IDAHO RIVERS UNITED 403(B) PLAN

SUMMARY PLAN DESCRIPTION

January 1, 2009

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INTRODUCTION

Idaho Rivers United, Inc. (the "Company") adopted the Idaho Rivers United 403(b) Plan (the "Plan") effective January 1, 2009.

Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee - Elective Deferrals

You are an "Eligible Employee" if you are employed by Idaho Rivers United, Inc. or any affiliate who has adopted the Plan.

Eligible Employee - Other Contributions

For purposes of Matching Contributions and Non-Elective Contributions, the term "Eligible Employee" will have the same meaning as specified above under "Eligible Employee - Elective Deferrals".

Time of Participation - Other Contributions

If you are an Eligible Employee, you will become a participant eligible for purposes of Matching Contributions and Non-Elective Contributions on the first day of the calendar month coincident with or next following the date you attain age 21; provided, that you are an Eligible Employee on that date.

CONTRIBUTIONS TO THE PLAN

Elective Deferrals

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferrals. You may elect to defer up to 100% of your Compensation on a pre-tax basis. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals during any calendar year ($18,000 in 2016). However, if you are age 50 or over, you may defer an additional amount up to $6,000 (in 2016).

Effective January 1, 2009, if you have fifteen years of service (disregarding any period during which you are not an Employee of an eligible employer) you may be entitled to make a special Code section 403(b) catch-up contribution. Contact your employer for more information about this special catch-up contribution.

You may elect to start, increase, reduce or totally suspend your elections to contribute to the Plan effective as of the first day of any calendar month. Notwithstanding the foregoing, you may totally suspend your elections at any time.

The Plan Administrator may establish rules regarding the manner in which your elections are made. The rules may also require that certain advance notice be given of any election. Your election regarding Elective Deferrals is only effective for Compensation you will receive in the future. The Plan Administrator may also reduce or totally suspend your election if the Plan Administrator determines that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

Saver's Credit

If your adjusted gross income is below certain levels, you may be eligible for a nonrefundable income tax credit of up to $1,000 (the "Saver's Credit"). The Saver's Credit is equal to a specified percentage of your contributions to certain employer-sponsored plans and to certain IRAs. You are eligible for the credit only if you are age 18 or over, are not a full-time student, and are not claimed as a dependent on another person's tax return. The Saver's Credit is subject to other restrictions. Please consult your tax advisor for more information.

Matching Contributions

If you make an Elective Deferral the Company may, in its sole discretion, make a Matching Contribution on your behalf in an amount determined by the Company.

Matching Contributions are allocated to your Accounts at the discretion of the Company.

Complicated provisions of the Internal Revenue Code may also further restrict matching contributions for highly compensated employees.

Non-Elective Contributions

The Company may, in its sole discretion, make a Non-Elective Contribution to the Plan on your behalf if you have completed at least !@!PSRequireServiceSHHoursFmt - NOT VALID hours of service during the Plan Year or you are employed by the Company on the last day of the Plan Year.

You will be credited with one hour of service for each actual hour of service.

Please note that if you are an Eligible Employee and terminate employment with the Company due to death, disability or attainment of normal retirement age you will still be eligible to receive a Non-Elective Contribution.

Non-Elective Contributions will be allocated to the Non-Elective Contribution Accounts of each Participant eligible to share in such allocations in the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.

Non-Elective Contributions are allocated to your Account at the end of the Plan Year.

Rollovers

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such Employee has met the age and service requirements of the Plan. The Plan Administrator may establish procedures that regulate the method by which Rollovers will be accepted. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in his or her Rollover Contribution Account.

Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service.

Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount ($53,000 in 2016). In addition, contributions cannot exceed 100% of your total compensation.

Compensation

"Compensation" means most taxable income received from the Company as specified in IRS regulations. For any self-employed individual, Compensation will mean earned income. Compensation will also include any amount you elect to defer on a tax-preferred basis to any Company benefit plan. Compensation will include only that compensation which is actually paid to you by the Company during that part of the Plan Year that you are eligible to participate in the Plan for Matching and Non-Elective Contributions.

No more than $265,000 (in 2016) of Compensation may be taken into account in determining your benefits under the Plan.

VESTING

Participant Contributions

You will have a fully vested and nonforfeitable interest in your Elective Deferral Account and Rollover Contribution Account.

Matching Contributions

You will have a fully vested and nonforfeitable interest in your Matching Contribution Account.

Non-Elective Contributions

You will have a fully vested and nonforfeitable interest in your Non-Elective Contribution Account.

DISTRIBUTIONS

Commencement of Distributions

Termination of Employment. You are entitled to receive a distribution from your Account after you terminate employment. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Late Retirement. If you continue working for the Company after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below. However, you may elect to have the Plan Administrator begin the distribution of your benefit at any time after reaching your Normal Retirement Age (even if you are still working) by providing the Plan Administrator with a written election that you want your benefits to begin.

