

**CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC.
RETIREMENT PLAN**

SUMMARY PLAN DESCRIPTION

SPONSORED BY:

CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC.

EMPLOYER IDENTIFICATION NUMBER: 59-1435252

PLAN NUMBER: 001

EFFECTIVE DATE OF PLAN: July 1, 1991

EFFECTIVE DATE OF RESTATEMENT OF PLAN: July 1, 2004

PLAN YEAR END: June 30

PLAN ADMINISTRATOR: CDS Family & Behavioral Health Services, Inc.

001NED-080702-062905

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**CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC.
RETIREMENT PLAN**

**ARTICLE I
INTRODUCTION TO THE PLAN**

1.01 WHAT IS THE PURPOSE OF THIS PLAN?

CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC. (hereinafter "the Employer") has amended CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC. RETIREMENT PLAN as of July 1, 2004. The Employer continues to maintain this Plan in order to provide funds for your retirement and to provide funds for your beneficiary(ies) in the event of your death. The Plan was established for the exclusive benefit of the Participants and their Beneficiaries

1.02 WHAT TYPE OF RETIREMENT PLAN IS THIS?

This Plan is a "403(b)" Plan. "403(b)" is the section of the Internal Revenue Code which governs this type of plan.

The Plan is funded by one or more Investment Arrangements (including custodial accounts ("mutual funds") held by VALIC Trust Company, through December 31, 2003, and beginning January 1, 2004, AIG Federal Savings Bank, as custodian and annuity contracts issued by the Variable Annuity Life Insurance Company) selected by the Employer.

The Employer will, under the terms of the Plan, make contributions to an Investment Arrangement on your behalf. These contributions are exempt from federal income taxation until they are distributed from the Plan

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?

Contributions to the Plan are invested in one or more Investment Arrangements approved by the Employer for use in this Plan. Investment Arrangements provide for contributions to be held and credited with interest, or gains and losses, depending on the Investment Arrangement selected. Your benefits under the Plan will be in the form of payments under the Investment Arrangements, which in the case of an annuity contract, may be in the form of periodic payments to you at regular intervals either for a period certain or for one or more lives, and in the case of a custodial account, may be in the form of a lump sum payment or payments of a specified amount or for a specified period or such other options as permitted under the custodial agreement.

Each Investment Arrangement selected by Participants in the Plan must meet the requirements of Section 403(b) of the Internal Revenue Code and the Plan Administrator must provide a Qualified Joint and Survivor Annuity (see section 9.03) and a Qualified Pre-Retirement Survivor Annuity (see section 9.04) which conform to the requirements of the Plan and other IRS guidelines which govern a 403(b) Plan.

The Plan is intended to be an ERISA Section 404(c) participant-directed plan, which means that the participants exercise control over the assets in their individual accounts and that Plan fiduciaries may be relieved of liability for losses that are a result of participant investment instructions if certain requirements are met.

Contributions to the Plan on your behalf may be invested in mutual funds which are held in a custodial account pursuant to Section 403(b)(7) of the Internal Revenue Code. Any such custodial accounts made available under the Plan must be held by a bank or an approved non-bank trustee or custodian permitted under the Internal Revenue Code or by the Secretary of the Treasury.

All contributions made to the Plan on your behalf will be placed in individual Accounts in your name although they may not be fully "vested" (see Article VII). The Plan will maintain control of these Accounts as long as they remain under the Plan.

YOU SHOULD CAREFULLY REVIEW THE ANNUITY CONTRACT, CERTIFICATE, CUSTODIAL AGREEMENT, PROSPECTUS, OR OTHER MATERIAL PROVIDED BY THE EMPLOYER, THE INSURANCE COMPANY OR THE CUSTODIAN TO UNDERSTAND YOUR OPTIONS UNDER THE INVESTMENT ARRANGEMENT YOU SELECTED, HOW THE PLAN FUNDS ARE INVESTED, AND ANY CHARGES WHICH MAY APPLY. HOWEVER, IF THERE IS EVER A CONFLICT BETWEEN THE PROVISIONS OF THIS PLAN AND ANY MATERIAL YOU RECEIVE FROM AN INVESTMENT PROVIDER UNDER THE PLAN, THE PLAN PROVISIONS WILL APPLY. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE PLAN ADMINISTRATOR.

1.04 WHAT IS A "SUMMARY PLAN DESCRIPTION"?

The Summary Plan Description is a brief explanation of the Plan as well as of your rights, obligations, and benefits under the Plan. This Summary Plan Description is not intended to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may be determined accurately only by reading the actual provisions of the Plan document, copies of which may be obtained from the Employer. The Plan Administrator (see section 2.02) will answer any questions concerning the Plan or this Summary Plan Description.

Certain words which are capitalized are "defined terms". That is, they are defined for this Plan in a certain way. The definitions are provided throughout this Summary Plan Description and an alphabetical index of the terms can be found at the back.

In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan will govern.

ARTICLE II
GENERAL PLAN INFORMATION

There is certain general information about the Plan which you should know. This information is contained in this section.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

A. The name of the Plan is CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC. RETIREMENT PLAN.

B. The Employer has assigned Plan Number 001 to this Plan.

C. The Employer's full name, address and Employer Identification Number (EIN) are listed below:

CDS Family & Behavioral Health Services, Inc.
1300 NW 6th Street
Gainesville, Florida 32601
59-1435252

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

The Plan Administrator is the person or organization responsible for keeping the records of the Plan and the day-to-day operation of the Plan. The Plan Administrator will also answer any questions you may have concerning the Plan's operation. The name, address and telephone number of the Plan Administrator are listed below:

CDS Family & Behavioral Health Services, Inc.
1300 NW 6th Street
Gainesville, Florida 32601
(352) 334-3800

2.03 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?

