

**GOODWILL OF WESTERN MISSOURI
& EASTERN KANSAS
403(b) PLAN**

PLAN HIGHLIGHTS

7-13400
(CL2011)

Plan Highlights briefly describes the plan. The rest of this booklet explains in greater detail how the plan works.

We started the plan on January 1, 2002.

The plan:

- Lets you defer a percentage of your pay by making 403(b) elective deferral contributions under the plan.
- May match a percentage of your 403(b) elective deferral contributions. That's extra money for you.
- May provide qualified nonelective contributions.
- Provides that your account resulting from any money you contribute and any qualified nonelective contributions always belongs to you. The part of your account that belongs to you from our other contributions depends on your service.
- Gives you tax deferral on any earnings until you receive them as benefits.
- Offers different ways to receive your benefits. You choose the right way for you.

If you are already making 403(b) elective deferral contributions, you are on your way to a more secure future. If you aren't making 403(b) elective deferral contributions, there's still time to start.

About This Booklet

This booklet is the summary plan description. It explains how the plan currently works, when you qualify for benefits, and other information.

If any part of this summary plan description (booklet) conflicts with the terms of the plan, the terms of the plan will be followed. The plan is much more detailed.

The plan is much more detailed and it governs your benefits.

The term "your account" refers to the account that has been set up for you under the plan. This account includes the amounts contributed to the plan on your behalf and any investment gains or losses. The term "your account" applies to both the vested part of your account and the part of your account that is not vested. The term "your vested account" refers to the vested part of the account. Part 3 of this booklet explains vesting. Use of the term "your account" does not give you any rights to the account or any assets of the plan other than those described in this booklet.

The terms "in writing" and "written" generally refer to paper documents. These terms may also refer to an electronic means of sending or receiving information that is acceptable to the plan administrator and is allowable by law.

Ask the plan administrator if you have questions. Part 7 of this booklet lists the plan administrator's name and address.

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PART 1 JOINING THE PLAN

When You Join

You join the plan as an active participant for purposes of 403(b) elective deferral contributions on the day on which you become an eligible employee. This date is your entry date for purposes of 403(b) elective deferral contributions.

You join the plan as an active participant for purposes of contributions other than 403(b) elective deferral contributions on the day on which you meet these requirements:

- You are an eligible employee.
- You have worked at least one year.

This date is your entry date for purposes of contributions other than 403(b) elective deferral contributions.

You are an eligible employee unless you are any of the following:

- For purposes of contributions other than 403(b) elective deferral contributions and matching contributions, an employee who is considered to be an independent contractor or an employee of an independent contractor who is later determined by the IRS to be an employee of ours.

Signing Up

To make 403(b) elective deferral contributions, you complete an elective deferral agreement. Part 2 tells you more about these contributions.

You need to name the person who will receive any death benefit if you die before retirement. If you name someone other than your spouse, your spouse must agree in writing to your selection.

You need to tell us how you wish to use the investment options available for your account (see Part 3).

Changes in Your Participation

You become an inactive participant on the date you are no longer an eligible employee.

You stop being a participant on the date you are not an eligible employee and your account is zero.

You rejoin the plan as an active participant for purposes of the contributions for which you have had an entry date when you work another hour for us as an eligible employee.

PART 2 CONTRIBUTIONS TO THE PLAN

Plan contributions create an account for you. That account holds your money. Contributions share in investment earnings or losses. You don't pay taxes on any earnings until later—when you receive that money.

403(b) Elective Deferral Contributions

When you sign up (see Part 1), you tell us how much of your pay you want to defer.

Your 403(b) elective deferral contributions will begin or change as soon as administratively feasible following your entry date or any following date. Your agreement to stop your deferrals may be made on any date and will be effective as soon as administratively feasible following that date.

Your 403(b) elective deferral contributions are pre-tax elective deferral contributions. These contributions reduce your total taxable income which reduces your current taxes. These contributions and any earnings will be taxed later when received as a benefit.

Your 403(b) elective deferral contributions:

- **May give** you an additional return on your dollars through our matching contributions.
- **Build** income for your retirement years.
- **Reduce** your income taxes, letting you save for the future with dollars you would otherwise pay in current taxes.
- **May provide** investment earnings that aren't taxed until you get your benefits.

You may make catch-up contributions in a taxable year if you will be at least age 50 by the end of that year. Catch-up contributions are 403(b) elective deferral contributions in excess of any limit on such contributions under the plan. For 2013, the maximum catch-up contribution is \$5,500. For years after 2013 the maximum is subject to change each year for cost of living changes.

Social Security tax is based on your income before you defer. That means your Social Security benefits stay the same no matter how much you defer.

Federal law limits the amount you can defer under all plans. You can find information about the limits at the end of Part 2.

