SUMMARY PLAN DESCRIPTION

CentraCare Health System 403(b) Plan

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CentraCare Health System 403(b) Plan (the "Plan") of CentraCare Health System (the "Employer") was adopted as of January 1, 1997 (the "Effective Date"). The Plan was subsequently amended and restated generally effective as of January 1, 2009. The Plan is intended to satisfy the requirements of section 403(b) of the Internal Revenue Code and will be administered and construed to comply with section 403(b) and the regulations issued by the Department of Treasury and the Internal Revenue Service with respect to the application of section 403(b).

The purpose of the Plan is to assist eligible Employees in saving for retirement. The Plan is for the exclusive benefit of Plan Participants and their Beneficiaries.

This booklet is called a summary plan description and it contains a summary of your rights and benefits under the Plan. If you have difficulty understanding any part of this summary plan description, you should contact the Plan Administrator identified in the Basic Plan Information Section of this summary plan description during normal business hours for assistance.

This summary plan description is a brief description of the principal terms of the Plan. It is not meant to interpret, extend or change the terms of the Plan in any way, nor does it describe all of the detailed rules that may apply in special circumstances. All rights of Participants and others under the Plan, including decisions with respect to your benefits, are governed in all respects by the detailed terms of the Plan. The Plan document will govern in the event of any discrepancy between this summary plan description and the actual provisions of the Plan. A copy of the Plan document is on file with the Plan Administrator and all questions should be referred to the Plan Administrator.

I. Basic Plan Information and Definitions

The following are some important facts about the Plan, as well as the definitions of terms that are frequently used in this summary plan description:

A. Account

An Account is the aggregate interest of a Participant in the benefits under the Plan and separate Accounts shall be established for each Participant pursuant to the Plan. The value of an account will reflect, in addition to contributions allocated thereto, adjustments for earnings, losses or expenses. The individual accounts may include: Employee pre-tax elective deferral contributions, Employee Roth elective deferral contributions, Employer matching contributions, and rollover contributions.

B. Beneficiary

Your Beneficiary is the person or persons (including a trust) that you designate, or who are identified by the Plan document if you fail to designate or improperly designate a Beneficiary, who will receive your benefits in the event of your death. You may designate more than one Beneficiary.

C. Code

Code shall mean the Internal Revenue Code of 1986 including applicable regulations for the specified section of the Code; and any reference in the summary plan description to a section of the Code, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

D. Compensation

Compensation shall mean, in general, the remuneration received by an Employee which is treated as taxable earnings on Form W-2, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includable in the gross income of an Employee for a calendar year, determined in conformance with section 403(b)(3) of the Code and section 1.403(b)-2(b)(11) of the Treasury Regulations (computed without regard to section 911 of the Code), and shall include elective deferrals under section 402(g)(3) of the Code and amounts contributed or deferred by the Employer at the election of the Employee that would be includable in the gross income of the Employee but for the rules of sections 125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k) or 457 of the Code for the most recent period that is a year of service, but shall not include any severance payments. Additionally, the definition of Compensation in section 415(c)(3) of the Code shall be used for the purpose of determining Highly Compensated Employees and nondiscrimination testing. In no event shall the Compensation of a Participant taken into account under the Plan exceed the limits of section 401(a)(17) of the Code, which limitations shall be prorated with respect to Compensation of a Participant for any partial years as permitted under section 1.401(a)(17)-1(b) of the Treasury Regulations.

E. Eligible Employee

Eligible Employee shall mean, except as otherwise provided in this subsection E, a common law employee of an Employer. The classification by an Employer of a person at the time of inclusion in or exclusion from this definition of the term “Eligible Employee” shall be conclusive for the purpose of this definition and the provisions of the Plan. No

reclassification of a person's status with the Employer, for any reason, without regard to whether it is initiated by a court, governmental agency or otherwise and without regard to whether or not the Employer agrees to such reclassification, shall result in the person being included in this definition of the term "Eligible Employee," either retroactively or prospectively. Notwithstanding anything to the contrary in this provision, however, the Employer may declare that a reclassified person will be included in this definition of the term "Eligible Employee," either retroactively or prospectively. Any uncertainty concerning a person's classification shall be resolved by excluding the person from this definition of the term "Eligible Employee." Excluded from the universal availability requirements of this subsection E are the following employees, who shall not be considered Eligible Employees: (i) employees who are non-resident aliens described in section 410(b)(3)(C) of the Code, (ii) the universal availability requirement of this subsection E applies separately to each section 501(c)(3) organization participating in the Plan.

F. Employee

The term Employee means any common law employee of the Employer or an affiliated employer, and certain "leased employees".

G. Employer

The name, address and business telephone number of the Employer, the Plan Sponsor and a participating employer, are:

CentraCare Health System
1406 Sixth Avenue North
St. Cloud, MN 56303
320-251-2700 ext. 54612

The Employer's Identification Number is 41-1813221

The following members of a controlled group of corporations of which CentraCare Health System is a member also participate in the CentraCare Health System 403(b)Plan:

The Saint Cloud Hospital
1406 Sixth Avenue North
St. Cloud, MN 56303

Saint Benedict's Senior Community
1810 Minnesota Blvd. SE
St. Cloud, MN 56304

CentraCare Health Services of Melrose
11 North 5th Avenue West
Melrose, MN 56352

CentraCare Health Services of Long Prairie
20 - 9TH Street SE
Long Prairie, MN 56347

CentraCare Clinic
1200 Sixth Avenue North
St. Cloud, MN 56303

Central Minnesota Emergency Physicians
1406 North Sixth Avenue
St. Cloud, MN 56303

H. ERISA

ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including applicable regulations for the specified section of ERISA; and any reference in the summary plan description to a section of ERISA, including the applicable regulation, shall be considered also to mean and refer to any subsequent amendment or replacement of that section or regulation.

I. Highly Compensated Employee

An Employee is considered a Highly Compensated Employee if: (i) at any time during the current or prior determination year he or she owned, or was considered to own, at least five percent (5%) of the Employer, or (ii) for the preceding year, he or she received Compensation from the Employer during the prior year in excess of $80,000, as adjusted for cost-of-living increases in accordance with section 414(q) of the Internal Revenue Code (the amount for 2008 is $105,000), and if the Employer elects the application of this provision for such preceding year, was in the top-paid group of Employees for such preceding year.

