



**PARTNERSHIP FOR A DRUG FREE NC
TAX SHELTERED ANNUITY PLAN**

TO OUR EMPLOYEES

Most of us look forward to our retirement . . . the end of our working days... we can relax and do many of the things that we postponed until we have more time.

For most of us, retirement planning consists of using our personal savings and investments, such as the Social Security benefits to which both you and your Employer contribute; and in your case, an Employer sponsored plan (the "Plan") that provides benefits at retirement.

Your Employer adopted the Plan in the sincere hope that it will help provide you with financial security during your retirement years. Remember, the benefits provided by the Plan are in addition to benefits received under Social Security.

The Plan is a legal document which has been drafted to comply with certain applicable rules and regulations of the Internal Revenue Code ("Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"). This booklet outlines the main provisions of the Plan document.

If at any time you have specific questions about the Plan, or if you want to examine the actual Plan document, please contact your Plan Administrator. Your Plan Administrator's address and telephone number are listed in the Plan Information section of this booklet.

This booklet is to serve as a brief summary of the Plan. You should understand, however, that the Plan document itself shall govern with respect to the final interpretations of the Plan and benefits provided thereunder.

**SUMMARY PLAN DESCRIPTION
FOR
PARTNERSHIP FOR A DRUG FREE NC
TAX SHELTERED ANNUITY PLAN**

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DEFINITIONS

Additional Catch-up Elective Deferral Contributions: Additional Elective Deferral Contributions that Employees:

- who are eligible to make Employee Elective Deferral Contributions under the Plan, and
- who have attained age 50 by the end of the calendar year are permitted to make. Catch-up Elective Deferral Contributions are limited to a maximum amount permitted by law each calendar year. For 2005, the maximum amount is \$4,000. This amount will increase by \$1,000 each year to \$5,000 in 2006. An Elective Deferral Contribution will not be considered an Additional Catch-up Elective Deferral Contribution until Elective Deferral Contributions exceed plan limits.

Alternate Payee: Your spouse, former spouse, child, or other dependent who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable to you under the Plan.

Annuity: A specified amount payable at regular intervals during the lifetime of one or more persons, or for a specified period of time, or a combination of these.

Beneficiary: The individual, individuals or legal entity designated to receive any benefit payable under the Plan upon your death.

Compensation: The wages you receive that are subject to federal income tax withholding plus any Employee Elective Deferrals and any other tax deferred elective contributions that you make. For Plan Years beginning on or after January 1, 2005, Compensation in excess of \$210,000 will not be taken into account in any Plan Year for purposes of this Plan. This amount may be indexed from time-to-time.

Once you attain your first Entry Date for purposes of being eligible to receive either Employer Matching Contributions or Employer Discretionary Contributions, your Compensation for such purposes will count from your first Entry Date.

Employee Elective Deferral Contributions: Contributions made to the Plan based on your salary reduction agreement.

Employer: Your employer, the entity maintaining this Plan, which is the same as the Plan Sponsor.

Employer Discretionary Contributions: Contributions made by your Employer to the Plan on your behalf without regard to the amount of your Employee Elective Deferral Contributions. These contributions are made at the sole discretion of your Employer and in some years such contributions may not be made to the Plan. A further explanation of these contributions can be found in the Employer Discretionary Contributions Section.

Employer Matching Contributions: Contributions made to the Plan on your behalf by your Employer. These contributions are based upon the amount of your Employee Elective Deferral Contributions. A further explanation of these contributions can be found in the Employer Matching Contributions Section.

Entry Date: The date you actually enter the Plan after you have attained any age and service requirements, for purposes of being eligible to receive Employer Discretionary Contributions and Employer Matching Contributions.

Hour of Service: Each hour that you work and also each hour (up to a maximum of 501 hours) for which you are paid even though you do not work, such as vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. A leave of absence may include absence immediately following the birth or adoption of a child.

Hours of Service will be determined on the basis of actual hours for which you are paid or entitled to payment.

Normal Retirement Age: The option to retire upon the attainment of age 65.

One-Year Break in Service: For purposes of computing your eligibility service, a 12 consecutive month period, coinciding with the Plan Year, during which you do not receive credit for more than 500 Hours of Service.

However, you will be credited with a sufficient number of Hours of Service to avoid a break in service, either in the Plan Year in which your absence begins or the following Plan Year, if your absence is due to (i) your pregnancy; (ii) the birth of your child, (iii) the placement of a child in your home for adoption; or (iv) the care of your child during the period immediately following the birth or placement for adoption. This pertains only to how Hours of Service are credited for purposes of a break in service under this Plan and shall have no application to the Company's personnel policy pertaining to maternity leave, paternity leave or the like.

In addition, you will be credited with a sufficient number of Hours of Service to avoid a break in service, either in the Plan Year in which the absence begins or the following Plan Year, if you are entitled to a leave of absence under the provisions of the Family Medical Leave Act of 1993. Please see the Plan Administrator for more details concerning this aspect.

Optional Forms of Payment: The various types of benefit payments from which you may choose. A further explanation of the various optional Annuity forms that are available to you is found in the Forms of Distributions section.

Participant: Any employee who meets the eligibility and Entry Date requirements for any type of contribution found in this Plan, and who also completes and returns to the Plan Administrator any necessary application or enrollment forms provided by the Employer. For more information see the sections below describing each type of contribution for an explanation of the eligibility and Entry Date requirements.

If approved by the Plan Administrator upon the receipt of a written request from you, you may waive your right to be a Participant with respect to any Employer Matching Contributions and Employer Discretionary Contributions.

Plan Administrator: The person, persons, corporation or other legal entity who is responsible for the management of the Plan, including maintaining the records of the Plan, and has been designated in the Plan document as the Plan Administrator.

Plan Sponsor: The Plan Sponsor which is the same as the Employer.

Plan Year: The period commencing each July 1 and ending on the following June 30. There will be a short Plan Year commencing on January 1, 2005 and ending on the following June 30, 2005. The Plan Years prior to this change commenced each January 1 and ended each December 31.

Qualified Domestic Relations Order ("QDRO"): A court order issued under a divorce decree, state domestic relations law or community property law that relates to the payment of child support or alimony or to marital property rights. A QDRO creates or recognizes an Alternate Payee's right, or assigns to an Alternate Payee the right to receive Plan benefits payable to a Participant.

