



**IMA Group Health and Flexible
Spending Account Plan
Summary Plan Description**

**Dependent Care Spending
Account**

January 1, 2021

IMA Group Health and Flexible Spending Account Plan

Summary Plan Description

Dependent Care Spending Account

1. Introduction and Important Notices

This Summary Plan Description is designed to explain some of the more important terms and provisions of the dependent care spending account option available under the IMA Group Health and Flexible Spending Account Plan (the “Plan”) and the operation of certain pre-tax elections under the Plan Sponsor’s Code Section 125 cafeteria plan (the “Cafeteria Plan”). This is only a summary of the Plan and the dependent care spending account option available under the Plan. It may omit details which may be of importance to you in a given situation. If there is any conflict between the Summary Plan Description and the formal plan documents, the terms and conditions of the plan documents will control. The Plan Administrator has full power to administer the coverage described herein, including without limitation, the power to make discretionary interpretations regarding the terms and provisions of any plan and to make factual findings with respect to any issue arising under any plan, its interpretation to be final and conclusive on all persons.

1.1 Benefit Descriptions. This document should be attached to the benefit summaries, certificates of coverage, benefit description booklets, summary plan descriptions, and other similar descriptions (hereinafter “Benefit Descriptions”) that have been provided to you to describe the dependent care spending account option available under the Plan. If you have lost or misplaced one or more of your Benefit Descriptions, a replacement will be furnished without cost to you upon request to the Plan Administrator. This document, along with such Benefit Descriptions for the dependent care spending account option available under the Plan, constitutes the Summary Plan Description for the dependent care spending account option available under the Plan. If there is any conflict between the terms of the Benefit Descriptions and this document, the terms of this document will control.

If you have any questions or wish to see the formal Plan documents, please contact the Plan Administrator.

1.2 No Right to Employment. No plan maintained by The IMA Financial Group, Inc. or any affiliate is intended to create any contractual right of employment, and nothing contained therein or in this summary plan description shall be construed as a guarantee of employment for any specific period of time or for any specific type of work.

1.3 Reservation of Rights. The IMA Financial Group, Inc. reserves all rights to make changes at any time in the benefits, costs, and other provisions relative to any benefit plan, including, but not limited to, retiree medical provisions (if any). Those changes could include the complete termination of benefits for all individuals or certain groups of individuals. No employee, spouse, or dependent will acquire any vested (nonforfeitable) right to have benefits or other provisions of the plan remain unmodified or in effect. In addition, your employer reserves all rights to make changes at any time in the costs or contributions relative to any benefit plan or option, notwithstanding any actual or alleged agreement, document, or other communication to the contrary.

2. Plan Administration

2.1 Name of Plan and Plan Number.

IMA Group Health and Flexible Spending Account Plan – Plan Number 501

The dependent care spending account option described in this Summary Plan Description is offered as part of the IMA Group Health and Flexible Spending Account Plan.

2.2 Name and Address of Plan Sponsor.

The IMA Financial Group, Inc.
8200 E. 32nd Street North
Wichita, Kansas 67226

A complete list of other employers sponsoring the plan (if any) may be obtained by participants and beneficiaries upon written request to the Plan Administrator.

2.3 Employer Identification Number.

48-0805634

2.4 Plan Administrator.

The IMA Financial Group, Inc.
8200 E. 32nd Street North
Wichita, Kansas 67226
(316) 267-9221

2.5 Plan Administration. The Plan is administered by The IMA Financial Group, Inc., which is the “plan administrator” for the Plan. The following organizations also provide administrative services to the Plan, including review and payment of claims:

NueSynergy
4601 College Blvd., Suite 280
Leawood, KS 66211
(913) 653-8381

2.6 Agent for Service of Legal Process.

The IMA Financial Group, Inc.
Attn: Eric M. Pauly, General Counsel
8200 E. 32nd Street North
Wichita, Kansas 67226

Service of legal process may also be made upon the Plan Administrator.

2.7 Plan Year. The Plan operates on a 12-month period commencing January 1. In general, accounting is done as of the last day of the plan year.

3. Eligibility and Enrollment

3.1 Eligibility. Generally, all employees who are regularly scheduled to work 20 or more hours

per week, who normally work 12 months each plan year, who have been employed for at least 30 days, and who satisfy all other conditions established by the Plan and the Benefit Description are eligible to participate in dependent care spending account coverage under the Plan's dependent care spending account option on the first day of the month following or coincident with their eligibility date, provided they enroll within the time limitations established by the Plan Administrator.

3.2 Continuing Eligibility. Generally, participation in dependent care spending account coverage under the Plan will continue until the earliest of: (i) the date the dependent care spending account coverage described in this Summary Plan Description is no longer offered under this Plan; (ii) the date on which the Plan terminates; (iii) the day you no longer satisfy the eligibility requirements for dependent care spending account coverage; (iv) the end of the period for which any required contribution was last paid; or (v) the date coverage terminates under the Benefit Description.

3.3 Eligibility When Re-Employed. Generally, if you quit working after becoming eligible to participate and return to work during the same plan year the following rules will apply:

- (a) If re-employment occurs within 30 days and during the same plan year, you will not be allowed to make a new election but will be required to continue the same election in place at the time you terminated employment, subject to recognized changes in status occurring during your absence. If re-employment occurs within 30 days but during the following plan year, you will be permitted to make a different election than was in place at the time you terminated employment and will be immediately eligible for coverages offered under the Plan (no waiting period will apply). If you elect to resume or commence coverage, or if coverage resumes automatically, coverage will resume or commence as of the first day of the calendar month immediately following the return to service.
- (b) If re-employment occurs after 30 days but within 91 days, you will be permitted to make a different election than was in place at the time you terminated employment and will be immediately eligible for coverages offered under the Plan (no waiting period will apply). If you elect to resume or commence coverage, coverage will resume or commence as of the first day of the calendar month immediately following the return to service.
- (c) If re-employment occurs after 91 days, upon return to active employment you will be treated as a new employee and permitted to enter into a new election after again satisfying the applicable eligibility requirements, including any applicable waiting period.