Matching Contributions

Our matching contributions give you an additional return on the amount you defer. We may make a matching contribution equal to a percentage of your 403(b) elective deferral contributions. If we make one, we choose the percentage. 403(b) elective deferrals up to a percentage of your pay we choose are matched. 403(b) elective deferrals over the percentage we choose are not matched.

Matching contributions are calculated based on your pay and 403(b) elective deferrals for the payroll period. Matching contributions are made for all persons who were active participants at any time during that payroll period.

Any percentage chosen will apply for the entire plan year (see Part 7).

Qualified Nonelective Contributions

We may make a qualified nonelective contribution each plan year (see Part 7). If we make one, we will choose the amount of the contribution.

We divide this contribution among participants eligible for a share on December 31. You are eligible if you were an active participant at any time during the plan year (see Part 7).

To figure your share, we multiply our qualified nonelective contribution by this fraction:

- (a) your annual pay divided by
- (b) the total annual pay of all participants getting a share.

You are not eligible if you are a highly paid employee.

Makeup Contributions

You can make up missed 403(b) elective deferral contributions when you return to work for us after a period of qualified military service as required by law. If you make up such 403(b) elective deferral contributions, we will make any matching contributions that apply.

Helpful Terms

Annual pay means your pay for the year ending on the latest December 31.

Pay means your total pay including your elective contributions to any of our plans. For purposes of all contributions, pay excludes any expense repayments or other allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits.

Elective contributions are salary reduction amounts contributed by an employer at an employee's election to a 401(k) plan, simplified employee pension, cafeteria plan, qualified transportation fringe benefit plan, or tax sheltered annuity. Elective contributions also include amounts deferred under a 457 plan or employee contributions "picked up" by a governmental employer and treated as employer contributions.

Pay includes differential wage payments (amounts we pay to you while you are on military duty that are in addition to your military pay).

Pay for figuring your share and the amount of

- 403(b) elective deferral contributions
- matching contributions

excludes any

- bonuses

Limits

403(b) Elective Deferral Limits

The law limits the amount you may defer in any tax year. For 2013, the limit under all plans of our type is \$17,500. For years after 2013 the limit is subject to change each year for cost of living changes. If you are also a participant in a plan of an unrelated employer, this limit applies to the amount you defer under both plans. The combined limit for unrelated plans is increased if you will be at least age 50 by the end of the year. For 2013, the increase will be \$5,500 for a combined limit of \$23,000. For years after 2013, the increase is subject to change each year for cost of living changes. If you are over the limit, you should request one or both plans to pay any excess to you. Only amounts over the limit may be paid to you, but you may choose whether it is paid from one or both plans. If you don't have the excess paid to you, it is taxable to you, but stays in the plans to be taxed again later when you receive it. Under our plan, you must tell the plan administrator by March 1 of the following year if you want any excess paid to you. If excess 403(b) elective deferral contributions are paid to you, any matching contributions made because of those 403(b) elective deferral contributions will be forfeited.

If you are a highly paid employee, the law may limit our matching contributions. The vested portion of matching contributions over the limit will be paid to you. The nonvested portion of matching contributions over the limit will be forfeited. The amount paid to you will include any earnings.

Matching contributions which are forfeited because of these limits reduce our future contributions.

Pay Limits

The law limits the amount of pay that may be used to determine contributions each year. The 2013 limit is \$255,000. This limit is subject to change each year for cost of living changes.

415 Limits

The law also limits the amount of contributions that can be made for or by you to the plan in a year to the lesser of 100% of pay or a dollar limit. The dollar amount for years beginning after December 31, 2012 is \$51,000. This amount is subject to change each year for cost of living changes.

Ask the plan administrator if you want to know more about these limits.

PART 3 YOUR ACCOUNT: VESTING AND GENERAL INFORMATION

Your Account

Your contributions and the contributions we make for you are credited to your account. Your account equals the current value of these contributions.

Investing Your Account

Contributions made to your account are invested to provide benefits under the plan. We decide which investment options are available for your account.

Many investment options have charges and restrictions that apply when you remove money or transfer funds. The dollar amount that can be removed or transferred may be restricted along with the dates on which such transactions can be made. The plan administrator can tell you more about these charges and restrictions and when they will apply.

You decide how to use the investment options for your contributions and our contributions for you.

From time to time we may add, remove, or change the investment options available to you. If this happens, you will be notified of the changes and the investment options available to you at that time. You must then tell us how you want your account invested based on the available investment options. If you do not provide us with your choices, or if you do not provide them in the timeframe required, we will invest the applicable portion of your account according to the investment documents related to the plan.

The plan administrator will tell you more about the investment options.

Vesting in Your Account

The part of your account to which you always have a right is called your vested account.