The name, address and telephone number of the Plan's Agent for Service of Legal Process are listed below:

Jim Pearce
CDS Family & Behavioral Health Services, Inc.
1300 NW 6th Street
Gainesville, Florida 32601
(352) 334-3800, X3824

Service of legal process concerning the Plan may also be made upon the Employer. The Plan will be governed by the laws of the state (Florida) in which it is executed, except for those matters in which federal law preempts state law.

ARTICLE III
IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?

 This is a restatement of a prior plan which was originally effective July 1, 1991. The Effective Date of this restatement is July 1, 2004.

3.02 WHAT IS THE "PLAN YEAR"?

 The Plan is based on a 12 month period known as the Plan Year. The Plan Year begins on July 1 and ends on June 30.

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 HOW DO I BECOME ELIGIBLE FOR EMPLOYER CONTRIBUTIONS?

A. Eligible Class of Employees. You may become eligible to receive Employer Contributions under this Plan if you are part of one of the employment classifications listed below:

All Employees. Independent contractors who are considered "leased employees" of the Employer for certain federal income tax purposes are not Employees.

B. Excluded Employees. There are no excluded Employees. All Employees in subsection A can become eligible to receive Employer Contributions.

C. Eligibility Requirements. If you are an Employee in the Eligible Class and are not an Excluded Employee, you must meet certain eligibility requirements before you become eligible to participate in the Plan. These requirements are explained below:

You will be eligible for Employer Contributions if you have reached age 18.

4.02 WHEN DOES MY PARTICIPATION IN THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS BEGIN?

After you have satisfied the Plan's eligibility requirements for Employer Contributions, you will become a Participant in the Plan. You will become a Participant on a specified day of the Plan Year. This day is called the "Plan Entry Date".

If you are employed on the Effective Date of the Plan and have satisfied the eligibility requirements, your Plan Entry Date is the Plan's Effective Date. Otherwise, you will enter the Plan on the Plan Entry Date indicated below.

The Plan Entry Date is the first payroll period beginning after the date you meet the Plan's eligibility requirements.

4.03 WHEN DO I BECOME ELIGIBLE TO RE-ENTER THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS IF I AM REHIRED AFTER TERMINATING MY EMPLOYMENT WITH THE EMPLOYER?

If you are reemployed after a Break in Service (see section 5.07), you will become eligible for Employer Contributions as of the later of the date you return or the date you satisfy the eligibility requirements of section 4.01. Service before such Break in Service will be taken into account immediately.

ARTICLE V
DEFINITION OF SERVICE WITH THE EMPLOYER

5.01 WHAT IS AN "HOUR OF SERVICE"?

The term "Hour of Service" has a special meaning for Plan purposes. You will be credited with an Hour of Service for:

(a) each hour for which you are paid, or entitled to payment, for the performance of duties for the Employer; plus,

(b) each hour for which you are paid, or entitled to payment, by the Employer for a period of time during which no duties are performed for the following reasons: vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty, or leave of absence; plus,

(c) each hour for which back pay is awarded or agreed to by the Employer.

5.02 WHAT IS A "YEAR OF SERVICE"?

The term "Year of Service" is used throughout this Summary Plan Description and is very important. A Year of Service is a Computation Period during which you are credited with at least 501 Hours of Service.

You will always receive credit for a Year of Service for Vesting (see Article VII) if you are credited with at least 501 Hours of Service during the Computation Period (see section 5.03B) regardless of the special requirements, if any, of section 5.08.

5.03 WHAT IS A "COMPUTATION PERIOD"?

A. For Eligibility Purposes. This section is not applicable. The Plan does not include a service requirement for eligibility purposes.

B. For Vesting Purposes. The Computation Period for calculating a Year of Service for Vesting purposes will be the Plan Year.

5.04 DOES SERVICE WITH ANOTHER EMPLOYER COUNT AS SERVICE UNDER THIS PLAN?

Only Years of Service with the Employer are recognized by this Plan.

5.05 ARE YEARS OF SERVICE BEFORE THE EFFECTIVE DATE OF THE PLAN RECOGNIZED FOR VESTING PURPOSES?

All Years of Service with the Employer will be counted for Vesting purposes.

5.06 WHAT IS "SEPARATION FROM SERVICE"?

"Separation from Service" is the date your employment with the Employer terminates for any reason.

5.07 WHAT IS A "BREAK IN SERVICE"?

A "Break in Service" is a Computation Period in which you do not complete more than 500 Hours of Service with the Employer. You will not be considered to have a Break in Service in the Plan Year in which you become a Participant, die, retire or become disabled. You will receive credit for Hours of Service for certain authorized leaves of absence and maternity or paternity leaves of absence.

You will be credited with a certain number of Hours of Service automatically, even if you are not at work, if you are absent for one of the following reasons: (a) pregnancy, (b) the birth of a child, (c) adoption of a child, or (d) for purposes of caring for such a child for a period immediately following such birth or placement. You must furnish to the Plan Administrator, in a timely manner, such information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service.

A period of unpaid FMLA leave will not be treated or counted as a Break in Service for purposes of vesting or eligibility to participate. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service. If any FMLA leave is also covered under the preceding paragraph regarding maternity or paternity absences, the more generous of the two rules will apply.

If you terminate your employment with the Employer and are rehired before a Break in Service, you will continue to participate in the Plan as if your termination of employment had not occurred.

