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**CAFETERIA PLAN**  
PREMIUM REDUCTION OPTION *PLUS*  
FLEXIBLE SPENDING ACCOUNTS

**SUMMARY PLAN DESCRIPTION**

AS ADOPTED BY  
**COMPA INDUSTRIES, INC.**

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## **IRS Sect. 125 Cafeteria Plan**

## Part 1. Introduction

Your employer (“Employer”) is pleased to sponsor an employee benefit program known as a Cafeteria Plan (“Plan”) for you and your fellow employees. It is called a Cafeteria Plan because you can choose from a selection of different insurance and fringe benefit programs according to your needs. Your Employer gives you this opportunity to use a salary conversion arrangement through which you can use pre-tax dollars to pay for your benefits instead of paying for the benefits through after-tax payroll deductions. By paying for the benefits with pre-tax dollars, you save money by not having to pay social security and income taxes on your salary reduction. However, you still have the option of paying for your benefits with after-tax dollars.

This Summary Plan Description (“SPD”) describes the basic features of the Plan; how it operates, and how you can get the maximum advantage from it. This SPD only summarizes the Plan’s key parts and briefly describes your rights as a Participant, and is not designed to be a part of the official plan documents. If a conflict exists between the plan documents and this SPD, the plan documents will apply.

## Part 2. General Information about the Plan

### Q-1 What is the purpose of the plan?

This Plan is designed to allow eligible employees to choose one or more of the benefits offered through the Plan and, using funds provided through employee salary reduction, to pay for the selected benefits with pre-tax dollars. It is established for the exclusive benefit of Participants.

### Q-2 What benefits are offered through the Plan?

The Plan can offer one or more of the following types of benefits (“Benefit Package Options”).

- Pre-Tax Premium reduction.
- Pre-tax contributions for qualified benefits (“Benefit Package Options”) offered under the Plan, which include Health FSA and Dependent Care (DCAP) FSA.

You will receive information materials before each enrollment period explaining the various benefit options your Employer is offering for the next Plan Year.

### Q-3 Who can participate in the Plan?

Any employee (as defined by the Plan) of the Employer who satisfies the Eligibility Requirements established by the Employer in the Plan’s Adoption Agreement, (as summarized in Part 8 below), is eligible to participate in this Plan. An eligible employee can become a Participant by electing at least one Benefit Package Option offered under the Plan (see Part 2.Q-2 above).

A Participant will cease to be a Participant if (1) the Plan terminates, (2) the Participant ceases to be eligible for the Plan (e.g. the Participant’s employment is terminated), (3) the Participant revokes an election to participate, or (4) the Plan is amended to exclude you or the class of employees of which you are a member. You may be entitled to temporarily continue coverage under one or more of the Benefit Package Options that provide group health coverage. Refer to the applicable plan summaries for more information on COBRA continuation coverage.

### Q-4 What happens if I take a leave of absence?

- (a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain your Benefit Package Options providing health coverage on the same terms and conditions as though you were still active (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).
- (b) Your Employer may elect to continue all coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).
- (c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution with after-tax dollars while on leave, or you may be given the option to pre-pay all or a portion of your share of the contribution for the expected duration of

the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you provided, however, that pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year, or by other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave). The payment options provided by the Employer will be established in accordance with Code Part 125, FMLA, and the Employer's internal policies and procedures regarding leaves of absence. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator.

- (d) If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan upon return from such leave on the same basis as you were participating in the Plan prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Package Options providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.
- (e) The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and Employer.
- (f) If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Package Options providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Package Options are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.
- (g) If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Package Option offered under this plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Package Option, the election change rules in Part 2.Q-10 below will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

**Q-5 What tax advantages can I gain by participating in the Plan?**

By participating in the Plan, you will not have to pay income tax or Social Security tax on your elections. Following is an illustration of how a hypothetical employee saved on taxes by participating in a cafeteria plan. Let's assume our hypothetical employee makes \$2,500 each month and has 28% withheld for federal withholding and 7.65% for Social Security. The employee's take-home pay before participating in the Plan is \$1,609 a month. Out of that, \$348 a month is paid for insurance benefits, \$100 for Health FSA, and \$200 for Dependent Care FSA. The employee decides to participate in the cafeteria plan. By participating in the Plan and paying contributions on a pre-tax basis under the Plan, the employee saved \$230 a month. Following is a table to better illustrate the example.

BREAKDOWN OF PAY CHECK AND DEDUCTIONS	NOT PARTICIPATING IN CAFETERIA PLAN	PARTICIPATING IN CAFETERIA PLAN
<b>Gross Monthly Pay</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>
Less Premium for Major Medical		(348.00)
Less Medical/Dental Expenses		(100.00)
Less Day Care Expenses		(200.00)
<b>Taxable Income</b>	<b>2,500.00</b>	<b>1,852.00</b>
Less 28% Federal Withholding	(700.00)	(519.00)
Less 7.65% Social Security Tax	(191.00)	(142.00)
Less Premium for Major Medical	(348.00)	
Less Health FSA Expenses	(100.00)	
Less Day Care Expenses	(200.00)	
<b>Spendable Income</b>	<b>\$961.00</b>	<b>\$1,191.00</b>

**The employee saved \$230 a month or \$2,760 a year by participating in Plan!**

This savings results in extra spendable income and this occurs because the employee participated in the Plan and made the required employee contributions *before* the taxes were withheld. This is just one example of the possible tax savings under the Plan.

#### **Q-6 How do I become a Participant?**

You become a Participant by signing a Benefit Election Form (or Salary Reduction Agreement) indicating that you elect one or more of the Benefit Package Options available under the Plan that are listed in Part 8 below and agree to a salary reduction to pay for your elected Benefit Package Options with pre-tax dollars. You will then submit the Benefit Election Form to your Employer during one of the applicable Enrollment Periods described in Q-7 below. Your effective date of participation is also described in Q-7 below. Coverage under the Benefit Package Options that you elect will begin as set forth in the summary plan descriptions for each Benefit Package Option that you elect.

