SUMMARY PLAN DESCRIPTION

Austin Medical Center Employees' Pension Plan

January 2015
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Austin Medical Center Employees' Pension Plan (the “Plan”) of Austin Medical Center - Mayo Health System (the “Employer”) was adopted as of January 1, 1978, and is amended and restated as of June 1, 2009 (the “Effective Date”). This Plan is intended to be a qualified retirement plan under Section 401(a) of the Internal Revenue Code.

The purpose of the Plan is to assist eligible Employees in saving for retirement. The Plan is for the exclusive benefit of Plan Participants and their Beneficiaries.

This booklet is called a Summary Plan Description (“SPD”) and it contains a summary of your rights and benefits under the Plan. If you have difficulty understanding any part of this SPD, you should contact the Plan Administrator identified in the Basic Plan Information section of this SPD during normal business hours for assistance.

This SPD is a brief description of the principal terms of the Plan which includes the Trust Agreement. It is not meant to interpret, extend or change the terms of the Plan document in any way, nor does it describe all of the detailed rules that may apply in special circumstances. All rights of Participants and others under the Plan, including decisions with respect to your benefits, are governed in all respects by the detailed terms of the Plan. The Plan document will govern in the event of any discrepancy between this SPD and the actual provisions of the Plan. A copy of the Plan document is on file with the Plan Administrator and all questions should be referred to the Plan Administrator.
I. Basic Plan Information and Definitions

The following are some important facts about the Plan, as well as the definitions of terms that are frequently used in this SPD:

A. Account

An Account will be established by the Trustee for the purpose of recording Fixed Nonelective Employer Contributions and Rollover Contributions made on your behalf and any income, expenses, gains or losses thereon. The amount in your Account may also be referred to as your “Account Balance.”

B. Beneficiary

Your Beneficiary is the person or persons (including a trust) that you designate, or who are identified by the Plan document if you fail to designate or improperly designate a Beneficiary, who will receive your benefits in the event of your death. You may designate more than one Beneficiary.

C. Disabled Employee

A Participant is Disabled, if he or she satisfies the requirements for Social Security disability benefits.

D. Employee

The term Employee means any common law employee of the Employer or certain related employers, and certain “leased employees.”

E. Employer

The name, address and business telephone number of the Employer are:

Austin Medical Center - Mayo Health System
1000 First Dr. NW
Austin, MN  55912
(507) 434-1633

The Employer’s Employer Tax Identification Number is 41-0695606.

The term Employer includes the following related employers:

None.

F. ERISA

ERISA is the Employee Retirement Income Security Act of 1974, as amended, a federal law which sets forth the rights of Participants and Beneficiaries covered by a qualified retirement plan.
G. Highly Compensated Employee

An Employee is considered a Highly Compensated Employee if (i) at any time during the current or prior determination year was considered to own, at least five percent of the Employer, or (ii) he or she received compensation from the Employer during the prior year in excess of $110,000 as adjusted.

H. Non-Highly Compensated Employee

Any Employee who is not a Highly Compensated Employee.

I. Participant

A Participant is (i) an eligible Employee who has satisfied the eligibility and entry date requirements, or (ii) an individual who is no longer an eligible Employee but who has an Account under the Plan.

J. Plan Administrator

The Plan Administrator is responsible for the administration of the Plan. The Plan Administrator’s duties are specifically identified in the Plan document. The name, address and business telephone number of the Plan Administrator are:

    Austin Medical Center - Mayo Health System
    1000 First Dr. NW
    Austin, MN  55912
    (507) 434-1633

K. Plan Number

The three digit Plan Number is 006.

L. Plan Qualification

The Plan is a Money Purchase Pension plan, which is a form of defined contribution plan. The Plan is intended to constitute a qualified plan under Section 401(a) of the Internal Revenue Code.

M. Plan Sponsor

The Employer is the Plan Sponsor.

N. Plan Year

The Plan Year is the twelve-month period ending on the last day of December.

O. Service of Process

The Plan’s agent for service of legal process is the Plan Administrator.