You are always 100% vested in the part of your account resulting from the following:

- 403(b) elective deferral contributions
- qualified nonelective contributions
- rollover contributions (see Part 6)

You have a right to a percentage of your account from all other contributions. This is your vesting percentage.

Your vesting percentage will be 100% if you are working for us:

- On or after the date you reach normal retirement age (see Part 4).
- On the date you become totally disabled, as defined in the plan.
- On the date you die.

Before that date, the schedule below determines your vesting percentage:

Years of Vesting Service	Vesting Percentage
Less than 1	0
1	20
2	40
3	60
4	80
5 or more	100

Vesting service means the sum of your periods of service. A period of service begins when you start working for us. It ends on the earlier of the date you stop working (you quit or are discharged) or the date you are absent from work one year. Any period of time of less than one year when either you are not working for us, or you are absent from work because of vacation or some other reason, will count as a period of service.

Before Your Vesting Percentage Is 100%

If you have a forfeiture date, you forfeit (lose the right to) any part of your account that is not vested. You do not forfeit anything if the vesting percentage for all contributions to your account is 100%. You have a forfeiture date on the last day of five consecutive one-year breaks in service.

If you stop working for us before your vesting percentage is 100% and then die, your vesting percentage does not change and the part of your account that is not vested becomes a forfeiture.

If you stop working for us when your vesting percentage is less than 100% and you are paid your vested account from our matching contributions, the part of your account that is not vested is forfeited. If your vesting percentage is zero and you are paid your vested account from other contributions, you will forfeit your account from these contributions. If your vesting percentage is zero and your vested account from other contributions is zero, your account from these contributions will be forfeited.

You may restore your forfeited account by repaying your vested account (excluding the portion resulting from rollover contributions) if you come back to work as an eligible employee (see Part 1). The repayment must be made before the earlier of:

- The date five years after the date you come back to work as an eligible employee.
- The end of the first period of five consecutive one-year breaks in service beginning after you receive the payment.

Your forfeited account will not be restored if a forfeiture date occurs before the date repayment is made. If there is no amount to repay because your vesting percentage for all our contributions was zero and any amount paid to you was only the value of your rollover contributions, your forfeited account will be restored if you come back to work as an eligible employee before a forfeiture date.

Break in service means a period of service ends and you do not work another hour for us within one year.

Federal law delays a break in service for your pregnancy, birth of your child, placement of a child with you by reason of your adoption of such child, or your caring for such child following such birth or placement.

What Happens to Forfeitures

An amount you lose the right to is called a forfeiture. Forfeitures may first be used to pay plan expenses. Any forfeitures left after paying plan expenses are used to offset our next contributions.

You Can Borrow From Your Account

Loans are available under the plan. As rules issued by the Department of Labor emphasize, however, the plan's primary purpose is to provide retirement income for you. These rules help make sure your money is available when you retire.

You must be a party-in-interest who is a participant or beneficiary to receive a loan. The Employee Retirement Income Security Act of 1974 (ERISA) defines a party-in-interest. Most people cease to be a party-in-interest when they stop working for us. Loans are made on a reasonably equal basis under the plan's loan policy. That means the limits and rules in the following paragraphs apply in the same way to all such participants.

The loan will be limited to the amount you may borrow without the loan being treated as a taxable loan to you. Generally, the loan may not be more than 50% of your vested account, reduced by any outstanding loan balance, or \$50,000, reduced by any outstanding loan balance, if any during the one-year period ending on the day before your new loan is made, if less. The minimum loan is \$1,000. You may be granted three loans during any one-year period. Only two loans may be outstanding at a time. Your vested account will provide the security for the loan. You may not use your account as a security for a loan outside the plan.

A charge or restriction might apply for some investment options if you are granted a loan. Talk with the loan administrator before you request a loan.

The interest rate will be based on the rates available for similar loans from commercial lending institutions. The loan administrator periodically examines the rates such lenders are using. Once a loan is granted, the interest rate on that loan will not change.

When you are granted a loan, you will need to sign a "promissory note." A promissory note is your written promise to repay the loan. The note will contain information about your loan such as the amount loaned to you, the interest charged, and any processing fees or late charges. You must assign the security for the loan to the plan when the loan is granted.

As you repay the loan, the principal and interest are credited to your account. A loan to a participant does not affect the account of any other participant.

Payment due dates and the length of the repayment period will be set out in the promissory note. Payments will be due at least quarterly. The repayment period won't be longer than five years. Payroll deduction will be used to repay the loan if available. You may repay the loan before it is due. A processing fee may be charged as set out in the promissory note for payments which are not made by payroll deduction.

