# November 1, 2010 SUMMARY PLAN DESCRIPTION FOR DIOCESE OF ST. PETERSBURG 401(k) PROFIT SHARING PLAN AND TRUST

**Employer Identification Number: 59-1213195** 

Plan Number: 001

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan administrator.

# HOW TO USE THIS SUMMARY

## TABLE OF CONTENTS

The table of contents gives a detailed description of where specific information concerning a particular topic may be found.

## GLOSSARY

Some terms used in the summary have special meanings. These terms are identified by capitalizing the term's first letter. To find out the exact meaning of a special term, there is a glossary at the end of this summary.

## **EFFECTIVE DATE**

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on November 1, 2010. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before November 1, 2010.

# MORE SPECIFIC INFORMATION

Some technical details and legal expressions contained in the formal Plan documents have been omitted in this summary. The formal Plan documents govern in administering and interpreting the rights of participants and their beneficiaries.

## ADMINISTRATOR

The person or entity responsible for the day-to-day operations of the Plan is:

Diocese of St. Petersburg 6363 9th Avenue North St. Petersburg, FL 33710

(727) 344-1611

Any questions concerning the day-to-day operations of the Plan should be directed to the Administrator.

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# **INTRODUCTION TO YOUR PLAN**

The Diocese of St. Petersburg 401(k) Profit Sharing Plan and Trust helps you provide for your retirement security by making it simple and convenient for you to contribute to your retirement savings regularly. Your Employer may also make contributions to your Account to provide you with additional savings. Because the Plan is qualified by the Internal Revenue Service, special tax exclusions allow you to save more dollars for your retirement.

# HOW YOU SAVE

- You can contribute a percentage of your pay to the Plan as 401(k) Contributions. You may make Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions. For information on making 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS.**
- If you will be age 50 by the end of the year, you can make Catch Up 401(k) Contributions to the Plan. Catch Up 401(k) Contributions are additional 401(k) Contributions that are not subject to annual limits imposed on 401(k) Contributions under the Plan. For more information on making Catch Up 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS** and **LIMITATIONS ON CONTRIBUTIONS**.
- If you have savings from another retirement plan or annuity, you may be able to roll those savings into the Plan as Rollover Contributions. For more information on the types of savings that may be rolled over into the Plan and the terms and conditions for making Rollover Contributions, see **YOUR CONTRIBUTIONS: ROLLOVER CONTRIBUTIONS**.
- If you contribute to the Plan, your Employer may add a Matching Contribution. For information on the amount of your Employer's Matching Contribution and the terms and conditions for receiving Matching Contributions, see EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS.
- Your Employer may also make Nonelective Contributions to the Plan for you. For information on the amount of your Employer's Nonelective Contribution and the terms and conditions for receiving Nonelective Contributions, see EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS.

- If you are not a Highly Compensated Employee, your Employer may make special contributions to the Plan for you that help it satisfy nondiscrimination rules applicable to 401(k) plans. These contributions are called Qualified Nonelective Contributions. For information on the terms and conditions for receiving Qualified Nonelective Contributions, see EMPLOYER CONTRIBUTIONS: QUALIFIED NONELECTIVE CONTRIBUTIONS.
- Dollars you save as Pre-Tax 401(k) Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Dollars saved as after-tax employee contributions that are rolled over to the Plan or Roth 401(k) Contributions, including rolled over Roth contributions, are taxed before contributed, but are not taxed when they are distributed to you. Taxes are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings, except dollars saved as after-tax employee contributions that are rolled over Roth contributions, including rolled over Roth 401(k) Contributions, including rolled over Roth contributions, including rolled over Roth they are distributed to you. If you satisfy certain rules, you will not pay taxes on investment earnings on your Roth 401(k) Contributions even when they are distributed to you.

# YOUR PLAN ACCOUNT

You have your own Account under the Plan to hold all contributions you make to the Plan and any contributions your Employer makes for you. Your Account also holds any investment earnings on those contributions. Your Account keeps track of your share of the assets held in the Plan.

#### VESTING OF YOUR ACCOUNT

Your Vested Interest in your Account is the percentage of your Account that you would receive if your employment terminated.

Your Vested Interest in the balance of your Account resulting from the following contributions is always 100%:

- 401(k) Contributions
- Rollover Contributions
- Qualified Nonelective Contributions

Your Vested Interest in the balance of your Account resulting from other Employer Contributions is determined under a schedule based on your years of Vesting Service. (For more information about Vesting Service and vesting schedules, see **EMPLOYER** 

# **CONTRIBUTIONS:** VESTED INTEREST IN EMPLOYER CONTRIBUTIONS and VESTING SERVICE.)

#### **DISTRIBUTION OF BENEFITS**

You may receive distributions from your Vested Interest in your Account when any of the following happens:

- You satisfy the requirements for an in-service withdrawal. (For more information about withdrawals, see **IN-SERVICE WITHDRAWALS**.)
- You reach age 70 1/2 while still employed
- You become Disabled while still employed
- You retire from employment after you reach your Normal Retirement Date
- You die
- Your employment terminates. (For more information about distributions following termination of employment, see **DISTRIBUTION OF YOUR ACCOUNT**.)

#### **EMPLOYER DISCRETION**

The Employer has discretionary authority to interpret and construe the provisions of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. The Employer may delegate this authority as provided under the Plan.

# PLAN IDENTIFICATION INFORMATION

#### TYPE OF PLAN

The Plan is a "**defined contribution plan**". Under a "defined contribution plan", all contributions you make to the plan or that are made on your behalf are held in an account that is invested on your behalf. When you retire, your retirement benefit from the plan will be based on the value of your account (including investment earnings and losses) at the time distribution is made to you.

The Plan is also a "**401(k) plan**". Under a "401(k) plan", you may elect to have 401(k) Contributions made to the plan from your pay. If you make Pre-Tax 401(k) Contributions to the Plan, those contributions are not included in your taxable compensation for the year in which you contribute them to the plan. Instead, they are taxable when they are distributed to you from the plan. If you make Roth 401(k) Contributions to the Plan, those contributions are included in your income for the year in which you contribute them, but are not taxable when distributed from the plan. If you also satisfy certain requirements, earnings on those contributions are also not taxable when distributed from the plan. For more information see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS.** 

#### **PLAN ADMINISTRATOR**

Diocese of St. Petersburg 6363 9th Avenue North St. Petersburg, FL 33710

(727) 344-1611

#### EMPLOYER

Diocese of St. Petersburg 6363 9th Avenue North St. Petersburg, FL 33710

#### **EMPLOYER'S EMPLOYER IDENTIFICATION NUMBER**

59-1213195

#### PLAN NUMBER

001

#### TRUSTEE

Elizabeth Deptula and Paul A.Ward, Jr. 6363 9th Avenue North St. Petersburg, FL 33710

#### AGENT FOR SERVICE OF LEGAL PROCESS

Legal process may be served on the Employer at its address listed above.