P. Trust

The Employer has created a Trust to hold the assets of the Plan.
Q. Trustee

The Trustee’s duties regarding the holding, administration and management of the Trust’s assets are specifically identified in the Trust Agreement, which is part of the Plan document, and relate only to the assets in the Trustee’s possession. The name and address of the Plan’s Trustee are:

- Fidelity Management Trust Company
- 82 Devonshire Street
- Boston, MA 02109
II. Participation

A. Eligibility Requirements
You are eligible to participate in the Plan if you are an Employee of the Employer and are not:

- covered by a collective bargaining agreement, unless the collective bargaining agreement specifically provides for participation in this Plan; or
- a Mayo Health physician; or
- classified as a volunteer; or
- classified as staff currently receiving LTD payments; or
- an Employee of an affiliated Employer, unless the affiliated Employer adopts the Plan in writing; or
- a Reclassified Employee; or
- a temporary employee; or
- a Member of Local 6-578.

You are eligible to participate in the Fixed Nonelective Employer Contribution portion of the Plan if you have completed 6 months of service and you have attained age 21.

Once you satisfy the eligibility requirements, you will become a Participant in the Plan for Fixed Nonelective Employer Contributions on the following January 1, April 1, July 1, or October 1.

Service with the following predecessor employers will be included in determining whether you are eligible to participate in the Plan:

- Austin Clinic Mayo Health System;
- Mower Mental Health Center;
- Orthopedics & Sports Medicine, P.A;
- Austin Eye Clinic, P.A;
- any Mayo Foundation Affiliates;
- Richard Bergen, M.D.

B. Service

Months of Eligibility Service will be measured from your date of hire to the coinciding date in the applicable following month.

Special service crediting rules exist in the Plan if you terminate your employment with the Employer and are subsequently rehired. Please see the Plan Administrator for more details.
III. Contributions

For purposes of computing Contributions under the Plan, as listed below, your Employer must first define “Compensation.” Your eligible Compensation generally means the amount reportable by your Employer on your IRS Form W-2 for a Plan Year, excluding:

- severance pay, and
- reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, and welfare benefits.

Tax laws limit the amount of Compensation that may be taken into account each Plan Year. For example, the maximum amount for the 2009 Plan Year is $245,000 (this amount may be adjusted each year).

If your initial Plan Year is a partial Plan Year, your “Compensation” will include the amount earned during the portion of the Plan Year during which you were eligible to participate in the Plan.

A. Fixed Nonelective Employer Contributions

Each Plan Year, the Employer will make Fixed Nonelective Employer Contributions to the Plan on your behalf in an amount equal to 4% of your total Compensation plus 4% of your Compensation in excess of the Plan’s “integration level.” Integration level means the Social Security taxable wage base for the Plan Year.

You will only be entitled to receive Fixed Nonelective Employer Contributions if you work at least 1,000 hours during the Plan Year. However, if you are an active Participant and you become Disabled, retire (as defined under the Plan) or die, you will receive Fixed Nonelective Employer Contributions even if you do not meet the service or last day requirements described above.

B. Rollover Contributions

You may roll over Contributions from another eligible retirement Plan or IRA. The Rollover Contributions will be held in a separate Rollover Account. You may make Rollover Contributions to the Plan only if you have met the Plan’s eligibility requirements. If you have questions about Rollover Contributions contact the Plan Administrator.
IV. Investments

A. Investments

Your Account may be invested in Fidelity Investments mutual funds, Fidelity FundsNet funds, and Non-Fidelity mutual funds. These investment options have been selected by the Employer, Plan Administrator or another named fiduciary of the Plan. You may direct the investments in your Account among the available investment options.

You may transfer funds already in your accounts to other available investment options at any time by calling Fidelity at 1-800-343-0860 between 8:00 AM (ET) and Midnight (ET) or by accessing Fidelity NetBenefits\textsuperscript{sm} at http://www.fidelity.com/at_work. Transactions requested before 4:00 p.m. (Eastern Time) on any business day will be effected as of that day based on the closing price on such business day. Transactions received after 4:00 p.m. or on a non-business day will be processed as of the closing price of the next business day.

To receive information concerning the value of shares or units in each investment option, you may call Fidelity at 1-800-343-0860 or access Fidelity NetBenefits\textsuperscript{sm} at http://www.fidelity.com/at_work. To receive information concerning the value of shares or units of investments in your brokerage account, consult the financial pages of any major newspaper.

