
**COASTAL CRAFTSMEN
Employee Stock Ownership Plan
As Amended and Restated
Effective as of January 1, 2003**

Summary Plan Description

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IMPORTANT INFORMATION ABOUT YOUR PLAN

There is certain general information, which you may need to know about your Plan. This information is being provided to you pursuant to federal law.

General Plan Information

The name of your Plan is the Coastal Craftsmen Employee Stock Ownership Plan.

This Plan is an Employee Stock Ownership Plan.

The Plan Number assigned to this Plan is 002.

The Effective Date of the Plan is January 1, 2003.

The Plan Year is the twelve-month period ending on December 31st.

The Plan Sponsor is Coastal Craftsmen Aluminum, Inc.

The Sponsor's Employer ID# is: 59-2405378

The participating Employers are:

- (1) Coastal Craftsmen Aluminum, Inc., and
- (2) Florida Enclosure Systems, Inc.

Plan Sponsor and Plan Administrator Information

Coastal Craftsmen Aluminum, Inc.

15046 Labor Place

Hudson, Florida 34667

727-861-5029

Plan Trustee Information

The name of your Plan's Trustees is:

Kristy Kelly

The principal place of business of your Plan's Trustees is:

Coastal Craftsmen Aluminum, Inc.

2401 Corporate Blvd.

Brooksville, Florida 34604

Service of Legal Process

The name and address of your Plan's agent for service of legal process:

Plan Administrator

Coastal Craftsmen Aluminum, Inc.

15046 Labor Place

Hudson, Florida 34667

Legal process may also be made upon the Trustee.

INTRODUCTION

The Coastal Craftsmen Employee Stock Ownership Plan, known as the ESOP (“Plan”) was adopted by the Board of Directors of each (i) Coastal Craftsmen Aluminum, Inc. (the “Company”), and (ii) Florida Enclosure Systems, Inc. (the “Participating Employer”) so that you and all eligible employees could become owners of Coastal Craftsmen Aluminum, Inc. without having to invest your own money to purchase stock. The Plan was originally established effective as of January 1, 2003, and has been amended and restated effective as of January 1, 2003.

This Summary Plan Description will tell you important information about how it works. Read this Summary Plan Description (“SPD”) carefully because it explains your rights, benefits and obligations as a Participant or beneficiary under the ESOP. You may also examine the Plan itself, which sets forth and governs your rights, benefits and obligations, and you may examine any other Plan documents. Finally, we encourage you to contact Company representatives if you have further questions about the Plan.

This SPD will tell you about the terms and conditions of the ESOP, including information about:

- ◆ how you become eligible to participate,
- ◆ how much the Company contributes,
- ◆ how your share of Company contributions is determined,
- ◆ when you become entitled to receive benefits,
- ◆ when you receive benefits,
- ◆ how you claim your benefits,
- ◆ who is responsible for administering this plan,
- ◆ your rights under the Employee Retirement Income Security Act of 1974 (“ERISA”).

Like other employee benefit plans, Plan funds are held in trust for the exclusive benefit of the Plan participants. The ESOP must, by law, be operated at all times and in all respects in a prudent and non-discriminatory manner for the exclusive purpose of providing benefits to participants in order to qualify as an Employee Stock Ownership Plan. ESOPs are generally similar to and subject to the same broad rules as other types of employee benefit plans like profit sharing or 401(k) plans. However, there are some major differences.

- ◆ The ESOP invests primarily in Company stock rather than in a diversified portfolio of assets.
- ◆ The ESOP can borrow money from the Company or an outside lender to acquire a significant block of Company stock.
- ◆ There are some special rules about when and how you will receive your vested account balance.
- ◆ No employee contributions or salary deferrals are required or permitted.

This Plan does not replace benefits under any other company pension plans, profit-sharing plans or social security. Benefits under the ESOP are in addition to any other benefits you may be entitled

to receive under social security or other pension plans or profit-sharing plans. Benefits from these other sources are not covered in this SPD.

This booklet is intended as a brief summary of the provisions currently in effect for the Plan. Please take some time to review this booklet. Since it is not always possible to timely reprint a new SPD to reflect changes or future amendments, you should contact the Plan Administrator as you finalize your plans for retirement to be sure that you are aware of any changes. A more complete description is set forth in the Plan document. In the event that this SPD conflicts with the Plan, the text of the Plan and related Trust Agreement will govern. Copies of these documents are available for your inspection. If you have any questions about this important benefit, please contact the Plan Administrator.

