

SUMMARY PLAN DESCRIPTION
FOR
UNIVERSITY OF CINCINNATI PHYSICIANS
DEFINED CONTRIBUTION PLAN

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INTRODUCTION

This booklet explains the Employer's Defined Contribution Sharing Plan to you and outlines your benefits and rights as a Plan Participant. Read this booklet carefully and keep it for future reference.

The Plan is intended to satisfy all federal requirements under the Employee Retirement Income Security Act of 1974, as amended. The law, commonly known as ERISA, was passed by Congress to protect the rights of Plan Participants.

The basic idea of the Plan is simple: the Employer decides each year how much it will contribute to the Plan (if any). This is referred to as the Employer's Contribution. The Employer's Contribution is then divided among Participants in the Plan according to a specific formula.

This booklet is only a summary of the Plan. The actual Plan document provides much more detail and its provisions will govern in the event this summary is inconsistent with the provisions of the Plan document.

SECTION I

KEY INFORMATION ABOUT THE PLAN

This booklet. This description booklet refers to the Plan as of the Plan Year beginning January 1, 2010. If any amendments are made to the Plan that change anything in this booklet, you will receive an additional explanation.

Who is sponsoring the Plan? University of Cincinnati Physicians, Inc. is sponsoring the Plan and is also the "Plan Administrator". The exact duties of the Plan Administrator are described later in this booklet. The Employers designated below have joined and adopted the Plan for the purpose of providing retirement benefits to their Employees.

What is the important information to know about identifying the Plan Sponsor and the Joining Employer?

Plan Sponsor (and Employer and Plan Administrator):	University of Cincinnati Physicians, Inc.
Address:	222 Piedmont Street, Suite 1200 Cincinnati, OH 45219
Phone No.:	(513) 475-7212
Plan Sponsor Identification Number:	31-1246809
Joining Employer:	LifeCenter Organ Donor Network
Address:	2925 Vernon Place, Suite 300 Cincinnati, OH 45219
Phone No.:	(513) 558-5557
Employer Identification Number:	31-1040508

How is this Plan identified to the Internal Revenue Service and the United States Labor Department? The Plan is identified to government agencies through the use of the above Employer Identification Number, plus the "Plan Number," which is 003.

Who serves as Trustees for the Plan's assets? There are two Trustees of the Plan. Fidelity Management Trust Company serves as the Trustee of the assets which are invested with Fidelity. Its business address is 82 Devonshire Street, Boston, MA 02109. JP Morgan Chase Bank, N.A. serves as the Trustee of the assets which are invested with TIAA-CREF (other than assets held in TIAA-CREF annuity contracts). Its business address is 2 Chase Manhattan Plaza, New York, NY 10004.

What are important dates and definitions used in the Plan and this description booklet?

1. Original Effective Date of Plan. The original effective date of this Plan is January 1, 2009.
2. Plan Year. The Plan is administered on the Plan Year beginning January 1 and ending December 31.
3. Entry Date. The Entry Date for becoming a Participant in the Plan is your date of hire.
4. Normal Retirement Date. Your Normal Retirement Date is your 65th birthday.
5. Highly Compensated Employee. An Employee who during the previous year had Compensation in excess of an amount prescribed by the IRS (subject to annual cost of living adjustments).

SECTION II

PARTICIPATION AND SERVICE

When do I become a Participant in the Plan? You will become a Participant in the Plan on your date of hire.

SECTION III

CONTRIBUTIONS AND YOUR SHARE

How much will the Employer contribute? Each year, the Employer will contribute the following amounts to the Plan on your behalf:

1. Employer's Contribution.
2. Qualified Nonelective Contributions, if any, determined each year by the Employer.

What is an Employer's Contribution? The Employer decides each year how much it will contribute to the Plan (if any). This contribution is referred to as the Employer's Contribution.

What is a Qualified Nonelective Contribution ("QNEC")? In general, a QNEC is an Employer contribution (if any) determined in the discretion of the Employer each year that may be allocated to each Participant as determined by the Employer.

Who shares in Employer's Contributions? All Participants share in the Employer's Contribution.