3.4 Enrollment Procedures. When you become eligible to participate in the dependent care spending account option under the Plan, you may request that the Plan Administrator provide you with enrollment information. A new participant who fails to make an election for dependent care spending account coverage on or before the last day of the enrollment period will be deemed to have elected not to participate in such coverage under the Plan. The following rules also apply:

- (a) There may be an annual re-enrollment of all eligible employees during the enrollment period established by the Plan Administrator. During the open-enrollment period, you will have the opportunity to decide to what extent you want to participate in available coverages under the Plan for the upcoming plan year.

The election you make during this time period will be effective for the next plan year.

- (b) **If you have previously elected to participate in dependent care spending account coverage under the Plan but you fail to return a new enrollment form for any subsequent plan year, you will be deemed to have made the same election as was in effect just prior to the end of the preceding plan year.** You will also be deemed to have agreed to a reduction in compensation for the subsequent plan year equal to your share of the cost (as determined by the employer) of providing such coverage. Notwithstanding the foregoing, the Plan Administrator may require you to make a new election with respect to one or more available coverages, if the Plan Administrator deems it necessary or desirable to do so.

3.5 Irrevocability of Election. Any election you make under the Cafeteria Plan cannot be changed by you during the plan year unless such change is permitted under the Cafeteria Plan. Any revocation or change of election made by you must be made in writing and must be proximate in time to the occurrence of the circumstances giving rise to the revocation or change. Except as required by law, a revocation or change generally will not be accepted more than 30 days after the occurrence giving rise to the revocation or change. Any new election generally will be prospectively effective as of the first day of the month following receipt of timely notice.

3.6 Certain Changes in Elections. Notwithstanding the general rule that elections under the Cafeteria Plan are irrevocable, changes under the Cafeteria Plan generally are permitted in accordance with the following:

- (a) You may be allowed to revoke your election and make a new election if you have a change in status and your election change is consistent with your change in status. Permissible status changes include the following:
- (1) Events that change your legal marital status including marriage, death of a spouse, divorce, legal separation, or annulment.
 - (2) Events that change the number of your dependents including birth, death, adoption, or placement for adoption.
 - (3) Any of the following events that change your employment status or that of your spouse or dependent: termination or commencement of employment, a strike or lockout, a commencement or return from an unpaid leave of absence, a change in worksite or a change in employment status with the consequence that the individual becomes or ceases to be eligible to participate in a cafeteria plan or other employee plan benefit of such person.
 - (4) Events that cause your dependent to satisfy or cease to satisfy the requirements for coverage including attainment of a specified age, changes in student status, or other similar circumstance.
 - (5) A change in the place of residence or worksite of you or your spouse or dependent.

- (6) Any other change or revocation which the Plan Administrator determines will allow a change or revocation of an election during the plan year under the regulations or rulings of the Internal Revenue Service.
- (b) In addition to the foregoing status changes, the following changes will also be allowed:
- (1) In the case of a plan subject to the Health Insurance Portability and Accountability Act of 1996 you may be allowed to revoke an election for coverage under a group health insurance plan during a period of coverage and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f).
 - (2) A conforming election under a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires accident or health insurance coverage for your child or for a foster child who is your dependent (the foregoing includes an election to provide coverage for the child if the order requires coverage for the child under your plan and cancellation of coverage for the child if the order requires the spouse or former spouse or other individual to provide coverage for the child and that coverage is in fact provided).
 - (3) If you or your spouse or dependent is enrolled in an accident or health plan of the employer and become enrolled under Medicare Part A or Part B of Title XVIII of the Social Security Act or Title XIX of the Social Security Act (other than coverage consisting solely of benefits described in Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines)) you may make a prospective election to cancel or reduce coverage for that individual.
 - (4) If you or your spouse or dependent loses coverage under Medicare or Medicaid, a prospective election may be made to commence or increase coverage of that individual.
- (c) You may also be allowed to revoke a benefit election agreement for the balance of a plan year and make a new prospective election change if both the revocation and new election change is on account of and corresponds to an election change made under another employer's plan if (i) the other cafeteria plan or qualified benefit plan permits participants to make an election change under applicable IRS rules, or (ii) the plan year of this plan is different from the period of coverage under the other cafeteria plan or other qualified benefits plan.
- (d) Also, if the cost of qualified benefits significantly increase or decrease during the plan year, the Plan Administrator may allow you to make a corresponding change in your election. Further, if you or your spouse or dependent experience a significant curtailment of coverage, the Plan Administrator may allow you to make certain prospective changes in your election.

Caution: Your ability to obtain or otherwise modify coverages under some of the above rules may be limited by the rules and requirements of the applicable plan and/or any insurance carrier or HMO providing underwriting

and/or benefits under such plan. You should refer to such rules and requirements prior to choosing to eliminate or otherwise modify any coverages for yourself and/or an affected spouse or dependent.

- (e) To insure that special nondiscrimination rules governing the Cafeteria Plan are satisfied, the Plan Administrator may take whatever action is necessary to assure compliance with these rules. This action may include modifying or reducing your salary reduction election.
- (f) Special rules applicable to leaves under the Family and Medical Leave Act of 1993 (“FMLA”) are set forth in the plan documents.

4. Claims

4.1 Claims for Benefits. To obtain benefits from an insurance contract or self-funded arrangement you must follow the claims procedures under the applicable insurance contract or self-funded arrangement. Such procedures may require you to complete, sign, and submit a written claim on the insurance carrier’s or Plan Administrator’s claim form. Forms are available from the insurance carrier or Plan Administrator, as applicable. The insurance carrier or Plan Administrator will decide your claim in accordance with its reasonable claims procedures, as required by ERISA. If the insurance carrier or Plan Administrator denies your claim, in whole or in part, you will receive a written notification setting forth the reasons(s) for the denial.

