributions, qualified matching contributions and safe harbor 401(k) contributions (mandatory)***

*On January 18, 2017, the IRS issued proposed regulations changing the definitions of qualified nonelective employer contributions (QNEC) and qualified matching contributions (QMAC) under a 401(k) plan. One effect of this change is to allow plan sponsors to use forfeitures under a plan to fund QNECs, QMACs and, by extension, safe harbor plan contributions. The 2017 interim amendment changes the definitions of QNECs and QMACs under the ASC pre-approved defined contribution plans. In addition, the interim amendment clarifies that a plan sponsor may use plan forfeitures to fund QNECs, QMACs and safe harbor plan contributions.*

- ***Amendment relating to mid-year changes to Safe Harbor 401(k) Plans (clarification)***

*The amendment clarifies that the Employer may make mid-year changes to the Plan as provided under IRS Notice 2016-16.*

- ***Amendment relating to relief for victims of certain qualified natural disasters***

*An amendment to state that the Employer may operate the Plan to provide relief from certain qualification rules relating to hardship distributions and loans for Participants who are victims of certain qualified natural disasters, as set forth under applicable IRS or legislative guidance.*

- ***Amendment relating to claims for disability benefits***

*The Plan Administrator must follow the revised claims procedure rules as enumerated by the Department of Labor under ERISA §503 and revised final regulations under Department of Labor Regulation §2560.503-1 relating to the claims procedures for disability claims under the Plan. Please note that these regulations are effective for disability benefit claims files on or after January 1, 2018. At this time, the Department of labor is considering revising, delaying or withdrawing these regulations. The amendment was drafted to reflect this possibility.*

*The claims procedures under the Plan are not tax qualification issues, but relate to duties under Title I of ERISA.*

- ***Amendment relating to rollovers into a SIMPLE IRA***

*This amendment provides that the Plan Administrator may allow for a rollover to a SIMPLE IRA, as allowed under the PATH Act.*

**Q-2 When should Pre-Approved Plan Sponsors adopt the interim amendment?**

*A pre-approved plan sponsor should adopt the interim amendment by the end of the plan year for which it applies. This means that plans using the calendar year as the plan year should adopt the 2017 interim amendment by December 31, 2017. While ASCi does not anticipate additional interim amendments to the pre-approved defined contribution plans for this year, please understand that future changes could necessitate another interim amendment.*

**Q-3 What is the process for adopting the 2017 interim amendment?**

*ASCI drafted the interim amendment to make the adoption of the amendment as easy as possible for both the prototype/volume submitter sponsor and adopting employers. The interim amendment has no elective choices for the employer to select, so no signature is required by adopting employers. Instead, you (as prototype/volume submitter plan sponsor) only need to adopt the amendment on behalf of your adopting employers by **December 31, 2017**. We have provided a special "Adoption of Interim Amendment by Pre-Approved Plan Sponsor" which you will use to document your adoption of the interim amendment on behalf of all of your adopting employers. The same amendment applies to both the prototype and volume submitter plan documents.*

*The interim amendment must be provided to your adopting employers within a reasonable period of time. [Note: a reasonable period of time may be early 2018. There is no requirement that the interim amendment be provided to your adopting employers prior to the end of the current plan year.] Adopting employers need only to associate the interim amendment with their current document. No formal adoption of the amendment is required.*

*The following outlines the steps you should take to adopt the interim amendment for all of your adopting employers:*

- 1. Review the provisions of the attached 2017 Interim Amendment so that you are familiar with the changes and clarifications it makes to the prototype and/or volume submitter plans that you sponsor.*
- 2. **By December 31, 2017**, execute the attached "Adoption of Interim Amendment by Pre-Approved Plan Sponsor" and associate the 2017 Interim Amendment with the applicable prototype and/or volume submitter defined contribution plans that you sponsor. You should retain the signed adoption page in your records, but you do not need to send the executed "Adoption of Interim Amendment by Pre-Approved Plan Sponsor" to adopting employers, to ASCi or the IRS.*
- 3. Within a reasonable period of time after you execute the "Adoption of Interim Amendment by Pre-Approved Plan Sponsor," provide the amendment to all adopting employers that use your sponsored prototype or volume submitter plans. The interim amendment may be provided either by regular mail or electronically (e.g., email). Since the 2017 Interim Amendment does not provide for any adopting employer elections, **no execution (signature) of the 2017 Interim Amendment is needed by the adopting employers**. An adopting employer simply needs to associate the 2017 Interim Amendment with the plan document. The 2017 Interim Amendment will be added to the Basic Plan Document and also posted on the Download Page under Interim Plan Amendments.*

**Q-4 Will the Interim Amendment be attached to the Basic Plan Document (BPD) on the DGEM Download Page?**

*Yes, the 2017 Interim Amendment will be attached to the BPD on the DGEM Download Page.*

**Q-5 Will plan participants need to be provided with a Summary of Material Modifications (SMM) for this 2017 Interim Amendment?**

*No, the specifics of the provisions addressed in the Interim Amendment are not contained in the Summary Plan Description and, therefore, no SMM is required.*

