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law offices of | **PARMENTER O'TOOLE**

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October 19, 1999

U.S. Department of Labor
Pension and Welfare Benefit Programs
200 Constitution Avenue, N.W.
Washington, DC 20210

Dear Administrator:

This notice is in compliance with the reporting and disclosure requirements for unfunded deferred compensation pension plans for select employees. The following is the required information for the Non-Qualified Retirement Plan adopted by Emert Lange, D.D.S., P.C. on September 1, 1999:

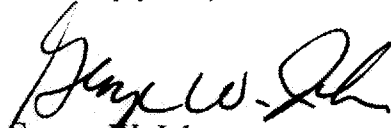
Employer: Emert Lange, D.D.S., P.C.
1200 Ransom
Muskegon, MI 49442
EIN: 38-2056777
No. of Plans: One (1)
No. of Employees in Plan: One (1)

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This plan is maintained primarily for providing deferred compensation for a select group of management employees with the company. Benefits are paid solely by the company.

If you require further information please contact myself or Emert R. Lange, President of Emert Lange, D.D.S., P.C.

Sincerely yours,



George W. Johnson
Direct: 231.722.5408
Internet Address: gwj@parmenterlaw.com

Enclosure

c w/encl: Emert R. Lange, D.D.S.

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Harold M. Street

Paul T. Sorensen
1920-1966
George A. Parmenter
1903-1993
Cyrus M. Poppen
1903-1996

NON-QUALIFIED RETIREMENT PLAN

Corporation establishes this Non-Qualified Retirement Plan this 1st day of September, 1999.

ARTICLE I PURPOSE

Corporation establishes this Non-Qualified Retirement Plan to provide retirement compensation for Participant in order to reward Participant for his many years of employment with the Corporation. In addition, Corporation desires to compensate the Participant for his many years of service with Corporation during which he was not compensated to the full extent of his contributions to the growth and success of Corporation.

ARTICLE II DEFINITIONS

- 2.1 **Corporation** means EMERT LANGE, D.D.S., P.C.
- 2.2 **Plan** means the Non-Qualified Retirement Plan of Corporation established by this Agreement.
- 2.3 **Participant** means Emert R. Lange, D.D.S.
- 2.4 **Beneficiary** means Participant's spouse, then children.
- 2.5 **Board** means the Board of Directors of Corporation.

ARTICLE III RETIREMENT BENEFITS

3.1 **Normal Retirement Benefit.** Upon Participant's retirement from employment with Corporation, Corporation will pay Participant a retirement pension. The retirement pension shall be \$2,500 per month. The retirement pension is payable to Participant or to his Beneficiary, in accordance with Article IV.

3.2 **Death Benefit.** If Participant dies before he retires, Corporation will pay a retirement pension calculated under section 3.1 to his designated Beneficiary. If Participant is retired when he dies, Corporation will continue the payments otherwise due to Participant's designated Beneficiary.

ARTICLE IV
FORM OF BENEFITS

4.1 **Form of Benefits.** Corporation will pay the normal retirement pension for a period of 48 months.

4.2 **Commencement of Payments.** Corporation will commence payment of benefits on the first day of the month following the day Participant is entitled to benefits under the Plan.

ARTICLE V
AMENDMENT AND TERMINATION

5.1 **Amendment.** Corporation, with the consent of Participant, may amend this plan in whole or in part, at any time prior to commencement of benefits.

5.2 **Termination.** Corporation, with the consent of Participant, may terminate this plan at any time before the payment of benefits begins.

ARTICLE VI
BENEFITS NOT FUNDED

Participant's or Beneficiary's interest in the Plan is an unsecured claim against the general assets of Corporation and neither Participant nor a Beneficiary has any right against the account until the Plan has distributed the benefit. All amounts credited to an account are the general assets of Corporation and may be disposed of or used by Corporation in such manner as it determines.

ARTICLE VII
FORFEITURE OF BENEFITS

During Participant's employment with Corporation, Participant shall not engage in, or become interested in, any business or enterprise that competes in any manner with the business of Corporation within the State of Michigan, without the written consent of the Board of Directors of Corporation. In the event Participant violates the terms of this covenant not to compete, Participant will forfeit all retirement benefits owed to Participant. The terms of the covenant shall not apply following the termination of Participant's employment with Corporation.

ARTICLE VIII
MISCELLANEOUS

8.1 **Benefits Not Assignable.** Neither Participant nor Beneficiary may assign, transfer or pledge the benefits under this Agreement. Any attempt to assign, transfer or pledge a participant's benefits under this Agreement is void.

8.2 **Benefit.** This Agreement is binding upon and inures to Corporation, its successors and assigns and upon Participant and his heirs and legal representatives.

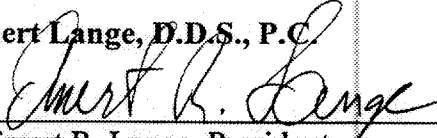
8.3 **Gender Usage.** The use of the masculine gender includes the feminine gender for all purposes of this Agreement.

8.4 **Claims Procedure.** Claims for benefits under this plan shall be made in writing to Corporation. If a claim for benefits is wholly or partially denied, Corporation shall, within a reasonable period of time, but not later than 90 days after receipt of the claim, provide the claimant who was denied a benefit written notice setting forth in a manner calculated to be understood by the claimant:

- i. The specific reason or reasons for denial;
- ii. Specific reference to the pertinent provisions of this plan on which the denial is based;
- iii. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material information is necessary; and
- iv. Any explanation of this plan's claim review procedure.

Either a person whose claim for benefits under this plan has been denied or his duly authorized representative (1) may request a review upon written application to Corporation; (2) may review pertinent documents; and (3) may submit issues and comments in writing. The claimant's written request for review must be submitted to Corporation within 60 days after receipt by the claimant of the written notification of the denial of a claim. A decision by Corporation shall be made promptly, and no later than 60 days after Corporation's receipt of a request for review. If special circumstances require an extension of time for proceeding, a decision shall be rendered as soon as possible, but no later than 120 days after receipt of the request for review. The decision on review shall be in writing and shall include specific reasons for the decision, specific reference to the pertinent provision of this plan on which the decision is based, and the decision must be written in a manner calculated to be understood by the claimant. Any action required to be taken by Corporation under this section may be taken by a committee of two or more disinterested persons appointed by the Board. Corporation, or a committee appointed by the Board to administer this plan, shall have full discretion to interpret and administer the plan. The decisions of Corporation or the committee shall be final and binding on all parties.

Emert Lange, D.D.S., P.C.

By 
Emert R. Lange, President

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