4.2 Denial of Claim. If your claim is denied, you may appeal to the insurance carrier or Plan Administrator for a review of the denied claim. The insurance carrier or Plan Administrator will decide the claim appeal in accordance with its reasonable claim procedures, as required by ERISA. If you fail to appeal on time, you may lose the right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which is generally a prerequisite to bringing a suit in state or federal court). For more information and details regarding claims procedures for the various coverages available under the Plan, you should refer to the applicable claims procedures in the attached Benefit Descriptions.

5. General Information

5.1 Plan Amendment. The IMA Financial Group, Inc. reserves the right to amend any plan, or any coverage available under any plan, in any manner, at will, and at any time, including, but not limited to, retiree medical coverage (if any) offered under any plan. No one will acquire any vested (nonforfeitable) right to have benefits, costs, or other plan provisions remain unmodified or in effect.

5.2 Plan Termination. The IMA Financial Group, Inc. specifically reserves the right to terminate any plan, or any coverage available under any plan, in whole or in part, at will, and at any time.

5.3 Erroneous Payments. If you, or your dependent or any other person, receives any amount of benefits that the Plan Administrator in its sole discretion later determines that you were not entitled to receive under the terms of any plan, you are required to make reimbursement to the plan. In addition, the Plan Administrator has the right to offset any future claims for benefits against amounts that you were not otherwise entitled to receive.

- 5.4 Fraud or Misrepresentation.** If any person obtains coverage and/or benefits or other payments under the Plan by reason of any direct or indirect act of fraud or misrepresentation (including fraud or misrepresentation by omission), as determined by the Plan Administrator in its sole discretion, such individual will be required to make restitution to, and/or pay any direct or indirect fees, expenses, costs, losses, or other damages suffered by, the Plan and/or the employer by reason of such act of fraud or misrepresentation in such amount or amounts as may be determined by the Plan Administrator, in its sole discretion. The Plan Administrator also may take such other and further action with respect to such individual as it deems necessary or appropriate, including, but not limited to, retroactively terminating such individual's participation in the Plan (in whole or in part).
- 5.5 Additional Questions.** This Summary Plan Description is a summary of provisions and cannot answer all questions which might arise. Please contact the Plan Administrator about any questions you might have.
- 5.6 Compliance with Law.** The Plan and its component benefits are intended to comply with, and will be interpreted, construed, and administered in a manner that complies with, the requirements of all applicable laws, including (to the extent applicable) ERISA, HIPAA, COBRA, USERRA, the Newborns' and Mothers' Health Protection Act, the Women's Health and Cancer Rights Act, the Family and Medical Leave Act, the Mental Health Parity Act, the Mental Health Parity and Addiction Equity Act, the Health Information Technology for Economic and Clinical Health Act, Michelle's Law, the Genetic Information Nondiscrimination Act, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, and the Internal Revenue Code.

6. Benefit Descriptions

The Benefit Descriptions provide additional information regarding the specific terms and provisions of the coverages available to you under the Plan. You are encouraged to carefully review the Benefit Description in its entirety. **You should pay particular attention to the limitations and exclusions described in the Benefit Descriptions, and any required conditions precedent to receiving benefits (e.g., prior authorization), before incurring any claim for benefits.** In addition, coverage may be reduced or unavailable for goods or services obtained out of network.

SUMMARY OF MATERIAL MODIFICATIONS TO THE SECTION 125 PLAN

This document summarizes important changes to your Section 125 Plan. If you have any questions regarding the changes outlined in this Summary of Material Modifications (“SMM”), you should contact your HR team. Keep a copy of this SMM with your Summary Plan Description for future reference.

Temporary Addition of the Carryover for the 2020 and 2021 Healthcare Flexible Spending Account and Dependent Care Assistance Program

- 1.1 **Temporary expansion and limit waiver for Carryover.** For Plan Years ending both in 2020 and 2021, the Plan will allow any unused funds remaining in the Dependent Care Assistance Program to Carryover from said Plan Year to the Plan Year’s ending in 2021 and 2022.
- 1.2 **Termination Date.** The provisions of this Amendment will end on December 31, 2022.

SUMMARY OF MATERIAL MODIFICATIONS TO THE SECTION 125 PLAN

This document summarizes important changes to your Section 125 Plan. If you have any questions regarding the changes outlined in this Summary of Material Modifications (“SMM”), you should contact your HR team. Keep a copy of this SMM with your Summary Plan Description for future reference.

Temporary Contribution Limit Increase for Dependent Care Assistance Program

- 1.1 Temporary Contribution Limit Increase.** For tax year 2021 only, the maximum amount of Dependent Care Assistance Program benefits that can be excluded from income is temporarily increased from \$5,000 to \$10,500 (from \$2,500 to \$5,250 for taxpayers who are married filing separately).
- 1.3 Effective Date.** The provision of this Amendment shall be effective on January 1, 2021.
- 1.2 Termination Date.** The provisions of this Amendment will end on December 31, 2021.

SUMMARY OF MATERIAL MODIFICATIONS TO THE SECTION 125 PLAN

This document summarizes important changes to your Section 125 Plan. If you have any questions regarding the changes outlined in this Summary of Material Modifications (“SMM”), you should contact your HR Team. Keep a copy of this SMM with your Summary Plan Description for future reference.

Changes to Eligible Mid-Year Changes to Benefits through the Section 125 Plan

1.1 Expansion of Eligible Mid-Year Benefit Changes. Effective retroactively on or after January 1, 2021, the Plan will allow an Employee who is eligible to make salary reduction contributions under the Plan to elect prospectively to:

- Make a new enrollment election
- Decrease an existing election
- Increase an existing election

Provided the conditions defined in Sections 2.3 are satisfied, the above selected changes will apply to Plan Years ending both in 2020 and 2021, to Employees enrolled in (“Benefit Account”):

- Healthcare Flexible Spending Account Plan
- Dependent Care Assistance Program

1.2 Conditions to allow a decrease in existing election. The amount of an Employee’s decrease to an existing election must be equal to or greater than the total year-to-date disbursements from the Benefit Account.