How is my share determined? Each year the Employer's Contribution will be divided into two parts. The first part will be 8.5% of your Compensation.

The second part of the Employer's Discretionary Profit Sharing Contribution will be divided among the following groups:

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|--------------|---|
| Group One: | Each Participant who terminates employment with the Employer prior to the end of the Plan Year shall be a separate Participant Group. |
| Group Two: | Each Participant who is a physician of the Employer as of the end of the Plan Year and not included in a previous Group shall be a separate Participant Group. |
| Group Three: | Each Participant who is an executive officer of the Employer as of the end of the Plan Year and not included in a previous Group shall be a separate Participant Group. |
| Group Four: | Each Participant who is a clinical department administrator and not included in a previous Group shall be a separate Participant Group. |
| Group Five: | Each Participant who bills for services independently under a National Provider Identifier number and not included in a previous Group shall be a separate Participant Group. |
| Group Six: | Each other Participant shall be a separate Participant Group. |

Your share of this part of the Employer's Contribution allocated to your group (if any) each year will be based on the amount of your Compensation for the Plan Year. Once the total amount allocated to your group is determined, your share of the total amount is based on a percentage. Your percentage is determined by dividing your Compensation by the total Compensation of all Participants in your group.

For purposes of allocating the Employer's Contribution, Compensation is defined as follows:

In general, Compensation means the amount included on your Internal Revenue Service Form W-2 for purposes of federal income tax withholding. Your Compensation also includes any Elective Contributions pursuant to a salary reduction agreement to a Section 401(k) plan, a simplified employee pension plan, a Section 403(b) or 457(b) arrangement, or a Section 125 cafeteria plan.

Once the total amount allocated to your group is determined, your share of the total amount is based on a percentage. Your percentage is determined by dividing your Compensation by the total Compensation of all Participants in your group.

How does the Plan account for my contributions? The Plan Administrator is responsible for maintaining separate bookkeeping accounts for each Participant for purposes of determining the value of each Participant's interest in the Plan. In some cases, more than one account may be maintained for each Participant. For example, if you have transferred funds from another qualified plan to this Plan, the Plan Administrator will maintain a separate "Rollover Account" on your behalf in addition to your "Employer Contribution Account." Your share of the Employer's Contribution will be credited to your "Employer Contribution Account." All money in your account and the accounts of other Plan Participants will be held by the Trustees of the Plan.

SECTION IV

INVESTMENT OF PLAN ASSETS

Who has custody of the retirement plan assets? The retirement plan assets are held by the Trustees for the benefit of Plan Participants. Under the pension law, all retirement plan assets must be held in trust. The trust is a separate legal entity and is not part of the Employer.

Will I have control over the investment of my accounts? You are permitted to direct the investment of all your accounts in accordance with rules established by the Plan Administrator.

What is the value of my accounts? In general, all Participants' accounts are updated as of the last day of the Plan Year which is referred to as the "Valuation Date." In some cases, the Plan is valued more frequently than once a year at the discretion of the Plan Administrator. If the Plan permits you to direct the investments in any of your accounts, such accounts will be valued at least quarterly. Your accounts will be increased for your share of contributions to the Plan, your share of net investment income, and your share of the increased value of trust assets. Your account will be decreased for distributions made during the Plan Year to you or your beneficiaries, your share of net investment loss, and your share of net depreciation of Plan assets for the period.

Your "Employer Contribution Account" is adjusted for the following:

1. Your share of the Employer's Contribution.
2. Your share of investment gains or losses, as well as appreciation and depreciation of the assets of the Trust Fund, if any.

Your "Qualified Nonelective Contribution Account" (if any) is adjusted for the following:

1. Your share of the Employer's Qualified Nonelective Contribution.
2. Your share of investment gains or losses, as well as appreciation and depreciation of the assets of the Trust Fund

May I transfer funds from another program to this Plan? Subject to procedures established by the Plan Administrator, you may generally transfer to the Plan the following distributions:

1. A distribution from a qualified retirement plan.
2. An amount paid or distributed from an Individual Retirement Account or an Individual Retirement Annuity.
3. An annuity contract described in Code section 403(b).
4. An eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision.

