

Summary Plan Description

Prepared for

**PIA-SC Insurance Services, Inc.
Tax Deferred Compensation Plan**

INTRODUCTION

PIA-SC Insurance Services, Inc. has established PIA-SC Insurance Services, Inc. Tax Deferred Compensation Plan (the "Plan") to help you and other Employees save for retirement.

Your Employer restated the Plan by signing a complex legal agreement – the Plan document – which contains all of the provisions that the Internal Revenue Service (IRS) requires. The Plan document must follow certain federal laws and regulations that apply to retirement plans. The Plan document may change as new or revised laws or regulations take effect. Your Employer also has the right to modify certain features of the Plan from time to time. You will be notified of changes affecting your rights under the Plan.

This Summary Plan Description (SPD) summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information regarding certain plan features or have questions about the information contained in this SPD, you should contact your Employer. You may also examine a copy of the plan document by making arrangements with your Employer. Certain terms in the SPD have a special meaning when used in the Plan. These terms are capitalized throughout the SPD and are defined in more detail in the DEFINITIONS section of the SPD. If any information in this SPD conflicts with the terms of the Plan document adopted by your Employer, the terms of the Plan document – not this SPD - will govern.

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ELIGIBILITY

Am I eligible to participate in the Plan?

The Plan document is being amended or restated on to new Plan documents. If you were eligible to participate in the prior plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

What requirements do I have to meet before I am eligible to participate in the Plan?

You must reach age 21 before you will be eligible to participate in the Plan.

You must complete 1 year of service with the Employer before you are eligible to participate in the Plan. Your initial eligibility measuring period will be the 12-month period beginning with your hire date. If you do not satisfy the eligibility requirements during that first measuring period, eligibility will be calculated based on a 12-month period beginning with the anniversary of your hire date.

You will be credited with a year of service if you work 1000 hours or more during a 12-month period beginning with the anniversary of your hire date.

When can I enter the Plan?

Once you have met the age and service requirements listed above, you will enter the Plan The first day of each payroll period.

What happens to my Plan eligibility if I terminate my employment and am later rehired?

Once you satisfy the eligibility requirements and enter the Plan, you will continue to participate while you are still employed by the Employer, even if you have a break in eligibility service. A break in eligibility service occurs if you work less than 500 hours. If you had not yet satisfied the eligibility requirements and had a break in eligibility service, periods before your break in service will not be taken into account and you will have to satisfy the eligibility requirements following your break in service. Periods during which you have a break in eligibility service will not count against you if you were absent because you were pregnant, had a child or adopted a child, were serving in the military, or provided service during a national emergency and re-employment is protected under federal or state law, and you return to employment within the time required by law.

If you had met the eligibility requirements and were a Participant in the Plan before terminating employment or having a break in service, and are later rehired, you will enter the Plan immediately. If you were not a Participant before the break in eligibility service, and are rehired, you will need to again satisfy the Plan's eligibility requirement.

CONTRIBUTIONS (& VESTING)

What amount can I contribute to the Plan?

Employee Deferrals

You will be able to contribute a portion of your Compensation as a pre-tax Deferral once you have met the eligibility requirements and enter the Plan. You can contribute from 1 percent to 100 percent of your Compensation in 1 percent increments. The maximum dollar amount that you can contribute to the Plan each year is \$16,500 (for 2010) and includes contributions you make to other deferral plans (e.g., other 401(k) plans, salary deferral SEP plans, 403(b) tax-sheltered annuity plans, etc.). This amount will increase as the cost of living increases. Your Employer may further limit the amount that you can contribute to the Plan to help the Plan satisfy certain nondiscrimination requirements. Your Employer will notify you if you are a Highly Compensated Employee, subject to any additional limits. Deferrals (and the related earnings) are always fully vested and cannot be forfeited. So if you were to leave your Employer, you would be entitled to the full Deferral balance (plus earnings).

The amount of your Compensation that you decide to defer into the Plan will be contributed on a pre-tax basis. That means that, unlike the compensation that you actually receive, the pre-tax contribution (and all of the earnings accumulated while it is invested in the Plan) will not be taxed at the time it is paid by your Employer. Instead, it will be taxable to you when you take a payout from the Plan. These contributions will reduce your taxable income each year you make a contribution but will be treated as compensation for Social Security taxes.

EXAMPLE: Assume your Compensation is \$25,000 per year. You decide to contribute five percent of your Compensation into the Plan. Your Employer will pay you \$23,750 as gross taxable income and will deposit \$1,250 (five percent) into the Plan. You will not pay taxes on the \$1,250 (plus earnings on the \$1,250) until you withdraw it from the Plan.