IMA DEPENDENT CARE SPENDING ACCOUNT OPTION

BENEFIT DESCRIPTION

JANUARY 1, 2015

**IMA
DEPENDENT CARE SPENDING ACCOUNT OPTION
BENEFIT DESCRIPTION**

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**IMA
DEPENDENT CARE SPENDING ACCOUNT OPTION
BENEFIT DESCRIPTION**

ARTICLE I – INTRODUCTION

Section 1.01. Introduction. This Benefit Description sets forth the terms and provisions of the Dependent Care Spending Account Option (the “Option”) under the IMA Group Health and Flexible Spending Account Plan (the “Plan”). If there is any conflict between this document and the Plan document, the terms and conditions of the Plan document will control. The Plan Administrator has full power to administer the Option and the Plan, including, without limitation, the power to make discretionary interpretations regarding the terms and provisions of any plan or arrangement and to make factual findings with respect to any issue arising under any plan or arrangement, its interpretation to be final and conclusive on all persons. If you have any questions or wish to see the Plan document, please contact the Plan Administrator.

Section 1.02. Separate Plan/Option. This Option is one of several benefit coverages available pursuant to the Plan. Coverage pursuant to this Option shall not entitle an individual to coverage pursuant to any other benefit coverages available under the Plan.

ARTICLE II – DEFINITIONS

Where the following words and phrases appear in this Description, they shall have the respective meaning as set forth in this Article unless the context clearly indicates to the contrary.

Section 2.01. Administrator or Plan Administrator means the Company or one or more person(s) or entities designated by the Company to carry out the various administrative duties with respect to this Option and the Plan in a manner consistent with the terms of the Plan and ERISA.

Section 2.02. Benefit Description or Description means this document describing the benefits available under the Option.

Section 2.03. Cafeteria Plan means the IMA Flexible Benefits Cafeteria Plan. The terms “Cafeteria Plan” and “Flexible Benefits Plan” are used interchangeably herein.

Section 2.04. Calendar Year means the 12-month period commencing January 1.

Section 2.05. Claims Administrator means the person(s) or entities duly authorized by the Company and/or the Plan Administrator to administer all or part of the Option or Plan.

Section 2.06. Code means the Internal Revenue Code of 1986, as amended from time to time, and corresponding provisions of future United States revenue laws along with any applicable proposed, temporary or final regulations issued by the United States Treasury.

Section 2.07. Company means The IMA Financial Group, Inc. and any successor thereto.

Section 2.08. Dependent for purposes of this Plan means any individual who is (i) a dependent of the Participant (as defined in Code Section 152(a)(1)) who is under the age of thirteen (13), or (ii) a dependent who is physically or mentally unable to care for himself or herself and has the same principal residence as the Participant for more than one-half of the Participant's taxable year, or (iii) a spouse who is physically or mentally unable to care for himself or herself and has the same principal residence as the Participant for more than one-half of the Participant's taxable year. In determining whether an individual is a Dependent, the special rules of Code Section 21(e)(5) shall be taken into account where applicable.

Section 2.09. Dependent Care Expenses means expenses incurred by a Participant which (i) are incurred for the care of a Dependent of the Participant or for related household services, (ii) are paid or payable to a Dependent Care Service Provider, and (iii) are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant, but such term shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is described in Section 2.08(i) or regularly spends at least eight hours each day in the Participant's household, or for expenses incurred for services at a camp where the Dependent stays overnight. Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

Section 2.10. Dependent Care Service Provider means a person who provides care or other services described in Section 2.09(i) above, but shall not include (i) a dependent care center (as defined in Section 21(b)(2)(D) of the Code), unless the requirements of Section 21(b)(2)(C) of the Code are satisfied, or (ii) a related individual described in Section 129(c) of the Code.

Section 2.11. Dependent Care Spending Account means the account described in Article V.

Section 2.12. Eligible Employee means an Employee of the Employer. In no event shall the term "Employee" include any individual classified, treated or otherwise characterized by the Employer as an independent contractor, consultant, leased employee, temporary agency employee or otherwise not treated by the Employer as an "Employee" for purposes of this Option. The term "Employee" shall not include any individual who is self-employed within the meaning of Code Section 401(c)(1) or who is treated as a partner under Code Section 1372, and no such deemed partner, actual partner, or other self-employed person may participate in this Option. In addition, the term "Eligible Employee" shall not include any individual covered under the provisions of a collective bargaining agreement unless such collective bargaining agreement specifically provides for participation in this Option or unless such individuals have been designated by the Plan Administrator as eligible to participate in this Option. The foregoing determination of whether an individual constitutes an "Employee" for purposes of this Option shall be made by the Employer subject to the approval and consent of the Plan Administrator in its sole discretion. Said determination shall apply for all purposes of this Option and regardless of whether such individual is later classified by any governmental agency, court, tribunal, governing body or any other person or entity as a common law employee of the Employer. It is the intent hereof that the Employer, subject to the approval and consent of the Plan Administrator in its sole discretion, shall decide which individuals are classified as an Employee for purposes of this Option.

Section 2.13. Employee means an individual who is employed and compensated (by (i) a payroll check issued directly from the Employer or Employer agent to the individual, (ii) direct payroll deposit made to the individual's account by the Employer or Employer agent, or (iii) other similar means of direct payment by the Employer or Employer agent, such as electronic pay card or debit card) by the Employer.

Section 2.14. Employer means the Company and any affiliated employer within the meaning of Code Section 414(b), (c) or (m) which adopts this Option for the benefit of its Employees.