#### **Q-7 What are the enrollment periods?**

There are three enrollment periods:

1. *Enrollment Period prior to the Effective Date.* This is the enrollment period that occurs before the Plan's Effective Date (as described in the Adoption Agreement). An Election made during this Enrollment Period is effective on the Effective Date of the Plan.
2. *Initial Enrollment Period.* The Initial Enrollment Period is the period during which newly eligible employees enroll in the Plan. The Initial Enrollment Period is described in the enrollment material provided by the Plan Administrator. An election to participate that is made during this enrollment period will be effective on the Plan Entry Date.
3. *Annual Enrollment Period.* The Annual Enrollment Period is the period each year in which participants may elect to change and/or continue their elections or eligible employees may elect to participate for the next Plan Year. The Annual Enrollment Period is described in your enrollment material that you will receive prior to the Annual Enrollment Period. An election to participate made during this period will be effective on the anniversary date.

If you have the ability to enroll by phone or Internet, separate enrollment periods may be set for paper, telephone, and Internet. Your Employer will tell you what enrollment periods are established for each.

See Q-9 below for what happens when you fail to return a Benefit Election Form during the enrollment period.

**Q-8 How long am I committing to if I elect to be a participant?**

You will be electing to participate for the entire Plan Year, which is usually 12 months. The first Plan Year and the last Plan Year may be for a shorter period. See Part 8 below for the exact dates of your Plan Year.

**Q-9 What happens if I fail to return my Benefit Election Form?**

If you are not currently participating in the Plan and you fail to return a Benefit Election Form before the end of the applicable Enrollment Period, it will be assumed that you have elected to receive your full compensation in cash and you cannot elect to become a Participant until the next Annual Enrollment Period. The only exception to this is if you have experienced one of the qualifying events listed in Q-10 below. If so, you must submit an Employee Statement of Qualifying Event form (stating the event) and a Personal Benefit Election Change Request Form (stating the changes in elections) within 30 days of the event to enroll.

If you are currently participating in the Plan and fail to submit a Benefit Election Form by the end of the Annual Enrollment Period for the next Plan Year, your elections for the next Plan Year will depend on which benefits you currently have.

1. If you have currently elected to pay for one of your Benefit Package Options (other than Health FSA, and/or Dependent Care FSA) with pre-tax contributions, it will be assumed that you want to keep these elections for the next Plan Year (and contribute your share of the cost on a pre-tax basis, adjusted to reflect any increase in the contribution).
2. If you have currently elected to participate in a Health FSA, it will be assumed that you do **not** want to continue participation in the Health FSA for the next Plan Year.
3. If you have currently elected to participate in a Dependent Care Assistance Plan (DCAP), it will be assumed that you do **not** want to continue participation in the DCAP for the next Plan Year.

**Q-10 Can I change my election during the Plan Year?**

Generally, you cannot change your election to participate in the Plan or vary the benefits you have selected during the Plan Year, although your election will terminate if you are no longer working for the Employer or you are no longer eligible. You may change your elections only during the Annual Enrollment Period, and then the change will not be effective until the beginning of the next Plan Year.

There are several important exceptions to this general rule. You may change or revoke your previous elections during the Plan Year if you experience one of the events listed below:

1. **Changes in Status.** If one or more of the following Changes in Status occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described below). Those occurrences which qualify as a Change in Status include the events described below, as well as any other events which the Plan Administrator determines are permitted under subsequent IRS regulations:
  - Change in your legal marital status (such as marriage, legal separation, annulment, divorce, or death of your Spouse),
  - Change in the number of your tax Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent),
  - Any of the following events that change the employment status of you, your Spouse, or your Dependent that affect benefit eligibility under a cafeteria plan (including this Plan) or other employee benefit plan of yours, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit,
  - Event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specified age, getting married, or ceasing to be a student), or
  - Change in your, your Spouse's, or your Dependent's place of residence.

If a Change in Status occurs, you must inform the Plan Administrator and complete a new election for Pre-Tax Contributions within 30 days of the occurrence.

If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator (in its sole discretion) shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage eligibility (for the Dependent Care FSA, the event may also affect eligibility for the dependent care exclusion). A Change in Status affects coverage eligibility if it results in an increase or decrease in the number of dependents who may benefit under the plan.

In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

- *Loss of Dependent Eligibility.* For accident and health benefits (e.g., health, dental and vision coverage, accidental death and dismemberment coverage, and Health FSA benefits), a special rule governs which type of election changes is consistent with the Change in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse; the death of your Spouse or your Dependent; or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent.

*Example:* Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between Mike and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-dependent coverage would be consistent with this Change in Status.

However, if you, your Spouse, or a Dependent elects COBRA continuation coverage under the Employer's plan, you may be able to increase your contribution to pay for such coverage.

- *Gain of Coverage Eligibility under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gain eligibility for coverage under another employer's cafeteria plan (or qualified benefit plan) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status *only* if coverage for that individual becomes effective or is increased under the other employer's plan.
- *Dependent Care FSA Benefits.* With respect to the Dependent Care FSA benefit (when offered by the Plan), you may change or terminate your election only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; *or* (2) your election change is on account of and corresponds with a Change in Status that affects the eligibility of dependent care assistance expenses for the available tax exclusion.

*Example:* Employee Mike is married to Sharon, and they have a 12-year-old daughter. The employer's plan offers a dependent care expense reimbursement program as part of its cafeteria plan. Mike elects to reduce his salary by \$2,000 during a plan year to fund dependent care coverage for his daughter. In the middle of the plan year when the daughter turns 13 years old, however, she is no longer eligible to participate in the dependent care program. This event constitutes a Change in Status. Mike's election to cancel coverage under the dependent care program would be consistent with this Change in Status.

- *Group Term Life Insurance, Disability Income, or Dismemberment Benefits.* In the case of group term life insurance or disability income and dismemberment benefits, if you experience any Change in Status (as described above), you may elect to either increase or decrease coverage.

