

**RTA EMPLOYEES DEFINED CONTRIBUTION PLAN AND TRUST**  
**SUMMARY PLAN DESCRIPTION**

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# **RTA EMPLOYEES DEFINED CONTRIBUTION PLAN AND TRUST**

## **SUMMARY PLAN DESCRIPTION**

### **INTRODUCTION TO YOUR PLAN**

RTA Employees Defined Contribution Plan and Trust ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-deferred basis. This Summary Plan Description ("SPD") contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations in the Plan.

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."

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 under this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan that are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Employee Retirement Income Security Act ("ERISA"), the Internal Revenue Code, and other federal and state laws that may affect your rights. The provisions of the Plan are subject to revision due to changes in the law or due to pronouncements by the Internal Revenue Service ("IRS") or Department of Labor ("DOL"). We may also amend this Plan. If the provisions under this SPD change, we will notify you.

## **ARTICLE I PARTICIPATION IN THE PLAN**

### **Am I eligible to participate in the Plan?**

You are eligible to participate in the Plan once you satisfy the Plan's eligibility conditions described in the next question. Then, you may elect to have your compensation reduced by a specific percentage or dollar amount, and have that amount contributed to the Plan as a salary deferral. You may also be entitled to receive contributions from us.

If you are a member of a class of employees identified below, you are an Excluded Employee for purposes of eligibility to participate in the Plan. The Excluded Employees are:

- leased employees.

### **When am I eligible to participate in the Plan?**

Provided you are not an Excluded Employee, you will be eligible to participate in the Plan on your date of hire. You will actually enter the Plan once you reach the entry date as described in the next question.

### **When is my entry date?**

You may begin participating in the Plan once you have satisfied the eligibility requirements and reached your "entry date." Your entry date is the day you meet the eligibility requirements.

You should note that special rules may apply if you terminate employment and are then rehired. If you have questions about the timing of your Plan participation, please contact the Administrator.

### **What happens if I'm a participant and I incur a Break in Service?**

If you incur a Break in Service and later complete additional service, you will continue to participate in the Plan in the same manner as if your Break in Service had not occurred.

## **ARTICLE II CONTRIBUTIONS**

### **What kind of Plan is this?**

This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. As a participant in the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis as a salary deferral. You generally are not taxed on your salary deferrals until you withdraw those amounts from the Plan. In addition, we may make additional contributions to the Plan on your behalf. This Article describes the types of contributions that may be made to the Plan and how these monies will be allocated to your account to provide for your retirement benefit.

### **Do I have to contribute money to the Plan in order to participate?**

No, you are not required to contribute any money in order to participate in our Plan.

### **How much may I contribute to the Plan?**

The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account. This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, the balance in your account will increase. If there is an investment loss, the balance in your account will decrease.

Your total deferrals in any taxable year may not exceed a dollar limit that is set by law. The limit is \$11,000 (for 2002), \$12,000 (for 2003), \$13,000 (for 2004), \$14,000 (for 2005), and \$15,000 (for 2006). This limit may be increased after 2006 for cost-of-living changes. The

amount you elect to defer, and any earnings on that amount, will not be subject to income tax until it is actually distributed to you. However, the amount you defer is counted as compensation for Social Security taxes.

You should be aware that the annual dollar limit is an aggregate limit that applies to all deferrals you may make under this Plan or other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions, or other 401(k) plans in which you may be participating). Generally, if your total deferrals under all cash or deferred arrangements for a calendar year exceed the annual dollar limit, the excess must be included in your income for the year. For this reason, it is desirable to request in writing that these excess deferrals be returned to you. If you fail to request such a return, you may be taxed a second time when the excess deferral is ultimately distributed.

You must decide which plan or arrangement you would like to have return the excess. If you decide that the excess should be distributed from this Plan, you should communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan we maintain, you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferral and any earnings to you by April 15th.

Distributions from amounts attributable to your salary deferrals are not permitted before you terminate your employment.

If, however, you are a highly compensated employee (generally owners or individuals receiving wages in excess of certain amounts established by law), a distribution from amounts attributable to your salary deferrals of certain excess contributions may be required to comply with the law. In lieu of such a distribution, you may elect to recharacterize an excess contribution as a voluntary after-tax contribution. The Administrator will notify you when a distribution and/or recharacterization is required.