Section 2.15. Enrollment Period means the time period established by the Plan Administrator in which benefit elections must be made.

Section 2.16. Entry Date means the first day of the month following or coincident with an Eligible Employee's satisfaction of this Option's eligibility requirements.

Section 2.17. Highly Compensated Employee means an individual defined by Code Section 414(q). For purposes of the determination whether an individual is a Highly Compensated Employee, the "top-paid group rule" of Code Section 414(q) will apply.

Section 2.18. Key Employee means an individual defined by Code Section 416(i)(1).

Section 2.19. Membership Costs means the Employee's contribution for the Employee's share of the cost of selected coverages under this Option.

Section 2.20. Option means this Dependent Care Spending Account Option offered pursuant to the Plan.

Section 2.21. Participant means any Eligible Employee who is qualified in accordance with Article III, and who remains as such under this Option. Where the context requires, the term "Participant" shall also include a former Participant.

Section 2.22. Plan means the IMA Group Health and Flexible Spending Account Plan, together with any and all amendments and supplements thereto.

ARTICLE III – ELIGIBILITY

Section 3.01. Eligibility. Each Eligible Employee is eligible to participate in this Option on the first Entry Date after his or her date of hire (subject to the limitations set forth in the Company's Flexible Benefits Plan), provided such Eligible Employee has satisfied all of the eligibility requirements set forth below and provided such Eligible Employee is still employed on such date. To be eligible to participate in this Option, an Eligible Employee must meet all of the following requirements:

- A. Agree and elect in the manner established by the Plan Administrator to reduce his or her compensation for purposes of payment of Membership Costs under this Option;
- B. Be regularly scheduled to work 20 or more hours per week;

- C. Normally work 12 months each Plan Year; and
- D. Have been employed for at least 30 days.

Section 3.02. Cessation of Participation. In general, a Participant will cease to participate in this Option as of the earliest of the following dates:

- A. The date this Option terminates; or
- B. The date on which the Participant ceases to be an Eligible Employee or otherwise ceases to be eligible under the requirements set forth in Section 3.01.

In the event a Participant ceases to be a Participant as provided for above, any balance in his or her Dependent Care Spending Account actually deducted or deductible from compensation as of the end of the pay period in which he or she ceases to participate shall remain in such account and the former Participant may continue to submit claims for a 90 day period after the end of the Calendar Year under Article VI for expenses incurred during the Calendar Year prior to the date of such cessation of participation. Any funds remaining in a former Participant's Dependent Care Spending Account at the end of this period shall be forfeited and made available for purposes of defraying reasonable administrative costs of the Plan. Except as set forth in the "Rehire" provisions of the Flexible Benefits Plan (and except as otherwise provided herein or as otherwise allowed in situations involving change of status), any Employee ceasing participation shall be prohibited from making any new benefit election for the remaining portion of the Calendar Year.

ARTICLE IV – ELECTION TO REDIRECT SALARY

Section 4.01. Election Procedure and Enrollment. For each Calendar Year, each Participant may elect to have such Participant's compensation reduced throughout the Calendar Year and applied by the Employer toward reimbursement of Dependent Care Expenses under this Option. The maximum amount of any such salary reduction under this Option for a Calendar Year shall be the least of: (i) the earned income of the Participant for the Participant's taxable year, (ii) the earned income of the Participant's spouse for such taxable year, or (iii) \$5,000 (\$2,500 in the case of a separate return by a married individual), and the minimum amount shall be \$120 per Calendar Year.

In the case of a spouse who is either (i) a full-time student at an educational institution, or (ii) physically or mentally incapable of caring for himself or herself, such spouse shall be deemed to have earned income of not less than \$200 per month (as adjusted by Code Section 21(d)(2)(A)), if the Participant has one Dependent, and \$400 per month (as adjusted by Code Section 21(d)(2)(B)), if the Participant has two or more Dependents. In the case of any husband and wife, this paragraph shall apply with respect to only one spouse for any one month.

Prior to the first pay day in a new Calendar Year, and any other required time of enrollment, the Plan Administrator may provide new enrollment information to each Participant and to each other Eligible Employee who is expected to become eligible for participation. Enrollment must be completed in the manner established by the Plan Administrator during the Enrollment Period which shall terminate prior to the beginning of the first pay period for which

the Participant's new election will apply.

A new Participant or Eligible Employee who fails to make an election with respect to this Plan on or before the last day of the Enrollment Period shall be deemed to have elected not to participate in this Option.

A Participant who has previously elected (or is deemed to have elected) to participate in this Option but who fails to make an election or re-enroll on or before the last day of the Enrollment Period for any subsequent Calendar Year shall be deemed to have elected not to participate in this Option for the subsequent Calendar Year.

Section 4.02. Irrevocability of Election. Elections made under this Option (or deemed made) shall be irrevocable by the Participant during the Calendar Year subject only to certain changes as provided in Sections 4.04 through 4.06. Any new election allowed hereunder shall be effective at such time as the Plan Administrator shall prescribe and the Claims Administrator can accommodate (e.g., changes generally will be effective as of the first day of the month following receipt of timely notice). In addition, except as otherwise required by law, all elections will be prospective only and must be made in accordance with rules and procedures prescribed by the Plan Administrator. All benefit election changes under this Option must be proximate in time to the occurrence of the event giving rise to the change. Except as otherwise required by law, no revocation or change will be accepted more than 30 days after the occurrence giving rise to the revocation or change.

Section 4.03. Changes by Plan Administrator. The Plan Administrator may take such actions as the Plan Administrator, in its sole discretion, deems appropriate for the operation and maintenance of this Option and/or to assure compliance with all applicable laws and regulations, including, without limitation, modifying elections by Highly Compensated Employees and/or Key Employees without the consent of such individuals and electing to treat this Option as a separate benefit plan.

