

2520032900801

ERISA MEMORANDUM STATEMENT

Date: February 1, 1992

To: Office of Pension & Welfare Programs  
Labor Management - Services Administration  
U.S. Department of Labor  
Washington, D.C. 20216

From: Life Skills Centers, Inc.  
7 N. Gratiot, Suite 105  
Mt. Clemens, MI 48043  
Employer I.D.# 38-2480541

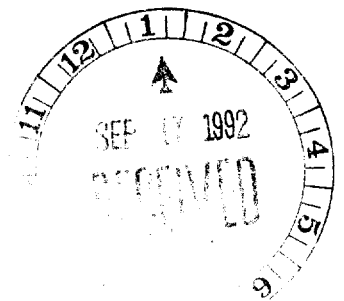
This statement is with respect to Non-qualified  
Deferred Compensation Plans established under  
Section 457 of the Internal Revenue Code.

Employer has established and will maintain one  
Non-qualified 457 Deferred Compensation Plan for a  
select group of management and highly compensated  
employees. The company is operating as a 501(c)  
not-for-profit group.

Upon request the undersigned will provide copies  
of documentation regarding the plan to the Labor  
Department.

The number of participants in the plan is one (1).

Plan Administrator: Life Skills Centers, Inc.  
Employer: Life Skills Centers, Inc.



# ADOPTION AGREEMENT FOR CHUBB LIFEAMERICA 457 DEFERRED COMPENSATION PLAN

The undersigned Plan Sponsor adopts the Chubb LifeAmerica 457 Deferred Compensation Plan for those employees who qualify as Participants, to be known as the

A1 LIFE SKILLS CENTERS, INC. 457 DEFERRED  
(Enter Plan Name)  
COMPENSATION PLAN.

This Plan shall be effective as of the date specified below. The Sponsor hereby selects the following plan specifications:

### EMPLOYER INFORMATION

B1 Name of Employer a. LIFE SKILLS CENTERS, INC.  
 b. \_\_\_\_\_

B2 Address: a. 7 N. GRATIOT SUITE 105  
(Street address, not P.O. Box)

b. MT. CLEMENS c. MI d. 48043  
(City) (State) (Zip)

Telephone e. 465-1820 (313)

B3 Federal Tax I.D. No.: 38-2480541

B4 Type of Entity: (Select one)

- a. State Governmental Unit
- b. Political Subdivision of a State
- c. Agency or Instrumentality of a State or Political Subdivision of a State
- d. Tax-Exempt Organization operating as a:
  - 1. Corporation
  - 2. Association
  - 3. Trust

B5 Name(s) of Plan Investment Committee: (Sponsor is Committee if none named)

a. KENT KUKUK

b. WILLIAM CHARBONNEAU

c. \_\_\_\_\_

B6 Plan Investment Committee Address: a.  Use Sponsor's Address

b. \_\_\_\_\_  
(Street)

c. \_\_\_\_\_ d. \_\_\_\_\_ e. \_\_\_\_\_  
(City) (State) (Zip)

B7 Location of Sponsor's Principal Office:  a. State of MICHIGAN OR  
 b. Commonwealth of \_\_\_\_\_ and this Plan shall be governed under the laws of same.

B8 Sponsor's Fiscal Year is the twelve month period commencing on a. 10 - 1 and  
 ending on b. 9 - 31  
month day month day

c. If short year, date began \_\_\_\_\_



**PLAN INFORMATION**

This Adoption Agreement of the Chubb LifeAmerica 457 Deferred Compensation Plan shall:

- C1  a. establish a new Plan effective as of b. 2-1-92, the "Effective Date".
- c. constitute an amendment and restatement in its entirety of a previously established Deferred Compensation Plan of the Sponsor which was effective d. \_\_\_\_\_ . The effective date of this amendment and restatement is e. \_\_\_\_\_, the "Effective Date".

