ODD FELLOWS SIERRA RECREATION ASSOCIATION
SECTION 125 POP PLAN

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ARTICLE I

INTRODUCTION

1.1 Creation and Title. The Employer hereby creates a cafeteria plan under the terms and conditions set forth in this document. The Plan is to be known as Odd Fellows Sierra Recreation Association Section 125 POP Plan.

1.2 Effective Date. The provisions of the Plan shall be effective as of August 1st, 2007.

1.3 Purpose. The purpose of the Plan is to allow employees to select among cash compensation and certain nontaxable benefits, namely coverage under one or more benefits programs maintained by the Employer. The Employer intends that the Plan qualify as a cafeteria plan under Section 125 of the Code, and that the benefits provided under the Plan be eligible for exclusion from Federal income tax.

ARTICLE II

DEFINITIONS

As used in this Plan document, the following terms shall have the following meanings:

2.1 "Benefit Entry Date" means for each Eligible Employee the day that the Employee becomes eligible to participate in each of the Plan's Benefits. If the Plan does not have different eligibility requirements for each benefit, the Benefit Entry Date will be the same as the Plan Entry Date.

2.2 "Benefits" mean cash and the various qualified benefits under Section 125(f) of the Code sponsored by the Employer and made available by the Employer through the Plan, including, but not limited to, health insurance.

2.3 "Benefits Accounts" mean the accounts established by the Plan Administrator under the Plan for each Participant's Benefits for purposes of administering the Plan.

2.4 "Benefits Enrollment Form" means the form or forms, including a Salary Reduction Agreement, evidencing an Eligible Employee's selections from among the various Benefits and the amount to be contributed towards various Benefits for a Plan Year or portion of a Plan Year.

2.5 "Change in Status" Change in Status shall mean the marriage or divorce of the Participant; the adoption, birth, or death of a child or other Dependent of the Participant or the Participant's Spouse; the emancipation or coming of age of a child of the Participant so that the child is no longer eligible as a Dependent under the Plan; the employment of the Participant or Participant's Spouse; change in the Participant's residence; the Participant beginning or ending adoption proceedings; automatic changes upon cost increases or decreases; significant cost increases; significant curtailment of coverage; addition or elimination of similar benefit package option allowing (prohibiting) employees that previously opted out of other benefits to make an election change; change in coverage under employer plan of spouse or dependent; FMLA leaves; changes in 401(k) contributions; HIPAA special enrollment rights; a COBRA qualifying event; a judgment, decree or order, or; Medicare or Medicaid entitlement.

2.6 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.7 "Compensation" means all the earned income, salary, wages and other earnings paid by the Employer to a Participant during a Plan Year, including any amounts contributed by the Employer pursuant to a salary reduction agreement which are not includable in gross income under Sections 125, 402(g)(3), 402(h), 403(b) or 457(b) of the Code.

2.8 "Dependent" means an individual who is a dependent within the meaning of Section 152(a) without regard to 152(b)(1, (b)(2), and (d)(1)(B) thereof of the Code of a Participant or a former Participant in the Plan.

2.9 "Effective Date" shall be August 1st, 2007.

2.10 "Eligible Employee" means an Employee, as defined in Section 2.11 below, who is eligible to participate in the Employer's health care program, except for employees who regularly works at least 30 hours per week, and at least 6 months per year, except for: (1) Employees who are included in the unit of Employees covered by a collective bargaining agreement between the Employer and employee representatives, provided benefits were the subject of good faith bargaining and two percent or less of the employees of the Employer who are covered pursuant to that agreement are professionals as defined in Treasury regulation section 1.410(b)-9. For this purpose, the term "Employee Representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer, (2) Employees who are Non-Resident Aliens (within the meaning of section 7701(b)(1)(B) of the Code deriving no earned income (within the meaning of section 911(d)(2) of the Code) from the Employer which constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Code), (3) Employees who are self-employed

individuals as defined in section 401(c) of the Internal Revenue Code (including sole proprietors and partners in a partnership), (4) Employees who own (or are considered to own within the meaning of section 318 of the Internal Revenue Code) more than 2 percent of the outstanding stock of an S corporation or stock possessing more than 2 percent of the total combined voting power of all stock of such corporation.