J. Hour of Service

Hour of Service shall mean:

1. subject to the rules under this subsection J,

   (A) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer;

   (B) each hour for which the Employee performs no duties but is directly or indirectly paid, or entitled to payment, by an Employer (regardless of whether employment has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, provided that no more than 501 hours shall be credited pursuant to this part (B) for any single, continuous period; for this purpose, an individual is "directly or indirectly paid, or entitled to payment, by an Employer" regardless of whether payment is made by or due from an Employer directly or made indirectly through a trust fund, insurer, or other entity to which the Employer contributes or pays premiums; and

   (C) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer, without duplication of hours provided above, provided that no more than 501 hours shall be credited pursuant to this part (C) for any single, continuous period;

2. provided, however, that any period for which a payment is made or due under a plan maintained solely for the purpose of complying with workers compensation or unemployment compensation or disability insurance laws, or solely to reimburse the Employee for medical or medically related expenses shall be excluded for purposes of determining an individual's Hours of Service;

3. Hours of Service shall be credited for employment with other members of an affiliated service group (under section 414(m) of the Code), or a controlled group of trades or businesses under common control (under section 414(c) of the Code), of which the Employer is a member, and any other entity required to be aggregated with the Employer pursuant to section 414(o) of the Code and the regulations thereunder; Hours of Service shall also be credited for any individual considered an Eligible Employee for purposes of this Plan under section 414(n) or section 414(o) of the Code and the regulations thereunder;
4. Hours of Service shall be credited in accordance with sections 2530.200b-2(b) and (c) of the Department of Labor Regulations.

K. Non-Highly Compensated Employee

Any Employee who is not a Highly Compensated Employee.

L. Participant

A Participant is: (i) an Eligible Employee who has satisfied the eligibility and participation requirements of the Plan and is participating in the Plan, or (ii) an individual who is no longer an Eligible Employee but for whom an Account is maintained under the Plan.

M. Plan Administrator

The Plan Administrator is responsible for the administration of the Plan. The Plan Administrator's duties are specifically identified in the Plan document. The name, address and business telephone number of the Plan Administrator are:

CentraCare Health System
1406 Sixth Avenue North
St. Cloud, MN 56303
320-251-2700 ext. 54612

N. Plan Information

The Plan, together with the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan, is intended to be a defined contribution retirement plan described in section 403(b) of the Code.

O. Plan Sponsor

The Plan Sponsor is the Employer, CentraCare Health System.

P. Plan Year

The Plan Year is the twelve (12) consecutive month period beginning on January 1 of each calendar year and ending on December 31.

Q. Service of Process

The agent for service of legal process for the Plan is the Plan Administrator.

II. Participation

The Plan has certain requirements an Employee must meet before beginning participation in the Plan. Once the eligibility requirements of the Plan have been met by an Employee, the Employee will become a participant on the applicable entry date provided under the Plan. Eligibility requirements, entry dates and other participation rules are described in this section.

A. Eligibility and Participation Requirements

An Eligible Employee will become a Participant in the Plan and will be eligible to make contributions (or have contributions made on behalf of the Eligible Employee) under the Plan pursuant to the election of the Participant in accordance with a salary reduction agreement that satisfies the requirements of section 403(b) of the Code as of the payroll date immediately following the date on which the Eligible Employee completes an Hour of Service, and after receipt and acceptance of an enrollment form of the Eligible Employee by the Plan Administrator, or upon the date specified below:

1. effective as of July 1, 2007, a new Eligible Employee who fails to complete an enrollment form and makes no election to have an amount contributed as an elective deferral under the Plan and fails to elect to have no compensation reduction, is deemed to have elected to become a Participant and to have his or her compensation reduced by three percent (3%) (and have that amount contributed as an elective deferral on his or her behalf), as soon as administratively feasible as determined by the Plan Administrator after the Eligible Employee performs an Hour of Service, and to have agreed or deemed to have agreed to be bound by all of the terms and conditions of the Plan; contributions made pursuant to automatic enrollment will be made to a designated funding vehicle;

2. an Eligible Employee for whom contributions have been automatically made as described above, may elect to withdraw all of the contributions made on his or her behalf under the Plan, including earnings thereon to the date of the withdrawal (this withdrawal right is available only if the withdrawal election is made within ninety (90) days after the date of the first contribution automatically made for the Eligible Employee under the Plan;

3. the automatic enrollment for a new Eligible Employee shall not apply to the extent an Eligible Employee files an election for a different percentage reduction or elects to have no compensation reduction, or designates a different funding vehicle to receive contributions made on his or her behalf; a new Eligible Employee will receive a statement at the time he or she is employed that describes the rights and obligations of the Eligible Employee with respect to automatic enrollment and how the contributions made pursuant to an automatic enrollment will be invested.

B. Eligibility for an Employer Matching Contribution

An Eligible Employee must be a Participant in the Plan and satisfy the eligibility requirements under the Plan to be eligible to have an Employer matching contribution allocated to an Employer matching contribution Account under the Plan. To be eligible, an Employee must not be classified by the Employer as an Employee who is not eligible

to receive an allocation of an Employer matching contribution as described later in subsection B of section III (regarding contributions) of this summary plan description, and the Employee must be a Plan Participant who has attained age 21 and completed at least two (2) "years of service" with the Employer. In determining whether these conditions are satisfied, a "year of service" for eligibility for an allocation of an Employer matching contribution, five hundred (500) Hours of Service, is determined as follows:

1. in determining a "year of service," the initial eligibility computation period for an Employee is the 12-consecutive month period beginning with the date on which the Employee first performs an Hour of Service for the Employer ("employment commencement date");

2. if an Employee is not credited with at least five hundred (500) Hours of Service during the initial 12-consecutive month period described in paragraph (1) of this subsection B, then the eligibility computation period is based upon Plan Years beginning with the Plan Year which includes the first anniversary of the employment commencement date of the Employee, provided that if the Employee is credited with 500 Hours of Service in both the initial eligibility computation period and the Plan Year which includes the first anniversary of the employment commencement date of the Employee, the Employee is credited with two (2) "years of service" for purposes of eligibility to participate in the Plan for an allocation of an Employer matching contribution.

In the event a Participant ceases to be an Eligible Employee and becomes ineligible to participate in the Plan, that individual will be eligible to participate in the Plan and be eligible to have Employer matching contributions allocated to an Employer matching contribution Account for the benefit of that individual upon again becoming an Eligible Employee.