Qualified Joint and Survivor Annuity: A nontransferable Annuity, purchased with your vested account balance, for the duration of your life with a survivor Annuity for the life of your spouse. The amount payable to your spouse will not be less than 50% or more than 100% of the amount of the Annuity payable during your joint lives. The percentage of the survivor Annuity shall be 50% unless you elect a greater percentage in writing.

Qualified Military Service: Your service in the uniformed services for which you are entitled to reemployment rights.

Severance From Employment: When you cease to be employed by this Employer for any reason other than death.

Vested Benefit: The percentage of your account balance that you are entitled to even if you do not continue employment with the Employer.

PLAN INFORMATION

Name of Plan: Partnership for A Drug Free NC Tax Sheltered Annuity Plan

Type of Plan: 403(b) Employer Contributory Plan

Plan Number: 001

Original Plan
Effective Date: April 1, 1992

Plan Sponsor: Partnership for A Drug Free NC
301 N. Main Street, Suite 2302
Winston-Salem, North Carolina 27101-3885
(336) 714-3399

Plan Sponsor's
Employer
Identification
Number ("EIN"): 56-0951129

Plan Administrator: Partnership for A Drug Free NC
301 N. Main Street, Suite 2302
Winston-Salem, North Carolina 27101-3885
(336) 714-3399

The Plan Administrator may contract with a separate company for some administrative services.

Agent for Service
of Legal Process: Partnership for A Drug Free NC
301 N. Main Street, Suite 2302
Winston-Salem, North Carolina 27101-3885
(336) 714-3399

Service of legal process may also be made upon any of the Plan Sponsor's designated representatives.

**ELIGIBILITY TO MAKE EMPLOYEE
ELECTIVE DEFERRAL CONTRIBUTIONS**

WHICH CATEGORIES OF EMPLOYEES ARE ELIGIBLE TO MAKE EMPLOYEE ELECTIVE DEFERRAL CONTRIBUTIONS?

All employees who are employed by Employer are eligible to make Employee Elective Deferral Contributions, except for the following categories of employees:

- Part-time employees who normally work less than 20 hours per week.

ARE THERE ANY AGE AND SERVICE REQUIREMENTS I MUST SATISFY TO BE ELIGIBLE TO MAKE EMPLOYEE ELECTIVE DEFERRAL CONTRIBUTIONS?

There are no minimum age or service requirements for participation in the Employee Elective Deferral Contributions portion of the Plan.

WHEN WILL I ENTER THE PLAN FOR PURPOSES OF MAKING EMPLOYEE ELECTIVE DEFERRAL CONTRIBUTIONS?

If you are an eligible employee as described above, you will enter the Plan on the first day of the first payroll period following your completion of a valid salary reduction agreement, provided you agree to defer at least \$200.00 annually.

WHAT HAPPENS IF I SEVER EMPLOYMENT AND THEN I AM REHIRED?

If you resume employment as an eligible employee, you will be able to resume your Employee Elective Deferral Contributions immediately upon your rehire date.

**ELIGIBILITY TO RECEIVE
EMPLOYER MATCHING CONTRIBUTIONS**

For you to fully understand what requirements you must satisfy to receive an Employer Matching Contribution, there are several factors to consider:

- The categories of employees who are eligible to receive such contributions;
- What age and service requirements (if any) the Plan imposes for you to be eligible to receive such contributions;
- When you will actually enter the Plan for purposes of being eligible to receive such contributions;
- When your Compensation will start for purposes of such contributions; and
- Whether the Plan imposes any on-going service requirements for you to receive such a contribution for any given year.

The following questions discuss and explain each of these factors.

WHICH CATEGORIES OF EMPLOYEES ARE ELIGIBLE TO RECEIVE EMPLOYER MATCHING CONTRIBUTIONS?

All employees who are employed by Employer are eligible to receive Employer Matching Contributions except for the following categories of employees:

- Part-time employees who normally work less than 20 hours per week.

ARE THERE ANY AGE AND SERVICE REQUIREMENTS I MUST SATISFY TO BE ELIGIBLE TO RECEIVE EMPLOYER MATCHING CONTRIBUTIONS?

You will enter the Plan for purposes of being eligible to receive an Employer Matching Contribution, on the first Entry Date (see the discussion below for the definition of your Entry Date) on or next following your attainment of the following:

- You must complete at least 6 months of service.

FOR PURPOSES OF BEING ELIGIBLE TO RECEIVE EMPLOYER MATCHING CONTRIBUTIONS, WHEN IS MY ENTRY DATE?

Your Entry Date for purposes of being eligible to receive Employer Matching Contributions is the first day of each calendar month following your satisfaction of the eligibility requirement.

You will not enter the Plan unless your employment with Employer continues to your first Entry Date.

EXAMPLE:

Smith was employed on April 7, 2005. On October 6, 2005, she will have completed 6 months of service. Since Smith is still employed, she will enter the Plan on November 1, 2005, the first Entry Date following her completion of the service requirement. On this date, Smith will be eligible to receive Employer Matching Contributions.

WHAT HAPPENS IF I SEVER EMPLOYMENT AND THEN I AM REHIRED WITH RESPECT TO BEING ELIGIBLE TO RECEIVE EMPLOYER MATCHING CONTRIBUTIONS?

If you sever your employment with a vested right to your account balance, you will reenter the Plan on your date of rehire.

If you sever your employment prior to reaching your Entry Date, and if you incur a One-Year Break in Service prior to being reemployed, you will be treated as a new employee and must again meet any eligibility requirement.

MAY I ELECT NOT TO RECEIVE EMPLOYER MATCHING CONTRIBUTIONS?

Yes, subject to the approval of the Plan Administrator, you may waive your right to receive Employer Matching Contributions. Such request must be made in writing prior to the date you satisfy all of the requirements for receiving such contributions, and will remain in effect until you notify the Plan Administrator of your decision to again participate in the matching contributions portion of the Plan. You will then be eligible to receive Employer Matching Contributions as of the first Entry Date following your notification to the Plan Administrator assuming you have satisfied the eligibility requirement described in this section.

The Plan Administrator will not approve your request if it will cause the Plan to fail to meet the minimum coverage or nondiscrimination rules of the Internal Revenue Code.