### **How often can I modify the amount I contribute?**

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Administrator. The procedure will require that you enter into a written salary deferral agreement after you satisfy the Plan's eligibility requirements. You may elect to defer your salary as of your entry date. Such election will become effective as soon as administratively feasible. Your election will remain in effect until you modify or terminate it. You may modify your election as of the date(s) indicated in the salary deferral agreement. The modification will become effective as soon as administratively feasible. You are also permitted to revoke your election as of the date(s) indicated in the salary deferral agreement.

### **Will the Employer contribute to the Plan?**

Each year, in addition to your salary deferrals we may contribute the following to the Plan:

- profit sharing contributions.

- qualified nonelective contributions (QNECs).
- The above conditions do not apply in the year of your death, disability, or the year in which you retire at or after your Normal Retirement Age.

**What is the Employer profit sharing contribution?**

Each year, we may make a discretionary profit sharing contribution.

**How will the Employer profit sharing contribution be allocated to my account?**

Our discretionary profit sharing contribution will be "allocated" or divided among participants eligible to share in the contribution for the Plan Year.

Your share of any profit sharing contribution is determined by the following fraction:

$$\text{Profit Sharing Contribution} \quad \times \quad \frac{\text{Your Compensation}}{\text{Total Compensation of All Participants Eligible to Share}}$$

For example: Suppose the profit sharing contribution for the Plan Year is \$20,000. Employee A's compensation for the Plan Year is \$25,000. The total compensation of all participants eligible to share, including Employee A, is \$250,000. Employee A's share will be:

$$\$20,000 \quad \times \quad \frac{\$25,000}{\$250,000} \quad \text{or} \quad \$2,000$$

In order to share in our profit sharing contribution (if any), you must satisfy the following condition(s):

- You must either be employed on the last day of the Plan Year or, if you terminated your employment during the Plan Year, you must have completed at least 501 Hours of Service during the Plan Year.
- The above conditions do not apply in the year of your death, disability, or the year in which you retire at or after your Normal Retirement Age.

Note that we may designate all (or any portion) of the above contribution as a QNEC. A QNEC is not subject to a vesting schedule. That is, you are always 100% vested in any QNECs made on your behalf.

Note also that you will share in any QNEC made only if you are a non-highly compensated employee.

### **What compensation is used to determine my Plan benefits?**

For the purposes of the Plan, compensation has a special meaning. Compensation is defined as your total compensation that is subject to income tax; that is, all your compensation paid to you by us during the Plan Year. Your compensation includes any salary deferrals that you make to this plan.

Special rules apply if you are only a participant in the Plan for a portion of the Plan Year. This will happen if, for any reason, you begin participating in the Plan as of a date other than the first day of the Plan Year. If this happens, your compensation will be recognized only for the period in which you are actually a participant in the Plan.

### **Is there a limit on the amount of compensation that can be considered?**

For the Plan Year beginning in 2001, the Plan, by law, cannot recognize annual compensation in excess of \$170,000. For Plan Years beginning on and after January 1, 2002, the amount of annual compensation that may be taken into consideration for Plan purposes is increased to \$200,000. This amount may be adjusted after 2002 for cost-of-living increases.

### **Are there limits on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions you may receive in the Plan. This limit applies to all contributions we make on your behalf, all contributions you make to the Plan, and any other amounts allocated to any of your accounts during the Plan Year (such as forfeitures), excluding earnings. Beginning in 2002, this total cannot exceed the lesser of \$40,000 or 100% of your annual compensation. The dollar limit may be adjusted after 2002 for cost-of-living increases.

### **Can I contribute amounts other than salary deferrals to the Plan?**

As a participant in the Plan, you may also make voluntary after-tax contributions to the Plan subject to the following limitations: As after-tax contributions, such amounts are subject to current taxation even though they are contributed to the Plan. However, any earnings you receive on your voluntary after-tax contributions in the Plan will generally not be taxed until you withdraw those amounts from the Plan.

There are certain limitations imposed by law on the amount of voluntary after-tax contributions you may contribute to the Plan. These limitations will change from year to year depending upon the level of voluntary after-tax contributions made by other participants during the year. If your voluntary after-tax contributions exceed these limitations, the Administrator will return the excess contributions to you.

