

**SUMMARY PLAN DESCRIPTION
OF THE
SNOWSPORTS INDUSTRIES AMERICA
SAFE HARBOR 401(K) PROFIT SHARING PLAN**

TABLE OF CONTENTS

INTRODUCTION	1
Type of Plan.....	1
Plan Sponsor.....	1
Purpose of the Summary	1
PLAN ADMINISTRATION.....	1
Plan Trustees	1
Plan Administrator.....	1
Other Information	1
PLAN PARTICIPATION.....	1
Eligible Employees.....	1
General Eligibility Requirements.....	2
Participation by Employees Whose Status Changes	2
SERVICE RULES	2
Service Definitions	2
Termination and Return to Employment	2
Credit for Service with Other Employers	2
CONTRIBUTIONS AND ALLOCATIONS	2
Elective Deferrals	2
Salary Deferral Election Forms	3
Matching Contributions.....	3
Non-Elective Contributions.....	3
"Safe Harbor" Non-Elective Contributions.....	4
Maximum Contribution Allocation	4
Top Heavy Allocations.....	4
Rollover Contributions.....	5
BENEFIT UPON RETIREMENT	5
BENEFIT UPON DISABILITY	5
BENEFIT UPON DEATH	6
BENEFIT UPON TERMINATION OF EMPLOYMENT	6
DETERMINATION OF VESTED INTEREST	6
PARTICIPANT LOANS	6
INVESTMENT OF ACCOUNTS.....	6
TAX WITHHOLDING ON PLAN BENEFITS.....	7
OTHER INFORMATION	7
Claims for Benefits.....	7
Non-Alienation of Benefits	8
Amendment or Termination.....	8
Missing Payees or Beneficiaries	9
STATEMENT OF ERISA RIGHTS	9

INTRODUCTION

Type of Plan

Effective June 1, 2004, SnowSports Industries America amended its 401(k) cash or deferred plan, which is named the SnowSports Industries America Safe Harbor 401(k) Profit Sharing Plan and which will be referred to in this summary plan description as the "Plan." The Plan was originally effective June 1, 1999.

Plan Sponsor

The sponsor of the Plan is SnowSports Industries America, and this summary will sometimes refer to SnowSports Industries America as the "Employer," "we," "us" or "our." Our address is 8377-B Greensboro Drive, McLean, VA 22102-3587; our telephone number is (703) 556-9020; and our employer identification number is 13-1935655.

Purpose of the Summary

This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements we may have made about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator, whose name and address is set forth in the next section.

PLAN ADMINISTRATION

Plan Trustees

The Plan is administered by a written plan and trust agreement, and the trustees of that agreement are responsible for management of the Plan's assets. The Trustees are David J. Ingemie and John E. Corette, III, and their address is 8377-B Greensboro Drive, McLean, VA 22102-3587.

Plan Administrator

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The Administrator of the Plan is SnowSports Industries America, whose address is 8377-B Greensboro Drive, McLean, VA 22102-3587, and whose telephone number is (703) 556-9020.

Other Information

We have assigned number 003 to the Plan. The accounting year of the Plan, called the Plan Year, begins June 1st and ends the following May 31st; and legal process can be served on either the Administrator, we as the Employer, or the Trustees.

PLAN PARTICIPATION

Eligible Employees

Any employee of SnowSports Industries America who is also considered an Eligible Employee will enter the Plan as a Participant on the Entry Date as of which he or she satisfies the eligibility requirements described below in *General Eligibility Requirements*.

All employees are considered Eligible Employees except for the following ineligible classes of employees: (1) any employee whose employment is governed by the terms of a collective bargaining agreement in which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for his or her inclusion in the Plan; (2) any employee who is a non-resident alien who does not receive any earned income from us which constitutes income from sources within the United States; and (3)

any person who is considered a “leased” employee under IRS rules and is not covered under a certain type of money purchase pension plan sponsored by the leasing organization.

In addition, you will not be an Eligible Employee if we consider you to be an independent contractor on your date of hire or on the day you would have entered the Plan as a Participant had you been an Employee or on the first day of each subsequent Plan Year. You will also not be considered an Eligible Employee if you are leased and you are covered under a certain type of money purchase pension plan sponsored by the leasing company.

Any employee who is otherwise eligible to participate in the Plan can make a one-time irrevocable election to waive participation in the Plan, except that the Administrator may in its sole discretion elect not to make this option available to certain “non-highly compensated employees”.

General Eligibility Requirements:

If you are not already a Participant, you will be eligible to become a Participant and make Elective Deferrals on the first day of the month that coincides with or next follows the date on which you complete 1 Hour of Service.

