

**A SUMMARY PLAN DESCRIPTION OF
THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION
RETIREMENT PLAN**

October 2003

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INTRODUCTION

Type of Plan

Effective January 1, 2002, Confederated Tribes of the Colville Reservation amended its 401(k) cash or deferred plan, which is named the The Confederated Tribes of the Colville Reservation Retirement Plan and which will be referred to in this summary plan description as the "Plan". The Plan was originally effective July 1, 1995.

Plan Sponsor

The sponsor of the Plan is Confederated Tribes of the Colville Reservation, and this summary will sometimes refer to Confederated Tribes of the Colville Reservation as the "Employer", "we", "us" or "our". Our address is P. O. Box 150, Nespelem, WA 99155; our telephone number is (509) 634-2839; and our employer identification number is 91-0557683.

Purpose of the Summary

This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements we may have made about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator, whose name and address is set forth in the next section.

PLAN ADMINISTRATION

Plan Trustees

The Plan is administered by a written plan and trust agreement, and the trustee of that agreement is responsible for management of the Plan's assets. The Trustee is AST Trust Company, whose address is P.O. Box 52129, Phoenix, AZ 85072-2129.

Plan Administrator

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The Administrator of the Plan is Confederated Tribes of the Colville Reservation, whose address is P. O. Box 150, Nespelem, WA 99155, and whose telephone number is (509) 634-2839.

Other Information

We have assigned number 005 to the Plan. The accounting year of the Plan, called the Plan Year, begins January 1st and ends the following December 31st; and legal process can be served on either the Administrator, the Employer, or the Trustee.

PLAN PARTICIPATION

Eligible Employees

Any employee of Confederated Tribes of the Colville Reservation who is also considered an Eligible Employee will enter the Plan as a Participant on the Entry Date as of which he or she satisfies the eligibility requirements described below in *General Eligibility Requirements*.

All employees are considered Eligible Employees except for the following ineligible classes of employees: (1) any employee whose employment is governed by the terms of a collective bargaining agreement in which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for his or her inclusion in the Plan; and (2) any employee who is a non-resident alien who does not receive any earned income from us which constitutes income from sources within the United States.

In addition, you will not be an Eligible Employee if we consider you to be an independent contractor on your date of hire or on the day you would have entered the Plan as a Participant had you been an Employee or on the first day of each subsequent Plan Year. You will also not be considered an Eligible Employee if you are leased and you are covered under a certain type of money purchase pension plan sponsored by the leasing company.

General Eligibility Requirements

If you are not already a Participant, you will be eligible to enter the Plan as a Participant upon completing 1 Hour of Service.

See the section titled *SERVICE RULES* for an explanation of how eligibility computation periods and Years of Service for eligibility are determined.

Entry Date

After you have satisfied the eligibility requirements described above in *General Eligibility Requirements*, you will actually enter the Plan as a Participant on the same date on which you satisfy those requirements.

Participation by Employees Whose Status Changes

If you are not considered an Eligible Employee but later become one, you will participate in the Plan immediately if you otherwise satisfy the eligibility requirements. If you are a Participant and later become a member of an ineligible class, your Plan participation will be suspended but your Vested Interest percentage will continue to increase, and you will be entitled to an allocation for the Plan Year only to the extent of service you completed while an Eligible Employee. Upon returning to an eligible class of employees, you will immediately participate again in the Plan.

Participant upon Re-employment

If you terminate employment but you're subsequently re-employed by us, your Years of Service for purposes of eligibility, as well as for purposes of determining when you enter or re-enter the Plan as a Participant, will be determined as described in *SERVICE RULES* below.

SERVICE RULES

Service Definitions

Service for purposes of vesting and eligibility will be determined by your Years of Service. A *Year of Service* is a 12-month computation period during which you complete a certain number of Hours of Service. An *Hour of Service* is any hour for which you have a right to be paid by us or by any adopting Employer, including hours you are paid for vacation, holidays, illness, back pay and maternity leave. You will incur a *Break in Service* if you fail to perform more than 500 Hours of Service during any 12-consecutive month computation period described below. A Break in Service may affect your eligibility to receive an allocation of contributions and the computation of your Vested Interest. You will receive credit for a Year of Service as follows:

- (1) **To determine your eligibility to participate:** In determining your eligibility to participate in the Plan, you will be credited with a Year of Service if you complete 1 Hours of Service within a 12-consecutive month eligibility computation period. Your initial eligibility computation period begins on your date of hire. The second eligibility computation period will begin on the first day of the Plan Year which begins prior to the first anniversary of your date of hire. If you complete 1 Hours of Service in both the initial eligibility computation period and in the second eligibility computation period, you will be credited with two Years of Service for eligibility purposes.
- (2) **To determine your Vested Interest:** In determining the Vested Interest in your Account, you will be credited with a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month vesting computation period, which is the Plan Year.