III. Contributions

The contributions that may be made by or on behalf of a Participant in the Plan are described in this section III of the summary plan description.

A. Participant Contributions

A Participant may enter into a salary reduction agreement, or be deemed to have entered into such an agreement, with an Employer pursuant to which the Participant may defer, or be deemed to defer, a specified percentage or amount of Compensation as a Participant contribution as provided in this subsection A of this section III.

1. Each Plan Year, a Participant may elect to defer, in increments of one-half percent (½%), up to one hundred percent (100%) of his or her Compensation, reduced by applicable income tax withholding and other pre-tax deductions, which will be contributed by the Employer of the Participant, subject to and in accordance with the applicable requirements of the Plan, and the limitations imposed under sections 403(b)(12) and 402(g) of the Code.

   (i) A Participant who will attain age 50 or older during a Plan Year may make an additional "catch-up" Participant contribution pursuant to section 414(v) of the Code and section 1.403(b)-4(c)(2) of the Treasury

Regulations, subject to the applicable dollar limitation. The dollar limitation for catch-up contributions for 2008 is $5,000.

(ii) A Participant who has completed at least fifteen (15) "years of service" (for purposes of this provision, the term "years of service" has the meaning given such term by section 403(b)) with the Employer may make an additional special Participant contribution pursuant to section 402(g)(7) of the Code and section 1.403(b)-4(c)(3) of the Treasury Regulations. In the case of a qualified Employee for whom the basic section 403(b) elective deferrals for any year are not less than the applicable dollar amount for the exclusion for elective deferrals in section 403(g)(1)(B) of the Code (for 2008, the limit is $15,500), the section 403(b) elective deferral limitation of section 402(g)(1) for the taxable year of the qualified Employee is increased by the least of: (A) $3,000; (B) the excess of (1) $15,000 over (2) the total elective deferrals described in section 402(g)(7)(A)(ii) made for the qualified Eligible Employee for prior years, or (C) the excess of: (1) $5,000 multiplied by the number of years of service of the Eligible Employee, over (2) the total elective deferrals (as defined in section 1.403(b)-2) made for the Eligible Employee for prior years.

(iii) Any Participant contribution made under the Plan that exceeds the limitation of section 402(g)(1) of the Code by a Participant who is eligible to make contributions under both section 414(v) age 50 catch-up contributions and the special section 403(b) catch-up contributions, will be treated first as a special section 403(b) catch-up contribution and then as an age 50 catch-up contribution pursuant to section 414(v) of the Code (to the extent the age 50 catch-up amount exceeds the maximum special section 403(b) catch-up).

2. A Participant may designate a percentage from one-half percent (½%) to one hundred percent (100%) of Participant contributions as Roth elective deferral contributions. If no such designation is made by a Participant at the time of deferral, then all of the Participant contributions of the Participant will be treated as pre-tax elective deferral contributions. Roth elective deferral contributions, and any gains and losses attributable to such contributions, shall be separately accounted for under the Plan.

3. A Participant may change his or her election, make a new election, or cease Participant contributions at any time during a Plan Year, at such times and in such manner as determined by the Plan Administrator. Any change in an election or modification of an election must be made in such manner as determined by the Plan Administrator, and any such change or modification of an election shall be effective as soon as administratively feasible after such written change or modification of an election is received and accepted by the Plan Administrator. The Employer of the Participant shall forward Participant contributions to the designated funding vehicles as soon as practicable after the date they otherwise would have been paid to the Participant.

B. Employer Matching Contributions

Each Plan Year, each participating Employer, other than Saint Benedict's Senior Community, will make an Employer matching contribution for the benefit of each eligible Participant employed by the Employer who has: (i) satisfied the eligibility requirements to receive an allocation of an Employer matching contribution, (ii) attained age 21, (iii) completed two (2) "years of service" as described earlier in section II of this summary plan description, and (iv) has been credited with a year of service for the Plan Year for which an allocation is to be made. The Employer matching contribution for an eligible Participant is equal to fifty percent (50%) of the Participant contribution made by the Participant, limited to fifty percent (50%) of the first three percent (3%) of Compensation (with the maximum Employer matching contribution equal to one and one-half percent (1½%) of the Compensation of the Participant).

1. An Employer matching contribution will be allocated to the Employer matching contribution Account of the Participant on a bi-weekly basis during the Plan Year and as of the end of the Plan Year, and will be forwarded to the designated funding vehicles in accordance with the procedures established by the Employer.
2. Saint Benedict's Senior Community is not eligible to make any Employer matching contribution under this Plan.
3. The following Employees are not eligible to receive an allocation of an Employer matching contribution:

   (i) any employee whose employment is covered by a collective bargaining agreement that does not provide for participation in the Plan provided that retirement benefits were considered in negotiating the agreement, unless more than two percent (2%) of the employees covered by the collective bargaining agreement are "professional employees" within the meaning of section 1.410(b)-9 of the Treasury Regulations, in which case all employees covered by the collective bargaining agreement will be Eligible Employees;

   (ii) any nonresident alien who does not have U.S. source income; or

   (iii) any leased employee deemed to be an employee of the Employer as provided in section 414(n) or section 414(o) of the Code.

> Example: Assume Paul received Compensation from his Employer for the 2008 Plan Year of $50,000 and elected to defer $5,000 as a contribution under the Plan. The Employer would make a matching contribution for the 2008 Plan Year of $750 (50% x $5,000 = $2,500, which would be limited by 50% of the first 3% of $50,000 or $750).

C. Rollover Contributions

Rollovers are transfers of cash or property from a retirement plan to a participant and then from the participant to another retirement plan or direct transfers from a retirement plan to another retirement plan at the election of a participant which are treated like a rollover. Subject to providing the Plan Administrator with proper documentation regarding a rollover and compliance with the requirements of section 403(b) of the Code

and section 402 of the Code, you may roll over contributions from another qualified retirement plan or an eligible individual retirement plan to the Plan. The rollover contributions must be in cash and will be held in a separate Account for rollover contributions. You may make rollover contributions to the Plan regardless of whether you have met the eligibility requirements to participate in the Plan.

If you have questions about rollover contributions, please contact the Plan Administrator.