**C2 Plan Year:**

- a. Same as fiscal year
- b. Year beginning 1-1 and ending 12-31  
(Month and Day) (Month and Day)
- c. Short first Plan year, from \_\_\_\_\_ through \_\_\_\_\_  
(Month and Day) (Month and Day)

C3 Anniversary Date of Plan: 2-1-92  
(Date Allocations Made)

C4 Plan No. (circle one) (001) 002 003 004 005 006

C5 Name of Plan Administrator: (Plan provides for the Sponsor to appoint an Administrator. If none is named, the Sponsor becomes the Administrator.)

- a. Sponsor, using Sponsor's address
- OR
- b. Other \_\_\_\_\_  
(Name)

AND, if Other selected

- 1. Use Sponsor's address
- 2. Use address below ...

- a. \_\_\_\_\_  
(Street - Physical, not P.O. Box)
- b. \_\_\_\_\_  
(City) (State) (Zip)
- c. (Telephone) ( ) \_\_\_\_\_

**ELIGIBILITY, VESTING AND RETIREMENT AGE**

D1 **ELIGIBLE EMPLOYEES** means:

- a. All Employees who satisfy the eligibility requirements.
- b. All Employees who have satisfied the eligibility requirements except those checked below:
  - 1. Employees paid on an hourly basis
  - 2. Employees paid on a salaried only basis
  - 3. Employees whose employment is governed by a collective bargaining agreement between an Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer.
  - 4. Key Employees as defined in Internal Revenue Code Section 414.
  - 5. Non-Key Employees (any employee who is not a Key Employee is a Non-Key Employee)
  - 6. Participants in the following plan maintained by an Employer;  
\_\_\_\_\_  
(Name of Plan)
  - 7. Other(define) \_\_\_\_\_
- c. Independent Contractors who perform services for the Sponsor or a Participating Employer  
 will or  will not be eligible to participate in this plan.

**D2 EMPLOYEES OF AFFILIATED EMPLOYERS**

- a. employees of Affiliated Employers will not be considered employees of the Sponsor for purposes of plan coverage and benefits.
- b. employees of Affiliated Employers will be considered employees of the Sponsor for purposes of plan coverage and benefits.\*\*

**\*\* NOTE: If D2b is selected, each Affiliated Employer should execute this Adoption agreement as a Participating Employer.**

**D3 HOURS OF SERVICE** will be determined on the basis of the method selected below. Only one method may be selected. The method selected will be applied to all employees covered under the Plan.

- a. On the basis of the actual hours for which an Employee is paid or entitled to payment.
- b. On the basis of days worked. An Employee will be credited with ten (10) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the day.

**D4 CONDITIONS OF ELIGIBILITY** These may be as long or as short as the Plan Sponsor desires, a 457 Plan is not subject to the rules applicable to "qualified plans".

**Note:** If the Year(s) of Service selected is or includes a fractional year, an Employee may also be required to complete a specified number of Hours of Service to receive credit for such fractional year.

**FOR NEW PLANS**

Any Employee who ... (applies where eligibility requirement is the same for current and future years)

- a. is employed during the Plan Year. (No waiting period or minimum age)
- b. has completed 3 Year(s) of Service. (No minimum age. Use fraction such as 6/12 for less than one (1) year.)
- c. has reached their \_\_\_\_\_ birthday. (No service requirement.)
- d. has completed \_\_\_\_\_ Year(s) of Service (use fraction for less than one (1) Year) and has reached their e. \_\_\_\_\_ birthday.

Any Employee who was employed during the first Plan Year. Thereafter, any Employee who has ... (applies when everyone on the payroll is to be covered the first plan year, with a different eligibility requirement for later years).

- f. completed \_\_\_\_\_ Year(s) of Service. (No minimum age, use a fraction for less than 1 year.)
- g. reached their \_\_\_\_\_ birthday. (No service requirement.)
- h. completed \_\_\_\_\_ Year(s) of Service (use fraction for less than one (1) year) and has reached their i. \_\_\_\_\_ birthday.