If you terminate your employment with the Employer and are rehired after a Break in Service, your service before and after the Break will be counted for Vesting only after you have completed one Year of Service following the date you are rehired.

If you are rehired before having 5 or more consecutive Breaks in Service and were vested in any portion of your Account derived from Employer contributions, you will receive credit for all Years of Service credited to you before your Break in Service.

You will receive credit for all Years of Service credited to you before your Break in Service if you are rehired after five or more consecutive Breaks in Service, and:

(a) You were vested in any portion of your Accounts derived from Employer Contributions; or,

(b) Your number of prior Years of Service exceed that of the Breaks in Service.

If you do not have a "vested interest" (see Article VII) in any of the Employer Contributions to your Accounts and are reemployed following a Break in Service, you will lose credit for your pre-break Years of Service if the number of your consecutive one-year Breaks in Service exceeds or equals the greater of:

(a) five; or,

(b) the number of your pre-break Years of Service.

5.08 WHAT SPECIAL SERVICE REQUIREMENTS DETERMINE WHETHER I RECEIVE AN EMPLOYER CONTRIBUTION DURING A GIVEN PLAN YEAR?

There are no special service requirements for receiving Employer Contributions.

ARTICLE VI
CONTRIBUTIONS TO THE PLAN

6.01 WHAT CONTRIBUTIONS WILL THE EMPLOYER MAKE TO THE PLAN?

The following contributions will be made for you if you are eligible for Employer Contributions:

You may be entitled to share in the contributions made by the Employer to the Plan. The amount of contribution made by the Employer each Plan Year is totally within the Employer's discretion and may be zero in some years. Your share of the contribution, if any, will be equal to the following amount:

$$\frac{\text{Your Compensation}}{\text{Total Compensation of All Eligible Participants}} \times \text{The Employer's Contribution}$$

6.02 WHAT ARE "EXCESS CONTRIBUTIONS"?

This section is not applicable.

6.03 WHAT ARE THE LIMITATIONS ON FAVORABLE TAX TREATMENT?

Contributions made by you and any contributions made by your employer are generally not taxable when made to the Plan. Instead, you are taxed when withdrawals are made from the Plan. You will pay tax if the total contributions in a year exceed limitations under the Federal tax laws. These limits can be complicated in the case of section 403(b) arrangements and you should consult the Plan Administrator if you have any questions.

6.04 WHAT DOES "COMPENSATION" MEAN FOR PLAN PURPOSES?

A. Definition. For Plan purposes, "Compensation" means the amount paid to you by the Employer for services rendered during the Plan Year. For years after 2003, the Plan, by law, generally cannot recognize annual compensation in excess of \$205,000. This amount may be adjusted for cost-of-living increases.

B. Treatment of Elective Deferrals. The Compensation taken into account for Plan purposes (under subsection A above) will include your Elective Deferrals or any amount which is contributed or deferred by the Employer at your election under a cafeteria plan or qualified transportation plan.

C. Compensation Prior to Plan Entry Date. In the Plan Year in which you become eligible for Employer Contributions, the Employer will make contributions for you based on the Compensation you earned for the entire Plan Year.

6.05 WHAT LIMITATIONS APPLY TO THE EMPLOYER'S CONTRIBUTIONS?

Contributions made by the Employer are generally not taxable when made to the Plan. Instead, you are taxed when withdrawals are made from the Plan. You will pay tax if the total contributions in a year exceed limitations under the Federal tax laws. These limits can be complicated in the case of section 403(b) arrangements and you should consult the Plan Administrator if you have any questions. Generally, the total contributions may be subject to tax if they exceed the lesser of 100% of your compensation (after certain adjustments) for Plan Years, after December 31, 2003, or \$41,000 (this dollar amount may be adjusted periodically to reflect increases in the cost of living). However, for certain years, contributions may also be subject to tax if they exceed the "exclusion allowance" limitation that applies to 403(b) plans. For years 2000 and 2001, contributions to a defined benefit pension plan will not be treated as previously excluded amounts for purposes of the "exclusion allowance." For limitation years beginning on or after January 1, 2000, if you are also in a defined benefit pension plan with the the Employer, the test that requires combining aspects under the defined benefit plan and any defined contribution plan of the employer no longer applies when determining the "exclusion allowance." For years after 2001, the "exclusion allowance" limitation no longer applies.

In addition, your own salary reduction contributions may not exceed a specified amount for the calendar year unless certain exceptions apply to you. That amount is \$11,000 (for 2002), \$12,000 (for 2003), \$13,000 (for 2004), \$14,000 (for 2005), and \$15,000 (for 2006). This limit may be increased after 2006 for cost-of-living changes.

6.06 DOES THE PLAN ACCEPT TRANSFERS/ROLLOVERS FROM ANOTHER 403(B)?

You may transfer funds from another 403(b) to this 403(b) Plan. This may be done by first rolling the distribution from the other 403(b) plan to an Individual Retirement Account or Annuity (IRA), and then moving the IRA funds to this 403(b) Plan. Or, the payor or Plan Administrator of the other 403(b) plan may transfer or directly rollover your distribution to this 403(b) Plan. In any event, your Account derived from transfers/direct rollovers/rollovers will be fully vested, but will be subject to the rules of this 403(b) Plan.

Beginning on or after January 1, 2002, at the discretion of the Plan Administrator, you may be permitted to deposit into the Plan distributions you have received from certain other plans and IRAs. Distributions of rollovers may be made at any time if there is no distributable event which permits a distribution of other accounts. You will always be 100% vested in your rollover contributions. Rollover contributions will be affected by any investment gains or losses.