*Example:* Employee Mike is married to Sharon and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year

Mike elects \$10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. **Special Enrollment Rights.** If you, your Spouse and/or a Dependent are entitled to special enrollment rights under a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (such as legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Plan for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days back to the date of the birth, adoption, or placement for adoption. Please refer to the group health plan description for an explanation of special enrollment rights.
3. **Certain Judgments, Decrees, and Orders.** If a judgment, decree, or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child who is your tax Dependent) to be covered under this Plan, you may change your election to provide coverage for the Dependent child. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.
4. **Entitlement to Medicare or Medicaid.** If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.
5. **Change in Cost.** If the Plan Administrator notifies you that the cost of your coverage under the Plan *significantly* increases or decreases during the Plan Year, regardless of whether the cost change results from action by you (such as switching from full-time to part-time) or the Employer (such as reducing the amount of Employer contributions for a certain class of employees), you may make certain election changes. If the cost significantly increases, you may choose either (a) to make an increase in your contributions, (b) revoke your election and receive coverage under another Benefit Package Option which provides similar coverage, or (c) drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may revoke your election and elect to receive coverage provided under the option that decreased in cost. For *insignificant* increases or decreases in the cost of Benefit Package Options, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost. The Plan Administrator (in its sole discretion) will determine whether the requirements of this Part are met. The Change in Cost provisions **do not** apply to Health FSA benefits.

*Example:* Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

6. **Change in Coverage.** If the Plan Administrator notifies you that your coverage under the Plan is significantly curtailed you may revoke your election and elect coverage under another Benefit Package Option, which provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, you may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, you may revoke your election and elect to receive on a prospective basis coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, you may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) this Plan permits you to make an election for a period of coverage which is different from the period of coverage under the other employer plan. Finally, you may change your election to add coverage under this Plan for yourself, your Spouse, or your Dependent if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator (in its sole discretion) will determine whether the requirements of this Part are met. The Change in Coverage provisions do not apply to Health FSA benefits.

With the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospectively effective from the date of the election or such later time as determined by the Plan Administrator. Additionally, the Plan's Administrator may modify your election(s) downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the federal income tax law.

#### **Q-11 What happens if a claim for benefits under the Plan is denied?**

If you are denied a benefit under the Plan (e.g. election changes, eligibility for pre-tax benefits), you should proceed in accordance with the following claims review procedures. If you are denied a benefit under one of the Benefit Package Options, you should proceed in accordance with the claims review procedures established for that particular Benefit Package Option.

Step 1: Notice is received from Plan Service Provider. If your claim is denied, you will receive written notice from the Plan Service Provider that your claim is denied as soon as reasonably possible but no later than 30 days after receipt of the claim. For reasons beyond the control of the Plan Service Provider, the Plan Service Provider may take up to an additional 15 days to review your claim. You will be provided written notice of the need for additional time prior to the end of the 30-day period.

Step 2: *Review your notice carefully.* Once you have received your notice from the Plan Service Provider, review it carefully. The notice will contain:

- the reason(s) for the denial and the Plan provisions on which the denial is based;
- a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- a description of the Plan's appeal procedures and the time limits applicable to such procedures;
- a right to request all documentation relevant to your claim;

Step 3: *If you disagree with the decision, you may file an appeal.* If you do not agree with the decision of the Plan Service Provider, you may file a written appeal. You should file your appeal no later than 180 days of receipt of the notice described in Step 1. If the Plan has established only one level of review, you should file your appeal with the Plan Administrator. If the Plan has established two levels of appeal, you should file your appeal with the Plan Service Provider. The notice of denial reference in Step 1 above will indicate whether the plan has 1 or 2 levels of appeal. Regardless, you should submit all information identified in the notice of denial as necessary to perfect your claim and any additional information that you believe would support your claim.

Step 4: *Notice of Denial is received from claims reviewer.* If the claim is again denied, you will be notified in writing. If the plan has established two levels of appeal as set forth in the notice of denial, the notice will be sent no later than 30 days after receipt of the appeal by the Plan Service Provider. Otherwise, notice of the denial will be sent no later than 60 days after the appeal is received by the Plan Administrator.

Step 5: *Review your notice carefully.* You should take the same action that you take in Step 2 described above. The notice will contain the same type of information that is provided in the first notice of denial provided by the Plan Service Provider.

Step 6 *(if there is a second level of appeal as indicated in the notice of denial): If you still disagree with the Plan Service Provider's decision, file a second level appeal with the Plan Administrator.* If you still do not agree with the Plan Service Provider's decision, you may file a written appeal with the Plan Administrator within the time allotted for appealing as set forth in the notice of denial from the Plan Service Provider. You should gather any additional information that is identified in the notice as necessary to perfect your claim and any other information that you believe will support your claim.

If the Plan Administrator denies your second level appeal, you will receive notice within 30 days after the Plan Administrator receives your claim. The notice will contain the same type of information that was referenced in Step 2 above.

#### **Q-12 What effect will Plan participation have on Social Security and other benefits?**

Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

## **Part 3. Health FSA Benefits**

Participation in the Medical Reimbursement Plan (Health FSA), if listed as a benefit offered under the Plan in, allows you to purchase a specific level of Health FSA benefits, paying for coverage with pre-tax dollars elected on the Benefit Election Form in lieu of a corresponding amount of current pay. This arrangement helps you because the level of coverage you elect is nontaxable, and you save social security and income taxes on the amount of premiums you pay.

### **Q-1 Who can participate in the Health FSA?**

If you are eligible to be a participant in the Cafeteria Plan, you can participate in the Health FSA.

### **Q-2 How do I become a Participant?**

You can participate by electing the Health FSA during the applicable Enrollment Periods described in Part 2.Q-7. See Part 2.Q-7 to determine when your participation will begin. Effective date of participation will vary by Enrollment Period. Once you elect benefits under a Health FSA, a Health Care Account will be set up in your name to record your benefits and the contributions you make for such benefits during the Plan Year. No actual account is established; it is merely a bookkeeping account.

Once you become a participant, you may receive reimbursements for Eligible Medical Expenses incurred by your Eligible Dependents (see Part 5.Q-10 below for more information on Eligible Dependents.)

### **Q-3 When does coverage under the Health FSA end?**

You continue to participate in the Health FSA until i) you elect not to participate; ii) the end of the Plan Year unless you make an election during the annual election period iii) you no longer satisfy the eligibility requirements described in Part 9 below; (iv) you terminate employment with the employer; or (v) the Plan is terminated or amended to exclude you or the class of employees of which you are a member. You may be entitled to temporarily continue your coverage under the Health FSA once your coverage ends for certain reasons. See Q-14 below for more information.