2.11 "Employee" means a person who is currently or hereafter employed by the Employer, or by any other employer aggregated under sections 414(b), (c), (m), (n) or (o) of the Code and the regulations there under, including a Leased Employee subject to section 414(n) of the Code. Excluding individuals who are not contemporaneously classified as Employees of the Employer for purposes of the Employer's payroll system (including, without limitation, individuals employed by temporary help firms, technical help firms, staffing firms, employee leasing firms, professional employer organizations or other staffing firms whether or not deemed to be "common law" Employees or "Leased Employees" within the meaning of section 414(n) (o) of the Code) are not considered to be Eligible Employees of the Employer and shall not be eligible to participate in the Plan. In the event any such individuals are reclassified as Employees for any purpose, including without limitation, common law or statutory employees, by any action of any third party, including, without limitation, any government agency, or as a result of any private lawsuit, action, or administrative proceeding, such individuals shall notwithstanding such reclassification, remain ineligible for participation hereunder. Notwithstanding foregoing, the exclusive means for individuals who are not contemporaneously classified as an Employee of the Employer on the Employer's payroll system to become eligible to participate in this Plan is through an amendment to this Plan, duly executed by the Employer, which specifically renders such individuals eligible for participation hereunder.

The Plan Administrator shall have full and complete discretion to determine eligibility for participation and benefits under this Plan, including, without limitation, the determination of those individuals who are deemed Employees of the Employer (or any controlled group member). The Plan Administrator's decision shall be final, binding and conclusive on all parties having or claiming a benefit under this Plan. This Plan is to be construed to exclude all individuals who are not considered Employees for purposes of the Employer's payroll system, and the Plan Administrator is authorized to do so, despite the fact that its decision may result in the loss of the Plan's tax qualification.

2.12 "Employer" means Odd Fellows Sierra Recreation Association or any of its affiliates, successors or assignors which adopt the Plan.

2.13 "Participant" means any Employee who has met the eligibility requirements of Section 3.1 of the Plan and has elected to participate in the Plan by providing the Plan Administrator with an executed Benefits Enrollment Form.

2.14 "Plan" means Odd Fellows Sierra Recreation Association Section 125 POP Plan, as described herein.

2.15 "Plan Administrator" means the Employer or such other person or committee as may be appointed by the Employer to administer the Plan.

2.16 "Plan Entry Date" means for each Eligible Employee, the first day of the month coincident with or next following the day that the Employee becomes eligible to participate in the Plan.

2.17 "Plan Year" means the 12-consecutive month period beginning on January 1st and ending on December 31st, except for a short Plan Year beginning on August 1st, 2007 and ending on December 31st, 2007.

2.18 "Salary Reduction Agreement" means the agreement by an Employee authorizing the Employer to reduce the Employee's Compensation while a Participant during the Plan Year for purposes of making contributions toward Benefits under the Plan.

2.19 "Spouse" means an individual who is legally married to a Participant but shall not include an individual separated from a Participant under a decree of legal separation.

2.20 "Timely Submitted" means, unless the Plan Administrator has specific and special cause to alter the definition of this phrase, within 30 calendar days of event that has triggered the Change in Status.

ARTICLE III

PARTICIPATION

3.1 Eligibility. Each Employee, as defined in section 2.11 above, shall be eligible to participate in the Plan if the Employee is eligible to participate in the Employer's health care program and so long as the Employee is employed by the Employer as of his or her Entry Date.