ARTICLE VII

VESTING IN THE PLAN

7.01 WHAT IS "VESTING"?

"Vesting" is that portion of your Accounts which cannot be forfeited. It is directly related to your length of service with the Employer and is expressed as a percentage of your Account balances. Other terms which may be used to represent your Vesting are "nonforfeitable interest", "vested interest" or "vested percentage".

7.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM THE EMPLOYER'S CONTRIBUTIONS TO THE PLAN?

Your "vested percentage" in your Accounts derived from the Employer's contributions is determined by the Vesting schedule elected by the Employer.

The following schedule may not apply upon your Disability, death, or retirement (normal or early, if applicable). Section 7.03 below will explain any special Vesting provisions which apply upon any of the above mentioned events.

Please note that the term "Year of Service" has a specific meaning under the terms of this Plan, as explained in Article V.

The Plan's Vesting schedule for the Employer's Contributions is as follows:

| | | | |
|------|-------|-------|------------------|
| 0% | after | 0 – 4 | Years of Service |
| 100% | after | 5 | Years of Service |

7.03 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM THE EMPLOYER'S CONTRIBUTIONS UPON DISABILITY, DEATH, OR RETIREMENT?

A. **Disability.** If you become disabled (see section 8.03) while employed by the Employer, the portion of your Accounts derived from Employer Contributions will be fully vested.

B. **Death.** If you die while actively employed by the Employer, the portion of your Accounts derived from Employer Contributions will be fully vested.

C. **Early Retirement.** This section is not applicable.

D. **Normal Retirement.** Upon your Normal Retirement Age (see section 8.01) while still employed by the Employer, the portion of your Accounts derived from Employer Contributions will be fully vested.

7.04 WHAT ARE "FORFEITURES"?

"Forfeitures" are created when a Participant terminates employment before becoming entitled to 100% of the Accounts derived from the Employer's contributions.

Forfeitures will be used by the Employer to offset part of its future contributions to the Plan.

7.05 WHAT HAPPENS TO NON-VESTED MONEY IF I TERMINATE MY EMPLOYMENT AND AM LATER REHIRED?

If you are subsequently rehired by the Employer after a Separation from Service, but before five or more consecutive one-year Breaks in Service, you must **repay** any amounts distributed to you from Employer funded Accounts upon your termination of employment in order to have the Employer reinstate your previously forfeited benefits, if any. You will only receive this reinstatement if you make repayment within the 5 year period beginning on the date you separated from service (or received your distribution, whichever occurred later).

If you are rehired after having five or more consecutive Breaks in Service, you will permanently forfeit any benefits which were not vested upon your Separation from Service.

7.06 WHAT OTHER VESTING RIGHTS DO I HAVE?

Although the Plan has been amended, your vested benefit under the amendment must be at least as great as that prior to the amendment. You may elect to have your vested percentage calculated under the pre-amendment Vesting schedule if you had at least 3 Years of Service as of the date the amendment was adopted.

ARTICLE VIII
BENEFITS UNDER THE PLAN

8.01 WHAT IS "NORMAL RETIREMENT"?

A. Normal Retirement Age. Your Normal Retirement Age is the date on which you reach age 65.

B. Normal Retirement Date. Your Normal Retirement Date is the first day of the first month after you reach your Normal Retirement Age.

8.02 WHAT IS "EARLY RETIREMENT"?

This Plan does not provide for specific Early Retirement Benefits. This event is treated like any other Separation from Service under Article VIII (see section 8.04).

8.03 WHAT IS "DISABILITY"?

Under this Plan, Disability is defined as "a Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months". You will be considered disabled only if the permanence and degree of such impairment is supported by medical evidence.

8.04 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?

The Plan is designed to encourage you to stay with the Employer until retirement. If you terminate your employment prior to retirement, you will be entitled to the "vested percentage" of the contributions, if any, made by the Employer to your Accounts. Non-vested balances, if any, will be forfeited.

8.05 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

You may apply to the Plan Administrator for a loan. Your application must be in writing and is subject to the restrictions of this Summary Plan Description.

A. Requirements. Loans will be made available to all Participants on a reasonably equivalent basis, will not be made available to highly compensated employees in an amount greater than that of other employees, will be made in accordance with specific plan provisions, will bear a reasonable rate of interest comparable to the interest rate charged on similar commercial loans by persons in the business of lending money, and will be adequately secured by your vested interest in the Plan.

Beginning January 1, 2002, if the Plan permits loans to be made to participants, then any Plan provisions prohibiting loans to any owner-employee or shareholder-employee shall cease to apply.

B. Source of Loans. Loans will be made available from the following Accounts, including your rollover accounts:

Vested Employer Discretionary Contributions

C. Notes and Repayment. You will be required to sign a note which will be legally enforceable according to its terms. You must repay any loan by periodic level payments of principal and interest at least as frequently as quarterly over a reasonable period of time not to exceed five years. However, a loan used to purchase any dwelling unit which, within a reasonable time, is to be used as your principal residence may be repaid over a reasonable period of time that exceeds five years. During the time you are in military service, your loan payments may be suspended.

D. Spousal Consent. If you use any portion of your Accounts in the Plan as collateral for a loan and you are married, you must obtain your spouse's written consent in order to do so. This consent must be obtained within the ninety day period prior to the date on which the loan is made, and must be witnessed by a notary or the Plan Administrator (or his or her representative). Your spouse's consent is required for any subsequent revision of the loan. No more than 50% of your vested interest may be used as collateral for a loan.