**ADOPTION OF 2017 INTERIM AMENDMENT BY PRE-APPROVED PLAN SPONSOR**

Pursuant to Rev. Proc. 2015-36 and Section 14.01(a) of the Pre-Approved (Prototype or Volume Submitter) Defined Contribution Plan and Trust ("Pre-Approved Plan"), the undersigned, on behalf of the below named sponsor of the Pre-Approved Plan, hereby adopts the attached **Pre-Approved Defined Contribution Plan Interim Amendment** on behalf of all adopting Employers. This amendment is being adopted as a "good-faith" amendment to reflect IRS-announced changes and to provide clarifying provisions relating other Plan provisions. This amendment is incorporated as part of the Pre-Approved Plan as of December 31, 2017. This amendment supersedes any contrary provisions under the Pre-Approved Plan, except as otherwise provided.

Pursuant to Rev. Proc. 2015-36, a copy of the amendment will be provided to all adopting employers of the Pre-Approved Plan.

*Independent Retirement Consulting, LLC*

Name of Pre-Approved Plan Sponsor

*Vinda S. Buensido*

Authorized Signature

December 31, 2017

Date

## 2017 PRE-APPROVED DEFINED CONTRIBUTION PLAN INTERIM AMENDMENT

### ARTICLE I PURPOSE OF AMENDMENT

- 1.01 Adoption by Pre-Approved Plan Sponsor.** Pursuant to Revenue Procedure 2015-36, the Plan is being amended by the Pre-Approved Plan Sponsor on behalf of all adopting Employers. The Interim Amendment is intended to qualify as a good-faith amendment to document the Plan's compliance with the plan qualification requirements under IRS guidance. This Amendment also includes clarifying amendments consistent with rules applicable to the Plan. A copy of this amendment will be provided to all adopting Employers of the Pre-Approved Plan and made a part of their Plans.
- 1.02 Application of Amendment.** This amendment supersedes any contrary provisions under the Plan. However, this amendment does not replace any prior amendments that were adopted to comply with the remedial amendment requirements applicable to these interim amendments. Thus, the date of adoption of any prior interim amendments will continue to control in determining the date as of which such amendments were first adopted to comply with these rules.

### ARTICLE II AMENDMENTS TO ALLOW THE USE OF FORFEITURES TO FUND QUALIFIED NONELECTIVE EMPLOYER CONTRIBUTIONS, QUALIFIED MATCHING CONTRIBUTIONS AND SAFE HARBOR 401(k) CONTRIBUTIONS

- 2.01 Change in Definitions for QNEC and QMAC.** This section amends the Plan to reflect the proposed Treasury regulations issued January 18, 2017, which change the definitions of Qualified Nonelective Contribution (QNEC) under Treas. Reg. §1.401(k)-6 and Qualified Matching Contribution (QMAC) under Treas. Reg. §1.401(m)-5. As provided in the preamble of the proposed regulations, the Employer may rely on the change in definitions of QNECs and QMACs for periods preceding the applicability date of the proposed regulations. These amendments supersede any contrary provisions under the Plan.
- (a) **Requirements for a QNEC.** *Section 3.02(a)(6)(i)* is deleted and replaced with the following:  
  
“**Requirements for a QNEC.** In order to qualify as a QNEC, an Employer Contribution must satisfy the following requirements:
- (A) **100% vesting.** A QNEC must be 100% vested when allocated to a Participant's Account.
- (B) **Distribution restrictions.** A QNEC when allocated to a Participant's Account must be subject to the same distribution restrictions applicable to Salary Deferrals under Section 8.10(c), except that no portion of a Participant's QNEC Account may be distributed on account of Hardship. See Section 8.10(e).
- (C) **Allocation conditions.** A QNEC will not be subject to the allocation provisions applicable to Employer Contributions, as designated under AA §6-5, unless provided otherwise under AA §6D-3 of the Profit Sharing/401(k) Plan Adoption Agreement.”
- (b) **Deletion under Section 3.02(a)(6).** In the first sentence under the second paragraph of Section 3.02(a)(6), the following is deleted, “at the time the contribution is made to the Plan, regardless of any inconsistent elections under the Profit Sharing/401(k) Plan Adoption Agreement.”
- (c) **Requirements for a QMAC.** *Section 3.04(d)(1)* is deleted and replaced with the following:  
  
“**Requirements for a QMEC.** A QMAC under this subsection (d) must satisfy the following requirements:
- (i) **100% vesting.** A QMAC must be 100% vested when allocated to a Participant's Account.

- (ii) **Distribution restrictions.** A QMAC when allocated to a Participant's Account must be subject to the same distribution restrictions applicable to Salary Deferrals under Section 8.10(c), except that no portion of a Participant's QMAC Account may be distributed on account of Hardship. See Section 8.10(e).
- (iii) **Allocation conditions.** A QMAC will not be subject to the allocation provisions applicable to Matching Contributions, as designated under AA §6B-7, unless provided otherwise under AA §6D-4(c).
- (iv) **Discretionary QMAC.** If the Employer makes both a discretionary Matching Contribution under AA §6B-2(a) and a discretionary QMAC, the Employer must designate, in writing, the amount of the Matching Contribution that is designated as a regular Matching Contribution and the amount designated as a QMAC."