If any amount remains unpaid for more than 90 days after due the loan will be in default. Upon default the entire principal balance and interest will become immediately due and payable. The amount of the outstanding loan will be treated as a distribution and will be taxable to you. To recover the amount due, the plan may use any part of your vested account available for distribution to you.

Processing fees, late charges or extra costs incurred by the plan if you default on a loan will be charged to your account.

However, no default will occur if payments are not made while you are actively serving in the military or for a period up to one year during an approved unpaid leave of absence, other than military leave. The plan administrator has established guidelines for making up these past payments after you return to work following such period of active military service or approved unpaid leave of absence.

Sixty days after you stop working for us and cease to be a party-in-interest, the balance of any outstanding loan is due.

The balance of any outstanding loan is due 60 days after the plan terminates.

You may request a loan by calling the Principal Financial Group® at 1-800-547-7754 and using the interactive voice response system, logging on to www.principal.com (if available), or contacting the loan administrator for instructions.

PART 4 WHEN THE PLAN PAYS BENEFITS

Your vested account will be used to provide benefits. If you stop working for us or we are no longer eligible to sponsor a 403(b) plan because of a change in our corporate status and your vested account is \$5,000 or less, your benefits will be paid to you at that time. See Part 5 for how the plan pays benefits.

At Retirement

Benefits will start on your normal retirement date if you are not working for us, you have a vested account under the plan, and you have elected the form of benefit to be paid to you. You may choose to have benefits paid on this date even if you are still working for us. Benefits won't begin before you are 62 unless you agree to have them start.

If you continue working for us after your normal retirement date, your benefits will start on your late retirement date, unless you elect otherwise.

Normal retirement date means the date you reach age 59 1/2.

Late retirement date means, if you continue working for us after your normal retirement date, any day on or after the date you stop working. You may choose to have your benefits start on any day after your normal retirement date and before you stop working. If you do, that date becomes your late retirement date. Benefits won't begin before age 62 unless you agree to have them start.

It's possible to have your benefits begin after your late retirement date. If you think you would like to delay your benefits, talk to the plan administrator before your late retirement date.

Required Beginning Date

Under the law you must begin receiving benefits by your required beginning date. Your required beginning date is the April 1 following the later of the calendar year in which you reach age 70 1/2 or stop working for us. However, if records are kept that allow us to identify your account balance as of December 31, 1986, that amount, without regard to any income or loss, shall not have a required beginning date before the end of the calendar year in which you reach age 75.

Withdrawals From Your Account

Your request for withdrawal must be in writing on a form provided by the plan administrator. You must complete and return it before the date of withdrawal.

A charge or restriction might apply for some investment options if you make a withdrawal. Talk with the plan administrator before you complete the form.

You may withdraw all or any part of your vested account resulting from rollover contributions (see Part 6). You may make such a withdrawal at any time.

If you are age 59 1/2 or older, you may withdraw all or any part of your vested account resulting from:

- 403(b) elective deferral contributions
- Matching contributions
- Qualified nonelective contributions

You may make such a withdrawal at any time.

If you are a member of a reserve unit of the United States Armed Forces and were called to active duty after September 11, 2001 for a period of time that exceeds 179 days, you may withdraw all or any part of your elective deferral contributions during your period of active duty.

If you have a financial hardship, you may be able to withdraw all or any part of your vested account resulting from 403(b) elective deferral contributions (but none of the income earned on such contributions).

Financial hardship means hardship due to immediate and heavy financial need. Federal rules allow hardship withdrawals for these reasons:

- To pay medical expenses that would be tax deductible (without regard to whether the expenses exceed the stated limit on adjusted gross income), and that may also apply to your primary beneficiary.
- To purchase your primary home, stop your eviction from your primary home, or stop foreclosure on such home.
- To pay tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for you, your spouse, your children, your primary beneficiary, or your dependents (as defined in the plan).
- To pay funeral or burial expenses for your parents, your spouse, your children, your primary beneficiary, or dependents (as defined in the plan).
- To pay expenses to repair damage to your primary home that would be tax deductible (without regard to whether the expenses exceed 10% of adjusted gross income).

You may have a withdrawal for financial hardship only if you have received all other withdrawals or loans available to you under our plan(s). You may not withdraw more than the amount of your immediate and heavy financial need. The amount of the withdrawal may include the amount of taxes that will result from the withdrawal. After the withdrawal, you may not make 403(b) elective deferrals or other contributions to our plan(s) for six months.

At Termination

If you stop working for us or we are no longer eligible to sponsor a 403(b) plan because of a change in our corporate status before you are eligible to retire, you may choose to have all or any part of your vested account paid to you at any time.

You may leave your account under the plan if your vested account is more than \$5,000. It will continue to participate in the plan investments and provide benefits when you retire or die.