You will always be "100% vested" in your voluntary after-tax contributions. This means that you will always be entitled to all of your voluntary after-tax contributions. Your voluntary after-tax contributions will, however, be affected by any investment gains or losses. If there is an investment gain, the balance in your account will increase. Of course, if there is an investment loss, the balance in your account will decrease.

You may withdraw your voluntary after-tax contributions at any time.

When you retire or otherwise become eligible for Plan benefits, the value of your voluntary after-tax contribution account will be used to provide additional benefits for you or your beneficiaries.

### **ARTICLE III RETIREMENT BENEFITS**

#### **What benefits will I receive at normal retirement?**

You will be entitled to all of your account balances at your Normal Retirement Age. However, the actual payment of your benefits may generally not begin until your actual retirement. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you continue working after your Normal Retirement Age, payment of your benefits will be deferred until your Late Retirement Date.

You will attain your Normal Retirement Age when you reach age 62.

Your Late Retirement Date is the date you choose to retire after first having reached your Normal Retirement Age.

#### **What happens if I leave the Employer's workforce before I retire?**

This Plan is designed to encourage you to stay with us until retirement. Payment of your account balance in the Plan is only available upon your death, disability, or retirement. However, if the value of your vested benefit is less than \$5,000, a distribution will be made to you within a reasonable time after you terminate employment.

If your vested benefit exceeds \$5,000, you and your spouse, if married, must elect to receive the benefit. The distribution will then be made to you within a reasonable time after you terminate employment and consent to the distribution.

See the question in Article V entitled "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.

If your employment terminates for reasons other than death, disability, or retirement, you will be entitled to receive only your "vested percentage" of your account balance. (See the question in this Article entitled "What is my vested interest in my account?" for more information regarding vesting.)

#### **What is my vested interest in my account?**

You are always 100% vested (which means that you are entitled to all of the amounts) in your account attributable to salary deferrals, as well as in the following contributions:

- voluntary after-tax contributions.
- profit sharing contributions.
- QNEC contributions.

Thus, you are always entitled to all amounts in your accounts.

#### **ARTICLE IV DISABILITY BENEFITS**

##### **How is disability defined?**

In the Plan, disability is defined as a physical or mental condition that renders you either unable to perform the duties of your customary position of employment for an indefinite period, or incapable of continuing any gainful occupation, and that the Administrator considers will be of long continued duration. You will also be considered disabled if you permanently lose the use of a part or function of your body or are permanently disfigured, and you terminate your employment. Your disability will be determined by the Administrator, who may request a physical examination by a licensed physician.

##### **What happens if I become disabled?**

If you become disabled while a participant, you will be entitled to 100% of your account balance. Payment of your disability benefits will be made to you as if you had retired. (See the question entitled "How will my benefits be paid?" for more information.)

#### **ARTICLE V FORM OF BENEFIT PAYMENT**

##### **How will my benefits be paid?**

If you are married on the date your benefits are to begin, you will automatically receive a joint and 50% survivor annuity, unless you (and your spouse, if married) elect an alternative form of payment. This means that you will receive payments for your life, and upon your death, your surviving spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death.

If you are not married on the date your benefits are to begin, you will automatically receive a life annuity, which means you will receive payments for as long as you live.

However, regardless of the preceding, if your vested benefit in the Plan does not exceed \$5,000, then your benefit must be distributed to you in a single lump-sum payment as soon as is administratively feasible following the event that entitles you to a distribution.

If your vested benefit in the Plan exceeds \$5,000, you (and your spouse, if you are married) must consent to the distribution before it may be made. Also, if you want the distribution to be in a form other than an annuity payment, you (and your spouse, if you are married) must first waive the annuity form of payment.

Notwithstanding the above, if you (and your spouse, if you are married) consent, you may elect to receive your distribution from the Plan in one lump-sum payment in cash or, at the election of the Trustee, in property.

### **May I delay the receipt of benefits?**

Yes, you may delay the receipt of benefits unless a distribution is required to be made, as explained earlier, because your vested benefit in the Plan does not exceed \$5,000. However, in addition to the benefit payment mentioned above, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should see the Administrator if you feel you may be affected by these rules.

If you do not own more than 5% of the Employer and you have already been receiving distributions while employed because you had attained age 70 1/2, you may elect to discontinue receiving those distributions. Distributions will then be made when you terminate your employment.

## **ARTICLE VI DEATH BENEFITS**

### **What happens if I die while working for the Employer?**

If you die while still employed by us, your entire account balance will be used to provide your beneficiary with a death benefit.

