

CASE NUMBER: BA01016

**THE
NAVAJO COUNTY PREMIUM ONLY PLAN**

Effective November 1, 1988

As Amended and Restated Effective May 15, 1997

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**THE
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ARTICLE I. PURPOSE OF PLAN.

Section 1.01. Purpose. The purpose of this Plan is to furnish eligible Employees of the Company with a choice of receiving certain taxable or non-taxable benefits. It is intended that this Plan qualify as a "cafeteria plan" within the meaning of Section 125(d) of the Code, and that certain benefits which an eligible Employee elects to receive be eligible for exclusion from such Employee's income under Section 125 of the Code.

ARTICLE II. DEFINITIONS.

Section 2.01. Defined Terms.

(a) "Administrator" means the Company, or any other person or organization subsequently designated as such by NAVAJO COUNTY with the authority and responsibility to manage and administer the Plan.

(b) "Board" means the Board of Directors of NAVAJO COUNTY.

(c) "Code" means the Internal Revenue Code of 1986, as amended.

(d) "Company" means NAVAJO COUNTY and any other employer designated by the Board.

(e) "Compensation" means W-2 wages and other taxable compensation from the Company for any Plan Year.

(f) "Effective Date" means November 1, 1988.

(g) "Employee" means any common law Employee of the Company.

(h) "FMLA Leave" means a leave of absence provided to an Employee of the Company under the Family and Medical Leave Act of 1993.

(i) "Highly Compensated Individual" means a highly compensated individual as defined in Code Section 125 (e)(2).

(j) "Highly Compensated Participant" means a highly compensated participant as defined in Code Section 125 (e)(1).

(k) "Insurance Plan" means the plan(s) maintained by the Company to provide accident and health benefits to the Company's Employees, which is partially or fully insured by an independent third party.

(l) "Key Employee" means a key Employee as defined in Code Section 416 (i)(I).

(m) "Participant" means any Employee of the Company who is a participant in the employer sponsored group insurance plan and meets the requirements of Section 3.01.

(n) "Premium Payment Option" means the option to pay Insurance Plan premiums through the Plan.

(o) "Plan" means the cafeteria plan herein contained, as amended from time to time, which shall be known as "THE NAVAJO COUNTY PREMIUM ONLY PLAN."

(p) "Plan Year" means the twelve (12) month period beginning July 1 and ending June 30.

Section 2.02. Construction. Wherever appropriate, words used in the singular may include the plural, or the plural may be read as the singular; and the masculine may include the feminine.

ARTICLE III. ELIGIBILITY.

Section 3.01. Eligibility to Participate.

- (a) An Employee who regularly works 20 hour(s) per week and has completed a period of 30 day(s) of consecutive employment with the Company may become a Participant in the Plan, counting periods that an Employee is on leave required under FMLA or during an absence from work for duty in the uniformed service of the United States of America.
- (b) Any former Employee within a collective bargaining unit shall become eligible to participate in this Plan only upon agreement between the Company and the Employee's bargaining representative or written direction by the Company after satisfaction of any collective bargaining obligation under the National Labor Relations Act. Any such Employee's date of participation shall be that determined through collective bargaining, or as may otherwise be lawfully determined by the Company.

3.02. Participation Requirements

- (a) An Employee of the Company who makes an election to allocate contributions to the Plan shall become a Participant on the later of:
 - (i) the Effective Date; or
 - (ii) the first day of the month coincidental with or next following the date the Employee completes the standards of Section 3.01.

Enrollment in the plan in this matter constitutes an election to participate in the Plan.

- (b) Any Participant whose employment with the Company terminates and who is rehired, shall be reinstated as a Participant, with the same benefit elections previously made for the current plan Year, on the first day of the month coincidental with or next following the date the Employee completes 30 day(s) of consecutive employment, provided such date shall not be earlier than the first day of the first Plan Year beginning after such Participant's termination.
- (c) Notwithstanding anything in this Section 3.01 to the contrary, the Administrator may, at any time, exclude one or more Highly Compensated Individuals or Key Employees from participation in the Plan if such exclusion is necessary to maintain the statutory non-taxable status of benefits received under this Plan by other Key Employees. Such exclusion shall be accomplished in a nondiscriminatory manner and shall be based on such facts and circumstances as the Administrator deems to be appropriate.