### **Q-4 What happens if I take a leave of absence?**

Generally, the rules described in Part 2.Q-4 above apply. However, if your Health FSA coverage ceases during your FMLA leave, you will be entitled to elect whether to be reinstated in the Health FSA, at the same coverage level in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or at Health FSA level that is reduced pro-rata for the period of FMLA leave during which you did not make any contributions. Under either scenario, expenses incurred during the period that your Health FSA coverage was not in effect are not eligible for reimbursement under this Health FSA.

### **Q-5 What happens if I fail to return my Benefit Election Form?**

If you are not currently participating in the Plan and fail to return a Benefit Election Form before the end of the enrollment period, it will be assumed that you have elected to receive your full compensation in cash and you cannot become a Participant until the next Plan Year. The only exception to this is if you have experienced one of the qualifying events listed in Part 2.Q-10 above. If so, you must submit an Employee Statement of Qualifying Event form (stating the event) and a Personal Benefit Election Change Request Form (stating the changes in elections) within 30 days of the event to enroll.

If you have currently elected to participate in a Health FSA, it will be assumed that you do not want to continue participation in the Health FSA and the deductions will cease.

See Part 2.Q-9 above for further discussion.

### **Q-6 How do I pay for Health FSA reimbursements?**

After you submit a Benefit Election Form specifying the amount you want deducted each pay period, that amount will be deducted from your pay and credited to your Health Care Account each pay period. This money will be available for reimbursement of medical expenses. The available amount in your Health Care Account at any particular time will be the total amount elected for the Plan Year under your Health FSA less any reimbursements you may have already received. For example, if you have elected an annual salary conversion of \$2,400 for eligible Health FSA benefits, then \$2,400 would be put in your Health FSA Account during the Plan Year. If you are paid semi-monthly, \$100 a payday or \$200 a month would be placed in the Health FSA Account to pay for these expenses, but your reimbursements would not depend on the amount you have paid in. You can file for all or part of this \$2,400 reimbursement at any time during the Plan Year.

**Q-7 What annual benefits are available under the Health FSA, and how much will they cost?**

You can choose any amount of annual benefits you desire within the limits set forth in Part 8 below. You will be required to make annual contributions corresponding to your chosen benefit level.

**Q-8 How do I receive Reimbursement under the Health FSA?**

If you elect to participate in this Health FSA, you will have to take certain steps to be reimbursed for your eligible medical expenses. You will be supplied with claim forms. When you incur an eligible expense payable from the Health FSA, fill out a claim form and submit it to the Plan Administrator. You will be reimbursed for your eligible expenses according to the schedule in your enrollment material for amount available for reimbursement. Remember, the amount you are reimbursed during the Plan Year cannot exceed the annual benefit amount you elected.

At the end of the Plan Year, you will have a closing period (as stated in Part 8 below) to turn in claims for expenses incurred during the Plan Year. No claims can be submitted for reimbursement after the closing period ends. Your Employer may set a different closing period, called a “claims submission grace period” for employees terminating during the Plan Year; if so, you will find this information in Part 8 below.

Please read and follow your Claims Filing Instructions carefully to ensure the prompt processing of your claims. Please note that you can submit a claim for more than what you have paid in to date. The reimbursement will be made so long as (1) the claim is equal to or less than the annual elected amount less any previous reimbursements; and (2) the claim is not paid for or payable from any other source.

**Q-9 What is an “Eligible Medical Expense”?**

An "eligible medical expense" means any item that you could have claimed as a medical expense deduction under Code Part 213 on an itemized federal income tax return, and which was not paid or payable by another source. The only exceptions are: (1) expenses for qualified long-term care services, (2) expenses incurred for cosmetic surgery unless necessary to alleviate or prevent a physical or mental condition, and (3) a Participant's insurance premium payments for health coverages, including premiums paid for health coverage under a plan maintained by the employer or the employee's spouse or dependent.

A partial list of eligible expenses included with the Claims Filing Instructions will help you determine if an expense is an "eligible expense". If you have any doubts, you can also consult IRS Publication 17, "Your Federal Income Tax", or your personal tax advisor.

**Q-10 Who is an “eligible dependent” for whom I can claim expenses for reimbursement?**

You can claim reimbursement for eligible medical expenses incurred by your legal spouse (as determined in accordance with state law to the extent consistent with the federal Defense of Marriage Act), any individual who would qualify as a tax dependent of yours under Code Part 152, and any child for whom you are required to provide health coverage pursuant to a Qualified Medical Support Order. Also, children of divorced are considered to be a dependent of both parents.

**Q-11 When must a reimbursable expense be incurred?**

Eligible expenses reimbursed under the Plan must be incurred during the Participant's period of coverage under the Plan. Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for the services or pays for the medical care. During your current participation year, you cannot be reimbursed for any expenses incurred before the Plan Effective Date, before your Salary Reduction and Election Form becomes effective, expenses incurred after the date that you stop being eligible under this Health FSA (except as described in Q-14 below) or for any expense incurred after the close of the Plan Year.

**Q-12 Can I change the election during the year?**

Only if you experience one of the qualifying events listed in Part 2.Q-10 above and follow the procedures outlined within that question.

**Q-13 What happens if I still have a balance in my Account at the end of the Plan Year?**

Any unused amounts left in your Account at the end of the Plan Year will be forfeited and returned to your employer to offset administrative expenses and future costs. Also, any uncashed reimbursement checks will be forfeited if not cashed by the end of the Plan Year following the Plan Year in which the expenses for which the check was disbursed was incurred.

#### **Q-14 Can I continue coverage in my Account?**

Federal law requires most employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health care coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plans would otherwise end. These rules apply to the Health FSA, unless the Employer is a small-employer within the meaning of the applicable regulations. The Plan Administrator can tell you whether the Employer is a small employer (and thus not subject to these rules).

If you are a participant in the Health FSA, then you have a right to choose continuation coverage under the Health FSA if you lose your coverage because of:

- a reduction in your hours of employment;
- a voluntary or involuntary termination of your employment (for reasons other than gross misconduct), or
- a military leave of absence that lasts 31 days or longer (in accordance with USERRA).