**FOR AMENDED PLANS**

Any Employee who was a Participant in the Plan prior to the Effective Date of this Amendment. Thereafter, any Employee who has ...

- j. completed \_\_\_\_\_ Year(s) of Service. (No minimum age, use a fraction for less than 1 year.)
- k. reached their \_\_\_\_\_ birthday. (No service requirement.)
- l. completed \_\_\_\_\_ Year(s) of Service (use fraction for less than one (1) year) and has reached their m. \_\_\_\_\_ birthday.

**D5 EFFECTIVE DATE OF PARTICIPATION** An Eligible Employee shall become a Participant as of:

- a. the first day of the Plan Year in which they met the requirements.
- b. the first day of the Plan Year in which they met the requirements, if they met the requirements in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if they met the requirements in the last 6 months of the Plan Year.
- c. the earlier of the first day of the seventh month or the first day of the Plan Year next following the date on which they met the requirements.
- d. the first day of the Plan Year next following the date on which they met the requirements.
- e. the first day of the month coinciding with or next following the date on which they met the requirements.

**D6 VESTING OF PARTICIPANT'S INTEREST**

**NOTE:** 457 Plans are generally funded entirely by participant deferrals. Therefore, vesting will be 100% upon entering the Plan unless a different schedule is selected below.

Instead of 100% immediate vesting, the schedule, based on completed Years of Service, shall be:

<input type="checkbox"/> a.	Years of Service	Percentage	<input type="checkbox"/> c.	Years of Service	Percentage
	0-3 years	0%		0-3 years	0%
	3 years	100%		3 years	20%
				4 years	40%
<input checked="" type="checkbox"/> b.	Years of Service	Percentage		5 years	60%
	0-5 years	0%		6 years	80%
	5 years	100%		7 years	100%
<input type="checkbox"/> d.	Years of Service	Percentage			
	_____	_____ %			
	_____	_____ %			
	_____	_____ %			
	_____	_____ %			
	_____	_____ %			
	_____	_____ %			
	_____	_____ %			

**D7 VESTING** ...In determining Years of Service for vesting purposes, Years of Service attributable to the following shall be EXCLUDED:

- a. Service prior to the Effective Date of the Plan or a predecessor plan.
- b. N/A
- c. Service prior to the time an Employee attained age 18.
- d. N/A

**D8 PLAN SHALL RECOGNIZE SERVICE WITH A PREDECESSOR EMPLOYER**

- a. No
- b. Yes, Years of Service with \_\_\_\_\_ shall be recognized for purposes of this plan. (Name of prior Employer)

AND only ... (select either or both)

- 1. for period of employment.
- 2. for period prior Employer had a Plan.

**D9 NORMAL RETIREMENT AGE ("NRA") means:**

- a. The date a Participant attains their 55 Birthday.
- b. The later of the date a Participant attains their \_\_\_\_\_ birthday or the c. \_\_\_\_\_ anniversary of the first day of the Plan Year in which their Participation in this Plan commenced.
- d. The date a Participant is eligible for Normal Retirement Benefits under the Sponsor's qualified retirement program, known as the \_\_\_\_\_ (Name of qualified plan to be used for reference.)

- D10 NORMAL RETIREMENT DATE ("NRD") shall commence on the (must select either a. or b. AND c. or d.)
- a. First day of the month OR
  - b. Anniversary Date
- which is:
- c. On or next following the Participant's "NRA".
  - d. Nearest the Participant's "NRA".
- D11 EARLY RETIREMENT DATE means, prior to a Participant's Normal Retirement Date, the:
- a. No Early Retirement Provision
  - b. First day of the month OR c.  Anniversary Date coinciding with or next following the date on which a Participant has attained their d. \_\_\_\_\_ birthday and completed at least e. \_\_\_\_\_ year(s) of service.

