401(k) Profit-Sharing Plan
Summary of Material Modification Dated January 1, 2004

In accordance with the provisions of our 401(k) Profit-Sharing Plan, we are modifying the Plan's Summary Plan Description (SPD) by issuing the following "Summary of Material Modification." This Summary is being issued to reflect provisions adopted effective the first day of the Plan's 2002 Plan Year to comply with the requirements of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and also reflects other additional informational items.

The following revisions are now part of, and should be attached to, your 401(k) Profit-Sharing Plan Summary Plan Description:

1) The section **HOW MUCH YOU CAN CONTRIBUTE** is deleted in its entirety and replaced with the following:

HOW MUCH YOU CAN CONTRIBUTE

You can contribute any percentage from 1% to 100% of your compensation each year provided you do not contribute more than the maximum permitted by law. (See section entitled **LIMITATIONS ON CONTRIBUTIONS.**)

The maximum contribution permitted by the Internal Revenue Code is $12,000 for 2003; $13,000 for 2004; $14,000 for 2005 and $15,000 for 2006 and future years.

Additionally, if you have attained age 50, you are eligible to make an additional catch-up contribution. This age-50 catch-up contribution cannot exceed $2,000 for 2003; $3,000 for 2004; $4,000 for 2005 and $5,000 for 2006 and future years.

For certain employees who are, according to Internal Revenue Service regulations, considered "highly compensated," an additional limit applies. This limit must be determined each year as a percentage of the amount that all other employees actually contribute, and generally cannot be determined until the end of the year. Employees affected by this limit will be notified at the appropriate time if the limit has been exceeded and, if so, that some amount (with earnings) must be paid to them. This payment, if required, is taxable.

These limits apply to your contributions made by salary reduction.

Rollover Contributions From Certain Retirement Plans

You may also make rollover contributions to this Plan. A rollover contribution is a distribution that you are entitled to receive from another eligible retirement plan, which you transfer into this Plan. An eligible retirement plan may be either a 401(a), 401(k), 403(b) or IRA (except a ROTH-IRA) plan. However, this Plan will not accept any rollovers from a governmental 457(b) plan and cannot accept any rollovers of after-tax contributions.

You must notify the Plan Administrator in advance if you would like to make a rollover

contribution. You must also notify the Plan Administrator of the plan from which you are receiving the distribution.

Your rollover contribution(s) will be placed in your rollover contribution account(s). You will always be 100% vested in the amounts in your rollover contribution account(s) and these amounts may be withdrawn or distributed to you, in whole or in part, at anytime.

A rollover contribution may result in tax savings to you. You should consult your tax advisor before making such a contribution.

2) The section **EMPLOYER CONTRIBUTIONS** is modified by adding the following to the section:

Age-50 catch-up contributions [are or are not] eligible for a matching contribution.

The definition of "key employee" in the section is changed to read: A key employee is generally defined as an officer whose annual earnings are greater than $130,000 (adjusted annually).

3) In the section **COMPENSATION DEFINED** the last paragraph is deleted in its entirety and replaced with the following:

COMPENSATION DEFINED

Compensation in excess of $200,000 per year (as adjusted) is not counted. This federal tax law limit may be increased for future years according to the Internal Revenue Code.

4) The section **LIMITATIONS ON CONTRIBUTIONS** is modified by deleting the paragraph beginning "Federal tax law limits the total of all contributions…" and replacing the paragraph with the following:

Federal tax law limits the total of all contributions that may be made to a participant's account. Generally, the maximum annual contribution (including any forfeitures) to all plans that can be made on behalf of a participant is $40,000 or 100% of compensation, whichever is less. This amount may have to be reduced because of other contributions to, or benefits of, other retirement plans.

5) **[for plans that require a vesting schedule change]** The section **VESTING** is modified by deleting the paragraph beginning "The value of your individual account attributable to employer contributions..." and replacing the paragraph with the following:

If you completed an hour of service in a plan year beginning after 2001, the value of your individual account attributable to employer contributions is fully vested when you have completed three years of vesting service.

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6) The section **HARDSHIP** is deleted in its entirety and replaced with the following:

HARDSHIP

Federal law permits you to withdraw salary reduction contributions and vested employer contributions because of a financial hardship. However, interest and investment earnings credited after the close of the last Plan Year ending before July 1, 1989, to your individual account attributable to salary reduction contributions cannot be withdrawn for financial hardship.

A hardship is generally defined as a severe and immediate need for funds that cannot be met from other sources. Hardship situations are limited to purchase of a primary residence, certain tuition expenses, deductible unreimbursed medical expenses and the need to prevent eviction from, or the foreclosure of a mortgage on, your principal residence.

The hardship withdrawal cannot exceed the amount of the immediate need, including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal.