IV. Funding Vehicles

Contributions made under the Plan by or on behalf of a Participant will be invested in one or more of the funding vehicles made available by the Plan Administrator to the Participant under the Plan. The funding vehicles are the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each participant by the Employer or by the Participant individually, to hold assets of the Plan, and pursuant to which financial instruments are maintained or issued for the purpose of funding accrued benefits under the Plan. A Participant may allocate plan contributions to funding vehicles in any whole number percentages with the entire amount so allocated equal to one hundred percent (100%). The Plan Administrator will monitor the funding vehicles and may modify or eliminate funding vehicles as it determines necessary or appropriate at any time without requiring a formal amendment to the Plan.

V. Vesting

Vesting is the process by which the amounts allocated to your Account or Accounts become "nonforfeitable." You are vested in an amount when it becomes nonforfeitable. The term "vesting" refers to your nonforfeitable right to the contributions allocated to your Account or Accounts. Each Participant shall be one hundred percent (100%) vested and have a nonforfeitable right in the entire amount of the Participant contributions, the Roth elective deferral contributions, the Employer matching contributions, and the rollover contributions at all times.

VI. Participant Loans

Loans are available under the terms of the Plan to the extent permitted by the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by the Participant individually, to hold assets of the Plan. A loan made under the Plan must be made to comply with the requirements of section 403(b) of the Code and the regulations thereunder, and the Plan. A copy of the loan procedures has been attached to the summary plan description as Appendix A, which is made a part hereof and incorporated herein by reference.

VII. Distribution of Benefits

The distribution of amounts allocated to your Account or Accounts under the Plan will be determined in accordance with the rules and requirements of this section VII.

A. The Distribution of Benefits

Except distributions relating to the correction of excess deferrals and Plan termination, distributions that are not attributable to elective deferrals may not be made to a Participant before the Participant has a severance from employment, dies, becomes disabled, or attains age 59½. Except distributions relating to the correction of excess deferrals and Plan termination, distributions of amounts attributable to elective deferrals may not be made to a Participant earlier than the earliest of the dates on which the Participant has a severance from employment, dies, has a hardship (as discussed below), becomes disabled, or attains age 59½.

Hardship withdrawals are permitted under the Plan to the extent permitted under the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by the Participant, to hold assets of the Plan. A hardship with respect to a Participant is an immediate and heavy financial need for which a distribution from the Plan is necessary to satisfy such financial need. The Plan Administrator will determine the manner in which to apply the standards for determining if the Participant has a hardship based upon the following:

1. a distribution will be deemed to be made on account of an immediate and heavy financial need of the Participant if the distribution is made as a result of any of the following circumstances:

   (a) expenses for (or necessary to obtain) medical care that would be deductible under section 213(d) of the Code (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

   (b) payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, or the spouse of the Participant, children, or dependents (as defined in section 152 of the Code);

   (c) costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments);

   (d) payments necessary to prevent the eviction of the Participant from the principal residence of the Participant or foreclosure on the mortgage of that residence;

   (e) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in section 152 of the Code);

   (f) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income); or

   (g) any other circumstances permitted under the Code.

2. a distribution will be deemed to be necessary to satisfy an immediate and heavy financial need if all of the following requirements are satisfied;

   (a) the amount distributed may not exceed the expenses incurred in connection with the immediate and heavy financial need (the amount of an immediate and heavy financial need may include any amounts necessary to pay any federal,

state, or local income taxes or penalties reasonably anticipated to result from the distribution);

(b) prior to receiving the hardship distribution, the Participant must receive all distributions, other than hardship distributions, and all non-taxable loans that may be available under any qualified or nonqualified retirement plan maintained by the Employer or an "affiliate" of the Employer as determined under section 414 of the Code; and

(c) upon receiving the hardship distribution, the Pre-tax elective deferral contributions and the Roth elective deferral contributions of the Participant shall be suspended for six (6) months under this Plan and under any other qualified or non-qualified deferred compensation plan maintained by the Employer or an "affiliate" of the Employer as determined under section 414 of the Code;

3. any hardship withdrawal made to a Participant will be distributed first from the Roth elective deferral contribution Account of the Participant and next, if necessary, from the Pre-tax elective deferral contribution Account of the Participant.

B. Form of Benefits

An amount allocated to the Account or Accounts of a Participant may be payable under the Plan in any form made available and as permitted by the funding vehicle or funding vehicles under the group or individual custodial account or accounts, as defined in Section 403(b)(7) of the Code, established for the Participant by the Employer or by the Participant individually, to hold assets of the Plan.

C. Minimum Required Distributions

In general, as provided in section 401(a)(9) of the Code and the regulations issued with respect to the application of section 401(a)(9), and section 1.403(b)-6(e) of the Treasury Regulations, you are required to begin to receive minimum distributions under the Plan in accordance with the distribution rules of section 401(a)(9) of the Code and the regulations issued by the Internal Revenue Service with respect to the application of section 401(a)(9). In general, you must begin to receive minimum distributions no later than the April 1 of the calendar year following the later of: (i) the calendar year in which you attain age 70½, or (ii) the calendar year in which you retire. This distribution date is known as your "required beginning date." You must then continue to receive minimum distributions from your Account or Accounts each year from the Plan. The amount of your minimum distributions is based on several factors, and you should contact your Plan Administrator for more details.

D. Eligible Rollover Distributions

1. A "distributee" may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an "eligible rollover distribution" that is equal to at least $500 paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover."

   For purposes of this subection D, the following definitions apply:

(a) an "eligible rollover distribution" means any distribution described in section 402(c)(4) of the Code and generally includes any distribution of all or any portion of the balance to the credit of the distributee, except that an "eligible rollover distribution" does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); any hardship distribution described in section 401(k)(2)(B)(i)(IV) of the Code; and any other distribution reasonably expected to total less than $200 during a year. For purposes of the direct rollover provisions of the plan, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan;

(b) an "eligible retirement plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan description in section 403(a) of the Code, or a qualified plan described in section 401(a) of the Code, that accepts the "distributee's" "eligible rollover distribution", however, in the case of an "eligible rollover distribution" to the surviving spouse, an "eligible retirement plan" is an individual retirement account or individual retirement annuity; an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; the definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a "qualified domestic relation order", as defined in section 414(p) of the Code;

(c) a "distributee" includes an Employee or former Employee; in addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a "qualified domestic relations order", as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse;

(d) a "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

2. For purposes of the direct rollover provisions of the plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 409(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

3. A Participant may request that part of the distribution be paid directly to the Participant and the balance to be directly rolled into an eligible retirement plan, a new employer's plan (if it accepts rollover contributions). Any cash distribution received by the Participant will be subject to federal income tax withholding rules. The amount of any taxable distribution received by the Participant from the Plan is subject to income tax unless it is rolled into an eligible retirement Plan. A ten percent (10%) IRS premature distribution penalty tax may also apply to a taxable distribution unless it is rolled into an eligible retirement plan. The twenty percent (20%) federal income tax withheld under this section may not cover the entire income tax liability. You should consult with a tax advisor for further details if this may apply to you.

