Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b), and 6058(a) of the Internal Revenue Code (the Code).

▶ **Complete all entries in accordance with the instructions to the Form 5500.**

OMB Nos. 1210-0110
1210-0089

2012

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012

A This return/report is for:
- [ ] a multiemployer plan;
- [ ] a multiple-employer plan; or
- [X] a single-employer plan;
- [ ] a DFE (specify) ____

B This return/report is:
- [ ] the first return/report;
- [ ] the final return/report;
- [X] an amended return/report;
- [ ] a short plan year return/report (less than 12 months).

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [ ]

D Check box if filing under:
- [ ] Form 5558;
- [ ] automatic extension;
- [ ] the DFVC program;
- [ ] special extension (enter description)

Part II Basic Plan Information—enter all requested information

1a Name of plan
PRESENCE MARKETING INC RETIREMENT PLAN

1b Three-digit plan number (PN) ▶ 001

1c Effective date of plan 01/01/1996

2a Plan sponsor's name and address; include room or suite number (employer, if for a single-employer plan)

PRESENCE MARKETING INC

12 EXECUTIVE CT
SUITE 1
SOUTH BARRINGTON, IL 60010

2b Employer Identification Number (EIN)
36-3706401

2c Sponsor's telephone number
847-277-9500

2d Business code (see instructions)
425120

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	07/19/2013	WILLIAM LYONS
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Filed with authorized/valid electronic signature.	07/19/2013	WILLIAM LYONS
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

Preparer's name (including firm name, if applicable) and address; include room or suite number. (optional)

Preparer's telephone number (optional)

3a Plan administrator's name and address [X] Same as Plan Sponsor Name [ ] Same as Plan Sponsor Address

3b Administrator's EIN

3c Administrator's telephone number

4 If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report:

a Sponsor's name

4b EIN

4c PN

5	Total number of participants at the beginning of the plan year	**5**	297
6	Number of participants as of the end of the plan year (welfare plans complete only lines **6a, 6b, 6c,** and **6d**).		
a	Active participants	**6a**	315
b	Retired or separated participants receiving benefits	**6b**	0
c	Other retired or separated participants entitled to future benefits	**6c**	27
d	Subtotal. Add lines **6a**, **6b**, and **6c**	**6d**	342
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits	**6e**	1
f	Total. Add lines **6d** and **6e**	**6f**	343
g	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g**	216
h	Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested	**6h**	10
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:
2E 2F 2G 2J 2K 2T 3D 3H

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:

9a Plan funding arrangement (check all that apply)

(1)	[ ]	Insurance
(2)	[ ]	Code section 412(e)(3) insurance contracts
(3)	[X]	Trust
(4)	[ ]	General assets of the sponsor

9b Plan benefit arrangement (check all that apply)

(1)	[ ]	Insurance
(2)	[ ]	Code section 412(e)(3) insurance contracts
(3)	[X]	Trust
(4)	[ ]	General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

(1)	[X]	**R** (Retirement Plan Information)
(2)	[ ]	**MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
(3)	[ ]	**SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

(1)	[X]	**H** (Financial Information)
(2)	[ ]	**I** (Financial Information – Small Plan)
(3)	[ ]	**A** (Insurance Information)
(4)	[X]	**C** (Service Provider Information)
(5)	[ ]	**D** (DFE/Participating Plan Information)
(6)	[ ]	**G** (Financial Transaction Schedules)

SCHEDULE C (Form 5500)	Service Provider Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ **File as an attachment to Form 5500.**	**2012** **This Form is Open to Public Inspection.**

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012

A Name of plan
PRESENCE MARKETING INC RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
PRESENCE MARKETING INC

D Employer Identification Number (EIN)
36-3706401

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . [X] Yes [ ] No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

ALLIANCEBERNSTEIN L.P.

13-4064930

(b) Enter name and EIN or address of person who provided you disclosure on eligible indirect compensation

AMERICAN FUNDS DISTRIBUTORS, INC.

95-2769620

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

BLACKROCK INVESTMENTS, INC.

23-2784752

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

COLUMBIA

ONE FINANCIAL CENTER
MA5-515-14-01
BOSTON, MA 02111

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

DELAWARE INVESTMENTS

2005 MARKET STREET
PHILADELPHIA, PA 19103

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

GOLDMAN SACHS

71 SOUTH WACKER DRIVE
SUITE 500
CHICAGO, IL 60606

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

HARTFORD INVESTMENT FINANCIAL SERVI

201 HOPMEADOW STREET
SIMSBURY, CT 06089

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

INVESCO DISTRIBUTORS, INC.

74-1894784

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

LORD ABBETT DISTRIBUTOR, LLC

90 HUDSON STREET
JERSEY CITY, NJ 07032

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

MFS FUND DISTRIBUTORS, INC.

04-2747644

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

OPPENHEIMER FUNDS INC.

13-2527171

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

PRUDENTIAL INVESTMENTS LLC

22-3468527

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

WELLS FARGO FUNDS DISTRIBUTOR, LLC

525 MARKET STREET
12TH FLOOR
SAN FRANCISO, CA 94105

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

MERRILL LYNCH PIERCE FENNER & SMITH

13-5674085

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
52 59 60 63	INVESTMENT ADVISOR	0	Yes [X] No [ ]	Yes [ ] No [X]	47867	Yes [ ] No [X]

(a) Enter name and EIN or address (see instructions)

ADP

22-1467904

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
37 50 15 64	RECORD KEEPER	2250	Yes [X] No [ ]	Yes [X] No [ ]	0	Yes [ ] No [X]

(a) Enter name and EIN or address (see instructions)

ADP BROKER-DEALER

22-3319984

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
49 99	RECORD KEEPER	0	Yes [X] No [ ]	Yes [ ] No [X]	0	Yes [X] No [ ]

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

Part I Service Provider Information (continued)

3 If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
MERRILL LYNCH PIERCE FENNER & SMITH	52 59 60 63	47867

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
UNAVAILABLE UNAVAILABLE UNAVAILABLE, CA 91367	INVESTMENT MANAGEMENT FEES PAID INDIRECTLY BY PLAN SHAREHOLDER SERVICING FEES SUB-TRANSFER AGENCY FEES DISTRIBUTION (12B-1) FEES

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
ALLIANCEBERNSTEIN L.P. 13-4064930	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
AMERICAN FUNDS DISTRIBUTORS, INC. 95-2769620	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

Part I Service Provider Information (continued)

3 If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
BLACKROCK INVESTMENTS, INC. 23-2784752	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
COLUMBIA ONE FINANCIAL CENTER MA5-515-14-01 BOSTON, MA 02111	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
DELAWARE INVESTMENTS 2005 MARKET STREET PHILADELPHIA, PA 19103	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

Part I Service Provider Information (continued)

3 If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
GOLDMAN SACHS 71 SOUTH WACKER DRIVE SUITE 500 CHICAGO, IL 60606	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
HARTFORD INVESTMENT FINANCIAL SERVI 201 HOPMEADOW STREET SIMSBURY, CT 06089	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
INVESCO DISTRIBUTORS, INC. 74-1894784	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

Part I Service Provider Information (continued)

3 If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
LORD ABBETT DISTRIBUTOR, LLC 90 HUDSON STREET JERSEY CITY, NJ 07032	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
MFS FUND DISTRIBUTORS, INC. 04-2747644	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
OPPENHEIMER FUNDS INC. 13-2527171	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

Part I Service Provider Information (continued)

3 If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
PRUDENTIAL INVESTMENTS LLC 22-3468527	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation
ADP BROKER-DEALER	99	0

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.
WELLS FARGO FUNDS DISTRIBUTOR, LLC 525 MARKET STREET 12TH FLOOR SAN FRANCISO, CA 94105	ANNUAL RATE 0.00260 OF AVERAGE DAILY ASSETS-A SHRS ANNUAL RATE 0.00325 OF AVERAGE DAILY ASSETS-C SHRS ANNUAL RATE 0.00150 OF AVERAGE DAILY ASSETS-I SHRS ANNUAL RATE 0.00275 OF AVERAGE DAILY ASSETS-R SHRS

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

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(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)

(complete as many entries as needed)

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

a	Name:	**b** EIN:
c	Position:	
d	Address:	**e** Telephone:

Explanation:

SCHEDULE H (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Financial Information

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2012

This Form is Open to Public Inspection

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012

A Name of plan
PRESENCE MARKETING INC RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
PRESENCE MARKETING INC

D Employer Identification Number (EIN)
36-3706401

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)		
(2) Participant contributions	1b(2)		
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)	106481	164481
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	5018645	6653547
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

			(a) Beginning of Year	(b) End of Year
1d	Employer-related investments:			
	(1) Employer securities	1d(1)		
	(2) Employer real property	1d(2)		
e	Buildings and other property used in plan operation	1e		
f	Total assets (add all amounts in lines 1a through 1e)	1f	5125126	6818028
	Liabilities			
g	Benefit claims payable	1g		
h	Operating payables	1h		
i	Acquisition indebtedness	1i		
j	Other liabilities	1j		
k	Total liabilities (add all amounts in lines 1g through1j)	1k	0	0
	Net Assets			
l	Net assets (subtract line 1k from line 1f)	1l	5125126	6818028

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

	Income		(a) Amount	(b) Total
a	**Contributions:**			
	(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)	265276	
	(B) Participants	2a(1)(B)	904090	
	(C) Others (including rollovers)	2a(1)(C)	15709	
	(2) Noncash contributions	2a(2)		
	(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		1185075
b	**Earnings on investments:**			
	(1) Interest:			
	(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
	(B) U.S. Government securities	2b(1)(B)		
	(C) Corporate debt instruments	2b(1)(C)		
	(D) Loans (other than to participants)	2b(1)(D)		
	(E) Participant loans	2b(1)(E)	6223	
	(F) Other	2b(1)(F)		
	(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		6223
	(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
	(B) Common stock	2b(2)(B)		
	(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	118409	
	(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		118409
	(3) Rents	2b(3)		
	(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)		
	(B) Aggregate carrying amount (see instructions)	2b(4)(B)		
	(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		0
	(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)		
	(B) Other	2b(5)(B)		
	(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		0

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		542006
c Other income	2c		
d Total income. Add all **income** amounts in column (b) and enter total	2d		1851713
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	156244	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	2e(4)		156244
f Corrective distributions (see instructions)	2f		238
g Certain deemed distributions of participant loans (see instructions)	2g		79
h Interest expense	2h		
i Administrative expenses: **(1)** Professional fees	2i(1)		
(2) Contract administrator fees	2i(2)		
(3) Investment advisory and management fees	2i(3)		
(4) Other	2i(4)	2250	
(5) Total administrative expenses. Add lines **2i(1)** through **(4)**	2i(5)		2250
j Total expenses. Add all **expense** amounts in column (b) and enter total	2j		158811
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	2k		1692902
l Transfers of assets:			
(1) To this plan	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [ ] Unqualified **(2)** [ ] Qualified **(3)** [X] Disclaimer **(4)** [ ] Adverse

b Did the accountant perform a limited scope audit pursuant to 29 CFR 2520.103-8 and/or 103-12(d)? [X] Yes [ ] No

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: COSENTINO AND ASSOCIATES **(2)** EIN: 36-3328619

d The opinion of an independent qualified public accountant is **not attached** because:

(1) [ ] This form is filed for a CCT, PSA, or MTIA. **(2)** [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l.

During the plan year:

		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	4a		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	4b		X	

			Yes	No	Amount
c	Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	4c		X	
d	Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	4d		X	
e	Was this plan covered by a fidelity bond?	4e	X		500000
f	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	4f		X	
g	Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	4g		X	
h	Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	4h		X	
i	Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	4i	X		
j	Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked, and see instructions for format requirements.)	4j		X	
k	Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	4k		X	
l	Has the plan failed to provide any benefit when due under the plan?	4l		X	
m	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m		X	
n	If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.	4n			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year?
If "Yes," enter the amount of any plan assets that reverted to the employer this year ☐ **Yes** ☒ **No** **Amount:**

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

Part V Trust Information (optional)

6a Name of trust	**6b** Trust's EIN

SCHEDULE R (Form 5500)

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under section 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2012

This Form is Open to Public Inspection.

For calendar plan year 2012 or fiscal plan year beginning 01/01/2012 and ending 12/31/2012

A Name of plan
PRESENCE MARKETING INC RETIREMENT PLAN

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
PRESENCE MARKETING INC

D Employer Identification Number (EIN)
36-3706401

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions **1** 0

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 57-1198022

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year. **3**

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section of 412 of the Internal Revenue Code or ERISA section 302, skip this Part)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6 **a** Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived) **6a**

b Enter the amount contributed by the employer to the plan for this plan year **6b**

c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount) **6c**

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ **Increase** ☐ **Decrease** ☐ **Both** ☐ **No**

Part IV ESOPs (see instructions). If this is not a plan described under Section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? ..... ☐ **Yes** ☐ **No**

11 **a** Does the ESOP hold any preferred stock? ..... ☐ **Yes** ☐ **No**

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) ..... ☐ **Yes** ☐ **No**

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? ..... ☐ **Yes** ☐ **No**

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

---

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month _____ Day _____ Year _____

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) _____
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

14 Enter the number of participants on whose behalf no contributions were made by an employer as an employer of the participant for:

a	The current year	**14a**	
b	The plan year immediately preceding the current plan year	**14b**	
c	The second preceding plan year	**14c**	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a	The corresponding number for the plan year immediately preceding the current plan year	**15a**	
b	The corresponding number for the second preceding plan year	**15b**	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a	Enter the number of employers who withdrew during the preceding plan year	**16a**	
b	If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

19 If the total number of participants is 1,000 or more, complete lines (a) through (c)

a Enter the percentage of plan assets held as:
Stock: _____% Investment-Grade Debt: _____% High-Yield Debt: _____% Real Estate: _____% Other: _____%

b Provide the average duration of the combined investment-grade and high-yield debt:
☐ 0-3 years ☐ 3-6 years ☐ 6-9 years ☐ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

c What duration measure was used to calculate line 19(b)?
☐ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify):

PRESENCE MARKETING INC. RETIREMENT PLAN

FINANCIAL STATEMENTS

DECEMBER 31, 2012 AND 2011

COSENTINO & ASSOCIATES, LTD.
232 INDEPENDENCE LANE
BLOOMINGDALE, IL. 60108
(630-893-3362)
FAX (630-893-3394)

Independent Auditor's Report

TO: PRESENCE MARKETING INC RETIREMENT PLAN

We were engaged to audit the accompanying financial statements of PRESENCE MARKETING INC RETIREMENT PLAN, which comprise the statements of net assets available for benefits as of December 31, 2012 and 2011, and the related statement of changes in net assets available for benefits for the year ended December 31, 2012, and the related notes to the financial statements.

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Our responsibility is to express an opinion on these financial statements based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matter described in the Basis for Disclaimer of Opinion paragraph, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the plan administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in Note 1, which was certified by Reliance Trust Company, the trustee of the Plan, except for comparing such information with the related information included in the financial statements. We have been informed by the plan administrator that the trustee holds the Plan's investment assets and executes investment transactions. The plan administrator has obtained a certification from the trustee as of December 31, 2012 and 2011, and for the year ended December 31, 2012, that the information provided to the plan administrator by the trustee is complete and accurate.