ARTICLE IV. BENEFITS.

Section 4.01. Benefit Options. A Participant may, pursuant to the procedures described in Article V, elect to receive his full Compensation in cash (the "Cash Option"), or to have a portion of it applied by the Company toward the cost of the Premium Payment Option described below.

Section 4.02. Premium Payment Option. Benefits shall be provided through, and in accordance with the provisions of, the Insurance Plan(s). The maximum amount of Compensation a Participant may elect to have applied on a pre-tax basis toward the cost of the Premium Payment Option for any Plan Year or a portion thereof is the cost of premiums under the Insurance Plan(s) for the coverage elected by the Participant, which shall not exceed ten thousand dollars (\$10,000).

ARTICLE V. BENEFIT ELECTION PROCEDURES.

Section 5.01. Benefit Elections.

- (a) The Administrator shall prescribe suitable forms to be utilized by Participants in electing benefit options under the Plan.
- (b) The benefit period under the Plan shall be the Plan Year. Benefit elections for any Plan Year shall be made, in accordance with procedures prescribed by the Administrator, prior to July 1 or, in the case of a new Participant, prior to his effective date of participation in the Plan.
- (c) There will be an enrollment period during which the Employees can enroll in and select benefits available under the Plan prior to;
 - (i) The first day of a Plan Year during which an Employee is eligible to participate in the Plan; or
 - (ii) The first day, during a Plan Year, of the month after the date that a new Employee becomes eligible to participate in the Plan, in accordance with the standards of Section 3.01
- (d) An enrollment form must be completed and returned to the Administrator prior to the end of the enrollment period for an election to be effective.
- (e) Prior to the beginning of each subsequent Plan Year with respect to which this Plan continues in effect, there will be an enrollment period during which a Participant will have the opportunity to elect a different or new coverage under the Plan effective for the subsequent Plan Year.
- (f) A benefit election for any Plan Year shall be irrevocable; provided, a Participant may revoke or modify a benefit election during a current Plan Year if the revocation or modification is on account of a change in the Participant's family status. A change in family status shall be determined in accordance with regulations promulgated by the Internal Revenue Service under IRC Section 125. Any revocation or modification must be consistent with the reason such revocation or modification was permitted. Any such revocation or modification shall be on a form prescribed by the Administrator and shall be effective as of the first pay period after such form is completed and returned to the Administrator.

- (g) A Participant who returns from unpaid FMLA Leave after having changed his or her benefit elections on account of taking FMLA Leave may have his or her benefit elections reinstated on the same terms as prior to taking FMLA Leave, to the extent that reinstatement is required under the FMLA Leave. A reinstated Participant shall not have a greater right to benefits for the remainder of the Plan Year than a Participant who is continuously working during the Plan Year.

Section 5.02. Failure to Enroll.

- (a) If an Employee fails to return an initial election form prior to the end of the enrollment period, the Employee will not become a Participant. However, an eligible Employee will be allowed to make an initial election to participate during a succeeding enrollment period if he or she wishes.
- (b) If a participant does not return an election form for a subsequent Plan Year, then that Participant shall be considered to have made the same elections as in the prior Plan Year, subject to the current terms, conditions, and limitations of each benefit option available at that time.

Section 5.03. Automatic Termination of Participation. Participation under this Plan shall automatically terminate on the date on which the Participant's employment with the Company terminates.

Section 5.04. Election Modifications Required by Administrator.

- (a) Notwithstanding anything in this Plan to the contrary, the Administrator may, at any time, require all or any class of Employees to amend the amount of any Premium Payment Option authorization by them for a Plan Year or the Administrator may take such other actions as it deems appropriate in the event the Administrator determines that such amendments or other actions are necessary or advisable in order to
 - (i) satisfy the nondiscrimination requirements imposed on this Plan by any provision of the Code and any rules or regulations issued pursuant thereto;
 - (ii) prevent any Participant or class of Participants from having to recognize more income for Federal income tax purposes from the receipt of optional benefits hereunder than would otherwise be recognized due to the application of any provision of the Code, or rules or regulations issued pursuant thereto; or

- (iii) maintain the statutory nontaxable status of benefits received under this Plan pursuant to the requirements of the applicable provisions of the Code, including, without limitation, a modification of elections by Highly Compensated Participants or Key Employees, with or without the consent of such Employees.
- (b) The Administrator may divide Employees into two or more classes for purposes of this Section 5.04 provided that such classification shall be nondiscriminatory, based on such facts and circumstances as the Administrator determines to be appropriate including, but not limited to, scheduled hours or other relevant considerations. Any required amendment of elections as permitted by this Section 5.04 shall be made pursuant to and in accordance with such rules, regulations and procedures as the Administrator may from time to time adopt in the exclusive exercise of its discretion.