E. Maximum Amount Available. The total of all loans you make from the plan may not exceed the lesser of \$50,000, or 50% of your vested interest in the Plan. If the \$50,000 limit applies, this limit is reduced by the excess of any highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which you apply for the new loan over the outstanding balance of loans from the plan on the date on which the loan was made. For example, if you borrowed \$30,000 from the Plan 6 months ago, any additional loan may not exceed \$20,000 until 12 months after the date of the \$30,000 loan. In any event, a loan may not exceed your vested Account balances as of the date the loan is made.

F. Unpaid Balance. Any unpaid loan balance will be deducted from your benefits when paid as a result of any distributable event (Disability, death, retirement, Separation from Service). However, you do have the option of repaying your loan balance prior to taking a distribution.

8.06 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS?

Hardship withdrawals are not allowed from the Plan.

ARTICLE IX
BENEFIT PAYMENT OPTIONS

9.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED BY THE EMPLOYER?

No portion of your Accounts derived from Employer Contributions will be available for distribution prior to your termination of employment with the Employer except as required under minimum distribution rules (see section 9.07) or for purposes of passing any necessary contribution limit or nondiscrimination tests.

9.02 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH THE EMPLOYER?

The vested portion of your Accounts derived from Employer Contributions will be available for distribution at any time after your termination of employment with the Employer.

9.03 HOW ARE RETIREMENT BENEFITS PAID?

A. Qualified Joint and Survivor Annuity. When you retire under the Plan, you will automatically receive a 50% Qualified Joint and Survivor Annuity (QJSA), unless you make a Qualified Election (with your spouse's consent) to waive this form of benefit. This means that if you die after benefits have begun and you are survived by a spouse, your spouse will receive for the rest of his or her life, a monthly benefit equal to 50% of the monthly benefit you were receiving at the time of your death. You may, however, elect a QJSA with a larger benefit for your spouse, such as 75% or 100%, which will mean lower payments during your life and higher payments during his or her life than the minimum required 50% QJSA. You should consult qualified tax counsel before making your QJSA election, since other forms of payment may yield a higher monthly benefit.

B. Unmarried Participant. If you are not married as of the date your benefits are to begin, you will automatically receive a life annuity, unless you make a Qualified Election to receive some other form of payment. This means you will receive payments for as long as you live. Upon your death, payments cease.

C. Waiver Period. Before you retire, the Plan Administrator will give you written information explaining the QJSA in greater detail. You will be given this information and the option to waive the QJSA form of payment between thirty and ninety days prior to the "annuity starting date". Your spouse must consent, in writing, to any Qualified Election you make to waive the QJSA and this waiver must be witnessed by a notary or a Plan representative. You may revoke any such waiver at any time without your spouse's consent, but any new waiver will require a new spousal consent.

You may elect to waive the requirement that the written explanation described above be provided to you at least thirty days prior to your "annuity starting date". This waiver must be in writing, and your spouse must consent to the waiver. However, if you elect to waive this 30-day period, your distribution cannot commence for at least seven days after the written explanation is provided to you.

For purposes of Article IX, the "annuity starting date" means the first day of the first period for which an amount is payable to you as an annuity or in any other form, for any reason.

D. Alternative Forms of Benefit Payments. If you and your spouse elect not to take a QJSA or you are not married and the required written consent has been provided to the Plan Administrator, you may receive your retirement benefit under any payout options that may be provided under your annuity contract or the Plan.

There are various methods by which benefits may be distributed to you from the Plan. The method depends on your marital status, elections made by you and your spouse (if any), and the size of your vested benefit. All methods of distribution, however, have equivalent values.

E. Benefits Upon Death after Retirement Benefits Commence. If you die after payment of benefits has begun, the remaining portion of your Accounts must be distributed at least as rapidly as under the method of distribution which was in effect on the date of your death.

9.04 WHAT HAPPENS IF I DIE BEFORE MY RETIREMENT BENEFITS BEGIN?

A. Qualified Pre-Retirement Survivor Annuity (QPSA). Upon your death, an amount equal to 50% of your death benefit payable under the annuity contract will be paid to your surviving spouse in the form of a "Qualified Pre-Retirement Survivor Annuity" (QPSA). The QPSA will be paid in periodic payments made over your spouse's lifetime if you die:

(1) after you have become vested; and,

(2) before your "annuity starting date"; and,

(3) you have not made a Qualified Election (see section 9.05) to waive the QPSA.

B. Beneficiary Other Than Spouse. If you wish to designate a Beneficiary other than your spouse, your spouse must consent, in writing, to waive his or her right to the death benefit. Such waiver must be witnessed by a notary or a Plan representative (usually the Administrator). You may revoke a waiver at any time and there is no limit on the amount of waivers you may make, providing each waiver complies with the rules described in this paragraph.

If no waiver is in effect and you wish to designate a Beneficiary other than your spouse for up to 50% of your benefits, you may do so without your spouse's consent. However, your spouse will still be entitled to at least 50% of your death benefit. Any balance remaining after payment to your spouse may be paid to your designated Beneficiary.

C. Waiver Period. The period during which you and your spouse may waive the QPSA begins as of the first day of the Plan Year in which you reach age 35 and ends when you die (the "Waiver Period"). Should you terminate employment prior to this period, your right to waive the QPSA commences as of your termination date and ends upon your death. The Plan Administrator will provide you with a detailed explanation of the QPSA within the period beginning with the first day of the Plan Year in which you reach age 32 and ending with the close of the Plan Year preceding the Plan Year in which you reach age 35, or if applicable, within a reasonable period of time following your date of employment or termination.

D. Unmarried Participant. If, however, you are not married at the time of your death, or your spouse cannot be located or your spouse has properly waived any right to the death benefit, then the death benefit will be paid to the Beneficiary you have designated on a form to be provided by the Plan Administrator.