### **Who is the beneficiary of my death benefit?**

If you are married at the time of your death, your spouse will be the beneficiary of 50% of the death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE PORTION OF THE DEATH BENEFIT PAYABLE TO YOUR SPOUSE. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE, AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married, you have named someone other than your spouse to be your beneficiary as described in the preceding paragraph, and wish to again change your beneficiary designation, your spouse must again consent to the change, unless you are changing your designation to name your spouse as your beneficiary. Also, since your death benefit is your entire account balance, you may, at any time, designate the beneficiary for amounts in excess of the portion of the death benefit payable to your spouse without your spouse's consent. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

If you are not married, you may designate your beneficiary on a form to be supplied to you by the Administrator.

In the event no valid designation of beneficiary exists, or if the beneficiary is not alive at the time of your death, the death benefit will be paid in the following order of priority to:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, per stirpes;
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

**How will the death benefit be paid to my beneficiary?**

The death benefit will be paid to your beneficiary in a single lump-sum payment.

The death benefit payable to your spouse will be in the form of an annuity, that is, periodic payments over the life of your spouse. Your spouse may direct that payments begin within a reasonable period of time after your death. The size of the monthly payments will depend on the value of your account at the time of your death.

You may waive this form of distribution. Generally, the period during which you and your spouse may waive this annuity begins as of the first day of the Plan Year in which you reach age 35 and ends when you die. The Administrator must provide you with a detailed explanation of the annuity. This explanation must be given to you during the period of time beginning on the first day of the Plan Year in which you will reach age 32 and ending on the first day of the Plan Year in which you reach age 35.

Under a special rule, you and your spouse may waive the survivor annuity form of payment any time before you turn age 35. However, any waiver will become invalid at the beginning of the Plan Year in which you turn age 35, and you and your spouse will be required to make another waiver. It is important that you inform the Administrator when you reach age 32 so that you may receive this information.

If you waive the annuity form of distribution, the death benefit may be distributed in a single lump-sum payment.

**When must the last payment be made to my beneficiary?**

If your designated beneficiary is a person (rather than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.

Since your spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Administrator.

**What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with us and subsequently die, your beneficiary will be entitled to the vested percentage of your remaining account balance at the time of your death.

**ARTICLE VII  
IN-SERVICE DISTRIBUTIONS**

**Can I withdraw money from my account while working?**

Generally, you may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available in the Plan.

You may request an in-service distribution from the following account(s):

- Your voluntary after-tax contributions, if any, at any time.

**Are there any limitations that apply to the in-service distributions described above?**

Yes. The number of in-service distributions that you may take in a Plan Year is limited and is indicated on the in-service withdrawal form.

**Do I have to waive any benefits in order to receive an in-service distribution?**

If you wish to receive an in-service distribution from the Plan in a single payment from your account, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the Article entitled "Form of Benefit Payment" for a further explanation of how benefits are paid from the Plan.)

**ARTICLE VIII  
TAX TREATMENT OF DISTRIBUTIONS**

**What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax. You will not be taxed on your voluntary after-tax contributions to the Plan when they are distributed from the Plan. You will, however, be taxed on income attributable to those contributions.

## **Can I reduce or defer tax on my distribution?**

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.
  
- (b) For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another qualified employer plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other qualified employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes. If you decide to directly transfer all or a portion of your distribution amount, you (and your spouse, if you are married) must first waive the annuity form of payment. (See the Article entitled "Form of Benefit Payment" for a further explanation of this waiver requirement.)

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

## **ARTICLE IX HOURS OF SERVICE**

### **What is an Hour of Service?**

An Hour of Service is:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
  
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and

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

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

### **How are Hours of Service credited?**

You will be credited with your actual Hours of Service.

## **ARTICLE X YOUR PLAN'S "TOP-HEAVY RULES"**

### **What is a "top-heavy" plan?**

A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." Key employees are certain owners or officers of your Employer. A Plan is generally a "top-heavy plan" when more than 60% of the Plan's assets are in the accounts of key employees.

Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

### **What happens if the Plan becomes "top-heavy"?**

If the Plan becomes top-heavy in any Plan Year, then non-key employees will be entitled to certain "top-heavy minimum benefits," and other special rules will apply. Among these top-heavy rules are the following:

- Your Employer may be required to make a contribution to your account in order to provide you with at least "top-heavy minimum benefits."
- If you are a participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

## **ARTICLE XI PROTECTED BENEFITS**

### **Is my benefit protected?**

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish, or otherwise interfere with your account.