Participation by Employees Whose Status Changes

If you are not considered an Eligible Employee but later become one, you will participate in the Plan immediately if you otherwise satisfy the eligibility requirements. If you are a Participant and later become a member of an ineligible class, your Plan participation will be suspended, and you will be entitled to an allocation for the Plan Year only to the extent of service you completed while an Eligible Employee. Upon returning to an eligible class of employees, you will immediately participate again in the Plan.

SERVICE RULES

Service Definitions

An *Hour of Service* is any hour for which you have a right to be paid by us or by any adopting Employer, including hours you are paid for vacation, holidays, illness, back pay and maternity leave. A *Year of Service* is a 12-month computation period during which you complete a certain number of Hours of Service. You will incur a *Break in Service* if you fail to perform more than 500 Hours of Service during any 12-consecutive month computation period described below. A Break in Service may affect your eligibility to receive an allocation of contributions to your Account.

Termination and Return to Employment

If you terminate and return to employment with us before you incur a Break in Service, your Years of Service and Plan participation will not be interrupted. If you return to employment with us after a Break in Service, your prior Years of Service will be counted (and if you were a Participant, your Plan participation will be reinstated) upon your re-employment.

Credit for Service with Other Employers

For Plan purposes, your Service counts if it was completed with us, with another Employer that adopts the Plan, and with any direct predecessor business that is or would have been considered a part of the same group of affiliated employers with us or another adopting Employer. Also, Service with Ski Industries America, Inc. will be counted.

CONTRIBUTIONS AND ALLOCATIONS

Elective Deferrals

Once you're eligible to make Elective Deferrals, you can file a Salary Deferral Election form with the Administrator authorizing us to withhold as an Elective Deferral up to 100% of your Compensation.

Elective Deferrals can be made in whole percentages of Compensation or in specific dollar amounts, and your Elective Deferrals will be allocated to your Elective Deferral Account. You may also elect to defer up to 100% of any bonus which is paid not more than two and one-half months after the last day of the Plan Year.

Notwithstanding the preceding paragraph, your Elective Deferrals for any calendar year cannot exceed the annual dollar limit permitted by law, which is \$13,000 in 2004, \$14,000 in 2005 and \$15,000 in 2006. Additional "catch-up" contributions can be made beginning in the Plan Year in which you will be at least age 50 by the end of the year. The maximum "catch-up" contribution is \$3,000 in 2004, \$4,000 in 2005 and \$5,000 in 2006.

Your Compensation for purposes of the Plan is the amount reported on Form W-2 during the Plan Year, excluding any amount in excess of the annual dollar limit but including pre-tax contributions to a 401(k) plan, 125 cafeteria plan or pre-tax transportation plan. The annual dollar limit for 2004 is \$205,000, but this dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law. Your Compensation for Elective Deferral purposes will also exclude any amount you receive prior to becoming a Participant or while you are a member of an ineligible class of employees. In addition, any amount you receive under the following circumstances will not be considered Compensation for purposes of the Plan: (1) any amount intended as reimbursement for moving expenses; and (2) any amount received as expense reimbursements, fringe benefits, deferred compensation and welfare benefits.

Elective Deferrals made by certain highly paid employees (under law called highly compensated employees, or HCEs) may be limited under IRS rules relating to non-discrimination testing of the Plan, if applicable, and returns of excess contributions may be required.

Salary Deferral Election Forms

You can change your Salary Deferral Election form at any time. You can also suspend or cancel your Salary Deferral Election form effective 30 days after giving written notice to the Administrator.

Matching Contributions

We may elect to make a Matching Contribution to the Plan. For any Plan Year in which we do make a Matching Contribution, you will be notified of the amount allocated to your Matching Contribution Account. For certain Plan Years, we may elect to make a Qualified Matching Contribution in order to satisfy certain non-discrimination tests required by the IRS. This contribution may or may not be made for all Participants. If a contribution is made on your behalf, it will be allocated to your Qualified Matching Contribution Account, which will be 100% Vested at all times.

Non-Elective Contributions

The Employer may also make other contributions to the Plan which are called Non-Elective Contributions. These contributions are totally discretionary, including the discretion to forego a contribution for one or more Plan Years. In any Plan Year in which a Non-Elective Contribution is made the minimum contribution will be 3% of all eligible Participants' Compensation. If you are eligible to receive a share of that contribution, an amount will be allocated to your Non-Elective Contribution Account in the ratio that your Compensation bears to the total Compensation of all Eligible Participants for the Plan Year. This means that the amount allocated to your Non-Elective Contribution Account will, as a percentage of Compensation, be the same percentage of Compensation that is allocated to the Non-Elective Contribution Account of all eligible Participants.