Any amount transferred as outlined above is called a “Rollover Contribution.” Rollover Contributions are credited to your “Rollover Account.” Rollover Contributions are nonforfeitable and will be credited by the Trustees with investment earnings or losses and shall otherwise be treated the same as other benefits under the Plan. When you are entitled to receive a distribution from this Plan, you may be allowed to transfer (or “rollover”) the amount payable from this Plan to another qualified trust.

Can Plan benefits be transferred? Benefits may not be assigned, sold, or used to borrow money. The only exception to this rule is an assignment or transfer in accordance with a Qualified Domestic Relations Order. A Qualified Domestic Relations Order is an order by a domestic relations court concerning the division of your interest in the Plan pursuant to a divorce or other domestic relations matter (see more explanation in Section V).

May I borrow from the Trust? No, you may not borrow from the Trust. Borrowing has not been authorized.

SECTION V

PAYMENT OF YOUR BENEFITS

When will my benefits become distributable? Because the Plan is intended to provide retirement benefits, you will be entitled to a distribution of your benefits only upon the occurrence of one of the events described below. The actual time of distribution of your benefit after the occurrence of one of these events is discussed later under “When will benefits be paid?”.

Normal Retirement. At Normal Retirement Date, you will be 100% vested in your accounts. The exact amount will generally be determined on the Valuation Date following your Normal Retirement Date.

Deferred Retirement. If you continue your employment past your Normal Retirement Date, your accounts will be 100% vested and your active participation in the Plan will continue as long as you meet the active participation requirements. When you retire, the value of your accounts will be determined on the Valuation Date following your actual retirement.

Disability Retirement. If you are “totally and permanently disabled” (as determined by the Plan Administrator), your retirement will occur on the date of the Plan Administrator’s determination. At Disability Retirement, you will be 100% vested in your accounts. The Plan Administrator’s findings as to whether you are “totally and permanently disabled” will be based on:

1. medical evidence by a licensed physician appointed by the Plan Administrator;
2. evidence that you are eligible for disability benefits under any long term disability plan sponsored by the Employer and administered by an independent third party; or
3. evidence that you are eligible for total and permanent disability benefits under the Social Security Act in effect on your date of disability.

Termination of Employment. You are considered to be a terminated Participant if you quit or lose your job for other than Normal Retirement, death, or disability. At termination of employment, you will have a 100% nonforfeitable right to the value of your accounts which is generally determined as of the Valuation Date following your termination of employment.

In-Service Distributions. Even though you have not terminated employment, you may request a distribution of all or any portion of your accounts if:

1. You attain Normal Retirement Age (age 65), or
2. You have a financial hardship as a result of one of the following:
 - a. Medical expenses incurred by you, your spouse, or any of your dependents.

- b. The purchase (excluding mortgage payments) of a principal residence for yourself.
- c. The payment of tuition for the next semester or quarter of post-secondary education for you or your spouse, children, or dependents.
- d. To prevent the eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- e. Funeral expenses for your deceased parent, spouse, child or dependent.
- f. Expenses for the repair of damage to your principal residence under certain circumstances.

Distributions for financial hardship will be subject to administrative terms, conditions and procedures established by the Plan Administrator. You must request the in-service distribution in writing.

Death. If you die before retirement or other severance of employment, your Beneficiary or beneficiaries (subject to your spouse's rights described under "Who receives my benefits if I die?") will be entitled to 100% of the value of your accounts. The exact amount due will generally be determined as of the end of the Plan Year following your death. If you die after retirement but before receiving the full amount due under the method of payment you selected, your Beneficiary will be entitled to the unpaid balance (remaining payments) due under such option.

How is my vested percentage determined? All accounts are 100% nonforfeitable.

Who receives my benefits if I die? When you join the Plan, you will be asked to designate a beneficiary or beneficiaries (subject to your spouse's rights described below) to receive benefits if you die before retirement (the "Beneficiary"). If you wish to change your Beneficiary, you should request a new Beneficiary Designation form from the Plan Administrator in order to name a new Beneficiary and revoke all earlier designations. Be sure to keep your Beneficiary Designation up to date and remember that all beneficiary designations and changes must be properly signed. If you do not designate a Beneficiary (or if your Beneficiary is deceased at the time of your death), your Accounts will be paid to your surviving spouse or if there is no surviving spouse, to your estate.