ARTICLE VI. PREMIUM PAYMENT.

Section 6.01. Premium Payment Option Authorization.

- (a) Each Participant who timely elects the Premium Payment Option under Article IV thereby authorizes the Company to reduce his Compensation for the Plan Year in an amount equal to the Participant's cost of premiums under the Insurance Plan(s) for coverage elected by the Participant, subject to automatic adjustment in the event of a change in the cost of the Insurance Plan(s).
- (b) A Premium Payment Option authorization for any Plan Year shall be irrevocable as provided in Section 5.01(f). A Participant may, however, revoke or modify a Premium Payment Option authorization during a current Plan Year if the revocation or modification is on account of a change in the Participant's family status. Additionally, if the premium amount of an Insurance Plan significantly increases or the coverage of an Insurance Plan is significantly curtailed or modified, a Participant may revoke a Premium Payment Option authorization during a current Plan Year and, in lieu thereof, receive on a prospective basis coverage under another Insurance Plan with similar coverage, if similar coverage is available, in accordance with regulations promulgated by the Internal Revenue Service under IRC Section 125. Any such revocation or modification must be consistent with the reason such revocation or modification was permitted. Any such revocation or modification shall be on a form prescribed by the Administrator and shall be effective as of the first pay period after such form is completed and returned to the Administrator.

Section 6.02. Automatic Termination of Authorization. Premium Payment Option authorizations made under this Article shall automatically terminate on the date on which the Participant's employment with the Company terminates.

Section 6.03. Payment During Leave. With respect to Participants who go on leave which is Company-approved or FMLA Leave, contributions required or permitted to be made by them under the Plan may be made by one of the following methods, which must be nondiscriminatory, as agreed between the Employee on leave and the Company before the commencement of the leave of absence or the applicable coverage period:

- (a) Contributions made be made by the Employee on leave on a regular basis (generally on an after-tax basis);
- (b) Contributions may be made by the Employee on leave by pre-payment (generally on a pre-tax basis with respect to the same Plan Year during which the leave occurs); or
- (c) Contributions advanced by the Company on behalf of the Employee on leave may be re-paid by the Participant when he returns from leave on either a pre-tax with respect to the same Plan Year during which the leave occurs or on after-tax basis.

ARTICLE VII. NONDISCRIMINATION.

Section 7.01. Nondiscrimination.

- (a) Notwithstanding anything in this Plan to the contrary, this Plan shall not discriminate in favor of Highly Compensated Individuals as to eligibility to participate.
- (b) Notwithstanding anything in this Plan to the contrary, this Plan shall not discriminate in favor of Highly Compensated Participants as to contributions or benefits.
- (c) The statutory non-taxable benefits provided to Key Employees under the Plan shall not exceed 25% of the aggregate of such statutory non-taxable benefits provided for all Employees under the Plan.
- (d) All Employees who are treated as employed by a single employer under subsections (b), (c) or (m) of Section 414 of the Code shall be treated as employed by a single employer for purposes of this Article VII.

ARTICLE VIII. GENERAL PROVISIONS.

Section 8.01. Administration.

- (a) The Administrator shall serve at the pleasure of the Board or designated officer of the Company. The Administrator shall construe and interpret this Plan, and shall decide all questions of eligibility and benefits. Any such determination and decision of the Administrator shall be final, conclusive, and binding upon all parties affected thereby, unless arbitrary and capricious. This Plan is intended to be interpreted in accordance with and qualify as a "cafeteria plan" under Section 125 of the Code. To the extent any provisions contained herein are inconsistent with this Code section, such provisions are hereby modified to conform therewith.
- (b) The Administrator shall establish uniform rules, procedures and interpretations as appropriate for the administration of the Plan, to be consistently applied to all Participants in like circumstances.
- (c) Any administrative discretion under the Plan shall be based solely on clearly defined and ascertainable criteria set forth in the Plan.