### **Are there any exceptions to the general rule?**

There are two exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain, without charge, a copy of the QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURE from the Administrator.

The second exception applies if you are involved with the Plan's administration. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

### **Can the Plan be amended?**

Yes, we have the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

Although we intend to maintain the Plan indefinitely, we reserve the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. We will direct the distribution of your accounts in a manner permitted by the Plan as soon as practical. (See the question entitled "How will my benefits be paid?" in Article V for a further explanation.) You will be notified if the Plan is terminated.

### **What are my rights as a Plan participant?**

As a participant in the Plan you are entitled to certain rights and protections under the ERISA. ERISA provides that:

- (a) You may examine, without charge, all Plan documents. This examination may take place at the Administrator's office or at other specified employment locations. Plan documents include 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 Benefit Administration.
- (b) You may obtain copies of all Plan documents and other Plan information upon written request to the Administrator. Plan documents include insurance contracts, collective bargaining agreements, a copy of the latest annual report (Form 5500 Series)

filed by the Plan with the U.S. Department of Labor, and an updated SPD. The Administrator may make a reasonable charge for copies.

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

(d) You may obtain a statement telling you whether you have a right to receive a retirement benefit at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will tell you how many years you have to work to earn a right to a retirement benefit. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE A YEAR. The Plan must provide this statement free of charge.

### **What duties are imposed on the people or entities who operate the Plan?**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people are called "fiduciaries" of the Plan. They have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries. The fiduciaries of the Plan include the Employer, the Trustee, and the Administrator. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a retirement 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. (See the question entitled "What is the Claims Review Procedure?")

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

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

## **How do I submit a claim for Plan benefits?**

Benefits will be paid to you and your beneficiaries without the necessity of formal claims. You or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Administrator.

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

## **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by the Administrator. The written notice must contain the following information:

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

If notice of the denial of a claim is not furnished to you in accordance with the above within a reasonable period of time, your claim will be deemed denied. You will then be permitted to proceed to the review stage.

If your claim has been denied or deemed denied, and you want to submit your claim for review, you must follow the Claims Review Procedure below.

## **What is the Claims Review Procedure?**

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

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS, OR IF NO WRITTEN DENIAL OF YOUR CLAIM WAS PROVIDED, NO LATER THAN 60 DAYS AFTER THE DEEMED DENIAL OF YOUR CLAIM.
- (b) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.

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

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

(e) If the Administrator's decision on review is not furnished to you within the time limitations described above, your claim will be deemed denied on review.

(f) If benefits are provided or administered by an insurance company, insurance service, or other similar organization which is subject to regulation under the insurance laws, the claims procedure relating to those benefits may provide for review. If so, that company, service, or organization will be the entity to which claims are addressed. Ask the Administrator if you have any questions regarding the proper person or entity to address claims.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

### **What can I do if I have questions or my rights are violated?**

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 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.

## **ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

### **General Plan Information**

The full name of the Plan is RTA Employees Defined Contribution Plan and Trust.

Your Employer has assigned Plan Number 002 to your Plan.

This Plan was originally effective on July 21, 1986. The amended and restated provisions of the Plan become effective on January 1, 1997. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

### **Employer Information**

The Plan sponsor's name, address, and identification number are:

Corpus Christi Regional Transportation Authority

,  
74-2390259

Service of legal process may be made upon the Plan sponsor or your Employer, if not the Plan sponsor. Service of legal process may also be made upon the Trustee or Administrator.

### **Administrator Information**

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The name and address of the Plan's Administrator are:

Corpus Christi Regional Transportation Authority

,

**Trustee Information**

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

The name and address of the Plan's Trustee is:

Wells Fargo Bank Texas, N.A.

,

## **RTA EMPLOYEES DEFINED CONTRIBUTION PLAN AND TRUST**

### **COMMON QUESTIONS ABOUT OUR 401(k) PLAN**

#### **Introduction**

The following questions and answers highlight some of the important parts of our Plan. Remember, these are only highlights. The Summary Plan Description ("SPD") describes the Plan in much greater detail. If you have any questions about these highlights, the SPD, or the Plan, you should ask the Plan Administrator.

