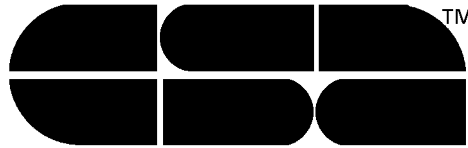
Voluntary
Group Insurance

Employee Benefit Booklet

Short Term Disability Benefits

Administered By:



This certificate of insurance may not provide all of the benefits and protection provided by law in Arizona. Please read this certificate carefully.

FORT DEARBORN LIFE INSURANCE COMPANY
Cleveland, Ohio

Mesa Unified School District #4

Group Number: SA03260

CLASS I

FORT DEARBORN LIFE INSURANCE COMPANY
Chicago, Illinois

Administrative Office: 20445 Emerald Parkway, Suite, 400 • Cleveland, Ohio 44135
800-544-9000 • Fax Number (216) 898-0678

MERGER CERTIFICATE

Policyholder: As shown on the application for group insurance

Policy/Group Number: As shown on the group insurance policy

Effective 12/31/04, at 11:59 p.m., the following change is hereby made to the above referenced policy/certificate:

All references to Medical Life Insurance Company are changed to Fort Dearborn Life Insurance Company.

The effect and intent of this MERGER CERTIFICATE is to certify that, pursuant to the terms of a Plan and Agreement of Merger (the "Merger Agreement") providing for a Merger of Medical Life Insurance Company, an Ohio stock insurance corporation, into and with Fort Dearborn Life Insurance Company, an Illinois stock insurance corporation, principally located at 300 East Randolph Chicago, Illinois 60601, and the Administrative Office located at 20445 Emerald Parkway, Suite, 400, Cleveland, Ohio 44135. Pursuant to the Merger Agreement, the existence of Medical Life Insurance Company will terminate as of 11:59 p.m. on 12/31/04 which is the effective date of the merger.

All terms and conditions of the Policy or certificates issued under the Policy, if group coverage, remain unchanged except that Fort Dearborn Life Insurance Company assumes all of the obligations due and rights owed to Medical Life Insurance Company under the Policy and any certificates issued under the Policy if group coverage.

All claims and suits or actions on the Policy shall be directed to Fort Dearborn Life Insurance Company at 20445 Emerald Parkway, Suite, 400, Cleveland, Ohio 44135. Premium payments should be directed in the same manner as current payment process.

All lawsuits may be served upon Fort Dearborn Life Insurance Company either at its principal office located at 300 E. Randolph St., Chicago, Illinois, 60601 or at its administrative office located at 1020 31st Street, Downers Grove, Illinois, 60515 with attention to: General Counsel.

This Merger Certificate forms part of your policy/certificate and should be attached thereto.

IN WITNESS WHEREOF, Fort Dearborn Life Insurance Company, an Illinois stock insurance company, has caused this Merger Certificate to be executed and attested to effective 12/31/04.

Secretary President

1-595-804

MEDICAL LIFE INSURANCE COMPANY
(herein called We, Us, Our)
20445 Emerald Parkway, Suite 400 • Cleveland, Ohio
1-800-692-1400

CERTIFICATE

We agree to pay benefits subject to the provisions, definitions, limitations and conditions of the group Master Policy (herein called the Policy). The Policy, Group Policy Series T0003, is a contract issued by Medical Life Insurance Company to the Financial Services Trust (herein called the Trust).

This is your certificate of coverage. It is not valid unless accompanied by a copy of your signed Enrollment Form. This certificate replaces any group certificate previously issued under the Policy. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law.

PLEASE READ CAREFULLY

If you have any questions, please contact the Benefits Administrator at your place of employment or write to Us. We will assist you in any way we can to help you understand your benefits.

President

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Schedule of Benefits

Amendment Effective Date: 10/01/2012

Class I All eligible employees

Voluntary Short Term Disability Weekly Benefit

You may elect from the benefit levels outlined below, provided the monthly disability benefit of the level selected does not exceed 66-2/3% of your regular monthly salary from Mesa Public Schools.

Your short-term disability benefit shall be the amount you selected when you enrolled and is set forth on the copy of your signed enrollment form which accompanies this certificate.