If you are a Participant in the Plan and you are employed by us on the last day of the Plan Year in an eligible class of Employees, you will be eligible to receive a share of any Non-Elective Contribution we decide to make for that Plan Year. If you are a Participant and you terminate employment with us before

the last day of the Plan Year, and you are not in an eligible class of Employees on the date you terminate, you are not eligible to share in any Non-Elective Contribution we make for that Plan Year. If you are a Participant and you terminate employment with us before the last day of the Plan Year, and you are in an eligible class of Employees on the date you terminate, you will only be eligible to share in any Non-Elective Contribution we decide to make for that Plan Year as described below:

- (a) **Termination because of retirement:** If you terminate on or after Normal Retirement Age, you will be eligible to share in the contribution for that Plan Year regardless of the number of Hours of Service you complete during that Plan Year.
- (b) **Termination because of death:** If you terminate because of your death, you will be eligible to share in the contribution for that Plan Year regardless of the number of Hours of Service you complete during that Plan Year.
- (c) **Termination because of disability:** If you terminate because of Disability, you will be eligible to share in the contribution for that Plan Year regardless of the number of Hours of Service you complete during that Plan Year.
- (d) **Termination for other reasons:** If you terminate for reasons other than retirement, death or Disability, you will be eligible to share in the contribution for that Plan Year regardless of the number of Hours of Service you complete during that Plan Year.

For certain Plan Years, we may elect to make a Qualified Non-Elective Contribution in order to satisfy certain non-discrimination tests required by the IRS. This contribution may or may not be made for all Participants. If a contribution is made on your behalf, it will be allocated to your Qualified Non-Elective Contribution Account, which will be 100% Vested at all times.

“Safe Harbor” Non-Elective Contributions

For Plan Years beginning June 1, 2004, we intend to make a “safe harbor” Non-Elective Contribution in order to satisfy certain non-discrimination tests required by the IRS. This contribution will be made on your behalf whether or not you choose to make Elective Deferrals. This contribution will equal 3% of your Compensation for any Plan Year in which it is made. You always have a 100% Vested Interest in these contributions, and they are subject to the same restrictions on withdrawals that apply to Elective Deferrals. We will give you a written notice before the beginning of each Plan Year in which intend to make a “safe harbor” Non-Elective Contribution to the Plan.

Maximum Contribution Allocation

The IRS limits the amount that can be allocated to your Account for any Plan Year, but this limit only applies to our contributions, your Elective Deferrals, and any forfeited amounts from terminated Participants that may be allocated to your Account. The total amount of our contributions, your Elective Deferrals, and forfeitures that can be allocated to your Account for any Plan Year cannot exceed the lesser of 100% of your Compensation for the Plan Year or \$41,000 (this amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law). This allocation limitation does not apply to the amount of earnings that can be allocated to your Account, to Rollover Contributions, or to any other funds transferred to this Plan on your behalf from another qualified plan.

Top Heavy Allocations

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered top heavy. However, the Plan is exempt from providing this minimum allocation in any Plan Year in which we elect to satisfy this requirement by contributing on your behalf to another plan (if

any) that we sponsor, or in which our contribution to this Plan consists solely of a “safe harbor” Non-Elective Contribution.

If the Plan is not exempt from this minimum allocation requirement, then for each Plan Year in which the Plan is considered top heavy and in which you are a “non-key” employee who is employed by us on the last day of the Plan Year, you will receive a minimum top heavy allocation equal to the lesser of (a) 3% of your Compensation, or (b) the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are “key” employees. The top heavy minimum allocation requirement is deemed to be satisfied for any Plan Year in which we make a “safe harbor” Non-Elective Contribution to the Plan.

The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are “key” employees. A “key” employee for top heavy purposes is any employee who satisfies certain ownership requirements and any employee who is an officer and whose Compensation for the Plan Year exceeds certain limits set by the IRS.

Rollover Contributions

If you participated in another qualified retirement plan before you were employed by the Employer, you can transfer (or rollover) any distribution made to you from that plan to this Plan provided all legal requirements (and any requirements imposed by the Administrator) with respect to such a transfer are satisfied. If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Contribution Account established on your behalf. You will at all times have a 100% Vested Interest in all amounts credited to your Rollover Contribution Account.

You may withdraw up to 100% of your Rollover Contribution Account at any time prior to becoming a Participant or thereafter. The Administrator may require up to 60 days notice in advance of the requested date of withdrawal. Any amount withdrawn may be redeposited to your Rollover Contribution Account as long as it continues to qualify as a Rollover Contribution except for the fact that it originated from this Plan.