Q. Why are we sponsoring a 401(k) plan?

A. We are sponsoring this Plan so that you may save for retirement. However, you must meet the eligibility rules in order to participate.

Q. Am I eligible to participate in the Plan?

A. You are eligible to participate in the Plan once you satisfy the Plan's eligibility conditions described in the next question. The following employees are Excluded Employees:

- employees who are leased employees.

Q. When will I be eligible to participate in the Plan?

A. Provided you are not an Excluded Employee, you will be eligible to participate in the Plan on your date of hire. However, you will actually enter the Plan once you reach the entry date as described in the next question.

You should review the Article in the SPD entitled "PARTICIPATION IN THE PLAN" for a further explanation of these eligibility requirements.

Q. When is my entry date?

A. You may begin participating in the Plan once you have satisfied the eligibility requirements and reached your "entry date." Your entry date is the day you meet the eligibility requirements.

Q. Do I have to contribute money to the Plan in order to participate?

A. No, you are not required to contribute. However, you may make voluntary after-tax contributions to the Plan. Even though these contributions are made on an after-tax basis, any earnings on them will grow tax-free until you receive these amounts from the Plan.

Q. When will I receive payments from the Plan?

A. The Plan is designed to encourage you to stay with us until retirement. Payment will generally occur at your Normal Retirement Age, unless you postpone your actual retirement. Your Normal Retirement Age is age 62.

Q. How much will I be paid when I retire?

A. The amount you are paid when you retire will be based upon the amount of money we have put into the Plan for you (including your salary deferrals and voluntary after-tax contributions), plus any earnings. You should review the Article in the SPD entitled "CONTRIBUTIONS" for an explanation of how we make contributions to the Plan and how they are shared by eligible employees.

Q. How will payments be made when I retire?

A. When you retire, your benefit in the Plan will be paid in the form of a joint and survivor annuity (if you are married) or a single life annuity (if you are unmarried). A joint and survivor annuity means that monthly payments will be made as long as you live and, after your death, for as long as your spouse lives. A single life annuity means that monthly payments will be made as long as you live, with no payments made after your death. However, you may ask for a different type of payment. The other way your benefit may be paid is:

- one payment for the whole amount due to you.

You should review the Article in the SPD entitled "FORM OF BENEFIT PAYMENT" for a further explanation.

Q. What if I stop working before I retire?

A. You are always 100% vested (which means that you are entitled to all of the amounts) in your salary deferrals, as well as in the following contributions:

- voluntary after-tax contributions.
- profit sharing contributions.
- qualified nonelective contributions (QNECs).

Thus, you are always entitled to all amounts in your accounts.

Q. If I stop working before retirement, when will my vested amount be paid?

A. If you stop working for us and your vested account balance is more than \$5,000, it will be paid at the earliest of your death, disability, or attainment of your normal retirement age. You may elect, however, to have your vested amount paid as soon as possible after your termination of employment. If you stop working for us and your vested account balance is \$5,000 or less, it will automatically be paid to you as soon as possible after your termination of employment.

Q. What if I die before I retire?

A. Your beneficiary will be entitled to 100% of your account balance upon your death. If you are married, 50% of your death benefit will be paid to your spouse unless you and your spouse name someone else as your beneficiary. (You may name someone else to be the beneficiary for the remaining 50% of your death benefit without your spouse's consent.) You should review the question entitled "Who is the beneficiary of my death benefit?" in Article VI of the SPD.

Q. Can I withdraw money from the Plan while I'm still working?

A. The Plan is designed to pay benefits at retirement. However, while you are still working for us, you may withdraw money in special, limited cases as follows:

- from your after-tax voluntary contributions, if any, at any time.

You should note that there are various rules and requirements that you must meet before any withdrawal is permitted.

NOTE: THESE QUESTIONS AND ANSWERS ARE NOT MEANT TO BE A SUBSTITUTE FOR A THOROUGH READING OF THE SUMMARY PLAN DESCRIPTION. THE PROVISIONS OF THE 401(k) PLAN ARE VERY COMPLEX. IT IS NOT POSSIBLE TO FULLY EXPLAIN ALL ASPECTS OF THE PLAN IN THESE SHORT QUESTIONS AND ANSWERS. YOU SHOULD ALWAYS CONSULT THE SUMMARY PLAN DESCRIPTION IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN. IF, AFTER READING THE SUMMARY PLAN DESCRIPTION, YOU STILL HAVE QUESTIONS, YOU SHOULD CONTACT THE PLAN ADMINISTRATOR.