At Death

If you die before benefits start, your vested account will be paid to your spouse or beneficiary under one or more of the forms available under the plan (see Part 5). If you die after you start receiving benefits, death benefits will be paid according to the form you chose. Not all forms have death benefits.

Tax Considerations

Benefits you receive are normally subject to income taxes. You may be able to postpone or reduce the taxes that would otherwise be due. In addition, benefits you receive before age 59 1/2 may be subject to a 10% penalty tax.

Each person's tax situation differs. Your tax advisor can help you decide the best way for you to receive benefits.

PART 5 HOW THE PLAN PAYS BENEFITS

You make an important choice when you decide how to receive your benefit. One thing to consider is your tax situation.

If your vested account is more than \$5,000, you may choose to have your vested account paid under any of the optional forms available under the plan. The plan administrator or your tax advisor can help you make your choice. You may also call Principal Financial Group® at this toll-free number for answers to your benefit questions: 1-800-547-7754.

The amount of the payments will depend on the amount of your vested account and the optional form chosen.

At Termination or Retirement

If your vested account is \$5,000 or less, your vested account will be paid to you in a single sum. Federal law requires the plan to automatically roll your vested account to an IRA in a direct rollover (see Part 6) if:

- your vested account is more than \$1,000
- you have not reached age 62
- you do not elect to have your vested account paid to you in a single sum or rolled to another retirement plan or an IRA of your choice in a direct rollover

For more information regarding the designated IRA for automatic rollovers see Part 7. For questions regarding the automatic rollover rules, contact the plan administrator or call Principal Financial Group at this toll-free number: 1-800-547-7754.

If your vested account is more than \$5,000, you may choose from the forms of benefit described in Forms to Choose below. You may change or cancel your choice at any time before benefits start.

If you don't choose a form, your vested account will be paid to you in a single sum.

Death Benefits Before Benefits Begin

You may name a beneficiary at any time. You need your spouse's written consent to choose someone other than your spouse as your beneficiary. If you marry after naming a beneficiary who is not the person you marry, the beneficiary you had named will no longer be your beneficiary unless your current spouse's written consent is obtained. See A Spouse's Rights below. You may change your beneficiary at any time.

If your vested account is \$5,000 or less, your vested account will be paid to your beneficiary in a single sum.

If your vested account is more than \$5,000, you may choose an optional form of death benefit for a beneficiary. If you don't choose, that beneficiary may choose an optional form. Generally, a beneficiary can elect a single sum or any income payment that is available to you at retirement. Any choice of the form of payment by your beneficiary must be made before benefits begin.

If an optional form of death benefit is not chosen, your vested account will be paid to your beneficiary in a single sum.

Because of Federal rules regarding when death benefits must begin and how death benefits can be paid, your beneficiary should contact the plan administrator to determine what options are available and when elections must be made.

Forms to Choose

The plan offers the following optional forms of benefit:

- A single sum payment.
- A series of substantially equal annual payments over a fixed period of whole years. You can choose to receive the payment on an annual, semi-annual, quarterly, or monthly basis. You may also request extra payments. Your payments in the calendar year in which you reach age 70 1/2 and later calendar years will be increased to the extent necessary to satisfy the minimum payment required by law.
- A specified dollar amount each year. You can choose the amount and can choose to receive the payment on an annual, semi-annual, quarterly, or monthly basis. You may also request extra payments. Your payments in the calendar year in which you reach age 70 1/2 and later calendar years will be increased to the extent necessary to satisfy the minimum payment required by law.

A charge or restriction might apply for some investment options if you take all or any part of your account in a single sum. Talk with the plan administrator before making this choice.

A Spouse's Rights

You will need your spouse's written consent to change the beneficiary you name for death benefits that are payable if you die before your benefit payments start.

Your spouse may also consent to let you make future changes without his or her consent. If not, you will need a new consent to make a new choice. You do not need your spouse's consent to cancel a choice.

Your spouse may revoke consent at any time before your death. A spouse's consent is not valid for a former or a future spouse of yours.

PART 6 IMPORTANT INFORMATION FOR YOU

Your Rights

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

- **Receive Information About The Plan and Benefits**

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, if applicable, collective bargaining agreements that include provisions to establish, operate, or govern the plan, 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 all documents governing the plan, including insurance contracts and, if applicable, collective bargaining agreements that include provisions to establish, operate, or govern the plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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 of your account values and what part of these values would be yours if you stop working under the plan now. If you do not have a right to these values, the statement will tell you how many more years you have to work to get a right to all or a part of these values. This statement will be provided to you in writing at least once each calendar year quarter. The plan 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 employee benefit plan. The people who operate the 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 (if applicable), 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 pension 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 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, 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 the 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, 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

Qualified Domestic Relations Order (QDRO)

A domestic relations order is a judgment, decree, or order that provides child support, alimony payments, or marital property rights. A domestic relations order may give all or part of your plan benefits to an alternate payee if it is determined to be a qualified domestic relations order (QDRO). An alternate payee is your spouse, former spouse, child or dependent. In order to be a QDRO, the domestic relations order must include certain information and meet certain other requirements.