If you are married, your surviving spouse will receive a "Qualified Preretirement Survivor Annuity" if you die before benefit payments have begun. Under this method, an annuity is purchased at your death for your surviving spouse with one-half of your account balance. If you are married at the time of your death, this method is not subject to approval by the Employer and your spouse will automatically receive this benefit unless:

1. you waived this form of payment during your lifetime and your spouse consented in writing to your waiver in the presence of the Plan Administrator or a Notary Public, or

2. your surviving spouse waives this method in writing after your death and applies for another method of payment.

The balance of your account that is not used to purchase a “Qualified Preretirement Survivor Annuity” will be paid to your Beneficiary or beneficiaries designated on your Beneficiary designation form.

If you die after retirement but before receiving the full amount due under the method of payment you selected, your Beneficiary will be entitled to the unpaid balance (remaining payments) due under such option.

How will benefits be paid? The Plan requires that your accounts be paid in the form of a “Qualified Joint and Fifty Percent Survivor Annuity” unless another distribution method is elected. Under the annuity form of payment, you will receive payments for your lifetime and, after your death, your spouse will receive payments for your spouse’s lifetime equal to one-half of the amount of the payments that you were receiving. If you are not married, your benefit will be paid in the form of an annuity for your life only.

If you are married when benefit payments are to begin, you will receive a written explanation of the Joint and Fifty Percent Survivor Annuity form of payment.

A Joint and Fifty Percent Survivor Annuity form of payment provides a monthly payment for your life, and upon your death, a monthly payment for your spouse equal to fifty percent of the monthly payment you received prior to your death. Because your spouse will receive survivor payments, the financial effect of a Joint and Fifty Percent Survivor Annuity is to reduce the monthly payments that you would receive if payments are made to you as a single life annuity. The relative effect of various payment options are illustrated below.

The following table explains several options and the effect on the amount of monthly income. This illustration is based on the following assumptions:

- * You have retired at age 65 and your spouse is also age 65.
- * 7% interest rates.
- * Your account balance is \$12,071, which will buy exactly \$100 of monthly income under a single life annuity option.

If you are eligible for the Joint and Fifty Percent Survivor Annuity, effective for distributions beginning on or after January 1, 2008, you will have the right to have the Survivor Annuity be 75% instead of 50%. If you choose the 75% Survivor Annuity, the financial effect will further reduce the monthly annuity payments you would receive prior to death.

This illustration is not likely to be the same for you, but it does show the relative impact of each option. Please do not try to calculate your own benefits from this comparison. If you want an estimate based on your situation, you must make a timely written request to the Plan Administrator. The Plan Administrator will provide you with an estimate of the monthly payments that may be purchased with your nonforfeitable account balance under the various options.

Option	Monthly Income	Explanation
Single Life Annuity	\$100.00 to you for life	Payments are made for your life and stop at your death.
Joint and Fifty Percent Survivor Annuity	\$92.70 to you for life; \$46.35 to spouse for life after your death	Payments are made for your lifetime. If your spouse is alive at your death, your spouse will receive payments equal to one-half the amount that you were receiving. Payments will stop at your spouse's death.
Joint and 75% Survivor Annuity	\$89.44 to you for life; \$67.08 to spouse for life after your death	Payments are made for your lifetime. If your spouse is alive at your death, your spouse will receive payments equal to 75% of the amount that you were receiving. Payments will stop at your spouse's death.
Periodic Payments		Payments are made for the fixed period of years that you elect. Payments stop at the end of the period. If you die before the end of the period, payments will continue to your beneficiary for the remainder of the period. This option does not guarantee income for your life.
- 30 months	\$236.46	
- 120 months	\$138.04	
- 180 months	\$106.45	
Lump Sum or Direct Transfer	\$12,071.00	You will receive one payment. No additional payments will be made to your beneficiary if you die after you receive this payment.