Termination and Return to Employment

If you terminate and return to employment with us before you incur a Break in Service, your Years of Service and Plan participation will not be deemed interrupted. If you return to employment with us after a Break in Service, your Breaks in Service will not be counted but your prior Years of Service will be counted (and if you were a Participant, your Plan participation will be reinstated) upon your re-employment, subject to the following rules:

- (1) **In determining your eligibility:** In determining your eligibility to participate in the Plan, your prior Years of Service will not be counted if you did not have a Vested Interest in your Account and if the number of your consecutive Breaks in Service equals or exceeds the greater of five or your aggregate number of Years of Service.
- (2) **In determining your Vested Interest:** In determining the Vested Interest in your Account, if you had five or more Breaks in Service, your prior Years of Service will not be counted if you did not have a Vested Interest before incurring five or more Breaks in Service and the number of your consecutive Breaks in Service equals or exceeds your aggregate number of Years of Service before incurring five or more Breaks in Service.

Credit for Service with Other Employers

For Plan purposes, your Service counts if it was completed with us, with another Employer that adopts the Plan, and with any direct predecessor business that is or would have been considered a part of the same group of affiliated employers with us or another adopting Employer.

CONTRIBUTIONS AND ALLOCATIONS

Elective Deferrals

Effective November 1, 1995, provided you're eligible, you can file a Salary Deferral Election form with the Administrator authorizing us to withhold as an Elective Deferral up to the maximum amount of your Compensation as determined by the Administrator which will not cause the Plan to violate certain non-discrimination tests required by the IRS. Elective Deferrals can be made in whole percentages of Compensation or in specific dollar amounts, and your Elective Deferrals will be allocated to your Elective Deferral Account.

Beginning with the Plan Year which begins in 2003, the maximum Elective Deferral you can make for any Plan Year will be 100% of your Compensation.

Notwithstanding the preceding paragraph, your Elective Deferrals for any Plan Year cannot exceed the annual permissible dollar limit in effect for that Plan Year, which is \$11,000 for 2002, increasing

by law to \$12,000 in 2003, \$13,000 in 2004, \$14,000 in 2005 and \$15,000 in 2006. Additional “catch-up” contributions can be made beginning in the Plan Year in which you will be at least age 50 by the end of the Plan Year. The maximum “catch-up” contribution is \$1,000 in 2002, increasing by law to \$2,000 in 2003, \$3,000 in 2004, \$4,000 in 2005 and \$5,000 in 2006.

In any Plan Year in which you have not deferred at the maximum rate permitted by the Plan, you can elect to defer up to 100% of your Compensation for one or more pay periods to raise your deferral to the maximum rate permitted by the Plan.

For Elective Deferral purposes, your Compensation is the total remuneration you receive from us during the Plan Year, excluding any amount in excess of the annual dollar limit. Compensation earned by any Fisheries Employee, even though it may not be treated as wages for income tax or social security purposes, shall be treated as Compensation for purposes of the Plan. The current annual dollar limit is \$200,000, but this dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law.

Elective Deferrals made by certain “highly compensated” employees (or HCEs) may be limited under IRS rules unless (a) there are no Participants who are not considered HCEs, or (b) there are Participants who are considered HCEs and the amount of Elective Deferrals for non-HCEs when compared to the amount of Elective Deferrals for HCEs is considered sufficient to pass special IRS non-discrimination testing. This test is intended to ensure that there is a fair level of participation by all Participants regardless of compensation level.

To meet the non-discrimination test, we encourage participation from all Eligible Employees. Depending upon the results of the test, shortly after the end of each Plan Year, the Administrator may have to refund to certain HCEs a portion of their Elective Deferrals that have already been contributed to the Plan, as determined under IRS regulations. Generally, Elective Deferrals will be refunded on a pro-rata basis from each investment option selected. You will be notified by the Plan Administrator if any of your Elective Deferral contributions will be refunded to you.