If you are the spouse of a Participant, then you have the right to choose continuation coverage for yourself if you lose coverage for any of the following reasons:

- the death of your spouse;
- a voluntary or involuntary termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment; or
- the divorce or legal separation from your spouse;

In the case of a Dependent child of a participant, he or she has the right to choose continuation coverage if coverage is lost for any of the following reasons:

- the death of the employee;
- a voluntary or involuntary termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment;
- his or her parents' divorce or legal separation; or
- he or she ceases to be a dependent child.

A child who is born to, or placed for adoption with, the employee during a period of continuation coverage is also entitled to continuation coverage under COBRA. Those who are entitled to continue coverage under COBRA are called “Qualified Beneficiaries”

If you choose continuation coverage, you may continue the level of coverage you had in effect immediately preceding the qualifying event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. You will be eligible to make a change in your benefit election with respect to the Plan upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year.

If you do not choose continuation coverage, your coverage under the Health FSA will end with the date you would otherwise lose coverage.

You or your covered dependents (including your spouse) must notify the employer of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days of the later of the date of the event or the date on which coverage is lost because of the event. When the Plan Administrator (or its COBRA Administrator identified in the Plan Information Appendix) is notified that one of these events has occurred, the Plan Administrator will in turn notify you that you have the right to choose continuation coverage. Notice to an employee's spouse is treated as notice to any covered Dependents who reside with the spouse.

An employee or covered dependent is responsible for notifying the Plan Administrator if he or she becomes covered under another group health plan.

Each qualified beneficiary is entitled to make a separate election for continuation coverage under the Plan. In order to elect continuation coverage, you must complete the election form(s) provided to you by the Plan Administrator. You have 60 days from the date you would lose coverage for one of the reasons described above or the date you are sent notice of your right to

elect continuation coverage, whichever is later, to inform the Plan Administrator that you wish to continue coverage. Failure to return the election form within the 60-day period will be considered a waiver, and you will not be allowed to elect continuation coverage.

You will have to pay the entire cost of your continuation coverage. The cost of your continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage. The first premium payment after electing continuation coverage will be due 45 days after making your election. Subsequent premiums must be paid within a 30-day grace period following the due date. Failure to pay premiums within this time period will result in automatic termination of your continuation coverage. Claims incurred during any period will not be paid until your premium payment is received for that period. If you timely elect continuation coverage and pay the applicable premium, however, then continuation coverage will relate back to the first day on which you would have lost regular coverage.

The maximum period for which coverage may be continued will be until the end of the Plan Year in which the qualifying event occurs. To the extent that Nonelective Employer contributions are provided, the maximum duration of coverage may be 18 or 36 months from the qualifying event (depending on the type of qualifying event). You will be notified of the duration of continuation coverage when you have a qualifying event. However, continuation coverage may end earlier for any of the following reasons:

- The contribution for your continuation coverage is not paid on time or it is insufficient (Note if your payment is insufficient by the lesser of 10% of the required COBRA premium, or \$50, you will be given 30 days to cure the shortfall);
- The date that you first become covered under another group health plan under which you are not subject to a pre-existing condition exclusion limitation, after you elect continuation coverage;
- The date that you first become entitled to Medicare, after you elect continuation coverage; or
- The date employer no longer provides group health coverage to any of its employees
- You cannot file suit in federal court until you have exhausted these appeals procedures.

#### **Q-15 Will my health information be kept confidential?**

Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) group health plans such as the Health FSA and the third party service providers are required to take steps to ensure that certain “protected health information is kept confidential. Part 10. of this document outlines the health privacy policies of the Plan.

### **Part 4. Dependent Care Assistance Benefit**

Another important component of your Employer's Cafeteria Plan is the Dependent Care Assistance Plan. Participation in this Plan allows you to receive income tax-free reimbursement for some or all of your work-related dependent care expenses under a related Dependent Care Assistance Plan (DCAP). A DCAP allows you to provide a source of pre-tax funds to reimburse you for your eligible expenses. You do this by entering into a salary conversion agreement (Benefit Election Form) with the Employer instead of receiving a corresponding amount of your regular pay. This arrangement saves you money; you pay less social security and income taxes because the salary conversion paying for your elected benefits is not taxable.

#### **Q-1 Who can participate in a DCAP?**

If you are eligible to be a participant in the Cafeteria Plan, you can participate in the DCAP. If you are married, your spouse must also work, go to school full time, or be incapable of self-care for you to be eligible.

#### **Q-2 How do I become a Participant?**

You can participate by electing the DCAP Benefit during the applicable Enrollment Periods. See Part 2.Q-7 above for your effective date of participation. Effective dates of participation vary by Enrollment Period. Once you elect benefits under this DCAP, a Dependent Care Expense Reimbursement Account (DCAP Account) will be set up in your name to record your benefits and the contributions you make for such benefits during the Plan Year.

#### **Q-3 When does coverage under the DCAP end?**

You continue to participate in the Dependent Care FSA until (i) you elect not to participate; (ii) you no longer satisfy the eligibility requirements described in the Plan Information Appendix; (iii) the end of the Plan Year unless you make an election to participate during the annual election period; (iv) you terminate employment with the employer (there are special

rules for terminating employees), or (v) the Plan is terminated or amended to exclude you or the class of employees of which you are a member. However, you may be able to continue to submit claims for reimbursements for Eligible Employment Related Expenses incurred after the date that you terminate employment up to balance in your Dependent Care Account as of the date you terminate employment

**Q-4 What happens if I take a leave of absence?**

Generally, the rules described in Part 2.Q-4 above of this SPD apply to the Dependent Care FSA.

**Q-5 What happens if I fail to return my Benefit Election form?**

If you are not currently participating in the Plan and fail to return a Benefit Election Form before the end of the enrollment period, it will be assumed that you have elected to receive your full compensation in cash and you cannot become a Participant until the next Plan Year. The only exception to this is if you have experienced one of the qualifying events listed in Q-10 under Part 2 above. If so, you must submit an Employee Statement of Qualifying Event form (stating the event) and a Personal Benefit Election Change Request Form (stating the changes in elections) within 30 days of the event to enroll.

