MENTAL HEALTH COOPERATIVE, INC.

WELFARE BENEFITS PLAN

JANUARY 1, 2011

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MENTAL HEALTH COOPERATIVE, INC.

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INTRODUCTION

1.1 Plan.

Whereas Section 402 of ERISA requires that an employee benefit plan (including an employee welfare benefit plan) be established and maintained pursuant to a written instrument, Mental Health Cooperative, Inc. has established a plan of welfare benefits for certain eligible Employees known as the Mental Health Cooperative, Inc. Welfare Benefits Plan (the "Plan"). The Plan is herein restated as of January 1, 2011.

1.2 Purpose of Plan.

The purpose of this Plan is to bring together the various welfare benefits provided to eligible Employees under certain terms and conditions.

1.3 Employee Welfare Benefit Plan Status.

1.4 This Plan is an employee welfare benefit plan within the meaning of Section 3(1) of ERISA, together with any Group Insurance Contracts, Administrative Services Agreements, HMO Group Contracts, and Self-Insured Benefit Documents or other documentation of benefits referenced in Table I hereto (as it may be revised from time to time by the Administrator of the Plan or its designee) and is the written instrument describing the terms pursuant to which the Plan has been maintained since its inception within the contemplation of Section 402 of ERISA.

DEFINITIONS

Each following word, term and phrase shall have the following meanings whenever such word, term or phrase is capitalized and used in this Plan unless the context clearly indicates otherwise:

2.1 "Administrator" means Mental Health Cooperative, Inc.

2.2 "Affiliated Company" means the Employer and any business unit that (a) is or is part of a member of a controlled group of corporations within the meaning of Code Section 414(b), that includes the Employer; (b) is under common control, within the meaning of Code Section 414(c), with the Employer; or (c) is a member of an affiliated service group, within the meaning of Code Section 414(m), that includes the Employer.

2.3 "ASO Administrator" shall mean an administrator which is party to an Administrative Services Agreement.

2.4 "Administrative Services Agreement" shall mean an administrative services only agreement between an ASO Administrator and the Employer in which the ASO Administrator agrees to provide certain administrative services stipulated therein in connection with the administration of a welfare benefit program established by the Employer the benefits under which will be paid at least in part from the Employer's general assets, including such welfare benefit program which is attached as an appendix or attachment to such agreement and which shall be considered incorporated as part of such agreement for purposes of this Plan.

2.5 "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.6 "Employee" shall mean a person who is receiving remuneration for services rendered to, or labor performed for, the Employer or an Affiliated Company (or who would be receiving such remuneration except for an authorized leave of absence) and who meets the requirements for coverage as set forth in the documentation referenced in Table I hereto (as it may be revised from time to time by the Administrator of the Plan), but excluding any person whose terms and conditions of employment are the subject of a collective bargaining agreement unless the Employer and the collective bargaining representative have negotiated for coverage hereunder and agreed to such coverage in writing. Provided, however, that an Employee otherwise eligible for coverage under the requirements for coverage set forth in the applicable documentation referenced in Table I may elect to waive coverage by electing to not make any employee contributions required for coverage. Provided, further, that various Group Insurance Contracts, Administrative Services Agreements, HMO Group Contracts, Self-Insured Benefit Documents or other documentation referenced in Table I hereto may define various classes or subclasses of Employees for various purposes under the Plan and this Plan is subject to such classification.

2.7 "Employer" means Mental Health Cooperative, Inc., or any Affiliated Company. The term Employer shall include any legal entity, unincorporated business organization or corporation into which any Employer may be merged or consolidated or by which it may be succeeded.

2.8 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.9 "Group Insurance Contract" shall mean a group insurance contract or policy issued by an Insurance Company to the Employer to provide certain welfare benefits under the Plan to Employees pursuant to Article 5 of the Plan. Such term shall specifically include such a group insurance contract or policy providing "stop-loss coverage."

2.10 "Health Maintenance Organization" shall mean a health maintenance organization selected by the Administrator of the Plan to provide a managed system of medical care which provides a comprehensive package of health services, through a group of health care providers, to a voluntarily enrolled membership, within a particular geographic area, on a fixed prepayment basis.