Section 8.02. Amendment and Termination. This Plan may be amended or terminated at any time by the Board. Upon termination of the Plan, Participant's benefits shall become payable as the Board may direct. The Board shall inform the Participants of any changes, amendments or termination of this Plan.

Section 8.03. Termination of Employment. If a Participant has authorized the Premium Payment Option and that Participant's employment terminates for any reason, the Participant shall continue to receive such benefits to the extent provided for by the terms of the Insurance Plan(s).

Section 8.04. Exclusive Benefit. Amounts available for elective use under this Plan shall be used for the exclusive benefits of Employees and their dependents. The Plan, however, does not grant any Employee the right to be retained in the service of the Company.

Section 8.05. Spendthrift Clause. Benefits payable under this Plan may not be assigned, alienated, transferred, pledged or encumbered, nor shall any such benefit be subject to claims of or seizure by legal process by creditors.

Section 8.06. Company Liability.

- (a) Benefits payable under this Plan will be paid solely from the general assets of the Company, without interest or earned credit of any kind.

- (b) No Employee, Participant, dependent or beneficiary shall have any right or interest in any assets of the Company upon termination of this Plan, their employment or otherwise, except as specifically provided under this Plan, and then only to the extent of the benefits payable under this Plan.

Section 8.07. Related Employers. If the Company is a member of a controlled group of corporations, the Company may, by resolution, authorize other members of the controlled group to adopt this Plan.

Section 8.08. Governing Law. To the extent the laws of any State shall apply, this Plan shall be construed, administered and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed as of the Effective Date.

NAVAJO COUNTY

By: Jesse Thompson
Jesse Thompson, Chairman

Attest: Judy Jones
Judy Jones, Clerk of the Board

**CONSENT RESOLUTION OF
BOARD OF DIRECTORS
OF NAVAJO COUNTY**

The undersigned, being all of the members of the Board of Directors of NAVAJO COUNTY, a(n) Arizona corporation (the "Corporation"), in accordance with and pursuant to the Arizona Statutes do hereby unanimously authorize and adopt the following resolution(s):

WHEREAS, it is desirable to establish a "cafeteria plan" within the meaning of Section 125 of the Internal Revenue Code, as amended from time to time, to provide certain benefits to the Employees of the Corporation.

NOW, THEREFORE, RESOLVED, that the NAVAJO COUNTY PREMIUM ONLY PLAN be and hereby is established and adopted effective November 1, 1988 to read substantially in the form presented to this Board.

FURTHER RESOLVED, that appropriate officers of the Corporation are authorized and directed to execute such plan documents.

FURTHER RESOLVED, that the officers of the Corporation are authorized and directed to perform any acts and execute any documents necessary or appropriate to effectuate this resolution.

Dated this 23rd day of June, 1997.

Larry Vicario
Larry Vicario, Member

Jesse Thompson
Jesse Thompson, Chairman

Fercy Deal
Fercy Deal, Member

M.E. "Tommy Tee" Thompson
M.E. "Tommy Tee" Thompson, Member

Lewis Tenney
Lewis Tenney, Member

ATTEST:

Judy Jones
Judy Jones
Clerk of the Board

SUMMARY PLAN DESCRIPTION FOR YOUR P.O.P. PLAN

The company has established a Premium Only Plan (P.O.P. Plan) within the meaning of Section 125 of the Internal Revenue Code of 1986. The P.O.P. Plan has been established so that participants will not have to include as taxable income the amount of compensation they have forgone to pay for their premium contributions to eligible insurance plans offered by the company. This Summary Plan Description (SPD) describes the benefits, terms, and conditions of the P.O.P. Plan as it applies to all employees of the company on and after the Effective Date.

