

**GOODWILL INDUSTRIES OF CENTRAL ARIZONA, INC.  
PROFIT SHARING PLAN**

**NOTICE TO EMPLOYEES**

**January 2016**

TO OUR EMPLOYEES:

The Plan Administrator for the Goodwill Industries of Central Arizona Retirement Plan has adopted a plan amendment. The attached "Summary of Material Modifications" will explain this change.

Please mark your Summary Plan Description with this change and keep this notice with it.

## SUMMARY OF MATERIAL MODIFICATIONS

### GOODWILL INDUSTRIES OF CENTRAL ARIZONA RETIREMENT PLAN

The following modifications are made to the Goodwill Industries of Central Arizona Retirement Plan's Summary Plan Description. The modifications are effective January 1, 2016.

**Page 1, Computing Service, shall be replaced in its entirety by adding the following :**

"Eligibility Computation Period" means a 12-consecutive month period beginning with your first day of employment. Any succeeding Eligibility Computation Period will then switch to the Plan Year, beginning with the Plan Year that includes your first anniversary of employment. You will generally earn an hour of service for each hour you are paid for the performance of duties for the Employer (however, numerous exceptions and special rules apply).

All eligibility service with the Employer is taken into account except the following:

A "One-Year Break in Service" means an Eligibility Computation Period during which you are credited with 500 or fewer hours of service (special rules exist for absence from work for maternity or paternity reasons).

If you do not have any nonforfeitable right to the Account balance derived from Employer contributions, service before a period of five (5) consecutive One-Year Breaks in Service will not be taken into account in computing eligibility service (this is referred to as the "rule of parity").

Years of service will be treated as service with the Employer for eligibility purposes for the following employer(s) subject to any listed limitations: other Goodwill organizations, up to 5 Years of Service.

If you make or receive eligible contributions you will be a "Participant" in the Plan.

**Page 4, VESTING, shall be amended by adding the following :**

Service with other Goodwill organizations will be treated as service with the Employer for vesting purposes up to 5 Years of Service.

**Page 14, ADMINISTRATIVE INFORMATION, Paragraph 4 shall be amended by adding the following :**

Effective January 1, 2016, the plan trustees shall be Timothy S. O'Neal, Nobumichi Hara and Jackie Halleen.