**ELIGIBILITY TO RECEIVE
EMPLOYER DISCRETIONARY CONTRIBUTIONS**

For you to fully understand what requirements you must satisfy to receive an Employer Discretionary Contribution, there are several factors to consider:

- The categories of employees who are eligible to receive such contributions;
- What age and service requirements (if any) the Plan imposes for you to be eligible to receive such contributions;
- When you will actually enter the Plan for purposes of being eligible to receive such contributions;
- When your Compensation will start for purposes of such contributions; and
- Whether the Plan imposes any on-going service requirements for you to receive such a contribution for any given year.

The following questions discuss and explain each of these factors.

WHICH CATEGORIES OF EMPLOYEES ARE ELIGIBLE TO RECEIVE EMPLOYER DISCRETIONARY CONTRIBUTIONS?

All employees who are employed by Employer are eligible to receive Employer Discretionary Contributions except for the following categories of employees:

- Part-time employees who normally work less than 20 hours per week.

ARE THERE ANY AGE AND SERVICE REQUIREMENTS I MUST SATISFY TO BE ELIGIBLE TO RECEIVE AN EMPLOYER DISCRETIONARY CONTRIBUTION?

You will enter the Plan for purposes of being eligible to receive an Employer Discretionary Contribution, on the first Entry Date (see the discussion below for the definition of your Entry Date) on or next following your attainment of the following:

- You must complete at least 6 months of service.

FOR PURPOSES OF BEING ELIGIBLE TO RECEIVE EMPLOYER DISCRETIONARY CONTRIBUTIONS, WHEN IS MY ENTRY DATE?

Your Entry Date for purposes of being eligible to receive Employer Discretionary Contributions is the first day of each payroll period following your satisfaction of the eligibility requirement.

You will not enter the Plan unless your employment with Employer continues to your first Entry Date.

EXAMPLE:

Smith was employed on April 7, 2005. On October 6, 2005, she will have completed 6 months of service. Since Smith is still employed, she will enter the Plan on the first day of the payroll period following October 6, 2005, the first Entry Date following her completion of the service requirement. On this date, Smith will be eligible to receive Employer Discretionary Contributions.

WHAT HAPPENS IF I SEVER EMPLOYMENT AND THEN I AM REHIRED WITH RESPECT TO BEING ELIGIBLE TO RECEIVE EMPLOYER DISCRETIONARY CONTRIBUTIONS?

If you sever your employment with a vested right to your account balance, you will reenter the Plan on your date of rehire.

If you sever your employment prior to reaching your Entry Date, and if you incur a One-Year Break in Service prior to being reemployed, you will be treated as a new employee and must again meet any eligibility requirement.

MAY I ELECT NOT TO RECEIVE THE EMPLOYER DISCRETIONARY CONTRIBUTIONS?

Yes, subject to the approval of the Plan Administrator, you may waive your right to receive Employer Discretionary Contributions. Such request must be made in writing prior to the date you satisfy all of the requirements for receiving such contributions, and will remain in effect until you notify the Plan Administrator of your decision to again participate in the discretionary contributions portion of the Plan. You will then be eligible to receive Employer Discretionary Contributions as of the first Entry Date following your notification to the Plan Administrator assuming you have satisfied the eligibility requirement described in this section.

The Plan Administrator will not approve your request if it will cause the Plan to fail to meet the minimum coverage or nondiscrimination rules of the Internal Revenue Code.

**TRANSFER OF EMPLOYMENT/
MILITARY SERVICE**

WHAT HAPPENS IF I TRANSFER JOBS WITHOUT LEAVING THE EMPLOYMENT OF MY EMPLOYER?

If you transfer jobs between categories of employees eligible to receive a contribution in this Plan, you will continue to participate in this Plan.

If you transfer to a category of employees not eligible to receive a contribution in this Plan, you will continue to earn interest on your account balance and will continue to receive eligibility and vesting years of service, if you continue to be employed.

If you transfer back to a category of employees eligible to receive a contribution in this Plan, you will be eligible to participate immediately, provided all other eligibility requirements are satisfied.

WHAT HAPPENS IF I LEAVE MY EMPLOYMENT FOR QUALIFIED MILITARY SERVICE?

If you return to the employment of the Employer under certain circumstances after serving in the armed forces of the United States you will be permitted to make-up any Employee Elective Deferral Contributions and Additional Catch-up Elective Deferral Contributions you would have made had you not gone into military service. The Employer will also make any Employer Matching Contributions and Employer Discretionary Contributions that would have been made on your behalf had you not entered military service. If allowed in the Plan's loan policy, the Plan Administrator will suspend any outstanding loan repayments during that period of time in which you are in Qualified Military Service. Upon your request, the Plan Administrator will provide you a copy of the written loan policy.

EMPLOYEE ELECTIVE DEFERRAL CONTRIBUTIONS

HOW MUCH MAY I ELECT TO CONTRIBUTE TO THE PLAN?

As a Plan Participant, you may elect to defer on a pre-tax basis a minimum of \$200.00 up to a maximum of \$14,000 for the year 2005. This maximum elective deferral limit will increase to \$15,000 on a phased-in basis of \$1,000 annually until 2006. You may not defer more than the maximum yearly limit or 100% of your Compensation, whichever is less.

In addition, if you have or will attain age 50 on or before the end of the calendar year you may make an additional elective deferral to the Plan (commonly known as a "catch-up contribution"). For 2005, the additional elective deferral is \$4,000, with annual increases of \$1,000 until 2006. For years after 2006, these amounts may be adjusted with rules and regulations issued by the Internal Revenue Service.

For a contribution to be considered a Catch-up Elective Deferral Contribution, the Elective Deferral Contribution must exceed the legal maximum dollar amount of yearly Elective Deferral Contribution or one of the various Plan limits for the amount of Elective Deferral Contribution that can be made to the Plan.

HOW DOES MY EMPLOYEE ELECTIVE DEFERRAL CONTRIBUTION WORK?

Example: Assume your Compensation is \$20,000 and you elect to make an Employee Elective Deferral Contribution equal to 6% of your Compensation.

Compensation	\$20,000
Employee Elective Deferral Contribution	X .06
Total Employee Elective Deferral Contribution	\$ 1,200
Compensation	\$20,000
Minus your Employee Elective Deferral Contribution	- 1,200
Your reduced taxable compensation	\$18,800

HOW OFTEN MAY I CHANGE THE AMOUNT OF MY EMPLOYEE ELECTIVE DEFERRAL CONTRIBUTIONS?

You may change the amount of your Employee Elective Deferral Contributions at any time upon completing a new salary reduction agreement with your Employer. Such new salary reduction agreement will take effect as of the first day of the next payroll period, or as soon thereafter as practical.