2.11 "HMO Group Contract" shall mean a group service contract or agreement between a Health Maintenance Organization and the Employer to provide welfare benefits under the Plan to Employees pursuant to Article 5 of the Plan.

2.12 "Insurance Company" shall mean an insurance company which is qualified to do business in any State and which validly issues a Group Insurance Contract.

2.13 "Plan" shall mean the Mental Health Cooperative, Inc. Welfare Benefits Plan, as set forth herein, together with any and all Group Insurance Contracts, Administrative Services Agreements, HMO Group Contracts, Self-Insured Benefit Documents and other documentation referred to in Table I hereto (as it may be revised from time to time by the Administrator of the Plan) necessary to establish this Plan in accordance with ERISA and any and all amendments and supplements to any of the foregoing.

2.14 "Plan Year" shall mean the twelve (12) consecutive month period beginning on each January 1 and ending on each December 31.

2.15 "Self-Insured Benefit Documents" shall mean any document approved by the Employer to provide certain welfare benefits under the Plan to Employees pursuant to Article 5 of the Plan on a self-insured basis. Such term shall also include those arrangements under which all or a portion of the benefits to be provided to Employees pursuant to Article 5 of the Plan are paid from a trust established in connection with such arrangement.

ELIGIBILITY

1.5 Commencement.

An Employee shall be eligible to participate and shall participate hereunder with respect to benefits provided under any applicable Group Insurance Contract, Administrative Services Agreement, HMO Group Contract, or Self-Insured Benefit Document referenced in Table I hereto (as it may be revised from time to time by the Administrator of the Plan), upon meeting the requirements for coverage as set forth in, and according to the terms of, the applicable Group Insurance Contract, Administrative Services Agreement, HMO Group Contract, Self-Insured Benefit Document or other relevant documentation.

1.6 Cessation. An Employee shall cease to participate hereunder with respect to benefits provided under any applicable Group Insurance Contract, Administrative Services Agreement, HMO Group Contract or Self-Insured Benefit Document referenced in Table I hereto (as it may be revised from time to time by the Administrator of the Plan), upon ceasing to meet the requirements for coverage as set forth in, and according to the terms of, the applicable Group Insurance Contract, Administrative Services Agreement, HMO Group Contract, Self-Insured Benefit Document or other relevant documentation.

1.7 Reinstatement.

1.8 A person who formerly participated hereunder with respect to benefits under any applicable Group Insurance Contract, Administrative Services Agreement, HMO

Group Contract or Self-Insured Benefit Document may participate with respect to such benefits again if and when he or she meets the requirements of Section 3.1 hereof.

ADMINISTRATION

1.9 General. The Administrator shall be the named fiduciary of the Plan and in general shall be responsible for the management and administration of the Plan. Provided, however, that any Insurance Company that has issued a Group Insurance Contract referenced in Table I hereto (as it may be revised from time to time by the Administrator), any Health Maintenance Organization that is party to a HMO Group Contract referenced in Table I hereto, or other applicable organization that, with respect to the Plan, is described in Section 2560.503-1(g)(2) of the Department of Labor Regulations, as amended from time to time, shall review claims under Section 4.3 hereof as "the appropriate named fiduciary" pursuant to Section 503 of ERISA and Section 2560.503-1(g)(2) of the Department of Labor Regulations, as amended from time to time. In exercising its fiduciary responsibilities, the Administrator will have sole, exclusive, and final discretionary authority to determine whether and to what extent Employees and beneficiaries are eligible for benefits under the Plan and to construe disputed, ambiguous, vague, and/or doubtful Plan terms. The Administrator will be deemed to have properly exercised such authority unless it has abused its discretion by acting arbitrarily and capriciously. The Administrator may specifically designate one or more officers or employees and such other parties as shall accept such designation to carry out the fiduciary responsibilities under the Plan. Any such designation shall specify the responsibilities which have been delegated to the person so designated and, in such event, the Administrator shall not be liable for any act or omission of such person in carrying out such responsibility except to the extent (i) the Administrator violated its fiduciary duties with respect to such designation or in continuing such designation or (ii) the Administrator is liable under the co-fiduciary rules of Section 405(a) of ERISA. The Employer or a fiduciary designated by the Employer pursuant to this Section 4.1, may employ one or more persons to render advice with regard to any responsibility such fiduciary has or may have under the Plan. The records of the Plan shall be maintained on the basis of the Plan Year, provided that the policy years of any Group Insurance Contracts and the contract years of any HMO Group Contracts and Administrative Services Agreements may be different than the Plan Year.