If your gross Annual Salary is at least	Monthly Benefit	Monthly Cost
$6,480	$360	$5.76
$9,180	$510	$8.16
$13,500	$750	$12.00
$18,000	$1,000	$16.00
$21,600	$1,200	$19.20
$27,000	$1,500	$24.00
$30,600	$1,700	$27.20
$36,000	$2,000	$32.00
$40,500	$2,250	$36.00
$45,000	$2,500	$40.00
$49,600	$2,750	$44.00
$54,000	$3,000	$48.00
$72,000	$4,000	$64.00
$90,000	$5,000	$80.00
$108,000	$6,000	$96.00
$126,000	$7,000	$112.00
$144,000	$8,000	$128.00

Benefits begin on -

1st day hospital:	No
Day of accident:	1st
Day of sickness or pregnancy:	8th
Maximum number of weeks payable:	26

Definitions

Accident or **Accidental** means an event that is sudden, unexpected and unintended and over which you have no control.

Actively at Work or **Active Work** means that you are:

1. performing the normal duties of your occupation; and
2. working the number of hours shown in the Application.

You will be considered Actively at Work if you were actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled work days);
2. a holiday (except when such holiday is a scheduled work day);
3. a paid vacation;
4. any non-scheduled work day.

Application means the document showing the eligibility requirements and other relevant information pertaining to the plan of insurance for which the Policyholder applied. Application also means any subsequent amendments to the Application.

Basic Weekly Income means the weekly compensation you earn from your normal occupation. It does not include earnings from overtime, bonuses, or any other form of extra pay. However, if your compensation is based in whole or in part on commissions, Basic Weekly Income will include the weekly average paid in commissions during the preceding 12-month period.

Contributory means you pay all or a part of the cost of this insurance.

Employee means a person who is employed by the Policyholder and is paid for such services by salary or wages (except in the case of a proprietor or partner). Such employment must be at the principal place of business of the employer or an established branch office.

Injury means bodily injury which results directly from an Accident and independently of all other causes. The injury must occur and the disability must begin while you are insured under the Policy.

Male pronoun whenever used includes the female.

Physician means your attending physician other than your spouse, parent, child, brother or sister.

Policyholder means the Employer to whom the Policy was issued.

Pregnancy shall include childbirth, miscarriage and complications of pregnancy. Pregnancy shall be covered as any other Sickness.

Sickness means illness or disease. Disability must begin while you are insured under the Policy.

Total Disability or **Totally Disabled** means that you, as a result of Injury or Sickness, are unable to perform the material and substantial duties of your occupation.

Waiting Period means the number of days you must be Actively at Work in an eligible class before you become eligible for insurance. The Waiting Period is set forth in the Application.

Eligibility and Effective Date Provisions

Eligibility Requirements

An Employee is eligible for Voluntary Short Term Disability coverage if he:

1. is a member of a class described in the Application; and
2. works the number of hours set forth in the Application; and
3. has satisfied the Waiting Period, if any.

Open Enrollment: Each year a period of time, to be mutually agreed upon between the Policyholder and Medical Life, will be

designated as Open Enrollment. Employees may enroll for Voluntary Short Term Disability coverage during the Open Enrollment without evidence of insurability as follows:

1. Employees who have not previously enrolled in the Voluntary Short Term Disability program may enroll; or
2. Employees who have previously enrolled in the Voluntary Short Term Disability program may request a change in their weekly benefit amount.

Enrollment and Employee Effective Dates

This coverage is Contributory, and all effective dates are subject to the following conditions:

1. the Employee must be Actively at Work on the effective date of any initial or increased coverage; and
2. he must have paid or agreed to pay the applicable premium.

Employees who were hired prior to the Policy Effective Date may enroll for Voluntary Short Term Disability coverage during the initial enrollment period, and coverage will be effective on the Policy Effective Date. If an Employee declines coverage during the initial enrollment, he must wait until the next Open Enrollment to enroll.

An Employee hired on or after the Policy Effective Date may enroll for Voluntary Short Term Disability coverage during the Waiting Period. Coverage will become effective on

the day following completion of the Waiting Period. If the employee does not enroll during the Waiting Period, he must wait until the next Open Enrollment to enroll.

All new coverage or changes in weekly benefit amounts elected during Open Enrollment will become effective on the October 1st following the Open Enrollment.

Deferred Effective Date

If an Employee is not Actively at Work on the day his insurance coverage would otherwise begin, his insurance will begin on the first of the month following the day he is again Actively at Work.

Insuring Provisions

The Benefit

We will pay benefits to you if you become Totally Disabled while insured under the Policy. The weekly benefit amount is the amount you selected on your enrollment form. The day benefits begin and the maximum benefit period are set forth in the Schedule of Benefits. Premium payments are required during the benefit period.

Unless Periods of Total Disability are separated by your return to Active Work for at least two consecutive weeks, successive periods of Total Disability resulting from Injuries received in any one Accident or from any one Sickness or related Sicknesses will be considered one period of Total Disability.