MAY I CEASE MAKING MY EMPLOYEE ELECTIVE DEFERRAL CONTRIBUTIONS?

Yes, you may cease making your Employee Elective Deferral Contributions at any time upon written notice to the Plan Administrator.

EMPLOYER MATCHING CONTRIBUTIONS

WHAT ARE EMPLOYER MATCHING CONTRIBUTIONS?

Employer Matching Contributions are contributions made to the Plan on your behalf by the Employer. Such contributions are based on the amount of your Employee Elective Deferral Contributions.

HOW ARE EMPLOYER MATCHING CONTRIBUTIONS DETERMINED?

Each Plan Year your Employer will determine the amount of the Employer Matching Contributions, if any. However, your Employee Elective Deferral Contributions that exceed 5% of your Compensation will not be matched. Additional Catch-up Employee Elective Deferrals will not be matched by Employer Matching Contributions.

HOW OFTEN ARE EMPLOYER MATCHING CONTRIBUTIONS ALLOCATED TO PARTICIPANTS?

Employer Matching Contributions are allocated to eligible Participants annually. Compensation, for purposes of Employer Matching Contributions, shall be based on your Compensation earned for the period of time for which the allocation is made.

However, for purposes of determining the amount of the Employer Matching Contribution due you for your first year of participation in the Plan, your Compensation will start as of your Entry Date.

ARE THERE ANY ON-GOING SERVICE REQUIREMENTS I MUST SATISFY IN ORDER TO RECEIVE AN EMPLOYER MATCHING CONTRIBUTION FOR ANY GIVEN YEAR?

Yes, you must be employed on the last day of the Plan Year.

If you die, retire or become disabled during the Plan Year, your Employer will make a contribution on your behalf regardless of the last day requirement discussed above.

EMPLOYER DISCRETIONARY CONTRIBUTIONS

WHAT ARE EMPLOYER DISCRETIONARY CONTRIBUTIONS?

Employer Discretionary Contributions are contributions the Employer may make to the Plan on your behalf without regard to the amount of your Employee Elective Deferral Contributions. These contributions are made at the sole discretion of the Employer and in some years such contributions may not be made to the Plan.

HOW IS MY SHARE OF ANY EMPLOYER DISCRETIONARY CONTRIBUTION DETERMINED?

Your share of the Employer's Discretionary Contribution, if any, will be determined based on the ratio of your Compensation as compared to the Compensation of all Participants eligible to receive such discretionary contribution.

Example: There are ten Participants eligible to share in the Employer's Discretionary Contribution. Your Compensation equals \$20,000 and the total Compensation of all Participants (including yours) equaled \$200,000. Therefore, your Compensation amounts to 1/10 ($\$20,000 \div \$200,000$) of the total Compensation for all Participants. If the Employer's Discretionary Contribution for the Plan Year amounts to \$5,000, you would be entitled to 1/10 of \$5,000 or \$500.

ARE THERE ANY ON-GOING SERVICE REQUIREMENTS I MUST SATISFY IN ORDER TO RECEIVE AN EMPLOYER DISCRETIONARY CONTRIBUTION FOR ANY GIVEN YEAR?

No, there are no on-going service requirements which must be satisfied in order for you to receive an Employer Discretionary Contribution.

LIMITATION ON AMOUNT OF CONTRIBUTIONS

DOES THE LAW LIMIT THE AMOUNT OF CONTRIBUTIONS THAT CAN BE MADE TO MY ACCOUNT EACH YEAR?

Yes, the law places certain limitations on the amount of contributions that can be made to your account each year, these limitations take into consideration both your Employee Elective Deferral Contributions and any contributions made by your Employer.

HOW DO I CALCULATE THE MAXIMUM CONTRIBUTION?

Contributions made to your account within certain limits are excludable from your federal gross income. There are two separate, yet interrelated, limitations on amounts excludable from your gross income each year:

- The first limitation applies to your Employee Elective Deferral Contributions which includes contributions to this Plan and any other deferred compensation plan. These contributions generally cannot exceed \$14,000 for the year 2005 or 100% of Compensation, whichever is less. This limit will increase to \$15,000 on a phased-in basis of \$1,000 annually until 2006. For years after 2006, this limit may be adjusted by the IRS to reflect changes in the cost-of-living.

Participants with 15 Years of Service with a Public School, Hospital, Home Health Service Agency, Health & Welfare Service Agency, Church, or Convention or Association of Churches may increase their contributions by an additional amount up to \$3,000 annually (\$15,000 lifetime maximum). Please see the Plan Administrator for additional details.

- The second limitation is an overall contribution limit which generally limits all contributions to this Plan or any other plan sponsored by your Employer to the lesser of 100% of your Compensation or \$42,000 (in 2005) whichever is less. This \$42,000 limit may be adjusted by the IRS in future years.

To aid you in calculating your maximum contribution, review IRS Publication 571 which is entitled "Tax Sheltered Annuity Programs" or contact your Plan Administrator.

ROLLOVER CONTRIBUTIONS

MAY I "ROLL OVER" MY VESTED ACCOUNT BALANCE FROM ANOTHER PLAN?

Yes, the Plan permits you to make a rollover contribution of the taxable amount of your distributions from a Section 403(b) Plan. However, any loan you may have outstanding from such other plan may not be rolled over into this Plan.

The rollover may be made directly from another plan to this Plan, or you may elect within 60 days following the date you receive payment from a plan to roll over the distribution. There are certain tax consequences related to having the distribution made payable directly to you and then electing the rollover option. Contact your Plan Administrator for complete details.

INVESTMENTS

HOW ARE THE CONTRIBUTIONS TO THE PLAN INVESTED?

Contributions to the Plan are invested in Annuity contracts issued by the Lincoln National Life Insurance Company, Portland, Maine. These contracts allow you to direct how your Annuity contract is to be invested, among various investment alternatives permitted by the Annuity contract.

MAY I TRANSFER AMOUNTS ACCUMULATED IN OTHER INVESTMENT VEHICLES TO THIS INVESTMENT VEHICLE?

Yes, the Plan permits you to transfer money to this Plan from amounts that you have accumulated from other 403(b) investment vehicles provided that the transfer is done in accordance with certain Internal Revenue Service rules and regulations. Please see the Plan Administrator for additional details.

HOW OFTEN WILL I RECEIVE A STATEMENT OF MY ACCOUNT?