4. Subject to certain limited exceptions, the Plan Administrator (or payor) is required to withhold twenty percent (20%) of a distribution for federal income tax purposes unless an election is made to have the distribution transferred to an eligible retirement plan or an individual retirement account ("IRA") (that transfer is called a "direct rollover").

   If a distribution is an eligible rollover distribution and an election is made not to do a direct rollover of the distribution to another eligible retirement plan or to an IRA, the person receiving the distribution will receive no more than eighty percent (80%) of the payment because the Plan Administrator (or payor) is required to withhold twenty percent (20%) of the payment and send it to the Internal Revenue Service ("IRS") to be credited as income tax withholding against the person's taxes. State income tax withholding may also be required. If a roll over of a distribution is intended, and the distribution is received subject to withholding (and therefore only eighty percent (80%) of the total distribution is received), the remaining twenty percent (20%) will need to be obtained from another source in order to have the full amount available to roll over.

   > Example: If Linda is eligible to receive a distribution from her Account equal to $10,000, and she choose to have it paid to her, Linda will receive $8,000, and $2,000 will be sent to the IRS as income tax withholding. Within sixty (60) days after receiving the $8,000, Linda may roll over the entire $10,000 to an IRA or an eligible employer plan. To do this, she will roll over the $8,000 she received from the Plan, and she will have to find $2,000 from other sources (e.g., savings, a loan). In this case, the entire $10,000 is not taxed until Linda takes it out of the IRA or the eligible employer plan. If Linda rolls over the entire $10,000, when Linda files her

income tax return she may get a refund of part or all of the $2,000 withheld. If, on the other hand, Linda rolls over only $8,000, the $2,000 she did not roll over is taxed in the year it was withheld. When Linda files her income tax return, she may get a refund of part of the $2,000 withheld. (However, any refund is likely to be larger if she rolls over the entire $10,000.)

VIII. Miscellaneous Information

If at any time you have specific questions about the Plan, please raise your questions with the Plan Administrator, whose address and telephone number appear in this summary plan description. You may also examine the Plan document at a reasonable time by making arrangements with the Plan Administrator. General information regarding the Plan and your Accounts appear in this section.

A. Benefits Not Insured by PBGC

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA because the insurance provisions of ERISA are not applicable to this particular Plan.

B. Attachment of Your Account

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent required by law. Creditors (other than the IRS) may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper IRS tax levy or qualified domestic relations order ("QDRO"). A QDRO is a special order issued by a court in a divorce, child support or similar proceeding. In this situation, your spouse (or former spouse) or someone other than you or your beneficiary, may be entitled to a portion or all of your Account balance based on the court order. A copy of the QDRO procedures has been attached to the summary plan description as Appendix B, which is made a part hereof and incorporated herein by reference.

C. Plan Amendment

The Employer reserves the right to amend the Plan at any time and for any reason at its sole discretion. However, no amendment may eliminate certain benefits under the Plan, or reduce the existing vested percentage of your Account balance derived from any contributions made under the Plan.

D. Plan Termination

Although the Employer now intends the Plan to be permanent, you should know that there are circumstances in which the Employer may determine to terminate the Plan. Those circumstances might be: (i) a change in ownership of the Employer by merger, sale or transfer of assets, (ii) liquidation or dissolution, (iii) adverse business conditions, (iv) adoption of a new plan, or (v) the complete discontinuance of contributions under the Plan by the Employer.

Should the Plan be terminated by a vote of the Board of Directors of the Plan Sponsor, it is then closed officially.

The authority and power of the Plan Sponsor regarding the termination of the Plan are reserved to the Plan Sponsor pursuant to the following provisions:

1. the Plan Sponsor now intends the Plan to be permanent; nevertheless, it reserves to its Board of Directors the power to terminate the Plan, as to any designated group of Employees, former Employees or Beneficiaries; if there are any participating Employers other than the Plan Sponsor, the Plan Sponsor shall deliver to each other participating Employer a written notice of termination specifying the effective date thereof (which shall not be less than thirty (30) days after the notice date) and executed in the manner provided for the execution of an amendment by the Plan Sponsor;

2. any participating Employer (other than the Plan Sponsor) may withdraw from participation in the Plan at the end of any Plan Year by giving the Plan Administrator thirty (30) days advance written notice; the Plan Administrator may terminate the participation in the Plan of any participating Employer (other than the Plan Sponsor) by giving the participating Employer thirty (30) days advance written notice; such withdrawal or termination may be a termination of the participating Employer's plan as maintained under this Plan (this could occur if the participating Employer is not (has ceased to be) an "affiliate" of the Employer as determined under section 414 of the Code) unless such plan is continued under documents other than this Plan by the participating Employer or by an acquiring employer;

3. the Plan Sponsor may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan, all Accounts will be distributed, provided that the Plan Sponsor and any "affiliate" of the Employer as determined under section 414 of the Code and any participating Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

E. USERRA Rights

If you leave your employment to serve in the uniformed services and a participating employer rehires you within a certain time, the Uniformed Services Employment and Reemployment Rights Act provides you certain rights under the Plan. Please contact the Plan Administrator for further information regarding these rights.

F. Interpretation of Plan

The Plan Administrator has the sole power and discretionary authority to interpret and construe the terms of the Plan and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an employee's eligibility for benefits, credited services, disability, and retirement, or to interpret any other term contained in Plan documents, including this summary plan description. The interpretations, determinations and

conclusions of the Plan Administrator shall be binding on all Participants, employees, former employees, and Beneficiaries.

G. Electronic Delivery

This summary plan description and other important Plan information may be delivered to you through electronic means. This summary plan description contains important information concerning the rights and benefits of your Plan. If you receive this summary plan description (or any other Plan information) through electronic means you are entitled to request a paper copy of the information, free of charge, from the Plan Administrator. The electronic version of this document (or any other Plan information) contains substantially the same content as the paper version.