Catch-up Contributions

If you are eligible to make Deferrals and you turn age 50 before the end of any calendar year, you may contribute up to an extra \$5,500 each year (for 2010) into the Plan as a Deferral once you meet certain Plan limits. The maximum catch-up amount may increase as the cost of living increases.

These catch-up contributions will be eligible for Matching Contributions from your employer. Catch-up contributions (and the related earnings) are considered Deferrals and are always fully vested. So if you were to leave your Employer, you would be entitled to the full catch-up balance (plus earnings).

How do I start making contributions?

To begin deferring a portion of your Compensation into the Plan, you must follow the procedures established by your Employer.

Can I change my contribution rate or stop making Deferrals after I start participating in the Plan?

You may change the amount you are deferring into the Plan or stop making Deferrals altogether at the times determined by your Employer.

If you decide to stop making Deferrals to the Plan, you may choose to begin deferring again at the times determined by your Employer.

What if I contribute too much to the Plan?

If you contribute too much to the Plan as a Deferral, you must take the excess amount (plus any earnings on the excess) out of the Plan by April 15 of the year following the year the money was contributed to the Plan. You must notify your Employer, in writing, of the excess amount by March 1 and request that it be removed. The excess amount is taxable to you in the year you contributed it to the Plan. If you do not remove it by the deadline, additional taxes will apply.

If you are a Highly Compensated Employee, the Deferrals that you and all other Highly Compensated Employees contribute to the Plan will be compared with the Deferrals of employees who are not highly compensated. If Deferrals of the Highly Compensated Employees exceed certain limits, a portion of your Deferrals may be returned to you. Your Employer will notify you if you are affected by these rules.

If I make Plan contributions, will my Employer match any of those contributions?

Each year that you contribute a portion of your Compensation into the Plan as a pre-tax Deferral and satisfy the additional condition outlined below, your Employer will make a contribution to the Plan as a Matching Contribution on your behalf based on the following formula:

If you contribute between 1% and 6% of your Compensation as a pre-tax Deferral, your Employer will make a Matching Contribution of 150%.

In addition to making a pre-tax Deferral, you must also satisfy the Plan's eligibility requirements for Employer Matching Contributions on at least one day during that Plan Year.

Will my Employer make any other types of contributions to the Plan on my behalf?

Qualified Nonelective Contributions

Your Employer may decide to make Qualified Nonelective Contributions to the Plan to satisfy special nondiscrimination rules which apply to the Plan. The amount of the Qualified Nonelective Contribution, if any, will be determined each year by your Employer's governing body. To qualify for a Qualified Nonelective Contribution, you must satisfy the eligibility requirements for Deferrals and work at least one day during the Plan Year.

You will not receive Qualified Nonelective Contributions if you are a Highly Compensated Employee.

Qualified Matching Contributions

Your Employer may decide to make Qualified Matching Contributions to the Plan to satisfy special nondiscrimination rules which apply to the Plan. The amount of the Qualified Matching Contribution, if any, will be determined each year by your Employer's governing body. To qualify for a Qualified Matching Contribution, you must satisfy the eligibility requirements for a Matching Contribution and you must make pre-tax Deferrals to the Plan and work at least one day during the Plan Year.

You will not receive Qualified Matching Contributions if you are a Highly Compensated Employee.

Top-Heavy Contributions

If more than 60 percent of the assets in the Plan are held by employees who are considered Key Employees, your Employer may need to make an additional contribution to this Plan for Participants who are not Key Employees.

If I have money in other retirement plans, can I combine them with my dollars under this Plan?

Rollovers

Your Employer may allow you to roll over dollars you have saved in other retirement arrangements into this Plan even though you have not met the eligibility requirements to participate in the Plan. Your Employer will provide you with the information to determine whether your prior plan balance is qualified to be rolled into this Plan.

The Plan will accept amounts directly rolled over from the prior plan to this Plan excluding Roth Deferrals and Nondeductible Employee Contributions if the prior plan was a:

- qualified retirement plan (e.g., 401(k) plan, profit sharing plan, money purchase pension plan, target benefit plan)
- government 457(b) plan
- Traditional IRA
- 403(b) annuity plan

Regardless of the above provisions, Nondeductible Employee Contributions and Roth Deferrals may not be rolled into this Plan from 403(b) annuity plans.

The Plan will accept amounts indirectly rolled over from the prior plan to this Plan excluding Roth Deferrals if the prior plan was a:

- qualified retirement plan (e.g., 401(k) plan, profit sharing plan, money purchase pension plan, target benefit plan)
- 403(b) annuity plan

- government 457(b) plan
- Traditional IRA

Transfers

Your Employer may allow you to transfer dollars you have saved in other retirement arrangements into this Plan even though you have not met the eligibility requirements to participate in the Plan.