Quarterly each Plan Year, Lincoln National Life Insurance Company will provide you with an individual account balance statement. The statement will reflect changes due to contributions, withdrawals, and investment gains and losses.

**NORMAL RETIREMENT AGE
OR
LATE RETIREMENT**

WHAT IS MY NORMAL RETIREMENT AGE?

Your Normal Retirement Age is the attainment of age 65.

WHAT WILL MY BENEFIT BE WHEN I RETIRE AT MY NORMAL RETIREMENT AGE?

In this event, you will be 100% vested and your normal retirement benefit will be the value in your account.

MAY I ELECT TO RECEIVE MY NORMAL RETIREMENT BENEFIT EVEN IF I CONTINUE WORKING BEYOND MY NORMAL RETIREMENT AGE?

Yes, you may elect to receive some or all of your account balance upon your attainment of your Normal Retirement Age, even if you continue working beyond your Normal Retirement Age.

MAY I CONTINUE WORKING AFTER MY NORMAL RETIREMENT AGE?

Yes, you may elect to postpone your retirement. If you decide to continue your employment after you have reached your Normal Retirement Age, you will continue to participate in this Plan as though you had not reached your Normal Retirement Age.

WHAT WILL MY BENEFIT BE IF I RETIRE AFTER MY NORMAL RETIREMENT AGE?

In this event, you will be 100% vested and your late retirement benefit will be the value in your account.

EARLY RETIREMENT AGE

MAY I RETIRE BEFORE MY NORMAL RETIREMENT AGE?

There is no provision in the Plan for early retirement.

DISABILITY RETIREMENT

DOES THE PLAN PROVIDE ANY DISABILITY RETIREMENT BENEFIT?

Yes, if you become disabled (as defined below) while you are a Participant, you will be eligible for a disability retirement benefit from the Plan.

HOW IS DISABILITY UNDER THE PLAN DEFINED?

Disability means that you are entitled to Social Security Disability Benefits. The disability benefits provided by this plan shall begin upon qualifying for Social Security Disability Benefits.

WHAT WILL MY BENEFIT BE IF I BECOME DISABLED?

In this event, you will be 100% vested and your disability retirement benefit will be the value in your account.

WILL I BE ENTITLED TO RECEIVE ANY OTHER BENEFITS FROM THE PLAN?

No, your disability retirement benefit will be in lieu of the other benefits provided by the Plan.

DEATH

WHAT HAPPENS TO MY ACCOUNT IN THE EVENT OF MY DEATH PRIOR TO MY SEVERANCE FROM EMPLOYMENT?

If you die prior to your Severance From Employment, your account balance will be 100% vested immediately. Your Beneficiary will receive your death benefit in an amount equal to your entire account balance.

If you die after you severed your employment, but prior to receiving any benefits, your Beneficiary will receive a death benefit based on the vested portion (if any) of your account balance at the time of your death.

Your Lincoln annuity contract may contain an enhanced death benefit. Please refer to your Lincoln annuity contract to determine if the following additional death benefit is available to you:

Your Beneficiary will receive your death benefit in an amount equal to the greater of the following amounts:

1. The net purchase payments, or
2. The value of the contract less any outstanding loan balance.

Net purchase payments will mean the sum of all purchase payments credited to the contract less any amounts paid when a withdrawal occurs and less any outstanding loan balance.

If your state has not approved this death benefit provision, the applicable death benefit will be equal to the contract value. Please contact your Plan Administrator for further information.

A description of how your death benefit will be paid and who must receive that payout is provided below.

WHO WILL RECEIVE MY DEATH BENEFIT?

If you are married at the time of your death, the Plan and the law requires that your death benefit be paid to your surviving spouse. However, if your spouse consents in writing, you may provide for a different Beneficiary. This spousal consent must be witnessed by a plan representative or a notary public.

If you become divorced, the Plan provides that the designation of your former spouse as your Beneficiary shall become null and void upon the event of your divorce (absent a QDRO). However, some investment vehicles will continue to recognize your former spouse as your designated Beneficiary. You are advised to update your Beneficiary designation immediately following your divorce to ensure that your new Beneficiary designation is honored upon your death.

If you remarry, your new spouse will become your Beneficiary, and any prior Beneficiary election will then be null and void. However, if your new spouse consents in a notarized writing, you may provide for a Beneficiary other than your new spouse.

For example: Joe divorced his wife. At the time of the divorce, Joe's Beneficiary election naming his ex-spouse became void. Joe then completed another Beneficiary form naming his children as Beneficiary. Three years later, Joe remarried. His new spouse is now automatically his new Beneficiary and the election of his children as Beneficiary is null and void, unless Joe's

new wife consents in a notarized writing to the children remaining the Beneficiaries.

In the event that you are not married or in the event your spouse predeceases you, you may name a non-spouse Beneficiary to receive your death benefit. In the event that you do not have a Beneficiary designation on file or in the event that your Beneficiary designation is not valid, your death benefit will be paid to your estate.

Your Plan Administrator will provide you with a Beneficiary designation form that provides the required spousal consent sections, should you decide to use them. You should make every effort to keep your Beneficiary designation up to date.

HOW WILL MY DEATH BENEFIT BE PAID?

Your Beneficiary will receive a lump sum payment of the value of your vested Plan account balance.

Your surviving spouse, unless he or she consents to your designation of another beneficiary as previously described, will receive a monthly Annuity for as long as he or she lives. This form of Annuity is called a "Qualified Pre-Retirement Survivor Annuity." You and your spouse may elect an optional form of payment prior to your death, as described in the "Forms of Distributions" section, according to the instructions below. Also, your surviving spouse may, after your death, elect to receive the death benefit in an alternative form permitted by the Plan, if you agree to this prior to your death.

If you are married and your Beneficiary is someone other than your surviving spouse (and your spouse had consented to your Beneficiary), you or the Beneficiary may elect to have the death benefit paid in accordance with one of the Optional Forms of Payment, as described in the "Forms of Distributions" section.

For a description of the rules regarding the selection of a Beneficiary, please see "Who Will Receive My Death Benefit."

HOW DO I MAKE AN ELECTION TO WAIVE THE QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY FORM OF DEATH BENEFIT?