Since your age and marital status both have a major impact on the form and manner of your death benefit, it is essential that you inform the Administrator as to your proper age and any changes in your marital status.

9.05 WHAT IS A "QUALIFIED ELECTION"?

A. Definition. A "Qualified Election" is your election not to receive benefits payable under the Plan in the form of a Qualified Joint and Survivor Annuity (see section 9.03A) and/or to have death benefits paid in a form other than a Qualified Pre-Retirement Survivor Annuity (see section 9.04A), provided that your spouse, if any, consents to such election in the presence of a Plan representative (usually the Plan Administrator) or a notary public.

The Qualified Election and your spouse's consent must be in writing on the form(s) prescribed by the Plan Administrator. No election will be a Qualified Election unless and until it is approved by the Plan Administrator. A Qualified Election will be effective only with respect to the spouse who has consented to the election.

B. Without Spousal Consent. If you establish to the satisfaction of the Plan Administrator that spousal consent cannot be obtained because you are not married, or because you cannot locate your spouse, your election will be deemed a Qualified Election.

9.06 DO DISTRIBUTIONS OF DIFFERENT AMOUNTS RECEIVE SPECIAL TREATMENT?

Any distribution requires your written consent plus the written consent of your spouse (if any), witnessed by a notary or a Plan representative (usually the Plan Administrator).

If your total vested Accounts are zero, you will be deemed to have received a distribution of your entire vested Account balances immediately upon your Separation from Service.

9.07 WHEN MUST MY BENEFITS BE PAID?

There are rules which require that certain minimum distributions be made from the plan.

Except for benefits accrued prior to January 1, 1987, for which records have been maintained by the issuer of your annuity contract under the plan or the custodian of your custodial account (mutual funds) under the plan, "grandfathered amounts" the following rules apply to your benefits under the plan:

Latest Beginning Date. You must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach 70-1/2 or retire, whichever is later.

If you reached age 70-1/2 prior to 1998, special options may be available. You should contact your Plan Administrator for additional information regarding these options. If you attained age 70-1/2 after 1995, you may choose whether to begin your distributions at age 70-1/2 or wait until you actually retire.

Basically, the method of distribution you elect must provide that 100% of your benefits be distributed over your lifetime, or over the lifetimes of you and your named Beneficiary. Special rules apply if your named Beneficiary is your spouse. If the Beneficiary named is not your spouse and there is a substantial age difference, minimum death incidental benefit rules will require that a higher percentage be distributed over your life expectancy. Life expectancies (except in the case of an annuity) of you and your spouse Beneficiary may be recalculated annually; life expectancies of nonspouse Beneficiaries may not be recalculated.

Any grandfathered amounts (your pre-1987 account balance under the plan, for which records are kept) are also subject to rules which require that certain minimum distributions be made from the plan, and special options may be available for calculating these requirements. You should contact your Plan Administrator for additional information regarding your required beginning date and the calculation of your required distribution amounts from your grandfathered account balance.

Insufficient distributions will be subject to a 50% penalty tax, based on the amount of shortfall. Since this penalty is very severe, and the rules governing distributions are complex, competent professional advice should be obtained.

9.08 ARE MY PLAN BENEFITS INSURED?

The Pension Benefit Guaranty Corporation (PBGC) is a government agency that insures certain benefits provided under "defined benefit" pension plans. This Plan is not a "defined benefit" plan and thus, is not insured by the PBGC.

9.09 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

A. Withdrawals. A ten percent penalty tax applies on distributions for reasons other than the following events:

- (1) death;
- (2) Disability;
- (3) Separation from Service during or after the year in which you reach age 55;
- (4) age 59-1/2;
- (5) if the withdrawal is to cover tax deductible, uninsured medical expenses;
- (6) in the form of an annuity based on life expectancy or in the form of substantially equal installments paid at least annually and based on your life expectancy (such payments must continue until you reach age 59-1/2 and last at least five years); or,
- (7) if pursuant to a Qualified Domestic Relations Order (see section 10.04).

B. Required Minimum Distributions. A fifty percent excise tax is imposed on plan distributions that do not meet the minimum Internal Revenue Code required minimum distributions and required distributions beginning date (see section 9.07).

C. Rollovers. Generally, you may defer or reduce taxes which would otherwise be due by transacting a rollover to an IRA (individual retirement account/annuity) or another 403(b). You have the following two rollover options available.

(1) Direct Rollovers: You may have a distribution from the Plan paid directly to an IRA or another 403(b) by the payor or Plan Administrator. The distribution check is made payable to the trustee, custodian or issuer of the IRA or 403(b) receiving the distribution. If you transact a "direct rollover," the distribution will not be subject to mandatory 20% federal income tax withholding.

Beginning January 1, 2002, direct rollovers of eligible rollover distributions from the Plan may be paid directly to an IRA or another eligible retirement plan. Eligible retirement plans include 403(b) plans, 401(a) or 403(a) plans and governmental 457(b) plans. Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for rollover treatment. After-tax amounts may be eligible for rollover to another 403(b) plan or to an IRA.

You will be provided information regarding direct rollovers and mandatory withholding when you request a distribution. It is important that you review this information carefully and consult your tax advisor before making your distribution election.

(2) Participant Rollovers: If you elect to personally receive a distribution eligible for rollover, that is, the distribution check is made payable to you, the payor or Plan Administrator is required to withhold 20% from the distribution and send it to the IRS. The amount withheld is subject to income tax and, if you are under age 59-1/2, an additional 10% penalty tax may apply. Taxation of the withheld amount may be avoided only if, within 60 days of the date you receive the distribution, you rollover the following amounts to an IRA:

(a) the 80% of the distribution you receive; plus,

(b) an amount obtained from funds on hand which is equal to the 20% withheld.