**CONTRIBUTIONS AND ALLOCATIONS**

- E1 COMPENSATION with respect to any Participant means:
- a. W-2 Earnings paid for the taxable year ending with or within the Plan Year.
  - b. Total Compensation  c. actually paid; or  d. accrued or paid that is subject to tax under Section 3101(a) of the Internal Revenue Code, regardless of the dollar limit of Section 3121(a).

Regardless of the above, Compensation shall exclude:

- e. N/A No exclusions
- f. Overtime pay
- g. Commissions
- h. Bonuses
- i. Other - \_\_\_\_\_

(Specify type of compensation to exclude)

For purposes of Section E1, Compensation shall be based on:

- j. the Plan Year
- k. the Calendar Year ending with or within the Plan Year.  
(Must be selected if W-2 earnings are used.)
- l. the Fiscal Year ending with or within the Plan Year.

For an Employee's first year of Participation, Compensation shall be recognized as of:

- m. the first day of the year.
- n. the date the Participant entered the Plan.

In addition, Compensation  o. shall  p. shall not include compensation which is not currently includible in the Participant's gross income by reason of the application of Internal Revenue Code Sections 125, 402(a)(8), 402(h)(1)(B), 403(b), or 457.

**E2 SALARY REDUCTION ARRANGEMENT - ELECTIVE CONTRIBUTION**

Note: Compensation may not be deferred for any month unless an agreement providing for deferral is entered into before the first day of that month.

Each Employee may elect to have their Compensation reduced by:

("Catch up" provisions may allow Participants to exceed the percentages selected below.)

- a. the maximum percentage allowable under the limits of Internal Revenue Code Section 457.
- b. \_\_\_\_\_ %
- c. up to \_\_\_\_\_ %.
- d. from \_\_\_\_\_ % to e. \_\_\_\_\_ %

AND...

- f. A Participant may elect to begin salary reductions as of f. 1 - 1

(At least one day per plan year)

- g. A Participant may modify the amount of salary reductions as of g. \_\_\_\_\_

(At least one day per plan year)

**E3 FORMULA FOR DETERMINING EMPLOYER'S MATCHING CONTRIBUTIONS**

- a. N/A There shall be no Employer matching contributions.
- b. A matching contribution equal to \_\_\_\_\_% of the Employee's salary reduction contributions.
- c. A matching contribution equal to a discretionary percentage, as determined by the Employer, of each Employee's salary reductions.

**FOR PLANS WITH MATCHING CONTRIBUTIONS (b. or c. SELECTED ABOVE)...**

- d. Only salary reductions up to \_\_\_\_\_% of a Participant's Compensation will be matched.
- e. N/A
- f. Matching contributions on behalf of any Participant for a Plan Year will be limited to \$\_\_\_\_\_.
- g. N/A
- h. Matching contributions shall be subject to the vesting schedule specified in D6.
- i. Matching contributions shall always be fully vested.
- j. A Year of Service shall be required to share in matching contributions.
- k. A Year of Service shall not be required to share in matching contributions.

**E4 WILL A DISCRETIONARY EMPLOYER CONTRIBUTION BE PROVIDED (OTHER THAN A MATCHING CONTRIBUTION)?**

- a. NO
- b. Yes, the employer may make discretionary contributions, which will be allocated each Plan Year based on:
  - c. In the same ratio each Participant's Compensation bears to the Compensation of all Participants for that Plan Year.
  - d. In the same ratio each Participant's Deferred Compensation bears to the Deferred Compensation of all Participants.
  - e. In accordance with the following formula: \_\_\_\_\_

**E5 ALLOCATIONS TO TERMINATED PARTICIPANTS**

Any Participant who terminated employment during the Plan Year for any reason other than death, Total and Permanent Disability or retirement:

- a. shall share in the allocations of Employer discretionary contributions (in addition to matching contributions), Forfeitures, and earnings and losses, provided such Participant completed a Year of Service.
- b. shall share in the allocations of earnings and losses only, regardless of whether they completed a Year of Service.
- c. shall share in the allocations of Employer discretionary contributions (in addition to matching contributions), Forfeitures, and earnings and losses, only if such Participant is actively employed on the last day of the Plan Year.