The prospectus of each mutual fund available under the Plan from time to time can be received by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits\textsuperscript{sm} at http://www.fidelity.com/at_work. Please read each prospectus carefully. In particular, you should read the investment objectives, risk and return characteristics and special investment restrictions of each mutual fund, and the description of any transaction fees and expenses which may affect your investment returns (for example, commissions, sales load, deferred sales charge, redemption or exchange fees). The investment objectives, procedures and restrictions that are set forth in the applicable mutual fund prospectuses are subject to change at any time. Participants with balances in such mutual funds will be notified of any material changes.

B. Statement of Account

Your Account will be updated each business day to reflect any investment earnings or losses on each investment option in your Account. A quarterly statement disclosing the value of your Account will be provided to you generally within 20 days after the end of each calendar quarter (that is, each March 31, June 30, September 30, and December 31).

C. ERISA §404(c)

The Plan is intended to qualify as a participant-directed plan under Section 404(c) of ERISA and U.S. Department of Labor regulations. This means that you are responsible for your investment decisions under the Plan, and you have the right to vote any mutual fund proxy based on the number of shares of the mutual fund that you own. The Plan’s fiduciaries, including the Employer, are not responsible or liable for any losses which are the direct and necessary result of your investment decisions and instructions.
V. Vesting

A. Vesting

The term “vesting” refers to your nonforfeitable right to the money in your Account. You receive vesting credit for the number of year(s) that you have worked for the Employer and certain other related employers.

If you terminate your employment with the Employer, then you may be able to receive a portion or all of your Account based on your vested percentage under the Plan. You are always 100% vested in your Rollover Contributions Account.

Nonelective Employer Contributions will be vested in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vesting Percentage</th>
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<tbody>
<tr>
<td>less than 1</td>
<td>0</td>
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<tr>
<td>1</td>
<td>10</td>
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<td>60</td>
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<tr>
<td>5</td>
<td>80</td>
</tr>
<tr>
<td>6</td>
<td>100</td>
</tr>
</tbody>
</table>

Your years of service for vesting under the Plan is determined by the Plan Administrator using the hours of service crediting method. Under the hours of service crediting method, you must complete at least 1,000 hours of service for the Employer during one Plan Year in order to receive credit for a year of service for vesting purposes.

Service with the following predecessor employer(s) will be included in determining your years of service for vesting purposes under the Plan:

- Austin Clinic Mayo Health System;
- Mower Mental Health Center;
- Orthopedics & Sports Medicine, P.A;
- Austin Eye Clinic, P.A;
- any Mayo Foundation Affiliates;
- Richard Bergen, M.D.

Notwithstanding the above vesting schedules, if you are a Participant who is employed by the Employer on the date that you reach age 55 and you have completed 6 years of vesting service, you will automatically become fully vested in your Account under the Plan on the date that you reach age 55.
Notwithstanding the above vesting schedules, if you are employed by the Employer on the date you become Disabled, you will automatically become fully vested in your Account under the Plan on that date.

The Normal Retirement Age under the Plan is age 65. When you reach your Normal Retirement Age, you will become 100% vested in your Nonelective Employer Contributions account.

If you are employed by the Employer on the date you reach early retirement age, you will become 100% vested in your Nonelective Employer Contributions account. The Early Retirement Age under the Plan is the first day of the month after the year, as a Participant, you attain age 55 and complete 6 years of vesting service.

**B. Forfeiture and Re-employment**

If you terminate your employment with the Employer and are less than 100% vested in your Nonelective Employer Contributions Account then you may forfeit the non-vested portion of your Nonelective Employer Contributions Account. A forfeiture will occur in the Plan Year that you receive a distribution of your entire vested Nonelective Employer Contributions Account or, if you do not receive a distribution, after five consecutive one-year breaks in vesting service, as described further below.

Forfeited Nonelective Employer Contributions will be applied to reduce Nonelective Employer Contributions.

**C. Break in Vesting Service**

A one-year break in vesting service occurs when you do not complete more than 500 hours of service during the Plan Year. If you are absent from work due to maternity or paternity reasons or “FMLA leave”, special rules will apply. Please contact the Plan Administrator for more details.