Example: A is eligible to receive a \$10,000 distribution from the 403(b). If A elects a direct rollover, the \$10,000 will be paid by the 403(b) directly to A's IRA or other 403(b).

If A elects to personally receive the \$10,000 distribution, the following will occur:

(1) A will receive a check for \$8,000, reflecting mandatory 20% withholding of \$2,000. A then has 60 days to rollover the \$8,000 to an IRA to avoid tax on the \$8,000 for that year.

(2) Within the same 60 day period, A will have to replace the \$2,000 and rollover that amount to an IRA. Otherwise, the \$2,000 withheld will be taxable income that year and may also be subject to an additional 10% penalty tax if A was under age 59-1/2 on the date he received the distribution.

You will be provided information regarding direct rollovers and mandatory withholding when you request a distribution. It is important that you review this information carefully and consult your tax advisor before making your distribution election.

ARTICLE X

THE CLAIMS REVIEW PROCEDURE

10.01 HOW DO I SUBMIT A CLAIM FOR PLAN BENEFITS?

Benefits will be paid to you and your beneficiaries without the necessity of formal claims. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Administrator.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

10.02 WHAT IF MY BENEFITS ARE DENIED?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, different timeframes apply. The Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the

additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) A description of the plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 ("ERISA") following an adverse benefit determination on review.
- (e) In the case of disability benefits:
 - (1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 - (2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If no disposition of your claim is communicated to you by the Administrator within the time frames outlined in this section, you will be deemed to have exhausted the internal review requirements of the Plan. If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure below.

10.03 WHAT IS THE CLAIMS REVIEW PROCEDURE?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN OR ELECTRONIC NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits, then under the Claims Review Procedure:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) The health care professional engaged for purposes of a consultation under (b) immediately above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such

extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if your claim relates to disability benefits, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) A statement describing any voluntary appeal procedures offered by the plan and your right to obtain the information about such procedures and a statement of your right to bring a civil action under section 502(a) of ERISA.
- (e) In the case of disability benefits:
 - (1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
 - (2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.
 - (3) You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.

If benefits are provided or administered by an insurance company, insurance service, or other similar organization subject to regulation under the insurance laws, the insurance policy, contract or certificate relating to those benefits may include the company, service or organization's own claims procedures. If so, that company, service, or organization will be the entity to which claims are addressed. Ask the Administrator if you have any questions regarding the proper person or entity to which to address claims.

If you have a claim for benefits which is denied upon review, in whole or in part, you may file suit in a state or Federal court

10.04 WHAT IS A "QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)"?

As a general rule, the law provides that your interest in your Accounts may not be "alienated". This means that your interest may not be sold, used as collateral for a loan or debt, or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your Accounts.

There is an exception to this rule. The Plan Administrator may be required to recognize obligations you incur as a result of court-ordered child support or alimony payments. The Plan Administrator is required to honor a "Qualified Domestic Relations Order" (QDRO). A QDRO is defined as a court order or decree that requires you to pay child support or alimony, or otherwise allocates a portion of your assets to a spouse, former spouse, child or other legal dependent (Alternate Payee). If the Administrator receives a QDRO, all or a portion of your Accounts may be used to meet its terms. The Administrator is required to notify you upon receipt of a QDRO and is required to determine its validity prior to making any payments from your Accounts pursuant to it. To be a valid QDRO, the order generally cannot require the Plan to permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan, unless the Plan permits an earlier distribution to the Alternate Payee.

This Plan will not permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan if you had separated from service with the Employer

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 WHAT ARE MY RIGHTS AS A PLAN PARTICIPANT?

As a Participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

(a) Examine, without charge, at the Administrator's office and at other specified locations, 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 Pension and Welfare Benefit Administration.

(b) Obtain, upon written request to the 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 Administrator may make a reasonable charge for the copies.

(c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

(d) Obtain a statement telling you whether you have a right to receive a pension 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 pension benefit, the statement will tell you how many years you have to work to get a right to a pension. 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 this statement free of charge.

11.02 WHAT DUTIES ARE IMPOSED ON THE PEOPLE OR ENTITIES WHO OPERATE THE PLAN?

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit 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. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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 or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Administrator.

If it should happen that the Plan's 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 if, for example, it finds your claim is frivolous

11.03 WHAT CAN I DO IF I HAVE QUESTIONS OR MY RIGHTS ARE VIOLATED?

If you have any questions about the Plan, then you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

The claims procedures set forth in this Summary of Material Modifications are hereby adopted by the Plan Administrator and are effective with respect to claims filed on or after January 1, 2002. These claims procedures may be amended from time to time.

11.04 WHAT HAPPENS IF I LEAVE THE EMPLOYER TO PERFORM MILITARY SERVICE, AND THEN RETURN TO THE EMPLOYER?

If you leave the service of the Employer to perform military service, and then return to the Employer after that period of military service, you may be entitled to contributions, service credits, or other benefits under the Plan with respect to that period. You should consult the Plan Administrator if you believe this provision may apply to you

ARTICLE XII
AMENDMENT AND TERMINATION OF THE PLAN

12.01 CAN THE PLAN BE AMENDED?

The Employer may amend the Plan at any time, at its sole discretion. However, no amendment may result in a reduction of any Participant's vested interest or cause any portion of the Plan's assets to revert back to the Employer. No amendment may eliminate or reduce any optional form of distribution or benefit provided by the Plan. No amendment may authorize the use of Plan assets for purposes other than the exclusive benefit of Participants and their Beneficiaries.