COSENTINO & ASSOCIATES, LTD.
232 INDEPENDENCE LANE
BLOOMINGDALE, IL. 60108
(630-893-3362)
FAX (630-893-3394)

Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

The supplemental Schedule of Assets held at year ended December 31, 2012 is required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 and are presented for the purpose of additional analysis and are not a required part of the financial statements. Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we do not express an opinion on these supplemental schedules.

Cosentino & Associates, Ltd.

COSENTINO & ASSOCIATES, LTD.
BLOOMINGDALE, IL 60108
July10, 2013

CPA
The CPA. Never Underestimate The Value.®

PRESENCE MARKETING INC. RETIREMENT PLAN
STATEMENT OF NET ASSETS AVAILABLE FOR BENEFITS

	2012	2011
Assets		
Investments at fair value (See notes)	$6,653,547	$5,018,645
Receivables:		
Notes receivable from participants	165,687	107,609
TOTAL ASSETS	6,819,234	5,126,254
Liabilities		
TOTAL LIABILITIES	0	0
Net assets available for benefits	$6,819,234	$5,126,254

See accompanying notes to financial statements

PRESENCE MARKETING INC. RETIREMENT PLAN
STATEMENT OF NET ASSETS AVAILABLE FOR BENEFITS

	YEAR ENDED December 31, 2012
Additions:	
Additions to net assets attributed to:	
Investment income:	
Net gains on sale of investments	$317,289
Net gains in fair value of investments	224,717
Dividends	118,409
Interest income notes receivable - participants	6,223
Contributions:	
Participant	904,090
Employer	265,275
Rollovers	15,709
Total additions	1,851,712
Deductions:	
Deductions from net assets attributed to:	
Net losses in fair value of investments	0
Benefits paid to participants	156,482
Administrative expenses (see note G)	2,250
Total deductions	158,732
Net increase	1,692,980
Net assets available for benefits:	
Beginning of year	5,126,254
End of year	$6,819,234

See accompanying notes to financial statements

Presence Marketing Inc Retirement Plan
Summary Plan Description

A. SummaryPlan Description

Sooner or later, you're going to need savings to supplement your retirement income. Achieving financial security for your future is not just a matter of how much you earn, but more importantly, it's a matter of how much you save.

By saving regularly through your Company's 401(k) savings Plan, even if only a few dollars each payday, you can accumulate more money in a few years than you would think possible. It is one of the surest ways to give yourself a head start on developing financial security.

Presence Marketing Inc wants to help you meet your financial goals with this Plan. Your savings grow faster with tax-deferred dollars, Company contributions (if any), and investment opportunities. Set your goals high and join the Plan.

This booklet describes the major features of the Presence Marketing Inc Retirement Plan effective as of January 1, 2013. Read this booklet carefully and think about it. The question should not be whether you should join, but how little or how much you should invest for your financial security.

Copies of the Plan and certain related documents are available for your review in the offices of the Company. IF THERE ARE ANY DIFFERENCES BETWEEN THIS DESCRIPTION AND THE TERMS OF THE PLAN DOCUMENT, THE TERMS OF THE PLAN DOCUMENT WILL GOVERN. Likewise, any oral information provided to you regarding the terms of the Plan is not binding on the Plan or the Plan's administrator to the extent it conflicts with the terms of the Plan document.

WHO IS ELIGIBLE TO PARTICIPATE IN THE PLAN?

All employees of Presence Marketing Inc and any participating Affiliates, if applicable are eligible to participate in the Plan upon completing the Plan's eligibility requirements.

WHAT ARE THE PLAN'S ELIGIBILITY REQUIREMENTS?

In order to participate in the Plan you must be a least age 21 and have completed 1 Month of Service. You will receive credit for one Month of Service for each month in which you complete one Hour of Service. An Hour of Service is any hour for which you are paid or are entitled to payment. If you are absent from employment with the Employer because of qualified military service, your military service will count as service for purposes of meeting the Plan's eligibility requirements.

If you terminate employment after becoming a participant in the Plan, or after satisfying the Plan's eligibility requirements but before actually becoming a participant, and are later rehired as an eligible employee, you will become a participant in the Plan on the next Entry Date following your rehire. If you terminate employment before satisfying the Plan's eligibility requirements and are later rehired, you must satisfy the Plan's eligibility requirements before you may participate in the Plan.

WHEN DOES PLAN PARTICIPATION BEGIN?

You will become a participant on the first day of the month following the completion of the eligibility requirements.

HOW DOES THE PLAN WORK?

The basic operation of the Plan is simple:

> You may elect to defer a percentage of your eligible pay every pay period. This contribution is known as your Elective Deferrals. In order to make Elective Deferrals, you must complete an Enrollment Form and return it to the Company prior to the date established by the administrator at your Company, or enroll through the ADP Voice Response System or the Participant Website. You should consult the administrator at your Company to learn which enrollment methods are available for your Company. Your Elective Deferrals will then begin in the first payroll cycle of the following month.
>
> For purposes of the Plan, eligible earnings is defined as compensation as reflected on your Form W-2 including your Elective Deferrals and any other contributions you may have made to a "Section 125" cafeteria plan, and any qualified transportation fringe benefits under Section 132(f)(4) of the Internal Revenue Code (the "Code") , but excluding bonuses and nonqualified plan distributions. If you are self-employed, your eligible earnings will be your Earned Income. For purposes of determining benefits under the Plan, eligible earnings also will include payments made within the later of 2-1/2 months after you sever from employment (as defined under Section 401(k) of the Code) and the end of the Plan Year or Limitation Year (whichever is applicable) that includes your severance date, if they are (1) payments that, absent a severance from employment, would have been paid to you while you continued in employment with the Company and are regular compensation for

services during or outside your regular working hours, commissions, bonuses, or other similar compensation; (2) payments for accrued sick, vacation or other leave (but only if you would have been able to use the leave if your employment continued); or (3) payments you receive under a nonqualified deferred compensation plan (but only if the payments are taxable and would have been paid to you if your employment had continued). If the Company makes "differential wage payments" (defined below) to employees who are on active military duty for a period of more than 30 days, those payments also will be included in eligible earnings. "Differential wage payments" are any payments made by an employer to an individual for any period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days and which represents all or a portion of the wages he or she would have received from the employer if the individual were performing services for the employer. Please note that the inclusion in eligible earnings of any post-termination amounts described in this paragraph is subject to the exclusions from eligible earnings elected by the Company, if any, described earlier in this Section.

The amount of your Elective Deferrals and any additional Company contributions are invested as you direct in accordance with the investment options provided in the Plan. These contributions and any accumulated investment earnings on all contributions will be tax-deferred until you receive a distribution.

The Plan has several features that allow you to tailor it to your own personal needs. You decide whether or not you want to make Elective Deferrals from 1 % to 85 % of your eligible earnings. You decide how all contributions attributable to your total Account Balance are to be invested. You also have the right to change these decisions (see Question "What Happens if I Change my Mind?").

WHAT CONTRIBUTIONS ARE MADE TO THE PLAN?

- **ELECTIVE DEFERRALS**

Your Elective Deferrals to the Plan are made from your eligible earnings before taxes are taken out. You may contribute from 1 % to 85 % (in whole percentages) of your eligible earnings.

- **MATCHING CONTRIBUTIONS**

The Company will make a Matching Contribution equal to 50.0 % of your Elective Deferrals. The Company will not match Elective Deferrals that exceed 5.0 % of your eligible earnings. For example, if you contribute 5.0 % of your eligible earnings to the Plan as an Elective Deferral, the Company will contribute 50.0 % of your Elective Deferral or 2.5 % of your eligible earnings.

Assume instead that you contribute 6 % of your eligible earnings to the Plan as an Elective Deferral. In this case, the Company will make a Matching Contribution equal to 50.0 % of your Elective Deferral but will not match the portion of your Elective Deferral that exceeds 5.0 % of your eligible earnings, and your total Matching Contribution will still be 2.5 % of

your eligible earnings.

You must make Elective Deferrals in order to receive the Matching Contribution. The Matching Contribution is made each pay period that your Elective Deferrals are made and is calculated based on your eligible earnings for that pay period. Once your Elective Deferrals stop, the Matching Contribution also stops.

- **NONELECTIVE CONTRIBUTIONS**

  The Company may decide to make a Nonelective Contribution to the Plan, although the Company is not required to do so. The Nonelective Contribution will be allocated to all employees eligible to participate in the Plan.

  Your share of the Nonelective Contribution is in proportion to your eligible earnings compared to the eligible earnings of the other employees who will also share in the contribution.

ARE THERE ANY LIMITATIONS TO THE AMOUNT I CAN CONTRIBUTE?

Ordinarily, the Internal Revenue Service requires retirement plans that permit employees to defer taxes by making elective contributions to satisfy certain complex tests. Depending on the results of these tests, restrictions on contributions for certain higher paid employees may be necessary.

Congress also limits the annual dollar amount of Elective Deferrals that you can contribute to your account. For 2012, the limit is $17,000. After 2012, this limit will be adjusted for inflation.

Congress also limits the annual eligible earnings to be considered for purposes of qualified plan contributions and testing. For 2012, this limit is $250,000. This limit may also be increased periodically to reflect cost-of-living increases.

Finally, Congress limits the total amount of "annual additions" (contributions made to the Plan by you or by the Company on your behalf) allocated to your account each year. For 2012, this limit is the lesser of 100% of your eligible earnings (without regard to any exclusions from eligible earnings that your employer may have elected under the Plan) or $50,000.

DOES THE PLAN ALLOW "CATCH-UP" CONTRIBUTIONS?

While there are limitations to the amount of Elective Deferrals you can contribute, you will be permitted to exceed those limits if you are eligible to make a "catch-up" contribution. Catch-up contributions are contributions that exceed either a statutory limit (such as the annual limit described above on the annual dollar amount of Elective Deferrals you can contribute to your account - $17,000 for 2012), your Plan's limit on the amount of Elective Deferrals you can contribute to your account, or any restrictions on contributions for certain higher paid employees that may be necessary as a

result of certain tests.

If you are eligible to participate in the Plan and are projected to reach age 50 during a calendar year, you will be eligible to make a catch-up contribution at any time during that calendar year – you do not need to wait until your birthday. (There are special eligibility rules for collectively bargained (union) employees, however, that may delay the availability of catch-up contributions for these employees. If you are a union employee, you should confirm with your Plan's administrator when you will be eligible to make catch-up contributions to the Plan.)

If you are eligible to make catch-up contributions, you should contact your Plan's administrator to learn whether you need to take any special steps to make catch-up contributions under your Plan. If you wish to arrange to make catch-up contributions in excess of your Plan's limit on contributions, you will not be able to do so through either the ADP Voice Response System or the Participant Website; instead, you will have to arrange this through your Plan's administrator.

For 2012, the limit on catch-up contributions is $5,500. After 2012, this limit will be adjusted for inflation.

WHAT DOES VESTING MEAN?

Vesting is your right to the contributions in your total Account Balance. In other words, to be vested refers to that portion of your Account Balance that is yours and which cannot be forfeited. Upon termination of Employment, you are entitled to the entire vested portion of your Account Balance.

You are always 100% fully vested in your Elective Deferral, Safe Harbor (if any such contributions were made to your account) and Rollover (if any) Contribution Accounts.

In some circumstances, the Company may need to make special contributions on your behalf called Qualified Matching Contributions or Qualified Nonelective Contributions. If made, you are always 100% vested in these contribution accounts.

If you terminate Employment due to death, Disability (defined later in this booklet) or attainment of age 65, the Plan's Normal Retirement Age or age 55.0 which is the Early Retirement Age under the terms of the Plan , you will also be 100% fully vested in your total Account Balance.

If you leave the Company for any other reason, you will be vested in your Matching Contributions and your Nonelective Contributions Account according to the following schedule:

Years of Service	Vested %
Less than 1 year	0%
At least 1 year, but less than 2	20%
At least 2 years, but less than 3	40%
At least 3 years, but less than 4	60%
At least 4 years, but less than 5	80%
5 Years or more	100%

If you have employer contributions (other than those discussed above) that were contributed to your account before your Plan converted to the ADP recordkeeping system, these contributions may be vesting on a different vesting schedule. Please consult your Plan administrator if you have any questions.

Your Years of Service for vesting are counted from your date of hire. For vesting, you will be credited with a Year of Service for each Plan Year during which you earn credit for 1,000 Hours of Service. The method of crediting 1,000 Hours of Service for vesting is based on an equivalency method. Under this method of vesting, for each month in which you work at least 1 hour for the Company or an affiliate, if any, you will be credited with 190 Hours of Service for that month. Therefore, if you work at least 1 hour during each month for at least 6 months during a Plan Year, you will receive credit for 1 year of vesting service for that Plan Year.

CAN I FORFEIT ANY PORTION OF MY ACCOUNT?

If you terminate employment before becoming 100% vested in your account balance but do not take a distribution from the Plan, the non-vested portion of your account balance will be forfeited as of the date you have five consecutive Breaks in Service.

If you terminate employment before becoming 100% vested in your account balance and receive a distribution of the vested portion of your account, the non-vested portion of your account will be forfeited when you take your distribution. (Participants who terminate employment with a 0% vested percentage are deemed to take a distribution when they terminate.) If you are rehired as an employee eligible to participate in the Plan, however, the forfeited amount will be restored to your account if you repay the entire amount previously distributed to you within five years of your reemployment or, if earlier, before you incur five consecutive Breaks in Service. If you do not repay the distribution - or if you are rehired after you have incurred five consecutive Breaks in Service, the forfeited portion of your account balance will remain forfeited and will not be restored. You should consult with your Plan's administrator if you are rehired and interested in repaying the portion of your account balance previously distributed to you.

WHAT HAPPENS IF I BECOME PERMANENTLY DISABLED?

If you become Disabled under the Plan while you were employed by the Employer, you become 100% vested in all your total Account Balance. You are considered to have a Disability when you are unable to engage in any substantial gainful activity because of your disability and your disability is expected to result in your death or is expected to last for a continuous period of not less than 12 months.

HOW ARE CONTRIBUTIONS INVESTED?

Amounts contributed to the Plan are held in a trust created under the Plan. Contributions allocated to your account are invested according to your direction. Each of the investment funds that are offered has different investment objectives. The Administrative Committee has provided you with a description of each of these investment funds. Contact the Administrative Committee if you have questions regarding the different investments offered in the Plan.

WHAT HAPPENS IF I CHANGE MY MIND?

At any time, you can request that changes be made to your Elective Deferrals. The following requests for changes to Elective Deferrals made by 4:00 p.m. ET on a business day will be effective as of the next available payroll after your request is received:

- Increase or decrease the amount of your contribution;
- Suspend your contributions by changing your contributions to 0%; or
- Resume your contributions after you suspended your Elective Deferrals.

The following requests for changes that are received by 4:00 p.m. ET on a business day will be in effect the next business day:

- The investment of your future contributions; or
- Reallocate/transfer your current Account Balance.

WILL I RECEIVE A STATEMENT OF MY ACCOUNT?

You will receive a quarterly statement that shows the activity in your account for the calendar quarter, including contributions and investment earnings.

HOW IS THE VALUE OF MY ACCOUNT DETERMINED?

The value of your Account Balance can change depending on several factors, which include:

(a) Contributions that are made to the account;

(b) Increases or decreases in the market value of investments;

(c) Cost of investment management expenses, transactional costs and service charges (contact the administrator at the Company for information on these expenses, transactional costs and service charges, if any) ; and

(d) Loans and loan repayments.