If you have currently elected to participate in a DCAP and you fail to return the Benefit Election Form, it will be assumed that you do not want to continue participation in the DCAP and the deductions will cease.

See Q-9 under Part 2 above for further discussion.

**Q-6 How are my DCAP reimbursements paid?**

After you submit a Benefit Election Form specifying the amount you want deducted each pay period, that amount will be deducted from your pay and credited to your DCAP Account each pay period. This money will be available for reimbursement of your dependent care expenses. The available amount in your DCAP Account at any particular time will be the amount credited to your DCAP Account to date less any reimbursements you may have already received.

**Q-7 Are there any other limits on what DCAP benefits are tax free?**

In addition to the dollar limitations in Part 8 below, the maximum amount of DCAP benefits you may exclude from income during any calendar year cannot be more than:

- If you are **not** married as of the end of the year, your earned income for the year, or
- If you **are** married at the end of the year, the **lesser** of your earned income for the year, or your spouse's earned income.

**Q-8 Is there any other way I can save taxes on my DCAP expenses?**

Yes, you can claim the Household and Dependent Care Credit when filing your federal income tax return.

**Q-9 What is the Household and Dependent Care Credit?**

The household and dependent care credit is an allowance for a percentage of your annual, Eligible Employment Related Expenses as a credit against your federal income tax liability under the U.S. Tax Code. In determining what the tax credit would be, you may take into account only \$3,000 of such expenses for one Qualifying Individual, or \$6,000 for two or more Qualifying Individuals. Depending on your adjusted gross income, the percentage could be as much as 35% of your Eligible Employment Related Expenses (to a maximum credit amount of \$1050 for one Qualifying Individual or \$2100 for two or more Qualifying Individuals,) to a minimum of 20% of such expenses. The maximum 35% rate must be reduced by 1% (but not below 20%) for each \$2,000 portion (or any fraction of \$2,000) of your adjusted gross incomes over \$15,000.

**Illustration:** Assume you have one Qualifying Individual for whom you have incurred Eligible Employment Related Expenses of \$3,600, and that your adjusted gross income is \$21,000. Since only one Qualifying Individual is involved, the credit will be calculated by applying the appropriate percentage to the first \$3,000 of the expenses. The percentage is, in turn, arrived at by subtracting one percentage point from 35% for each \$2,000 of your adjusted gross income over \$15,000. The calculation is:  $35\% - [(\$21,000 - 15,000)/\$2,000 \times 1\%] = 32\%$ . Thus, your tax credit would be  $\$3,000 \times 32\% = \$960$ . If you had incurred the same expenses for two or more Qualifying Individuals, your credit would have been  $\$3,600 \times 32\% = \$1152$ , because the entire expense would have been taken into account, not just the first \$3,000.

**Q-10 If I participate in the DCAP, can I claim the Household and Dependent Care Credit on my federal income tax return?**

If you participate in both, each dollar that you receive under the DCAP FSA reduces the amount of expenses that may be taken into consideration under the Household and Dependent Care Credit (that is, the \$3,000 and \$6,000 amount).

*Example:* If you had \$5,000 in dependent care expenses for 2001 for two children, but only elected \$2000 for your DCAP, you would still be eligible for a partial tax credit. You would calculate your tax credit by subtracting \$2,000 (amount reimbursed by DCAP) from \$6000 (the maximum allowed for the Household and Dependent Care Credit). This would leave you with \$4000, your basis for the Household and Dependent Care Credit. You would then apply the formula for the credit as stated in Q-9 above.

*Example:* If you had \$10,000 in dependent care expenses for 2001 and claimed the maximum \$5,000 under a DCAP, you cannot claim the other \$5,000 as a Household and Dependent Care Credit on your federal income tax return.

**Q-11 Under what circumstances can I receive reimbursement under the DCAP”?**

You can be reimbursed for work-related dependent care expenses provided all the following conditions are satisfied:

1. The expenses are for services rendered after the date of your Dependent Care election and before the end of the Plan Year.
2. The individual for whom you incurred the expenses is a “Qualifying Individual”. A “Qualifying Individual” is a:
  - Child under age 13 for whom you are entitled to a personal tax exemption as a dependent, or
  - Spouse or other tax dependent who is physically or mentally incapable of personal care.
3. The expenses are incurred to enable you to be gainfully employed.
4. If the expenses are incurred for services outside your household for a Dependent who is age 13 or older, that Dependent must spend at least 8 hours a day in your home.
5. If the incurred expenses are for services provided by a dependent care center (that is, a facility that provides care for more than six individuals not residing at the facility), the center must comply with all applicable state and federal laws.
6. The expenses cannot be paid or payable to a child of yours who is under age 19 at the end of the year when the services were rendered or to an individual for whom you or your spouse is entitled to a personal tax exemption as a dependent.
7. This reimbursement (plus all other Dependent Care reimbursements during the same year) may not exceed the least of the following limits:
  - \$5,000,
  - \$2,500 if you are married, but you and your Spouse file separate tax returns,
  - Your taxable compensation (after your salary reduction under the Plan), or
  - If you are married, your Spouse’s actual or deemed earned income.

Your Spouse will be deemed to have earned income of \$250 (for one Eligible Dependent) or \$500 (for two Eligible Dependents) for each month the Spouse is either (1) physically or mentally incapable of personal care or (2) a full-time student. Your spouse is considered to be a full-time student if the spouse is deemed a full-time student by the “educational institution” attended by the spouse during each of five calendar months during a Plan Year. An educational institution is any educational institution that normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of student in attendance at the place where its educational activities are regularly carried on.

You are encouraged to consult your personal tax advisor or IRS Publication 17 “Your federal Income Tax” for further information or clarification.

**Q-12 How do I receive my benefits under the DCAP?**

If you elect to participate in this Plan, you will have to take certain steps to be reimbursed for your eligible dependent care expenses. You will be supplied with claim forms. When you incur an eligible expense payable from your DCAP Account, fill out a claim form, submit it to the Plan Administrator, and include a statement showing the dates of service, the name of the

Dependent, and the amount. You will be reimbursed for your eligible expenses in the next check processing cycle. Your Plan Administrator will advise you how often the checks are processed.

