(ENTER EMPLOYER'S LEGAL NAME) FLEXIBLE BENEFIT PLAN

SUMMARY PLAN DESCRIPTION

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(ENTER EMPLOYER'S LEGAL NAME) FLEXIBLE BENEFIT PLAN

INTRODUCTION

We are pleased to announce that we have established/amended a "premium payment plan" for you and other eligible employees. Under this program, you will be able to pay for insurance coverage that we make available to you with a portion of your pay before Federal income or social security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this summary plan description carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan’s benefits and obligations as contained in the legal Plan Document, which governs the operation of the Plan. The Plan Document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan Document conflict, the Plan Document always governs. Also, if there is a conflict between an insurance contract and either the Plan Document or this SPD, the insurance contract will control. If you wish to receive a copy of the legal Plan Document, please contact the Administrator.

The SPD describes the current provisions of the Plan, which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to change in laws or due to pronouncements by the IRS or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other Plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled “General Information About the Plan”.

I. ELIGIBILITY

1. When Can I Become a Participant in the Plan?

Before you become a member or a "Participant" in the Plan, there are certain rules which you must satisfy. First, you must meet the "eligibility requirements" and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The “entry date” is defined in question 3 below.

2. What Are the Eligibility Requirements for Our Plan?

You will be eligible to join the Plan once you have completed        of employment.

3. When Is My Entry Date?

Once you have met the eligibility requirements, your entry date will be the  coinciding with or following the date you met the eligibility requirements.

4. Are There Any Employees Who Are Not Eligible?

, there  certain employees who are not eligible to join the Plan.They are:

     

Other:

5. What Must I Do to Enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. You must also authorize us to set some of your earnings aside for you in order to pay the insurance premiums for the coverage you have elected.

II. OPERATION

1. How Does This Plan Operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay paid to the Plan. The money will be used to pay for insurance coverage that we are offering to you. The portion of your pay that is contributed to pay the premium expense is not subject to Federal income or Social Security taxes. In other words, the plan allows you to use tax free dollars to pay for insurance coverage and premium expenses which you normally pay for with out of pocket, taxable dollars. In addition, we will make employer contributions to the Plan that you may also use to pay for premiums.

III. CONTRIBUTIONS

1. How Much of My Pay May the Employer Redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan after application of any applicable Employer Contributions. These amounts will be deducted from your pay over the course of the year.

2. How Much Will the Employer Contribute Each Year?

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution will be made on a pro rata basis during the year.

3. What Happens to Contributions Made to the Plan?

Before each Plan Year begins, you will select the insurance coverage you desire. Then, during each pay period, the contributions will be used to pay the premium expense for the insurance coverage you have selected.

4. When Must I Decide What Insurance Coverage I Want?

You are required by Federal law to decide before the Plan Year begins, during the "election period."

5. When Is the "Election Period" for Our Plan?

Your election period will start on the date you first meet the "eligibility requirements" and end at your "entry date." (You should review Section I on Eligibility to better understand the terms "eligibility requirements" and "entry date.") Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

6. May I Change My Elections During the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the "change in status." Currently, Federal law considers the following events to be "changes in status":

Marriage, divorce, death of a spouse, legal separation or annulment;

Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;

One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and

A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

Reduction in Hours of Service: You may revoke an election of coverage under a group health plan due to reduction in hours of service. The following conditions must be met:

1. You must have been in an employment status under which you were reasonably expected to average at least 30 hours of service per week and there is a change in status so that the employee will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in you ceasing to be eligible under a group health plan; and
2. The revocation of the election of coverage under the group health plan corresponds to your intended enrollment, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Enrollment in Qualified Health Plan from Exchange/Marketplace: You may revoke an election of coverage under a group health plan due to enrollment in a qualified health plan offered through a marketplace. The following conditions must be met:

1. You are eligible for a special enrollment period to enroll in a qualified health plan through the marketplace pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or you seek to enroll in a qualified health plan through a marketplace during the marketplace's annual enrollment period; and
2. The revocation of the election of coverage under the group health plan corresponds to your intended enrollment and any related individuals who cease coverage due to the revocation in a qualified health plan through a marketplace for new coverage that is effective no later than the day immediately following the last day of the original coverage that is revoked.

There are detailed rules on when a change in election is deemed to be consistent with a "change in status." In addition, there are laws that give you rights to change accident and health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

7. May I Make New Elections in Future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the "election period" before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

IV. BENEFITS

1. What Insurance Coverage May I Purchase?

Under our Plan, you can choose to receive your entire compensation and your Employer's contribution or use a portion to pay premiums for:

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

V. BENEFIT PAYMENTS

1. When Will I Receive Benefit Payments?

The amount of pay you contribute to the Plan and the employer contributions will be used to pay the premiums for the insurance coverage that is available. The provisions of the insurance policies will control what benefits will be paid and when.