The Plan contains special rules to determine how vesting service earned before and after a break in vesting service will be applied for purposes of determining a Participant’s vested interest in Nonelective Employer Contributions Accounts.

If you were a Participant when you terminated your employment and are re-employed by your Employer, then you will again become a Participant on the date you complete one hour of service. Your period of employment before you were rehired is referred to as your pre-break service. Your period of employment after you were rehired is referred to as your post-break service. If you are re-employed after incurring five consecutive one-year breaks in service then your post-break service will not count in determining your vesting percentage in your pre-break Account Balance. Your post-break service will count in determining your vesting percentage in your pre-break Account Balance and any forfeited amounts will be restored to your Account if:

1. You are re-employed by the Employer before you incur five consecutive one-year breaks in service, and

2. If you received distribution of your vested Account, you repay the full amount of the distribution before the end of the five-year period that begins on the date you are re-employed.
Example: Assume you terminated employment with your Employer in 2000 with an Account Balance of $10,000, of which $6,000 is vested. You elected to receive a lump sum distribution of your vested Account Balance. The remainder, or $4,000, was forfeited in 2000. If you are rehired on January 1, 2002, and repay the $6,000 distribution prior to January 1, 2007, the $4,000 previously forfeited will be restored to your Account. Additionally, your service after January 1, 2002, is counted towards vesting your pre-break Account Balance of $10,000. Please contact the Plan Administrator for further details.
VI. Participant Loans

A. Loans

You may not take a loan from the Plan.
VII. In-Service Withdrawals

If you qualify and your request is approved by the Plan Administrator, you may obtain a withdrawal from the Plan while still an Employee, as further described in this section.

A. Withdrawal of Rollover Contributions

You may withdraw your Rollover Contributions at any time. You may request the appropriate withdrawal form by accessing Fidelity NetBenefits℠ at http://www.fidelity.com/at_work or by calling Fidelity at 1-800-343-0860 between 8:00 AM (ET) and Midnight (ET).

If you are married your spouse’s consent will be required on the withdrawal form. His or her signature must be witnessed by a Plan representative or notary public.

B. General Rules

The amount of any taxable withdrawal will be subject to applicable federal and state income taxes. In general, the amount of any taxable withdrawal that qualifies as an eligible rollover distribution and is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal income tax withholding and any applicable state income tax withholding. A 10% federal early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59 ½ and you do not meet one of the Internal Revenue Code exceptions.

The amount of any withdrawal will be withdrawn from available investment options in the order established by the Employer. Consult your Plan Administrator for more information.
VIII. Distribution of Benefits

A. Eligibility For Benefits

A distribution can only be made to you if you request one due to your retirement, disability, or termination of employment from your Employer and any Related Employer. The Normal Retirement Age under the Plan is age 65. Your Beneficiary or Beneficiaries may request a distribution of your vested Account Balance in the event of your death.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your vested Account Balance is $1,000 or less in which case the Plan Administrator will direct the Trustee to distribute it to you as a lump sum distribution without your consent. If your vested Account Balance exceeds, or at the time of any prior distribution exceeded, $1,000, you may delay your distribution until you are required by law to receive minimum required distributions. You will have a continuing election to request a distribution if you elect to postpone your distribution unless you are re-employed by the Employer or any related Employer. The value of your Account Balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed. Your written consent will be required for any distribution if your vested Account Balance is (or was) greater than $1,000.

You are required by law to receive a minimum required distribution from the Plan (unless you are a 5% owner of the Employer) no later than April 1 of the calendar year following the calendar year in which you turn 70 ½ or terminate your employment, whichever is later. Please note that if you are a 5% owner and continue to work beyond age 70 ½, the Plan Administrator will direct the Trustee to begin distributions to you no later than April 1 of the calendar year after you attain the age of 70 ½. Also, if you terminate employment prior to age 70 ½ and leave your Account Balance in the Plan, you must begin to receive your benefits after you turn age 70 ½.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may obtain the appropriate documentation to request a distribution by accessing Fidelity NetBenefits℠ at http://www.fidelity.com/atwork or by calling Fidelity at 1-800-343-0860 between 8:00 AM (ET) and Midnight (ET). You must fully complete, sign, and date the appropriate form and return it if you want a distribution from the Plan. You will be notified by the Plan Administrator if the Form is not approved.