Section 4.04. Cost and Coverage Changes. If the cost of a qualified benefits plan increases or decreases during a Calendar Year, Participants shall be required to make a corresponding prospective change in their payment amounts. In such a case, the Plan Administrator shall on a reasonable and consistent basis, automatically increase or decrease, as the case may be, all affected Participants' relevant benefit elections. Notwithstanding the foregoing, if the cost of a benefit package option significantly increases or significantly decreases during the Calendar Year, the Plan Administrator may allow all affected Participants to make a corresponding change in their election. The preceding sentence shall apply in the case of a dependent care spending account plan, so long as the cost change is permitted by the Code and applicable regulations.

Section 4.05. Change Under Spouse's or Dependent's Plan. A Participant may be allowed to revoke a benefit election agreement for the balance of a Calendar Year and make a new prospective election change if both the revocation and new election change is on account of and corresponds to an election change made under another employer's plan (including the plan of the same employer or another employer) if (i) the other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under the rules of Sections 4.04 or 4.06, or (ii) the period of coverage under this Option is different from the period of coverage under the other cafeteria plan or other qualified benefits plan. Changes in elections under this Option shall be coordinated to coincide with election changes made by

the Participant's spouse or dependent.

Section 4.06. Change of Status. A Participant may be allowed to revoke a benefit election agreement for the balance of a Calendar Year and make a new election if both the revocation and the new election are on account of and consistent with a change in status. For purposes of this Option, a change in status includes events that change the Participant's legal marital status including marriage, death of a spouse, divorce, legal separation or annulment; events that change the Participant's number of dependents including birth, death, adoption or placement for adoption; any of the following events that change the employment status of the Participant, the Participant's spouse or dependent: termination or commencement of employment, a strike or lockout, a commencement or return from an unpaid leave of absence, a change in worksite or a change in the employment status of the Participant, or the Participant's spouse or dependent with the consequence that the individual becomes or ceases to be eligible to participate in the cafeteria plan or other employee plan benefit of such person; events that cause the Participant's dependent to satisfy or cease to satisfy the requirements for coverage including attainment of a specified age, changes in student status or any other similar circumstance; a change in the place of residence of the Participant, or the Participant's spouse or dependent; and any other change or revocation which the Plan Administrator determines will allow a change or revocation of an election during the Calendar Year under the regulations or rulings of the Internal Revenue Service.

Section 4.07. Timing of Election. All elections, including permitted changes in elections, will be effective at such time as the Plan Administrator will prescribe and the Claims Administrator can accommodate (e.g., elections will be effective as of the first pay period following receipt of timely notice but not earlier than the first day of a month). Under no circumstances will an election to reduce compensation made with respect to this Option be accepted after the beginning of a pay period for which it is to be effective. All elections to reduce compensation must be completed prior to the beginning of the first pay period for which such election is to take effect and compensation is earned.

Section 4.08. Automatic Termination of Election. Elections made by a Participant under this Option (or deemed made) shall automatically terminate as of the date an Employee ceases to participate in this Option.

ARTICLE V – DEPENDENT CARE SPENDING ACCOUNTS

Section 5.01. Establishment of Accounts. The Company, or its designated Claims Administrator, will establish and maintain on its books a Dependent Care Spending Account for each Calendar Year with respect to each Participant who has elected to have his or her compensation reduced, in order to receive reimbursement of Dependent Care Expenses. The Dependent Care Spending Account shall be maintained for record keeping purposes only.

Section 5.02. Crediting of Accounts. There shall be credited to a Participant's Dependent Care Spending Account for each pay period an amount equal to the reduction, if any, in the Participant's compensation in accordance with the Participant's election and compensation reduction agreement under the Flexible Benefits Plan.

Section 5.03. Debiting of Accounts. A Participant's Dependent Care Spending Account for each Calendar Year shall be debited from time to time in the amount of any reimbursement

pursuant to this Option of Dependent Care Expenses incurred during such Calendar Year. The maximum reimbursement which the Participant may receive shall not exceed the amount credited to the Participant's Dependent Care Spending Account.

Section 5.04. Forfeiture of Benefits. The Company's Flexible Benefits Plan absolutely prohibits the carry over from one Calendar Year to the next Calendar Year of amounts dedicated to the payment or reimbursement of amounts under this Option. This Option also provides that no such amounts be used to pay for coverage extending beyond the end of the year. Any such amount held after the end of a Calendar Year and not utilized to reimburse Dependent Care expenses incurred in such Calendar Year on or before 90 days after the end of the Calendar Year will be made available for purposes of defraying reasonable administrative costs of the Plan.

The Flexible Benefits Plan and any corresponding elections made under this Option are intended to comply with applicable provisions of the Code, including applicable Treasury Regulations promulgated pursuant to Code Section 125. In that regard, any amount directed or contributed by an Employee under this Option, remaining unexpended or unapplied at the end of any Calendar Year shall be forfeited and not returned to the Participant directly or indirectly in any form, including cash, taxable salary, or any other form of benefits, nor shall this Option or any trust used in conjunction with this Option operate in any manner which would enable any Participant to carry over unused benefits beyond the end of the Calendar Year or which would allow the Participant to otherwise defer the receipt of compensation.