This SPD is intended only as a summary of the P.O.P. Plan and is not meant to interpret, extend or change the P.O.P. Plan in any way. We suggest you read the SPD carefully so you understand the P.O.P. Plan's operation and benefit to you. The provisions of the P.O.P. Plan can be determined by also reading the plan document itself. *In the event of any perceived inconsistencies between this SPD and the actual provisions of the plan document, the plan document will govern.*

1. Plan Identification

Plan Name: _____ Letter to be sent _____

Plan Effective Date: _____ with employee _____

Plan Year: _____ Paycheck _____

Plan Identification Number: _____

Type of Plan: Cafeteria Plan

Plan Sponsor/Administrator: _____

Company Name

Address

City, State, Zip

Telephone Number

Employer Tax Identification Number: _____

Agent for Service of Legal Process: _____

Name

Address

City, State, Zip

2. What insurance premiums can be paid pre-tax through P.O.P.?

The company-sponsored insurance premiums that can be paid on a pre-tax basis through the P.O.P. Plan are:

- Health insurance
- Dental insurance
- Disability insurance
- Group term life insurance
- Vision insurance
- Other (Specify) _____
- Other (Specify) _____
- Other (Specify) _____

Please contact your benefits administrator for more information regarding the insurance premiums that can be paid through your P.O.P. Plan.

3. How does P.O.P. work?

As a participant in the P.O.P. Plan, you can make your insurance premium contributions on a pre-tax basis, instead of after-tax. To do this, your regular insurance contribution is deducted from your gross income for each payroll period, and the company pays your insurance premiums with this money. Your new gross income is your income less the pre-tax contributions to the insurance plans. By deducting the premium contributions before calculating your Federal income, state income (in most states), and Social Security taxes, your taxable income is lower and your taxes are lower.

4. Who is a participant in the P.O.P. Plan?

All employees who meet the eligibility requirements of the P.O.P. Plan can participate as of the effective date of the plan. Newly hired employees can participate in the P.O.P. Plan on the first day of the month following completion of their eligibility requirements. Please contact your benefits administrator if you want more information regarding the eligibility requirements for the P.O.P. Plan.

5. How do I make my election for the P.O.P. Plan?

In order to participate in the P.O.P. Plan, you must make your election on the election form and return it to your benefits administrator by the deadline stated on the form. The company will make the appropriate adjustments to your pay on a pre-tax basis, beginning with the first pay date after the plan effective date or your eligibility date. If you do not wish to participate, you must mark the "Decline Participation" option on the form and return it to the benefits administrator by the deadline stated on the form. Remember, if you choose to decline participation, you will receive no pre-tax benefits. Please contact your benefits administrator if you have any questions on this election process.

6. Can I change my election for the P.O.P. Plan?

The election decision you make for the P.O.P. Plan will be binding for the full Plan Year. You may change this election *only* under the following circumstances:

- A) You may change your election prior to the beginning of each new Plan Year. The election you make will be binding for the full Plan Year. If you fail to change your participation election prior to the beginning of each new plan year, your prior election will carry forward for the next Plan Year.
- B) You may change your election during the Plan Year if there is a change in your family status. Examples of a change in family status may include:
- Marriage or divorce
 - Death of employee's spouse or dependent
 - Birth or adoption of a child
 - Termination or commencement of spouse's employment
 - Change from part-time to full-time employment status (or vice versa) by either employee or spouse
 - Unpaid leave of absence by either employee or spouse
 - Significant change in health coverage of employee or spouse attributable to spouse's employment
- C) If your coverage under the eligible insurance benefits is significantly modified or ceases, or there is a significant increase in premium costs, you may revoke your election and elect coverage under another insurance benefit with similar coverage (if any is available).

Family and Medical Leave Act (FMLA). FMLA applies to employers with 50 or more employees. If your company is subject to the requirements of FMLA, the legislation entitles employees who take leave to retain any health benefit that was in effect before the date on which the leave began. If you take a leave under FMLA, your employer must permit you to continue health coverage under P.O.P. during the period of the leave. Of course, you are required to pay any applicable premium due for coverage extended during the leave, if you were paying that premium prior to the leave. If the leave is paid, pre-tax premiums deducted before taxes can continue during the leave. If the leave is unpaid, there are options available for payment of your premiums. Please see your benefits administrator for more information regarding FMLA and P.O.P.

7. Can the company modify my election under the P.O.P. Plan?

If the amount of your required premium contribution(s) increases or decreases, the company will automatically increase or decrease the amount of your pre-tax premium contribution(s). The P.O.P. Plan is also required to meet certain nondiscrimination provisions as outlined by the Internal Revenue Code. The company reserves the right to modify the amount of any pre-tax premium contribution(s) of highly compensated or key employees by the amount necessary to allow the Plan to satisfy the nondiscrimination requirements.