All investments involve some risk. Thus, the value of the different investments may go down as well as up and the value of your account will vary accordingly. The statement of your account will reflect all transactions affecting the value of your account.

WHEN CAN I RECEIVE PLAN BENEFITS?

Benefits are payable to you after you leave the Company for any reason (retirement, termination, Disability or death):

- If you leave the Company, you can receive your vested benefit in a single lump sum payment or have the payment paid as a "direct rollover" to an individual retirement account or individual

retirement annuity (an "IRA") or to another employer's tax qualified plan. If you are eligible to establish a Roth IRA, you also may elect a direct rollover of your vested benefit to a Roth IRA.

- If you leave the Company, and the value of your vested account balance (minus any rollover contribution account but including any outstanding loan balance) is $5,000 or less on the Valuation Date coincident with or immediately following your termination of employment, the Company can cash your entire vested account balance out of the Plan. Under your Plan, if you are determined to be a cashout-eligible participant as described in the preceding sentence, your entire vested account balance (excluding any outstanding loan) is greater than $1,000, and you have not elected to (a) receive your vested benefit in the form of a single lump sum payment, or (b) have the payment paid as a "direct rollover" to an IRA or to another employer's tax qualified plan, it will automatically be rolled over to an IRA established by an IRA provider selected by the Company.

  If your account balance is automatically rolled over to an IRA, the IRA provider selected by your Company will establish an IRA for your benefit and the amount rolled over will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Fees and expenses for the IRA will be charged against your account unless you contact the IRA provider and request to make payment of the fees out-of-pocket. You may also contact the IRA provider at any time to request a distribution or rollover of your IRA balance.

  Contact the Administrative Committee for further information regarding the Plan's procedures with regard to the automatic rollover process, the IRA provider that the Company has selected to hold automatic rollover IRAs for the Plan, and the IRA investment vehicle, as well as fees and interest rate earned on the account. The name, address, and telephone number of the Administrative Committee may be found in the Miscellaneous Items Section at the back of this Summary Plan Description.

- If your Account Balance (excluding any rollover contribution account but including any outstanding loan balance) is greater than $5,000 as of the Valuation Date coincident with or immediately following your termination of employment, in addition to either a lump sum or direct rollover, you may choose to receive installments or defer receiving payments until age 70½. If you choose to defer payments, your account will continue to be invested the way you direct and will be adjusted for any gains or losses which occur.

- Effective as of the date your plan is converted to the ADP recordkeeping system distributions are only permitted in cash. Any other noncash form of distribution that may have been available under the terms of the plan prior to the date your plan is converted to the ADP recordkeeping system are not available.

- In the event of your death before termination of Employment and before distribution of your benefits has begun, you will be 100% vested. Upon your death, your vested Account Balance will be payable in a single lump sum to your beneficiary. If your beneficiary is your surviving spouse, he or she may elect to roll over a lump sum distribution to another qualified plan or IRA. A non-spouse beneficiary may elect a direct rollover of a lump sum distribution to an IRA in accordance with and to the extent permitted under guidance issued by the Internal Revenue Service. Beneficiaries eligible to establish a Roth IRA may also elect a direct rollover of a lump sum distribution to a Roth IRA, in accordance with and to the extent permitted under guidance issued by the Internal Revenue Service. The Plan's administrator is not responsible for

determining eligibility to elect a direct rollover to a Roth IRA. Please see the section of this SPD entitled "How Are My Distributions From the Plan Taxed" for further important information about direct rollovers to a Roth IRA of a lump sum distribution. If you are not married, you may name anyone as your beneficiary, or change your beneficiary at any time on a form provided for that purpose. If you are married, you must name your spouse as beneficiary unless your spouse consents to the selection of someone else. Unless otherwise elected, the beneficiary will be your spouse or, if you have no surviving spouse, your descendants, or if you have no surviving descendants, your beneficiary will be your estate. Payment will be made to your designated beneficiary as soon as administratively possible.

- If you continue working for the Company after age 70½ and you are a more than 5% owner, you must begin to receive your benefits by April 1 following the year in which you reach age 70½, even if you are still employed at the time. If you are not a 5% owner, you must begin to receive your benefits by April 1 following the later of the year in which you reach age 70½ or terminate Employment.

- If you were a participant in the Plan prior to the date your plan converted to the ADP recordkeeping system, please contact your Plan administrator or refer to the SPD that was in effect for your Plan prior to the date your plan converted to the ADP recordkeeping system for information on any additional termination distribution rights that may be available to you. Similarly, if you previously participated in a plan that was merged into the Plan, please contact your Plan's administrator for information on any additional termination distribution rights that may be available to you.

HOW ARE MY DISTRIBUTIONS FROM THE PLAN TAXED?

Distributions from this Plan that are received by you or your beneficiary are subject to current income taxes. However, under certain circumstances, such as a distribution to your spouse as your beneficiary, the income taxes on Plan distributions may be postponed or reduced. You will receive additional information about distributions from the Plan at the time you or your beneficiary is entitled to receive a benefit.

Distribution rules provide that any part of a distribution (including after-tax contributions) from a qualified plan (such as this Plan) can be rolled over to an eligible retirement plan. "Eligible retirement plans" to which a distribution may be rolled over include another employer's tax-qualified retirement plan; a §403(a) qualified annuity plan; a governmental §457 plan; a §403(b) tax-sheltered annuity; or an IRA. Note: After-tax contributions may only be rolled over to a qualified defined contribution plan or an individual retirement account or annuity that agrees to separately account for those contributions. Rollovers of after-tax contributions, if any, to an employer's qualified plan or §403(b) annuity must be transferred directly to the receiving plan (a "direct rollover"). It is your responsibility to confirm that the plan to which you intend to roll over your distribution will accept the rollover from this Plan. Certain types of distributions are *not* eligible to be rolled over. These include distributions that are one of a series of substantially equal payments made over the life (or joint life expectancies) of the participant and his or her beneficiary, or over a specified period of 10 years or more, hardship withdrawals or a minimum required distribution under the Internal Revenue Code.

You are permitted to elect to have any distribution that is eligible for rollover treatment transferred

directly to an eligible retirement plan (a "direct rollover" or "direct transfer"). You will receive a written explanation of your distribution options within a reasonable period of time before receiving a distribution that is eligible to be rolled over.

If you elect to have your benefit transferred as a direct rollover to an eligible retirement plan, then you must provide the administrator at your Company, in a timely manner, with information regarding the transferee plan. The administrator at your Company is entitled to reasonably rely on the information that you provide to him or her, and will not independently verify it.

Federal income tax withholding at a rate of 20% is required on any taxable distribution that is eligible to be rolled over but is not transferred directly to an eligible retirement plan. You cannot elect to forego withholding on these distributions. The only exception to this requirement is if your vested benefit is less than $200. Such amounts may also be subject to a 10% penalty tax if they are distributed before you attain age 59-1/2, but this amount is not withheld from a distribution. Mandatory 20% federal income tax withholding also applies to any eligible rollover distribution to your surviving spouse or non-spouse beneficiary that is not directly rolled over.

If you elect a direct rollover of your benefit to a traditional IRA, your direct rollover will not be subject to federal income tax withholding at the time of the transfer.

If you wish to elect a direct rollover of your benefit to a Roth IRA, please note that any such direct rollover to a Roth IRA must be included in gross income, but is not subject to 10% excise tax for premature distributions. If a participant, beneficiary or alternate payee elects a direct rollover of a distribution to a Roth IRA, no amount will be withheld from the direct rollover for federal income tax purposes. ***CAUTION: This means that a participant, beneficiary, or alternate payee making this election will be responsible for making sure he/she is able to pay the full amount of all required income taxes in connection with such a direct rollover. For this reason, participants, beneficiaries and alternate payees considering a direct rollover to a Roth IRA are strongly encouraged to consult their tax advisor before making this election.*** If this Plan generally permits distribution and in-service withdrawal elections to be made on-line, please note that you may need to complete a paper form to make this particular election. Please contact your Plan's administrator for further information.

You may want to consult with a professional tax advisor before you take a distribution of your benefits from the Plan. You may want to discuss other alternative methods available to you to defer the payment of taxes as well as applicable federal, state and/or local tax rules that may affect your distribution.

MAY I WITHDRAW FUNDS WHILE STILL EMPLOYED?

You may withdraw all or part of your vested Account Balance once you reach age 59½. You may also withdraw any or part of your Rollover Contributions Account in the Plan, as well as any After-Tax Contributions that may be held in your account in the Plan at any time and at any age. If you were a participant in the Plan prior to the date the Plan was converted to the ADP recordkeeping system, or in a plan that was merged into the Plan, please contact your Plan administrator or refer to the SPD that was in effect prior to the date the Plan was converted to the ADP recordkeeping system for information on any additional in-service distribution rights that may be available to you.

In the event of a financial hardship you may withdraw your own Elective Deferrals (excluding earnings on your Elective Deferrals).

To make a hardship withdrawal under current Internal Revenue Service rules, you must be able to show that you are suffering an immediate and heavy financial hardship and that the money cannot be obtained from any other source. You must take any non-hardship in-service withdrawals that may be available to you under the Plan before you may obtain a hardship withdrawal. You also must first obtain the maximum available loan under the Plan. You will not be required to take the maximum available loan before receiving a hardship withdrawal to the extent that repaying the loan would increase the amount of your hardship. If you either do not take a loan or take a loan of less than the maximum available amount before requesting a hardship withdrawal, you must certify to your Plan's administrator in writing that repaying the maximum available loan amount would increase the amount of your hardship. You will need to contact your Plan's administrator if you need to provide this certification.

Circumstances that qualify as an immediate and heavy financial hardship are:

(a) Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse, your dependent or your primary beneficiary under the Plan or necessary for you, your spouse, dependent or your primary beneficiary under the Plan to obtain medical care;

(b) Costs directly related to the purchase of your principal residence (excluding mortgage payments);

(c) Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or dependent or your primary beneficiary under the Plan;

(d) Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;

(e) Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents or your primary beneficiary under the Plan; or

(f) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code (determined without regard to whether the loss exceeds 10% of adjusted gross income).

For this purpose, a "primary beneficiary under the Plan" is an individual who is named as your beneficiary under the Plan and has an unconditional right to all or a portion of your account balance if you die. In addition, the amount of your hardship withdrawal must be no more than the amount necessary to satisfy your immediate and heavy financial need, plus any income taxes or penalties

which are expected to result from the distribution. The minimum permitted hardship withdrawal is $500.

As previously explained, a hardship withdrawal is not considered to be an eligible rollover distribution by the IRS. The hardship withdrawal may be subject to a 10% excise tax imposed by the IRS. You will be suspended from making elective contributions for 6 months after you receive a hardship withdrawal that includes Elective Deferrals.

If you are a qualified member of the reserves, you also may be eligible to request a qualified reservist distribution. A qualified reservist distribution is an exception to Plan restrictions on withdrawal of elective deferrals. Further, the extra 10% tax on a payout before age 59½ does not apply to a qualified reservist distribution. A qualified reservist distribution from the Plan is:

- attributable to Pre-Tax Elective Deferrals,
- available to a person who because he or she is a member of a reserve component was ordered or called to active duty for more than 179 days (or for an indefinite period), and
- made during the period that began or begins on the date of the order or call to duty and ended or ends at the close of the active-duty period.

A person who receives or received a qualified reservist distribution may, during the two-year period that begins on the day after the end of his or her active-duty period, contribute to an IRA an amount up to the amount of the qualified reservist distribution. Although the limits on IRA contributions don't apply to this special contribution, no deduction is allowed for it. This provision applies to a person ordered or called to active duty after September 11, 2001 and applies to a distribution after September 11, 2001.

HOW DO LOANS WORK?

Loans will be made on a uniform and non-discriminatory basis. Sole proprietors, partners and certain shareholder/employees that were excluded from taking a plan loan under prior law prior to 2002 are eligible to take a loan from the Plan.

The minimum loan is $500. You can borrow up to 50% of your vested Account Balance to a maximum of $50,000. However, the $50,000 amount in the preceding sentence is reduced by the highest outstanding loan balance you had under the Plan during the previous one-year period.

Loans must be fully repaid through payroll deductions within 5 years unless the loan is used for the purchase of your primary residence. Loans used to purchase your primary residence may be repaid within a period of no more than 30 years. You have to repay any outstanding loan before a new loan can be made.You may prepay an outstanding loan in full, by certified check, at any time.

The interest rate for a loan will be the rate in effect in the month your loan is effective. The interest rate is the prime rate as published in *The Wall Street Journal* on the 14th of each month, plus two percentage points. This interest rate is effective for any loan processed as of the 16th day of the month.

When you take a loan from the Plan, your repayment of the loan is secured by your Account Balance. If you terminate Employment, any remaining payments are due immediately unless you are a party in interest. If you qualify as a party in interest you may continue to repay your loan after termination of Employment. If you do not repay the loan, the outstanding loan balance will be included in your gross income for federal income tax purposes as if it were distributed to you. If you die with an outstanding loan balance, your death will cause your loan to be in default, and your outstanding loan balance will be regarded as if it were distributed to you.

If you enter into a period of military leave, your loan repayments will be suspended for the duration of your leave. If you enter into a leave of absence without pay, or at a rate of pay (after employment and income tax withholding) that is less than your required loan installments, your loan repayment obligation will be suspended for up to one year (or until the date your final loan payment is due, if earlier). If you do not resume repayments within any administrative grace period provided under the ADP Prototype Program after you return from a leave of absence (or when the suspension of your repayment obligation ends, if earlier, as explained in this paragraph), your loan will be in default and will be included in your gross income for federal income tax purposes as if it were distributed to you.

IF I RECEIVED A DISTRIBUTION FROM ANOTHER ELIGIBLE RETIREMENT PLAN, MAY I CONTRIBUTE THAT AMOUNT TO THE PLAN?

Yes. You may make a Rollover Contribution of benefits, in cash (exclusive of any outstanding notes on plan loans), from an "eligible retirement plan" to this Plan. You may not make a Rollover Contribution to the Plan that includes any voluntary nondeductible, i.e., "after-tax" contributions.

You may make a Rollover Contribution to this Plan from the following types of eligible retirement plans:

- a traditional IRA (rollovers from IRAs are limited to taxable distributions, i.e., your non-taxable IRA contributions plus earnings on any of your IRA contributions whether taxable or not);
- a SIMPLE IRA (as long as the SIMPLE IRA has been in existence for at least two years at the time of the distribution);
- an employer's qualified plan;
- a §403(a) qualified annuity plan;
- a governmental §457 plan; or
- a §403(b) tax-sheltered annuity.

You may request a direct transfer of your account in an eligible retirement plan or you may be able to roll over a distribution which was tax deferred (i.e., does not include any "after-tax" contributions), but with respect to a rollover you must do so within 60 days of receiving a distribution from the other plan.

WHAT ARE THE TOP-HEAVY PROVISIONS?