ARTICLE VI – REIMBURSEMENT OF DEPENDENT CARE EXPENSES

Section 6.01. Claims for Reimbursement. If offered by the Plan Administrator, a Participant may automatically be reimbursed through electronic means (e.g., debit card) from the Participant's Dependent Care Spending Account for Dependent Care Expenses, so long as the Participant has elected such treatment, if applicable, in the manner specified by the Plan Administrator. All other reimbursements of Dependent Care Expenses for a Calendar Year may be made by applying to the Administrator (or its designated Claims Administrator) for reimbursement of such expenses incurred (an expense is incurred on the date the service giving rise to the expense is actually provided) by the Participant during the Calendar Year by submitting an application in writing to the Administrator or its designated Claims Administrator, in such form as the Administrator (or its designated Claims Administrator) may prescribe, which application shall include the following information, to the extent relevant:

- A. The amount incurred, date, provider, and nature of the expense with respect to which a benefit is requested;
- B. A written statement from an independent third-party stating that the expense has been incurred and the amount of such expense;
- C. The name of the person, organization, or entity to which the expense was paid or incurred;
- D. The name of the person for whom the expense was incurred and the relationship of such person to the Participant;

- E. The amount recovered or expected to be recovered, under any other plan (including both private and government arrangements and plans) with respect to the expense, or any amount for which the Participant has no obligation to pay, including a written statement that the expense for which payment or reimbursement is sought has not been reimbursed or is not reimbursable under any other plan; and
- F. The Tax Identification Number (TIN) of the Dependent Care Provider.

Such application shall be accompanied by such additional documentation as the Plan Administrator (or its designated Claims Administrator) may request, including, but not limited to, bills, vouchers, invoices, receipts, or canceled checks. Under no circumstances shall the Plan Administrator (or its designated Claims Administrator) make advance reimbursements of future or projected expenses.

The Plan Administrator (or its designated Claims Administrator) shall deny reimbursement for any Participant's expense that is not sufficiently documented.

Section 6.02. Reimbursement or Payment of Expenses. Upon approval of a claim for reimbursement, the Plan Administrator (or its designated Claims Administrator) shall reimburse to the Participant, from the Participant's Dependent Care Spending Account, for Dependent Care Expenses incurred during the Calendar Year for which the Participant submits a written application and documentation in accordance with Section 6.01. At the option of the Plan Administrator (or its designated Claims Administrator), the Plan Administrator (or its designated Claims Administrator) may pay any Dependent Care Expenses directly to the person providing or supplying dependent care in lieu of reimbursing the Participant.

Section 6.03. No Grace Period. This Option does not offer a grace period. Thus, in no case will Participants be allowed to seek reimbursement from unused amounts remaining in their Dependent Care Spending Account at the end of the Calendar Year for Dependent Care Expenses incurred after the end of the Calendar Year.

ARTICLE VII – COMPANY

Section 7.01. Company Duties. The Company shall have the authority and responsibility for:

- A. Determining the design of this Option, including the right to amend or terminate this Option;
- B. The qualification of this Option under applicable law;
- C. The crediting of amounts to Dependent Care Spending Accounts under this Option and the disbursement of reimbursements from such accounts; and
- D. The exercise of all functions and powers as may be necessary to the operation of this Option, except such functions as are assigned to others pursuant to this Benefit Description.

Section 7.02. Delegation of Duties. The Company may delegate its duties and responsibilities under this Option to other persons.

Section 7.03. Action by Company. Whenever the Company under the terms of this Benefit Description is permitted or required to do or perform any act or matter or thing, it shall be authorized by the Company's governing board or body or shall be performed by an officer or other delegate thereunto duly authorized by such board or body.

Section 7.04. Funding Policy and Method. The cost of benefits are provided exclusively by Participant salary reduction elections. Salary reduction amounts paid pursuant to this Option are made during the Calendar Year based upon elections made by the Participant.

ARTICLE VIII – ADMINISTRATION

Section 8.01. Administration. This Option and the benefits available pursuant to this Option shall be administered by the Plan Administrator (and/or its designated Claims Administrator) in accordance with, and subject to, the terms and provisions of the Plan. Benefits under this Option will be paid only if the Plan Administrator (and/or its designated Claims Administrator) decides in its discretion that the applicant is entitled to them. The Plan Administrator (and/or its designated Claims Administrator) shall have the discretionary authority to interpret this Benefit Description and shall have full power and authority to administer this Option, and the benefits available pursuant to this Option, in all of its details. However, the Plan Administrator's authority under this Section 8.01 shall not extend to any matter as to which an administrator under any other plan or benefit coverage option is empowered to make determinations.

ARTICLE IX – CLAIMS

Section 9.01. Claims. Claims for benefits will be administered in accordance with the applicable provisions of the Plan.

ARTICLE X – AMENDMENT

Section 10.01. Right to Amend. The Company reserves the right, at will, at any time and from time to time, to modify, alter, or amend this Benefit Description or any other terms and provisions of this Option (including, without limitation, a retroactive modification, alteration, or amendment), in whole or in part, and any such modification, alteration, or amendment shall be binding upon the Plan Administrator, the Claims Administrator, any adopting Employers, the Eligible Employees, the Participants, and all other persons; provided, however, that the duties, powers and liabilities of the Plan Administrator (and/or any Claims Administrator) shall not be substantially increased without the Plan Administrator's (and/or Claims Administrator's) written consent. All amendments to this Benefit Description or any other terms or provisions of this Option shall be in writing.

ARTICLE XI –TERMINATION

Section 11.01. Termination. The Company has established this Option with the bona fide intention and expectation that it will be continued indefinitely, but the Company will have no obligation whatsoever to maintain this Option, or any part of this Option, for any given length of time and may at will, and at any time, discontinue or terminate this Option in whole or in part without liability. In addition, an adopting Employer shall have the right to discontinue or terminate its participation in this Option as to its Employees.

Section 11.02. Termination Procedures. Upon termination of this Option, the Company shall give notice of the same to all Participants, all individuals then receiving benefits under this Option, the Plan Administrator, any Claims Administrator, and any other affected person. Further, upon termination of this Option, all elections and reductions in compensation related to this Option shall terminate.

ARTICLE XII – MISCELLANEOUS

Section 12.01. Communication to Participants. The Company will notify all Participants of the availability and terms of this Option.

Section 12.02. Limitation of Rights. Neither the establishment of this Option nor any amendment thereof will be construed as giving to any Employee or other person any legal or equitable right against the Plan Administrator, Claims Administrator, Company, Employer, or any other person, except as expressly provided herein, and in no event will the terms of employment or service of any Employee be modified or in any way be affected hereby.