1.10 Claims Procedures. Any Insurance Company that has issued any Group Insurance Contract referenced in Table I hereto (as it may be revised from time to time by the Administrator of the Plan), any Health Maintenance Organization that is party to any HMO Group Contract referenced in Table I hereto, any ASO Administrator that is party to any Administrative Services Agreement referenced in Table I hereto, or any other applicable organization (any of the foregoing Insurance Companies, Health Maintenance Organizations or other organizations are hereinafter referred to as the "Organization" in this Section), shall establish reasonable procedures concerning the filing of claims for benefits under the Plan, and shall administer such procedures uniformly. Claims for benefits may be filed with the Organization on forms supplied by the Organization, if applicable. At a minimum, in accordance with ERISA and the applicable regulations of the Department of Labor, the Plan shall establish and maintain reasonable procedures governing the filing of benefit claims, notification of benefit determinations, and appeal of adverse benefit determinations. Such procedures shall provide adequate notice in writing to any participant or beneficiary whose claim for benefits under the Plan has been denied, setting forth the specific reasons for such denial and written in a manner

calculated to be understood by the participant. The procedures shall also afford a reasonable opportunity to any participant whose claim for benefits has been denied for a full and fair review.

1.11 Claims Review Procedure. Upon receipt of a notice of denial (in whole or in part) of any claim, a claimant or his duly authorized representative may appeal, by written application, to the Insurance Company that has issued the applicable Group Insurance Contract; the Health Maintenance Organization that is party to the applicable HMO Group Contract; the administrator specified in any Self-Funded Benefit Document; or to the ASO Administrator that is party to the applicable Administrative Services Agreement (the appropriate Insurance Company, Health Maintenance Organization, administrator, ASO Administrator, or other organization hereinafter referred to as the "Reviewing Fiduciary" in this Section) for a full and fair review by the Reviewing Fiduciary. In submitting a written request for such review, the claimant or his duly authorized representative may request to review pertinent documents and may submit issues and comments in writing. The Reviewing Fiduciary shall respond promptly to such a request for review in accordance with Section 4.2 and shall deliver to the claimant or his duly authorized representative, a written decision, which shall include, in a manner calculated to be understood by the claimant, the decision itself, specific reasons therefor, and specific references to the pertinent Plan provisions, including any provisions of any Group Insurance Contract, Administrative Services Agreement, HMO Group Contract, Self-Funded Benefit Document or other applicable documentation referenced in Table I hereto (as it may be revised from time to time by the Administrator of the Plan) on which the decision is based.

1.12 Agents

1.13 . The Employer may employ legal counsel, accountants, actuaries, consultants, experts, specialists, or other persons in connection with the administration of the Plan. The compensation, expenses and other charges of such persons and any other expenses incurred in the administration of the Plan shall be charged against the Plan and any applicable trust funds unless the Employer elects to pay such expenses.

FUNDING AND BENEFITS

1.14 Funding Policy. In general, the funding policy and method of the Plan shall be that the Employer may secure and maintain, and may replace or substitute, from time to time, one or more Group Insurance Contracts issued by one or more Insurance Companies to provide certain welfare benefits to eligible Employees under the Plan. In addition, the Employer may also enter into one or more HMO Group Contracts with one or more Health Maintenance Organizations to provide certain welfare benefits under the Plan. Furthermore, the Employer may also enter into one or more Administrative Services Agreements with one or more ASO Administrators. In the case of each such Administrative Services Agreement, a description of the welfare benefit program established by the Employer shall be attached to and considered part of such agreement for purposes of this Plan. In the case of any such Administrative Services Agreement, the benefits under such welfare benefit program will be paid from the Employer's general assets up to an aggregate amount agreed upon between the Employer and the ASO Administrator (the applicable "Stop-Loss Limit"). Benefits in excess of the Stop-Loss Limit shall be paid under the applicable Group Insurance Contract or Contracts. Such Group Insurance Contract or Contracts and HMO Group Contract or Contracts and Administrative Services