You will be given notice of amendments of the Plan to the extent required by ERISA.

If the Plan's Vesting schedule is amended, and you have at least 3 Years of Service, you may elect to have your vested percentage computed using the pre-amendment Vesting schedule

12.02 CAN THE PLAN BE TERMINATED?

The Employer may terminate the Plan at any time, at its sole discretion. Upon termination, no further contributions will be made to the Plan and all amounts credited to your Accounts will become 100% vested. You will be notified if the Plan is terminated.

Upon termination, the investment providers holding assets of this Plan will distribute the contracts or custodial accounts held on your behalf to you, or will transfer the assets under the contracts or custodial accounts to another 403(b) plan, if you so direct. Your spouse's written consent, witnessed by a notary or a Plan representative (usually the Plan Administrator), must be obtained before any distribution, even in the case of Plan termination

ADDENDUM

PLAN LOAN PROVISIONS

Applicable to Accounts Funded with VALIC Annuity Contracts

1. IDENTITY OF PERSONS OR POSITIONS AUTHORIZED TO ADMINISTER LOAN PROGRAM

The Plan Administrator is authorized and responsible for administering the loan program described in the Plan Document. With regard to participant balances funded through annuity contracts with The Variable Annuity Life Insurance Company (VALIC), the Plan Administrator has authorized VALIC to administer loans as a service to the Plan. However, the Plan Administrator will retain all discretionary authority regarding the loan program and loans to individual Participants.

2. PROCEDURE FOR APPLYING FOR LOANS

Participants may apply for a loan by completing a VALIC loan application. Participants may contact the Customer Care Center at 1-800-44-VALIC to complete an application. Documents necessary to complete the processing of your loan will be mailed to you. Loan applications may also be obtained from the local VALIC financial professional, VALIC's regional office servicing the location, or from VALIC's home office at 2929 Allen Parkway, Houston, TX 77019. The Summary Plan Description, VALIC ERISA Loan Application & Agreement and ERISA Loan Disclosure Statement, Plan Document, and this Addendum of Plan Loan Provisions will together describe all loan provisions of the Plan. VALIC's loan application and loan processing fee may apply

3. BASIS FOR APPROVING OR DENYING LOANS

A fully completed and signed VALIC ERISA Loan Application & Agreement, which includes the ERISA Loan Disclosure Statement, must be received by VALIC. Loans will be granted to all Participants, active and terminated, if the loan minimum and maximum requirements are met. These requirements include: (a) \$1,000 minimum loan per VALIC account, (b) \$2,000 required minimum vested balance of all VALIC accounts (under the Plan), (c) a maximum loan limit of the lesser of 50% of vested account balance or \$50,000 reduced by the excess of any highest outstanding loan balance within the previous 12 months over the balances currently owed, and (d) no more than 50% of vested balance of the account will be available for the loan

4. LIMITATIONS ON TYPE AND AMOUNT OF LOANS OFFERED

The length of time during which a Participant is required to repay a loan depends on the purpose for the loan. Loans made to help purchase a principal residence of the Participant must be repaid within 10 years. Loans for all other purposes must be repaid over a period of five years or less. All loans must be repaid in equal quarterly installments consisting of both interest and principal, unless your Plan collects loan payments through automatic payroll deduction. The frequency and dollar amount of loan installments collected through automatic payroll deduction will be determined by the number and interval of payroll dates designated by your employer for loan repayment, however, this amount must satisfy the scheduled quarterly payment. Loans are available only from fixed account funds.

A VALIC loan will become immediately due and payable upon surrender of your VALIC Contract, and the outstanding loan balance will be deducted from your Contract value

5. PROCEDURE FOR DETERMINING REASONABLE RATE OF INTEREST

The minimum rate of interest to be charged on outstanding loan balances will be comparable to the rates being charged for fully secured loans offered by area credit unions, banks, and savings and loan institutions at the time the loan is made. Unless lower than this fully secured rate, the interest rate charged on loans from VALIC accounts will be established each calendar quarter based on Moody's Corporate Bond Yield Average -- Monthly Average Corporates for the month ending two months prior to the calendar quarter. No change will be made unless the change in the index is at least equal to 1/2%. All changes will be made in 1/2% increments. The rate paid on the Account Balance used to secure the loan will be the adjustable loan interest rate less 3%. Thus, the rate charged for these fully secured loans will be 3% higher than the return earned by the Participant account

6. TYPES OF PERMISSIBLE COLLATERAL

Only Participant Vested Account Balances at VALIC may be used as security, subject to the limitations described under item 3 above.

7. EVENTS WHICH CONSTITUTE DEFAULT AND STEPS TO BE TAKEN TO PRESERVE PLAN ASSETS IN EVENT OF DEFAULT

Non-payment of the quarterly loan principal and interest due within 30 days after the due date will constitute a default. Unless the default is timely cured, the entire loan balance and interest thereon will be reported to the Internal Revenue Service (IRS) as a taxable distribution, subject to tax at ordinary income rates and possibly subject to a 10% early distribution tax. Participant account balances held as security for the loan will be foreclosed upon by VALIC for the Plan after a distribution under the terms of the Plan and law is permitted. Repayment of the defaulted loan is allowed up until the foreclosure date. Until

foreclosure, VALIC will pay an interest rate on the secured balance for the loan equal to the rate being charged. Thus, the total interest due on the defaulted loan will be paid in full at the date of foreclosure from the interest earned on the secured portion of the Participant's account. Additional loans will not be granted prior to foreclosure of a defaulted loan

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