Section 12.03. Nonassignability of Rights. The right of any person to receive any benefit pursuant to this Option shall not be alienable by such person by assignment or any other method (except as otherwise provided in this Benefit Description), and will not be subject to be taken by such person's creditors by any process whatsoever, and any attempt to cause such right to be so subjected will not be recognized.

Section 12.04. No Guarantee of Tax Consequences. Neither the Plan Administrator, Claims Administrator, Employer, nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant will be excludible from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant with respect to salary reduction amounts or otherwise. It shall be the obligation of each Participant to determine whether each payment is excludible from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludible.

Section 12.05. Indemnification of Employer by Participants. Each Participant shall indemnify and reimburse the Employer for any liability the Employer may incur for failure to withhold federal or state income tax, social security tax, unemployment tax, or other required amounts from any payment or reimbursement. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payment or reimbursement had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax,

unemployment tax, or other required amounts that would have been paid on such compensation, less any such additional income tax, Social Security tax, unemployment tax, or other required amounts actually paid by the Participant.

Section 12.06. Information to be Furnished. Each Eligible Employee and Participant shall provide the Company, Employer, Plan Administrator, and any duly authorized Claims Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of this Option.

Section 12.07. Binding on Successors. This Benefit Description shall be binding upon all persons entitled to benefits under this Option, their respective heirs and personal representatives, upon the Employer, its successors and assigns, and upon the Plan Administrator and its successors.

Section 12.08. State Law. This Benefit Description shall be governed, construed, administered, and regulated in all respects under the laws of the State of Kansas to the extent such laws are not preempted by the laws of the United States of America.

Section 12.09. Headings. The headings used in this Benefit Description are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions herein.

Section 12.10. Notices. Except as otherwise provided in this Benefit Description or in the Plan, any notices or communications required to be given herein by any Participant, Employer, the Company, the Plan Administrator, or duly authorized Claims Administrator, shall be deemed given when delivered or when placed in the United States mail in an envelope addressed to the last communicated address of the person to whom the notice is being given, with adequate postage thereon prepaid.

Section 12.11. Separate Liability. Except to the extent imposed by law, no person shall have the duty to question whether any other person is fulfilling all the responsibilities imposed upon such other person by this Option, the Code, or by any regulations or rulings issued under the Code.

Section 12.12. Word Usage. Wherever any words are used herein in the masculine or neuter gender, they shall be construed as though they were used in the feminine, masculine or neuter gender, as the context may require, and vice versa, and wherever any words are used herein in the singular form they shall be construed as though they were also used in the plural form, as the context may require, and vice versa.

Section 12.13. Severability. If any provision of this Benefit Description shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions thereof, and this Benefit Description shall be construed and enforced as if such provisions had not been included.

Section 12.14. Adoption by Other Employers. Any employer, corporation, or other entity with employees now in existence or hereafter formed or acquired, which is not already an Employer under this Option, and which is otherwise legally eligible, may in the future, with the consent and approval of the Company adopt this Option for all or any classifications of persons in its employment, and thereby, from and after the specified effective date, become an Employer

under this Option. However, the sole and absolute right to amend this Benefit Description and the terms and provisions of this Option is reserved to the Company. The adoption shall become, as to the adopting corporation or entity and its employees, a part of this Option, and may contain such specific changes or variations in the provisions hereof as may be acceptable to the Company. It shall not be necessary for the adopting corporation or entity to sign or execute the original or the amended plan documents. The administrative powers and control of the Company as provided in the Plan and/or this Benefit Description, including the sole right of amendment and of appointment and removal of the Plan Administrator, shall not be diminished by reason of the participation of any such adopting entity in this Option.

Section 12.15. Erroneous Payments/Fraud or Misrepresentation. If any person receives any payment that the Plan Administrator in its sole discretion later determines the person was not entitled to receive, such person shall be required to make reimbursement of such amounts. The Plan Administrator shall have the right to offset any future payment against amounts that the person was not otherwise entitled to receive. In addition, if any person obtains coverage and/or benefits or other payments under this Option by reason of any direct or indirect act of fraud or misrepresentation (including fraud or misrepresentation by omission), as determined by the Plan Administrator in its sole discretion, such individual shall be required to make restitution to, and/or pay any direct or indirect fees, expenses, costs, losses, or other damages suffered by, the Plan and/or the Employer by reason of such act of fraud or misrepresentation in such amount or amounts as may be determined by the Plan Administrator, in its sole discretion. The Plan Administrator also may take such other and further action with respect to such individual as it deems necessary or appropriate, including, but not limited to, retroactively terminating such individual's participation in this Option.

Section 12.16. No Contract of Employment. Nothing contained herein shall be construed to constitute a contract of employment between an Employer and any Employee. Nothing herein contained shall be deemed to give any Employee the right to be retained in the employ of an Employer or to interfere with the right of the Employer to discharge any Employee at any time without regard to the effect such discharge might have on the Employee as a Participant under this Option.

Section 12.17. Indemnification by Employer. Each Employer shall indemnify and save harmless each member of its governing body and any Employee of the Company (or any Employer), from and against losses resulting from liability to which they may be subjected by reason of any act or conduct (except willful or wanton misconduct) in their official capacities in the administration of this Option. Expenses shall include the amount of any settlement or judgment, costs, counsel fees, and related charges reasonably incurred in connection with a claim asserted, or a proceeding brought in settlement thereof. The foregoing right of indemnification shall be in addition to any other rights to which any such person may be entitled as a matter of law.

ADOPTION OF BENEFIT DESCRIPTION

This Benefit Description is hereby adopted by the Company, effective as of the 1st day of January, 2015.

THE IMA FINANCIAL GROUP, INC.

By:

Name:

Title:

ATTEST:
