AMENDMENT NUMBER 01-01-2015 TO
QUABBIN, INC. 401(K) PLAN

SUMMARY PLAN DESCRIPTION
MATERIAL MODIFICATIONS

I
INTRODUCTION

This is a Summary of Material Modifications regarding the Quabbin, Inc. 401(k) Plan ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of January 1, 2015. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

II
SUMMARY OF CHANGES

1. **Automatic Deferrals**

The Plan includes an automatic deferral feature. Accordingly, the Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a pre-tax 401(k) deferral unless you make a contrary election.

- **Application to all Participants.** The automatic deferral provisions apply to all participants, regardless of any prior salary reduction agreement, unless and until they make a contrary election after the automatic deferral effective date.

Automatic deferral provisions. The following provisions apply as to automatic deferrals:

- The amount to be automatically withheld from your pay each payroll period will be equal to 5% of your compensation, and that amount will continue to be automatically withheld from your pay in succeeding Plan years unless the Employer amends the Plan or you enter a salary reduction agreement.

- You may complete a salary reduction agreement at any time to select an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan. If the Employer automatically enrolled you and you did not want to participate in the Plan, then the Employer can refund your deferrals to you within 90 days of the first payroll in which money was deferred provided you notify the Employer within a reasonable period of time prior to the end of the 90-day period.

- The amount to be automatically withheld from your pay each payroll period will be equal to 5% of your compensation, and that amount will continue to be automatically withheld from your pay in succeeding Plan Years unless the Employer amends the Plan or you enter a Salary Reduction Agreement.

Contact the Plan Administrator if you have any questions concerning the application of this automatic deferral provision.

2. **Compensation - Elective Deferrals**

Adjustments to Compensation - Elective Deferrals

The following adjustments to compensation will be made for purposes of elective deferrals:

- compensation paid while not a participant in this component of the Plan will be excluded.

3. **Compensation - Matching Contributions and Safe Harbor Matching Contributions**

Adjustments to Compensation - Matching Contributions and Safe Harbor Matching Contributions

The following adjustments to compensation will be made for purposes of matching contributions and safe harbor matching contributions:

- compensation paid while not a participant in this component of the Plan will be excluded.

4. **Eligibility Conditions - Safe Harbor Matching Contributions**

5. **Safe Harbor Contribution**

This Plan is referred to as a "safe harbor 401(k) plan." Before the beginning of each Plan Year, you will be provided with a comprehensive notice of your rights and obligations under the Plan. However, if you become eligible to participate in the Plan after the beginning of the Plan Year, then the notice will be provided to you on or before the date you are eligible. A safe harbor 401(k) plan is a plan design where the Employer commits to making certain contributions described below. This commitment to make contributions enables the Employer to simplify the administration of the Plan by ensuring that nondiscrimination regulations are met, which is why it is called a "safe harbor" plan.

Safe Harbor Matching Contribution. In order to maintain "safe harbor" status, the Employer will make a safe harbor matching contribution equal to 100% of your elective deferrals that do not exceed 5% of your compensation. This safe harbor matching contribution is 100% vested.

For purposes of calculating this safe harbor matching contribution, your compensation and deferrals will be computed for each payroll period.

6. **In-Service Distribution Limitations**

The following additional limitations apply to in-service distributions from certain accounts:

- Although you may receive an in-service distribution from accounts which are not 100% vested, the amount of the distribution may not exceed the vested amount in the distributing account.

Additional in-service distribution limitation provisions:

A $1,000 minimum Distribution amount applies to Hardship Distributions.

7. **Hardship Distributions**

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (deductible under Section 213(d) of the Internal Revenue Code but without regard to the 7.5% AGI limit) for you, your spouse or your dependents. This also includes medical expenses for the death beneficiary of your Plan account.

- Costs directly related to the purchase of your principal residence (excluding mortgage payments).

- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children or your dependents. This also includes such education expenses for the death beneficiary of your Plan account.

- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.

- Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents. This also includes burial or funeral expenses for the death beneficiary of your Plan account.

- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165).

The ability to obtain a hardship distribution for certain expenses of your beneficiary is effective August 17, 2006. For this purpose, your beneficiary is the person you designate under the Plan (or the Plan otherwise designates in the absence of your designation) to receive your death benefit and who is not necessarily your spouse or dependent.

Conditions. If you have any of the allowable expenses (see "Qualifying expenses" above or under Hardship distributions in the SPD), a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

(a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

(b) You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans that the Employer maintains; and

(c) That you will not make any elective deferrals for at least six (6) months after your receipt of the hardship distribution.

Account restrictions. You may request a hardship distribution only from the vested portion of the following accounts:

- pre-tax 401(k) deferral accounts

- Roth 401(k) deferral accounts

- account(s) attributable to Employer matching contributions, except any safe harbor matching contributions

Elective Deferral account restrictions. In addition, there are restrictions placed on hardship distributions which are made from your elective deferral accounts. Generally, the earnings on your elective deferrals may not be distributed to you on account of a hardship as the amount of any hardship distribution from your deferral account is limited to the amount of your prior deferrals, less any deferrals previously distributed. Ask the Plan Administrator if you need further details.