3.2 Commencement of Participation. An Eligible Employee shall become a Participant in the Plan after providing the Plan Administrator with an executed Benefits Enrollment Form setting forth the Benefits to be made available to the Eligible Employee for the immediately following Plan Year or remaining portion of the Plan Year. As part of the Benefits Enrollment Form, the Participant shall also execute a Salary Reduction Agreement, which authorizes the Employer to withhold from the Participant's Compensation an amount the Participant elects to have contributed to the Plan. The Participant must, before the end of the first Plan Year of participation and, before the end of each subsequent Plan Year, provide the Plan Administrator with a newly executed Benefits Enrollment Form. Each new Benefits Enrollment Form shall specify the type and amount of Benefits to be made available to the Participant for the immediately following Plan Year or remaining portion of the Plan Year. For the initial Plan Year only, if a Participant fails to execute a valid Benefits Enrollment Form before the Plan's original Effective Date, the Participant shall be deemed to have elected to continue to receive the same benefits that the Participant received under all plans sponsored by the Employer which became available under the Plan as of the Effective Date. In addition, the Participant shall be deemed to have executed a valid Benefits Enrollment Form for purposes of determining the source and amount of contributions to the Plan pursuant to Article IV of the Plan. Should a Participant fail to execute a valid Benefit Enrollment Form for any Plan Year before the start of the Plan Year, the Benefits Enrollment Form for the immediately preceding Plan Year shall be deemed to be effective for the subsequent Plan Year.

3.3 Term of Participation. Each Participant shall be a Participant in the Plan for the entire Plan Year or the portion of the Plan Year remaining after the Participant's Entry Date, if later than the first day of the Plan Year. A Participant shall cease to be a Participant in the Plan on the earliest of:

(a) the date the Participant dies, resigns or terminates employment with the Employer, subject to the provisions of Section 3.4;

(b) the date the Participant fails to make required contributions under the Plan;

(c) the end of the plan year the Participant ceases to be an Employee; or

(d) the date the Plan terminates.

3.4 Treatment of Rehired Employees. A Participant whose employment terminates and who is subsequently re-employed with less than 30 days separation of service will immediately rejoin the Plan with the same Benefit elections. Should the Participant return to service during the following Plan Year, the Participant would not be allowed to elect new Benefits prior to returning to service, unless the Employee should incur an applicable Change in Status.

A Participant whose employment terminates and who is subsequently re-employed with more than 29 days separation of service may immediately rejoin the Plan and may make new benefit elections. Any unused reimbursement Benefits Accounts balance prior to the initial separation of service date will be forfeited.

3.5 HIPAA Portability. Notwithstanding any other provisions in this Article III, any Employee who becomes eligible under the Health Portability and Accountability Act of 1996("HIPAA") for coverage by an Accident or Health benefit

under the Plan shall be allowed to participate in the Plan, so long as such Employee complies with the provisions set out in HIPAA.

3.6 COBRA Continuation Coverage. Under COBRA, This section 3.6 shall not apply to any group health plan of the Employer for any calendar year if all employers maintaining such plan normally employed fewer than 20 employees on a typical business day during the preceding calendar year. Notwithstanding any other provisions in this Article III, any Participant, Spouse or Dependent eligible for continuation coverage under the Plan under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") as amended from time to time, shall be allowed to continue to participate in the Plan, so long as such Participant, Spouse or Dependent complies with the provisions set out in COBRA.

The Employer shall adopt rules relating to continuation coverage, as provided under Section 4980B of the Code or applicable state law, as may be required from time to time, and shall advise affected individuals of the terms and conditions of such continuation coverage.

3.7 Family Medical Leave Act. Under the FMLA, the provisions of this section 3.7 shall not be available to Eligible Employees for such Plan Years in which the Employer has 50 or fewer Employees. For Plan Years in which the Employer has more than 50 Employees, the Employer must make FMLA leave available to Eligible Employees for up to 12 weeks in connection with the birth or adoption of a child, or to care for a close relative, or because of a serious health condition of the Employee.

Payment Options for coverage while on unpaid Family Medical Leave Act leave for group plans:

(a) Pre-pay before commencement of leave through pre-tax or after-tax Salary Reduction Agreement from any taxable compensation, including cashing out of unused sick or vacation days, provided all other plan requirements are met.

(b) Pay-as-you-go. Employees may pay their share of premium payments on the same schedule as payments would be made if the employee were not on leave, or under another schedule permitted under Department of Labor regulations.

The Employer shall not be required to continue the health coverage of an Employee who fails to make required premium payments while on FMLA leave. However, if the Employer chooses to continue the health coverage of an Employee who fails to make required premium payment while on FMLA leave, the Employer is entitled to recoup those payments after the Employee returns from FMLA leave.