IX. Internal Revenue Service Tests

Federal law requires that amounts contributed by you and on your behalf by your Employer for a given limitation year generally may not exceed the lesser of:

1. $40,000 (or such amount as may be prescribed by the Secretary of the Treasury); or
2. one hundred percent (100%) of your annual Compensation, including any salary reductions to an employer sponsored cafeteria plan, a 401(k) plan, a simplified employee pension or a tax-deferred annuity.

Contributions to this Plan, along with any Employer contributions to any other Employer-sponsored defined contribution plan, may not exceed the above limits. If this does occur then excess contributions allocated to your account may be forfeited or refunded to you. Income tax consequences may apply to you on any refund. You will be notified by the Plan Administrator if you will be subject to reduced contributions.

The limitation year for purposes of applying the above limits is the twelve month period ending December 31.

X. Participant Rights

A. Claims Procedures

If you believe you are entitled to a benefit, or you disagree with a decision regarding your benefit under the Plan, you may submit a claim for benefits in writing to the claims reviewer (a person or persons selected by the Plan Administrator to handle Plan employee benefit matters). The basis and amount of the claim must be specified. If you do not file a claim or follow the claims procedures, you may give up your legal rights under the Plan.

You must file a written claim with the claim reviewer, including the facts and arguments that you want considered during the claims procedure.

Within ninety (90) days of the date the claims reviewer receives your claim, you will receive a written notice of the decision or a notice describing the need for additional time (up to ninety (90) additional days) to reach a decision. If the claims reviewer notifies you that additional time is needed, the notice will describe the special circumstances requiring the extension and the date by which it expects to reach a decision. If the claims reviewer

denies your claim, in whole or in part, you will receive a notice specifying the reasons, the Plan provisions on which the denial is based, a description of additional material (if any) needed to perfect the claim, your right to file a civil action under section 502(a) of ERISA if your claim is denied upon review, and it will also explain your right to request a review.

If your claim is denied, you may request a review of your claim by the Plan Administrator. The Plan Administrator must receive actual delivery of your written request for review within sixty (60) days after the date you receive notice that your claim was denied. Your request must include issues that you want considered in the review. You may submit written comments, documents, records, and other information relating to your claim. Upon request you are entitled to receive free of charge reasonable access to and copies of the relevant documents, records, and information used in the claims process.

Within sixty (60) days after the date the Plan Administrator receives your request, you will receive a written notice of the decision or a notice describing the need for additional time (up to sixty (60) additional days) to reach a decision. If the Plan Administrator notifies you that it needs additional time, the notice will describe the special circumstances requiring the extension and the date by which it expects to reach a decision. If the Plan Administrator affirms the denial of your claim, in whole or in part, you will receive a notice specifying the reasons, the Plan provisions on which the denial is based, notice that upon request you are entitled to receive free of charge reasonable access to and copies of the relevant documents, records, and information used in the claims process, and your right to file a civil action under section 502(a) of ERISA.

If the Plan Administrator determines further information is needed to complete its review of your denied claim, you will receive a written notice describing the additional information necessary to make the decision. You will then have sixty (60) days from the date you receive the notice requesting additional information to provide it to the Plan Administrator. The time between the date the Plan Administrator sends the request to you and the date it receives the requested additional information from you shall not count against the sixty (60) day period in which the Plan Administrator has to decide your claim on review. If the Plan Administrator does not receive a response, then the period by which the Plan Administrator must reach its decision shall be extended by the sixty (60) day period provided to you to submit the additional information. Note: If special circumstances exist, this period may be further extended.

The following is important information that you should consider when filing for a claim or a review of a claim.

In General. The Plan Administrator will make all decisions on claims and review of claims. The Plan Administrator has the sole discretion, authority, and responsibility to decide all factual and legal questions under the Plan. This includes interpreting and construing the Plan and any ambiguous or unclear terms, and determining whether a claimant is eligible for benefits and the amount of the benefits, if any, a claimant is entitled to receive. The Plan Administrator may hold hearings and reserves the right to delegate its authority to make decisions. The Plan Administrator may rely on any applicable statute of limitations as a basis to deny a claim. The Plan Administrator's decisions are conclusive and binding on all parties. You may, at your own expense, have

an attorney or representative act on your behalf, but the Plan Administrator reserves the right to require a written authorization for a person to act on your behalf.

Time Periods. The time period for review of your claim begins to run on the date the Plan Administrator receives your written claim. Similarly, if you file a timely request for review, the review period begins to run on the date the Plan Administrator receives your written request. In both cases, the time period begins to run regardless of whether you submit comments or information that you would like to be considered on review.

Exhaustion of Administrative Remedies. Before commencing legal action to recover benefits, or to enforce or clarify rights, you must completely exhaust the Plan's claim and review procedures. If you file your claim within the required time, complete the entire claims procedure, and the Plan Administrator denies your claim after you request a review, you may sue over your claim (unless you have executed a release on your claim).

Administrative Safeguards. The Plan uses the claims procedures outlined herein and the review by the Plan Administrator as administrative processes and safeguards to ensure that the Plan's provisions are correctly and consistently applied.

Claims Based on Disability. In general, the foregoing rules that apply to claims for benefits and review of claims also apply to claims for benefits and the review of claims for benefits based on disability. However, the processing of claims for benefits based on disability must occur sooner. Certain different time frames and rules that apply to claims for benefits based on disability are discussed below.

- Filing a Claim. The time period for responding to your claim is shortened from ninety (90) days to forty-five (45) days. The time by which the Plan Administrator will respond may be extended by thirty (30) days and then an additional thirty (30) days.
- Filing a Request for Review. You must file your request for review within one hundred eighty (180) days after the date that you received notice that your claim had been denied. The time period for responding to your claim is shortened from sixty (60) days to forty-five (45) days. The time to respond may be extended by forty-five (45) days.
- In General. As noted, special rules and time periods apply to claims for benefits that are based on a disability. If your claim for benefits relates to a disability, you should contact the Plan Administrator.
- Right to Information. If an internal rule, guideline, protocol or similar criterion was relied on in deciding your claim or request for review, you have the right to request such information free of charge, and the denial notice will contain a statement informing you of this right.

B. Statement of ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, 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.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit under the plan at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit under the plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you, other Plan participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

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 can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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 Plan 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 these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, 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.