You may waive the Joint and Fifty Percent Survivor Annuity and elect another form of payment. If you are married, your waiver of the Joint and Fifty Percent Survivor Annuity will not be valid unless your spouse consents to the waiver in writing in the presence of the Plan Administrator or a notary public. If you waive the Joint and Fifty Percent Survivor Annuity, whether your spouse will receive monthly payments if you die depends on the form of payment you select. You may waive the Joint and Fifty Percent Survivor Annuity and elect another form of payment during the 90-day period before your benefits are due to be paid.

You may revoke an election to waive the Joint and Fifty Percent Survivor Annuity at any time before your benefits commence. If you revoke the waiver, benefits will be paid to you in the form of a Joint and Fifty Percent Survivor Annuity unless you make a new election.

The other methods of payment under the Plan are as follows:

1. A lump sum distribution in cash or in kind.
2. Entirely in the form of a single premium, nontransferable annuity contract.
3. Partly in cash and partly as a single premium, nontransferable annuity contract.
4. A fixed number of annual installment payments.
5. Any combination of the above.

You (or your Beneficiary if you die) may apply for the method and time of receiving benefits which best suits your needs. Benefits should be requested by sending a written request to the Plan Administrator. Upon receipt of the request, the Plan Administrator will provide distribution forms that must be completed and a written explanation of:

- a. the terms and conditions of a Qualified Joint and Survivor Annuity;
- b. the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit;
- c. the rights of a Participant's spouse; and
- d. the right to make and the effect of a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

A written request for payment of benefits should be sent to the Plan Administrator. Upon receipt of the request, the Plan Administrator will provide the appropriate distribution forms. If your vested account balance (excluding rollover contributions) is \$1,000 or less as of the applicable Valuation Date and you have not begun receiving distributions from the Plan, the Plan Administrator will distribute your benefit to you without your consent. If your vested account balance (excluding rollover contributions) is greater than \$1,000 but does not exceed \$5,000, and you fail to elect to receive a distribution, the Plan Administrator shall automatically transfer your account to an individual retirement arrangement (IRA) established on your behalf. You will be provided more information in the event the Plan Administrator decides to make this automatic IRA transfer on your behalf.

When will benefits be paid? If you or your Beneficiary requests a distribution of your benefits, distribution will begin after the Valuation Date that coincides with or immediately follows the event that entitles you to a distribution provided you have properly completed and returned the applicable distribution forms to the Plan Administrator. In general, the Valuation Date is the last day of the Plan Year. However, the Plan Administrator may permit more frequent Valuation Dates on a uniform and nondiscriminatory basis. The reason for delaying distributions until after the Valuation Date is to insure that all accounts are adjusted for gains and losses for the Plan Year. Your account will not be adjusted for gains that occur during the period between the Valuation Date (when the amount of your distribution is determined) and the actual date of distribution to you or your Beneficiary.

Unless you elect to defer your distribution, payment of benefits will begin not later than 60 days after the close of the Plan Year in which the latest of the following events occurs:

1. you attain the earlier of age 65 or Normal Retirement Date,
2. you complete 10 years of participation in the Plan, or
3. you terminate employment after the earlier of age 65 or your Normal Retirement Date.

If you elect to delay distribution of your accounts, the pension law and the terms of the Plan provide that you must receive the required minimum distribution beginning no later than your required beginning date.

In general, the required beginning date for non-5% owner Participants is the April 1st of the calendar year following the calendar year in which a Participant terminates employment or attains age 70½, whichever is later. The required beginning date for Participants who are 5% owners is the April 1st of the calendar year following the calendar year in which the Participant attains age 70½. A Participant is treated as a 5% owner if the Participant was a 5% owner at any time during any Plan Year beginning with the Plan Year ending with or within the calendar year in which such owner attains age 66½.

The minimum distribution for a calendar year equals the value of your accounts as of the last valuation date preceding the beginning of the calendar year of distribution divided by a factor set forth in tables prescribed by the IRS.