**E6 ALLOCATIONS TO RETIRED PARTICIPANTS**

Any Participant whose employment terminates during the Plan Year because they have reached Normal Retirement Date:

- a. shall share in the allocations of Employer discretionary contributions (in addition to matching contributions), Forfeitures, and earnings and losses, provided such Participant completed a Year of Service.
- b. shall share in the allocations of earnings and losses only, regardless of whether they completed a Year of Service.
- c. shall share in the allocations of Employer discretionary contributions (in addition to matching contributions), Forfeitures, and earnings and losses, only if such Participant is actively employed on the last day of the Plan Year.

**E7 TOTAL AND PERMANENT DISABILITY shall be defined as:**

- a. Total disability under the federal Social Security Act.
- b. Total disability which renders a Participant incapable of performing their usual and customary duties, as determined by a licensed physician chosen by the Administrator.
- c. N/A (No disability benefits provided).

and Any Participant who terminated employment during the Plan Year due to Total and Permanent Disability:

- d. shall share in the allocations of Employer discretionary contributions (in addition to matching contributions), Forfeitures, and earnings and losses, provided such Participant completed a Year of Service.
- e. shall share in the allocations of earnings and losses only, regardless of whether they completed a Year of Service.
- f. shall share in the allocations of Employer discretionary contributions (in addition to matching contributions), Forfeitures, and earnings and losses, only if such Participant is actively employed on the last day of the Plan Year.

**E8 DECEASED PARTICIPANTS**

Any Participant who dies during the course of the Plan Year:

- a. shall share in the allocations of Employer discretionary contributions (in addition to matching contributions), Forfeitures, and earnings and losses, provided such Participant completed a Year of Service.
- b. shall share in the allocations of earnings and losses only, regardless of whether they completed a Year of Service.
- c. shall share in the allocations of Employer discretionary contributions (in addition to matching contributions), Forfeitures, and earnings and losses, only if such Participant is actively employed on the last day of the Plan Year.

**E9 FORFEITURE RE-ALLOCATIONS**

**NOTE: Applicable only if a vesting schedule is selected in D6**

- a. Forfeitures will be added to the Employer's discretionary (non-matching) contributions and allocated in the same fashion.
- b. Forfeitures will be allocated to each Participant's account based on the Participant's account balance on the first day of the Plan Year compared to the total of all Participant's account balances on the same date.
- c. Forfeitures will be used to reduce the Employer's contributions for the Plan Year in which the Forfeiture occurs.

**MISCELLANEOUS**

**G1 LOANS TO PARTICIPANTS**

**NOTE: State law may restrict or prevent any loans to employees.**

- a. Yes, loans may be made in the Administrator's discretion.
- b. Loans may be made only for hardships, as demonstrated to the satisfaction of the Administrator.
- c. No, loans may not be made.

**G2 TRANSFERS FROM OTHER 457 PLANS**

**NOTE: 457 Plans cannot accept rollovers or transfers from "qualified plans" or IRA accounts.)**

- a. Yes this plan will accept transfers from other 457 plans.
- b. No, transfers will not be accepted from other 457 plans.

G3 DIRECTED INVESTMENT ACCOUNTS are permitted for Participant's accounts.

NOTE: State law may not permit employees to direct the investment of government assets.)

- a. Yes, but only to the extent such accounts are vested, in accordance with procedures adopted by the Plan's Administrator.
- b. Yes, regardless of whether such accounts are vested, in accordance with procedures adopted by the Plan's Administrator.
- c. No, Participant investment direction is not permitted.

Expenses incurred by the Plan in connection with Directed Investment Accounts:

- d. shall be charged against the balance in each individual's Directed Investment Account; or
- e. shall not be charged against each individual's Directed Investment Account, but shall constitute a general expense of the Plan.