The Plan Administrator will provide you with an election form and a written notice of your right to the Qualified Pre-Retirement Survivor Annuity. The notice will outline the terms and conditions of the Qualified Pre-Retirement Survivor Annuity; your right to waive the Qualified Pre-Retirement Survivor Annuity including the effect of such an election; the rights of your spouse, and your right to revoke a previous election. For example, you and your spouse may want to waive the Qualified Pre-Retirement Survivor Annuity form of death benefit if you do not want the death benefit paid to your spouse in the form of an Annuity, or if you do not want your spouse to be the Beneficiary.

If you waive the Qualified Pre-Retirement Survivor Annuity with your spouse's notarized, written consent, before the beginning of the Plan Year during which you turn age 35, you and your spouse must complete a new waiver and consent on or after the first day of the Plan Year during which you turn age 35. The law automatically invalidates your prior Qualified Pre-Retirement Survivor Annuity waiver as of the first day of the Plan Year during which you turn age 35.

In order to name a Beneficiary other than your spouse, your spouse must agree in writing to the waiver of all or a portion of his or her rights to your

death benefit. This written spousal consent must be witnessed by a plan representative or a notary public.

If you marry after you designate a Beneficiary, your prior Beneficiary designation becomes void. Your spouse will now be your Beneficiary, unless you name another Beneficiary with your spouse's notarized, written consent. Additionally, if you become divorced, the designation of your spouse as a Beneficiary automatically becomes void on the date of your divorce.

WHEN WILL PAYMENT OF MY DEATH BENEFIT BEGIN AND END?

Your entire account will be available for distribution to your Beneficiary within a reasonable time after your death. The law requires that your death benefit must be completely distributed no later than December 31 of the calendar year containing the fifth anniversary of your death unless an election is made to receive distributions in accordance with (A) or (B) below:

- (A) If your surviving spouse is your Beneficiary, distributions must begin no earlier than the later of:
 - (1) December 31 of the calendar year immediately following the calendar year in which you died; or
 - (2) December 31 of the calendar year in which you would have attained age 70½.

Distributions must be made over a period that does not exceed your spouse's life or life expectancy (if an Annuity is selected).

If lump sum is provided, your surviving spouse may elect to roll the payment to an IRA or to an eligible employer plan in which the spouse participates.

- (B) If your Beneficiary is other than your surviving spouse, distributions may begin on or before December 31 of the calendar year immediately following the calendar year in which you died and may be paid for a period that does not exceed the life or life expectancies of your Beneficiaries. The distributions may not be rolled into an IRA or to an eligible Employer plan.

SEVERANCE FROM EMPLOYMENT

WILL I BE ENTITLED TO A BENEFIT IF I SEVER EMPLOYMENT PRIOR TO MY RETIREMENT, DEATH OR DISABILITY?

Yes, you will be entitled to the vested portion of your account balance (if any). See the Vesting section of this booklet for an explanation of how your vested portion is determined.

VESTING

WHAT IS MY VESTED BENEFIT?

Your Vested Benefit is the percentage of your account balance that you are entitled to, if any, without the requirement of continuing employment with the Employer. However, your benefit might not be paid until a later date.

HOW DO I DETERMINE MY VESTED BENEFIT?

You are always 100% vested in all of your account balances pertaining to both your contributions (including any rollover contributions) and your Employer contributions.

FORMS OF DISTRIBUTIONS

HOW WILL MY BENEFIT BE PAID IN THE EVENT OF MY DEATH?

The section pertaining to Death describes how your benefit will be paid in the event of your death.

WHAT WILL I RECEIVE IF I SEVER EMPLOYMENT PRIOR TO MY RETIREMENT, DEATH OR DISABILITY?

Since you are always 100% vested in the value of your account balance you will be eligible to receive the value of your account balance when you sever employment.

WHEN WILL PAYMENT OF MY SEVERANCE FROM EMPLOYMENT BENEFIT BEGIN?

If the value of your vested account is \$5,000 or less, determined without regard to any rollover contributions or earnings on rollover contributions and you do not request a lump sum distribution or a direct rollover to an IRA or to another retirement plan within the time frame described in the notice you receive, the Plan Administrator may distribute your benefit, within a reasonable amount of time, in the form of an automatic rollover into an individual retirement account (IRA) without your consent. You may contact your Plan Administrator for further information regarding this administrative policy.

The automatic rollover IRA investment selected by your Employer is the Lincoln Small Accounts IRA. This investment is designed to preserve principal and provide a reasonable rate of return and liquidity and is funded solely with a group fixed Annuity owned by the IRA's custodian. The administrative fee deducted from this account on an annual basis is \$30.00 (\$7.50 deducted per quarter).

If the value of your vested account is more than \$5,000, determined without regard to any rollover contributions or earnings on rollover contributions you may have your benefit distributed to you as soon as administratively reasonable following your Severance From Employment. This dollar amount is established by federal law. If you are married, spousal consent is not required prior to receiving a distribution.

You may, however, elect not to take a distribution and instead leave your account balance in the Plan. If you elect to leave your account balance in the Plan after you sever employment, you may continue to modify your investment elections and continue to receive the distributions available to active Participants.

For a description of the rules regarding required minimum distributions, Please see "When Do I Have To Start Taking A Distribution From My Account Balance?"

ARE THERE ANY TAX CONSEQUENCES WITH RESPECT TO DISTRIBUTIONS FROM THE PLAN?

Yes, there may be certain tax consequences resulting from whether you receive your benefits in the form of a lump sum distribution, in substantially equal installments, or as an annuity. Therefore, it is most important that you consult with your tax advisor as to the form of payment of benefits you request.

Also, there may be adverse tax consequences if you receive a taxable distribution prior to attaining age 59½.

You should be aware that the Plan is required to withhold 20% of any payment made directly to you and send such amount to the IRS as income tax withholding in the year you received the distribution. You may, however, avoid such withholding if you directly roll over such amount into another eligible retirement plan or into an individual retirement account. Please see your Plan Administrator for more details concerning this aspect.

HOW WILL MY VESTED BENEFIT BE PAID IN THE EVENT OF MY SEVERANCE FROM EMPLOYMENT, MY RETIREMENT OR MY DISABILITY?

Except for death, which is described above, your benefit will be paid as follows:

If you are not married, you will be provided a monthly Annuity payable in the form of a life Annuity unless you elect an optional form of payment in writing during the election period. The life Annuity provides monthly payments to you beginning on your retirement date and continuing during your lifetime. Under this type of Annuity, payments stop with the last monthly payment you received while living.