Your Employer will provide you with the information to determine whether your prior plan balance is eligible to be transferred.

Rollover and Transfer contributions are always 100 percent vested and nonforfeitable.

Are there any limits on how much can be contributed for me?

In addition to the Deferral limit described previously, you may not have total contributions of more than \$49,000 each year (for 2010) or an amount equal to 100% of your Compensation, whichever is less, allocated to the Plan for your benefit each year. The \$49,000 limit will be increased as the cost of living increases.

Will contributions be made for me if I am called to military service?

The Plan is operated in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Under the provisions of USERRA, if you return to work from a qualified military leave, you may be permitted to "make up" Elective Deferrals and Catch-up Contributions, which you could have otherwise made during the period of qualified military service. If you make up your missed contributions, you will also be entitled to receive any Matching Contributions.

Upon returning from qualified military service within the specified time frame, as outlined under USERRA, your period of military service counts for all purposes under this Plan. You will not be treated as having had a break in service; therefore, there is no waiting period to resume participation in the Plan.

Employees covered under USERRA include: all members of the "uniformed services" who serve voluntarily or involuntarily, including those in the reserves, as well as any other individuals designated by the President. The uniformed services include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health commissioned corps.

Will I be able to keep my Employer contributions if I terminate employment or am no longer eligible to participate in the Plan?

Employer Matching Contributions are subject to a vesting schedule and could be forfeited if you terminate your employment. You will earn the right to a greater portion of your Employer Matching Contributions the longer you work for your Employer. Generally, all of your years of service with the Employer count toward determining your vested percentage.

If you are paid or entitled to pay from the Employer during the Plan Year, you will be credited with a year of vesting service.

The following vesting schedule applies to Matching Contributions.

YEARS OF VESTING SERVICE	VESTED PERCENTAGES
Less than One	0%
1	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Example: You have worked for your Employer four years and have received Matching Contributions of \$1,000. You terminate employment and request a distribution of your Employer Matching Contributions. Because you have four years of vesting service, you will receive 60% or \$600.

Although your Employer has adopted a vesting schedule, your balance will become 100 percent vested when:

- you reach age 65
- the Plan is terminated or contributions to the Plan are discontinued
- you die
- you incur a disability

Like the amounts that you contribute to the Plan as Deferrals, Qualified Nonelective Contributions and Qualified Matching Contributions that you receive from your Employer will always be 100 percent vested and cannot be forfeited, even if you terminate employment or become ineligible to participate in the Plan.

For Plan Years beginning after December 31, 2006 until the vesting schedule was amended to reflect the current vesting described above, Profit Sharing Contributions are subject to a vesting schedule and could be forfeited if you terminate your employment. You will earn the right to a greater portion of your Profit Sharing Contributions the longer you work for your Employer.

What happens to my nonvested percentage if I terminate employment?

If you terminate employment, you will always retain the right to the vested portion of your Plan balance. To avoid a break in vesting service, you must have worked at least one hour of service during the 12-month period following the date of your termination of

employment. If you decide to take a payout of the entire vested portion of your balance, your nonvested portion will be forfeited and may be used to pay the Plan's administrative expenses.

Forfeitures may also be used to reduce future Employer contributions to the Plan.

If you are rehired before five breaks in vesting service occur, your forfeited amount will be restored if you repay to the Plan the full amount of your payout.

INVESTING YOUR PLAN ACCOUNT

SELF DIRECTION OF INVESTMENTS

The Employer will establish uniform and nondiscriminatory policies describing how and when you may provide investment directions. You will be responsible for any expenses and losses resulting from your choice of investments.

All contributions to the Plan on your behalf will be credited to one or more separate accounts established in your name. Plan contributions are held in trust by the Trustee for the exclusive benefit of participating employees and their beneficiaries.

You are permitted to direct the investment of the contributions to the Plan on your behalf among the investment options contained in the Appendix.

Rules Regarding Voting Rights for the Funds in My Individual Account

In the event of a mutual fund proxy, shares of mutual funds held in your individual account under the Plan will be voted by the Trustee on your behalf as directed by the Employer. In making voting decisions on the fund shares, the Employer will direct the Trustee to vote the mutual fund shares in the long-term, economic best interests of Plan Participants.

If your Plan contains Employer Common Stock, as a Participant, you will be given the right to instruct the trustee how to vote, and generally exercise all other rights which a shareholder of record has, for the shares of Common Stock invested in your individual accounts. In the event of a proxy, if you fail to give the trustee specific instructions, the trustee will treat you as having directed the trustee to vote your shares in the same proportion as the shares for which the trustee has received voting instructions from other Participants in the Plan. In the event of a tender or similar offer, if you fail to give the trustee specific instructions, the trustee will not tender your stock shares.