8. Are the premium amounts paid through the P.O.P. Plan reported on my W-2 at the end of the year?

The premium amounts paid through the P.O.P. Plan are not considered taxable wages by the IRS and most states. As a result, "Wages, tips and other compensation" reported for Federal income and state income (except New Jersey and Pennsylvania), and FICA on your W-2 will be gross income less any premiums paid through the P.O.P. Plan.

9. What happens if I terminate employment?

If you terminate employment, your participation in the P.O.P. will automatically terminate. Your pre-tax premium payment will continue through your last payroll period. Termination of participation in the P.O.P. Plan will not affect any rights you may have to continue in the insurance plans.

10. Are there other ways that my participation in the P.O.P. Plan can be terminated?

If you no longer meet the eligibility provisions of the P.O.P. Plan, or the company terminates the plan, your participation will be terminated.

11. Does the P.O.P. Plan change my insurance programs?

Making an election under the P.O.P. Plan will not affect the types and amounts of insurance benefits available to you, the requirements for participating in the insurance plans, or any other terms and conditions of coverage or benefits under the insurance plans. The purpose of this P.O.P. Plan is to give you the opportunity to make your premium contributions for those benefits on a pre-tax basis.

12. Does P.O.P. affect how I make insurance claims?

P.O.P. does not affect how you make benefit claims under the company-sponsored insurance plans. You should submit claims in accordance with the procedures described in those plans. No insurance benefits are paid from the P.O.P. Plan.

13. How does P.O.P. affect my Social Security benefit?

An election to make pre-tax premium contributions through the P.O.P. Plan reduces your gross taxable income and may affect your Social Security benefit by reducing the total taxable income used to calculate your Social Security benefit. In most instances, the current tax savings under the P.O.P. Plan will outweigh the impact on future Social Security benefits.

14. Who pays the P.O.P. Plan expenses?

The company pays all the administrative expenses associated with the P.O.P. Plan. The P.O.P. Plan is designed solely to benefit employees by reducing their taxable income.

15. Can the company terminate or amend the P.O.P. Plan?

The P.O.P. Plan can be amended or terminated, in whole or in part, at any time, by the company.

16. How can I make a claim under the P.O.P. Plan?

If you, as a participant in the P.O.P. Plan, believe you are entitled to a pre-tax premium under the P.O.P. Plan that is different from the amount that has been paid, you may file a claim with the benefits administrator. This claim must be made in writing to the benefits administrator, and must contain the following information:

- the reason(s) for making the claim;
- the facts supporting the claim;
- the amount claimed; and
- the name and address of the person filing the claim.

The benefits administrator will generally make a decision within 90 days after receiving the claim and must mail a copy of the decision to the claimant promptly. The decision will give specific reasons and references to the P.O.P. Plan provisions that support the benefits administrator's decision.

17. What are my rights as a P.O.P. Plan participant?

As a P.O.P. Plan participant you may:

- Examine all P.O.P. Plan documents and any annual reports to the IRS, in the Benefits Administrator's office during business hours, without charges.
- Obtain copies of all the P.O.P. Plan documents and other information upon written request to the Benefits Administrator. The Administrator may make a reasonable charge for the copies.

The people who operate the plan (the Benefits Administrator) must do so prudently and in your best interests. This is consistent with the concern for your welfare that resulted in the establishment of this P.O.P. Plan.

You have specific rights under the P.O.P. Plan and no one, including your employer and the P.O.P. Benefits Administrator, may fire you, discriminate against you, or in any way prevent you from exercising those rights. Although it is the intention of the company to operate the P.O.P. Plan with your interests as its primary concern, in the event that you feel your rights are infringed, there are steps you can take to enforce your rights. Also, if your claim for a benefit is denied in whole or in part, the Benefits Administrator must provide you with written explanation of the reason for the denial. You then have the right to have the Benefits Administrator review and reconsider the claim.

If you feel that a P.O.P. Benefits Administrator is misusing the P.O.P. Plan's money or if you are discriminated against for asserting your rights under the P.O.P. Plan, you may be entitled to file suit in court. If you do, it will be up to the court to decide who will pay court costs and legal fees. If you are successful, the court may order the person named in the suit to pay these costs and fees. If you lose, of course, the court may order you to pay these costs and fees if it finds that your claim is frivolous.

The Benefits Administrator is available to answer any questions you have concerning the P.O.P. Plan and your rights.