Before you can qualify for a hardship withdrawal, you will be required to make any available withdrawals and take any available loans from this and other retirement plans.

After taking a hardship withdrawal, you will not be permitted to make contributions for a period of six months to this or any other retirement plan which we maintain, except for mandatory contributions to a defined benefit plan.

7) The available forms of annuity under the section entitled **RETIREMENT BENEFITS** is deleted in its entirety and replaced with the following:

The available forms of annuity are:

- Non-Refund Life Annuity - You will receive monthly payments for life. All payments cease upon your death.
- Full Cash Refund Annuity - You will receive monthly payments for life. If your death

occurs before your benefit payments equal the total value of your account when you began to receive annuity payments, your beneficiary will receive the balance of that value in a single sum.

- Period Certain and Continuous Annuity - You will receive monthly payments for life. You may choose a 36, 60, 100, 120 or 180-month guarantee. If your death occurs before you have received the entire 36, 60, 100, 120 or 180 monthly payments, as selected, the same monthly benefit will be continued to your beneficiary until a total of 36, 60, 100, 120 or 180 payments have been made.

- Joint and Survivor Life Annuity - You will receive monthly payments for life. You may choose a survivorship percentage of 50%, 66-2/3%, 75% or 100%. After your death, your joint annuitant will receive a lifetime monthly income equal to 50%, 66-2/3%, 75% or 100%, as selected, of your original monthly payment. Payments will end upon the death of the last survivor.

- Joint and Survivor with Period Certain and Continuous Annuity – You will receive monthly payments for life. You may choose a survivorship percentage of 50%, 66-2/3%, 75% or 100%. After your death, if your joint annuitant is still alive, your joint annuitant will receive monthly payments for life equal to that elected percentage of your original monthly payment amount. If both you and your joint annuitant die before the period certain elected, your beneficiary will receive monthly payments (in the amount paid to the last surviving annuitant) until the period ends. You may choose a 36, 60, 120 or 180-month period certain.

- Lump Sum Payment - You will receive a single payment instead of a monthly annuity. This payment will be the single sum amount equal to the total value of your vested individual account. However, if any portion of your account is allocated to an investment account that restricts the distribution of such portion, the value of such portion shall be subtracted from 100% of the value of the account and any single sum cash payment made to you under this option shall not exceed the difference.

8) The section **MINIMUM DISTRIBUTION REQUIREMENTS AFTER AGE 70½** is deleted in its entirety and replaced with the following:

MINIMUM DISTRIBUTION REQUIREMENTS AFTER AGE 70½

The Plan sets a required beginning date for the distribution of your retirement benefit. This date depends on when you attain age 70-1/2.

If you attained age 70-1/2 on or before December 31, 2001, you must begin to receive your retirement benefit no later than April 1 of the calendar year following the calendar year in which you attained age 70-1/2.

If you attained age 70-1/2 in 2002, you may generally choose to begin receiving your retirement benefit on or after April 1, 2003, but no later than April 1 of the calendar year following the calendar year in which you stop working for us.

If you attain age 70-1/2 on or after January 1, 2003, you must generally begin to receive your retirement benefit by the later of (a) or (b) below:

(a) April 1 of the calendar year following the calendar year in which you attained age 70-1/2, or

(b) April 1 of the calendar year following the calendar year in which you stop working for us.

When you reach your required beginning date, you must begin to receive your retirement benefit in accordance with IRS regulations. In general, these regulations provide that your entire retirement benefit must be distributed over a period that does not exceed your life expectancy or the joint life expectancy of you and your beneficiary.

If you are actively employed when distributions are due, you must withdraw the minimum amount required by the regulations from the Plan every year. These annual withdrawals are not permitted after you stop working for us. Accordingly, if you are not actively employed on your required beginning date, or if you stop working after your required beginning date, you must elect to receive your entire retirement benefit as an annuity or under any other payment option available under the Plan.

9) The section **TOP-HEAVY RULES** is deleted in its entirety and replaced with the following:

TOP-HEAVY RULES

Federal tax law requires qualified retirement plans to be subject to special provisions if the plan is deemed to be top-heavy.

In general, our Plan would be considered top-heavy if the account balances for key employees exceeded 60% of the total of the account balances for all plan participants. The percentage includes the sum of any payments made under the Plan to key employees during the preceding year and, if applicable, the account balances or benefit values accrued by key employees under other retirement plans provided by the same employer. A key employee is generally defined as an officer whose annual earnings are greater than $130,000 (adjusted annually).

The definition of a key employee also includes a five-percent owner and a one-percent owner who received annual compensation from the employer in excess of $150,000.

If our Plan becomes top-heavy in any plan year, contributions and vesting may be increased for

certain participants during each year in which the Plan is top-heavy. (See sections entitled **CONTRIBUTIONS** and **VESTING**).