Salary Deferral Election Forms

You can change your Salary Deferral Election form semi-annually on dates determined by the Administrator. You can also suspend or cancel your Salary Deferral Election form effective 30 days after giving written notice to the Administrator, in which case you cannot make a new election until the next semi-annual election date. If necessary to insure that the Plan satisfies the non-discrimination tests mentioned in the preceding section, we also have the right to reduce or suspend your Salary Deferral Election at any time.

Matching Contributions

For each Plan Year in which you are eligible to receive a Matching Contribution, we intend to make a basic Matching Contribution to the Plan equal to 25% of your Elective Deferral which does not exceed 4% of your Compensation. We may also elect to make an additional discretionary Matching Contribution in addition to the basic Matching Contribution described above. Matching Contributions will be allocated to your Matching Contribution Account.

For certain Plan Years, we may elect to make a Qualified Matching Contribution to satisfy certain non-discrimination tests required by the IRS. This contribution may or may not be made for all Participants. If a contribution is made on your behalf, it will be allocated to your Qualified Matching Contribution Account, which will be 100% Vested at all times.

Non-Elective Contributions

The Employer may also make other contributions to the Plan which are called Non-Elective Contributions. These contributions are totally discretionary, including the discretion to forego a contribution for one or more Plan Years. In any Plan Year in which a Non-Elective Contribution is made and in which you are an Eligible Participant, an allocation will be made to your Non-Elective Contribution Account in the ratio that your Compensation for the Plan Year bears to the total Compensation of all Eligible Participants for the Plan Year. This means that the amount allocated to each Eligible Participant's Non-Elective Account will, as a percentage of Compensation, be the same. For example, if the contribution is equal to 5% of all Eligible Participant's Compensation, that's the amount that will actually be allocated each Eligible Participant's Non-Elective Contribution Account.

For Non-Elective Contribution purposes, your Compensation is the total remuneration you receive from us during the Plan Year, excluding any amount in excess of the annual dollar limit. The current annual dollar limit is \$200,000, but this dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law.

If you are an Employee on the last day of the Plan Year in an eligible class of Employees, you will be an Eligible Participant for that Plan Year for the purpose of receiving an allocation of Non-Elective Contributions if you also complete at least 1 Hour of Service during the Plan Year. If you terminate employment before the last day of the Plan Year and you are not in an eligible class of Employees on the date you terminate, you cannot be an Eligible Participant for that Plan Year. If you terminate employment before the last day of the Plan Year and you are in an eligible class of Employees on the date you terminate, you will only be an Eligible Participant for the purpose of receiving a Non-Elective Contribution as described below:

- (1) **Termination because of retirement:** If you terminate because of retirement on or after Normal or Early Retirement Age, you will be an Eligible Participant for that Plan Year regardless of the number of Hours of Service you complete during that Plan Year.
- (2) **Termination because of death:** If you terminate because of your death, you will be an Eligible Participant for that Plan Year regardless of the number of Hours of Service you complete during that Plan Year.
- (3) **Termination because of disability:** If you terminate because of Disability, you will be an Eligible Participant for that Plan Year regardless of the number of Hours of Service you complete during that Plan Year.
- (4) **Termination for any other reason:** If you terminate for reasons other than retirement, death or Disability, you will be an Eligible Participant for that Plan Year if you complete at least 1 Hour of Service during that Plan Year.

For certain Plan Years, we may elect to make a Qualified Non-Elective Contribution to satisfy certain non-discrimination tests required by the IRS. This contribution may or may not be made for all Participants. If a contribution is made on your behalf, it will be allocated to your Qualified Non-Elective Contribution Account, which will be 100% Vested at all times.

Maximum Contribution Allocation

The IRS limits the amount that can be allocated to your Account for any Plan Year, but this limit only applies to our contributions, your Elective Deferrals, and to any forfeited amounts from terminated Participants that may be allocated to your Account. The total amount of our contributions, your

Elective Deferrals, and forfeitures that can be allocated to your Account for any Plan Year cannot exceed the lesser of 100% of your Compensation for the Plan Year or \$40,000. This dollar amount may be changed in future years to reflect the cost of living as permitted under federal regulations or to reflect changes in the law. This allocation limitation does not apply to the amount of earnings that can be allocated to your Account, to Rollover Contributions, or to any other funds transferred to this Plan on your behalf from another qualified plan.