G4 ADVANCE DISTRIBUTION FOR HARDSHIP

- a. Hardship distribution of up to 100% of the Participant's account may be made in the event of an unforeseeable emergency, as determined by the Plan Administrator.
- b. No hardship withdrawals will be permitted.

G5 LIFE INSURANCE may be purchased with Plan contributions.

- a. Yes, at the option of the Participant.
- b. Yes, at the option of the Administrator.

**THIS ADOPTION AGREEMENT MAY ONLY BE USED IN CONJUNCTION WITH THE CHUBB LIFEAMERICA 457 DEFERRED COMPENSATION PLAN AND FUNDED WITH INSURANCE, INVESTMENT OR ANNUITY PRODUCTS AVAILABLE THROUGH CHUBB LIFEAMERICA OR CHUBB SECURITIES CORPORATION.**

**BY SIGNING THIS AGREEMENT, THE PLAN SPONSOR CERTIFIES THEY HAVE CONSULTED WITH THEIR ATTORNEY WITH REGARD TO THE IMPACT OF THIS PLAN ON THE SPONSOR AND THE EMPLOYEES COVERED BY IT.**

IN WITNESS WHEREOF, the Sponsor hereby causes this Plan to be executed this 1 day of

FEBRUARY, 1992.

LIFE SKILLS CENTERS, INC  
Type or Print Sponsor's Name

By:   
Type or Print Name and Title of Signing Officer

DALE R. WAGNER  
EXECUTIVE DIRECTOR

Resolutions (or ordinances) and a funding policy comparable to this page and the following page are used by the principal sponsor to adopt the 457 plan:

LIFE SKILLS CENTERS, INC  
(Sponsor)

CERTIFIED COPY OF  
BOARD OF COMMISSIONERS RESOLUTION

(Sponsor as sole employer)

WHEREAS, LIFE SKILLS CENTERS (the "Sponsor"), wishes to adopt the Chubb LifeAmerica 457 Deferred Compensation Plan, which shall be known as LIFE SKILLS CENTERS INC PLAN (the "Plan") effective 2, 1, 1992 and 457 DEFERRED COMPENSATION

WHEREAS, a draft copy of the Adoption Agreement and the Plan document for the creation of said Plan have been submitted to this meeting; and

WHEREAS, this Board of Commissioners believes it is in the best interests of the Sponsor to adopt the Plan,

NOW, THEREFORE,

BE IT RESOLVED, That effective FEBRUARY 1, 1992, the Plan created pursuant to the proposed Adoption Agreement submitted to this meeting, shall be adopted, subject to such modifications as the signing officers shall approve; and

RESOLVED, That the funding policy and method for the Plan shall be that attached hereto and made a part of this resolution; and

RESOLVED, That the appropriate officers of the Sponsor shall be, and they hereby are, authorized and directed to execute such documents and take such other actions as may be necessary or appropriate to carry out the purposes of this resolution; and

RESOLVED, That the Plan Administrator of the Plan shall be LIFE SKILLS CENTERS, INC and

RESOLVED, That the Plan Investment Committee for the Plan shall be WILLIAM CHARBONNEAU, and KENT KUKUK.

I, the undersigned Secretary of this Board of Commissioners hereby certify that the preceding resolutions were duly adopted by the Commissioners 2, 1, 1992, and that such resolutions have not been modified or rescinded as of the date hereof.

W. Charbonneau  
Secretary

Date signed: 2/1/92

LIFE SKILLS CENTERS INC  
(Plan Name)

457 DEFERRED COMPENSATION

FUNDING POLICY AND METHOD

A 457 Deferred Compensation Plan has been adopted by the Employer for the purpose of rewarding long and loyal service to the company by providing to employees additional financial security at retirement. Incidental benefits are provided in the case of death or other termination of employment.