APPENDIX A

LOAN PROCEDURES

Loans shall be permitted under the Plan to the extent permitted by the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by the Participant individually, to hold assets of the Plan. A loan made under this Plan must be made in accordance with these loan procedures.

(a) The Plan Administrator will establish the terms and provisions of the loan program provided that said terms and provisions conform with the requirements of sections 72(p) and 403(b) and the regulations issued with respect to the application of those sections.

(b) In general, upon the request of a Participant or Beneficiary in writing or by a method required or made available by the Plan Administrator, the Plan Administrator shall permit a loan to be made from the Account or Accounts attributable to Participant contributions to such Participant or Beneficiary, provided that in making such loan, consideration is given to those factors which would be considered in a normal commercial setting by an entity in the business of making a similar type of loan. These factors may include the individual's credit worthiness and financial need. Such loan shall be made available to all Participants or Beneficiaries on a reasonably equivalent basis. A loan shall not be made available to a Highly Compensated Employee, in an amount greater than the amount made available to other individuals. No loan will be made to any shareholder-employee or owner-employee or a family member (those terms are intended to have the meanings applicable to them under section 408(d) of ERISA). A loan must be adequately secured and bear a reasonable interest rate. The Account or Accounts of a Participant must be used as security for a loan. No loan shall exceed the present value of the Account or Accounts attributable to Participant contributions of the Participant.

(c) No loan to any individual may be made to the extent that such loan when added to the outstanding balance of all other loans to the individual would exceed the lesser of: (i) fifty thousand dollars ($50,000) reduced by the excess, if any, of the highest outstanding balance of loans from the Plan during the one-year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made; or (ii) fifty percent (50%) of the present value of the nonforfeitable accrued benefit of the borrower or, if greater, the total accrued benefit up to $10,000; for purposes of this limitation, all loans from all plans of the Employer and any employer who is a member of the controlled group of entities of which the Employer is a member as determined under section 414 of the Code (an "affiliate") are aggregated. Also, any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a specified period not exceeding five (5) years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant; not more than fifty

percent (50%) of the Account or Accounts attributable to Participant contributions of the Participant may be pledged as security for the outstanding balance of the Plan loan made to the individual.

(d) For purposes of applying the limits of these procedures, all qualified employer plans (as defined in section 72(p)(4) of the Code) of the Employer and any "affiliate" shall be treated as one such plan.

(e) In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Plan.

(f) The Plan Administrator shall maintain adequate records regarding any loans made and shall establish separate accounts or subaccounts to the extent necessary to carry out the provisions of these procedures.

(g) Amounts attributable to a Participant's employer contribution Account may not be loaned to the Participant or Beneficiary. A Participant may borrow from the portion of his or her Account or Accounts attributable to Participant contributions subject to the limitations and conditions of applicable requirements of section 72(p) and section 403(b) of the Code, and section 1.72(p)-1 and section 1.403(b)-6 of the Treasury Regulations and the terms of loan guidelines adopted by the Plan Administrator from time to time. Therefore, a loan must bear a reasonable rate of interest, the loan must have a fixed repayment schedule, and the loan must have repayment safeguards to which a prudent lender would adhere. Any loan to a Participant will be secured first by the Roth elective deferral contribution Account of the Participant and next, if necessary, by the Pre-tax elective deferral contribution Account of the Participant.

APPENDIX B

QUALIFIED DOMESTIC RELATIONS ORDERS

SECTION 1
GENERAL MATTERS

Terms defined in the Plan shall have the same meanings when used in this Appendix B

1.1. **General Rule**. The Plan shall not honor the creation, assignment or recognition of any right to any benefit payable with respect to a Participant pursuant to a domestic relations order unless that domestic relations order is a qualified domestic relations order.

1.2. **Alternate Payee Defined**. The only persons eligible to be considered alternate payees with respect to a Participant shall be that Participant's spouse, former spouse, child or other dependent.

1.3. **DRO Defined**. A domestic relations order is any judgment, decree or order (including an approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant and which is made pursuant to a state domestic relations law (including a community property law).

1.4. **QDRO Defined**. A qualified domestic relations order is a domestic relations order which creates or recognizes the existence of an alternate payee's right to (or assigns to an alternate payee the right to) receive all or a portion of the Account of a Participant under the Plan and which satisfies all of the following requirements.

1.4.1. **Names and Addresses**. The order must clearly specify the name and the last known mailing address, if any, of the Participant and the name and mailing address of each alternate payee covered by the order.

1.4.2. **Amount**. The order must clearly specify the amount or percentage of the Participant's benefits to be paid by the Plan to each such alternate payee or the manner in which such amount or percentage is to be determined.

1.4.3. **Payment Method**. The order must clearly specify the number of payments or period to which the order applies.

1.4.4. **Plan Identity**. The order must clearly specify that it applies to this Plan.

1.4.5. **Settlement Options**. Except as provided in Section 1.4.8 of this Appendix B, the order may not require the Plan to provide any type or form of benefits or any option not otherwise provided under the Plan.

1.4.6. **Increased Benefits**. The order may not require the Plan to provide increased benefits.

1.4.7. **Prior Awards**. The order may not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

1.4.8. **Exceptions**. Notwithstanding Section l.4.5 of this Appendix B:

(a) The order may require payment of benefits be made to an alternate payee before the Participant has separated from service:

(i) if the order requires payment as of a date that is on or after the date on which the Participant attains (or would have attained) the earliest payment date described in Section 1.4.10 of this Appendix B, or

(ii) if the order requires (A) that payment of benefits be made to an alternate payee in a single lump sum as soon as is administratively feasible after the order is determined to be a qualified domestic relations order, and (B) does not contain any of the provisions prohibited by Section 414(p) of the Internal Revenue Code, and (C) provides that the payment of such single lump sum fully and permanently discharges all obligations of the Plan to the alternate payee.

(b) The order may require that payment of benefits be made to an alternate payee as if the Participant had retired on the date on which payment is to begin under such order (but taking into account only the present value of benefits actually accrued).

(c) The order may require payment of benefits to be made to an alternate payee in any form in which benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse).

1.4.9. **Deemed Spouse**. Notwithstanding the foregoing:

(a) The order may provide that the former spouse of a Participant shall be treated as a surviving spouse of such Participant for the purposes of the distribution of benefits under the Plan (and that any subsequent or prior spouse of the Participant shall not be treated as a spouse of the Participant for such purposes), and

(b) The order may provide that, if the former spouse has been married to the Participant for at least one (1) year at any time, the surviving former spouse shall be deemed to have been married to the Participant for the one (1) year period ending on the date of the Participant's death.