If you are married, you and your spouse will be provided a Qualified Joint and Survivor Annuity, unless you elect an optional form of payment during the 90-day period which ends on your benefit starting date. Such election must be agreed to in writing by your spouse and must be witnessed by a notary public or a representative of the Plan. If you should divorce and/or remarry after the benefit starting date, the amount of the periodic payment to the Participant will not change. Furthermore, any new spouse will not be eligible to receive the survivor Annuity payments.

The Qualified Joint and Survivor Annuity provides monthly payments to you beginning on your retirement date and continuing during your lifetime. After your death and based on the Annuity selected, payments equal to between 50% to 100% of the monthly payment you received prior to your death will be continued to your surviving spouse. Payments will cease upon the death of both you and your spouse.

WHAT OPTIONAL FORMS OF PAYMENT ARE AVAILABLE?

The following Optional Forms of Payment are available:

A lump-sum payment in cash or in property, payable directly to you or directly to another qualified plan or IRA.

Installment payments of substantially equal payments over a period you elect. This period cannot exceed your life expectancy.

HOW DO I ELECT AN OPTIONAL FORM OF PAYMENT?

You will receive a written notice of your right to make an election prior to the commencement of your benefit. This notice will outline the terms and conditions of the Qualified Joint and Survivor Annuity; your right to waive the Qualified Joint and Survivor Annuity including the effect of such an election; the rights of your spouse; and your right to revoke a previous election. All elections must be in writing.

IF MY SPOUSE AND I ELECT A FORM OF PAYMENT OTHER THAN A QUALIFIED JOINT AND SURVIVOR ANNUITY, IS THERE ANY WAITING PERIOD THAT MUST OCCUR BEFORE THE OPTIONAL FORM OF BENEFIT MAY COMMENCE TO ME?

Yes, once you and your spouse elect an optional form of payment, the actual payment may not commence to you for a period of 30 days after you have received the Qualified Joint and Survivor Annuity explanation. However, this 30-day waiting period may be shortened if certain conditions are satisfied, including the Plan Administrator furnishing you with certain information, such as your right to consider for the full 30 days whether you wish to waive the Qualified Joint and Survivor Annuity and your right to revoke any distribution election within certain required time frames. If such conditions have been met, you may commence receiving your benefit once 7 days have expired after you have been provided with a Qualified Joint and Survivor Annuity explanation. This 7-day period starts the first day after you have been provided such explanation.

IF I AM NOT MARRIED IS THERE ANY TIME FRAME DURING WHICH I MUST MAKE AN ELECTION TO RECEIVE AN OPTIONAL FORM OF BENEFIT? WHEN WILL BENEFITS COMMENCE TO ME IF I MAKE SUCH AN ELECTION?

Yes, if you wish to select a form of payment other than a single life Annuity, you must elect such optional form of payment during the 90 day period before your Annuity starting date. Once such election has been made, the actual payment may not commence to you for a period of 30 days after you have received an explanation of your rights to receive a single life Annuity. However, this 30-day waiting period may be shortened if certain conditions are satisfied, including the Plan Administrator furnishing you with certain information, such as your right to consider for the full 30 days whether you wish to waive such single life Annuity and your right to revoke any distribution election within certain required time frames. If such conditions have been met, you may commence receiving your benefit once 7 days have expired after you have been provided with the explanation regarding a single life Annuity. This 7-day period starts the first day after you have been provided such explanation.

WHEN DO I HAVE TO START TAKING A DISTRIBUTION FROM MY ACCOUNT BALANCE?

The IRS requires that distributions must begin no later than the first day of April following the calendar year in which you attain age 70½, or the first day of April following the date you retire, whichever is later. However, if a portion of your account balance is attributable to contributions prior to January 1, 1987 and those contributions have been separately accounted for, the IRS does not require that you begin receiving a distribution of those contributions (and earnings) until the first day of April following the calendar year in which you attain age 75, or the first day of April following the date you retire, whichever is later.

MAY I RECEIVE A DISTRIBUTION DUE TO FINANCIAL HARDSHIP?

Yes, you may request a distribution for "hardship" reasons from the funds in your Annuity contract attributable to your:

- Employer Matching Contributions.
- Employer Discretionary Contributions.
- Rollover contributions.
- Direct transfer Annuity contracts (except earnings accrued on Employee Elective Deferrals for plan years beginning on or after January 1, 1989, provided these amounts have been accounted for separately).
- Employee Elective Deferral Contributions (except earnings accrued for Plan Years beginning on or after January 1, 1989, provided these amounts have been accounted for separately).

The term financial hardship is defined as an "immediate and heavy" financial need where an individual lacks other available resources.

Hardship distributions are only permitted with respect to amounts which are 100% vested and are not held as security for a plan loan.

The following are the only financial needs considered by the Plan and applicable regulations to be "immediate and heavy:" (i) deductible medical expenses incurred by you, your spouse, your children or other dependents, or expenses necessary for such persons to obtain medical care; (ii) the purchase (excluding mortgage payments) of your principal residence; (iii) payment of tuition and related educational fees (including room and board expenses) for the next 12 months of post-secondary education for you, your spouse, your children or other dependents; or (iv) the need to prevent your eviction from or a foreclosure of the mortgage of your principal residence.

A distribution will be considered as necessary to satisfy an immediate and heavy financial need only if:

- You have obtained all distributions, other than hardship distributions, and all non-taxable loans under all plans maintained by the Employer.
- The distribution is not in excess of the amount of your immediate and heavy financial need, together with any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated as a result of the distribution.
- All plans maintained by the Employer provide that you will not be allowed to make Employee Elective Deferral Contributions for at least 6 months after receipt of the hardship distribution.

If you are married, spousal consent is required prior to receiving a hardship distribution.

Please note that the above rules pertain to monies in a 403(b) Annuity account. If you have money in a 403(b) custodial account, please see the Plan Administrator for the rules pertaining to hardship withdrawals from such custodial account.

MAY I RECEIVE AN IN-SERVICE DISTRIBUTION FROM THE PLAN WHILE STILL EMPLOYED PRIOR TO ATTAINING AGE 59½?

No, the Plan does not allow for in-service distributions to Participants who have not yet attained age 59½.

MAY I RECEIVE AN IN-SERVICE DISTRIBUTION FROM THE PLAN WHILE STILL EMPLOYED AFTER I HAVE ATTAINED AGE 59½?

Yes, if you have attained age 59½, you may elect to receive an in-service distribution from your vested account pertaining to your:

- Employer Matching Contributions.
- Employer Discretionary Contributions.
- Rollover contributions and direct transfers from Annuity and/or custodial accounts.
- Employee Elective Deferral Contributions.