Agreement or Agreements are more fully described in Section 5.4 hereof and Table I hereto (as it may be revised from time to time by the Administrator of the Plan). In the case of any benefits provided under any Self-Insured Benefits Documents for which there is no Administrative Services Agreement, the benefits under such welfare benefit program shall be paid from the Employer's general assets, or from any trust established in connection with the Self-Insured Benefit Document, up to an aggregate amount agreed upon between the Employer and any excess insurance carrier; any amounts in excess of such aggregate amounts shall be paid by such excess insurance carrier. Payments to and from the Plan shall be made pursuant to any applicable Group Insurance Contracts, HMO Group Contracts, Administrative Services Agreement, or Self-Insured Benefit Documents.

1.15 Employer Payments. The Employer may provide for some or all the cost of the welfare benefits under the Plan by paying premiums under one or more Group Insurance Contracts to the Insurance Company or Companies that issued such Contract or Contracts, and/or by paying contributions under the one or more HMO Group Contracts to the Health Maintenance Organization or Organizations which are party to such Contract or Contracts. Such premiums or contributions shall be paid by the Employer out of its general assets.

1.16 Employee Payments. The Employer may require participating Employees to contribute toward the cost of providing such welfare benefits under the Plan in a manner consistent with the provisions of any Group Insurance Contract, Administrative Services Agreement, HMO Group Contract or Self-Insured Benefit Document referenced in Table I hereto (as it may be revised from time to time by the Administrator of the Plan), or the provisions of ERISA, the Code, and other applicable law. Any such employee contributions to the Plan, whether periodically paid by such participating Employees to such Employer or deducted by the Employer from the salaries of participating Employees, shall be paid to the Insurance Company which issued the applicable Group Insurance Contract or Administrative Services Agreement, or the applicable Health Maintenance Organization on the earliest date on which such contributions can reasonably be segregated from the Employer's general assets; provided, however, that if the Employee contributions are for benefits provided under an Administrative Services Agreement or Self-Insured Benefit Document, such contributions shall, if required by Department of Labor Regulation 2510.3-102, as amended from time to time, be paid into a trust on the earliest date on which such contributions can reasonably be segregated from the Employer's general assets.

1.17 Benefits

1.18 . Any Group Insurance Contracts, any Administrative Services Agreements (including any description of the applicable welfare benefit program), any HMO Group Contracts, and any Self-Insured Benefit Documents under or pursuant to which premiums or contributions are paid and/or benefits are provided under the Plan are identified in Table I hereto (as it may be revised from time to time by the Administrator of the Plan). Any such revised Table I shall be attached hereto, reflecting the effective date of such revision. Any such Group Insurance Contracts, any such Administrative Services Agreements, any such HMO Group Contract, any such Self-Insured Benefit Document and any other documentation referenced in Table I, as now constituted or as hereafter amended or revised, are hereby incorporated by reference into and made a part of this Plan as if fully copied herein verbatim. The conditions of payment, benefits, manner, and time of payment and other provisions as set forth in each applicable Group Insurance Contract, Administrative Services Agreement, HMO

Group Contract, Self-Insured Benefit Document or other documentation referenced in Table I hereto, are hereby incorporated herein by reference. Notwithstanding any other provision of this Plan, in the event that the full insurance benefit or Health Maintenance Organization benefit is not received by or on behalf of the Employee or his beneficiaries, then the Employer shall have no additional legal obligation whatsoever. The Employee may be free to settle, compromise, or refuse to pursue the claim as he, in his sole discretion, sees fit. For purposes of clarification, and notwithstanding any other provision of this Plan, or the provisions of any Group Insurance Contract, Administrative Services Agreement, or HMO Group Contract referenced in Table I hereto, no approval, consent, or acceptance by any Insurance Company which may issue any Group Insurance Contract, by any ASO Administrator which is party to an Administrative Services Agreement, or by any Health Maintenance Organization which is a party to an HMO Group Contract for the purposes of this Plan shall be required to modify, alter, amend, or terminate this Plan; rather, the Employer shall have the right to modify, alter, amend, or terminate this Plan as provided in Article 6 hereof.