All funds either deferred into this Plan by Participants or contributed by Employers shall be general assets of the Employer, subject to the general claims of creditors, but accounted for as a distinct fund. To the fullest extent possible under applicable federal and state law, such funds shall be earmarked for the provision of benefits under this Plan.

Since the principal purpose of the plan is to provide benefits at normal retirement age, the principal goal of the investment of the funds in the plan should be both security and long-term stability with moderate growth commensurate with the anticipated retirement dates of participants. Investments should be sufficiently liquid to enable the plan, on short notice, to make some distributions in the event of the death of a participant.

LIFESKILLS CENTERS INC. (Sponsor)  
457 D&E-COMP (Plan Name)

**1 PARTICIPANT DATA**

DALE R WAGNER  
Print your full name above (Last, first, middle initial)

Street Address City State Zip

Your Social Security Number 2-1-92  
Today's Date

DATE OF BIRTH: 9-7-53 DATE OF HIRE: 1-1-93  
(Month-Day-Year) (Month-Day-Year)

Your Spouse's Name and Social Security Number (MARK N/A IF SINGLE)

The employee's name and Social Security number must be entered above. Please check the appropriate box(es) below. Complete the section noted. Please be sure to sign the form.

- New Enrollment (or rehire within 12 mos)--complete parts 1,2,3,4,5
- Reactivate (After Suspension of Participation)--complete parts 1,2,3,4,5
- Change Name, Birth Date, Hire Date--complete parts 1 & 5
- Investment Election (Original or changes)--complete parts 3 & 5
- Change Beneficiary--complete parts 4 & 5
- Salary Deferral (check one) Change \_\_\_ Resumption \_\_\_ Suspension \_\_\_--complete 2 & 5
- Waiver of Participation--complete parts 2 & 5

**2 SALARY REDUCTION AND CONTRIBUTION AUTHORIZATION**

I authorize my Employer to deduct the indicated percentage from my compensation each payday and contribute it to this Plan as an ELECTIVE (Pre-tax) CONTRIBUTION:

1%  2%  3%  4%  5%  6%  7%  8%  9%  10%  11%  12%  
 13%  14%  15%  16%  17%  18%  19%  20%  Other 5.98%  
(Specify Percentage)

WAIVER  I CHOOSE NOT TO MAKE ANY SALARY DEFERRALS AT THIS TIME.

**PARTICIPANT MUST SIGN THIS FORM --SEE SECTION 5**

Life Skills Center, Inc (Sponsor)  
457 DEF Comp (Plan Name)

**3 INVESTMENT DIRECTION AND AUTHORIZATION**

You may invest your account balances in either one or two of the funds described below, in increments of 100%. All balances will be invested in accordance with your direction as soon as possible. (Typically within 30 days of the date of contribution to the Plan.)

I HEREBY DIRECT THE PLAN ADMINISTRATOR & TRUSTEES OF THIS PLAN TO INVEST ALL FUNDS HELD BY THE PLAN ON MY BEHALF IN THE FOLLOWING MANNER UNTIL I REQUEST A CHANGE OF THESE INVESTMENT SELECTIONS:

(Insert the name and a description of each investment fund.)

100%	Volunteer State Chubb Life America	UNIVERSAL Life Insurance
%	_____	_____
%	_____	_____
%	_____	_____
%	_____	_____

**IDENTIFY YOUR INVESTMENT SELECTIONS CAREFULLY**

This election will be effective until you file a valid new election. Elections made before the first day of any month will be effective the first day of the following month.

IF YOUR ALLOCATION PERCENTAGES DO NOT EQUAL 100%; OR IF YOU SELECT MORE THAN TWO FUNDS; OR IF YOU FAIL TO SIGN THIS ELECTION, YOUR ENTIRE ACCOUNT BALANCE WILL BE INVESTED IN THE Volunteer State (insert name of default investment) FUND.  
UNIVERSAL Life Insurance

I UNDERSTAND AND ACKNOWLEDGE THE PLAN ADMINISTRATOR, TRUSTEES AND OTHER FIDUCIARIES OF THIS PLAN ARE NOT RESPONSIBLE FOR MY SELECTION OF INVESTMENTS AND ACCEPT NO RESPONSIBILITY FOR THEIR PERFORMANCE.