B. Benefits Under the Plan

(1). Benefit on Termination of Employment

If you terminate your employment with the Employer, you may elect to receive a distribution of your vested Account Balance from the Plan, as described above.

(2). Death Benefit

If you die while you are a Participant in the Plan and before distribution of your benefits has begun, your Beneficiary or Beneficiaries will be entitled to receive your vested Account Balance, as described above.
You may designate a Beneficiary or Beneficiaries on a designation form that must be properly signed and filed with the Plan Administrator or returned to Fidelity, as directed. If you are married and want to designate someone other than your spouse as your primary Beneficiary, your spouse must consent to this designation by signing the form. His or her signature must be witnessed by a Plan representative or a notary public. You may request the appropriate designation form by accessing Fidelity NetBenefits at [http://www.fidelity.com/at_work](http://www.fidelity.com/at_work) or by calling Fidelity at 1-800-343-0860 between 8:00 AM (ET) and Midnight (ET).

(3). Disability Retirement Benefit

If you become Disabled while you are a Participant in the Plan and terminate your Employment with the Employer, you are eligible to receive a distribution of your vested Account Balance, as described above.

C. Forms of Benefits

The following distribution options are available under the Plan:

(1). Lump Sum Distributions

If you select this option, your vested Account Balance will be paid to you as a single cash distribution. If your vested Account Balance is greater than $1,000, you must consent in writing to this distribution.

Any election to waive the qualified joint and survivor annuity and select a different form of payment, must be made in writing by you and your spouse. Your spouse’s signature must be witnessed by a Plan representative or a notary public. You can obtain the appropriate waiver election form by contacting the Plan Administrator.

In addition, if you are married, your spouse’s consent may be required if any of the assets in your Account are attributable to assets transferred from another plan or have retained protected benefits. Please contact the Plan Administrator for further details.
(2). **Purchase of an Annuity**

The normal form of distribution under this Plan is a life annuity, however, you may select a lump sum form of distribution. This means that your vested Account Balance, as of your annuity starting date, may be used by the Trustee to purchase a single life annuity contract from an insurance company if you are single, or a qualified joint and 50% survivor annuity, if you are married. You (or you and your spouse, if married) may elect a different form of payment. (The annuity starting date is the first day of the first period for which an amount is payable as an annuity or in any other form under the Plan). The insurance company will make monthly payments to you for your life based upon the type of annuity purchased. Upon your death, if you are single, all payments will cease and no death benefits will be paid to any other Beneficiaries. If you are married, as of the annuity starting date, and you select a joint and survivor annuity, your spouse, if he/she is still living at your death, will receive 50%, as elected, of the monthly amount you received. The joint and survivor annuity will stop once your spouse dies and all payments will cease.

Any election to waive the qualified joint and survivor annuity and select a different form of payment, must be made in writing by you and your spouse. Your spouse’s signature must be witnessed by a Plan representative or a notary public. You can obtain the appropriate waiver election form by contacting the Plan Administrator.

If you are 35 or older and die while you are still married and employed by the Employer, your surviving spouse will be entitled to a qualified pre-retirement survivor annuity. The Trustee will purchase an annuity contract from an insurance company with at least 50% of your vested Account Balance that is payable for the life of your surviving spouse. Monthly benefit payments will then be made from the insurance company directly to your spouse for his or her lifetime. You and your spouse may waive the qualified pre-retirement survivor annuity while you are still alive, upon proper election and choose another form of payment or another Beneficiary. After your death your surviving spouse may elect in writing to receive the distribution in one of the other forms of payment provided under the Plan. Any waiver must be made in writing by you and your spouse. Your spouse’s signature must be witnessed by a Plan representative or a notary public. You can obtain the appropriate waiver election form by contacting the Plan Administrator.

