

AMENDMENT NUMBER THREE TO  
TRINITY UNIVERSITY CAFETERIA PLAN

BY THIS AGREEMENT, Trinity University Cafeteria Plan (hereinafter referred to as the "Plan") is hereby amended as follows, effective as of October 1, 2005:

1. Article I entitled "DEFINITIONS," is amended by the addition of the following definition:

"Grace Period" means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses or Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

2. The Section entitled "Health Care Reimbursement Plan Claims" in the Article entitled "HEALTH CARE REIMBURSEMENT PLAN" is amended by the addition of the following subsection:

Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates. The time for submission of claims incurred during the Plan Year and the Grace Period for such Plan Year shall be 30 days after the end of the Grace Period.

3. The Section entitled "Dependent Care Assistance Program Claims" in the Article entitled "DEPENDENT CARE ASSISTANCE PROGRAM" is amended by the addition of the following subsection:

Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates. The time for submission of claims incurred during the Plan Year and the Grace Period for such Plan Year shall be 30 days after the end of the Grace Period.

TRINITY UNIVERSITY  
CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION  
MATERIAL MODIFICATIONS

I

INTRODUCTION

Trinity University has amended your Cafeteria Plan as of October 1, 2005.

This is merely a summary of the most important changes to the Plan. If you have any questions, contact your Plan's Administrator. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary of material modifications, the provisions of the Plan, as amended, will control.

II

SUMMARY OF CHANGES

Claims Payment

Under our current Plan, to receive reimbursement from the Health Care Reimbursement Plan or Dependent Care Assistance Program you must incur an eligible medical/dependent care expenses during the Plan Year, which begins June 1, 2005 and ends December 31, 2005 and there after begins Jan 1<sup>st</sup> and ends December 31<sup>st</sup> . Amounts remaining in the account after the end of the Plan Year are forfeited. Due to changes in the law, effective as October 1, 2005 expenses that you incur on or before the 15<sup>th</sup> day of the third month after the end of a Plan Year, will now also be deemed to have been incurred during the Plan Year. This time after the end of the Plan Year is known as the "grace period."

In order to be eligible for reimbursement of any expenses, you must submit your claim within 30 days after the end of the applicable grace period. This means that expenses for a Plan Year, including the grace period, must be submitted by April 15th.

For example, assume you elect an annual benefit under Health Care Reimbursement Plan of \$1,200. As of the end of the Plan Year, you have only incurred \$1,000 of eligible expenses. Prior to the amendment of the Plan, you would forfeit \$200. However, under the new Plan provision, any eligible expenses incurred during the "grace period" will be treated as having been incurred in both the Plan Year in which the expense was incurred as well as the preceding Plan Year. Thus, in this example, if you incur an eligible expense of \$500 during the "grace period," \$200 of the expense would be treated as having been incurred during the prior Plan Year (i.e., you would not forfeit the \$200 balance that remained at the end of the Plan Year), and the remainder of the expense (\$300) would be treated as having been incurred during the Plan Year in which the expense was actually incurred.

or

For example, assume you elect an annual benefit under Health Care Reimbursement Plan of \$1,200 for 2005. As of December 31, 2005, you have only incurred \$1,000 of eligible expenses. Prior to the amendment of the Plan, you would forfeit \$200. However, under the new Plan provision, any eligible expenses incurred during the "grace period" will be treated as having been incurred in both the Plan Year in which the expense was incurred as well as the preceding Plan Year. Thus, in this example, if you incur an eligible expense of \$500 on January 31, 2006 (which is within the "grace period"), \$200 of the expense would be treated as having been incurred during the 2005 Plan Year (i.e., you would not forfeit the \$200 balance that remained at the end of the Plan Year), and the remainder of the expense (\$300) would be treated as having been incurred during the 2006 Plan Year.