A top-heavy plan is a plan in which more than 60% of the combined Account Balances held under the Plan belong to "key employees". Key employees are generally officers, shareholders, and owners who earn above a certain compensation level and/or own more than a specified interest in the Company. If the Plan becomes top-heavy under applicable Internal Revenue Service rules, the Plan would be required to provide for minimum contributions and top-heavy vesting. The minimum contribution is generally a contribution by the Company allocated to all non-Key Employees who are eligible Participants employed on the last day of the Plan Year equal to 3% of their eligible earnings (without regard to any exclusions from eligible earnings that your employer may have elected under the Plan) unless all key employees receive a contribution of less than 3% of their eligible earnings. The amount you contribute to the Plan as an Elective Deferral is not included in calculating the 3% minimum contribution which may be required but is included in determining the contribution made on behalf of key employees. The 3% allocation will be made under this Plan or may be made under another defined contribution plan if the Company maintains one. Please note that if the Company maintains a defined benefit plan in which a participant also participates in addition to this Plan, the minimum contribution is 5%. In this case, the minimum contribution will be satisfied by providing for an accrued benefit under the defined benefit plan or by making the 5% contribution either to this Plan or to another defined contribution plan maintained by the Company. For more information on how a top-heavy contribution, if any, will be satisfied under the Plan, please contact the Plan's administrator.

WHAT ADMINISTRATIVE FEES ARE CHARGED TO YOUR PLAN ACCOUNT, AND HOW ARE THEY ASSESSED?

If you request or receive a distribution of all or a portion of your Account Balance (whether in-service or following the date you leave the Company) or a plan loan , certain administrative fees that are charged by the plan's recordkeeper for the processing of these transactions will be charged directly against your Account Balance. These fees will be taken pro-rata from all of the mutual funds and collective investment funds in which your Account Balance is invested at the time the fees are taken from your account. The fees will not reduce the proceeds of the transaction requested (other than upon a complete distribution of your Account Balance). The amount of the fees will be communicated to you separately in writing or electronically by the Plan Administrator. The Plan Administrator will notify you of any changes to these fees.

WHAT FEES ARE CHARGED BY THE INVESTMENT FUNDS HELD IN YOUR ACCOUNT?

The investments in the Plan do not charge you commissions or sales loads for purchasing shares or investment units with your Plan account. Many of the investment funds available under the Plan do, however, pay fees and incur expenses that will most likely have an impact on your account balance. These investment fees and other expenses may reduce the returns generated by investment funds in which you invest. For example, investment options (such as mutual funds) pay an investment manager a fee for the management of the fund. In addition, some of the investment options pay "asset-based" fees (that is, fees based on the total assets invested in the fund) to various service providers, which may include the Plan's recordkeeper, for other investment and administrative services provided to the investment fund. For more information about the fees charged or paid by various investment options, please review the investment fund prospectus, or if the investment option does not have a prospectus, the information provided to you about the option, such as a Fund Fact

Sheet or Fund Booklet. These documents, and other information about these fees, can be found on the Participant Website or by contacting your Plan administrator.

ADDITIONAL ITEMS

A. BENEFIT CLAIMS PROCEDURES

Under the Plan, you generally will receive your benefit as a matter of course. However, in certain cases, you or your beneficiary may wish to request Plan benefits that you believe you are entitled to (all references herein to "you" shall include your beneficiaries). Any such request must be made by you or your authorized representative in writing, and it should be filed with the Administrative Committee. If you or your authorized representative file a claim under the Plan, you will be referred to as the "Claimant". *Note: If your Plan is subject to a collective bargaining agreement and the agreement contains certain provisions, then the procedures for resolution of claims set forth in that collective bargaining agreement will take the place of this claims procedure as permitted by Department of Labor regulations. Please contact your Plan administrator if you have questions regarding whether a collective bargaining agreement's claims procedures apply to you.*

General Claims Procedures

If the Claimant's claim is denied in whole or in part, the Administrative Committee will provide a written notice of denial to the Claimant or the Claimant's authorized representative within a reasonable period of time, but no later than 90 days after the Administrative Committee receives the claim. The 90-day period will begin to run once a claim is filed, without regard to whether the Claimant has provided all the information necessary to make the benefit determination. If the Administrative Committee determines that special circumstances require an extension beyond the initial 90-day period, the Administrative Committee will notify the Claimant or the Claimant's authorized representative in writing of the special circumstances that make the extension necessary and the date by which a decision may be expected before the end of the initial 90-day period. Any such extension may not exceed 90 days from the end of the initial 90-day period.

The Administrative Committee's notice of denial will explain the reason for the denial, refer to the specific Plan provisions on which the denial is based, describe any additional information or material needed from the Claimant to perfect his or her claim and why this information or material is necessary, and describe the Plan's claims review procedures and time limits.

Within 60 days after receiving the notice of denial, the Claimant or the Claimant's authorized representative may submit a written appeal of the denial to the Administrative Committee. The Claimant or the Claimant's authorized representative may, free of charge, review and request copies of relevant documents, records, and other information relevant to the claim. The Claimant's appeal may include written comments, documents, records, and other information relating to the claim, regardless of whether the information was submitted

or considered as part of the Claimant's initial claim for benefits.

The Administrative Committee will review the appeal and make a determination within a reasonable period of time, but no more than 60 days after the Administrative Committee receives the appeal. If the Administrative Committee determines that special circumstances require an extension, the Administrative Committee will notify the Claimant or the Claimant's authorized representative in writing of the special circumstances that make the extension necessary and the date by which a decision may be expected before the end of the initial 60-day period. Any such extension may not exceed 60 days from the end of the initial review period.

The Administrative Committee will provide a written determination on appeal which will explain the reasons for the decision, refer to the provisions of the Plan on which the decision is based, and inform the Claimant or the Claimant's authorized representative of any additional rights the Claimant may have. The determination on appeal by the Administrative Committee is the final determination under this claims procedure.

Disability Claims Procedures

If the Claimant's claim for benefits involves a disability determination and the Plan defines disability in a manner that requires the Plan to determine if the Claimant is disabled, the special claims procedures set forth below will apply. If, however, the Plan defines disability by reference to a determination of disability made by the Social Security Administration or pursuant to the Employer's long term disability plan, then the General Claims procedures described above will apply.

If the Claimant's claim is denied in whole or in part, the Administrative Committee will notify the Claimant or the Claimant's authorized representative within a reasonable period of time, but no later than 45 days after the Administrative Committee receives the claim. The 45-day period will begin to run once a claim is filed, without regard to whether the Claimant has provided all the information necessary to make the benefit determination. If the Administrative Committee determines that an extension is needed for reasons beyond the Administrative Committee's control, it may take up to two 30-day extensions for consideration of the claim. If the Administrative Committee takes an extension, the Administrative Committee will notify the Claimant or the Claimant's authorized representative in writing of the reason for the extension and the date by which a decision is expected before the end of the initial 45 day period (or, for a second extension, before the end of the first extension). The notice of extension will include an explanation of the standards on which the entitlement to the benefit claimed is based, the unresolved issues that are preventing a decision, and the additional information needed to resolve the issues. If the Administrative Committee requests additional information, the Claimant or the Claimant's authorized representative will have at least 45 days after receipt of the notice of extension to provide the information. The period during which the Administrative Committee waits for the Claimant or the Claimant's authorized representative to respond to the request for

information will not count against the 30-day extension period (i.e. the 30-day extension period will be tolled from the date the notice of extension is sent to the Claimant or the Claimant's authorized representative to the date on which the Claimant or the Claimant's authorized representative responds to the request for additional information).

The Administrative Committee's notice of denial will explain the reason for the denial, refer to the specific Plan provisions on which the denial is based, describe any additional information or material needed from the Claimant to perfect his or her claim and why this information or material is necessary, and describe the Plan's claims review procedures and time limits. Additionally, if the Administrative Committee relies on an internal rule, guideline, or protocol in denying the claim, it will either provide a copy of the rule, guideline or protocol, or indicate that a rule, guideline or protocol was relied upon and is available free of charge to the Claimant or the Claimant's authorized representative on request.

Within 180 days after receiving the notice of denial, the Claimant or the Claimant's authorized representative may submit a written appeal of the denial. The Claimant or the Claimant's authorized representative may review and request copies of relevant documents, records, and other information relevant to the claim free of charge. Further, upon request by the Claimant or the Claimant's authorized representative, the identity of any medical or vocational expert whose advice was obtained in connection with the claim will be disclosed, regardless of whether his or her advice was relied upon in making the determination. The Claimant's appeal may include written comments, documents, records, and other information relating to the claim, regardless of whether it was submitted or considered as part of the initial application.

The Claimant's appeal will be reviewed by an appropriate Plan fiduciary (the "Reviewing Fiduciary") who is neither a member nor a subordinate of the Administrative Committee or its members. The Administrative Committee's initial decision shall not be given any deference. If the initial decision was based in whole or in part on a medical judgment, the Reviewing Fiduciary will consult with a health care professional with appropriate training and experience in the medical field involved. The Reviewing Fiduciary will not consult with a health care professional who was consulted in connection with the initial review of the claim or a subordinate of any such professional.

The Reviewing Fiduciary will review the appeal and make a determination within a reasonable period of time, but no more than 45 days after the Reviewing Fiduciary receives the appeal. If the Reviewing Fiduciary determines that special circumstances require an extension, it will notify the Claimant or the Claimant's authorized representative in writing of the special circumstances and the date by which a decision may be expected before the end of the initial 45-day period. Any such extension may not exceed 45 days from the end of the initial review period.

The Reviewing Fiduciary will provide a written determination on appeal which will explain

the reasons for the decision, refer to the provisions of the Plan on which the decision is based, and inform the Claimant or the Claimant's authorized representative of any additional rights the Claimant may have. If the Reviewing Fiduciary relies on an internal rule, guideline, or protocol in denying the claim, the Reviewing Fiduciary will either provide a copy of the rule, guideline or protocol, or indicate that a rule, guideline or protocol was relied upon and is available free of charge to the Claimant or the Claimant's authorized representative on request. The determination on appeal by the Reviewing Fiduciary is the final determination under this claims procedure.

B. PENSION BENEFIT GUARANTY CORPORATION

The Pension Benefit Guaranty Corporation does not insure benefits under the Plan. The reason is that plans that provide for individual accounts, such as the Plan, are excluded under the ERISA provisions that provide for such insurance coverage.

C. INVESTMENT INFORMATION

The Plan is called "an individual account plan". This means that you and all other participants have their own account in the Plan. The Plan is intended to satisfy the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). An ERISA Section 404(c) plan is an individual account plan which is designed to provide you with the opportunity to exercise control over the assets in your individual account, and also provides you with the opportunity to choose, from among a range of investment funds, the manner in which the assets in your account are invested. This means that you will have the responsibility for the investment decisions you make and neither ADP nor the Trustee nor the Company will have any liability to you under ERISA for any investment losses that may result from your decisions.

Please note that your ability to direct the investment of your Plan account is subject to any restriction or limitation imposed by the underlying investment funds and/or your Plan, in particular, policies with respect to excessive trading (also known as market timing). The Plan's recordkeeper has put into place systematic solutions reasonably designed to assist investment fund companies with enforcing policies on and prohibitions relating to excessive trading. Any and all restrictions that the Plan's recordkeeper is enforcing will be identified to participants on the Plan's participant Web site, as well as through its Voice Response System, and may in the future also be disclosed in published materials. In addition, at any time an investment fund or manager may limit or refuse to honor your investment election if it determines that it would result in excessive trading and/or would otherwise be adverse to the interests of the other shareholders and/or the investment fund, and/or would otherwise violate a policy of the underlying investment fund, and may require the Plan's recordkeeper to impose restrictions upon your ability to engage in transactions in an investment (or multiple investments).

The Company will provide you with the following information at your request:

- A description of the annual operating expenses of each designated investment, which reduces your rate of return and the aggregate amount of such expenses, expressed as a percentage of average net assets,

- Copies of any financial statements and reports and any other materials relating to investments under the Plan,

- A list of the assets comprising the portfolio of each investment and the value of each such asset,

- Information concerning the share value of each investment,

- Information concerning the share value of the investments in your account.

D. ERISA RIGHTS

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

1) Examine without charge at the office of the Administrative Committee all documents governing the Plan, including collective bargaining agreements, if any, 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;

2) Obtain copies of all documents governing the operation of the Plan, including collective bargaining agreements, if any, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description upon written request to the Administrative Committee. A reasonable charge may be made for the copies;

3) Receive a summary of the Plan's annual financial report. The Company is required by law to furnish each participant with a copy of this summary annual report; and

4) Obtain a statement telling you whether you have a right to receive benefits under the Plan and if so, what your benefits would be if you leave the Company. If you do not have a right to Plan benefits, the statement will tell you how many more years you must work to earn a right to benefits. This statement must be requested in writing; it is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who administer your 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 any), or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit under the Plan 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 may take to enforce the above rights. For instance, if you request materials 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 Administrative Committee to provide the materials and to pay you up to $110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Administrative Committee. 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 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 the costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds that your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrative Committee. If you have any questions about this statement or about your rights under ERISA, you should 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.

E. NON-ASSIGNMENT OF BENEFITS

You may not assign the benefits provided for you by the Plan, nor are these benefits subject to the claims of any creditor, unless otherwise provided by law. One exception to this rule is the "Qualified Domestic Relations Order". A Qualified Domestic Relations Order is defined as a judgment, decree or court order, approving property settlement agreements, and/or relating to child support, alimony or marital property rights of a spouse, child or other dependent of a participant. To be binding, a Qualified Domestic Relations Order must

specify certain required legal information and cannot alter the amount or form of benefits payable under the Plan. You may obtain a copy of the procedures that the Plan's administrator uses to determine if an order is a Qualified Domestic Relations Order without charge.

F. RIGHTS TO EMPLOYMENT

The existence of the Plan does not affect the employment rights of any employee or the rights of the Company to discharge an employee.

G. FUTURE OF THE PLAN

While the Company hopes and expects to continue the Plan indefinitely, it reserves the right to terminate, discontinue making contributions to, amend or modify the Plan at any time, acting through written resolution of the controlling entity of the Company. Upon termination of the Plan, you will become 100% vested in your total Account Balance. The Company will arrange for distributions upon Plan termination as soon as administratively feasible.

H. VETERAN'S RIGHTS

If you are a returning veteran, special rules apply to your Elective Deferrals made to the Plan. In general, re-employed veterans are permitted to make additional Elective Deferrals with respect to their period of military service during a period which begins on their date of reemployment and has the same length as the lesser of (a) the period of their absence due to uniformed service, multiplied by 3 or (b) 5 years. If you are a returning veteran and believe you may be entitled to contribute under these special provisions, please contact the Company.

I. MISCELLANEOUS ITEMS

Plan Name:	Presence Marketing Inc Retirement Plan
Plan Sponsor:	Presence Marketing Inc 12 Executive CT Suite 1 South Barrington, IL 60010 (847) 277-9500
Participating Affiliates:	Presence West Inc Presence East Inc Dynamic Presence Inc Presence Northwest Inc Presence Southwest Inc Dynamic Presence Northwest, Inc. Dynamic Presence East, Inc. Dynamic Presence Southwest, Inc. Dynamic Presence Rocky Mountains, Inc. Dynamic Presence West, Inc
Original Effective Date:	January 1, 1996
Amendment and Restatement Date:	This Summary Plan Description describes the Plan as of January 1, 2013
Employer I.D. Number:	363706401
Plan Number:	001
Type of Plan:	401(k)/profit sharing plan
Plan Year:	Calendar Year
Year on which Plan's Records are Kept	Calendar Year
Administrative Committee or committee designated by Presence Marketing Inc to administer the Plan.	Consult your Human Resources Department or Office Manager: Presence Marketing Inc 12 Executive CT Suite 1 South Barrington, IL 60010 (847) 277-9500
Trustee:	Reliance Trust Company 1100 Abernathy Road

	500 Northpark, Suite 400 Atlanta, GA 30328 Attn: Sharon H. Ennis
Service of Process:	Either the Trustee at the Trustee's address listed above or the Plan administrator at the Presence Marketing Inc's address listed above

If your Plan is maintained pursuant to a Collective Bargaining Agreement, a copy of the Collective Bargaining Agreement may be obtained upon written request to the Plan's administrator, and is available for examination.