(c) Catch-up-option. Under this payment option the Employer shall advance the Employee's share of group health premiums while the Employee is on FMLA leave and thereafter shall be entitled to recover such advanced amounts when the Employee Returns from FMLA leave.

(d) An "Eligible Employee" is an Employee of a covered Employer who:

(1) Has been employed by the Employer for at least 12 months, and
(2) Has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave, and
(3) Is employed at a worksite where 50 or more Employees are employed by the Employer within 75 miles of that worksite. (See Section 825.105(a) regarding Employees who work outside the U.S.)

(e) The 12 months an Employee must have been employed by the Employer need not be consecutive months. If an Employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave (sick, vacation) during which other benefits or compensation are provided by the Employer (e.g., workers' compensation, group health plan benefits, etc.), the week counts as a week of employment. For purposes of determining whether intermittent/occasional/casual employment qualifies as "at least 12 months," 52 weeks is deemed to be equal to 12 months.

(f) Whether an Employee has worked the minimum 1,250 hours of service is determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work (see [29 CFR 785]). The determining factor is the number of hours an Employee has worked for the Employer within the meaning of the FLSA. The determination is not limited by methods of recordkeeping, or by compensation agreements that do not accurately reflect all of the hours an Employee has worked for or been in service to the Employer. Any accurate accounting of actual hours worked under FLSA's principles may be used. In the event the Employer does not maintain an accurate record of hours worked by an Employee, including for Employees who are exempt from FLSA's requirement that a record be kept of their hours worked (e.g., bona fide executive, administrative, and professional employees as defined in FLSA Regulations, [29 CFR 541]), the Employer has the burden of showing that the Employee has not worked the requisite hours. In the event the Employer is unable to meet this burden the Employee is deemed to have met this test. See also 29 CFR Section 825.500(F). For this purpose, full-time teachers (see 29 CFR Section 825.800 for definition) of an elementary or secondary school system, or institution of higher education, or other educational establishment or institution are deemed to meet the 1,250 hour test. An Employer must be able to clearly demonstrate that such an Employee did not work 1,250 hours during the previous 12 months in order to claim that the Employee is not "Eligible" for FMLA leave.

(g) The determinations of whether an Employee has worked for the Employer for at least 1,250 hours in the past 12 months and has been employed by the Employer for a total of at least 12 months must be made as of the date leave commences. If an Employee notifies the Employer of need for FMLA leave before the Employee meets these eligibility criteria, the Employer must either confirm the Employee's eligibility based upon a projection that the Employee will be eligible on the date leave would commence or must advise the Employee when the eligibility requirement is met. If the Employer confirms eligibility at the time the notice for leave is received, the Employer may not subsequently challenge the Employee's eligibility. In the latter case, if the Employer does not advise the Employee whether the Employee is eligible as soon as practicable (i.e., two business days absent extenuating circumstances) after the date Employee eligibility is determined, the Employee will have satisfied the notice requirements and the notice of leave is considered current and outstanding until the Employer does advise. If the Employer fails to advise the Employee whether the Employee is eligible prior to the date the requested leave is to commence, the Employee will be deemed eligible. The Employer may not, then, deny the leave. Where the Employee does not give notice of the need for leave more than two business days prior to commencing leave, the Employee will be deemed to be eligible if the Employer fails to advise the Employee that the Employee is not eligible within two business days of receiving the Employee's notice.

(h) The period prior to the FMLA's effective date must be considered in determining Employee's eligibility.

(i) Whether 50 Employees are employed within 75 miles to ascertain an employee's eligibility for FMLA benefits is determined when the Employee gives notice of the need for leave. Whether the leave is to be taken at one time or on an intermittent or reduced leave schedule basis, once an Employee is determined eligible in response to that notice of the need for leave, the Employee's eligibility is not affected by any subsequent change in the number of Employees employed at or within 75 miles of the Employee's worksite, for that specific notice of the need for leave. Similarly, an Employer may not terminate employee leave that has already started if the Employee-count drops below 50. For example, if an Employer employs 60 Employees in August, but expects that the number of Employees will drop to 40 in December, the Employer must grant FMLA benefits to an otherwise Eligible Employee who gives notice of the need for leave in August for a period of leave to begin in December.

ARTICLE IV

CONTRIBUTIONS

4.1 Source of Contributions. The Employer shall contribute amounts deemed necessary to meet its obligations under the Plan. Contributions to the Plan for the Plan Year shall be limited to the amounts determined by the Benefits Enrollment Form entered into by Participants for the Plan Year. Contributions to the Plan shall be made to, and all Plan assets shall be held in such accounts or funds as the Employer deems appropriate.

4.2 Change in Participant's Benefits Enrollment. No Participant in the Plan shall be allowed to alter or discontinue the Participant's elected Benefits under the Plan during a Plan Year except when due to and consistent with a Change in Status.

Upon the occurrence of a Change in Status, the Participant may file a new Benefits Enrollment form, which will serve to revoke the Participant's previous Benefits Enrollment Form. The new Benefits Enrollment Form, if determined by the Plan Administrator to be timely submitted and consistent with the Status Change, shall be effective prospectively and apply only to those Benefits accruing to the Participant, the Participant's Spouse or the Participant's Dependents after the effective date of the new Benefits Enrollment Form.

With respect to an election change under the special enrollment period provisions of HIPAA, "timely submitted" shall mean submitted no later than the last day of such special enrollment period. With respect to any other change in election, the Plan Administrator shall determine if the new Benefits Enrollment Form has been timely submitted consistent with the nature of the Change in Status.

The Participant's Benefits Enrollment Form for a given Plan Year shall terminate and Benefits under the Plan shall cease upon the date a Participant is no longer eligible to participate under the terms of this Plan.

4.3 Increases or Decreases in Premiums. Should a third party benefit provider, such as an Insurance Company, increase or decrease premiums for any health benefits being offered under this Plan during the Plan Year, any Participant participating in such benefit shall have his contributions increased or decreased automatically in an amount sufficient to pay for such increase or decrease. However, in the case of an increase in premium, if there is a similar benefit offered under the Plan at the time of said increase, the Participant may select such similar benefit rather than pay the increase.

Notwithstanding anything to the contrary in the preceding paragraph, the Employer reserves the right to reduce the Participants' share of any Premiums and increase the Employer's share by a like amount. The duration of this "Premium Holiday" is at the Employer's discretion. The Employer will notify the Participants prior to ceasing the "Premium Holiday."

The Employer reserves the right to increase the Participants' share of any Premiums and decrease the Employer's share by a like amount. The duration of this is at the Employer's discretion. The Employer will notify Participants prior to raising the Participants' obligations. As this is considered to be temporary, Participants will not be considered to have incurred a Change in Status should the Employer invoke this option.

4.4 Maximum Contribution. The Maximum Contribution any individual can make under this Plan is an amount equal to the sum of the costs for each of the highest cost premium-type Benefit Options offered under the Plan in each Benefit Category. The term "Benefit Option" refers to any category of Benefits offered under this Cafeteria Plan in which the Participant has the opportunity to choose one benefit from several different Options in that category. The term "Benefit Category" refers to any category of Benefits offered under this Plan and may include (but is not limited to) Health Insurance, Group Term Life Insurance or Disability Insurance.

4.5 Nondiscrimination. The Plan is intended to not discriminate in favor of highly compensated individuals as to eligibility to participate, contributions and benefits in accordance with applicable provisions of the Code. The Plan Administrator may take such actions as excluding certain highly compensated individuals from participation in the Plan or limiting the contributions made with respect to certain highly compensated participants if, in the Plan Administrator's

judgment, such actions serve to assure that the Plan does not violate applicable nondiscrimination rules.

ARTICLE V

PARTICIPANTS' ACCOUNTS AND PAYMENT OF BENEFITS

5.1 Participants' Benefit Accounts. The Plan Administrator shall establish separate Benefits Accounts based on the Benefits selections made by each Participant. Contributions shall be credited to the proper Benefits Accounts of each Participant. Each Benefits Account shall be designated as a "Premium Account".

5.2 Premium Account. A "Premium Account" is an account established with the intent of paying for premium-type Benefits pursuant to an insurance policy issued by an insurance company, or a contract with a health maintenance or preferred provider organization to provide medical, dental, vision, psychological or psychiatric, prescription drugs, or other qualified benefits under Section 125.

5.3 Payment of Benefits. The Plan Administrator shall pay the Benefits authorized under the Plan other than insurance benefits administered by a third-party benefit provider. Payment shall be made by the Employer, (or the designated Plan Administrator), in a timely manner upon receipt of a Premium Notice from the Benefit Provider providing such benefit.

ARTICLE VI

PLAN ADMINISTRATION

6.1 Plan Administrator. The Plan Administrator shall be responsible for the administration of the Plan.

6.2 Plan Administrator's Duties. In addition to any rights, duties or powers specified throughout the Plan, the Plan Administrator shall have the following rights, duties and powers:

(a) to interpret the Plan, to determine the amount, manner and time for payment of any benefits under the Plan, and to construe or remedy any ambiguities, inconsistencies or omissions under the Plan;

(b) to adopt and apply any rules or procedures to insure the orderly and efficient administration of the Plan;

(c) to determine the rights of any Participant, Spouse, Dependent or beneficiary to benefits under the Plan;

(d) to develop appellate and review procedures for any Participant, Spouse, Dependent or designated beneficiary denied benefits under the Plan;

(e) to provide the Employer with such tax or other information it may require in connection with the Plan;

(f) to employ any agents, attorneys, accountants or other parties (who may also be employed by the Employer) and to allocate or delegate to them such powers or duties as is necessary to assist in the proper and efficient administration of the Plan, provided that such allocation or delegation and the acceptance thereof is in writing;

(g) to report to the Employer, or any party designated by the Employer, after the end of each Plan Year regarding the administration of the Plan, and to report any significant problems as to the administration of the Plan and to make recommendations for modifications as to procedures and benefits, or any other change which might insure the efficient administration of the Plan.

However, nothing in this section 6.2 is meant to confer upon the Plan Administrator any powers to amend the Plan or change any administrative procedure or adopt any other procedure involving the Plan without the express written approval of the Employer regarding any amendment or change in administrative procedure, or Benefit Provider. Notwithstanding the preceding sentence, the Plan Administrator is empowered to take any actions he sees fit to assure that the Plan complies with the nondiscrimination requirements of Section 125 of the Code.

6.3 Information to be Provided to Plan Administrator. The Employer, or any of its agents, shall provide to the Plan Administrator any employment records of any employee eligible to participate under the Plan. Such records shall include, but will not be limited to, any information regarding period of employment, leaves of absence, salary history, termination of employment, or any other information the Plan Administrator may need for the proper administration of the Plan. Any Participant or Dependent or any other person entitled to benefits under the Plan shall furnish to the Plan Administrator his correct post office address, his date of birth, the names, correct addresses and dates of birth of any designated beneficiaries, with proper proof thereof, or any other data the Plan Administrator might reasonably request to insure the proper and efficient administration of the Plan.

6.4 Decision of Plan Administrator Final. Subject to applicable State or Federal law, and the provisions of Section 6.5, below, any interpretation of any provision of this Plan made in good faith by the Plan Administrator as to any Participant's rights or benefits under this Plan is final and shall be binding upon the parties. Any misstatement or other mistake

of fact shall be corrected as soon as reasonably possible upon notification to the Plan Administrator and any adjustment or correction attributable to such misstatement or mistake of fact shall be made by the Plan Administrator as he considers equitable and practicable.

6.5 Review Procedures. In cases where the Plan Administrator denies a benefit under this Plan for any Participant, Spouse or Dependent or any other person eligible to receive benefits under the Plan, the Plan Administrator shall furnish in writing to said party the reasons for the denial of benefits. The written denial shall be provided to the party within 30 days of the date the benefit was denied by the Plan Administrator. The written denial shall refer to any Plan or section of the Code upon which the Plan Administrator relied in making such denial. The denial may include a request for any additional data or material needed to properly complete the claim and explain why such data or material is necessary, and explain the Plan's claim review procedures. If requested in writing, and within 30 days of the claim denial, the Plan Administrator shall afford any claimant whose request for claim was denied a full and fair review of the Plan Administrator's decision, and within 60 days of the request for review of the denied claim, the Plan Administrator shall notify the claimant in writing of his final decision on the reviewed claim.