ELIGIBILITY AND PARTICIPATION

You are eligible to join the Plan if you:

- ◆ Are employed by the Company, the Participating Employer, or any other participating affiliate or subsidiary
- ◆ Have reached age 19;
- ◆ Completed 1,000 Hours of Service during your first full 12 months of employment or subsequent Plan Year, and
- ◆ Are not covered by a collective bargaining agreement excluding you from participation in this Plan.

You begin to participate in the Plan as of the coinciding or next January 1st or July 1st of the Plan Year in which you meet these eligibility requirements.

If you were a Participant in the 401(k) plan sponsored by the Company as of January 1, 2003, you shall be eligible to participate in the Plan as of January 1, 2003. Moreover, for Plan Years beginning after December 31, 2002 and before January 1, 2005, you shall be eligible to participate in the Plan following the completion of six (6) months of employment.

SERVICE

Under the Plan, the term "Year of Service" is used to determine your vesting credit and whether or not you receive a contribution.

A Year of Service means a Plan Year in which you receive credit for 1,000 Hours of Service. You get credit for an Hour of Service for each hour that you are paid or entitled to be paid for services to the Company, including vacation, holiday, illness, disability, lay-off, jury duty, temporary military duty, or leave of absence. You may also get credit for an Hour of Service pursuant to one of the equivalencies that are outlined in the Plan document. You will not receive credit for more than 501 Hours of Service for any time for which you receive pay but do not perform duties. You will receive credit commencing with the later of the date you first performed an Hour of Service or the effective date of the Plan.

A Break-in-Service occurs when there is a Plan Year in which you receive credit for 500 or fewer Hours of Service.

CONTRIBUTIONS TO THE PLAN

Each year the Company determines how much to contribute to the ESOP. All Company contributions are paid to a Trust Fund established on behalf of Plan participants and beneficiaries. Contributions can be made in cash or Company stock. No part of the Trust Fund may be used for, or diverted to purposes other than, the exclusive benefit of Plan participants and their beneficiaries.

You are not permitted to make contributions to the ESOP.

STOCK IN THE PLAN

The Company can contribute stock to the Plan either by a direct contribution of shares, a contribution of cash to purchase shares, or through release of shares as a result of payment made on an acquisition loan.

An ESOP may use an “acquisition loan” to borrow money to buy Company stock. There can be more than one acquisition loan outstanding at any time. No individual can be made responsible or liable for an acquisition loan—it is solely an obligation of the Plan.

If stock is contributed directly or purchased with cash, it is allocated to individual Plan accounts in the year it is contributed. If the Plan receives a contribution from the Company to repay an acquisition loan, some of the Company stock purchased with the acquisition loan is allocated to individual Plan accounts.

When an acquisition loan is initiated, all stock purchased through the loan is held in an account called the “Unallocated Stock Suspense Account”. As the ESOP repays the loan, a portion of the stock is released from the Unallocated Stock Suspense Account and allocated to individual participant accounts. The total of these allocated shares and the shares in the Unallocated Stock Suspense Account should always equal the number of shares that were originally purchased with the acquisition loan, as adjusted for distributions to Plan participants.

YOUR PLAN ACCOUNT

The Trustee maintains an individual account for each Plan participant. This does not mean that your portion of the Trust Fund is kept separately from other Plan participants’ portions. Your individual account is used to determine the number of shares and / or the amount of cash you will receive when you become entitled to a distribution from the Trust Fund. The section of this document entitled "Benefit Distributions" describes when and how you will receive your portion of the Trust Fund.

Your individual account will reflect your portion of:

- ◆ Company contributions to the ESOP;
- ◆ allocations of shares of Company stock resulting from use of Company contributions or dividends to repay acquisition loans;
- ◆ the profits and/or losses of the Trust Fund resulting from Plan investments and/or expenses;
- ◆ dividends or distributions, if any, on Company stock paid to the Trust Fund; and
- ◆ forfeitures to be allocated among participants.