B. Summary of Accounting Policies

Basis of Accounting

The financial statements of the plan are prepared on the accrual basis of accounting.

Investment contracts held by a defined-contribution plan are required to be reported at fair value. However, contract value is the relevant measurement attribute for that portion of the net assets available for benefits of a defined-contribution plan attributable to fully benefit-responsive investment contracts because contract value is the amount participants would receive if they were to initiate permitted transactions under the terms of the plan. The Statement of Net Assets Available for Benefits presents the fair value of the investment contracts as well as the adjustment of the fully benefit-responsive investment contracts from fair value to contract value. The Statement of Changes in Net Assets Available for Benefits is prepared on a contract value basis.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, and disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation includes the plan's gains and losses on investments bought and sold as well as held during the year.

Notes Receivable from Participants

Notes receivable from participants are measured at their unpaid principal balance plus any accrued but unpaid interest. Delinquent participant loans are reclassified as distributions based upon the terms of the plan document.

Payment of Benefits

Benefits are recorded when paid.

Operating Expenses

All expenses of maintaining the plan are paid by the company.

Subsequent Events

The plan has evaluated subsequent events through July 10, 2013 the date the financial statements were available to be issued.

C. Plan Termination

Although it has not expressed any intent to do so, the company has the right under the plan to discontinue its contributions at any time and to terminate the plan subject to the provisions of ERISA. In the event of plan termination, participants would become 100 percent vested in their employer contributions.

D. Tax Status

The IRS has determined and informed the company that the plan and related trust are designed in accordance with applicable sections of the Internal Revenue Code (IRC). Although the plan has been amended since receiving the determination letter, the plan administrator and the plan's tax counsel believe that the plan is designed and is currently being operated in compliance with the applicable requirements of the IRC and therefore believe that the plan is qualified and the related trust is tax-exempt.

Accounting principles generally accepted in the United States of America require plan management to evaluate tax positions taken by the plan and recognize a tax liability (or asset) if the plan has taken an uncertain position that more likely than not would not be sustained upon examination. The plan administrator has analyzed the tax positions taken by the plan, and has concluded that as of December 31, 2012, no uncertain positions are taken or are expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The plan administrator believes it is no longer subject to income tax examinations for years prior to 2009.

E. Risks and Uncertainties

The plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect participants' account balances and the amounts reported in the statement of net assets available for benefits.

F. Fair Value Measurements

FASB ASC 820 provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1	Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.
Level 2	Inputs to the valuation methodology include • quoted prices for similar assets or liabilities in active markets; • quoted prices for identical or similar assets or liabilities in inactive markets; • inputs other than quoted prices that are observable for the asset or liability; • inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.
Level 3	Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2012 and 2011.

Note: Note that information contained herein for fair value disclosures is based upon information for the PRESENCE MARKETING INC RETIREMENT PLAN. This illustrative disclosure is not representative of all types of investment securities and does not represent the classification for every instance of such investment securities. It should not be assumed that these methodologies are the only appropriate methodologies for these types of assets. As stated in FASB ASC 820-10-35-5, "The principle (or most advantageous) market (and thus, market participants) should be considered from the perspective of the reporting entity, thereby allowing for differences between and among entities with different activities." Plan sponsors will have to evaluate the appropriate classification for each type of investments securities based upon the plan's portfolio and actual fair valuation techniques used.

Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual funds: Valued at the net asset value of shares held by the plan at year end.

Guaranteed investment contract: Valued at fair value by discounting the related cash flows based on current yields of similar instruments with comparable durations considering the credit-worthiness of the issuer.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Attachment to 2012 Form 5500
Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value	(d) Cost	(e) Current value
	ALLIANCEBERN GLOBAL BOND - A	REGISTERED INVESTMENT COMPANY		8,643
	BLACKROCK MID CAP VAL OPP FD-A	REGISTERED INVESTMENT COMPANY		294,193
	BLACKROCK BALANCED CAPITAL - A	REGISTERED INVESTMENT COMPANY		125,397
	DELAWARE DIVERSIFIED IN FND -A	REGISTERED INVESTMENT COMPANY		805,189
	HARTFORD DIVIDEND & GROWTH -R4	REGISTERED INVESTMENT COMPANY		617,124
	DELAWAREHIGHYIELDOPP-A	REGISTERED INVESTMENT COMPANY		274,729
	MFS RESEARCH INTERNATIONAL - A	REGISTERED INVESTMENT COMPANY		649,888

Attachment to 2012 Form 5500
Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value	(d) Cost	(e) Current value
	OPP MAIN ST SM & MID CAP A	REGISTERED INVESTMENT COMPANY		491,183
	BLACKROCK S&P 500 FUND - I	REGISTERED INVESTMENT COMPANY		266,896
	LA SHORT DURATION INC - A	REGISTERED INVESTMENT COMPANY		45,747
	COLUMBIA CONTRARIAN CORE A	REGISTERED INVESTMENT COMPANY		269,017
	GS MID CAP VALUE FUND - A	REGISTERED INVESTMENT COMPANY		629,329
	READY ASSETS PRIME MONEY	REGISTERED INVESTMENT COMPANY		713,495
	AM FND CAP WORLD GR AND INC-R3	REGISTERED INVESTMENT COMPANY		483,320

Attachment to 2012 Form 5500
Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value	(d) Cost	(e) Current value
	JENNISON MID-CAP GROWTH - A	REGISTERED INVESTMENT COMPANY		274,744
	WELLS FARGO ADV LG CAP GRTH A	REGISTERED INVESTMENT COMPANY		704,653
	PARTICIPANT LOANS	INTEREST RATES (5.25% TO 7.00%)		164,481

Schedule C, Line 2(h) Formula Description

For those service providers listed on Line 2 for which Line 2(h) has been checked "yes":

For a description of indirect compensation received by service providers listed on Line 2 that was disclosed as a formula, please see Line 3(e). Please note: If indirect compensation disclosed as a formula was received by a service provider from more than one source, there will be multiple Lines 3(e) for that service provider.

PRESENCE MARKETING INC. RETIREMENT PLAN

FINANCIAL STATEMENTS

DECEMBER 31, 2012 AND 2011

COSENTINO & ASSOCIATES, LTD.
232 INDEPENDENCE LANE
BLOOMINGDALE, IL. 60108
(630-893-3362)
FAX (630-893-3394)

Independent Auditor's Report

TO: PRESENCE MARKETING INC RETIREMENT PLAN

We were engaged to audit the accompanying financial statements of PRESENCE MARKETING INC RETIREMENT PLAN, which comprise the statements of net assets available for benefits as of December 31, 2012 and 2011, and the related statement of changes in net assets available for benefits for the year ended December 31, 2012, and the related notes to the financial statements.

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Our responsibility is to express an opinion on these financial statements based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matter described in the Basis for Disclaimer of Opinion paragraph, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the plan administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in Note 1, which was certified by Reliance Trust Company, the trustee of the Plan, except for comparing such information with the related information included in the financial statements. We have been informed by the plan administrator that the trustee holds the Plan's investment assets and executes investment transactions. The plan administrator has obtained a certification from the trustee as of December 31, 2012 and 2011, and for the year ended December 31, 2012, that the information provided to the plan administrator by the trustee is complete and accurate.

COSENTINO & ASSOCIATES, LTD.
232 INDEPENDENCE LANE
BLOOMINGDALE, IL. 60108
(630-893-3362)
FAX (630-893-3394)

Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

The supplemental Schedule of Assets held at year ended December 31, 2012 is required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 and are presented for the purpose of additional analysis and are not a required part of the financial statements. Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we do not express an opinion on these supplemental schedules.

Cosentino & Associates, Ltd.

COSENTINO & ASSOCIATES, LTD.
BLOOMINGDALE, IL 60108
July10, 2013

CPA
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PRESENCE MARKETING INC. RETIREMENT PLAN
STATEMENT OF NET ASSETS AVAILABLE FOR BENEFITS

	2012	2011
Assets		
Investments at fair value (See notes)	$6,653,547	$5,018,645
Receivables:		
Notes receivable from participants	165,687	107,609
TOTAL ASSETS	6,819,234	5,126,254
Liabilities		
TOTAL LIABILITIES	0	0
Net assets available for benefits	$6,819,234	$5,126,254

See accompanying notes to financial statements

PRESENCE MARKETING INC. RETIREMENT PLAN
STATEMENT OF NET ASSETS AVAILABLE FOR BENEFITS

	YEAR ENDED December 31, 2012
Additions:	
Additions to net assets attributed to:	
Investment income:	
Net gains on sale of investments	$317,289
Net gains in fair value of investments	224,717
Dividends	118,409
Interest income notes receivable - participants	6,223
Contributions:	
Participant	904,090
Employer	265,275
Rollovers	15,709
Total additions	1,851,712
Deductions:	
Deductions from net assets attributed to:	
Net losses in fair value of investments	0
Benefits paid to participants	156,482
Administrative expenses (see note G)	2,250
Total deductions	158,732
Net increase	1,692,980
Net assets available for benefits:	
Beginning of year	5,126,254
End of year	$6,819,234

See accompanying notes to financial statements

Presence Marketing Inc Retirement Plan
Summary Plan Description

A. SummaryPlan Description

Sooner or later, you're going to need savings to supplement your retirement income. Achieving financial security for your future is not just a matter of how much you earn, but more importantly, it's a matter of how much you save.

By saving regularly through your Company's 401(k) savings Plan, even if only a few dollars each payday, you can accumulate more money in a few years than you would think possible. It is one of the surest ways to give yourself a head start on developing financial security.

Presence Marketing Inc wants to help you meet your financial goals with this Plan. Your savings grow faster with tax-deferred dollars, Company contributions (if any), and investment opportunities. Set your goals high and join the Plan.

This booklet describes the major features of the Presence Marketing Inc Retirement Plan effective as of January 1, 2013. Read this booklet carefully and think about it. The question should not be whether you should join, but how little or how much you should invest for your financial security.

Copies of the Plan and certain related documents are available for your review in the offices of the Company. IF THERE ARE ANY DIFFERENCES BETWEEN THIS DESCRIPTION AND THE TERMS OF THE PLAN DOCUMENT, THE TERMS OF THE PLAN DOCUMENT WILL GOVERN. Likewise, any oral information provided to you regarding the terms of the Plan is not binding on the Plan or the Plan's administrator to the extent it conflicts with the terms of the Plan document.

WHO IS ELIGIBLE TO PARTICIPATE IN THE PLAN?

All employees of Presence Marketing Inc and any participating Affiliates, if applicable are eligible to participate in the Plan upon completing the Plan's eligibility requirements.

WHAT ARE THE PLAN'S ELIGIBILITY REQUIREMENTS?

In order to participate in the Plan you must be a least age 21 and have completed 1 Month of Service. You will receive credit for one Month of Service for each month in which you complete one Hour of Service. An Hour of Service is any hour for which you are paid or are entitled to payment. If you are absent from employment with the Employer because of qualified military service, your military service will count as service for purposes of meeting the Plan's eligibility requirements.

If you terminate employment after becoming a participant in the Plan, or after satisfying the Plan's eligibility requirements but before actually becoming a participant, and are later rehired as an eligible employee, you will become a participant in the Plan on the next Entry Date following your rehire. If you terminate employment before satisfying the Plan's eligibility requirements and are later rehired, you must satisfy the Plan's eligibility requirements before you may participate in the Plan.

WHEN DOES PLAN PARTICIPATION BEGIN?

You will become a participant on the first day of the month following the completion of the eligibility requirements.

HOW DOES THE PLAN WORK?

The basic operation of the Plan is simple:

> You may elect to defer a percentage of your eligible pay every pay period. This contribution is known as your Elective Deferrals. In order to make Elective Deferrals, you must complete an Enrollment Form and return it to the Company prior to the date established by the administrator at your Company, or enroll through the ADP Voice Response System or the Participant Website. You should consult the administrator at your Company to learn which enrollment methods are available for your Company. Your Elective Deferrals will then begin in the first payroll cycle of the following month.
>
> For purposes of the Plan, eligible earnings is defined as compensation as reflected on your Form W-2 including your Elective Deferrals and any other contributions you may have made to a "Section 125" cafeteria plan, and any qualified transportation fringe benefits under Section 132(f)(4) of the Internal Revenue Code (the "Code") , but excluding bonuses and nonqualified plan distributions. If you are self-employed, your eligible earnings will be your Earned Income. For purposes of determining benefits under the Plan, eligible earnings also will include payments made within the later of 2-1/2 months after you sever from employment (as defined under Section 401(k) of the Code) and the end of the Plan Year or Limitation Year (whichever is applicable) that includes your severance date, if they are (1) payments that, absent a severance from employment, would have been paid to you while you continued in employment with the Company and are regular compensation for

services during or outside your regular working hours, commissions, bonuses, or other similar compensation; (2) payments for accrued sick, vacation or other leave (but only if you would have been able to use the leave if your employment continued); or (3) payments you receive under a nonqualified deferred compensation plan (but only if the payments are taxable and would have been paid to you if your employment had continued). If the Company makes "differential wage payments" (defined below) to employees who are on active military duty for a period of more than 30 days, those payments also will be included in eligible earnings. "Differential wage payments" are any payments made by an employer to an individual for any period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days and which represents all or a portion of the wages he or she would have received from the employer if the individual were performing services for the employer. Please note that the inclusion in eligible earnings of any post-termination amounts described in this paragraph is subject to the exclusions from eligible earnings elected by the Company, if any, described earlier in this Section.

The amount of your Elective Deferrals and any additional Company contributions are invested as you direct in accordance with the investment options provided in the Plan. These contributions and any accumulated investment earnings on all contributions will be tax-deferred until you receive a distribution.

The Plan has several features that allow you to tailor it to your own personal needs. You decide whether or not you want to make Elective Deferrals from 1 % to 85 % of your eligible earnings. You decide how all contributions attributable to your total Account Balance are to be invested. You also have the right to change these decisions (see Question "What Happens if I Change my Mind?").

WHAT CONTRIBUTIONS ARE MADE TO THE PLAN?

- **ELECTIVE DEFERRALS**

Your Elective Deferrals to the Plan are made from your eligible earnings before taxes are taken out. You may contribute from 1 % to 85 % (in whole percentages) of your eligible earnings.

- **MATCHING CONTRIBUTIONS**

The Company will make a Matching Contribution equal to 50.0 % of your Elective Deferrals. The Company will not match Elective Deferrals that exceed 5.0 % of your eligible earnings. For example, if you contribute 5.0 % of your eligible earnings to the Plan as an Elective Deferral, the Company will contribute 50.0 % of your Elective Deferral or 2.5 % of your eligible earnings.

Assume instead that you contribute 6 % of your eligible earnings to the Plan as an Elective Deferral. In this case, the Company will make a Matching Contribution equal to 50.0 % of your Elective Deferral but will not match the portion of your Elective Deferral that exceeds 5.0 % of your eligible earnings, and your total Matching Contribution will still be 2.5 % of

your eligible earnings.