Pre-Existing Condition Exclusion

Benefit amounts selected at initial enrollment, as well as increases selected during subsequent Open Enrollment periods, will be subject to this provision.

"Pre-existing Condition" means a Sickness or Injury for which you received treatment within 12 months prior to your effective date.

We will not cover any Total Disability:

1. which is caused or contributed to by, or results from a Pre-existing Condition; and
2. which begins in the first 12 months after your effective date.

"Treatment" means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.

Limitations

The insurance under the Policy does not apply to Disability:

1. due to injury or Sickness arising out of or in the course of any employment for wage or profit; or
2. for which the Insured is entitled to benefits under any Workers' Compensation or similar law; or
3. for any period during which the Insured is not being regularly treated by a Physician; or
4. due to any intentionally self-inflicted Injury, suicide or attempted suicide, while sane or insane, or the voluntary taking of any drugs unless taken as prescribed by a physician; or
5. due to bodily Injury sustained as a result of the Insured's commission of or attempt to commit an assault or felony.

(Amended by VSTD-99-Amend)

Payment of Benefits

We will make benefit payments at regular intervals occurring at least as often as once every two weeks. If benefits are due for a period of less than one (1) week, payments will be made at a daily rate of 1/7th the weekly benefit.

Short Term Disability benefits will cease on the earliest of:

1. the date you are no longer Totally Disabled; or
2. the end of the maximum benefit period; or
3. the date on which you begin to receive benefits under any retirement plan sponsored by the Policyholder; or
4. the date of your death.

Physical Examination

We may examine you at our expense at any reasonable time upon receipt of a claim.

Termination Provisions

Termination of Employee Coverage

Insurance coverage will end on the earliest of:

1. the date you are no longer in an eligible class; or
2. the date the Policy is cancelled or amended so as to terminate insurance for the class to which you belong; or
3. the date you stop making any required contribution toward payment of premiums or request cancellation of your voluntary coverage; or
4. the end of the insurance month following the date employment terminates. Cessation of Active Work will be deemed termination of employment, except if you are totally disabled and premium payments continue to be made when due.

Termination of Employee coverage due to cancellation of the Policy shall not prejudice any claim due to a loss which was incurred while the Policy was in force.

If coverage ends due to termination of employment and you later return to Active Work, you must meet all the requirements of a new Employee.

General Provisions

Entire Contract

The Policy, the Application, and the Enrollment Forms of the Insureds are considered to be the entire contract.

Statements

We consider any statements made by the Policyholder or any Insured, in the absence of fraud, to be representations and not warranties. No representation by:

1. the Policyholder in applying for this Policy will make it void unless the representation is contained in the Application; or
2. any Employee in applying for insurance under this Policy will be used to reduce or deny a claim unless a signed copy of the Application for insurance is or has been given to the Employee.

Legal Action

No action at law or in equity may begin prior to 60 days after we receive valid written proof of loss. No such action may begin after three (3) years from the day written proof of loss was required.

Workers' Compensation

This coverage does not replace or change any requirement for coverage under any Workers' Compensation or similar law.

Notice of Claim/Claim Forms

If you incur a loss that may result in a claim for benefits under the Policy, written notice must be given to Us at Our home office. This must be done within 20 days after the covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice must contain enough information to identify the claimant.

When we receive written notice of a claim, we will send you forms with which to file proof of loss. If these forms are not given to you within 15 days, you will be excused from filing the forms provided you send Us written proof of loss detailing the occurrence, the character and extent of the loss for which claim is made.

Proof of Loss

We must receive written proof of loss within 90 days after the date of the loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible, failure to furnish proof of loss within 90 days will not invalidate or reduce any claim. However, except in the absence of legal capacity, proof of loss must be furnished no later than one (1) year from the date such proof is required.

Partial Disability Benefit Rider

This Rider is a part of the Short Term Disability provision of the Certificate to which it is attached. It is subject to all the terms of the Policy which are not in conflict with the terms of this Rider.

We will pay a Partial Disability Benefit if we receive proof that You are Partially Disabled following a period of Total Disability which has continued for at least 30 days. Receipt of a Partial Disability Benefit will not extend the Maximum Benefit Period shown in the Schedule of Benefits.

Partial Disability or **Partially Disabled** means You are working, but as a result of the Injury or Sickness which caused Total Disability, You are:

1. able to perform one or more, but not all, of the material and substantial duties of Your occupation on a full time or part time basis; or
2. able to perform all of the material and substantial duties of Your occupation on a part time basis; and
3. are earning less than 80% of Your Pre-disability Earnings at the time the Partial Disability employment begins.