## SUMMARY OF MATERIAL MODIFICATIONS

(1) **General.** This is a Summary of Material Modifications regarding the RTA Defined Contribution Plan ("Plan"). This Summary of Material Modifications supplements the Summary Plan Description ("SPD") previously provided to you. You should retain this document with your copy of the SPD.

(2) **Summary Description of Modification.** Due to a change in the law, the Employer has amended the Plan, effective with respect to distributions made on or after March 28, 2005, in the following respect:

**Automatic rollover provisions.** The Plan provides that if you terminate employment and your vested interest in the Plan does not exceed \$5,000 (excluding rollover accounts if the existing Plan excludes them from the calculation as noted in the current SPD), then a lump sum distribution will be made to you as soon as administratively practicable following your termination of employment. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights. If the amount of the distribution is more than \$1,000 and you do not elect either to receive or to roll over the distribution, then under the new law, your distribution must be rolled over to an IRA.

The IRA provider will be Wells Fargo Funds. Wells Fargo Funds is merging with Strong Funds and the merger is expected to occur on or about April 8, 2005. After the merger, the fund name will be changed to Wells Fargo Advantage Funds. Wells Fargo Funds will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). Cash-out distributions will be invested in the Strong Money Market Fund – Investor Class until that fund merges into the Wells Fargo Money Market Fund – Investor Class, which is expected to occur on or about April 8, 2005. Cash-out distributions made after the fund merger date will be made to the Wells Fargo Money Market Fund – Investor Class.

All fees or expenses related to the establishment and maintenance of the IRA and the IRA investments will be allocated solely to the IRA holder. You may transfer the IRA funds to any other IRA you choose. The fees and expenses related to this IRA are:

- Annual Maintenance Fee: \$10; if the IRA owner wishes to invest in more than one mutual fund, the annual fee is \$10 per fund up to a maximum of \$30.
- Account Closing Fee: \$25
- Mutual Fund Expense Ratios: The annual fund operating expenses (expense ratio) for the Strong Money Market Fund – Investor Class is currently 65 basis points. Wells Fargo Funds Management, LLC, the investment adviser of the Wells Fargo Money Market Fund has committed through April 30, 2007 to waive fees and/or reimburse expenses necessary to maintain that fund's net annual operating expenses at 65 basis points.

You may contact the Plan Administrator at the address and telephone number indicated in the SPD for further information regarding the plan's automatic rollover provisions, the IRA provider, and the fees and expenses attendant to the IRA.



Institutional Trust Group  
MAC T5290-020  
615 Upper North Broadway  
Corpus Christi, TX 78477  
361 886-6626  
361 886-6605 Fax

September 25, 2003

Ms. Sylvia Mendez  
Regional Transportation Authority  
5658 Bear Lane  
Corpus Christi, TX 78405

**Re: 2003 Post-EGTRRA Amendments for Defined Contribution Prototype Plans**

Dear Ms. Mendez:

Wells Fargo Bank Texas, N.A. ("Wells Fargo") has amended its prototype plan document to incorporate certain required provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), the Job Creation and Worker Assistance Act of 2002, IRS Regulations regarding required minimum distributions and other IRS guidance. Enclosed is a copy of the amendment. While a complete discussion of these legislative changes is beyond the scope of this letter, we have also enclosed a brief description of the items covered in the amendment.

Please review the enclosed amendment carefully. Since Wells Fargo has adopted the amendment for all clients who have adopted our defined contribution prototype, **no further action is required on your part unless you wish to change the default options noted in the bold text at the beginning of Article II of the enclosed amendment.** The default options correspond to how the majority of our clients operate their plans. If you intend to have your Plan operate under these default provisions, you do not need to complete any items under Article II; nor do you need to sign or return anything to me. Simply keep the amendment with your plan documents.

Should you adopt the enclosed amendment as is (i.e., no changes to the default options under Article II), we have included a Summary of Material Modifications (SMM) with this mailing. Please distribute this SMM to all Plan participants and beneficiaries as soon as possible but no later than 210 days after the end of the current plan year.