In the case of a joint and survivor annuity, the Plan Administrator must, not less than 30 days and not more than 180 days prior to the annuity starting date, provide you with a written explanation of: (i) the terms and conditions of a qualified joint and survivor annuity; (ii) your right to make, and the effect of an election to waive, the joint and survivor annuity form of benefit; (iii) the rights of your spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity.
The annuity starting date for a distribution in a form other than a joint and survivor annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (a) you have been provided with information that clearly indicates that you have at least 30 days to consider whether to waive the joint and survivor annuity and elect (with spousal consent which must be in writing and witnessed by a notary public or a Plan representative) a form of distribution other than a qualified joint and survivor annuity; (b) you are permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the joint and survivor annuity is provided to you; and (c) the annuity starting date is a date after the date that the written explanation was provided to you.

D. Eligible Rollover Distributions

(1). Cash Distributions

Any taxable distribution paid by the Trustee directly to you will be subject to mandatory Federal Income Tax withholding of 20% of the requested distribution. You will receive 80% of the taxable distribution and the other 20% will be sent to the IRS as Federal Income Tax withholding for that year. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. This withholding is not a penalty but rather a prepayment of your Federal Income Taxes.

(2). Direct Rollover Distribution

As an alternative to a cash distribution, you may request that your entire distribution be rolled directly into a Fidelity IRA, a non-Fidelity IRA, or to your new employer’s eligible retirement plan (if it accepts Rollover Contributions). Federal Income Taxes will not be withheld on any direct rollover distribution.

(a). Rollover to a Fidelity IRA - You must complete a Fidelity Rollover IRA Account application. Attach this application to the completed Fidelity Investments Distribution Form. If you are married, your spouse must also sign the form. After authorizing your distribution, the Plan Administrator will forward this material to the Trustee. Your vested Account Balance will be transferred to a Fidelity Rollover IRA.

(b). Roll over to a Non-Fidelity IRA - You must complete a Fidelity Investments Distribution Form and indicate the name and address of the custodian, and account number for your IRA. If you are married, your spouse must also sign the form. After authorizing your distribution, the Plan Administrator will forward the form to the Trustee. A check will be issued by the Trustee payable to the IRA custodian for your benefit. The check will contain the notation ‘Direct Rollover’ and it will be mailed directly to you. You will be responsible for forwarding it on to the custodian. You must provide the Plan Administrator with complete information to facilitate your direct rollover distribution.
(c). Roll over to your New Employer’s Plan - You should check with your new employer to determine if its plan will accept Rollover Contributions. If allowed, then you must complete a Fidelity Investments Distribution Form and indicate the name, address and plan number of your new employer’s plan. If you are married, your spouse must also sign the form. After authorizing your distribution, the Plan Administrator will forward the form to the Trustee. A check will be issued by the Trustee payable to the custodian of your new employer’s plan. The check will contain the notation ‘Direct Rollover’ and it will be mailed directly to you. You will be responsible for forwarding it on to the new custodian. You must provide the Plan Administrator with complete information to facilitate your direct rollover distribution.

(3). Combination Cash Distribution and Direct Rollover Distribution

You may request that part of your distribution be paid directly to you and the balance to be directly rolled into an IRA or your new employer’s Plan. Any cash distribution you receive will be subject to the Federal Income Tax withholding rules referred to in (1). Any direct rollover distribution will be made in accordance with (2).

You will pay Income Tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an IRA or your new employer’s Plan. A 10% IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another plan. The 20% Federal Income Tax withheld under this section may not cover your entire income tax liability. Consult with your tax advisor for further details.
IX. Miscellaneous Information

A. Benefits Not Insured by PBGC

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation ("PBGC") under Title IV of ERISA because the insurance provisions of ERISA are not applicable to this particular Plan.

B. Attachment of Your Account

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent required by law. Creditors (other than the IRS) may not attach, garnish or otherwise interfere with your Account Balance except in the case of a proper IRS tax levy or Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by a court in a divorce, child support or similar proceeding. In this situation, your spouse (or former spouse) or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account Balance based on the court order. You and your Beneficiaries may obtain, without charge, a copy of the QDRO procedures from the Plan Administrator.