BENEFIT UPON RETIREMENT

Normal Retirement Age is the date you reach age 65. Your Account will be distributed within an administratively reasonable time after you terminate employment on or after Normal Retirement Age. However, if you continue working for us after Normal Retirement Age, you can elect to receive a distribution even though you remain employed.

Distribution from the Plan must begin no later than April 1st of the calendar year following the later of the calendar year in which you reach age 70½ or the calendar year in which you actually retire. At the time of distribution, you can elect for payment to be made in a lump sum or in installments.

BENEFIT UPON DISABILITY

If you become disabled before your Account is distributed, you are entitled to a distribution of your Account due to your termination due to disability. To be considered disabled, you must suffer a physical or mental condition according to the terms of the Employer’s long term disability policy, that totally and permanently prevents you from performing your customary duties. Your Account will be distributed within an administratively reasonable time after you terminate employment because of the disability. At the time of distribution, you can elect for payment to be made in a lump sum or in installments.

BENEFIT UPON DEATH

If you die before your Account is distributed, your beneficiary is entitled to your Account. If you are married, your spouse is designated by law to be the beneficiary of 100% of your Account. Your spouse can waive in writing his or her statutory death benefit, in which case you can name another beneficiary to receive 100% of your Vested Interest. Your beneficiary can elect to receive your death benefit in either a lump sum or in installments unless you direct through a beneficiary designation form that the benefit be distributed in a specific form.

Life insurance may be purchased by the Plan at the Administrator's election, in which case the premiums may be paid from your Account. If you die while the insurance is in force, the benefit payable to your beneficiary will include the death benefit value of the insurance. The insurance will generally be cancelled upon your retirement or other termination of employment unless you elect to purchase the insurance from the Plan for its cash surrender value.

BENEFIT UPON TERMINATION OF EMPLOYMENT

If you terminate employment before Normal Retirement Age, or if you terminate employment before you die or become disabled, you will be entitled to receive your Account. Distribution will be made within an administratively reasonable time after you terminate employment. At the time of distribution, you can elect to have payment made in a lump sum or in installments. If your Account is less than \$5,000 (disregarding rollover contributions) the Administrator can immediately distribute your Account in a single lump sum payment.

DETERMINATION OF VESTED INTEREST

You are at all times 100% vested in your Account under the Plan.

PARTICIPANT LOANS

Under certain conditions, you will be permitted to borrow from the Plan. Subject to the requirements of a Participant Loan Policy established by the Administrator, the maximum amount you can borrow is 50% of your Vested Interest or \$50,000, whichever is less. If a loan is approved, your Account must be pledged as security. Loans must generally be repaid within 5 years by equal payments made at least quarterly (or more frequently if required by the Loan Policy), but a longer repayment may be permitted for a loan used to buy your principal residence. You can obtain a copy of the Loan Policy from the Administrator.

INVESTMENT OF ACCOUNTS

You are permitted to direct how your Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account and Rollover Contribution Account will be invested. Subject to any rules or procedures established by the Administrator, you can choose from any investment alternatives approved by the Trustees, including but not limited to savings and/or money market accounts, stocks, bonds and mutual funds. You can switch between investment alternatives as often as is permitted under the investment alternatives you choose.

All earnings and losses on your directed investments will be credited directly to your Account. At the appropriate time, the Employer will provide you with more detailed information about the directed investment alternatives permitted under the terms of the Plan's investment policy.

TAX WITHHOLDING ON PLAN BENEFITS

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the applicable law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

Any distribution from this Plan that is eligible to be rolled over and that is directly transferred to another qualified retirement plan or to an individual retirement account (IRA) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be rolled over to another qualified plan or to an IRA unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you because you have reached age 70½. There are other distributions that cannot be rolled over, and you should contact the Administrator if you have questions about whether a distribution can be rolled over.

If you choose to have your Plan benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld.

You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

OTHER INFORMATION

Claims for Benefits

To make a claim for benefits, you must use the procedures described below. If you feel you are not receiving benefits to which you are entitled, you must file a written claim for benefits with the Plan Administrator. You may authorize someone (such as a family member or an attorney) to make a claim on your behalf. The Administrator will review your claim and determine whether your claim should be granted. The Administrator will notify you of its decision within 90 days after receiving your written claim. In certain cases, the Administrator may take up to an additional 90 days (for a total of 180 days) to review your claim. If the Administrator needs additional time to review your claim, you will be notified in writing within the initial 90-day period. If your claim is denied, you will receive a written or electronic notice explaining why your claim was denied. If additional information is needed, the notice will describe the information that is needed and will explain why it is needed. The notice will explain your right to request a review of the claim denial and your right to request arbitration if you request a review and your claim continues to be denied on review.