You must make Elective Deferrals in order to receive the Matching Contribution. The Matching Contribution is made each pay period that your Elective Deferrals are made and is calculated based on your eligible earnings for that pay period. Once your Elective Deferrals stop, the Matching Contribution also stops.

- **NONELECTIVE CONTRIBUTIONS**

  The Company may decide to make a Nonelective Contribution to the Plan, although the Company is not required to do so. The Nonelective Contribution will be allocated to all employees eligible to participate in the Plan.

  Your share of the Nonelective Contribution is in proportion to your eligible earnings compared to the eligible earnings of the other employees who will also share in the contribution.

ARE THERE ANY LIMITATIONS TO THE AMOUNT I CAN CONTRIBUTE?

Ordinarily, the Internal Revenue Service requires retirement plans that permit employees to defer taxes by making elective contributions to satisfy certain complex tests. Depending on the results of these tests, restrictions on contributions for certain higher paid employees may be necessary.

Congress also limits the annual dollar amount of Elective Deferrals that you can contribute to your account. For 2012, the limit is $17,000. After 2012, this limit will be adjusted for inflation.

Congress also limits the annual eligible earnings to be considered for purposes of qualified plan contributions and testing. For 2012, this limit is $250,000. This limit may also be increased periodically to reflect cost-of-living increases.

Finally, Congress limits the total amount of "annual additions" (contributions made to the Plan by you or by the Company on your behalf) allocated to your account each year. For 2012, this limit is the lesser of 100% of your eligible earnings (without regard to any exclusions from eligible earnings that your employer may have elected under the Plan) or $50,000.

DOES THE PLAN ALLOW "CATCH-UP" CONTRIBUTIONS?

While there are limitations to the amount of Elective Deferrals you can contribute, you will be permitted to exceed those limits if you are eligible to make a "catch-up" contribution. Catch-up contributions are contributions that exceed either a statutory limit (such as the annual limit described above on the annual dollar amount of Elective Deferrals you can contribute to your account - $17,000 for 2012), your Plan's limit on the amount of Elective Deferrals you can contribute to your account, or any restrictions on contributions for certain higher paid employees that may be necessary as a

result of certain tests.

If you are eligible to participate in the Plan and are projected to reach age 50 during a calendar year, you will be eligible to make a catch-up contribution at any time during that calendar year – you do not need to wait until your birthday. (There are special eligibility rules for collectively bargained (union) employees, however, that may delay the availability of catch-up contributions for these employees. If you are a union employee, you should confirm with your Plan's administrator when you will be eligible to make catch-up contributions to the Plan.)

If you are eligible to make catch-up contributions, you should contact your Plan's administrator to learn whether you need to take any special steps to make catch-up contributions under your Plan. If you wish to arrange to make catch-up contributions in excess of your Plan's limit on contributions, you will not be able to do so through either the ADP Voice Response System or the Participant Website; instead, you will have to arrange this through your Plan's administrator.

For 2012, the limit on catch-up contributions is $5,500. After 2012, this limit will be adjusted for inflation.

WHAT DOES VESTING MEAN?

Vesting is your right to the contributions in your total Account Balance. In other words, to be vested refers to that portion of your Account Balance that is yours and which cannot be forfeited. Upon termination of Employment, you are entitled to the entire vested portion of your Account Balance.

You are always 100% fully vested in your Elective Deferral, Safe Harbor (if any such contributions were made to your account) and Rollover (if any) Contribution Accounts.

In some circumstances, the Company may need to make special contributions on your behalf called Qualified Matching Contributions or Qualified Nonelective Contributions. If made, you are always 100% vested in these contribution accounts.

If you terminate Employment due to death, Disability (defined later in this booklet) or attainment of age 65, the Plan's Normal Retirement Age or age 55.0 which is the Early Retirement Age under the terms of the Plan , you will also be 100% fully vested in your total Account Balance.

If you leave the Company for any other reason, you will be vested in your Matching Contributions and your Nonelective Contributions Account according to the following schedule:

Years of Service	Vested %
Less than 1 year	0%
At least 1 year, but less than 2	20%
At least 2 years, but less than 3	40%
At least 3 years, but less than 4	60%
At least 4 years, but less than 5	80%
5 Years or more	100%

If you have employer contributions (other than those discussed above) that were contributed to your account before your Plan converted to the ADP recordkeeping system, these contributions may be vesting on a different vesting schedule. Please consult your Plan administrator if you have any questions.

Your Years of Service for vesting are counted from your date of hire. For vesting, you will be credited with a Year of Service for each Plan Year during which you earn credit for 1,000 Hours of Service. The method of crediting 1,000 Hours of Service for vesting is based on an equivalency method. Under this method of vesting, for each month in which you work at least 1 hour for the Company or an affiliate, if any, you will be credited with 190 Hours of Service for that month. Therefore, if you work at least 1 hour during each month for at least 6 months during a Plan Year, you will receive credit for 1 year of vesting service for that Plan Year.

CAN I FORFEIT ANY PORTION OF MY ACCOUNT?

If you terminate employment before becoming 100% vested in your account balance but do not take a distribution from the Plan, the non-vested portion of your account balance will be forfeited as of the date you have five consecutive Breaks in Service.

If you terminate employment before becoming 100% vested in your account balance and receive a distribution of the vested portion of your account, the non-vested portion of your account will be forfeited when you take your distribution. (Participants who terminate employment with a 0% vested percentage are deemed to take a distribution when they terminate.) If you are rehired as an employee eligible to participate in the Plan, however, the forfeited amount will be restored to your account if you repay the entire amount previously distributed to you within five years of your reemployment or, if earlier, before you incur five consecutive Breaks in Service. If you do not repay the distribution - or if you are rehired after you have incurred five consecutive Breaks in Service, the forfeited portion of your account balance will remain forfeited and will not be restored. You should consult with your Plan's administrator if you are rehired and interested in repaying the portion of your account balance previously distributed to you.

WHAT HAPPENS IF I BECOME PERMANENTLY DISABLED?

If you become Disabled under the Plan while you were employed by the Employer, you become 100% vested in all your total Account Balance. You are considered to have a Disability when you are unable to engage in any substantial gainful activity because of your disability and your disability is expected to result in your death or is expected to last for a continuous period of not less than 12 months.

HOW ARE CONTRIBUTIONS INVESTED?

Amounts contributed to the Plan are held in a trust created under the Plan. Contributions allocated to your account are invested according to your direction. Each of the investment funds that are offered has different investment objectives. The Administrative Committee has provided you with a description of each of these investment funds. Contact the Administrative Committee if you have questions regarding the different investments offered in the Plan.

WHAT HAPPENS IF I CHANGE MY MIND?

At any time, you can request that changes be made to your Elective Deferrals. The following requests for changes to Elective Deferrals made by 4:00 p.m. ET on a business day will be effective as of the next available payroll after your request is received:

- Increase or decrease the amount of your contribution;
- Suspend your contributions by changing your contributions to 0%; or
- Resume your contributions after you suspended your Elective Deferrals.

The following requests for changes that are received by 4:00 p.m. ET on a business day will be in effect the next business day:

- The investment of your future contributions; or
- Reallocate/transfer your current Account Balance.

WILL I RECEIVE A STATEMENT OF MY ACCOUNT?

You will receive a quarterly statement that shows the activity in your account for the calendar quarter, including contributions and investment earnings.

HOW IS THE VALUE OF MY ACCOUNT DETERMINED?

The value of your Account Balance can change depending on several factors, which include:

(a) Contributions that are made to the account;

(b) Increases or decreases in the market value of investments;

(c) Cost of investment management expenses, transactional costs and service charges (contact the administrator at the Company for information on these expenses, transactional costs and service charges, if any) ; and

(d) Loans and loan repayments.

All investments involve some risk. Thus, the value of the different investments may go down as well as up and the value of your account will vary accordingly. The statement of your account will reflect all transactions affecting the value of your account.

WHEN CAN I RECEIVE PLAN BENEFITS?

Benefits are payable to you after you leave the Company for any reason (retirement, termination, Disability or death):

- If you leave the Company, you can receive your vested benefit in a single lump sum payment or have the payment paid as a "direct rollover" to an individual retirement account or individual

retirement annuity (an "IRA") or to another employer's tax qualified plan. If you are eligible to establish a Roth IRA, you also may elect a direct rollover of your vested benefit to a Roth IRA.

- If you leave the Company, and the value of your vested account balance (minus any rollover contribution account but including any outstanding loan balance) is $5,000 or less on the Valuation Date coincident with or immediately following your termination of employment, the Company can cash your entire vested account balance out of the Plan. Under your Plan, if you are determined to be a cashout-eligible participant as described in the preceding sentence, your entire vested account balance (excluding any outstanding loan) is greater than $1,000, and you have not elected to (a) receive your vested benefit in the form of a single lump sum payment, or (b) have the payment paid as a "direct rollover" to an IRA or to another employer's tax qualified plan, it will automatically be rolled over to an IRA established by an IRA provider selected by the Company.

  If your account balance is automatically rolled over to an IRA, the IRA provider selected by your Company will establish an IRA for your benefit and the amount rolled over will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Fees and expenses for the IRA will be charged against your account unless you contact the IRA provider and request to make payment of the fees out-of-pocket. You may also contact the IRA provider at any time to request a distribution or rollover of your IRA balance.

  Contact the Administrative Committee for further information regarding the Plan's procedures with regard to the automatic rollover process, the IRA provider that the Company has selected to hold automatic rollover IRAs for the Plan, and the IRA investment vehicle, as well as fees and interest rate earned on the account. The name, address, and telephone number of the Administrative Committee may be found in the Miscellaneous Items Section at the back of this Summary Plan Description.

- If your Account Balance (excluding any rollover contribution account but including any outstanding loan balance) is greater than $5,000 as of the Valuation Date coincident with or immediately following your termination of employment, in addition to either a lump sum or direct rollover, you may choose to receive installments or defer receiving payments until age 70½. If you choose to defer payments, your account will continue to be invested the way you direct and will be adjusted for any gains or losses which occur.

- Effective as of the date your plan is converted to the ADP recordkeeping system distributions are only permitted in cash. Any other noncash form of distribution that may have been available under the terms of the plan prior to the date your plan is converted to the ADP recordkeeping system are not available.

- In the event of your death before termination of Employment and before distribution of your benefits has begun, you will be 100% vested. Upon your death, your vested Account Balance will be payable in a single lump sum to your beneficiary. If your beneficiary is your surviving spouse, he or she may elect to roll over a lump sum distribution to another qualified plan or IRA. A non-spouse beneficiary may elect a direct rollover of a lump sum distribution to an IRA in accordance with and to the extent permitted under guidance issued by the Internal Revenue Service. Beneficiaries eligible to establish a Roth IRA may also elect a direct rollover of a lump sum distribution to a Roth IRA, in accordance with and to the extent permitted under guidance issued by the Internal Revenue Service. The Plan's administrator is not responsible for

determining eligibility to elect a direct rollover to a Roth IRA. Please see the section of this SPD entitled "How Are My Distributions From the Plan Taxed" for further important information about direct rollovers to a Roth IRA of a lump sum distribution. If you are not married, you may name anyone as your beneficiary, or change your beneficiary at any time on a form provided for that purpose. If you are married, you must name your spouse as beneficiary unless your spouse consents to the selection of someone else. Unless otherwise elected, the beneficiary will be your spouse or, if you have no surviving spouse, your descendants, or if you have no surviving descendants, your beneficiary will be your estate. Payment will be made to your designated beneficiary as soon as administratively possible.

- If you continue working for the Company after age 70½ and you are a more than 5% owner, you must begin to receive your benefits by April 1 following the year in which you reach age 70½, even if you are still employed at the time. If you are not a 5% owner, you must begin to receive your benefits by April 1 following the later of the year in which you reach age 70½ or terminate Employment.

- If you were a participant in the Plan prior to the date your plan converted to the ADP recordkeeping system, please contact your Plan administrator or refer to the SPD that was in effect for your Plan prior to the date your plan converted to the ADP recordkeeping system for information on any additional termination distribution rights that may be available to you. Similarly, if you previously participated in a plan that was merged into the Plan, please contact your Plan's administrator for information on any additional termination distribution rights that may be available to you.

HOW ARE MY DISTRIBUTIONS FROM THE PLAN TAXED?

Distributions from this Plan that are received by you or your beneficiary are subject to current income taxes. However, under certain circumstances, such as a distribution to your spouse as your beneficiary, the income taxes on Plan distributions may be postponed or reduced. You will receive additional information about distributions from the Plan at the time you or your beneficiary is entitled to receive a benefit.

Distribution rules provide that any part of a distribution (including after-tax contributions) from a qualified plan (such as this Plan) can be rolled over to an eligible retirement plan. "Eligible retirement plans" to which a distribution may be rolled over include another employer's tax-qualified retirement plan; a §403(a) qualified annuity plan; a governmental §457 plan; a §403(b) tax-sheltered annuity; or an IRA. Note: After-tax contributions may only be rolled over to a qualified defined contribution plan or an individual retirement account or annuity that agrees to separately account for those contributions. Rollovers of after-tax contributions, if any, to an employer's qualified plan or §403(b) annuity must be transferred directly to the receiving plan (a "direct rollover"). It is your responsibility to confirm that the plan to which you intend to roll over your distribution will accept the rollover from this Plan. Certain types of distributions are *not* eligible to be rolled over. These include distributions that are one of a series of substantially equal payments made over the life (or joint life expectancies) of the participant and his or her beneficiary, or over a specified period of 10 years or more, hardship withdrawals or a minimum required distribution under the Internal Revenue Code.

You are permitted to elect to have any distribution that is eligible for rollover treatment transferred

directly to an eligible retirement plan (a "direct rollover" or "direct transfer"). You will receive a written explanation of your distribution options within a reasonable period of time before receiving a distribution that is eligible to be rolled over.

If you elect to have your benefit transferred as a direct rollover to an eligible retirement plan, then you must provide the administrator at your Company, in a timely manner, with information regarding the transferee plan. The administrator at your Company is entitled to reasonably rely on the information that you provide to him or her, and will not independently verify it.

Federal income tax withholding at a rate of 20% is required on any taxable distribution that is eligible to be rolled over but is not transferred directly to an eligible retirement plan. You cannot elect to forego withholding on these distributions. The only exception to this requirement is if your vested benefit is less than $200. Such amounts may also be subject to a 10% penalty tax if they are distributed before you attain age 59-1/2, but this amount is not withheld from a distribution. Mandatory 20% federal income tax withholding also applies to any eligible rollover distribution to your surviving spouse or non-spouse beneficiary that is not directly rolled over.

If you elect a direct rollover of your benefit to a traditional IRA, your direct rollover will not be subject to federal income tax withholding at the time of the transfer.

If you wish to elect a direct rollover of your benefit to a Roth IRA, please note that any such direct rollover to a Roth IRA must be included in gross income, but is not subject to 10% excise tax for premature distributions. If a participant, beneficiary or alternate payee elects a direct rollover of a distribution to a Roth IRA, no amount will be withheld from the direct rollover for federal income tax purposes. ***CAUTION: This means that a participant, beneficiary, or alternate payee making this election will be responsible for making sure he/she is able to pay the full amount of all required income taxes in connection with such a direct rollover. For this reason, participants, beneficiaries and alternate payees considering a direct rollover to a Roth IRA are strongly encouraged to consult their tax advisor before making this election.*** If this Plan generally permits distribution and in-service withdrawal elections to be made on-line, please note that you may need to complete a paper form to make this particular election. Please contact your Plan's administrator for further information.