Legal process may be served on the plan administrator at its address listed above.

Legal process may also be served on the Trustee at its address listed above.

# ELIGIBILITY TO PARTICIPATE

## **REQUIREMENTS FOR MAKING CONTRIBUTIONS**

If you were eligible to make 401(k) Contributions to and receive contributions under the Plan immediately prior to November 1, 2010, you will still be eligible on and after November 1, 2010.

If you were not eligible to make 401(k) Contributions to and receive contributions under the Plan prior to November 1, 2010, you will be eligible beginning on the first day of the month that coincides with or immediately follows the date you first meet all of the following requirements:

- you complete 3 months of Eligibility Service
- you reach age 21
- you are employed in a job classification covered by the Plan (an "eligible class"). You are in an "eligible class" if:
  - you are a common law employee of the Employer or you are a Leased Employee. If you became an employee in connection with an acquisition or merger, there may be a delay in when you are considered a member of the "eligible class"
  - you are self employed (e.g., a partner) and receive income for personal services you performed with respect to the trade or business covered by the Plan (but are not an independent contractor with respect to such trade or business)
  - you are *not* a nonresident alien, or you are a nonresident alien who receives United States source income
  - you are *not* a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan
  - you are *not* classified by the Employer as an independent contractor or other person for whom the Employer does not withhold income or employment taxes and file Form W-2. If the Employer treats you as an independent contractor and you are later adjudicated to be a common law employee of the Employer, you will not be considered a member of the "eligible class" unless and until the Employer extends Plan coverage to you.

#### **REQUIREMENTS TO RECEIVE EMPLOYER CONTRIBUTIONS**

On the same day that you are eligible to begin making 401(k) Contributions to the Plan, you are eligible to receive:

• Qualified Nonelective Contributions

You are eligible to receive Nonelective Contributions beginning on the first day of the month that coincides with or immediately follows the date you first meet all of the following requirements:

- you are employed in an "eligible class" (as described in **REQUIREMENTS FOR MAKING CONTRIBUTIONS**)
- you reach age 21
- you complete 1 year of Eligibility Service

You are eligible to receive Matching Contributions beginning on the first day of the month that coincides with or immediately follows the date you first meet all of the following requirements:

- you are employed in an "eligible class" (as described in **REQUIREMENTS FOR MAKING CONTRIBUTIONS**)
- you reach age 21
- you complete 1 year of Eligibility Service

#### **TRANSFERS OF EMPLOYMENT**

If you are transferred from other employment with your Employer or a Related Company to employment in an "eligible class" of employees (as described in **REQUIREMENTS FOR MAKING CONTRIBUTIONS** above), you will be eligible to participate beginning on your transfer date if you would have been eligible to participate on or before your transfer date if you had been employed in an "eligible class" for your entire period of employment. Otherwise, you will be eligible to participate as provided in **REQUIREMENTS FOR MAKING CONTRIBUTIONS** and **REQUIREMENTS TO RECEIVE EMPLOYER CONTRIBUTIONS**.

#### REEMPLOYMENT

If your employment terminates and you are later reemployed in an "eligible class" of employees (as described in **REQUIREMENTS FOR MAKING CONTRIBUTIONS** above), you will be eligible to participate beginning on your reemployment date if you were eligible to participate at the time you terminated employment. Otherwise, you will be eligible to participate when you have met the requirements above.

#### **ELIGIBILITY SERVICE**

#### Crediting Eligibility Service

Eligibility Service is credited differently for purposes of determining your eligibility to make and receive different types of contributions.

You are credited with Eligibility Service for certain purposes from your hire (or rehire) date until your Severance Date. If your employment terminates but you are rehired before you have been absent from work for 12 months, you are credited with Eligibility Service for the period that you were absent from work. Eligibility Service is credited using this method for purposes of determining your eligibility to:

• make 401(k) Contributions

You are credited with a year of Eligibility Service for purposes of receiving certain contributions if you complete at least 1,000 Hours of Service by the anniversary of your hire date. If you do not complete at least 1,000 Hours of Service during that period, you will be credited with a year of Eligibility Service for each Plan Year beginning after your hire date in which you complete at least 1,000 Hours of Service. Eligibility Service is credited using this method for purposes of determining your eligibility to:

- receive Matching Contributions
- Nonelective Contributions

# YOUR CONTRIBUTIONS

#### **401(k) CONTRIBUTIONS**

If you elect to make 401(k) Contributions, you authorize your Employer to reduce the Compensation you would regularly receive by a specified amount. This amount is then deposited in your Account as a 401(k) Contribution. You may elect to make Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions to the Plan. Once you have designated a 401(k) Contributions as either a Pre-Tax or Roth 401(k) Contribution, you may not later change its designation.

#### **Pre-Tax 401(k) Contributions**

You do not pay federal income taxes (or, in many states, state income taxes) on Compensation you contribute to the Plan as Pre-Tax 401(k) Contributions for the year in which you make the contribution. Those amounts are not taxed until they are distributed from the Plan. Your Pre-Tax 401(k) Contributions and earnings on your Pre-Tax 401(k) Contributions are taxable when they are distributed from the Plan.

#### Roth 401(k) Contributions

You pay federal income taxes and state income taxes on Compensation you contribute to the Plan as Roth 401(k) Contributions for the year in which you make the contribution. However, your Roth 401(k) Contributions are not taxable when they are distributed from the Plan. In addition, if certain conditions are satisfied, the earnings on your Roth 401(k) Contributions are also not taxable when distributed from the Plan.

There are 2 separate sets of requirements that must be satisfied in order for the distribution of the earnings on your Roth 401(k) Contributions to be non-taxable:

- First, distribution must be made at least 5 years after the first day of the calendar year in which you first made Roth 401(k) Contributions to the Plan. Special rules apply for determining this 5-year period if you roll over Roth 401(k) Contributions.
- Second, the distribution must be a "qualified distribution." A "qualified distribution" is a distribution made to you after you reach age 59 1/2 or become disabled or made to your Beneficiary after your death.