If your claim is denied, you can request a review of the denial as described below. If you do not request a review, the denial will be final, binding, and non-appealable. Your request for a review must be made in writing to the Administrator (or if we have appointed a separate Committee to oversee the Plan, to the Committee) within 60 days after you receive the Administrator's written or electronic notice of denial. If you request a review within this time period, the Administrator/Committee will review the claim and the denial and, after a full and fair review, determine whether your claim should continue to be denied. As part

of the review, you have the right to submit written comments, documents, records and other information relating to your claim. You also have the right to request copies of any records or other information relevant to your claim. These copies will be provided to you free of charge. In reviewing your claim and the Administrator's denial of your claim, the Administrator/Committee will consider all information that you have provided, whether or not the Administrator reviewed the information in deciding your claim.

The Administrator/Committee will notify you of its decision. Generally, you will receive a written or electronic notice within 60 days after the Administrator/Committee receives your written request for review. However, in certain cases, the Administrator/Committee may need additional time to review your claim. If additional time is needed, the Administrator/Committee may take up to an additional 60 days (for a total of 120 days) to review your claim. If the Administrator/Committee needs additional time to review your claim, you will be notified in writing within the initial 60-day period. Also, if the Administrator/Committee meets once every calendar quarter (or more often), it may wait until its next regularly scheduled meeting (or the regularly scheduled meeting following the next regularly scheduled meeting, if your request is not received more than 30 days prior to the next regularly scheduled meeting) to review your claim.

If special circumstances require an extension, you will receive a written notice within the initial period. If the extension is needed because you have not given the Administrator/Committee information it needs to review your claim, then the time period for the Administrator/Committee to review your claim may be suspended (i.e., not run) until you provide the requested information. If your claim is denied on review, you will receive a written or electronic notice explaining why your claim was denied. The notice will explain your right to receive, upon request and free of charge, copies of any documents and other information relevant to your claim. The notice also will explain your right to request arbitration. If your claim is denied on review by the Administrator/Committee, you can request arbitration as described below. If you do not request arbitration, the Administrator/Committee's decision will be final, binding and non-appealable.

A written request for arbitration must be filed with the Administrator/Committee within 15 days after you receive the Administrator/Committee's decision. If a request for arbitration is timely filed, you and the Administrator/Committee will each name an arbitrator within 20 days after the Administrator/Committee receives your written request for arbitration. The two arbitrators will jointly name a third arbitrator within 15 days after their appointment. If either party fails to select an arbitrator within the 20 day period, or if the two arbitrators fail to select a third arbitrator within 15 days after their appointment, then the presiding judge of the county court (or its equivalent) in the county in which the principal office of the Sponsor is located will appoint such other arbitrator or arbitrators. The arbitrators must render a decision within 60 days after their appointment. The losing party must pay all costs of arbitration unless the decision is not clearly in favor of one party or the other, in which case the costs would be allocated as the arbitrators decide. The decision of the arbitrators is final, binding, and non-appealable.

Non-Alienation of Benefits

In general, your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. There are two exceptions: (1) your Account must be pledged as collateral for a loan from the Plan; and (2) if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your Account be transferred to another person (usually your ex-spouse or your children). The Plan has a procedure for processing domestic relations orders, which you can obtain from the Administrator free of charge.

Amendment or Termination

Although the Plan is intended to be permanent, the Employer can amend or terminate it at any time. Upon termination, all Accounts will be distributed. If the Plan is amended or terminated, each Participant and each beneficiary receiving benefits will be notified in writing.

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the Employee Retirement Income Security Act do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

Missing Payees or Beneficiaries

If the Administrator notifies a Participant or beneficiary that he or she is entitled to receive a benefit from the Plan and the Participant or beneficiary fails to make his or her whereabouts known in writing to the Trustee or Administrator or otherwise fails to claim the benefit, the benefit will be (1) treated as a forfeiture; or (2) directly rolled to an IRA established by the Administrator on behalf of the missing Participant or beneficiary; or (3) escheated to the State of Virginia.

STATEMENT OF ERISA RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites, all Plan documents, including insurance contracts, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- (c) 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.
- (d) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (as defined elsewhere in this summary) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

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

If your claim for a pension benefit 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 that is denied, in whole or in part, you have the right to use the Plan's claim procedures to request review of the claim and to request arbitration if your claim continues

to be denied (in whole or in part) on review. If your claim for benefits is ignored, you may file suit in a state or Federal court.

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

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.