You may want to consult with a professional tax advisor before you take a distribution of your benefits from the Plan. You may want to discuss other alternative methods available to you to defer the payment of taxes as well as applicable federal, state and/or local tax rules that may affect your distribution.

MAY I WITHDRAW FUNDS WHILE STILL EMPLOYED?

You may withdraw all or part of your vested Account Balance once you reach age 59½. You may also withdraw any or part of your Rollover Contributions Account in the Plan, as well as any After-Tax Contributions that may be held in your account in the Plan at any time and at any age. If you were a participant in the Plan prior to the date the Plan was converted to the ADP recordkeeping system, or in a plan that was merged into the Plan, please contact your Plan administrator or refer to the SPD that was in effect prior to the date the Plan was converted to the ADP recordkeeping system for information on any additional in-service distribution rights that may be available to you.

In the event of a financial hardship you may withdraw your own Elective Deferrals (excluding earnings on your Elective Deferrals).

To make a hardship withdrawal under current Internal Revenue Service rules, you must be able to show that you are suffering an immediate and heavy financial hardship and that the money cannot be obtained from any other source. You must take any non-hardship in-service withdrawals that may be available to you under the Plan before you may obtain a hardship withdrawal. You also must first obtain the maximum available loan under the Plan. You will not be required to take the maximum available loan before receiving a hardship withdrawal to the extent that repaying the loan would increase the amount of your hardship. If you either do not take a loan or take a loan of less than the maximum available amount before requesting a hardship withdrawal, you must certify to your Plan's administrator in writing that repaying the maximum available loan amount would increase the amount of your hardship. You will need to contact your Plan's administrator if you need to provide this certification.

Circumstances that qualify as an immediate and heavy financial hardship are:

(a) Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse, your dependent or your primary beneficiary under the Plan or necessary for you, your spouse, dependent or your primary beneficiary under the Plan to obtain medical care;

(b) Costs directly related to the purchase of your principal residence (excluding mortgage payments);

(c) Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or dependent or your primary beneficiary under the Plan;

(d) Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;

(e) Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents or your primary beneficiary under the Plan; or

(f) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code (determined without regard to whether the loss exceeds 10% of adjusted gross income).

For this purpose, a "primary beneficiary under the Plan" is an individual who is named as your beneficiary under the Plan and has an unconditional right to all or a portion of your account balance if you die. In addition, the amount of your hardship withdrawal must be no more than the amount necessary to satisfy your immediate and heavy financial need, plus any income taxes or penalties

which are expected to result from the distribution. The minimum permitted hardship withdrawal is $500.

As previously explained, a hardship withdrawal is not considered to be an eligible rollover distribution by the IRS. The hardship withdrawal may be subject to a 10% excise tax imposed by the IRS. You will be suspended from making elective contributions for 6 months after you receive a hardship withdrawal that includes Elective Deferrals.

If you are a qualified member of the reserves, you also may be eligible to request a qualified reservist distribution. A qualified reservist distribution is an exception to Plan restrictions on withdrawal of elective deferrals. Further, the extra 10% tax on a payout before age 59½ does not apply to a qualified reservist distribution. A qualified reservist distribution from the Plan is:

- attributable to Pre-Tax Elective Deferrals,
- available to a person who because he or she is a member of a reserve component was ordered or called to active duty for more than 179 days (or for an indefinite period), and
- made during the period that began or begins on the date of the order or call to duty and ended or ends at the close of the active-duty period.

A person who receives or received a qualified reservist distribution may, during the two-year period that begins on the day after the end of his or her active-duty period, contribute to an IRA an amount up to the amount of the qualified reservist distribution. Although the limits on IRA contributions don't apply to this special contribution, no deduction is allowed for it. This provision applies to a person ordered or called to active duty after September 11, 2001 and applies to a distribution after September 11, 2001.

HOW DO LOANS WORK?

Loans will be made on a uniform and non-discriminatory basis. Sole proprietors, partners and certain shareholder/employees that were excluded from taking a plan loan under prior law prior to 2002 are eligible to take a loan from the Plan.

The minimum loan is $500. You can borrow up to 50% of your vested Account Balance to a maximum of $50,000. However, the $50,000 amount in the preceding sentence is reduced by the highest outstanding loan balance you had under the Plan during the previous one-year period.

Loans must be fully repaid through payroll deductions within 5 years unless the loan is used for the purchase of your primary residence. Loans used to purchase your primary residence may be repaid within a period of no more than 30 years. You have to repay any outstanding loan before a new loan can be made.You may prepay an outstanding loan in full, by certified check, at any time.

The interest rate for a loan will be the rate in effect in the month your loan is effective. The interest rate is the prime rate as published in *The Wall Street Journal* on the 14th of each month, plus two percentage points. This interest rate is effective for any loan processed as of the 16th day of the month.

When you take a loan from the Plan, your repayment of the loan is secured by your Account Balance. If you terminate Employment, any remaining payments are due immediately unless you are a party in interest. If you qualify as a party in interest you may continue to repay your loan after termination of Employment. If you do not repay the loan, the outstanding loan balance will be included in your gross income for federal income tax purposes as if it were distributed to you. If you die with an outstanding loan balance, your death will cause your loan to be in default, and your outstanding loan balance will be regarded as if it were distributed to you.

If you enter into a period of military leave, your loan repayments will be suspended for the duration of your leave. If you enter into a leave of absence without pay, or at a rate of pay (after employment and income tax withholding) that is less than your required loan installments, your loan repayment obligation will be suspended for up to one year (or until the date your final loan payment is due, if earlier). If you do not resume repayments within any administrative grace period provided under the ADP Prototype Program after you return from a leave of absence (or when the suspension of your repayment obligation ends, if earlier, as explained in this paragraph), your loan will be in default and will be included in your gross income for federal income tax purposes as if it were distributed to you.

IF I RECEIVED A DISTRIBUTION FROM ANOTHER ELIGIBLE RETIREMENT PLAN, MAY I CONTRIBUTE THAT AMOUNT TO THE PLAN?

Yes. You may make a Rollover Contribution of benefits, in cash (exclusive of any outstanding notes on plan loans), from an "eligible retirement plan" to this Plan. You may not make a Rollover Contribution to the Plan that includes any voluntary nondeductible, i.e., "after-tax" contributions.

You may make a Rollover Contribution to this Plan from the following types of eligible retirement plans:

- a traditional IRA (rollovers from IRAs are limited to taxable distributions, i.e., your non-taxable IRA contributions plus earnings on any of your IRA contributions whether taxable or not);
- a SIMPLE IRA (as long as the SIMPLE IRA has been in existence for at least two years at the time of the distribution);
- an employer's qualified plan;
- a §403(a) qualified annuity plan;
- a governmental §457 plan; or
- a §403(b) tax-sheltered annuity.

You may request a direct transfer of your account in an eligible retirement plan or you may be able to roll over a distribution which was tax deferred (i.e., does not include any "after-tax" contributions), but with respect to a rollover you must do so within 60 days of receiving a distribution from the other plan.

WHAT ARE THE TOP-HEAVY PROVISIONS?

A top-heavy plan is a plan in which more than 60% of the combined Account Balances held under the Plan belong to "key employees". Key employees are generally officers, shareholders, and owners who earn above a certain compensation level and/or own more than a specified interest in the Company. If the Plan becomes top-heavy under applicable Internal Revenue Service rules, the Plan would be required to provide for minimum contributions and top-heavy vesting. The minimum contribution is generally a contribution by the Company allocated to all non-Key Employees who are eligible Participants employed on the last day of the Plan Year equal to 3% of their eligible earnings (without regard to any exclusions from eligible earnings that your employer may have elected under the Plan) unless all key employees receive a contribution of less than 3% of their eligible earnings. The amount you contribute to the Plan as an Elective Deferral is not included in calculating the 3% minimum contribution which may be required but is included in determining the contribution made on behalf of key employees. The 3% allocation will be made under this Plan or may be made under another defined contribution plan if the Company maintains one. Please note that if the Company maintains a defined benefit plan in which a participant also participates in addition to this Plan, the minimum contribution is 5%. In this case, the minimum contribution will be satisfied by providing for an accrued benefit under the defined benefit plan or by making the 5% contribution either to this Plan or to another defined contribution plan maintained by the Company. For more information on how a top-heavy contribution, if any, will be satisfied under the Plan, please contact the Plan's administrator.

WHAT ADMINISTRATIVE FEES ARE CHARGED TO YOUR PLAN ACCOUNT, AND HOW ARE THEY ASSESSED?

If you request or receive a distribution of all or a portion of your Account Balance (whether in-service or following the date you leave the Company) or a plan loan , certain administrative fees that are charged by the plan's recordkeeper for the processing of these transactions will be charged directly against your Account Balance. These fees will be taken pro-rata from all of the mutual funds and collective investment funds in which your Account Balance is invested at the time the fees are taken from your account. The fees will not reduce the proceeds of the transaction requested (other than upon a complete distribution of your Account Balance). The amount of the fees will be communicated to you separately in writing or electronically by the Plan Administrator. The Plan Administrator will notify you of any changes to these fees.

WHAT FEES ARE CHARGED BY THE INVESTMENT FUNDS HELD IN YOUR ACCOUNT?

The investments in the Plan do not charge you commissions or sales loads for purchasing shares or investment units with your Plan account. Many of the investment funds available under the Plan do, however, pay fees and incur expenses that will most likely have an impact on your account balance. These investment fees and other expenses may reduce the returns generated by investment funds in which you invest. For example, investment options (such as mutual funds) pay an investment manager a fee for the management of the fund. In addition, some of the investment options pay "asset-based" fees (that is, fees based on the total assets invested in the fund) to various service providers, which may include the Plan's recordkeeper, for other investment and administrative services provided to the investment fund. For more information about the fees charged or paid by various investment options, please review the investment fund prospectus, or if the investment option does not have a prospectus, the information provided to you about the option, such as a Fund Fact

Sheet or Fund Booklet. These documents, and other information about these fees, can be found on the Participant Website or by contacting your Plan administrator.

ADDITIONAL ITEMS

A. BENEFIT CLAIMS PROCEDURES

Under the Plan, you generally will receive your benefit as a matter of course. However, in certain cases, you or your beneficiary may wish to request Plan benefits that you believe you are entitled to (all references herein to "you" shall include your beneficiaries). Any such request must be made by you or your authorized representative in writing, and it should be filed with the Administrative Committee. If you or your authorized representative file a claim under the Plan, you will be referred to as the "Claimant". *Note: If your Plan is subject to a collective bargaining agreement and the agreement contains certain provisions, then the procedures for resolution of claims set forth in that collective bargaining agreement will take the place of this claims procedure as permitted by Department of Labor regulations. Please contact your Plan administrator if you have questions regarding whether a collective bargaining agreement's claims procedures apply to you.*

General Claims Procedures

If the Claimant's claim is denied in whole or in part, the Administrative Committee will provide a written notice of denial to the Claimant or the Claimant's authorized representative within a reasonable period of time, but no later than 90 days after the Administrative Committee receives the claim. The 90-day period will begin to run once a claim is filed, without regard to whether the Claimant has provided all the information necessary to make the benefit determination. If the Administrative Committee determines that special circumstances require an extension beyond the initial 90-day period, the Administrative Committee will notify the Claimant or the Claimant's authorized representative in writing of the special circumstances that make the extension necessary and the date by which a decision may be expected before the end of the initial 90-day period. Any such extension may not exceed 90 days from the end of the initial 90-day period.

The Administrative Committee's notice of denial will explain the reason for the denial, refer to the specific Plan provisions on which the denial is based, describe any additional information or material needed from the Claimant to perfect his or her claim and why this information or material is necessary, and describe the Plan's claims review procedures and time limits.

Within 60 days after receiving the notice of denial, the Claimant or the Claimant's authorized representative may submit a written appeal of the denial to the Administrative Committee. The Claimant or the Claimant's authorized representative may, free of charge, review and request copies of relevant documents, records, and other information relevant to the claim. The Claimant's appeal may include written comments, documents, records, and other information relating to the claim, regardless of whether the information was submitted

or considered as part of the Claimant's initial claim for benefits.

The Administrative Committee will review the appeal and make a determination within a reasonable period of time, but no more than 60 days after the Administrative Committee receives the appeal. If the Administrative Committee determines that special circumstances require an extension, the Administrative Committee will notify the Claimant or the Claimant's authorized representative in writing of the special circumstances that make the extension necessary and the date by which a decision may be expected before the end of the initial 60-day period. Any such extension may not exceed 60 days from the end of the initial review period.

The Administrative Committee will provide a written determination on appeal which will explain the reasons for the decision, refer to the provisions of the Plan on which the decision is based, and inform the Claimant or the Claimant's authorized representative of any additional rights the Claimant may have. The determination on appeal by the Administrative Committee is the final determination under this claims procedure.

Disability Claims Procedures

If the Claimant's claim for benefits involves a disability determination and the Plan defines disability in a manner that requires the Plan to determine if the Claimant is disabled, the special claims procedures set forth below will apply. If, however, the Plan defines disability by reference to a determination of disability made by the Social Security Administration or pursuant to the Employer's long term disability plan, then the General Claims procedures described above will apply.

If the Claimant's claim is denied in whole or in part, the Administrative Committee will notify the Claimant or the Claimant's authorized representative within a reasonable period of time, but no later than 45 days after the Administrative Committee receives the claim. The 45-day period will begin to run once a claim is filed, without regard to whether the Claimant has provided all the information necessary to make the benefit determination. If the Administrative Committee determines that an extension is needed for reasons beyond the Administrative Committee's control, it may take up to two 30-day extensions for consideration of the claim. If the Administrative Committee takes an extension, the Administrative Committee will notify the Claimant or the Claimant's authorized representative in writing of the reason for the extension and the date by which a decision is expected before the end of the initial 45 day period (or, for a second extension, before the end of the first extension). The notice of extension will include an explanation of the standards on which the entitlement to the benefit claimed is based, the unresolved issues that are preventing a decision, and the additional information needed to resolve the issues. If the Administrative Committee requests additional information, the Claimant or the Claimant's authorized representative will have at least 45 days after receipt of the notice of extension to provide the information. The period during which the Administrative Committee waits for the Claimant or the Claimant's authorized representative to respond to the request for

information will not count against the 30-day extension period (i.e. the 30-day extension period will be tolled from the date the notice of extension is sent to the Claimant or the Claimant's authorized representative to the date on which the Claimant or the Claimant's authorized representative responds to the request for additional information).

The Administrative Committee's notice of denial will explain the reason for the denial, refer to the specific Plan provisions on which the denial is based, describe any additional information or material needed from the Claimant to perfect his or her claim and why this information or material is necessary, and describe the Plan's claims review procedures and time limits. Additionally, if the Administrative Committee relies on an internal rule, guideline, or protocol in denying the claim, it will either provide a copy of the rule, guideline or protocol, or indicate that a rule, guideline or protocol was relied upon and is available free of charge to the Claimant or the Claimant's authorized representative on request.

Within 180 days after receiving the notice of denial, the Claimant or the Claimant's authorized representative may submit a written appeal of the denial. The Claimant or the Claimant's authorized representative may review and request copies of relevant documents, records, and other information relevant to the claim free of charge. Further, upon request by the Claimant or the Claimant's authorized representative, the identity of any medical or vocational expert whose advice was obtained in connection with the claim will be disclosed, regardless of whether his or her advice was relied upon in making the determination. The Claimant's appeal may include written comments, documents, records, and other information relating to the claim, regardless of whether it was submitted or considered as part of the initial application.