**2.02 Forfeiture Rules for Other Contributions.**

- (a) ***Section 7.13(e)(1)*** of the Plan is amended by deleting the sentence that reads: "Effective with the adoption of this Plan, if the Plan is a Safe Harbor 401(k) Plan, the Employer may not use forfeitures to reduce the Safe Harbor Employer Contribution or Safe Harbor Matching Contribution under the Plan (as defined under Section 6.04(a)(1)), unless provided otherwise under IRS guidance." and inserting the following sentence: "The Employer may use forfeitures to reduce the Safe Harbor Employer Contribution and/or Safe Harbor Matching Contribution under the Plan (as defined under Section 6.04(a)(1))."
- (b) ***Section 7.13(e)(4)*** of the Plan is amended to delete the sentence that reads: "The Employer may not use forfeitures to reduce a QNEC or QMAC contribution under the Plan, unless provided otherwise under IRS guidance."

**2.03 Mid-Year Changes to Safe Harbor 401(k) Plans.** Effective for mid-year changes to Safe Harbor 401(k) Plans made after January 28, 2016, the Employer may make mid-year changes to the Plan as provided under IRS Notice 2016-16.

**ARTICLE III  
RELIEF FOR VICTIMS OF CERTAIN QUALIFIED NATURAL DISASTERS**

**3.01 Relief for Victims of Certain Qualified Natural Disasters.** Notwithstanding other provisions of the Plan, the Employer may operate the Plan to provide relief from certain qualification rules relating to hardship distributions and loans for Participants who are victims of certain Qualified Natural Disasters, as set forth under applicable IRS or legislative guidance.

**3.02 Qualified Natural Disasters.** For purposes of this section, Qualified Natural Disasters include:

- (a) Louisiana storms, as provided under IRS Announcement 2016-30.
- (b) Hurricane Matthew, as provided under IRS Announcement 2016-36.
- (c) Hurricane Harvey, as provided under IRS Announcement 2017-11.
- (d) Hurricane Irma, as provided under IRS Announcement 2017-13.
- (e) Any other natural disaster for which the IRS or Congress provides relief from certain qualification rules.

**3.03 General Rules.** If the Employer and the Plan Administrator make good-faith efforts to apply the Plan provisions in conformance with the relief provided under applicable guidance, the Plan will not be treated as failing to satisfy the requirements of the Code or regulations. In general, the following rules apply:

- (a) In order to make a loan or distribution (including a hardship distribution), the Plan must provide for loans or distributions, as applicable.

- (b) Participants (victims) for whom the relief is available are determined under the appropriate IRS or legislative guidance.
- (c) The amount available for hardship distribution is limited to the maximum amount that would be available for a hardship distribution under the Plan. However, the relief provided applies to any hardship of the Participant and no post-distribution contribution restrictions apply.
- (d) To qualify for relief under this section, a hardship distribution must be made on account of a hardship resulting from the applicable Qualified Natural Disaster and within the time frame provided under the applicable guidance relating to the Qualified Natural Disaster.
- (e) The Plan will not be treated as failing to follow Plan procedural requirements for loans or distributions during the periods provided under guidance relating to the applicable Qualified Natural Disaster.

**ARTICLE IV  
AMENDMENTS RELATING TO CLAIMS FOR DISABILITY BENEFITS**

- 4.01** **Claims for Disability Benefits.** Effective for all claims for disability benefits filed on or after January 1, 2018 and to the extent applicable to the Plan, the Plan Administrator must follow the revised claims procedure rules as enumerated by the Department of Labor under ERISA §503 and revised regulations under Department of Labor Regulation §2560.503-1. To the extent that the claims procedures under Section 11.07 of the Plan conflict with the revised disability claims procedures rules, those procedures are superseded. The new disability claims procedures apply only to the determination under the Plan as to whether a Participant is entitled to a Plan benefit due to disability. The new disability claims procedures do not apply if a third party (such as the Social Security Administration), rather than the Plan Administrator, makes the determination of disability.
- 4.02** **Revision to Disability Claims Regulations.** If the Department of Labor revises, delays or withdraws its Regulation §2560-503-1, the claims procedures applicable to claims for disability benefits will change accordingly.

**ARTICLE V  
AMENDMENTS RELATING TO ROLLOVERS INTO A SIMPLE IRA**

- 5.01** **Rollover into a SIMPLE IRA.** Effective for rollover distributions made from the Plan after December 18, 2015, a Participant may elect, at the time and the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid directly to a SIMPLE IRA as defined under Code §408(p), provided the Participant satisfies the requirements (i.e., after the expiration of the two-year period following the date the Participant first participated in the SIMPLE IRA) under Code §408(p)(1)(B).

**ARTICLE VI  
APPLICATION OF AMENDMENT**

Pursuant to Revenue Procedure 2015-36, the provisions of this Interim Amendment have been adopted by the Pre-Approved Plan Sponsor on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan or Adoption Agreement. No signature is required by the Employer to adopt this Interim Amendment. This Interim Amendment applies to the signatory Employer and any other adopting Employers of the Plan.