1.4.10. **Payment Date Defined**. For the purpose of Section 1.4.8 of this Appendix B, the earliest payment date means the earlier of:

(a) the date on which the Participant is entitled to a distribution under the Plan, or

(b) the later of (i) the date the Participant attains age fifty (50) years, or (ii) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

1.4.11. **Permissible Provisions**. Effective April 6, 2007, a domestic relations order will not fail to be a qualified domestic relations order: (i) solely because the order is issued after or revises another domestic relations order or qualified domestic relations order, or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

SECTION 2
PROCEDURES

2.1. **Actions Pending Review**. During any period when the issue of whether a domestic relations order is a qualified domestic relations order is being determined by the Plan Administrator, the Plan Administrator shall cause the Plan to separately account for the amounts which would be payable to the alternate payee during such period if the order were determined to be a qualified domestic relations order.

2.2. **Reviewing DROs**. Upon the receipt of a domestic relations order, the Plan Administrator shall determine whether such order is a qualified domestic relations order.

2.2.1. **Receipt**. A domestic relations order shall be considered to have been received only when the Plan Administrator shall have received a copy of a domestic relations order which is complete in all respects and is originally signed, certified or otherwise officially authenticated.

2.2.2. **Notice to Parties**. Upon receipt of a domestic relations order, the Plan Administrator shall notify the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant that such domestic relations order has been received. The Plan Administrator shall include with such notice a copy of this Appendix B.

2.2.3. **Comment Period**. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded a comment period of thirty (30) days from the date such notice is mailed by the Plan Administrator in which to make comments or objections to the Plan Administrator concerning whether the domestic relations order is a qualified domestic relations order. By the unanimous

written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the thirty (30) day comment period may be shortened.

2.2.4. **Initial Determination**. Within a reasonable period of time after the termination of the comment period, the Plan Administrator shall give written notice to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant of its decision that the domestic relations order is or is not a qualified domestic relations order. If the Plan Administrator determines that the order is not a qualified domestic relations order or if the Plan Administrator determines that the written objections of any party to the order being found a qualified domestic relations order are not valid, the Plan Administrator shall include in its written notice:

(i) the specific reasons for its decision,

(ii) the specific reference to the pertinent provisions of the Plan upon which its decision is based,

(iii) a description of additional material or information, if any, which would cause the Plan Administrator to reach a different conclusion, and

(iv) an explanation of the procedures for reviewing the initial determination of the Plan Administrator.

2.2.5. **Appeal Period**. The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded an appeal period of sixty (60) days from the date such an initial determination and explanation is mailed in which to make comments or objections concerning the original determination of the Plan Administrator. By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the sixty (60) day appeal period may be shortened.

2.2.6. **Final Determination**. In all events, the final determination of the Plan Administrator shall be made not later than eighteen (18) months after the date on which first payment would be required to be made under the domestic relations order if it were a qualified domestic relations order. The final determination shall be communicated in writing to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant.

2.3. **Final Disposition**. If the domestic relations order is finally determined to be a qualified domestic relations order and all comment and appeal periods have expired, the Plan shall pay all amounts required to be paid pursuant to the domestic relations order to the alternate payee entitled thereto. If the domestic

relations order is finally determined not to be a qualified domestic relations order and all comment and appeal periods have expired, benefits under the Plan shall be paid to the person or persons who would have been entitled to such amounts if there had been no domestic relations order.

2.4. **Orders Being Sought**. If the Plan Administrator has notice that a domestic relations order is being or may be sought but has not received the order, the Plan Administrator shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or beneficiary which otherwise would be due. If the Plan Administrator has determined that a domestic relations order is not a qualified domestic relations order and all comment and appeal periods have expired, the Plan Administrator shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or beneficiary which otherwise would be due even if the Plan Administrator has notice that the party claiming to be an alternate payee or the Participant or both are attempting to rectify any deficiencies in the domestic relations order. Notwithstanding the above, after the commencement of a divorce action, the Plan Administrator shall comply with a restraining order, duly issued by the court handling the divorce, reasonably prohibiting the disposition of a Participant's benefits pending the submission to the Plan Administrator of a domestic relations order or prohibiting the disposition of a Participant's pending resolution of a dispute with respect to a domestic relations order.

SECTION 3
PROCESSING OF AWARD

3.1. **General Rules**. If a benefit is awarded to an alternate payee pursuant to an order which has been finally determined to be a qualified domestic relations order, the following rules shall apply.

3.1.1. **Source of Award**. If a Participant shall have a Vested interest in more than one Account under the Plan, the benefit awarded to an alternate payee shall be withdrawn from the Participant's Accounts in proportion to the Participant's Vested interest in each of them.

3.1.2. **Effect on Account**. For all purposes of the Plan, the Participant's Account (and all benefits payable under the Plan which are derived in whole or in part by reference to the Participant's Account) shall be permanently diminished by the portion of the Participant's Account which is awarded to the alternate payee. The benefit awarded to an alternate payee shall be considered to have been a distribution from the Participant's Account for the limited purpose of determining the Vested portion of the Participant's Account.

3.1.3. **After Death**. After the death of an alternate payee, all amounts awarded to the alternate payee which have not been distributed to the alternate payee and which continue to be payable shall be paid in a single lump sum distribution to the personal representative of the alternate payee's estate as soon as administratively feasible unless the qualified domestic relations

order clearly provides otherwise. The Participant's beneficiary designation shall not be effective to dispose of any portion of the benefit awarded to an alternate payee unless the qualified domestic relations order clearly provides otherwise.

3.1.4. **In-Service Benefits**. Any in-service distribution and the loan provisions of the Plan shall not be applicable to the benefit awarded to an alternate payee.

3.2. **Segregated Account**. If the Plan Administrator determines that it would facilitate the administration or the distribution of the benefit awarded to the alternate payee or if the qualified domestic relations order so requires, the benefit awarded to the alternate payee shall be established on the books and records of the Plan as a separate account belonging to the alternate payee.

3.3. **Former Alternate Payees**. If an alternate payee has received all benefits to which the alternate payee is entitled under a qualified domestic relations order, the alternate payee will not at any time thereafter be deemed to be an alternate payee or prior alternate payee for any substantive or procedural purpose of this Plan.