ALLOCATION OF COMPANY CONTRIBUTIONS

After meeting the Plan eligibility requirements, you are eligible to share in Company contributions and forfeitures to the ESOP in each Plan Year that you meet the allocation requirements. You must complete one Year of Service to become an eligible participant in the Plan.

Allocation Requirement: In order to receive an allocation of Company contributions for the Plan Year you must complete 1,000 Hours of Service (about ½ time) and must be employed on the last day of the Plan Year. However, if you retire after the Plan's Normal Retirement Date, die or become disabled during the Year, you do not have to be employed on the last day of the Plan Year to receive a contribution.

You will receive an allocation to your individual account of Company contributions and forfeitures (and resulting releases of Company stock) during each Plan Year in which you meet the eligibility and allocation requirements. Your share is the proportion that your eligible Compensation during the Plan Year bears to the eligible Compensation of all Plan participants eligible to receive an allocation during the Plan Year. Your Compensation in excess of \$205,000 is not eligible Compensation and therefore is ignored.

Compensation means the taxable compensation you receive during the calendar year that is reportable by the Employer on your Form W-2, plus amounts you contribute under any salary reduction agreement for a cafeteria plan, 401(k) plan or transportation fringe benefit plan or other plans as permitted or required under IRS regulations.

By way of example, if your Compensation during a Plan Year is \$40,000 and all Plan Participants together have total compensation of \$2,000,000, your account will be credited with \$40,000/\$2,000,000 or two percent (2%) of the total Company contributions, forfeitures and allocations of Company stock to be credited for that Plan Year. If the total allocation for that plan year is 100 shares, then you would receive 2 percent or 2 shares.

Example:

$$100 \text{ shares} \times \$40,000 / \$2,000,000 = 2 \text{ shares}$$

LIMITS ON CONTRIBUTIONS

The total contribution by the Company to all defined contribution plans, including ESOPs, profit-sharing and 401(k) plans on behalf of any Plan participant, is limited by Internal Revenue Code Section 415 to the lesser of 100 percent of a participant's compensation or \$41,000. If your ESOP contribution is affected by this limitation, the Plan Administrator will notify you.

VALUE OF YOUR ACCOUNT

Each account will be valued at the end of the Plan Year. The value of Coastal Craftsmen Aluminum, Inc. shares is determined each year by an independent appraiser.

For Company stock accounts, you will have gains or losses from two sources. First, you may have gain or loss based upon changes in the value of Company stock in your account during each Plan Year. Second, you may have gains from dividends or distributions (if any) received by the Plan on the Company stock in your account.

For cash accounts, your individual account balance at the beginning of the Plan Year is credited with a proportionate share of Trust Fund profits or losses during the Year. For example, if you have a cash account balance with a fair market value of \$4,000 at the beginning of a Plan Year and all Plan participants together have cash account balances with a fair market value totaling \$400,000, your individual account will be credited with \$4,000/\$400,000 or one percent (1%) of Trust Fund profits or losses for that Plan Year.

VESTING

Vesting refers to how long you must work for the Company for your Plan accounts to be non-forfeitable and for you to have an irrevocable interest in your Plan benefits. Your benefits under the ESOP vest according to the following schedule:

Years of Service	% Vesting
Less than 3	0%
3	20%
4	40%
5	60%
6	80%
7 or more	100%

For purposes of determining vesting of your accounts, you will receive credit for Years of Service earned prior to January 1, 2003 – up to a maximum of 2 years.

Your benefits under the ESOP also become 100 % vested and non-forfeitable upon your retirement after your Normal Retirement Date or if you die or become permanently disabled while still employed with the Company.

Your Normal Retirement Date is the day you reach age 65, or, if later, the fifth anniversary of the date you began to participate in the Plan.

The vesting percentage applies to the amount allocated to you in your individual Plan account. If you are fully vested, your entitlement to the value of the assets in your individual Plan account cannot be reduced except by distributions to you from the ESOP. Of course, the value of the assets in your individual Plan account can change based upon gains or losses in the fair market value of the assets. Nothing you do, other than failure to complete the Years of Service vesting requirements, will cause you to forfeit any benefits under the ESOP.

FORFEITURES

Should you leave employment with the Company before you are 100% vested, the non-vested portion of your benefit will remain in the Plan, but no further Company contributions or forfeitures shall be made to your account. Upon completion of a Break-in-Service of five or more consecutive years, you will lose, or forfeit, the non-vested portion of your benefit. The forfeited shares are then reallocated to the accounts of remaining Plan participants at the end of the following Plan Year. Forfeitures are allocated to active participants in the same way as Company contributions.

RE-EMPLOYMENT

If you are reemployed and were a Plan participant, you will again become a participant in the Plan immediately following your reemployment date.

Your vesting status under the Plan depends on whether you were vested at the time you left and the length of your separation.

- If you were partially or fully vested at the time you left, the amount of vesting service you had before termination will be reinstated. However if you have a Break-in-Service of five or more consecutive years, your years of service after the Break will not be used to increase the vesting percentage of your pre-Break account balance.
- If you were not vested when you left, your vesting service and your unvested account balance will be reinstated under the Plan provided your Break-in-Service is less than five years. If your Break-in-Service was five or more consecutive years, you will be treated as a new employee for vesting purposes.

BENEFICIARIES

A beneficiary is the person or persons you name to receive your Plan benefits in case of your death. You can change your beneficiary at any time by completing a new form, subject to certain restrictions regarding spousal consent.

If you are married, your beneficiary is your spouse unless you elect otherwise in writing. If you wish to designate a beneficiary other than your spouse, your spouse must consent to your designation in writing and this consent must be witnessed or attested to by a Plan representative or notary public.

If you are single (or if you are married and you can prove to the satisfaction of the Plan Administrator that your spouse is incompetent or cannot be located), any death benefits payable will be paid to the beneficiary you have selected.

WHEN BENEFITS ARE PAID

If you terminate employment with the Company on or after your Early Retirement Date or after your Normal Retirement Date, the value of your account may begin to be paid to you no later than one year after the close of the Plan Year in which you terminate your employment.

Your Early Retirement Date is the day you reach age 55, or if later, the fifth anniversary of the date you began to participate in the Plan.

If you should die while still employed by the Company, your beneficiary will be paid the full value of your account.

If your account has not yet begun to be paid out to you, payment to your beneficiary will begin by the end of the Plan Year following the Plan Year in which your death occurs. The full benefit will be paid within five years from the date of death. If you die after payments have begun to be paid, the payments will continue to your beneficiary per that schedule.

If you should become permanently disabled while still employed by the Company, you will begin to receive your benefit by the end of the Plan Year following the Plan Year in which your disability occurred.

If you terminate employment for any other reason prior to your Normal Retirement Date and your account balance is \$5,000 or less, you will receive a “cash-out” distribution of your entire vested account balance in a lump sum by the close of the Plan Year following the Plan Year of your termination of employment.

If you terminate employment for any other reason prior to your Normal Retirement Date and your account balance is greater than \$5,000, you may elect to begin to receive your vested account balance by the close of the fifth Plan Year following the Plan Year in which you terminate, or, if later, the close of the Plan Year in which the Company repays an outstanding acquisition loan in connection with your benefits. If you do not elect to receive your benefits at this time, you will begin to receive your benefits at your Normal Retirement Date.

HOW BENEFITS ARE PAID

The value of your account is the sum of the value of any cash and non-Company investments in your account and the current fair market value of the Company stock in your account. Your benefits under the Plan (other than cash-out distributions less than \$5,000) will be paid to you in annual installments over a five-year period. Each installment will be your account balance as of the end of the Plan Year prior to the date of payment divided by the remaining number of installments.

Generally, you may elect to receive distributions of benefits in cash or in shares of Company stock. If the Company has adopted bylaws that substantially limit ownership of Company stock to employees or the shareholders of the Company have elected to be taxed as an "S" corporation, you will not have the right to demand payment of your benefits in shares of Company stock. The Company currently has adopted these limiting bylaws and distributions of benefits will be made only in cash. .

MINIMUM REQUIRED DISTRIBUTIONS (AGE 70 ½)

You must, by law, begin to receive benefits under the ESOP not later than April 1st following the end of the calendar year in which you reach age 70 ½ if you are a five percent owner of the Company.

If you do not own five percent (5%) or more of the Company, you must begin to receive your benefits no later than April 1st of the calendar year following the calendar year in which you reach age 70 ½ only if you are no longer employed by the Company.