#### How to Make an Election

To make 401(k) Contributions, you must notify the Administrator of your election in accordance with the rules established by the Administrator at least as many days before the date on which your election is to become effective as the Administrator prescribes. Your election must specify the portion of your 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and the portion to be treated as Roth 401(k) Contributions.

#### Amount of 401(k) Contributions

You may contribute a percentage of your Compensation up to the maximum permitted under law.

#### Commencement of 401(k) Contributions

401(k) Contributions will be made from your Compensation as provided in your election beginning as soon as reasonably practicable after the date your election is effective.

#### Change in Amount and/or Treatment of 401(k) Contributions

You may change the amount your Employer withholds from your future Compensation or change the portion of your 401(k) Contributions treated as Pre-Tax and Roth 401(k) Contributions effective as of such dates during the Plan Year as the Administrator prescribes. To change the amount or treatment of your 401(k) Contributions, you must notify the Administrator in accordance with the rules established by the Administrator at least as many

days before the date the change is to take effect as the Administrator prescribes. Any change in your election must specify the portion of your future 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and the portion to be treated as Roth 401(k) Contributions.

#### Suspension of 401(k) Contributions

You may direct your Employer to stop withholding amounts from your future Compensation and suspend your 401(k) Contributions at any time. To suspend your 401(k) Contributions, you must notify the Administrator in accordance with the rules established by the Administrator at least as many days before the date the suspension is to take effect as the Administrator prescribes. The suspension will take effect for Compensation paid to you after the required notice period is over.

If you suspend your 401(k) Contributions, the suspension will remain in effect until you elect to resume making 401(k) Contributions again.

#### Resumption of 401(k) Contributions

If you suspend your 401(k) Contributions, you may resume making 401(k) Contributions effective as of such dates during the Plan Year as the Administrator prescribes. To resume your 401(k) Contributions you must notify the Administrator in accordance with the rules established by the Administrator at least as many days before the date 401(k) Contributions are to resume as the Administrator prescribes. Your notice to resume 401(k) Contributions must specify the portion of your future 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions.

#### Limitation on Amount of Contribution

Federal law limits the amount of 401(k) Contributions (including both Pre-Tax and Roth 401(k) Contributions) that you can make to the Plan each calendar year. For 2010, the maximum amount is \$16,500. This amount may be adjusted in future years. Any adjustment will be in increments of \$500. If the Administrator determines that the amount you authorize your Employer to withhold from your Compensation would exceed the maximum amount permitted for the year, the Administrator will adjust the amount withheld so that it does not exceed the maximum.

#### Catch Up 401(k) Contributions

If you will be age 50 or older by the end of the calendar year, you may make Catch Up 401(k) Contributions that exceed the above limitation on 401(k) Contributions. Your total Catch Up 401(k) Contributions for a year cannot exceed the Catch Up Limit in effect for the year. For 2010 the Catch Up Limit is \$5,500. This amount may be adjusted each year for cost of living.

## **ROLLOVER CONTRIBUTIONS**

If you are in an "eligible class" (as described in **ELIGIBILITY TO PARTICIPATE: REQUIREMENTS FOR MAKING CONTRIBUTIONS**), you may elect to roll over qualified distributions into the Plan, regardless of whether you have satisfied any age or service requirements to participate in the Plan.

Your Rollover Contributions are subject to all the terms and conditions of the Plan and are only distributable to you under the terms of the Plan.

## Savings Eligible for Direct Rollover

The Plan permits "direct rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet the requirements of Section 403(a) of the Internal Revenue Code, such as 401(k) or profit-sharing plans). Your "direct rollover" may include Roth contributions and after-tax employee contributions.
- 403(b) tax-sheltered annuities (these are retirement programs for employees of tax exempt organizations or governments). Your "direct rollover" may include Roth contributions and after-tax employee contributions.
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments)
- IRAs

A "direct rollover" is a rollover made directly from another plan or annuity without being distributed to you first.

#### Savings Eligible for Indirect Rollover

The Plan permits "indirect rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet the requirements of Section 403(a) of the Internal Revenue Code, such as 401(k) or profit-sharing plans)
- 403(b) tax-sheltered annuities (these are retirement programs for employees of tax exempt organizations or governments)
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments)

• IRAs

An "indirect rollover" is a rollover you make to the Plan of amounts you have actually received as a distribution from another plan or annuity. You may not make an indirect rollover to the Plan of Roth contributions or after-tax employee contributions.

#### Savings Not Eligible for Rollover

You may not roll over, either directly or indirectly, the following:

• loans

The Administrator may require you to provide information to show that the savings you want to roll over meet the Plan requirements.

#### **Rollover Procedures**

If the distribution qualifies, you may roll it over into the Plan by having it delivered to the Trustee. If you actually receive distribution of the amount you are rolling over, your Rollover Contribution must be delivered to the Trustee within 60 days of the date you received it.

## Treatment of Rolled Over After-Tax and Roth Contributions

If you roll over Roth contributions to the Plan, those amounts will be accounted for separately from your other Rollover Contributions. Instead of being treated like Rollover Contributions under the Plan, your rolled over Roth contributions will be treated like Roth Contributions under the Plan.

If you roll over after-tax employee contributions to the Plan, those amounts will be accounted for separately from your other Rollover Contributions (mainly to keep track of the nontaxable portion of the rollover), but will for all other purposes be treated like Rollover Contributions under the Plan.

## **VESTED INTEREST IN YOUR CONTRIBUTIONS**

Your Vested Interest in the Value of the following contributions in your Account is always 100%:

- 401(k) Contributions
- Rollover Contributions

# **EMPLOYER CONTRIBUTIONS**

In addition to your contributions, your Employer may make Employer Contributions to your Account. You are not taxed on any Employer Contributions made to your Account until distribution is made to you.

#### **MATCHING CONTRIBUTIONS**

#### Matching Contributions

Each Plan Year, your Employer, in its discretion, may make a Matching Contribution to your Account equal to a percentage, determined by the Employer, of your 401(k) Contributions for the Plan Year.

Your Employer will match your Catch Up 401(k) Contributions to the Plan.