As a responsible Participant, you should exercise your rights or vote your shares. The instructions that you provide to the trustee for the shares of Common Stock are held in the strictest confidence.

Information About the Investment Options Available in the Plan

When you are eligible to participate in the Plan, you will be provided with comprehensive information about the investment options available in the Plan, including an explanation of the investment objectives and policies, risk and return characteristics, past and current investment performance (net of expenses), operating expenses, and the type and diversification of assets comprising the portfolio of each fund. You will also receive ongoing updates of this information in the form of prospectuses and shareholder reports for each of the investment options that you have selected for the investment of your Plan contributions. If you have any questions or require more detailed information concerning any investment option, you should call Vanguard[®] Participant Services or the 24-hour Vanguard VOICE[®] Network by dialing 1-800-523-1188.

Vanguard Participant Services provides registered associates to answer investment-related questions from 8:30 a.m. to 9 p.m. Eastern time. These associates can help you understand available investment options and basic retirement investment planning concepts. Additionally, the associates are able to execute transactions such as fund exchanges, and contribution allocation changes.

If you prefer the flexibility and convenience of an automated network, the Vanguard VOICE[®] Network is available 24 hours a day, 7 days a week to accommodate and confirm your transactions. (You must use a touch-tone telephone and the personal identification number provided to you upon enrollment to access the VOICE[®] Network.) During normal business hours you may transfer directly to a Vanguard Participant Services associate should you wish to discuss Plan or investment-related questions.

Additionally, if you have a computer and a modem, Vanguard's website at www.vanguard.com allows you to tap into a variety of investment information from retirement plan guidance to specific fund information to tax-planning tips.

How to Change Investment Directions

The general rule is that you may change your investment directions with respect to your future Plan contributions or existing individual account balances at any time as long as you act in accordance with the investment fund's prospectus.

You are permitted to redeem shares from one fund to purchase shares of another fund under the Plan. Although every effort is made to maintain this exchange privilege, mutual fund companies reserve the right to revise or terminate this privilege, limit the amount of an exchange, or reject any exchange, at any time, without notice. Because excessive exchanges can potentially disrupt the management of a fund and increase its transaction costs, certain limitations are placed on participant exchange activity. Note also, that certain investment options, particularly funds made up of company stock or investment contracts, may be subject to unique restrictions. Please see the prospectus for the funds you have selected for more details.

If you wish to make a change in investment directions, you should:

- Access Vanguard's website at www.vanguard.com.
- Call the 24-hour Vanguard VOICE[®] Network, using a touch-tone telephone and the PIN provided to you by dialing 1-800-523-1188.
- Call Vanguard Participant Services, by dialing 1-800-523-1188 (8:30 a.m. to 9 p.m. Eastern time Monday through Friday).

The transfer of existing balances will generally be made the same day if your transaction is received in complete and good order before the close of the New York Stock Exchange, (generally 4 p.m., Eastern time), or the earliest cut-off time of the funds involved. Vanguard will send a confirmation of your change to the address on file for you with Vanguard.

Keeping Track of Individual accounts Under The Plan

Quarterly statements will be mailed to your home address showing the total amounts credited to your individual account under the Plan as of the end of each calendar quarter. These statements will reflect all Plan activities including contributions, earnings, investment exchanges, and distributions occurring within your individual account during the most recent calendar quarter. As mentioned previously, you may also call Vanguard Participant Services to discuss Plan or investment-related questions or access Vanguard's website at www.vanguard.com.

Responsibility for Investment Losses

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act of 1974). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including the Employer, the Administrator and the trustee, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. Because your Plan allows and encourages you to direct your investments and to have access to all pertinent information concerning your investments, the fiduciaries of the plan will be relieved of liability for the results of your investment decisions, as provided under Section 404(c) of ERISA.

When you direct investments, your accounts are segregated for purposes of determining the gains, earnings or losses on these investments. Your account does not share in the investment performance for other Participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. There are no guarantees of performance, and neither the Employer, the Administrator, the trustee, nor any of their representatives provide investment advice or insure or otherwise guarantee the value or performance of any investment you choose.

WITHDRAWING MONEY FROM THE PLAN (& LOANS)

Can I withdraw from the Plan while I am still employed?

In-Service Distributions

You may request a distribution at any time from the following accounts within your Plan.

- Transfer Contributions
- Rollover Contributions

You may request a distribution from the Deferrals and Matching Contributions in your Plan account if you become Disabled.

What money is available once I terminate my employment?

Once you are no longer working for the Employer, you may take a payout of the vested portion of all of the following types of contributions to the Plan.