You will no longer be considered Partially Disabled under this Rider when You are able to increase Your current earnings by increasing the number of hours You work or the number of duties You perform in Your occupation but You do not do so.

Pre-Disability Earnings means Your Basic Weekly Wage in effect immediately prior to the date Total Disability begins.

The Partial Disability Benefit will be the lesser of:

1. the Maximum Weekly Benefit shown in the Schedule of Benefits; or
2. Your Pre-disability Earnings minus Your Partial Disability income.

Partial Disability Benefits will cease on the earliest of:

1. the date Your earnings exceed 80% of Your Pre-disability Earnings; or
2. the date You are no longer Partially Disabled; or
3. the end of the Maximum Benefit Period; or
4. the date of which You begin to receive benefits under any retirement plan sponsored by the Policyholder; or
5. the date You die.

President

Amendment

This Amendment is a part of the Certificate to which it is attached and is subject to all the provisions of the Policy not in conflict with the provisions of this Amendment.

Continuity of Coverage upon Transfer of Insurance Carriers

Disability Due to a Pre-existing Condition:

Benefits may be payable for a Total Disability due to a Pre-Existing Condition if the Insured:

1. was insured by the prior carrier at the time of transfer; and
2. was in active employment and insured under this plan on its effective date.

Such benefits will be determined as follows:

1. We will apply this plan's pre-existing condition exclusion. If the Insured qualifies for benefits, he will be paid according to this plan's benefit schedule.
2. If the Insured cannot satisfy this plan's pre-existing condition exclusion, we will apply the prior carrier's pre-existing condition exclusion.

If the Insured satisfies the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time insured under both plans, he will be paid according to the lesser of this plan's benefit schedule or the prior carrier's benefit schedule.

If the Insured cannot satisfy the pre-existing condition exclusion of this plan or that of the prior carrier, no benefit will be paid.

Nothing contained in this Amendment shall be held to alter or affect any provision or condition of the Policy other than as stated above.

ERISA INFORMATION STATEMENT*

The benefits described in your certificate are insured by a Policy issued by Fort Dearborn Life Insurance Company ("FDL"), pursuant to an Employee Welfare Benefit Plan (" the Plan") established by your employer. This ERISA Information Statement ("EIS") describes some of the key provisions of the Plan in effect as of the Effective Date of the Policy. In particular, you are advised that under the Plan, FDL has been designated the Plan Administrator.

It is not the intention of the EIS to cover all situations that may arise, but to provide you with a general understanding of your benefits. In the case of any item not covered by the EIS or in the event of any conflict between the EIS and the Policy, the Plan will always control. You should not rely on any oral explanation, description, or interpretation of the Plan because the written terms of the Plan will govern. Your right to any benefit depends on the actual facts and terms and conditions of the particular Plan; no rights accrue by reason of or arising out of any statement shown in or omitted from this EIS.

A. ADMINISTRATION OF THE PLAN

The Plan Administrator is responsible for the administration of the Plan. The Plan Administrator has full discretionary authority and control over the Plan. This authority provides the Plan Administrator with the power necessary to operate, manage and administer the Plan. This authority includes, but is not limited to, the power to interpret the Plan and determine who is eligible to participate, to determine the amount of benefits that may be paid to a participant or his or her beneficiary, and the status and rights of participants and beneficiaries. The Plan Administrator also has the authority to prescribe the rules and procedures under which the Plan shall operate, to request information, and to employ or appoint persons to aid the Plan Administrator in the administration of the Plan.

Failure by the Plan or the Plan Administrator to insist upon compliance with any provisions of the Plan at any time or under any set of circumstances shall not operate to waive or modify the provision or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same. No waiver of any term or condition of the Plan shall be valid unless contained in a written memorandum expressing the waiver and signed by the person authorized by the Plan Administrator to sign the waiver.

The Plan may be amended, terminated or suspended in whole or in part, at any time without the consent of the employees or beneficiaries. Any amendment, termination or suspension shall be in writing, and attached to the Plan. Any amendment, termination or suspension shall be executed according to the Employer's authorized procedures. Any such authorization may be specific to the Plan or persons authorized to act on behalf of the Employer or may be general as to duties of such person. Except for termination or suspensions, any amendments affecting the Policy and/or Certificate must also be approved in writing by an officer of FDL and shall be effective as of the date agreed to, in writing by the Plan Sponsor and FDL. Notwithstanding anything to the contrary in this document, the Policy shall terminate according to the provisions in the Policy.