#### Limitations on Matching Contributions

The following 401(k) Contributions are *not* included in determining the amount of the Matching Contributions your Employer makes to your Account:

- Contributions made before you became eligible for Matching Contributions
- Contributions exceeding the dollar amount or percentage of Compensation elected by your Employer for the Plan Year. If your Employer elects a percentage of Compensation limit, Compensation you earned before becoming eligible for Matching Contributions is *not* included in determining this limit.

#### **NONELECTIVE CONTRIBUTIONS**

Each Plan Year, your Employer may, in its discretion, make a Nonelective Contribution to your Account equal to a percentage of your Compensation, determined by the Employer, for the Plan Year.

Compensation you earned before you first became eligible to participate in the Plan with respect to Nonelective Contributions will be excluded in determining the amount of your Nonelective Contributions.

## **QUALIFIED NONELECTIVE CONTRIBUTIONS**

Your Employer may characterize all or a portion of the Nonelective Contribution it makes to your Account as a Qualified Nonelective Contribution. Qualified Nonelective Contributions are treated like 401(k) Contributions to satisfy federal nondiscrimination rules. Therefore, like

401(k) Contributions, your Vested Interest in the Value of the Qualified Nonelective Contributions in your Account is always 100%.

If your Employer determines that the Plan would not meet special IRS non-discrimination tests for the Plan Year, your Employer, in its discretion, may make a separate Qualified Nonelective Contribution to the Plan. Employees with the smallest amount of Compensation for the Plan Year will have separate Qualified Nonelective Contributions made on their behalf until the IRS tests are satisfied.

Your Employer will *not* make a separate Qualified Nonelective Contribution to your Account for a Plan Year, if you are a Highly Compensated Employee for that Plan Year.

# **ALLOCATION REQUIREMENTS**

You may receive Qualified Nonelective Contributions for a particular Plan Year if you are eligible to participate in the Plan at any time during that Plan Year.

You may receive Nonelective Contributions for a particular Plan Year only if you also are employed by the Employer on the last day of the Plan Year or have completed at least 501 Hours of Service during the Plan Year. The number of Hours of Service required to receive Nonelective Contributions will be pro-rated for any short Plan Year.

You may receive Matching Contributions for a particular Plan Year only if you also complete at least 1,000 Hours of Service during the Plan Year. The number of Hours of Service required to receive Matching Contributions will be pro-rated for any short Plan Year.

## **VESTED INTEREST IN EMPLOYER CONTRIBUTIONS**

Your Vested Interest in the following contributions is always 100%:

• Qualified Nonelective Contributions

Your Vested Interest in the Nonelective and Matching Contributions in your Account is determined by the following schedule:

Years of Vesting Service	Vested Interest
Less than 2	0%
2, but less than 3	20%
3, but less than 4	40%
4, but less than 5	60%

Years of Vesting Service	Vested Interest
5, but less than 6	80%
6 or more	100%

#### SPECIAL VESTING EVENTS

Notwithstanding the foregoing, if you are employed by an Employer (or a Related Company) on your Normal Retirement Date, the date you become Disabled, or the date you die, your Vested Interest in the following contributions in your Account will be 100%:

- Nonelective Contributions
- Matching Contributions

For purposes of this section, if you are absent from employment with an Employer (or a Related Company) because of military service, and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be treated as if you died while employed by the Employer (or Related Company).

#### VESTING SERVICE

Vesting Service is used to determine your Vested Interest under the applicable schedule above.

#### Crediting of Vesting Service

You are credited with a year of Vesting Service for each Plan Year in which you complete at least 1,000 Hours of Service.

If you are absent from employment with an Employer (or a Related Company) because of military service, and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be credited with Vesting Service for the period you were absent as if you returned to work immediately before your death .

#### **Excluded Vesting Service**

The following Vesting Service that would otherwise be credited to you under the rules above is excluded in determining your Vested Interest in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account:

• Vesting Service completed after you return to work with the Employer following 5 consecutive Breaks in Service is not taken into account in determining your Vested Interest in your Account prior to your Break in Service.

# PLAN INVESTMENTS

#### WHERE PLAN CONTRIBUTIONS ARE INVESTED

You direct how the contributions made to your Account are invested. You may direct that contributions be invested in any of the funds made available to you under the Plan. The Administrator will provide you with a description of the different investment funds available. New investment funds may be added and existing funds changed. The Administrator will update the description of the available funds to reflect any changes.

#### MAKING INVESTMENT ELECTIONS

#### Investment Elections

When you become eligible to participate in the Plan, you must notify the Administrator of your investment elections in accordance with the rules established by the Administrator. Your investment election must specify the percentage of contributions (in 1% increments) to your Account that will be invested among the available investment funds.

#### Failure to Direct Investments

If you do not direct how contributions to your Account should be invested, the contributions will be invested among the investment funds selected by the Administrator.

#### **Change of Investment Elections**

You may change how contributions to your Account are invested effective as of the business day the Administrator receives your instructions. To perform this transaction you must notify the Administrator in accordance with the rules established by the Administrator.

#### Transfers Between Funds

You may transfer any amount held in your Account from one investment fund to another investment fund. You must specify the amount (in 1% increments) that is to be transferred.

A transfer may be made effective as of the business day the Administrator receives your instructions. To make a transfer, you must notify the Administrator in accordance with the rules established by the Administrator.

#### **Restrictions on Transfers**

In order to prevent excessive or abusive trading or "market timing", the Administrator may prescribe rules that limit the number of transfers that you can make during a specified period or that otherwise prevent this abuse. For more information, you should contact the Administrator.

# VALUING YOUR ACCOUNT

The Trustee periodically adjusts the Value of your Account to show any earnings or losses on your investments, any distributions that you have received, and any contributions that have been made to your Account since the preceding adjustment date. This adjustment is made daily.

The Value of your Account may increase or decrease at any time due to investment earnings or losses. You are only entitled to receive from the Plan the Value of your Vested Interest in your Account on the date distribution is made to you. That Value will be determined on the adjustment date immediately preceding the date of distribution and may be larger or smaller than the Value determined on any other adjustment date. Neither the Trustee nor the Employer guarantees your Account from investment losses.

# LOANS FROM YOUR ACCOUNT

You may apply for a loan from your Account if you are a "party in interest" (generally, any employee of an Employer or a Related Company or certain individuals who have an ownership interest in an Employer or a Related Company). If you have made a Rollover Contribution to the Plan, but have not yet met the eligibility requirements to participate in the Plan, you may not receive a Plan loan until you have met the eligibility requirements to participate.

The Administrator will provide you with a copy of the rules governing Plan loans.