- Matching Contributions
- Transfers
- Rollovers

How do I request a payout?

You must follow the procedures established by your Employer.

If you die, become Disabled, or reach age 65 and you qualify for and request a distribution, your distribution will begin as soon as administratively feasible after the date you (or your beneficiary in the case of your death) request a distribution.

If you terminate your employment and you qualify for and request a distribution, your distribution will begin as soon as administratively feasible after the date you (or your beneficiary in the case of your death) request a distribution.

If I am married, does my spouse have the right to approve my distributions from the Plan?

You are not required to get consent from your spouse in order to take a payout or loan from the Plan. In addition, if your employer previously maintained a money purchase plan, you may be entitled to additional benefits (see the *Administrative Information & Rights under ERISA* section in the SPD, if applicable). Your Employer will provide you with more information regarding your annuity options when it comes time for you to make a decision. Follow the procedures established by your Employer to obtain the forms that contain the consent provisions that will enable you and your spouse to waive the annuity and take the payment in some other form permitted by the Plan.

How will my money be distributed to me if I request a payout from the Plan?

If your vested account balance is more than \$1,000, you may choose from the following options for your payout.

- Lump sum

If your balance is less than \$1,000, and you do not tell your Employer what to do with your Plan balance (e.g. roll it over to an individual retirement account (IRA)), you must take your payout in the form of a lump sum.

Do any penalties or restrictions apply to my payouts?

Generally, if you take a payout from the Plan before you are age 59½, a 10 percent early distribution penalty will apply to the taxable portion of your payout. There are some exceptions to the 10 percent penalty. Your tax adviser can assist you in determining whether you qualify for a penalty exception.

If your payout is eligible to be rolled over, 20 percent of the payout will be withheld and remitted to the IRS as a credit toward the taxes you will owe on the payout amount.

EXAMPLE: You request a \$10,000 payout from your Plan balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over, you will receive \$8,000 and \$2,000 will be remitted to the IRS.

Can I take a loan from the Plan?

As a Participant in this Plan, you may be permitted to borrow a portion of your vested Individual Account balance. The loan program adopted by the Employer is available on a uniform basis to all parties in interest to the Plan who meet loan qualification requirements. Please refer to the Participant Loan Policy for details about your loan program. You may request a copy of the Participant Loan Policy from your Employer at any time.

What if I die before receiving all of my money from the Plan?

If you die before taking all of your assets from the Plan, the remaining balance will be paid to your designated beneficiary. If you do not name a beneficiary and you are married, your spouse will be your beneficiary. If you do not name a beneficiary and you are not married, your remaining balance in the Plan will be paid to your estate.

To designate your beneficiary, you must follow the procedures established by your Employer. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. It is important to review your designation from time to time and update it if your circumstances change (e.g., a divorce, death of a named beneficiary).

What happens to my benefits if I die?

The Plan will permit your beneficiary to directly roll over their portion of the individual account to an inherited individual retirement arrangement (IRA). Such a distribution must otherwise qualify as a distribution that is eligible to roll over.

How long can I leave the money in my Plan?

How long you can leave your money in the Plan varies depending on your Plan balance and whether you are still employed.

The Plan provides that if you terminate employment and your vested account balance is more than \$1,000 and not more than \$5,000, and after receiving all required notices, you do not make an affirmative distribution election, the distribution will be automatically rolled over by the Plan to an individual retirement account (IRA) with Vanguard as soon as practicable after you terminate employment. Your account will be automatically invested in Vanguard® Prime Money Market Fund, a fund designed to preserve principal and provide a reasonable rate of return consistent with liquidity. You will be responsible for paying all fees and expenses assessed against your automatic rollover IRA. The fees and expenses will be comparable to the fees and expenses charged by Vanguard for other IRAs. After your automatic rollover IRA is established, you can transfer the assets to an IRA at another financial institution or roll them over to another employer's eligible plan (if the plan permits). For additional information on a Vanguard IRA® and the fees and expenses associated with a Vanguard IRA, call Vanguard® Participant Services at 1-800-523-1188 or your Benefits Office.

If the amount of your vested account balance is \$1,000 or less, and after receiving all required notices, you do not affirmatively elect a distribution, your Employer will distribute your Plan account as a lump-sum as soon as practicable after you terminate employment.

Rollover Contributions will be included in determining your balance for these purposes.

Age 70½ Required Distributions

When you reach age 70½ and separate from service, you will need to begin taking a portion of your balance out of the Plan each year. If you are more than a 5% owner of the Employer, you will need to begin taking payments at age 70½ even if you are still employed.

What if the Plan is terminated?

If the Plan is terminated, you will be required to take your entire account balance from the Plan.