DIVERSIFICATION

If you are 55 or older and have completed *at least ten years of active participation in the ESOP following the Effective Date of the ESOP* (January 1, 2003), you may instruct the ESOP Trustee to invest up to 25 percent (25%) of your account under the ESOP in an investment other than Company stock. The Trustee may distribute the diversified portion of your ESOP account to you or to another qualified plan maintained by the Company in lieu of investing it in another investment. In the sixth year (age 60 or older and 15 Years of Service after the Effective Date), the amount of the aggregate election increases to fifty percent (50%) of your ESOP account (less amounts you have already diversified). The Plan Administrator will notify you when you become eligible to exercise these diversification rights.

S CORPORATION RESTRICTIONS

Coastal Craftsmen Aluminum, Inc. shareholders have elected for the Company to be taxed as an "S" corporation. Therefore, you will not have the right to elect to receive a distribution of your ESOP account in shares of Company stock. Certain participants may be subject to restrictions on their allocations of Company stock in order to comply with tax rules designed to limit the concentration of Company stock in ESOP-owned S corporations. If these restrictions should apply to you the Plan Administrator will so advise you.

VOTING COMPANY STOCK

As a Plan participant you may direct the Trustees as to how to vote the shares of Company stock held in your ESOP account with respect to the approval or disapproval of: any corporate merger or consolidation, recapitalization, reclassification, liquidation, dissolution or sale of substantially all Company assets. The Trustees will provide a ballot for you if such matters arise. The Trustees will vote your shares according to your instructions. The Trustees are entitled to vote all shares of Company stock held in your ESOP account on all other matters and also to vote shares of Company stock in the Unallocated Stock Suspense Account.

TOP-HEAVY PLANS

Generally, a “top-heavy” plan is a plan in which the value of the accounts of certain key employees exceeds 60% of the value of all the accounts. If this Plan ever becomes top heavy, special rules more favorable rules concerning vesting and minimum contributions will apply.

QUALIFIED DOMESTIC RELATIONS ORDERS

Generally, you cannot assign your individual account or your right to receive benefits under the ESOP. No court can attach, garnish, levy, or execute judgment against your individual account or your right to receive benefits under a qualified plan of this type except pursuant to a Qualified Domestic Relations Order.

A Qualified Domestic Relations Order is a court order or decree that obligates the plan to allocate a portion of your account to your spouse, former spouse, child or other dependent.
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If the Plan Administrator receives a domestic relation order, he or she will notify you of its receipt and will determine the validity of the order prior to segregating any assets held or allocated to you under the Plan.

You or your beneficiary may obtain, without charge, a copy of the plan procedures the Plan Administrator uses to make Qualified Domestic Relations Order determinations.

TAX TREATMENT OF WITHDRAWALS

The following information is only meant to give you a general idea about taxes. Tax laws are complex and continually changing; therefore, you should consult a qualified tax advisor or specialist to help you decide the best approach for your situation.

Taxation of Distributions Under current law, you defer paying federal income taxes on all contributions and on any increase in the value of your ESOP account until your account balance is distributed. All distributions from the Plan, other than to an Eligible Retirement Plan (for example an IRA or another qualified plan), are subject to income taxes. Federal regulations

require that federal income tax be withheld at 20 percent of the taxable amount of the distribution. Taxes are generally to be paid in the year of the distribution.

You may be eligible to transfer your distribution directly to an Eligible Retirement Plan. Such transfers may be accomplished without being subjected to income taxes. You will pay income taxes when you receive a distribution from the Eligible Retirement Plan.

The Plan Administrator will provide more details concerning your options when you apply for your distribution. Before a distribution is made, you will be asked to certify your election in writing. Since the tax laws are complicated and are subject to change, we recommend that you obtain tax advice before taking any distribution.

Penalty on Early Distributions You may also be liable for an additional 10 percent early withdrawal tax on the money paid from your account. This tax is waived if the distribution is made for one of the following reasons:

- ◆ you reach age 59½,
- ◆ you leave employment with the Employer after age 55,
- ◆ you become disabled,
- ◆ the distribution is paid to your beneficiary due to your death,
- ◆ the distribution is used to pay deductible medical expenses, or
- ◆ the distribution is made in accordance with a qualified domestic relations order.

The 10 percent penalty tax will also be waived if you transfer your distribution directly to an Eligible Retirement Plan, provided such plan permits the transfer.