The Plan has other fiduciaries, advisors and service providers. The Plan Administrator may allocate fiduciary responsibility among the Plan's fiduciaries and may delegate responsibilities to others. Any allocation or delegation must be done in writing and kept with the records of the Plan. The Plan's life benefits are provided pursuant to an insurance policy issued to the Company. FDL's (the Insurer's) services shall be limited to, and the Plan Administrator has the full discretionary and final the authority to:

- resolve all matters when a review pursuant to the claims procedures has been requested;
- interpret, establish and enforce rules and procedures for the administration of the Policy and any claim under it; and
- determine eligibility of Employees and Dependents for benefits and their entitlement to and the amount of benefits.

* If this Plan is an ERISA plan, these ERISA provisions apply. However, your employer may issue a Summary Plan Description ("SPD"). If it does, and if there are any conflicts between the SPD and the EIS in regards to your ERISA rights, the SPD provisions will always control.

Each fiduciary is solely responsible for its own improper acts or omissions. Except to the extent required by ERISA, no fiduciary has the duty to question whether any other fiduciary is fulfilling all of the responsibilities imposed upon the other fiduciary by law. Nor is a fiduciary liable for a breach of fiduciary duty committed before it became, or after it stopped being, a fiduciary. However, a fiduciary may be liable for a breach of fiduciary responsibility of any Plan fiduciary, to the extent provided in ERISA Section 405(a). The Employer makes no promise to continue these benefits in the future and rights to future benefits will never vest. Retirement does not give any retiree any vested right to continue to participate or receive Plan benefits.

B. CLAIMS PROCEDURE: Disability Insurance Plans

When you or your Beneficiary are eligible to receive benefits, you or your Beneficiary, or your authorized representative (collectively, "you") must notify the Plan Administrator by submitting the proper form. You may do this by sending notice of your claim to the Plan Administrator who has been appointed to assist FDL in the claims processing for this Plan or by contacting FDL directly at:

Claims Department

Fort Dearborn Life Insurance Company

1020 31st Street

Downers Grove, IL 60515-5591

1-800-348-4512

FDL will give you a written response to your claim, usually within 45 days. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, FDL notifies you in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If the extension is due to your failure to submit information necessary to decide your claim, the time for decision shall be tolled from the date on which we send you notice of the extension until the date we receive your response to our request. This period will be no longer than 45 days after we have requested the information. At that time we will decide your claim based on the information we have at that time.

If the claim is denied, in whole or in part, you will receive a written notice giving the following:

- the reason for the denial;
- the Policy provisions on which the denial is based;
- an explanation of what other information, if any, may be needed to process the claim and why it is needed;
- the steps that you have to follow to have the claim reviewed;
- a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal
- our decision and after you receive a written denial on appeal; and
- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion; or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request; and
- if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

If the claim has been denied, in whole or in part, you can appeal the denial to us for a full and fair review. You have at least 180 days to appeal from the claim denial.

* If this Plan is an ERISA plan, these ERISA provisions apply. However, your employer may issue a Summary Plan Description (“SPD”). If it does, and if there are any conflicts between the SPD and the EIS in regards to your ERISA rights, the SPD provisions will always control.

You may:

a. request a review upon written application within 180 days of the claim denial;

b. request, free of charge, copies of all documents, records and other information relevant to your claim; and

c. submit written comments, documents, records and other information relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

FDL will make a decision no more than 45 days after we receive your appeal. The time for decision may be extended for one additional 45 day period provided that, prior to the extension, FDL notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for your decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request. The written decision will include specific references to the Plan provisions on which the decision is based and any other notice(s), statement(s) or information required by applicable law.

C. ERISA NOTICE OF YOUR 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 shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other locations, such as work sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each participant with a copy of this summary annual report.

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employers, your union, or any other persons, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare 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 your rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file a suit in 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 Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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 federal court. The court will decide who should pay 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 this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit

* If this Plan is an ERISA plan, these ERISA provisions apply. However, your employer may issue a Summary Plan Description (“SPD”). If it does, and if there are any conflicts between the SPD and the EIS in regards to your ERISA rights, the SPD provisions will always control.

Security Administration, United States Department of Labor, 200 Constitution Avenue, NW Washington DC 20210.

D. PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Company and any participant or to be consideration or an inducement for the employment of any participant or employee. Nothing contained in this Plan shall be deemed to give any participant or employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any participant or employee at any time regardless of the effect which such discharge shall have upon him or her as a participant of this Plan.

* If this Plan is an ERISA plan, these ERISA provisions apply. However, your employer may issue a Summary Plan Description ("SPD"). If it does, and if there are any conflicts between the SPD and the EIS in regards to your ERISA rights, the SPD provisions will always control.