2. What Happens If I Terminate Employment?

If you leave our employ during the Plan Year, your right to benefits will be determined in the following manner:

You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

Under Federal law, if you, your spouse, and/or your covered dependents lose coverage under this Plan, then you, your spouse, and/or your covered dependents ***may be*** entitled to continuation of health care coverage. The Administrator will inform you of these rights if you lose coverage for any reason other than divorce, legal separation or a covered dependent ceasing to be a dependent. Generally, if we (and any related companies) employed twenty (20) or more employees "on a typical business day" in the preceding calendar year, health plan continuation must be made available for a period not to exceed eighteen (18) months if a loss of benefits occurs because of your termination of employment or reduction of hours, or for a period not to exceed three (3) years for any of the other reasons given in (b) and (c) below. Under certain circumstances, persons who are disabled at the time of termination of employment or reduction in hours and/or within the first 60 days of COBRA coverage may be eligible for continuation of coverage for a total of 29 months (rather than 18). You should check with the Administrator for more details regarding this extended coverage. However, in certain circumstances, this continuation coverage may be terminated for reasons such as failure to pay continuation coverage cost, coverage under another employer's plan (whether as an employee or otherwise, provided the other employer's health plan does not contain any exclusion or limitation with respect to any pre existing condition of the beneficiary unless the pre existing condition limit does not apply to, or is satisfied by, the qualified beneficiary by reason of the group health plan portability, access and renewability requirements of the Health Insurance Portability and Accountability Act, ERISA or the Public Health Services Act), termination of our health plan, a "for cause" termination of coverage for reasons such as fraud, or you (or the person entitled to continued coverage) become enrolled in Medicare. However, if you become enrolled in Medicare, your covered dependents may still qualify for continuation coverage. The cost of continuation coverage must be paid by the individual choosing such coverage; however, the cost may not exceed 102% of the cost of the same coverage for a "similarly situated" employee or family member. When the continuation coverage for a disabled person is extended from 18 months to 29 months, the disabled person may be charged 150% (rather than 102%) of the cost of the coverage after expiration of the initial 18 month period.

(a) If you would otherwise lose your health plan coverage under this Plan because of a termination of employment or reduction in hours, you may continue the health plan coverage provided under this Plan. However, this will not be a tax deductible expense to you, absent unusual circumstances.

(b) Your spouse may choose continuation coverage for himself or herself if he or she loses group health coverage for any of the following reasons: (1) your death; (2) your divorce or legal separation; or (3) you become enrolled in Medicare.

(c) Your dependent children, including a child born to or placed for adoption with the Participant during the period of COBRA coverage, may choose continuation coverage for themselves if they lose group health coverage for any of the following reasons: (1) death of a parent; (2) your divorce or legal separation; (3) you become enrolled in Medicare; or (4) your dependent ceases to be a dependent child under the Plan.

It is your responsibility to notify the Plan Administrator of a divorce, legal separation or other change in marital status, change in a spouse's address, or a child losing dependent status under the plan, within sixty (60) days of the event. It is our responsibility to notify the Plan Administrator of your death, termination of employment or reduction in hours, the Employer's bankruptcy, or Medicare eligibility.

3. Will My Social Security Benefits Be Affected?

Your Social Security benefits may be slightly reduced because when you receive tax free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI. HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do Limitations Apply to Highly Compensated Employees?

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a "highly compensated employee" or a "key employee."

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on "highly compensated employees" or "key employees" will apply. You will be notified of these limitations if you are affected.

VII. GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

(Enter Employer's Legal Name) Flexible Benefit Plan is the name of the Plan.

Your Employer has assigned Plan Number to your Plan.

The provisions of the Plan become effective on      , which is called the Effective Date of the Plan.

Your Plan's records are maintained on a twelve month period of time. This is known as the Plan Year. The Plan Year begins on       and ends on      .

2. Employer Information

Your Employer's name, address, and identification number are:

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Same as Employer

5. Type of Administration

The type of Administration is Insurer Administration.

VIII. ADDITIONAL PLAN INFORMATION

1. Your Rights Under ERISA

Plan Participants, eligible employees and all other employees of the Employer may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. These laws provide that Participants, eligible employees and all other employees are entitled to:

(a) examine, without charge, at the Administrator's office, all Plan documents, including insurance contracts, 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 Benefits Administration.

(b) obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may charge a reasonable fee for the copies.

(c) continue health coverage for a Participant, Spouse, or other dependents if there is a loss of coverage under the Plan as a result of a qualifying event. Employees or dependents may have to pay for such coverage.

(d) review this summary plan description and the documents governing the plan on the rules governing COBRA continuation rights.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the best interest of you and other Plan Participants.

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 benefit or exercising your rights under ERISA.

If your claim for a 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.

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 medical child support order, you may file suit in Federal court.

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 thirty (30) days, you may file suit in a Federal court. In such a case, the court may request the 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 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.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA or the Health Insurance Portability and Accountability Act (HIPAA) 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.

2. Claims Process

Claims for benefits that are insured will be reviewed in accordance with procedures contained in the policies. All other general claims or requests should be directed to the Administrator of our Plan.

IX. SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium payment plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.