PARTICIPANT MUST SIGN THIS FORM --SEE SECTION 5

Life Skills Center, Inc. (Sponsor)  
457 Def. Comp (Plan Name)

**4 BENEFICIARY DESIGNATION**

As a participant in this Plan, I acknowledge I have been informed by the Plan Administrator that (unless my surviving spouse elects otherwise) if I die before retirement my entire account balance will be paid to my spouse.

I understand I may designate one or more beneficiaries to receive my death benefits if I am not married at the time of my death. I also understand I may name someone other than my spouse as my primary beneficiary if my spouse consents to that beneficiary designation in writing, witnessed by a notary public.

I am not married and designate as my primary beneficiaries:  
(I understand if I marry after I sign this form, my new spouse will automatically become my beneficiary and this designation then becomes null and void.)

Primary Beneficiary (ies)	Relation to you	Percent
Street Address	City, State, Zip	

I am not married and designate as my contingent beneficiaries:  
(I understand my later marriage will not affect this choice.)

Contingent Beneficiary (ies)	Relation to you	Percent
Street Address	City, State, Zip	

I am married and understand my spouse will be my sole beneficiary, but I designate the following contingent beneficiary(ies) if I die without leaving a surviving spouse:

Please see list of contingent beneficiaries  
AT BOTTOM of This STATEMENT / FORM.

Beneficiary(ies)	Relation to you	Percent
Street Address	City, State, Zip	

I am married but do not want my spouse as the sole beneficiary of my pre-retirement death benefit. Subject to the required consent of my spouse, I designate the primary beneficiary(ies) listed below instead of my spouse:

Primary Beneficiary (ies)	Relation to you	Percent
Street Address	City, State, Zip	

PARTICIPANT MUST SIGN THIS FORM --SEE SECTION 5

Life Skills Centers Inc (Sponsor)  
457 Oak Comp. (Plan Name)

5 PARTICIPANT (& SPOUSE) SIGNATURES--REQUIRED

AS A PARTICIPANT IN THIS PLAN, I HEREBY EXECUTE THIS ENROLLMENT/CHANGE FORM AND AUTHORIZE MY EMPLOYER, THE PLAN SPONSOR, THE PLAN ADMINISTRATOR, TRUSTEES AND OTHER FIDUCIARIES TO CARRY OUT MY INSTRUCTIONS.

  
Participant's Signature

2-1-92  
Date signed

SPOUSE'S CONSENT TO BENEFICIARY DESIGNATION

Spousal consent, witnessed by a Notary Public, is required if the Participant is designating anyone other than his or her spouse as the primary beneficiary of their death benefits under this Plan.

I consent to the designation being made by my spouse to have the pre-retirement death benefit paid to the named beneficiary specified in the foregoing election. I understand (1) the effect of the designation is to cause my spouse's death benefit to be paid to a beneficiary other than me; (2) such beneficiary designation is not valid unless I consent to it; and (3) my consent is irrevocable but my spouse can revoke this beneficiary designation.

\_\_\_\_\_  
Spouse's Signature

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, \_\_\_\_\_, the spouse of the Participant named above appeared before me and acknowledged their consent to the beneficiary designation being made by their spouse.

Signed before me this \_\_\_ day of \_\_\_\_\_, 19\_\_\_.

\_\_\_\_\_  
Notary Public

Contingent Beneficiary: Dale Wagner Jr. 2-19-73 SON ALL SHAR  
Derek Wagner 9-20-74 SON ALIKE EQUALLY  
Daniel Wagner 7-2-81 SON  
Dustin Wagner 11-14-85 SON  
David Wagner 10-3-87 SON  
ADDRESS: 990 COVE RD MEMPHIS MI 48041