Top Heavy Allocations

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered top heavy. However, the Plan is exempt from providing this minimum allocation in any Plan Year in which we elect to satisfy this requirement by contributing on your behalf to another plan (if any) that we sponsor.

If the Plan is not exempt from this minimum allocation requirement, then for each Plan Year in which the Plan is considered top heavy and in which you are employed by us on the last day of the Plan Year, you will receive a minimum allocation equal to the lesser of (a) 3% of your Compensation, or (b) the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are "key" employees.

The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are "key" employees. A "key" employee for top heavy purposes is any employee who satisfies certain ownership requirements and any employee who is an officer and whose Compensation for the Plan Year exceeds certain IRS limits.

Rollover Contributions

If you participated in another qualified retirement plan before you were employed by us, you can transfer (or rollover) any distribution made to you from that plan to this Plan provided that all legal requirements (and any requirements imposed by the Administrator) with respect to such a transfer are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds over into this Plan.

If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Contribution Account established on your behalf. You will at all times have a 100% Vested Interest in all amounts credited to your Rollover Contribution Account.

You may withdraw up to 100% of your Rollover Contribution Account at any time prior to becoming a Participant in the Plan, and thereafter upon the earlier of (a) the date you are entitled to a distribution of your Plan Account, or (b) within an administratively reasonable time after you terminate employment. You may also request a withdrawal of all or any portion of your Rollover Contribution Account at any time prior to the dates described in (a) and (b) above. The Administrator may require up to 60 days notice in advance of the requested date of withdrawal. Any amount withdrawn cannot be redeposited to your Rollover Contribution Account.

BENEFIT UPON RETIREMENT

You will have a 100% Vested Interest in your Account if you reach Normal or Early Retirement Age while you are still employed by us. Normal Retirement Age is the date you reach age 65. Early Retirement Age is any date after you reach age 55 and complete at least five Years of Service. Your Account will be distributed within an administratively reasonable time after you terminate employment on or after Normal or Early Retirement Age. However, if you continue working for us

after Normal or Early Retirement Age, you can elect to receive a distribution even though you remain employed. When your Account is distributed, payment will be made in a lump sum.

BENEFIT UPON DISABILITY

If you become disabled before your Account is distributed, you are entitled to your Vested Interest. To be considered disabled, you must suffer a physical or mental condition that, in the opinion of a doctor approved by the Administrator, totally and permanently prevents you from performing your customary duties. However, you will not be considered disabled if the disability is caused by (1) chronic or excessive use of intoxicants or other substances; (2) an intentionally self-inflicted injury or illness; (3) an unlawful act you commit; or (4) military service. Your Vested Interest will be distributed within an administratively reasonable time after you terminate employment because of the disability. When your Vested Interest is distributed, it will be in a lump sum.

BENEFIT UPON DEATH

If you die before your Account is distributed, your beneficiary is entitled to your Vested Interest. If you are married, your spouse is designated by law to be the beneficiary of 100% of your Vested Interest. Your spouse can waive in writing his or her statutory death benefit, in which case you can name another beneficiary to receive 100% of your Vested Interest. Your death benefit will be distributed to your beneficiary in a lump sum.

BENEFIT UPON TERMINATION OF EMPLOYMENT

If you terminate employment with us before Normal or Early Retirement Age, or if you terminate employment with us before you die or become disabled, you will be entitled to receive the Vested Interest in your Account. Distribution will be made in a lump sum within an administratively reasonable time after you terminate employment.

DETERMINATION OF VESTED INTEREST

The Vested Interest in your Account is the percentage of an Account to which you are entitled at any point in time. You will at all times have a 100% Vested Interest in your Elective Deferral Account. You will also have a 100% Vested Interest in all other Accounts maintained on your behalf upon reaching Normal or Early Retirement Age prior to termination of employment, and also upon death or Disability prior to termination of employment.

For Plan Years beginning on or after January 1, 2002, the Vested Interest in your Matching Contribution Account at any time prior to Normal or Early Retirement Age, death or Disability will be determined by the vesting schedule which immediately follows this paragraph based on the number of your Years of Service. Any portion of your Matching Contribution Account which is not vested when you terminate employment will be forfeited.