HOW TO APPLY FOR BENEFITS

You (or your beneficiary, if applicable) must file a written claim for benefits on the appropriate form. You can obtain the necessary materials and seek assistance in filing your claim from the Plan Administrator.

IF YOUR CLAIM IS DENIED

If your claim for benefits is denied, in whole or in part, you will be given the opportunity for a full and fair review. Within 60 days after you receive a written notice that a claim has been denied, you, your beneficiary (if making the claim), or an authorized representative may request a review by writing to the Plan Administrator. You, your beneficiary or your authorized representative will be given an opportunity to review pertinent documents and submit issues and comments in writing.

The Plan Administrator, with the assistance of its lawyers, accountants, actuaries or other professional consultants, will review the appeal. You will receive a written notice of the Plan Administrator's decision, which will include specific reasons for the decision, specific references to the pertinent Plan provisions upon which the decision is based, a description of the claimant's right to, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits and a statement of your right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review.

The Plan Administrator must give you a written decision on your appeal no later than 60 days (or 120 days under special circumstances) after receipt of the request for review.

SOME IMPORTANT POINTS

- All contributions to the Plan are placed in a Trust Fund that is held, administered and managed by the Trustees. All contributions to the Trust Fund must be used for the exclusive benefit of Plan participants and their beneficiaries.
- The benefit you receive under this Plan is the actual amount in your individual account. Consequently, the Pension Benefit Guaranty Corporation does not insure benefits under the Plan. You may not transfer, sell or assign your benefits under the Plan except as provided in a Qualified Domestic Relations Order (described above) or other court order.
- This Plan is not a contract between you and the Company. Nothing in the Plan gives you the right to remain an employee; all employees remain subject to discharge, discipline or layoff to the same extent as if the Plan did not exist.
- Your benefits cannot be reduced, however, except by distributions to you from the ESOP or by reduction of the fair market value of the assets in your Plan account. Nothing you do, other than failure to complete the Years of Service vesting requirements, will cause you to forfeit any benefits under the ESOP.
- All reasonable expenses of administration, including but not limited to, those involved in retaining necessary professional assistance may be paid from the assets of the Plan. Such expense may be allocated among all Plan Participants or with respect to expenses directly related to you, charged to your individual account. An example of an expense that may directly relate to you, includes, but is not limited to, expenses incurred in connection with a qualified domestic relations order. The Company may, in its discretion, pay any or all of these expenses.

FUTURE OF THE PLAN

Although the Company expects and intends to continue the ESOP indefinitely, it reserves the right to change, modify or discontinue the ESOP at any time. If the ESOP is amended or terminated, your vested benefits will not be reduced.

If the ESOP is terminated and the Trust Fund terminates, you will be told when you can expect to receive your benefits and how they will be paid. If the Plan is terminated, administrative expenses of the Plan not paid directly by the Company will be paid out of the Trust Fund.

YOUR RIGHTS UNDER ERISA

As a participant in the ESOP, you have certain rights and are guaranteed certain protections pursuant to ERISA, as described below.

ERISA provides that all Plan participants shall be entitled to:

- (i) Examine, without charge, at the Plan Administrator's office and at other locations such as work sites, all Plan documents, including copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed Annual Reports;
- (ii) 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;
- (iii) 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;
- (iv) Obtain a statement of the total value of your account and your vested benefits, if any.

If you do not have a right to a benefit, the statement will tell you the remaining number of years of service you will need to obtain a right to a benefit. 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 persons who are responsible for the operation of the ESOP. The people who operate the ESOP are called "*fiduciaries*" of the Plan. These individuals have the duty to administer the plan prudently and in the sole 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 benefit or exercising your rights under ERISA.

If your claim for an ESOP benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report 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 material, unless the materials cannot be sent for reasons beyond the control of the Administrator.

If you have a claim for benefits, which is denied or ignored, in whole or in part, and you have been through all the Plan's appeals procedures, then you may file suit in a state or federal court. In addition if you disagree with the Plan's decision (or lack of decision) concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the assets belonging to the ESOP, 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 court costs and legal fees. If you are successful, the court may order the person you have

sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if it finds your claim was frivolous in nature.

If you have questions about the ESOP, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquires, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W. Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.