ADMINISTRATIVE INFORMATION & RIGHTS UNDER ERISA

Who established the Plan?

The official name of the Plan is PIA-SC Insurance Services, Inc. Tax Deferred Compensation Plan

The Employer who adopted the Plan is:

PIA-SC Insurance Services, Inc.

5800 S. Eastern Avenue, 4th Floor

Commerce, CA 90040

(213) 728-9500

Federal Tax Identification Number: 95-3988532

Fiscal Year End: 02/28 Your Employer has assigned Number 003 to the Plan.

Additional Employers that share common ownership with your Employer will be included in the Plan unless they are listed among the classes of excluded employees in the ELIGIBILITY section of this Summary Plan Description (SPD). You may obtain a complete list of other Employers adopting the Plan by submitting a written request to your Employer.

The Plan trustee is:

Vanguard Fiduciary Trust Company

P.O. Box 2900, Valley Forge, PA 19482

(800) 523-1188

The Plan is a 401(k) defined contribution plan, which means that contributions to the Plan made on your behalf (and earnings) will be separately accounted for within the Plan.

When did the Plan become effective?

Your Employer has amended and restated PIA-SC Insurance Services, Inc. Tax Deferred Compensation Plan which was originally adopted 01/01/1989. The effective date of this amended Plan is 01/01/2010.

Although the Plan is generally effective on 01/01/2010, you may contribute a portion of your Compensation into the Plan as pre-tax Deferrals no earlier than the date of your deferral election.

Who is responsible for the day-to-day operations of the Plan?

Your Employer is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, your Employer may appoint others to act on its behalf or to perform certain functions.

Who pays the expenses associated with operating the Plan?

All reasonable Plan administration expenses including those involved in retaining necessary professional assistance, may be paid from the assets of the Plan. These expenses may be allocated among you and all other Plan Participants or, for expenses directly related to you, charged against your account balance. Examples of expenses that may be directly related to you include, general recordkeeping fees and expenses related to processing your distributions or loans (if applicable), qualified domestic relations orders, and your ability to direct the investment of your Plan balance, if applicable. Finally, the Employer may, in its discretion, pay any or all of these expenses. For example, the Employer may pay expenses for current employees, but may deduct the expenses of former employees directly from their accounts. Your Employer will provide you with a summary of all Plan expenses and the method of payment of the expenses upon request.

Does my Employer have the right to change the Plan?

The Plan will be amended from time to time to incorporate changes required by the law and regulations governing retirement plans. Your Employer also has the right to amend the Plan to add new features or to change or eliminate various provisions. The Employer cannot amend the Plan to take away or reduce protected benefits under the Plan (e.g., the Employer cannot reduce the vesting percentage that applies to your current balance in the Plan).

Does participation in the Plan provide any legal rights regarding my employment?

The Plan does not intend to, and does not provide, any additional rights to employment or constitute a contract for employment. This purpose of the Summary Plan Description is to help you understand how the Plan operates and the benefits available to you under the Plan. The Plan document is the controlling legal document with respect to the operation of and rights granted under the Plan and if there are any inconsistencies between this Summary Plan Description and the Plan document, the Plan document will be followed.

Can creditors or other individuals request a payout from my Plan balance?

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that your Employer may distribute or reallocate your benefits in response to a qualified domestic relations order. A qualified domestic relations order is an order or decree issued by a court that requires you to pay child support or alimony or to give a portion of your Plan account to an ex-spouse or legally separated spouse. Your Employer will review the order to ensure that it meets certain criteria before any money is paid from your account. You (or your beneficiary) may obtain, at no charge, a copy of the procedures your Employer will use for reviewing and qualifying domestic relations orders.

How do I file a claim?

To claim a benefit that you are entitled to under the Plan, you must file a written request with your Employer. The claim must set forth the reasons you believe you are eligible to receive benefits and you must authorize the Employer to conduct any necessary examinations and take the steps to evaluate the claim.

What if my claim is denied?

Except as described below, if your claim is denied, your Employer will provide you (or your beneficiary) with a written notice of the denial within 90 days of the date your claim was filed. This notice will give you the specific reasons for the denial, the specific provisions of the Plan upon which the denial is based, and an explanation of the procedures for appeal.

In the case of a claim for disability benefits, if the Employer is making a determination of whether you are Disabled, you will be notified of a denial of your claim within a reasonable amount of time, but not later than 45 days after the Plan receives your claim. The 45-day time period may be extended by the Plan for up to 30 days if the Employer determines that an extension is necessary due to matters beyond the control of the Plan. The Employer will notify you, before the end of the 45-day period, of the reason(s) for the extension and the date by which the Plan expects to make a decision regarding your claim.