Years of Service	Vested Interest
1	20%
2	40%
3	60%
4	80%
5	100%

The Vested Interest in your Non-Elective Contribution Account at any other time prior to Normal or Early Retirement Age, death or Disability will be determined by the vesting schedule which immediately follows this paragraph based on your Years of Service. Any portion of your Non-Elective Contribution Account which is not vested when you terminate employment will be forfeited.

Years of Service	Vested Interest
1	20%
2	40%
3	60%
4	80%
5	100%

PRE-RETIREMENT DISTRIBUTIONS

At any time prior to reaching Normal Retirement Age, you may withdraw in a lump sum up to 100% of the Vested Interest in your Elective Deferral Account, Matching Contribution Account and Non-Elective Contribution Account.

To be eligible for an in-service distribution from your Elective Deferral Account, you must have reached age 59½. To be eligible for an in-service distribution from your Matching Contribution Account and Non-Elective Contribution Account, you must have reached age 59½.

HARDSHIP DISTRIBUTIONS

You may withdraw in a lump sum up to 100% of the Vested Interest in your Elective Deferral Account (excluding any investment earnings) to pay for a financial hardship caused by (1) eligible medical expenses incurred by you or your family; (2) the purchase (excluding mortgage payments) of your principal residence; (3) tuition for the next 12 months of college for you or your family; or (4) payments needed to prevent your eviction from your principal residence or payments needed to prevent foreclosure on the mortgage of your principal residence.

A hardship distribution cannot exceed the amount required to relieve the financial need, and you cannot make any Elective Deferrals for 6 months after the date you receive the distribution.

INVESTMENT OF ACCOUNTS

You are permitted to direct how your Elective Deferral Account, Matching Contribution Account, Non-Elective Contribution Account, Rollover Contribution Account and Voluntary Employee Contribution Account will be invested. Subject to any rules or procedures established by the Administrator, you can choose from a range of mutual funds, insurance company funds, and/or bank funds approved by the Trustee. You can switch between investment alternatives at any time by contacting the Trustee or the Trustee's designee in writing or through an 800 number which will be made available to you. Any change you wish to make to your investment alternatives will go into effect as soon as practicable after the change is received by the Trustee or the Trustee's designee.

All earnings and losses on your directed investments will be credited directly to your Account. At the appropriate time, the Employer will provide you with more detailed information about the directed investment alternatives permitted under the terms of the Plan's investment policy.

Please Note: Any portion of an Account that is self-directed is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if you are permitted to exercise independent control over the investment of an Account, the fiduciaries of the Plan, including the trustee, the Administrator, and we as the Employer, may be relieved of certain legal liabilities for losses which can result from your exercise of such control.

TAX WITHHOLDING ON PLAN BENEFITS

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties, and taxes, the following is only a brief explanation of the applicable law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from us at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

Any distribution from this Plan that is eligible to be rolled over and that is directly transferred to another qualified retirement plan or to an individual retirement account (IRA) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be rolled over to another qualified plan or to an IRA unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment that must be paid to you because you have reached age 70½. There are other distributions that cannot be rolled over, and you should contact the Administrator if you have questions about whether a distribution can be rolled over.

If you choose to have your benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the payment. The Administrator is required by law to withhold 20% of the payment and to remit that amount to the IRS as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still roll over all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to roll over 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld.

You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

OTHER INFORMATION

Claims for Benefits

To make a claim for benefits, you must use the procedures described below. If you feel you are not receiving benefits to which you are entitled, you must file a written claim for benefits with the Plan Administrator. You may authorize someone (such as a family member or an attorney) to make a claim on your behalf. The Administrator will review your claim and determine whether your claim should be granted. The Administrator will notify you of its decision within 90 days after receiving your written claim. In certain cases, the Administrator may take up to an additional 90 days (for a total of 180 days) to review your claim. If the Administrator needs additional time to review your claim, you will be notified in writing within the initial 90-day period. If your claim is denied, you will receive a written or electronic notice explaining why your claim was denied. If additional information is needed, the notice will describe the information that is needed and will explain why it is needed.

The notice will explain your right to request a review of the claim denial and your right to request arbitration if you request a review and your claim continues to be denied on review.