The amount of your reimbursement will depend on your current Account Balance (deductions to date minus any previous reimbursements). If your Account Balance is equal to or exceeds your claim, your claim for eligible expenses will be reimbursed in full. If your claim exceeds your current Account balance, the excess part of the claim will be carried over into the following pay cycles to be paid as your balance can cover it. In other words, as additional salary conversion amounts are credited to your Account raising your Account Balance, a reimbursement check will be processed automatically for any unpaid portions of any properly submitted claims. Remember, no expenses can be reimbursed that exceed the payments you have made up to that date minus any previous reimbursements.

You cannot be reimbursed for any expenses incurred before the Plan Effective Date, before your Benefit Election Form becomes effective, or after the end of the Plan Year. You may be able to submit claims for reimbursement of an eligible expense incurred after the date that you terminate or cease to be eligible for this Plan up to your account balance on the date that you stopped being eligible. Also, no check will be written if the current amount payable to the Participant for claims is less than the Minimum Check Amount as specified in Part 8 below. The Minimum Check Amount will not apply for processing the final checks during any Plan Year.

At the end of the Plan Year, you will have a closing period (as stated in Part 8 below) to turn in claims for expenses incurred during the Plan Year. No claims can be submitted for reimbursement after the closing period ends. Your Employer may set a claims submission grace period for terminated employees; if so, you will find this information in Part 8 below.

**Q-13 Will I be taxed on the DCAP benefits I receive?**

You will not normally be taxed on your DCAP benefits up to the limits set out in Q-7 and Q-11 above. However, before you can qualify for tax-free treatment, you are required to list the names and taxpayer identification numbers of any persons providing your dependent care services during the calendar year for which you have claimed a tax-free reimbursement. (Be sure to fill out all the spaces on your claim!)

**Q-14 Can I change my election if I change day care providers during the year and the rates are different?**

Yes, this will be considered a Change of Coverage (see Part 2.Q-10 above). You will need to submit an Employee Statement of Qualifying Event form (stating the event) and a Personal Benefit Election Change Request Form (stating the changes in elections) within 30 days of the event to change the day care provider and the rates.

**Q-15 Can I change my election if a relative starts keeping my children for free?**

Yes, this will also qualify for the Change of Coverage discussed above. You would submit a Change of Status Form changing providers with the rate being changed to zero. NOTE: You will not be able to change your election as a result of a cost increase or decrease imposed by a relative.

**Q-16 What happens if I still have a balance in my DCAP Account at the end of the Plan Year?**

Any unused amounts left in your Account at the end of the Plan Year cannot be carried over into the next year, but will be forfeited and returned to your employer to offset administrative expenses and future costs. Also, any uncashed reimbursement checks will be forfeited if not cashed by the end of the Plan Year following the Plan Year in which the expenses for which the check was disbursed was incurred.

**Q-17 What happens if my claim for DCAP benefits is denied?**

If you are denied a benefit under the Plan (e.g. election changes, eligibility for pre-tax benefits), you should proceed in accordance with the following claims review procedures. If you are denied a benefit under one of the Benefit Package Options, you should proceed in accordance with the claims review procedures established for that particular Benefit Package Option.

Step 1: Notice is received from Plan Service Provider. If your claim is denied, you will receive written notice from the Plan Service Provider that your claim is denied as soon as reasonably possible but no later than 30 days after receipt of the claim. For reasons beyond the control of the Plan Service Provider, the Plan Service Provider may take up to an additional 15 days to review your claim. You will be provided written notice of the need for additional time prior to the end of the 30-day period.

Step 2: *Review your notice carefully.* Once you have received your notice from the Plan Service Provider, review it carefully. The notice will contain:

- the reason(s) for the denial and the Plan provisions on which the denial is based;
- a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- a description of the Plan's appeal procedures and the time limits applicable to such procedures;
- a right to request all documentation relevant to your claim;

Step 3: *If you disagree with the decision, you may file an appeal.* If you do not agree with the decision of the Plan Service Provider, you may file a written appeal. You should file your appeal no later than 180 days of receipt of the notice described in Step 1. If the Plan has established only one level of review, you should file your appeal with the Plan Administrator. If the Plan has established two levels of appeal, you should file your appeal with the Plan Service Provider. The notice of denial reference in Step 1 above will indicate whether the plan has 1 or 2 levels of appeal. Regardless, you should submit all information identified in the notice of denial as necessary to perfect your claim and any additional information that you believe would support your claim.

Step 4: *Notice of Denial is received from claims reviewer.* If the claim is again denied, you will be notified in writing. If the plan has established two levels of appeal as set forth in the notice of denial, the notice will be sent no later than 30 days after receipt of the appeal by the Plan Service Provider. Otherwise, notice of the denial will be sent no later than 60 days after the appeal is received by the Plan Administrator.

Step 5: *Review your notice carefully.* You should take the same action that you take in Step 2 described above. The notice will contain the same type of information that is provided in the first notice of denial provided by the Plan Service Provider.

Step 6 *(if there is a second level of appeal as indicated in the notice of denial): If you still disagree with the Plan Service Provider's decision, file a second level appeal with the Plan Administrator.* If you still do not agree with the Plan Service Provider's decision, you may file a written appeal with the Plan Administrator within the time allotted for appealing as set forth in the notice of denial from the Plan Service Provider. You should gather any additional information that is identified in the notice as necessary to perfect your claim and any other information that you believe will support your claim.

If the Plan Administrator denies your second level appeal, you will receive notice within 30 days after the Plan Administrator receives your claim. The notice will contain the same type of information that was referenced in Step 2 above.

## **Part 5. Cash Benefits**

During any one Plan Year, the Maximum Contribution Amount total a Participant can elect cannot exceed the sum of the Benefit Package Options offered under Part 5.Q-8 below. Any part of this annual benefit limit you do not apply toward tax-free benefits (or the remainder of your annual pay if less than the unused portion of the Maximum Contribution Amount) will be paid to you as regular, taxable salary.