Any Plan loan made to you will be treated as a separate investment of the assets held in your Account.

#### **INTERNAL REVENUE CODE RULES**

Specific Internal Revenue Code rules govern loans from tax-qualified plans. Any Plan loan must meet the following minimum requirements set forth in the IRS rules:

• **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money. (If you are absent because of military leave, federal law limits the interest rate that can apply to your loan.)

- Loan amount: cannot exceed specified limits when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by your Employer or a Related Company
- Loan term: cannot exceed 5 years, unless it is used to purchase your principal residence.
- **Repayment schedule:** must be substantially equal installments made not less frequently than quarterly. Some exceptions are made for unpaid leaves.

The loan guidelines provided by the Administrator may have more stringent requirements than the IRS minimum. In that case, any Plan loan must meet the more stringent requirements set forth in the loan guidelines.

## **COLLATERAL FOR LOAN**

If you receive a Plan loan, a portion of your Vested Interest in your Account equal to the lesser of the loan amount or 50% of your Vested Interest will be used as collateral for the loan. You may not receive a loan in excess of 50% of your Vested Interest. If you are currently employed by an Employer, you must agree to repay the loan by payroll withholding. If a Plan loan is still outstanding at the time distribution of your Account is to be made, the amount distributed to you will be reduced by the amount of your Vested Interest in your Account that is held as collateral for the loan, but only to the extent necessary to repay the loan.

## **DEFAULT ON A LOAN**

You will not receive a Plan loan unless you agree that your Account may be charged for unpaid principal and interest if you default on the loan. A Plan loan will be declared to be in default if either (1) you fail to make a required payment before the end of the calendar quarter following the calendar quarter in which the payment was due or (2) there is an outstanding principal balance after the last scheduled repayment date.

## SPECIAL LOAN RULES

- Minimum loan amount: \$1,000
- Limit on outstanding loans: only 1 outstanding Plan loan permitted at any time
- **Prepayment of full outstanding balance:** permitted without penalty
- **Due on termination:** outstanding balance immediately due and owing on termination of employment
- Rollover of loans: you may not roll over any loan note

# **IN-SERVICE WITHDRAWALS**

Under certain circumstances, you may make a cash withdrawal from your Account while you are still employed by your Employer.

# NON-HARDSHIP WITHDRAWALS AT SPECIFIED AGE

If you have reached the age specified below, you may withdraw all or a part of the Value of the following contributions held in your Account:

- Pre-Tax 401(k) Contributions at age 59 1/2
- Roth 401(k) Contributions at age 59 1/2
- Rollover Contributions at age 59 1/2
- Nonelective Contributions at age 59 1/2
- Matching Contributions at age 59 1/2
- Qualified Nonelective Contributions at age 59 1/2

Your withdrawal will be effective as soon as practicable after Administrator approval.

## WITHDRAWALS WHILE ABSENT ON MILITARY DUTY

If you are absent from employment with your Employer or a Related Company to perform military service, you may be entitled to withdraw amounts from your Account.

## Qualified Reservist Distributions

If you are a reservist or national guardsman and are called to active duty either (1) for an indefinite period or (2) for a period longer than 179 days, you may withdraw all or a portion of the Value of the following contributions as a "qualified reservist distribution":

• your 401(k) Contributions

A qualified reservist distribution must be made during the period beginning on the date you are ordered or called to active duty and ending on the date your active duty period closes. Your distribution is not subject to the 10% penalty tax on early distributions described in **DISTRIBUTION OF YOUR ACCOUNT: SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS**. In addition, federal law permits you to repay the amount of a qualified

reservist distribution to an IRA within 2 years after you cease active duty. This permits you to build back your retirement funds.

Your qualified reservist distribution will be effective as soon as practicable after Administrator approval.

# FORFEITURE OF NON-VESTED AMOUNTS

If your employment terminates with your Employer (and all Related Companies) and you are not 100% vested in the Value of the Employer Contributions in your Account at that time, you will forfeit the non-vested portion of your Account.

#### Timing of Forfeiture

- If you have no Vested Interest in your Account, your Account will be forfeited on the date your employment terminates
- If you have a Vested Interest in your Account and receive distribution of that amount because of your termination, the non-vested portion of your Account will be forfeited on the date distribution is made to you
- If you have a Vested Interest in your Account, but do not receive distribution of that interest because of your termination, the non-vested portion of your Account will be forfeited on the date you incur 5 consecutive Breaks in Service following your termination of employment

If you are reemployed by an Employer (or a Related Company) before the non-vested portion of your Account is forfeited, the forfeiture will not occur.

## **Recrediting of Forfeited Amounts**

If you are reemployed by an Employer (or a Related Company) after forfeiting the nonvested portion of your Account, the amount you forfeited will be recredited to your Account if you meet all of the following conditions:

- you are reemployed before you incur 5 consecutive Breaks in Service after the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account)
- you become an employee covered under the Plan before the earlier of (1) 5 years from your reemployment date or (2) the date you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account)

• if you received distribution of the vested portion of your Account, you repay the full amount of the distribution attributable to Employer Contributions before the earlier of (1) 5 years from your reemployment date or (2) the date you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you

#### **Treatment of Forfeited Amounts**

Amounts that are forfeited during a Plan Year are used to meet your Employer's contribution obligations to the Plan or to pay Plan expenses, as directed by the Administrator.

# **DISTRIBUTION OF YOUR ACCOUNT**

## **DISTRIBUTION TO YOU**

If your employment terminates with your Employer (and all Related Companies), the Plan permits distribution of your Account. Distribution may be made as soon as reasonably practicable following the date your employment terminates.

You may postpone distribution until April 1 of the calendar year following the calendar year in which you reach age 70 1/2.

If you have terminated employment, but have not yet reached April 1 of the calendar year following the calendar year in which you reach age 70 1/2, you may elect to receive a partial distribution of any portion of your Account.

If your employment has not terminated, you may elect to transfer your entire Account from the Plan to another plan maintained by the Employer or a Related Company if:

- you transfer from employment in an "eligible class" (as described in **ELIGIBILITY TO PARTICIPATE: REQUIREMENTS FOR MAKING CONTRIBUTIONS**) to other employment with an Employer or a Related Company that is not covered by the Plan
- the other employment is covered by another profit-sharing plan that includes a cash or deferred arrangement qualified under Code Section 401(k)
- you make a voluntary, fully-informed election to transfer your entire Account to the other plan

The Plan provides for distribution of your Account while you are still employed if:

• you have become Disabled

• you have reached age 70 1/2

## Application for Distribution

Unless your Account is cashed out as described below, distribution of your Account will not be made until April 1 of the calendar year following the calendar year in which you reach age 70 1/2 or retire, whichever is later, unless you have filed an earlier application for distribution with the Administrator.