How will I be taxed on the payment of my benefits? In general, you are required to treat benefit payments as ordinary income for the year that you receive the payment. However, you may reduce, or defer entirely, the tax due on your distribution through use of the following methods:

1. The rollover of all or a portion of the distribution to an Individual Retirement Account (IRA), another qualified employer plan or any other arrangement eligible to receive a rollover. There are two methods to effectuate a rollover of your distribution. The first method, a direct rollover, avoids the mandatory 20% federal income tax withholding mentioned under "Will federal income tax be withheld from my benefits?" The alternate method is to receive your distribution and complete the rollover within 60 days after you receive your distribution. However, if you choose to receive the distribution and complete the rollover yourself, the mandatory 20% federal income tax withholding will apply and you will have to "make up" that 20% from other sources to receive the maximum benefit of the rollover option. At death, a non-spouse beneficiary may only use the direct rollover method.

You should note that not all distributions from the Plan are eligible for rollover treatment.

2. If you qualify, the election for favorable income tax treatment under the "10-year forward averaging", "5-year forward averaging," or "capital gains" method of taxation.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

Will federal income tax be withheld from my benefits? The distributions you receive from the Plan are generally subject to federal income tax withholding in an amount equal to 20% of the distribution unless you elect to have your distribution transferred directly to an Individual Retirement Account, another qualified employer plan or any other arrangement eligible to receive a rollover. Withholding will only apply to the portion of your distribution which is included in your income subject to federal income tax. If you do not respond by the date your distribution is scheduled to occur, federal income tax will be withheld.

If you have any questions regarding withholding or estimated tax payments, please refer to IRS Publication 505. Publication 505 explains the estimated tax requirements and penalties in detail. Publication 505 is available, free of charge, from the Internal Revenue Service.

An additional tax of 10% is imposed on distributions from retirement plans if the distribution is includible in your gross income. The 10% additional tax will apply unless you receive the distribution after you have attained age 59½, the distribution is made on account of your death or disability, the distribution is made upon separation from service after you have attained age 55, or you elect to receive substantially equal periodic payments over your life expectancy regardless of your age. Additionally, certain distributions with respect to medical expenses may be exempt from the additional tax. You should consult a qualified tax advisor to determine whether the 10% additional tax applies.

Distributions under Qualified Domestic Relations Order (“QDRO”). The Plan specifically permits distribution to an Alternate Payee under a QDRO at any time, under any method permitted under the Plan. The term “Alternate Payee” means any spouse, former spouse, child, or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan to such Participant.

Upon receiving a domestic relations order, the Plan Administrator will notify the Participant and any Alternate Payee named in the order, in writing, of the receipt of the order and the Plan’s procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each Alternate Payee, in writing, of its determination. The Plan Administrator must provide notice under this section by mailing to the individual’s address specified in the domestic relations order, or in a manner consistent with Department of Labor regulations.

If any portion of the Participant’s nonforfeitable Account is payable during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must make a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts are first payable following receipt of the order, the Plan Administrator will direct the Trustees to distribute the amounts payable in accordance with the order. If the Plan Administrator does not make its determination that the order is a QDRO within the 18-month determination period, the Plan Administrator will direct the Trustees to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

SECTION VI

TOP HEAVY RULES

What is a Top Heavy Plan? Each year, the Plan Administrator is responsible for determining whether your Plan is a “Top Heavy Plan.” A plan is a “Top Heavy Plan” when more than 60% of the contributions or benefits under all plans of the Employer have been allocated to Key Employees. Key Employees are certain owners or officers of the Employer. All other Employees are “Non-Key Employees.”

What happens if the Plan is or should become Top Heavy? If this Plan is or should become top heavy in any Plan Year, then Non-Key Participants who have not terminated employment shall be entitled to certain “top heavy minimum benefits.”

If the Employer maintains another qualified retirement plan, the Employer may provide a minimum benefit under such plan. The Employer is not required to duplicate this benefit in all of its Plans. Therefore, if the Employer is already providing at least the minimum benefit in another Plan maintained by the Employer, then no additional benefit is required.

The top heavy minimum benefit will be provided in this Plan at the rate of 5% of your Compensation.

SECTION VII

PLAN ADMINISTRATION

How do I claim benefits? The Employer will advise you about procedures to follow in claiming benefits.