If, before the end of the 30-day extension, your Employer determines that, due to matters beyond the control of the Plan, a decision regarding your claim cannot be made within the 30-day extension, the period for making the decision may be extended for an additional 30 days, provided that your Employer notifies you, before the end of the first 30-day extension, of the circumstances requiring the additional extension and the date as of which the Plan expects to make a decision. The notice will specifically explain the standards on which the approval of your claim will be based, the unresolved issues that prevent a decision on your claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

The period of time within which approval or denial of your claim is required to be made generally begins at the time your claim is filed. If the period of time is extended because you fail to submit information necessary to decide your claim, the period for approving or denying your claim will not include the period of time between the date on which the notification of the extension is sent to you and the date on which you provide the additional information.

Your Employer will provide you with written or electronic notification if your claim is denied. The notification will provide the following:

- i. The specific reason or reasons for the denial;
- ii. Reference to the specific section of the Plan on which the denial is based;
- iii. A description of any additional information that you must provide before the claim may continue to be processed and an explanation of why such information is necessary;

iv. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) following a claim denial on review; and

v. In the case of a Plan providing disability benefits, if your Employer used an internal rule or guideline in denying your claim, either 1) the specific rule or guideline, or a statement that the rule or guideline was relied upon in denying your claim, and that 2) a copy of the rule or guideline will be provided free of charge to you upon request.

If the claim denial is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the denial, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

May I appeal the decision of the Employer?

You or your beneficiary will have 60 days from the date you receive the notice of claim denial in which to appeal your Employer's decision. You may request that the review be in the nature of a hearing and an attorney may represent you.

However, in the case of a claim for disability benefits, if your Employer is deciding whether you are Disabled under the terms of the Plan, you will have at least 180 days following receipt of notification of a claim denial within which to appeal your Employer's decision.

You may submit written comments, documents, records, and other information relating to your claim. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information pertaining to your claim.

Your appeal will take into account all comments, documents, records, and other information submitted by you relating to the claim, even if the information was not included originally.

If the claim is for disability benefits:

i. Your claim will be reviewed independent of your original claim and will be conducted by a named fiduciary of the Plan other than the individual who denied your original claim or any of his or her employees.

ii. In deciding an appeal of a claim denial that is based in whole or in part on a medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

iii. Your Employer will provide you with the name(s) of the health care professional(s) who was consulted in connection with your original claim, even if the claim denial was not based on his or her advice. The health care professional consulted for purposes of your appeal will not be the same person or any of his or her employees.

iv. You will be notified of the outcome of your appeal no later than 45 days after receipt of your request for the appeal, unless the Employer determines that special circumstances require an extension of time for processing the claim. If your Employer determines that an extension is required, written notice of the extension will be provided to you before the end of the initial 45-day period. The notice will identify the special circumstances requiring an extension and the date by which the Plan expects to make a decision regarding your claim.

Your Employer will provide you with written or electronic notification of the final outcome of your claim. The notification will include:

i. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim;

ii. A statement describing any additional voluntary appeal procedures offered by the Plan, your right to obtain the information about such procedures, and a statement of your right to bring an action under Section 502(a) of ERISA; and

iii. If the Employer used an internal rule or guideline in denying your claim, either 1) the specific rule or guideline, or a statement that the rule or guideline was relied upon in denying your claim, and 2) that a copy of the rule or guideline will be provided free of charge to you upon request.

If the claim denial is based on a medical necessity, experimental treatment, or similar situation, either an explanation of the scientific or clinical basis for the denial, applying the terms of the Plan to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

If I need to take legal action with respect to the Plan, who is the agent for service of legal process?

The person who can be served with legal papers regarding the Plan is:

PIA-SC Insurance Services, Inc.
5800 S. Eastern Avenue, 4th Floor, Commerce, CA 90040

Your Employer and the Plan trustee are also agents for service of legal process.

If the Plan terminates, does the federal government insure my benefits under the plan?

If the Plan terminates, you will become fully vested in your entire balance under the Plan, even though you would not otherwise have a sufficient number of years of vesting service to be 100 percent vested in your balance. You will be entitled to take your entire balance from the Plan following termination.

The type of plan in which you participate is not insured by the Pension Benefit Guarantee Corporation, the government agency that insures certain pension plan benefits upon plan termination.

What are my legal rights and protections with respect to the Plan?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to do the following:

Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Employer's office and at other specified locations, such as worksites and union halls, all Plan 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.
2. Obtain, upon request to the Employer, copies of documents governing the operations 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 (SPD). The Employer may charge a reasonable fee for the copies.
3. Receive a summary of the Plan's annual financial report. The Employer is required by law to furnish each Participant with a copy of this Summary Annual Report.
4. Obtain, once a year, a statement of the total pension benefits accrued and the vested pension benefits (if any) or the earliest date on which benefits will become vested. The Plan may require a written request for this statement, but it must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you may 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 Employer 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 Employer. If you have a claim for benefits which is denied, or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order 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 the costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if the court finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Employer. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Employer, you should contact the nearest area 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.

Further, if this Plan is maintained by more than one Employer, you may obtain a complete list of all such Employers by making a written request to your Employer.

DEFINITIONS

Compensation – The definition of Compensation under the Plan can vary depending upon the purpose (e.g., allocations, nondiscrimination testing, deductions).

In general, the amount of your earnings from your Employer taken into account under the Plan is all earnings reported to you on Form W-2. Compensation will include amounts that are not included in your taxable income that were deferred under a cafeteria plan, a 401(k) plan, a salary deferral SEP plan, a 403(b) tax-sheltered annuity plan, a 457(b) deferred compensation plan of a state or local government or tax-exempt employer, or transportation fringe benefits that you receive.

The definition of Compensation used under the Plan has been further adjusted to exclude the following amounts.

- Amounts deemed to be compensation that relate to an automatic enrollment cafeteria plan where you fail to provide proof of insurance will be excluded when determining your Compensation.

If you receive payments from your Employer within 2 ½ months after severing your employment, any regular pay for services you performed prior to severance will be included in Compensation. Other post-severance payments will affect your Compensation as described below.

- Unused accrued sick, vacation or other leave that you are entitled to cash out will be excluded from Compensation.
- Amounts received under a nonqualified unfunded deferred compensation program will be excluded from Compensation.

The measuring period for Compensation will be the Plan Year.

The maximum amount of Compensation that will be taken into account under the Plan is \$245,000 (for 2010). This amount increases as the cost of living rises.

Deferrals – Deferrals are the dollars you choose to contribute to the Plan through payroll deduction on pre-tax basis.

Disabled – You will be considered Disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months.

Employer – The Employer is PIA-SC Insurance Services, Inc. as well as any other companies sharing common ownership unless they have been specifically excluded from participation. Your Employer will also serve as the Plan Administrator, as defined in ERISA, who is responsible for the day to day operations and decisions regarding the Plan, unless a separate Plan Administrator is appointed for all or some of the plan responsibilities. The term Employer, as used in this Summary Plan Description, will also mean Plan Administrator, as that term is used in ERISA.

Highly Compensated Employee – A Highly Compensated Employee is any employee who

1. was a five percent owner at any time during the year or the previous year, or
2. for the previous year had Compensation from the Employer greater than \$110,000 (for 2010).

The \$110,000 threshold is increased as the cost of living rises.

Hour of Service – An Hour of Service will be measured differently for different purposes under the Plan.

Hour of Eligibility Service - For purposes of determining Plan eligibility, an Hour of Service will be based on actual hours for which you are entitled to pay.

Hour for Qualifying for Employer Contributions - For purposes of determining your eligibility to receive Employer contributions will be based on elapsed time.

Hour of Vesting Service - For purposes of determining the vested percentage of your benefits under the Plan, an hour of service will be based on elapsed time.

Key Employees – Any employee in the current year or previous year who is

1. an officer of the Employer whose annual Compensation is greater than \$160,000 (for 2010),
2. a five percent owner of the Employer, or
3. a one-percent owner of the Employer who has Compensation of more than \$150,000

will be classified as a Key Employee. The \$160,000 threshold for officers increases periodically as the cost of living rises.

Matching Contribution – Your Employer may make Matching Contributions to the Plan based on the amount of Deferrals you contribute to the Plan.

Participant – An employee of the Employer who has satisfied the eligibility requirements and entered the Plan.

Plan – PIA-SC Insurance Services, Inc. Tax Deferred Compensation Plan is the Plan described in this Summary Plan Description.

Plan Administrator – Your Employer is responsible for the day-to-day administration of the Plan. To assist in operating the Plan efficiently and accurately, your Employer may appoint others to act on its behalf or to perform certain functions.

Plan Year – The calendar year will serve as the Plan Year.

Predecessor Employer – You will be given credit for your Hours of Service with Printing and Publishing Employees Credit Union for purposes of

- Eligibility

Qualified Matching Contribution – Your Employer may make Qualified Matching Contributions to satisfy certain nondiscrimination tests that apply to the Plan. These contributions are discretionary and are 100 percent vested when made.

Qualified Nonelective Contribution – Your Employer may make Qualified Nonelective Contributions to satisfy certain nondiscrimination tests that apply to the Plan. These contributions are discretionary and are 100 percent vested when made.

APPENDIX