#### Suspension of Distribution

If you are reemployed by your Employer (or a Related Company) before distribution of the full Value of your Account has been made, distribution of your Account will be suspended until your reemployment terminates.

#### **Required** Distribution

Internal Revenue Code rules require that distribution of your Account begin no later than the April 1 following the close of the calendar year in which you reach age 70 1/2 or retire, whichever is later. Special rules apply if you are a 5% owner of an Employer (see the Administrator for details).

## SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS

If you terminate employment before reaching age 55 and elect to receive distribution of your Account before reaching age 59 1/2, you may be subject to a 10% penalty tax on your distribution. You should consult your own tax advisor to determine whether this tax applies to you.

If you receive distribution of your Roth 401(k) Contributions less than 5 years after the first day of the calendar year in which you first made Roth 401(k) Contributions to the Plan (or, if you rolled over Roth contributions to the Plan, the calendar year in which you first made Roth contributions to the other plan), the earnings on your Roth 401(k) Contributions will be taxable. In addition, if distribution of your Roth 401(k) Contributions is made to you before you reach age 59 1/2 or become disabled, the earnings on your Roth 401(k) Contributions will be taxable.

## **DISTRIBUTION TO YOUR BENEFICIARY**

If you die before distribution of the full Value of your Account has been made to you, distribution of your Account will be made to your Beneficiary as soon as reasonably practicable following the date your Beneficiary files an application for distribution with the Administrator. Unless distribution of your Account is to be made to your Beneficiary in a series of installment payments, distribution to your Beneficiary must be made no later than the end of the fifth calendar year beginning after your death or, if your Beneficiary is your Spouse, the end of the calendar year in which you would have reached age 70 1/2, if later.

If distribution of your Account is to be made to your Beneficiary in a series of installment payments, then distribution to your Beneficiary for federal income tax purposes must begin:

- if your Beneficiary is your Spouse, no later than the end of the first calendar year beginning after your death or the end of the calendar year in which you would have reached age 70 1/2, whichever is later
- if your Beneficiary is someone other than your Spouse, no later than the end of the first calendar year beginning after your death

The delay in the date distribution must begin to your Spouse applies only if your Spouse is your sole Beneficiary under IRS rules. Generally, your Spouse is your sole Beneficiary only if (1) your Spouse is entitled to your full Account or a segregated portion of your Account and (2) no other Beneficiary is entitled to any portion of your Spouse's interest unless your Spouse dies before receiving full distribution of that interest.

## CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION

If the Value of your Vested Interest in your Account is \$5,000 or less, your Account will be "cashed out" by distributing your Vested Interest in your Account in a single-sum payment or by direct rollover to an IRA or other eligible retirement plan as soon as reasonably practicable following the date your employment terminates. Your Account will be cashed out even if you do not consent to the distribution.

If the Value of your Vested Interest in your Account is more than \$5,000, distribution of your Account cannot be made before your Normal Retirement Date without your written consent.

## **AUTOMATIC ROLLOVERS**

If the Value of your Vested Interest in your Account is \$5,000 or less, the Administrator will notify you of the cashout rules and give you the opportunity to elect whether to (1) receive payment yourself or (2) have the payment rolled over directly to the IRA or other eligible plan that you select. If you do not make an election within the period prescribed by the Administrator, and distribution of your Account is to be made before your Normal Retirement Date, tax rules require that your Vested Interest in your Account be rolled over directly to an IRA maintained by a provider selected by your Employer (an "automatic rollover IRA").

The automatic rollover rules only apply to you if the Value of your Vested Interest in your Account is more than \$1,000. If the Value of your Vested Interest is \$1,000 or less, and you do not make an election, payment will be made directly to you.

You are the beneficial owner of any automatic rollover IRA established for you. The automatic rollover IRA must initially be invested in products that are designed to preserve principal (the amount of the initial investment) and provide a reasonable rate of return, consistent with retaining liquidity (so that you can change investments readily). Examples of this kind of investment product are money market funds and certificates of deposit. As the IRA owner, you will be able to change your future investments.

All fees and expenses of maintaining the automatic rollover IRA will be paid directly from your IRA. For more information regarding automatic rollover IRAs, contact the Administrator at the telephone number and address shown at the beginning of this booklet.

## FORM OF PAYMENT

#### FORM OF PAYMENT TO YOU

- Single-sum payment: Distribution of your Account will be made in one payment.
- **Installment payments:** Distribution of your Account will be made in a series of installment payments over the period you specify. Under federal law, however, the maximum period over which installment payments may be paid cannot exceed your life expectancy or the joint life expectancies of you and your Beneficiary. Installment payments will be made in reasonably equal amounts, except as necessary to reflect increases or decreases in the Value of your Account. You may accelerate the rate at which installments are paid.
- **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA (including a Roth IRA) or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a 20% mandatory federal income tax withholding applies to the distribution. All or any portion of the distributions of your Account balance are eligible for rollover except:
  - any distribution that is required under the Internal Revenue Code
  - any distribution that is one of a series of installment payments made over your life, the life of you and your Beneficiary, or for a specified period of 10 or more years

#### FORM OF PAYMENT TO YOUR BENEFICIARY

If you die before any distribution of your Account is made, distribution of your Account will be made to your Beneficiary in a single-sum payment or in a series of installment payments, whichever your Beneficiary selects. Subject to the limits described above in **FORM OF PAYMENT** 

**TO YOU**, your Beneficiary may specify the period over which installments will be made. If you die after distribution of your Account has begun in a series of installment payments, but before distribution of the full Value of your Vested Interest in your Account is made, installment payments will continue to your Beneficiary after your death.

If your Beneficiary receives distribution in a single-sum payment or in installments over a specified period of less than 10 years, your Beneficiary may also elect a direct rollover, as described above. If your Beneficiary is your Spouse or a former Spouse, your Beneficiary may directly roll over the distribution to an IRA (including a Roth IRA) or to any other eligible plan. Beginning with the 2010 Plan Year, your non-Spouse Beneficiary may also elect a direct rollover. However, if your Beneficiary is *not* your Spouse, your Beneficiary may only roll over the distribution to an IRA (including a Roth IRA) that is treated as an inherited IRA for required distribution purposes.