If you are married, spousal consent is required prior to receiving an in-service distribution after attaining age 59½.

WHAT WILL MY IN-SERVICE DISTRIBUTION BE?

The amount of your in-service distribution will be the amount you request. You may request that all of your vested account balance be distributed or any portion of such vested account balance.

LOANS

DOES THE PLAN ALLOW FOR LOANS TO PARTICIPANTS?

Yes, you may request a plan loan from your account, under the rules found in the Plan document or in the Plan's separate written loan policy. These procedures include certain rules required by law, such as rules which limit the amount that you can borrow, the length of the loan repayment period.

If you are married, spousal consent is required before the plan loan request is processed.

Loans are available from the funds of your account attributable to your:

- Employer Matching Contributions.
- Employer Discretionary Contributions.
- Rollover contributions and direct transfers.
- Employee Elective Deferral Contributions.

Upon request, the Plan Administrator will provide you with a copy of the written loan policy and a copy of the loan application.

LOSS OF BENEFITS

CAN I HAVE EXPECTED BENEFITS DENIED, REDUCED OR LIMITED UNDER THE PLAN?

Yes. Some of the events which may result in a denial, reduction or limitation of expected benefits include the following:

- Your failure to meet the eligibility requirements to qualify as a Plan Participant.
- Your failure to complete the required enrollment forms, or if you waive participation in the Plan.
- Your failure to meet the requirements necessary to receive a contribution from your employer.
- The suspension of your ability to make Employee Elective Deferral Contributions for six months, after taking a hardship distribution from your account.
- The limitations on the maximum contributions allowed for a Participant in the Plan.
- The amendment or termination of the Plan.
- Your spouse or other Alternate Payee may be eligible for a portion of your benefit if so ordered by a Court according to the terms of a Qualified Domestic Relations Order.
- Distributions made in compliance with tax liens or levies for tax collection by the United States.

CLAIMS PROCEDURES

WHAT HAPPENS IF I DO NOT RECEIVE THE BENEFIT I THINK I AM ENTITLED TO RECEIVE?

If you do not receive the amount you think you are entitled to under this Plan, the Plan permits you to present a claim for such benefits and also provides a review procedure if such claim is denied. You will have no right to seek a review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits, if you do not first follow the below-described procedures for filing a claim for benefits and for reviewing a denial of your claim for benefits.

HOW DO I MAKE A CLAIM FOR BENEFITS?

You must file a claim for benefits with the Plan Administrator, in such form as is permitted by the Plan Administrator, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by the Plan Administrator. If special circumstances require an extension of the 90-day time period, a written notice of the extension shall be furnished to you prior to the expiration of the initial 90-day period, and in such situations your claim will be reviewed within 180 days after the receipt of your claim by the Plan Administrator.

The written notice must contain the following information:

- the specific reason or reasons for the denial;
- the specific reference to the Plan provisions on which the denial is based;
- a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- the appropriate information as to the steps to be taken if you or your Beneficiary wishes to submit your claim for review.

WHAT CAN I DO IF A CLAIM IS DENIED?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator. You must file the claim for review no later than 60 days after you have received written notification of the denial of your claim for benefits. You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.

Your claim for review must be given a full and fair review. If your claim is denied, the Plan Administrator must provide you with written notice of this denial within 60 days after the Plan Administrator's receipt of your written claim for review. There may be times when this 60 day period may be extended. This extension may only be made, however, when there are special circumstances which are communicated to you in writing within the 60 day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Plan Administrator of your claim for review.

The Plan Administrator's decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.

ADDITIONAL INFORMATION

MAY I USE MY ACCOUNT BALANCE AS COLLATERAL? CAN MY ACCOUNT BE ASSIGNED TO OTHERS?

No, applicable law prohibits you from borrowing money from a bank or other lender and assigning or pledging your interest in the Plan to the lender to secure the loan. However, some portion of your account may be set aside for your former spouse or children pursuant to a Qualified Domestic Relations Order.

A Qualified Domestic Relations Order is a court order or decree that provides for property settlement, alimony, or child support type of payments. A "Qualified Domestic Relations Order" may require the Plan Administrator to allocate a portion of your assets in the Plan, or to make an outright distribution from your account for the benefit of your spouse, former spouse, child or other dependent.

DOES PARTICIPATION IN THIS PLAN GIVE ME ANY RIGHTS AS AN EMPLOYEE OF EMPLOYER?

No, the Plan does not give you the right to be retained as an employee. Your right to your retirement benefits is limited to those benefits in which you become vested under the provisions of the Plan.

CAN THIS PLAN BE AMENDED? WHAT HAPPENS IF THE PLAN IS AMENDED?

Yes, the Plan may be amended by the Employer at any time. However, no amendment will be enacted which would deprive you of any accrued benefit that is protected by law. Any amendment to the Plan shall be in writing and shall be executed by a duly authorized officer of the Employer.

CAN THIS PLAN BE TERMINATED? WHAT HAPPENS IF THE PLAN IS TERMINATED?

Yes, this Plan is purely voluntary on the part of the Employer. The Employer reserves the right to reduce, suspend or discontinue contributions under this Plan or to terminate the Plan. This Plan shall terminate if the Employer is dissolved, deemed bankrupt or insolvent, merged with another company, or in the event of a sale by the Employer of all or substantially all of its assets, except that any successor in business may decide to continue this Plan.

In the event the Plan is terminated, you automatically become 100% vested in the Plan, regardless of the number of years of vesting service you have at that time. It is for that reason that the government exempts this type of retirement plan from the termination insurance rules governed by the Pension Benefit Guaranty Corporation.

ERISA RIGHTS

DID ERISA GIVE ME ANY SPECIFIC RIGHTS?

Yes, as a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended. ERISA provides that:

- You will be entitled to examine without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all Plan documents including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor.
- You will, upon written request to the Plan Administrator be entitled to obtain copies of documents governing 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.
- The Plan Administrator is required by law to furnish each Participant with a copy of the summary annual report.
- You will be entitled to 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, the statement will tell you how many more 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 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of 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 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 in whole or in part, you must receive a written explanation of the reason for the denial.

You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the 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 if, for example, it finds your claim is frivolous (lacking in seriousness or without any basis).

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.
www.dol.gov/ebsa.

06-2005 1205 PS/js1

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