If your claim is wholly or partially denied, you will receive written notice of such denial from the Employer within sixty days of the date you filed your claim. The notice of denial will set forth the reason for the denial, specific references to Plan provisions on which the denial is based, a description of any additional material or information which you should supply and the reason why it is needed, as well as the procedures you should follow in requesting a review of your claim.

You have sixty days from receipt of the Employer's denial notice in which to make written application for a review of the denied claim. You may request that this review be in the nature of a hearing, and you have the right to:

1. legal or other representation;
2. review all pertinent documents; and
3. submit issues and comments in writing.

The Employer will issue a written decision of such review within sixty days after receiving your application for review and will provide specific reasons and references upon which the decision is based.

Are there any limits on contributions? In general, all defined contributions and retirement plans are subject to government regulations. These regulations place certain maximums on benefits you may receive from this Plan, which is known as a Defined Contribution Plan. Specifically, there is a limit on the annual amount which may be added to your accounts. The annual limit is the lesser of \$49,000 (which may be adjusted in the future to reflect cost-of-living adjustments), or 100% of your Compensation. All Employer's Contributions, all forfeitures, all Elective Contributions (except catch up contributions), and all voluntary nondeductible Participant contributions are included in determining the maximum.

Is this Plan guaranteed? While the Employer has every intention of continuing the Plan and making annual contributions, the Plan is entirely voluntary on the Employer's part and may be amended or discontinued by the Employer, in its sole discretion. However, in the event of complete or partial termination of the Plan, or complete discontinuance of contributions, benefits on your behalf in your accounts will become 100% nonforfeitable. If the Plan is terminated, you will be notified whether your accounts will be held in trust and distributed under the normal distribution methods under the Plan or whether your accounts will be distributed immediately. You should be aware that government insurance is not required for this type of retirement plan. Therefore, the government agency, the Pension Benefit Guaranty Corporation, which insures benefits in some types of retirement plans, will not be insuring any benefits in this Plan.

Who administers the Plan? As stated earlier, the Employer is the Plan Administrator and is responsible for the following administrative functions:

1. Keeping accurate Employee records.
2. Informing Participants of any amendments or changes made in the Plan.
3. Insuring that the Plan conforms with the federal laws and regulations.
4. Making available reports and documents for review by Participants and beneficiaries, as required by law.
5. Establishing rules for the administration of the Plan and transaction of its business.
6. Interpreting the Plan and resolving questions that arise concerning the Plan.
7. Authorizing the Trustees to make payments from the Trust Fund to eligible Participants and beneficiaries.

Am I charged fees for Plan Administration? The Plan Administrator, in its sole and absolute discretion, may charge to your Account administration fees including, without limitation, distribution fees, special valuation fees, fees for processing a QDRO, and investment fees which are not paid for by the Employer. In addition, the Plan Administrator may, in its sole and absolute discretion, charge certain Plan administration fees only to the Accounts of Participants who are no longer active Participants.

What are my rights under the Employee Retirement Income Security Act? As a Participant, you may be entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) as follows:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

“Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the Plan available at the Public Disclosure Room of the Pension and Welfare Benefits Administration.”

“Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements and copies of the latest Form 5500 series and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.”

“Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.”

“Obtain a statement telling you whether you have a right to receive a pension at your 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 a year. The Plan must provide the statement free of charge.”

PRUDENT ACTIONS BY FIDUCIARY

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.

ENFORCE YOUR RIGHTS

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

ASSISTANCE WITH YOUR QUESTIONS

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

Who is to receive legal process? The person designated to receive all legal notices for the Plan is the Employer, which is the Plan Administrator. The Employer’s address is in Section I. In addition, service of legal process may be made upon the Trustees of the Plan.

AND REMEMBER!

This booklet summarizes the major provisions of the Plan; however, the Plan and the Trust documents are final authority in all cases of interpretation by the Employer. These documents are available for your review in the Employer's office during regular business hours. You should keep this booklet for future reference. Remember that from time to time the Plan may be amended. If the Plan is amended, you will receive additions to this booklet which will explain how those amendments affect the Plan and information given to you in this booklet. You should contact the Employer if you have any additional questions or need clarification about anything in this booklet.

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