# YOUR BENEFICIARY UNDER THE PLAN

#### Beneficiary if You Have No Spouse

You may designate a Beneficiary on the form provided by the Administrator to receive distribution of your Account if you die. Unless you marry (or remarry), your Beneficiary will not change until you file a new designation of Beneficiary form with the Administrator designating a different Beneficiary.

#### Beneficiary if You Have a Spouse

If you have a Spouse, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary on the form provided by the Administrator with your Spouse's written consent.

#### Effect of Marriage on Prior Beneficiary Designation

If you designate a non-Spouse Beneficiary and then get married, your prior Beneficiary designation will be ineffective.

#### Beneficiary Where There is No Designated Beneficiary

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse, your estate.

# AMENDMENT AND TERMINATION OF THE PLAN

#### **Plan Amendment**

The Employer reserves the right to amend the Plan, either prospectively or retroactively.

#### **Plan Termination**

The Employer reserves the right to terminate the Plan at any time.

If the Plan is terminated, you will be 100% vested in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account and distribution of your Account will be made as permitted under federal law.

# **MISCELLANEOUS INFORMATION**

## PLAN BOOKLET DOES NOT CREATE EMPLOYMENT CONTRACT

The only purpose of this booklet is to provide you with information about the benefits available under the Plan. The booklet is not intended to create an employment contract between you and your Employer. Nothing in this booklet should be construed as a limitation on your right or your Employer's right to terminate your employment at any time, with or without cause.

## NO GUARANTEES REGARDING INVESTMENT PERFORMANCE

Neither your Employer, the Administrator, nor the Trustee guarantees any particular investment gain or appreciation on your Account nor guarantees your Account against investment losses or depreciation.

## **PAYMENT OF ADMINISTRATIVE EXPENSES**

Generally, the expenses of administering the Plan are paid from Plan assets, unless your Employer elects to make the payment. If administrative expenses are paid from Plan assets, they will first be reduced by any forfeitures the Administrator has directed to be used for payment of expenses. Any remaining expenses will be shared among all participants' Accounts.

Your Account's share of each expense will be either a flat fee for all Accounts or a percentage of the expense (determined in the ratio that the Value of your Account bears to the total Value of all Accounts).

Although expenses are generally shared among the Accounts, administrative expenses incurred as a direct result of your activities under the Plan are allocated to, and may be deducted, from your Account. These expenses may include any or all of the following, if applicable:

- Any expenses incurred in connection with your request for a non-hardship withdrawal
- Any expenses incurred in processing your loan request
- Any expenses incurred in determining whether a domestic relations order received for you meets certain requirements
- Any expenses incurred in connection with distributing your Account
- Any expenses incurred as a result of you exercising an investment election
- Any expenses incurred as a result of you utilizing the Plan's investment advice services
- Any expenses incurred in calculating the benefit amounts payable to you under different forms of payment
- Any expenses incurred in processing your request for payment in the form of installments

# **DOMESTIC RELATIONS ORDERS**

Generally, federal law prohibits payment of your Account to someone other than you, unless you have died. An exception to this rule is made for domestic relations orders. A domestic relations order may require that a portion of your Account be paid to someone other than you or your Beneficiary.

"Domestic relations orders" are court judgments, decrees, etc. that pertain to child support, alimony, or marital property and that meet specific legal requirements. The Administrator has procedures for determining whether a court judgment or decree meets the specific legal requirements to be a domestic relations order.

# MILITARY LEAVE

If you return to employment following a military leave, you may be entitled to benefits under the Plan for the period that you were absent from employment. You should see the Administrator for information regarding Plan benefits during military leave.

If you die while absent from employment with the Employer or a Related Company because of "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be treated for purposes of the Plan as if you died while employed by the Employer (or Related Company). However, no additional contributions will be made to your Account.

#### **RETURN OF CONTRIBUTIONS TO YOUR EMPLOYER**

If your Employer makes a contribution to your Account by mistake or if your Employer cannot deduct a contribution made to the Plan on its tax return, that contribution will be returned to your Employer in accordance with federal law.

#### **TOP-HEAVY PROVISIONS**

Federal law requires that the Plan contain certain provisions that become effective only if the Plan becomes top-heavy. The Plan will become "top-heavy" if the aggregate Value of Accounts for certain officers and shareholders is 60% or more of the Value of all assets held under the Plan. If the Plan becomes top-heavy, specific minimum vesting and minimum benefits provisions become effective. If the Plan becomes top-heavy, the Administrator will notify you and give you additional details regarding these provisions.

# LIMITATIONS ON CONTRIBUTIONS

If you are a Highly Compensated Employee, federal law limits the amount of 401(k) Contributions that you can make to the Plan and the amount of Matching Contributions that your Employer can make to your Account in relation to the contributions made to the Plan for other employees. If the Administrator determines that contributions for Highly Compensated Employees would impermissibly exceed the contributions for other employees, it may adjust the amount of 401(k) Contributions and Matching Contributions that would otherwise be made for Highly Compensated Employees.

In addition, total contributions to the Plan are subject to annual limitations under the Internal Revenue Code. Amounts that would exceed those limits will be distributed or forfeited as provided under the Plan.

If you will be age 50 or older by the end of the year, you may make Catch Up 401(k) Contributions that exceed the limits otherwise applicable to contributions for Highly Compensated Employees or that exceed the annual limit described above. The amount of such Catch Up 401(k) Contributions cannot exceed the Catch Up Limit for the year reduced by any other Catch Up 401(k) Contributions you have made for the year (*i.e.*, any 401(k) Contributions you have made for the year that exceed another applicable limit).

## MORE THINGS YOU SHOULD KNOW

Your Employer makes contributions to the Plan solely for your benefit. All the assets of the Plan are held for the exclusive benefit of participants and their beneficiaries. The Plan is qualified under the Internal Revenue Code as a profit-sharing plan.

If your employment terminates with your Employer (and all Related Companies) before you are fully vested in your Account, you will lose the non-vested portion of your Account.