The Claimant's appeal will be reviewed by an appropriate Plan fiduciary (the "Reviewing Fiduciary") who is neither a member nor a subordinate of the Administrative Committee or its members. The Administrative Committee's initial decision shall not be given any deference. If the initial decision was based in whole or in part on a medical judgment, the Reviewing Fiduciary will consult with a health care professional with appropriate training and experience in the medical field involved. The Reviewing Fiduciary will not consult with a health care professional who was consulted in connection with the initial review of the claim or a subordinate of any such professional.

The Reviewing Fiduciary will review the appeal and make a determination within a reasonable period of time, but no more than 45 days after the Reviewing Fiduciary receives the appeal. If the Reviewing Fiduciary determines that special circumstances require an extension, it will notify the Claimant or the Claimant's authorized representative in writing of the special circumstances and the date by which a decision may be expected before the end of the initial 45-day period. Any such extension may not exceed 45 days from the end of the initial review period.

The Reviewing Fiduciary will provide a written determination on appeal which will explain

the reasons for the decision, refer to the provisions of the Plan on which the decision is based, and inform the Claimant or the Claimant's authorized representative of any additional rights the Claimant may have. If the Reviewing Fiduciary relies on an internal rule, guideline, or protocol in denying the claim, the Reviewing Fiduciary will either provide a copy of the rule, guideline or protocol, or indicate that a rule, guideline or protocol was relied upon and is available free of charge to the Claimant or the Claimant's authorized representative on request. The determination on appeal by the Reviewing Fiduciary is the final determination under this claims procedure.

B. PENSION BENEFIT GUARANTY CORPORATION

The Pension Benefit Guaranty Corporation does not insure benefits under the Plan. The reason is that plans that provide for individual accounts, such as the Plan, are excluded under the ERISA provisions that provide for such insurance coverage.

C. INVESTMENT INFORMATION

The Plan is called "an individual account plan". This means that you and all other participants have their own account in the Plan. The Plan is intended to satisfy the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). An ERISA Section 404(c) plan is an individual account plan which is designed to provide you with the opportunity to exercise control over the assets in your individual account, and also provides you with the opportunity to choose, from among a range of investment funds, the manner in which the assets in your account are invested. This means that you will have the responsibility for the investment decisions you make and neither ADP nor the Trustee nor the Company will have any liability to you under ERISA for any investment losses that may result from your decisions.

Please note that your ability to direct the investment of your Plan account is subject to any restriction or limitation imposed by the underlying investment funds and/or your Plan, in particular, policies with respect to excessive trading (also known as market timing). The Plan's recordkeeper has put into place systematic solutions reasonably designed to assist investment fund companies with enforcing policies on and prohibitions relating to excessive trading. Any and all restrictions that the Plan's recordkeeper is enforcing will be identified to participants on the Plan's participant Web site, as well as through its Voice Response System, and may in the future also be disclosed in published materials. In addition, at any time an investment fund or manager may limit or refuse to honor your investment election if it determines that it would result in excessive trading and/or would otherwise be adverse to the interests of the other shareholders and/or the investment fund, and/or would otherwise violate a policy of the underlying investment fund, and may require the Plan's recordkeeper to impose restrictions upon your ability to engage in transactions in an investment (or multiple investments).

The Company will provide you with the following information at your request:

- A description of the annual operating expenses of each designated investment, which reduces your rate of return and the aggregate amount of such expenses, expressed as a percentage of average net assets,

- Copies of any financial statements and reports and any other materials relating to investments under the Plan,

- A list of the assets comprising the portfolio of each investment and the value of each such asset,

- Information concerning the share value of each investment,

- Information concerning the share value of the investments in your account.

D. ERISA RIGHTS

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

1) Examine without charge at the office of the Administrative Committee all documents governing the Plan, including collective bargaining agreements, if any, 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;

2) Obtain copies of all documents governing the operation of the Plan, including collective bargaining agreements, if any, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description upon written request to the Administrative Committee. A reasonable charge may be made for the copies;

3) Receive a summary of the Plan's annual financial report. The Company is required by law to furnish each participant with a copy of this summary annual report; and

4) Obtain a statement telling you whether you have a right to receive benefits under the Plan and if so, what your benefits would be if you leave the Company. If you do not have a right to Plan benefits, the statement will tell you how many more years you must work to earn a right to benefits. This statement must be requested in writing; it is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who administer your 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 any), or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit under the Plan 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 may take to enforce the above rights. For instance, if you request materials 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 Administrative Committee to provide the materials and to pay you up to $110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Administrative Committee. 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 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 the costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds that your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrative Committee. If you have any questions about this statement or about your rights under ERISA, you should 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.

E. NON-ASSIGNMENT OF BENEFITS

You may not assign the benefits provided for you by the Plan, nor are these benefits subject to the claims of any creditor, unless otherwise provided by law. One exception to this rule is the "Qualified Domestic Relations Order". A Qualified Domestic Relations Order is defined as a judgment, decree or court order, approving property settlement agreements, and/or relating to child support, alimony or marital property rights of a spouse, child or other dependent of a participant. To be binding, a Qualified Domestic Relations Order must

specify certain required legal information and cannot alter the amount or form of benefits payable under the Plan. You may obtain a copy of the procedures that the Plan's administrator uses to determine if an order is a Qualified Domestic Relations Order without charge.

F. RIGHTS TO EMPLOYMENT

The existence of the Plan does not affect the employment rights of any employee or the rights of the Company to discharge an employee.

G. FUTURE OF THE PLAN

While the Company hopes and expects to continue the Plan indefinitely, it reserves the right to terminate, discontinue making contributions to, amend or modify the Plan at any time, acting through written resolution of the controlling entity of the Company. Upon termination of the Plan, you will become 100% vested in your total Account Balance. The Company will arrange for distributions upon Plan termination as soon as administratively feasible.

H. VETERAN'S RIGHTS

If you are a returning veteran, special rules apply to your Elective Deferrals made to the Plan. In general, re-employed veterans are permitted to make additional Elective Deferrals with respect to their period of military service during a period which begins on their date of reemployment and has the same length as the lesser of (a) the period of their absence due to uniformed service, multiplied by 3 or (b) 5 years. If you are a returning veteran and believe you may be entitled to contribute under these special provisions, please contact the Company.

I. MISCELLANEOUS ITEMS

Plan Name:	Presence Marketing Inc Retirement Plan
Plan Sponsor:	Presence Marketing Inc 12 Executive CT Suite 1 South Barrington, IL 60010 (847) 277-9500
Participating Affiliates:	Presence West Inc Presence East Inc Dynamic Presence Inc Presence Northwest Inc Presence Southwest Inc Dynamic Presence Northwest, Inc. Dynamic Presence East, Inc. Dynamic Presence Southwest, Inc. Dynamic Presence Rocky Mountains, Inc. Dynamic Presence West, Inc
Original Effective Date:	January 1, 1996
Amendment and Restatement Date:	This Summary Plan Description describes the Plan as of January 1, 2013
Employer I.D. Number:	363706401
Plan Number:	001
Type of Plan:	401(k)/profit sharing plan
Plan Year:	Calendar Year
Year on which Plan's Records are Kept	Calendar Year
Administrative Committee or committee designated by Presence Marketing Inc to administer the Plan.	Consult your Human Resources Department or Office Manager: Presence Marketing Inc 12 Executive CT Suite 1 South Barrington, IL 60010 (847) 277-9500
Trustee:	Reliance Trust Company 1100 Abernathy Road

	500 Northpark, Suite 400 Atlanta, GA 30328 Attn: Sharon H. Ennis
Service of Process:	Either the Trustee at the Trustee's address listed above or the Plan administrator at the Presence Marketing Inc's address listed above

If your Plan is maintained pursuant to a Collective Bargaining Agreement, a copy of the Collective Bargaining Agreement may be obtained upon written request to the Plan's administrator, and is available for examination.

B. Summary of Accounting Policies

Basis of Accounting

The financial statements of the plan are prepared on the accrual basis of accounting.

Investment contracts held by a defined-contribution plan are required to be reported at fair value. However, contract value is the relevant measurement attribute for that portion of the net assets available for benefits of a defined-contribution plan attributable to fully benefit-responsive investment contracts because contract value is the amount participants would receive if they were to initiate permitted transactions under the terms of the plan. The Statement of Net Assets Available for Benefits presents the fair value of the investment contracts as well as the adjustment of the fully benefit-responsive investment contracts from fair value to contract value. The Statement of Changes in Net Assets Available for Benefits is prepared on a contract value basis.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, and disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation includes the plan's gains and losses on investments bought and sold as well as held during the year.

Notes Receivable from Participants

Notes receivable from participants are measured at their unpaid principal balance plus any accrued but unpaid interest. Delinquent participant loans are reclassified as distributions based upon the terms of the plan document.

Payment of Benefits

Benefits are recorded when paid.

Operating Expenses

All expenses of maintaining the plan are paid by the company.

Subsequent Events

The plan has evaluated subsequent events through July 10, 2013 the date the financial statements were available to be issued.

C. Plan Termination

Although it has not expressed any intent to do so, the company has the right under the plan to discontinue its contributions at any time and to terminate the plan subject to the provisions of ERISA. In the event of plan termination, participants would become 100 percent vested in their employer contributions.

D. Tax Status

The IRS has determined and informed the company that the plan and related trust are designed in accordance with applicable sections of the Internal Revenue Code (IRC). Although the plan has been amended since receiving the determination letter, the plan administrator and the plan's tax counsel believe that the plan is designed and is currently being operated in compliance with the applicable requirements of the IRC and therefore believe that the plan is qualified and the related trust is tax-exempt.

Accounting principles generally accepted in the United States of America require plan management to evaluate tax positions taken by the plan and recognize a tax liability (or asset) if the plan has taken an uncertain position that more likely than not would not be sustained upon examination. The plan administrator has analyzed the tax positions taken by the plan, and has concluded that as of December 31, 2012, no uncertain positions are taken or are expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The plan administrator believes it is no longer subject to income tax examinations for years prior to 2009.

E. Risks and Uncertainties

The plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect participants' account balances and the amounts reported in the statement of net assets available for benefits.

F. Fair Value Measurements

FASB ASC 820 provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1	Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.
Level 2	Inputs to the valuation methodology include • quoted prices for similar assets or liabilities in active markets; • quoted prices for identical or similar assets or liabilities in inactive markets; • inputs other than quoted prices that are observable for the asset or liability; • inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.
Level 3	Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2012 and 2011.

Note: Note that information contained herein for fair value disclosures is based upon information for the PRESENCE MARKETING INC RETIREMENT PLAN. This illustrative disclosure is not representative of all types of investment securities and does not represent the classification for every instance of such investment securities. It should not be assumed that these methodologies are the only appropriate methodologies for these types of assets. As stated in FASB ASC 820-10-35-5, "The principle (or most advantageous) market (and thus, market participants) should be considered from the perspective of the reporting entity, thereby allowing for differences between and among entities with different activities." Plan sponsors will have to evaluate the appropriate classification for each type of investments securities based upon the plan's portfolio and actual fair valuation techniques used.

Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual funds: Valued at the net asset value of shares held by the plan at year end.

Guaranteed investment contract: Valued at fair value by discounting the related cash flows based on current yields of similar instruments with comparable durations considering the credit-worthiness of the issuer.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Attachment to 2012 Form 5500
Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value	(d) Cost	(e) Current value
	ALLIANCEBERN GLOBAL BOND - A	REGISTERED INVESTMENT COMPANY		8,643
	BLACKROCK MID CAP VAL OPP FD-A	REGISTERED INVESTMENT COMPANY		294,193
	BLACKROCK BALANCED CAPITAL - A	REGISTERED INVESTMENT COMPANY		125,397
	DELAWARE DIVERSIFIED IN FND -A	REGISTERED INVESTMENT COMPANY		805,189
	HARTFORD DIVIDEND & GROWTH -R4	REGISTERED INVESTMENT COMPANY		617,124
	DELAWAREHIGHYIELDOPP-A	REGISTERED INVESTMENT COMPANY		274,729
	MFS RESEARCH INTERNATIONAL - A	REGISTERED INVESTMENT COMPANY		649,888

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Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value	(d) Cost	(e) Current value
	OPP MAIN ST SM & MID CAP A	REGISTERED INVESTMENT COMPANY		491,183
	BLACKROCK S&P 500 FUND - I	REGISTERED INVESTMENT COMPANY		266,896
	LA SHORT DURATION INC - A	REGISTERED INVESTMENT COMPANY		45,747
	COLUMBIA CONTRARIAN CORE A	REGISTERED INVESTMENT COMPANY		269,017
	GS MID CAP VALUE FUND - A	REGISTERED INVESTMENT COMPANY		629,329
	READY ASSETS PRIME MONEY	REGISTERED INVESTMENT COMPANY		713,495
	AM FND CAP WORLD GR AND INC-R3	REGISTERED INVESTMENT COMPANY		483,320

Attachment to 2012 Form 5500
Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value	(d) Cost	(e) Current value
	JENNISON MID-CAP GROWTH - A	REGISTERED INVESTMENT COMPANY		274,744
	WELLS FARGO ADV LG CAP GRTH A	REGISTERED INVESTMENT COMPANY		704,653
	PARTICIPANT LOANS	INTEREST RATES (5.25% TO 7.00%)		164,481

Attachment to 2012 Form 5500
Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value.	(d) Cost	(e) Current value
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	BLACKROCK MID CAP VAL OPP FD-A	REGISTERED INVESTMENT COMPANY		294,193
	BLACKROCK BALANCED CAPITAL - A	REGISTERED INVESTMENT COMPANY		125,397
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	HARTFORD DIVIDEND & GROWTH -R4	REGISTERED INVESTMENT COMPANY		617,124
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	MFS RESEARCH INTERNATIONAL - A	REGISTERED INVESTMENT COMPANY		649,888

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Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value.	(d) Cost	(e) Current value
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	BLACKROCK S & P 500 FUND - I	REGISTERED INVESTMENT COMPANY		266,896
	LA SHORT DURATION INC - A	REGISTERED INVESTMENT COMPANY		45,747
	COLUMBIA CONTRARIAN CORE A	REGISTERED INVESTMENT COMPANY		269,017
	GS MID CAP VALUE FUND - A	REGISTERED INVESTMENT COMPANY		629,329
	READY ASSETS PRIME MONEY	REGISTERED INVESTMENT COMPANY		713,495
	AM FND CAP WORLD GR AND INC-R3	REGISTERED INVESTMENT COMPANY		483,320

Attachment to 2012 Form 5500
Schedule H, line 4i - Schedule of Assets (Held at End of Year)

Plan Name PRESENCE MARKETING INC RETIREMENT PLAN **EIN:** 36-3706401
Plan Sponsor's Name PRESENCE MARKETING INC **PN:** 001

(a)	(b) Identity of issue, borrower, lessor, or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par, or maturity value.	(d) Cost	(e) Current value
	JENNISON MID-CAP GROWTH - A	REGISTERED INVESTMENT COMPANY		274,744
	WELLS FARGO ADV LG CAP GRTH A	REGISTERED INVESTMENT COMPANY		704,653
	PARTICIPANT LOANS	INTEREST RATES (5.25% TO 7.00%)		164,481