**If, however, you wish to change any of the default provisions contained in the enclosed amendment, you must complete Article II as desired, then sign and date the amendment on page 7. To ensure compliance with all applicable deadlines, this should be done by September 30, 2003.** If you do make any changes, please return a signed original copy of the entire amendment to me. Note: if you elect to make changes as described within this paragraph, the Summary of Material Modifications (SMM) included in this mailing *will no longer be accurate*. You will subsequently receive a revised SMM reflecting any changes you made to the Plan.

If you have any questions about the amendment or your available options, please call me.

Sincerely,

Ellen Scott  
Relationship Manager  
(361) 886-6626  
Enclosures

## Post-EGTRRA Amendment Highlights

- **EGTRRA technical corrections** – The Job Creation and Worker Assistance Act of 2002 made technical corrections to EGTRRA. One correction is the ability to exclude rollovers in determining whether the \$5,000 threshold for automatic cash-outs has been exceeded for plans subject to the qualified joint and survivor annuity rules (as originally enacted under EGTRRA, this provision only applied to plans that were not subject to the joint and survivor annuity rules). This Act also clarified that catch-up contributions (additional contributions allowed for individuals who are age 50 or older) will be calculated on a calendar year basis.
- **Enhancements to prior EGTRRA amendment** – An option has been added to indicate whether catch-up contributions (additional contributions allowed for individuals who were age 50 and older in 2002) will be taken into account in applying matching contributions under the plan. In addition, the hardship language was modified to reflect the elimination of the reduction in the IRC §402(g) limit when there is a hardship distribution that satisfies the safe harbor hardship standards of the IRC §401(k) regulations.
- **Deemed 125 Compensation** – “Deemed 125 compensation” applies only when an employer sponsors a cafeteria plan in which an employee can elect cash in lieu of benefits only if proof of other coverage is furnished. Therefore, it will apply to very few plans.
- **401(a)(9) Required Minimum Distributions** – IRC §401(a)(9) requires that employees with benefits in qualified plans must begin receiving distributions upon the later of age 70 ½ or retirement. Employees who are considered 5% owners must begin receiving distributions at age 70 ½, regardless of employment status. The IRS issued regulations under IRC §401(a)(9) in an attempt to simplify the process of calculating the annual required minimum distributions. Many of the difficulties relating to the selection of “designated beneficiaries,” and the complex issue of calculating and recalculating life expectancies are eliminated under the new rules. Please note that under the amendment’s default, these regulations were applicable during all of 2002, and most of our clients applied these regulations for all of 2002. If you did not begin applying these regulations until later in 2002, or in 2003 for the first time, you must change the default by inserting a new effective date in Section 2.3(a).

# Regional Transportation Authority Defined Contribution Plan

## SUMMARY PLAN DESCRIPTION MATERIAL MODIFICATIONS

### I INTRODUCTION

The Regional Transportation Authority Defined Contribution Plan, by virtue of an amendment to the Wells Fargo Bank Texas, N.A. Defined Contribution Master Plan and Trust Agreement, has been amended effective as of the first day of the first plan year beginning after December 31, 2001. This is a summary of the most important changes made to the Plan. You should keep it with your other Plan documents. It is presented to you as an addition to the Summary Plan Description. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary of material modifications, the provisions of the Plan, as amended, will control.

If you have any questions about the amendment, contact your Plan's Administrator as listed in your Summary Plan Description.

### II SUMMARY OF CHANGES

#### **Distributions**

The Plan generally provides that if your interest in the Plan is \$5,000 or less, then a distribution will be made regardless of whether you or your spouse consent to the distribution. If your interest in the Plan exceeds \$5,000, then your consent (and, if applicable, your spouse's consent) is generally needed in order to make a distribution. The amendment made to the Plan provides that in determining whether your interest in the Plan exceeds \$5,000, any amounts that you rolled over into this Plan will not be taken into account.

#### **Catch-Up Contributions**

If you are age 50 or older, then you may elect to defer additional amounts (called "catch-up contributions") to the plan. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the plan. The maximum "catch-up contribution" that you can make in 2003 is \$2,000. This amount is increased by \$1,000 in each year after 2003 up to 2006, when the maximum is \$5,000. After 2006, the maximum may increase for cost-of-living adjustments.

Any "catch-up contributions" that you make will be taken into account in determining any Employer matching contribution made to the Plan.

#### **If I die, when must the last payment be made to my beneficiary?**

If your designated beneficiary is a person (rather than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.