With respect to the denial of any claim for benefits from an insurance company or other third-party benefit provider, paid for as a premium-type Benefit under the Plan, the review procedures of the insurance company or other third-party benefit provider shall apply.

6.6 Extensions of Time. In any case where the Plan Administrator determines special circumstances apply, the Plan Administrator may extend the amount of time any Participant, Spouse, Dependent or designated beneficiary may need to appeal a claim, upon proper application to the Plan Administrator.

6.7 Rules to Apply Uniformly. The Plan Administrator shall perform his duties in a reasonable manner and on a nondiscriminatory basis and shall apply uniform rules to all Participants similarly situated under the Plan.

6.8 Indemnity. The Employer does hereby agree to indemnify and hold harmless, to the extent allowed by law and over and above any liability coverage contracts or directors and officers insurance, any sole proprietor, member, partner, officer or director of the Employer, designated by the Employer or the Plan Administrator who has been employed, hired or contracted to assist in the fulfillment of the administration of this Plan. In addition, the Employer agrees to pay any costs of defense or other legal fees incurred by any of the above parties over and above those paid by any liability or insurance contract.

ARTICLE VII

GENERAL PROVISIONS

7.1 Amendment and Termination. The Employer may amend or terminate this Plan at any time by legal action of the authorized agents of the Employer, subject to the limitation that no amendment shall change the terms and conditions of payment of any benefit a Participant, Spouse, Dependent or designated beneficiary was or might have been entitled to under the Plan at the time of the amendment or termination. The Employer may also make amendments apply retroactively to the extent necessary so that the Plan remains in compliance with Section 125 of the Code or any other provision of the Code applicable to the Plan.

7.2 Nonassignability. Any benefits to any Participants under this Plan shall be nonassignable and for the exclusive benefit of Participants, Spouses, Dependents and designated beneficiaries. No benefit shall be voluntarily or involuntarily assigned, sold or transferred.

7.3 Not an Employment Contract. By creating this Plan and providing benefits under the Plan, the Employer in no way guarantees employment for any employee or Participant under this Plan. Participation in this Plan shall in no way assure continued employment with the Employer.

7.4 Participant Litigation. In any action or proceeding against the Plan, or the administration thereof, employees or former employees of the Employer or any other person having or claiming to have an interest under the Plan shall not be necessary parties to such action or proceeding. The Employer, the Plan Administrator, or their registered representatives shall be the sole source for service of process against the Plan. Any final judgment which is not appealed or appealable shall be binding on the Employer and any interested party to the Plan.

7.5 Addresses, Notice and Waiver of Notice. Each Participant shall furnish the Employer with his correct post office address. Any communication, statement or notice addressed to a Participant at his last post office address as filed with the Employer will be binding on such person. The Employer or Plan Administrator shall be under no legal obligation to search for or investigate the whereabouts of any person benefiting under this Plan. Any notice required under the Plan may be waived by such person entitled to such notice.

7.6 Required Information. Each Participant, Spouse or Dependent shall furnish to the Employer such documents, evidence or information as the Employer considers necessary or desirable to ensure the efficient operation and administration of the Plan and for the protection of the Employer.

7.7 Severability. In any case where any provision of this Plan is held to be illegal or invalid, such illegality or invalidity shall apply only to that part of the Plan and shall not apply to any remaining provisions of the Plan, and the Plan shall be construed as if such illegal or invalid provision had never existed under the Plan.

7.8 Applicable Law. The Plan shall be construed under the laws of the State of California, to the extent not preempted by any Federal law.

Executed this _____ day of _____, _____.

Employer: ODD FELLOWS SIERRA RECREATION ASSOCIATION

Mike Rainwater
Pres

Steve Wallace
Vice Pres

Sue Collie
Secretary

Tom Clark
Treasurer