Death. If you die, your Beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Normal Retirement Age

"Normal Retirement Age" means the date you reach age 65.

Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death, payment of your vested Account may start as soon as administratively feasible with a final payment made consisting of any allocations occurring after your termination of employment. Your account is payable, in cash, in one lump sum payment.

Distribution on Account of Death. If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death unless an election is made by your Beneficiary to receive distributions in accordance with (1) and (2) below:

(1) Distributions may be made over the life or over a period certain not greater than the life expectancy of the Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which you die;

(2) If the Beneficiary is your surviving spouse, the date distributions are required to begin in accordance with item (1) above will not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which you die, or (B) December 31 of the calendar year in which you would have attained age 70-1/2.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, your Beneficiary may elect to receive your remaining vested Account balance in a lump sum distribution.

Cash Out

If the vested amount of your Account (excluding rollovers for distributions after January 1, 2009) does not exceed $5,000, your vested Account will be paid in a lump sum. If the vested amount of your Account exceeds $1,000 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner) but does not exceed $5,000 and you do not timely return distribution forms, the Plan Administrator must transfer your vested Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. The mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. All fees and expenses of the IRA will be deducted from the IRA. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the plan administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section below. The IRA will be issued by Millennium Trust Company.

If the vested amount of your Account exceeds $5,000, you must consent to any distribution of your Account. However, the Plan Administrator may commence distribution of your vested Account without consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 70-1/2 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

In addition, you may elect to have the Plan Administrator begin the distribution of your benefit at any time after reaching your Normal Retirement Age (even if you are still working) by providing the Plan Administrator with a written election that you want your benefits to begin.

Beneficiary

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon your death. You may change your Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable to your spouse or, if there is no spouse, to your estate.

INSERVICE DISTRIBUTIONS

Hardship Withdrawals

General Rule. You may receive a distribution on account of hardship from the following Accounts but only if you are fully vested in such Account:

> Elective Deferral Account, except earnings on the Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989.
>
> Rollover Contribution Account.

Immediate and Heavy Financial Need. You may receive a hardship distribution only if the Plan Administrator finds that you have an immediate and heavy financial need where you lack other available resources. The following are the only financial needs considered immediate and heavy:

(1) Expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, Beneficiaries, or dependents;

(2) The purchase (excluding mortgage payments) of your principal residence;

(3) Payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, Beneficiary, children or dependents;

(4) The need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);

(5) Payments for burial or funeral expenses for your deceased parent, spouse, Beneficiary, children or dependents; or

(6) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

Amount Necessary to Satisfy Need. A distribution will be considered as necessary to satisfy your immediate and heavy financial need only if:

(1) You have obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Company;

(2) Your Elective Deferrals (and Voluntary Contributions, if any) will be suspended for six months after the receipt of the hardship distribution; and

(3) The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

Attainment of Age 59.5

You may receive a distribution after you reach age 59.5 from all of your Accounts that are fully vested.

Other Withdrawals

You may receive a distribution from your Rollover Contribution Account at any time.

Rules Regarding Inservice Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the Valuation Date as of which such withdrawal is made. Such distributions will be paid in cash. Only Employees are eligible to receive inservice distributions.

Participant Self Direction

In General. The Plan Administrator may permit you to direct the investment of your Accounts. The Plan Administrator may establish uniform guidelines and procedures relating to Participant self direction. You may direct the investment of all of your Accounts.

Investment Elections. You may direct the percentage of your Accounts to be invested in one or more of the available Investment Funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. After your death, your Beneficiary may make investment elections as if the Beneficiary were the Participant. Notwithstanding the foregoing, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

Investment Decisions. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

MISCELLANEOUS

Domestic Relations Orders

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

Loss of Benefit

Except as provided below, your account is not subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors and your benefits are free from attachment, garnishment, account's process, or any other legal or equitable process. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

However, you may lose all or part of your balance:

Under the terms of a qualified domestic relations order.

To comply with any federal tax levy.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in the amount credited to your account. If the Plan is terminated, all amounts credited to your accounts will become 100% vested.

Fees

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process loans, plan distributions and domestic relations orders.

Insurance

Your account is not insured by the PBGC because the Plan is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is Idaho Rivers United, Inc.

   Its address is 3380 W. Americana Terrace, Ste. 140, Boise, Idaho 83706.

   Its telephone number is 208-343-7481.

   Its Employer Identification Number is 82-0439916.

2. The Plan is a 403(b) plan which has been designated by the sponsor as its plan number 001.

3. The Plan's designated agent for service of legal process is the chief officer of the entity named in paragraph 1. Any legal papers should be delivered to him or her at the address listed in paragraph 1. However, service may also be made upon the Plan Administrator.

4. The Plan's assets are held in insurance contracts and/or custodial accounts created under the terms of the Plan.

5. The Company's fiscal year and the plan year ends on December 31.

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