If your claim is denied, you can request a review of the denial. If you do not request a review, the denial will be final, binding, and non-appealable. Your request for a review must be made in writing to the Administrator (or if we have appointed a separate Committee to oversee the Plan, to the Committee) within 60 days after you receive the Administrator's written or electronic notice of denial. If you request a review within this time period, the Administrator/Committee will review the claim and denial and, after a full and fair review, determine whether your claim should continue to be denied. As part of the review, you have the right to submit written comments, documents, records, and other information relating to your claim. You also have the right to request copies of any records or other information relevant to your claim. These copies will be provided to you free of charge. In reviewing your claim and its denial by the Administrator, the Administrator/Committee will consider all information that you have provided, regardless of whether the Administrator reviewed the information in deciding your claim.

The Administrator/Committee will notify you of its decision. Generally, you will receive a written or electronic notice within 60 days after the Administrator/Committee receives your written request for review. However, in certain cases, the Administrator/Committee may need additional time to review your claim. If additional time is needed, the Administrator/Committee may take up to an additional 60 days (for a total of 120 days) to review your claim. If the Administrator/Committee needs additional time to review your claim, you will be notified in writing within the initial 60-day period. Also, if the Administrator/Committee meets once every calendar quarter (or more often), it may wait until its next regularly scheduled meeting (or the regularly scheduled meeting following the next regularly scheduled meeting, if your request is not received more than 30 days prior to the next regularly scheduled meeting) to review your claim.

If special circumstances require an extension, you will receive a written notice within the initial period. If the extension is needed because you have not given the Administrator/Committee information it needs to review your claim, then the time period for the Administrator/Committee to review your claim may be suspended (i.e., not run) until you provide the requested information. If your claim is denied on review, you will receive a written or electronic notice explaining why your claim was denied. The notice will explain your right to receive, upon request and free of charge, copies of any documents and other information relevant to your claim. The notice also will explain your right to request arbitration. If your claim is denied on review by the Administrator/Committee, you can request arbitration as described below. If you do not request arbitration, the Administrator/Committee's decision will be final, binding, and non-appealable.

A written request for arbitration must be filed with the Administrator/Committee within 15 days after you receive the Administrator/Committee's decision. If a request for arbitration is timely filed, you and the Administrator/Committee will each name an arbitrator within 20 days after the Administrator/Committee receives your written request for arbitration. The two arbitrators will jointly name a third arbitrator within 15 days after their appointment. If either party fails to select an arbitrator within the 20 day period, or if the two arbitrators fail to select a third arbitrator within 15 days after their appointment, then the presiding judge of the county court (or its equivalent) in the county in which the principal office of the Sponsor is located will appoint such other arbitrator or arbitrators. The arbitrators must render a decision within 60 days after their appointment. The losing party must pay all costs of arbitration unless the decision is not clearly in favor of one party or the other, in which case the costs would be allocated as the arbitrators decide. The decision of the arbitrators is final, binding, and non-appealable.

Non-Alienation of Benefits

In general, your creditors cannot garnish or levy upon your Account, and you cannot sell, transfer, assign, or pledge your Account. However, if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your Account be transferred to another person (usually your ex-spouse or your children). The Plan has a procedure for processing domestic relations orders, which you can obtain from the Administrator free of charge.

Amendment or Termination

The Plan is intended to be permanent, but the Employer can amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all Accounts will be distributed. If the Plan is amended or terminated, each Participant and each beneficiary receiving benefits will be notified in writing.

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the Employee Retirement Income Security Act do not apply to this plan. For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

Missing Payees or Beneficiaries

If the Administrator notifies a Participant or beneficiary that he or she is entitled to receive a benefit and the Participant or beneficiary fails to make his or her whereabouts known in writing to the Trustee or Administrator or otherwise fails to claim the benefit, the benefit will be (1) treated as a forfeiture; or (2) directly rolled to an IRA established by the Administrator on behalf of the missing Participant or beneficiary; or (3) escheated to the State of Washington.

STATEMENT OF PARTICIPANT RIGHTS □

As a Participant in the The Confederated Tribes of the Colville Reservation Retirement Plan (the "Plan"), you are entitled to certain rights and protections including the right to:

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan.
- (2) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- (3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each Participant with a copy of this summary annual report.
- (4) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

The people who operate your Plan, who are called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you

in any way to prevent you from obtaining a pension benefit or exercising your rights with respect to the Plan.

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

If you have any questions about your Plan, you should contact the Administrator.