The plan administrator is required to set up detailed procedures for determining if a domestic relations order is a QDRO. You and the alternate payee may get a copy of these procedures, without charge, from the plan administrator.

The Plan Administrator

The plan administrator has the full power to decide what the plan provisions mean; to answer all questions about the plan, including those about eligibility and benefits; and to supervise the administration of the plan. The plan administrator's decisions are final.

Processing Distributions and Other Transactions

Distributions, investment directions, trades, and similar transactions will be completed as soon as administratively possible once the information needed to complete such transaction has been received from you or whoever is providing the information. The time it takes to complete a transaction is not guaranteed by the plan, plan administrator, custodian, insurer, or us.

We, the plan administrator, or the custodian reserve the right not to value an investment option on any given valuation date for any reason deemed appropriate by us, the plan administrator, or the custodian.

Factors such as failure of systems or computer programs, failure of transmission of data, forces that can't be controlled or anticipated, failure of a service provider to timely receive values or prices, and corrections of errors will be used to determine how soon it is possible to complete a transaction. While it is anticipated that most transactions will be completed in a short period of time, in no event

will the time needed to process a transaction be deemed to be less than 14 days. The processing date of a transaction will be binding for all purposes under the plan and considered the applicable valuation date for any transaction.

Direct Rollovers

Certain benefits that are payable to you may be paid directly to another retirement plan, an IRA, or an in-plan Roth rollover account. The plan administrator will give you more specific information about this option when it applies.

Rollovers From Other Plans

Under certain circumstances, you may roll over an amount from another plan to this plan. The amount comes from contributions made because of your past participation in that other plan. This is a rollover contribution and it becomes a part of your vested account.

A direct rollover (a distribution paid directly to the plan) may come from:

- qualified plans (including after-tax employee contributions and excluding any portion of a designated Roth account)
- tax sheltered annuity plans (including after-tax employee contributions and excluding any portion of a designated Roth account)
- governmental 457 plans
- traditional IRAs if the amounts would be included in gross income

A participant rollover (a distribution first paid to you) may come from:

- qualified plans (excluding any portion of a designated Roth account)
- tax sheltered annuity plans (excluding any portion of a designated Roth account)
- governmental 457 plans
- traditional IRAs if the amounts would be included in gross income

Rollover contributions must meet Federal rules so ask the plan administrator if you are interested in knowing more about them. You decide how to use the investment options for your rollover contributions.

Plan-to-Plan Transfers and Contract Exchanges

Under certain circumstances, you may directly transfer your vested account from another Code Section 403(b) tax deferred annuity plan to this plan. This transfer becomes a part of your vested account under this plan.

In addition, if more than one custodial account or annuity contract can be used for investment purposes under the plan, you or your beneficiary may change the investment of your account among any of the custodial accounts or annuity contracts allowed.

Assigning Your Benefits

Benefits under the plan cannot be assigned, transferred, or pledged to someone else. The plan does make the following exceptions:

- Qualified domestic relations orders such as alimony payments or marital property rights to a spouse or former spouse

- Any offset to your benefit per a judgment, order, decree, or settlement agreement because of a conviction of a crime against the plan or a violation of ERISA.

The plan administrator will tell you if either of these exceptions applies to you.

Your Social Security Benefits

Your benefits from this plan are in addition to your benefits from Social Security. You should make your application for Social Security (and Medicare) benefits three months before you wish Social Security payments to begin.

Claiming Benefits Under the Plan

Apply for benefits to the plan administrator. You'll need to complete all necessary forms and supply needed information, such as the address where you will get your checks.

Your claim will be reviewed and a decision made within 90 days. In some cases the decision may be delayed for an additional 90 days. If so, you will be notified in writing before the end of the initial 90-day period. The notice will include the reason for the delay and the date when the decision is expected to be made.

If you make a claim and all or part of it is refused, you'll be notified in writing. You'll be told:

- the specific reason or reasons why your claim was refused,
- references to specific provisions of the plan governing the decision,
- what additional information is needed, if any, and why it is needed, and
- what steps you should take to have your claim reviewed, including time limits on requesting a review, and that you have a right to sue if upon review your claim is refused.

You have 60 days after you receive written notice your claim is refused to make a written appeal to the plan administrator. If you appeal, you may also submit written comments, documents, records, and other information relating to the claim. You may request free of charge, access to, and copies of, all documents, records, and other information on which the determination was based. The plan administrator will review the claim taking into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

A decision will be made on your appeal within 60 days. In some cases the decision may be delayed for an additional 60 days. If so, you will be notified in writing before the end of the initial 60-day period. The notice will include the reason for the delay and the date when the decision will be made.

If you make an appeal and all or part of your claim is refused, you'll be notified in writing. You'll be told:

- the specific reason or reasons why your claim was refused,
- references to specific provisions of the plan governing the decision,
- you may request and receive free copies of all documents, records, and other information on which the determination was based, and

- you have a right to sue.

You may authorize a representative to act on your behalf with respect to a benefit claim or an appeal. You will have to complete the necessary forms to designate an authorized representative to act on your behalf. In that case, all information and notices will be given to the representative unless you direct otherwise.

The plan administrator will perform periodic examinations, reviews, or audits of benefit claims to determine whether determinations have been made in accordance with plan documents and plan provisions have been consistently applied.

In the case of a claim for disability benefits, the above provisions will be modified as follows:

Your disability claim will be reviewed and a decision made within 45 days. In some cases the decision may be delayed for an additional 30 days if the plan administrator is unable to make a determination due to matters beyond its control. If so, you will be notified in writing before the end of the initial 45-day period. The notice will include the reason for the delay and the date when the decision is expected to be made. In some cases the decision may be delayed for an additional 30 days if the plan administrator is unable to make a determination due to matters beyond its control. If so, you will be notified in writing before the end of the first 30-day period. The notice will include the reason for the delay and the date when the decision is expected to be made. In the event of any delay, the notice of the delay will explain the standards on which entitlement to the disability benefit is based, the unresolved issues that prevent a decision on the disability claim, and the additional information needed to resolve those issues. If a decision is delayed, you will be given at least 45 days to provide any additional information.

In the event the delay is due to your failure to submit needed information, the 30 days will begin when you respond to the request for additional information.

If you make a disability claim and all or part of it is refused, you'll be notified in writing. You'll be told:

- the specific reason or reasons why your disability claim was refused,
- references to specific provisions of the plan governing the decision,
- what additional information is needed, if any, and why it is needed,
- what steps you should take to have your disability claim reviewed, including time limits on requesting a review, and that you have a right to sue if upon review your disability claim is refused,
- the internal rule, guideline, protocol, or other similar criterion, if any, used to make the determination (or state that it was used and a copy will be provided free of charge upon request), and
- an explanation of any scientific or clinical judgment for the determination if benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit (or state that the determination was based on such an exclusion or limit and the explanation will be provided free of charge).

You have 180 days after you receive written notice your disability claim is refused to make a written appeal to the plan administrator. If you appeal, you may also submit written comments, documents, records, and other information relating to the disability claim. You may request free of charge, access to, and copies of, all documents, records, and other information on which the determination was based. The plan administrator will review the disability claim taking into account all comments,

documents, records, and other information submitted by you relating to the disability claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The review will not afford deference to the initial adverse benefit determination and will be conducted by an appropriate named fiduciary who is neither the individual who made the adverse benefit determination that is being appealed, nor the subordinate of such individual. If the adverse benefit determination 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. Such health care professional will be an individual who is neither the individual who was consulted in connection with the adverse benefit determination that is being appealed, nor the subordinate of such individual. You will be provided with the identity of medical or vocational experts whose advice was obtained on behalf of the plan in connection with the adverse benefit determination, without regard to whether the advice was relied on.

A decision will be made on your appeal within 45 days. In some cases the decision may be delayed for an additional 45 days. If so, you will be notified in writing before the end of the initial 45-day period. The notice will include the reason for the delay and the date when the decision will be made.

In the event the delay is due to your failure to submit needed information, the 45 days will begin when you respond to the request for additional information.

If you make an appeal and all or part of your disability claim is refused, you'll be notified in writing. You'll be told:

- the specific reason or reasons why your disability claim was refused,
- references to specific provisions of the plan governing the decision,
- you may request and receive free copies of all documents, records, and other information on which the determination was based,
- you have a right to sue,
- the internal rule, guideline, protocol, or other similar criterion, if any, used to make the determination (or state that it was used and a copy will be provided free of charge upon request), and
- an explanation of any scientific or clinical judgment for the determination if benefit determination is based on medical necessity or experimental treatment or similar exclusion or limit (or state that the determination was based on such an exclusion or limit and the explanation will be provided free of charge).

Your notice will also include the following statement: "You and the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Plan Expenses

The Employee Retirement Income Security Act of 1974 (ERISA) allows certain expenses directly related to operating our plan to be paid from your account. Also, specific fees may be charged directly to your account in response to transactions that you request under the plan. Plan expenses could include any of the following:

- Investment management fees and other expenses that apply to specific investments in which your account and the accounts of other plan participants are invested are expenses related to the operation of our plan and are adjustments to the investment rate that is credited to that specific investment.
- Plan expenses for the general administration and recordkeeping of the plan can be charged to your account and the accounts of all other plan participants. The expenses that can be paid from your account have to meet certain requirements and must be paid from all accounts in a fair manner. Your share of these plan expenses is deducted from your account and is shown on your benefit statement.
- Per-use fees:
 - Loan administration fees - fees associated with taking a loan from the plan.
 - Withdrawal processing fees – fees associated with an in-service withdrawal (that may or may not apply to a hardship withdrawal).
 - Distribution processing fees – fees associated with taking a distribution from the plan.
 - QDRO qualification fees – fees charged to process a “qualified domestic relations order” if a portion of your account is assigned to an alternate payee. Typically, this is an assignment to a former spouse in the context of a divorce.

You may contact the plan administrator for more information on plan expenses

Changing or Stopping the Plan

The plan can be changed at any time. We will notify you of any changes that affect your benefits.

Benefits you have earned as of the date the plan is changed may not be reduced except as required by law. If the plan is changed, the plan administrator can tell you which benefits and forms of payment are preserved for you.

An earlier version of the plan may continue to apply in certain situations. For example, participants who stop working for us have their eligibility for benefits determined under the version in effect when they stopped working.

The plan can be terminated (stopped). If the plan is terminated, your account will be 100% vested and nonforfeitable. Your account will be held under the plan and continue to be credited with investment earnings until it is used to provide benefits according to the terms of the plan.

Our Plan and the Pension Benefit Guaranty Corporation (PBGC)

Because our plan is a defined contribution plan, we keep individual accounts for all participants. The Employee Retirement Income Security Act of 1974 (ERISA) excludes plans like this one from insurance provided through the PBGC.

Military Service

You may be entitled to certain benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The benefits you are entitled to will be determined at the time you return to work for us based on your period of military service and whether or not you returned to work during the period of time in which you have reemployment rights.

You or your survivor may also be entitled to additional benefits under the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act). You may choose to have all or any part of your vested account resulting from 403(b) elective deferral contributions paid to you while you are on active military duty for more than thirty days. After you receive such contributions, you may not make 403(b) elective deferrals or other contributions to our plan(s) for six months.

If you die or become disabled during your period of military service and you would have been entitled to reemployment rights under USERRA, your account will be 100% vested.

PART 7 FACTS ABOUT THE PLAN

The terms of the plan do not guarantee your employment with us.

Plan Sponsor and Identification Number

Goodwill of Western Missouri & Eastern Kansas
1817 Campbell Street
Kansas City, MO 64108-1739

EIN: 04-3112528

The Helping Hand of Goodwill Industries
Extended Employment Sheltered Workshop
1817 Campbell Street
Kansas City, MO 64108-1739

Plan Name and Plan Number

Goodwill of Western Missouri & Eastern Kansas 403(b) Plan

PN: 003

Type of Plan

403(b) Tax Deferred Annuity Plan
ERISA 404(c) compliant

Plan Administrator

Goodwill of Western Missouri & Eastern Kansas
1817 Campbell Street
Kansas City, MO 64108-1739

Telephone: (816) 842-7425

Type of Administration

Employer

Loan Administrator

Accounting Administrative Assistant

Plan Year

January 1 through December 31

Designated IRA for Automatic Rollovers

The IRA designated for automatic rollovers is an interest-bearing savings account. Fees and expenses will be paid by you. For more information about the designated IRA and related fees, contact:

Stefany Williams
CFO
Goodwill of Western Missouri & Eastern Kansas
1817 Campbell Street
Kansas City, MO 64108-1739

Telephone: (816) 842-7425

Funding Medium(s)

The contributions and Plan assets are held under a custody agreement (see Custodian information below) for purposes of investment and providing benefits.

If any part of your account is invested with a vendor or vendors other than a member of the Principal Financial Group, those vendors are also Funding Mediums. See the plan administrator for a list of the other vendors.

Custodian

Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company
1013 Centre Road
Wilmington, DE 19805-1265

Agent for Legal Process of the Plan

CFO
Goodwill of Western Missouri & Eastern Kansas
1817 Campbell Street
Kansas City, MO 64108-1739

Service of legal process may also be made on the plan administrator.

Additional Information

For more information about the Principal Financial Group® or the plan, you may access The Principal website at www.principal.com or call our interactive voice response system at 1-800-547-7754.

The following are member companies of the Principal Financial Group:

- Principal Life Insurance Company
- Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company

No other vendors are member companies of the Principal Financial Group.