# GLOSSARY

Account	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
Administrator	The person and/or entity responsible for the day-to-day administration of the Plan such as collecting election forms from employees.
Beneficiary	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
Break in Service	A Vesting Service crediting period in which you complete fewer than 501 Hours of Service.
Catch Up 401(k)	
Contribution	Any 401(k) Contribution that you make to the Plan for any year (beginning with the year you reach age 50) that exceeds an applicable limit by no more than the Catch Up Limit in effect for the year.
Catch Up Limit	The maximum amount by which your Catch Up 401(k) Contributions for a particular year may exceed the limitations applicable to 401(k) Contributions for the year. The Catch Up Limit for 2010 is \$5,500. This amount may be adjusted for future years.
Compensation	The compensation from your Employer that is taken into account in determining the amount of contributions that you or your Employer can make to your Account.
	Your Compensation for any period means the wages paid to you for employment covered under the Plan that would be reported as income on Form W-2.
	Compensation includes amounts you defer under the Plan, transportation fringe benefits you receive from your Employer that are excluded from your taxable gross income, and amounts that you contribute on a pre-tax basis to a cafeteria plan, 403(b) account, or other plan. For purposes of this paragraph, amounts under a group health plan that a Participant cannot receive in cash in lieu of coverage under the group health plan because the

Participant cannot certify that he has other health coverage will nevertheless be deemed to be excluded from the Participant's taxable income pursuant to Code Section 125.

Compensation taken into account in determining the amount of contributions that you or your Employer can make to your Account generally does *not* include amounts paid to you after your employment terminates.

However, certain post-termination payments are included in Compensation:

- Compensation includes regular compensation for your services during regular working hours, compensation for your services outside regular working hours (such as overtime or shift differential pay), commissions, bonuses, or other similar compensation that would otherwise have been paid to you in the course of your employment and are, but only to the extent such amounts (1) would have been includable in Compensation if your employment had continued and (2) are paid before the later of (a) the close of the limitation year in which your employment terminates or (b) within 2 ½ months of your termination.
- Compensation includes differential pay you receive while absent because of qualified military service, but only to the extent the payments do not exceed the pay you would have received if you had continued in employment with the Employer.

Your Compensation if you are self employed means your earnings for personal services you performed for the business covered by the Plan.

Legal rules limit the Compensation that may be included under the Plan each year. For 2010, the maximum amount is \$245,000 (this limit may be adjusted annually).

DisabledYou have a mental or physical condition that is likely to result in<br/>death or is expected to be of long-continued or indefinite duration<br/>and that prevents you from continuing in employment with your<br/>Employer. You are Disabled only if you meet one or more of the<br/>following criteria:

• you are eligible for Social Security disability payments

	• you are eligible for benefits under the Employer's long term disability program
Eligibility Service	The service credited to you that is used for determining whether you are eligible to participate in the Plan by making 401(k) Contributions or by receiving Employer Contributions.
Employer	The company that maintains the Plan and has the power to amend the Plan. The Employer of the Plan is Diocese of St. Petersburg.
Employer Contribution	Any contribution that your Employer makes to your Account.
401(k) Contribution	Any contributions made on your behalf by your Employer as provided in your salary reduction election.
Highly Compensated Employee	An employee who is highly compensated in accordance with specific IRS rules. Generally, you may be a Highly Compensated Employee under the IRS rules if you are a 5% owner in the current or preceding year or you were paid more than the applicable limit set by the federal government during the preceding year. For 2010, this limit is \$110,000 (this limit may be adjusted annually). If you are concerned that you may be a Highly Compensated Employee, you should consult the Administrator.
Hour of Service	Each hour that is used for determining your Vesting Service and your Eligibility Service for the following contributions:
	Matching Contributions
	Nonelective Contributions
	An Hour of Service is each hour for which you are paid or entitled to be paid by your Employer, a Predecessor Employer, or a Related Company and includes your time at work, vacations, holidays, paid sick days, jury duty, military duty, approved leaves of absence, and certain maternity and paternity leaves of absence. However, no more than 501 Hours of Service will be used to determine your service for any period for which you are not actually working, unless you are absent because of military duty and you return to

	employment while your reemployment rights are protected under federal law.
Leased Employee	An employee who is actually employed by another company (the "leasing organization"), but who is leased to the Employer on a substantially full-time basis. If you are a Leased Employee, you may be eligible for benefits under the Plan if you meet all of the following requirements:
	• you have worked for the Employer for at least 1 year
	• you perform services under the primary direction or control of the Employer
	• you are not covered by another plan maintained by the leasing organization that provides certain minimum benefits
Matching Contribution	Any Employer Contribution your Employer makes to your Account because of your 401(k) Contributions.
Nonelective Contribution	Any Employer Contribution made to the Plan by your Employer as described in detail in <b>EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS</b> .
Normal Retirement	
Date	The date you are entitled to retire with full benefits. Your Normal Retirement Date is the date you reach age 65.
Plan	The Diocese of St. Petersburg 401(k) Profit Sharing Plan and Trust
Plan Year	The period on which the Plan's records are kept. The Plan Year is the 12-month period ending on December 31.
Pre-Tax 401(k) Contribution	Any 401(k) Contribution made to the Plan on a before-tax basis.
Predecessor Employer	Any company that is a predecessor to your Employer, under Internal Revenue Code Rules, provided your Employer maintains a Plan of that company.

Qualified Nonelective Contributions	Any Employer Contribution that can be used to satisfy federal limitations on 401(k) and Matching Contributions of Highly Compensated Employees, as described in detail in <b>EMPLOYER CONTRIBUTIONS: QUALIFIED NONELECTIVE CONTRIBUTIONS</b> .
Related Company	Any company or business that is considered to be related to an Employer under Internal Revenue Code rules.
Rollover Contribution	Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.
Roth 401(k) Contribution	Any 401(k) Contribution made on your behalf that is taxable under federal law for the year in which contributed, but is not taxable upon distribution from the Plan. If certain conditions are met, earnings on Roth 401(k) Contributions are also not taxable upon distribution from the Plan.
Severance Date	The date your employment terminates or you are absent from work (without terminating employment) for 1 year.
Spouse	The person of the opposite sex to whom you are married in a legal union between one man and one woman as husband and wife.
Trustee	The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Employer.
Value	The monetary worth of the contributions and investment earnings and losses on such contributions in your Account. Value is determined by the Trustee as of an adjustment date. See <b>VALUING YOUR ACCOUNT</b> .
Vested Interest	The percentage of the Value of your Account that you are entitled to receive upon distribution.

Vesting ServiceThe service credited to you that is used for determining your<br/>Vested Interest in the Value of the following contributions:

- Nonelective Contributions
- Matching Contributions