## Part 6. ERISA Rights

This Plan is not a welfare benefit plan as defined in the Employee Retirement Income Security Act (ERISA). However, certain component benefits (such as the Health FSA Plan) may be governed by ERISA. ERISA provides that you, as a Plan Participant, will be entitled to:

### 1. Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the plan administrator, copies of all documents governing the operation of the plan, including insurance contracts and collective bargaining agreement, and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### 2. Continue Group Health Plan Coverage

- Continue health coverage for you, your spouse, or your dependents if there is a loss of coverage under the plan as a result of a qualifying event. However, you or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.
- Obtain reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage under another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases (if you requested continuation coverage), before losing coverage (if you requested continuation coverage), or up to 24 months after losing coverage (if you requested continuation coverage). Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

### 3. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee Benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit from the Plan, or from exercising your rights under ERISA.

### 4. Enforcement of Your Rights

If your claim for a welfare benefit under an ERISA-covered plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

### 5. Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, you should contact the nearest office of the U.S. Department of Labor, Pension and Welfare Benefits Administration listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Ave., 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.

## Part 7. Plan Information Summary

1. Name and Type of Plan:

The name of the Plan described in this summary is the **COMPA INDUSTRIES, INC.** Cafeteria Plan.

2. Name and Address of Plan Sponsor/Administrator:

**COMPA INDUSTRIES, INC.**  
1314 Madeira Drive, SE Ste. A  
Albuquerque, NM 87108-4659

3. Name of Contact Person at **COMPA INDUSTRIES, INC.**

Edna Lopez - President  
(505) 843-8421

4. Name and Address of Plan Service Provider:

AMP CONSULTANTS, INC.  
2309 Renard Pl., SE #102  
Albuquerque, NM 87106  
Phone: (505) 243-2601 Toll Free: (888) 598-8795 FAX: (505) 243-5109

5. Internal Revenue Service and Plan Identification Number:

The corporate tax identification number assigned by the Internal Revenue Service is:  
33-0203447 The Plan Number is: 501.

6. Source of Plan Income:

Sources of Plan income are Employer contributions only.

7. Fiscal Year of the Plan:

The Fiscal Year of the Plan is from January 1 through December 31  
The Effective Date of the Plan is January 1, 2000  
The Effective Date of this Amendment is July 1, 2009.

8. Maximum Amount for Medical and Dental Expense Reimbursement:

\$3,000 per Plan Year.

9. Minimum Check Amount:

There is no Minimum Check Amount

10. Closing Date:

The Closing Date is 90 days after the end of the Plan Year.

11. Eligibility and Service Period Requirement:

All employees are eligible to participate if they are eligible for the underlying benefits and policies.  
Service Period requirements for eligibility are incorporated by reference from the terms of the underlying benefits, plans and policies.

12. Entry Date:

For ALL Plan Years, the first of the month following the date the eligibility requirements are met.

13. Benefit Options:

Core Health Benefits	Non-Core Supplemental Benefits
Medical Expense Reimbursement Benefits	Dependent Care Assistance Benefits
Cash Benefits	

## **Part 8. Disclosure**

**You have elected to participate in your employer's Cafeteria Plan and have agreed to participate in the benefits incorporated, as shown on your Cafeteria Plan Affidavit. The term of the Plan is for one year, beginning on the date as shown on your Cafeteria Plan Affidavit, and in ITEM III of the Adoption Agreement, and terminating twelve months later. The Cafeteria Plan Affidavit referenced by this Disclosure will automatically terminate if this Plan is terminated or discontinued.**

Your participation in any Premium Reduction Insurance Plan will be automatically renewed for the subsequent Plan Year unless you notify your employer prior to the beginning of the new Plan Year that you elect not to renew.

During the thirty days prior to the renewal for subsequent years, you will be given the opportunity to cancel your participation or to change your benefit election(s) in the Health FSA, and the Dependent Care Assistance Plan (DCAP) FSA for the coming year. If you do not complete and return a new election form canceling your participation or changing your benefits in the time and manner prescribed by the Plan Administrator, your current FSA benefit coverage as stated in this Disclosure, and your Cafeteria Plan Affidavit, will automatically be terminated for the upcoming year.

**The last dated Cafeteria Plan Affidavit will take precedence over any previous Salary Reduction Agreement under any compensation plan relating to any or the same specified fringe benefits.**

By participating in the Cafeteria Plan, you authorize your employer to reduce your wages before taxes in the amount specified on the Cafeteria Plan Affidavit you signed. The benefit election amounts will be adjusted automatically pursuant to any premium changes rendered by the carrier.

You understand that any tax savings calculations are representative only, and the actual amount of your tax savings will be reflected on your first paycheck after the Plan takes effect.

This Plan is authorized by the IRS under Sections 125 and 105 of the Internal Revenue Code. The Plan Administrator may reduce or cancel the amount of your pay reduction or otherwise modify your Cafeteria Plan Affidavit in accordance with the provisions of your Cafeteria Plan Document if they believe it is advisable in order to satisfy certain provisions of the Internal Revenue Code.

## Part 9. HIPAA Privacy

(a) To the extent a Flexible Spending Account is offered under the Plan, the Flexible Spending Account will use protected health information (PHI) to the extent of and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In accordance with HIPAA, the Employer, who is the Plan sponsor, agrees to:

(b) Not use or disclose PHI other than as permitted or required by the Plan document or as required by law;

Ensure that any agents, including a subcontractor, to whom the Plan sponsor provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;

Not to use or disclose PHI for employment-related actions and decisions unless authorized by an individual;

Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by an individual;

Report to the Plan any PHI use or disclosures provided of which it becomes aware; make PHI available to an individual in accordance with HIPAA's access requirements;

Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;

Make available the information required to provide an accounting of disclosures; make internal practices, books and records relating to the use and disclosure of PHI received from Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA; and

If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

(c) Adequate separation will be maintained between the Plan and the Employer. Only the individuals identified in the Privacy Notice distributed to Participants in accordance with HIPAA may have access to PHI. The persons described in the Privacy Notice may only use and disclose PHI for Plan administration functions that the Employer performs for the Plan. If the persons described herein do not comply with the Plan document, the Employer shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions.

(d) This **Part 10. HIPAA Privacy**, shall be effective as of April 14, 2003 or such applicable later date as set forth in HIPAA and the applicable regulations issued thereunder.