AMENDMENT AND TERMINATION OF PLAN

1.19 Amendment of Plan. The Employer shall have the right at any time, and from time to time, to modify, alter or amend the Plan in whole or in part effective as of a specified date, and the Employer may make any amendment retroactive, provided, however, that no such retroactive amendment shall have the effect of denying to any Employee benefits which would provide coverage for periods prior to such amendment or denying benefits for events that occurred prior to such amendment. Notwithstanding the foregoing, any officer or other authorized representative of the Employer may revise the Table I from time to time to reflect the current documents.

1.20 Termination of Plan. The Employer has established the Plan with the bona fide intention and expectation that it will continue the Plan indefinitely. However, the Employer shall have the right to terminate the Plan in whole or in part at any time, effective as of such date as the Employer may determine, provided, however, that no such termination shall have the effect of denying to any Employee benefits which would provide coverage for periods prior to such termination or denying benefits for events that occurred prior to such termination.

1.21 No Vested Right to Benefits

1.22 . Notwithstanding anything in this Plan or in any Group Insurance Contract, Administrative Services Agreement, HMO Group Contract or Self-Insured Benefit Document referenced in Table I hereto to the contrary, no Employee shall have any vested right to continued benefits under the Plan and any benefits or coverage may be altered or terminated at any time for periods after the amendment or termination of the Plan pursuant to Section 6.1 or 6.2.

GENERAL PROVISIONS

1.23 Exclusive Benefit. Except as may be permitted by the Code, ERISA, and other applicable law, the Plan shall be maintained for the exclusive benefit of Employees and

each fiduciary shall discharge his or her duties with respect to the Plan solely for the exclusive purpose of providing benefits to participating Employees and their beneficiaries and defraying reasonable expenses of administering the Plan.

1.24 Information to be Furnished. Employees shall provide the Employer 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 the Plan.

1.25 Limitation of Rights. Neither the establishment of this Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Employee or other person any legal or equitable right against the Employer, except as provided herein. Neither the establishment of this Plan nor any amendment thereof, nor the payment of benefits, nor any action taken with respect to this Plan shall confer upon any person the right to be continued in the employment of the Employer.

1.26 Governing Law. Except to the extent Federal law is controlling, the provisions of this Plan shall be interpreted and construed according to the laws of the State of New York.

1.27 Headings. The headings and subheadings of articles and sections are included solely for convenience of reference, and if there be any conflict between such headings and the text of the Plan, then the text of the Plan shall control.

1.28 Gender and Number. Whenever any words are used herein in the masculine, feminine, or neutral gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

1.29 Severability of Provisions. The provisions of this Plan are severable, and should any provision be ruled illegal, unenforceable, or void, all other provisions not so invalidated shall remain in full force and effect.

1.30 Entire Plan

1.31 . This Plan instrument, including Table I hereto and any Group Insurance Contracts, any Administrative Services Agreements, any HMO Group Contracts, any Self-Insured Benefit Documents and any other documentation referenced in Table I hereto (as it may be revised from time to time by the Administrator of the Plan), constitute the entire employee welfare benefit plan for the eligible Employees described herein. No modifications or alterations to this Plan shall be enforceable unless properly and validly made pursuant to the provisions of Article 5 or Article 6 hereof.

IN WITNESS WHEREOF, the Employer has caused this Plan to be duly executed for and on behalf of the Employer this _____ day of _____, 2011, effective as of January 1, 2011.

MENTAL HEALTH COOPERATIVE, INC.

BY: _____

TITLE: _____

MENTAL HEALTH COOPERATIVE, INC.

WELFARE BENEFITS PLAN

TABLE I

Group Insurance Contracts

Long term disability	(Lincoln Financial)
Life/accidental death & dismemberment	(Lincoln Financial)
Dental insurance	(CIGNA)
Life insurance	(Humana)
Stop loss	(CIGNA)

Administrative Services Agreements

CIGNA (medical)

Self-Insured Benefit Documents

Medical