

## Aspire Employees' Retirement Plan Summary

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The following is a summary of the Aspire Employees' Retirement Plan, as it is in effect for the plan year beginning July 1, 2013.

Eligibility To Make Elective Contributions. All employees of Aspire may elect to make contributions under the Plan as soon as they are hired--there is no waiting period for employees' contributions.

Eligibility for Aspire's Matching Contributions. Employees of Aspire are eligible to receive Aspire's matching contributions under the Plan after they satisfy these eligibility requirements:

- Completion of one year of service (a full twelve months in which the employee completes at least 1,000 hours of service), and
- Age 21.

Your matching contributions will begin with the first pay period after you satisfy these requirements, if you have elected to contribute under the Plan.

Your Contributions. To contribute under the Plan, you must elect to have the amount you wish to contribute deducted from your pay. Income taxes on your contributions are deferred until benefits are distributed to you from the Plan.

The maximum aggregate contribution you may make for 2013 will be \$17,500, except that, if you are age 50 or older or will reach age 50 in 2013, you may contribute an additional \$5,500 in 2013, for a total of \$23,000. You may elect to contribute any percent or amount of pay per pay period but deductions will stop if you reach the maximum.

Contribution Election Applies to Gross Pay. The pay from which you can make contributions will be the total amount of your pay that is subject to income tax withholding--in other words, your gross pay. This includes not only base pay, but also over-time pay and all other pay.

Formula for Aspire's Matching Contributions. Aspire will make matching contributions for you under the following formula for each pay period:

If your own contributions for the pay period are this percent of your gross pay:	Aspire's matching contribution for the pay period will be this percent of your gross pay:
1%	1%
2%	2%
3%	3%
4% or higher	4 %

Accounts for Your Contributions. Your contributions and the matching contributions Aspire makes for you will be deposited in accounts set up in your name under the Mutual of America annuity contract issued under the Plan. You will direct how these accounts will be invested. The Mutual of America annuity contract provides a number of investment options. Contact Aspire's Human Resources Department (the telephone number and address are on the last page of this notice) to ask for information about these investment options.

Currently, there are some participants who elected to invest their contributions in AXA-Equitable annuity contracts before July 27, 2009, and who still have accounts under AXA-Equitable contracts. These participants may leave their existing fund accumulations in their AXA-Equitable contracts or move all or part of those funds to Mutual of America at any time. (No contributions made after 2012 can be deposited under AXA-Equitable contracts.)

Vesting in Your Account. You will always have a 100 percent vested interest in the account for your own contributions and in the account for the matching contributions Aspire makes for you under the Plan. This means that you will be entitled to payment of the entire amount credited to these accounts whenever your employment terminates, regardless of how long you have been employed.

Payments from Your Accounts. Payments from your accounts will be available upon the termination of your employment, or your death.

You may not withdraw any amount from your accounts while you remain employed, except as follows:

- You may, while you are employed, make withdrawals from the account for any rollover contribution you have made.
- While you are employed after age 59 1/2, you may make withdrawals from any of your accounts.
- You may, while you are employed, make a hardship withdrawal, but only from the account for your own contributions, not from your matching contribution account. Also, if you are a qualified reservist called to active duty for more than 179 days or for an indefinite period, you may make withdrawals from the account for your own contributions.

Spousal Consent Required to Form of Payment. If you are married, payment from your accounts will be made in the form of a qualified joint and survivor annuity with your spouse as the joint annuitant, unless your spouse consents to another form of payment.

Hardship Withdrawals. Internal Revenue Service regulations restrict the situations under which the Plan may allow hardship withdrawals. For Plan purposes, "hardship" means the following financial hardships, as provided in the Internal Revenue Service regulations: an obligation to pay medical expenses for yourself, your spouse, and your dependents; the purchase of your principal residence (excluding mortgage payments); the payment of tuition and related educational expenses for the next 12 months of post-secondary school education for yourself, your spouse, your children, and your dependents; the need to prevent your eviction from, or the foreclosure of the mortgage on, your principal residence; funeral expenses for your parent, spouse, or dependent; and repair of damage to your principal residence that would qualify as a casualty loss for federal income tax deduction purposes (without regard to the percentage of income limit). The amount you may withdraw in the case of a financial hardship is limited to the amount of your need, plus the taxes you will have to pay on the withdrawal. You will need to provide Aspire with evidence of the hardship. You may not in any case withdraw more than the amount of your own contributions (without earnings). You may not make a hardship withdrawal from any account besides the account for your own contributions. You will not be permitted to make contributions under the Plan for six months after a hardship withdrawal.

Loan Provisions. Loans are available under the Plan. You may borrow funds from your own account, subject to limits described in the Plan's loan policy. The maximum term of a loan will generally be five years. You may have no more than one loan outstanding at a time. If you default on a loan, you will be taxed on the entire loan balance, and, unless you are older than 59 ½, the loan will be considered to remain outstanding for purposes of the one-loan-outstanding-at-a-time rule.

How To Elect To Make Contributions or To Change Your Contribution Election. You may elect to contribute under the Plan, or to change or stop your contribution election, at any time. To do so, you must fill out a contribution election form and deliver it to Aspire's Human Resources Department. (The address is below.) Your election will take effect as soon as practicable after receipt by the Human Resources Department.

Rollover Contributions. You can rollover to the Plan a distribution you receive from another eligible retirement plan. Please contact Aspire's Human Resources Department for information.

Additional Information. If you would like a copy of the summary plan description or have questions about the Plan, please contact Aspire's Human Resources Department:

Aspire of Western New York, Inc.  
c/o Human Resources Department  
2356 North Forest Road  
Getzville, New York 14068

Telephone: 716-505-5610

This notice describes the terms of the Plan as it is in effect on July 1, 2013. Aspire may amend the terms of the Plan at any time.