C. Plan to Plan Transfer of Assets

The Employer may direct the Trustee to transfer all or a portion of the assets in the Accounts of designated Participants to another plan or plans maintained by the Employer or other employers, subject to certain restrictions. The plan receiving the Participant Accounts must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, Participants’ vested Account Balances may not be decreased as a result of the transfer to another plan.

D. Plan Amendment

The Employer reserves the right to amend the Plan at any time for any reason at its sole discretion. However, no amendment may eliminate certain benefits under the Plan, or reduce the existing vested percentage of your Account Balance derived from Employer Contributions. If you have three or more years of service with the Employer and the vesting schedule is amended then you will be given a choice to have the vested percentage of future Employer Contributions made to your Account computed under the new or the old vesting schedule. The Plan Administrator will provide you with the appropriate information to make an informed decision if the Plan’s vesting schedule is amended.

E. Plan Termination

The Employer has no legal or contractual obligation to continue the Plan. The Employer reserves the right to terminate the Plan at any time in its sole discretion. In the event the Plan should terminate, each Participant affected by such termination shall be fully vested in his or her Account. The Plan Administrator will direct the Trustee to distribute Participants’ Account Balances in single lump sum payments to each Participant in accordance with the terms of the Plan, until all assets have been distributed by the Trustee.
F. Interpretation of Plan

The Plan Administrator has the sole power and discretionary authority to construe the terms of the Plan and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee’s eligibility for benefits, credited services, disability, and retirement, or to interpret any other term contained in Plan documents, including this Summary Plan Description. The Plan Administrator’s interpretations and determinations are and will be binding on all Participants, former Participants, Employees, former Employees, and their Beneficiaries.

G. Electronic Delivery

This Summary Plan Description and other important Plan information may be delivered to you through electronic means. This Summary Plan Description contains important information concerning the rights and benefits of your Plan. If you receive this Summary Plan Description (or any other Plan information) through electronic means you are entitled to request a paper copy of the information, free of charge, from the Plan Administrator. The electronic version of this document (or any other Plan information) contains substantially the same content as the paper version.
A. **Top-Heavy Tests**

The Plan is subject to Internal Revenue Service non-discrimination rules, including a “Top-Heavy” test. Each Plan Year, the Plan Administrator tests this Plan, together with all other Employer-sponsored qualified plans, to make sure that no more than 60% of the benefits are for “Key Employees.” If this Plan is Top-Heavy, then the Employer may be required to make minimum annual contributions to this Plan, or another Employer-sponsored plan, for you if you are employed by the Employer on the last day of the Plan Year.

B. **Limit on Contributions**

Federal law requires that amounts contributed by you and on your behalf by your Employer for a given limitation year generally may not exceed the lesser of:

- $49,000 (or such amount as may be prescribed by the Secretary of the Treasury); or
- 100% of your annual compensation, including any salary reductions to an employer sponsored cafeteria plan, a 401(k) plan, a simplified employee pension or a tax-deferred annuity.

Contributions to this Plan, along with any Employer Contributions, to any other Employer-sponsored defined contribution plan, may not exceed the above limits. If this occurs, then excess contributions in your Account may be forfeited or refunded to you. Income tax consequences may apply to you on any refund. You will be notified by the Plan Administrator if you will be subject to reduced contributions.

The limitation year for purposes of applying the above limits is the twelve month period ending December 31.
A. Claims for Benefits Under the Plan

(1). Claim Procedure

You or your beneficiary should make a request to obtain any benefits you are entitled to under the Plan in the event of your termination of employment. The Plan Administrator will provide you with a request form to complete. Your request will be considered a claim and will be subject to a full and fair review by the Plan Administrator. If your claim is wholly or partially denied by the Plan Administrator then you may appeal it in accordance with the claim review procedure.

(2). Claim Review Procedure

You or your beneficiary may file a claim for benefits under the Plan with the Plan Administrator on a form supplied by the Employer. The Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after it has been filed (or, in certain circumstances, within 180 days if special circumstances do require an extension of time to process the claim and if written notice of such extension and circumstances is given to you within the initial 90-day period.) In the event the claim is denied then the reasons shall be disclosed and/or provisions of the Plan shall be cited as appropriate.

You or your beneficiary, upon request to the Plan Administrator, may appeal the denial of your claim within 60 days after the date on which you receive a denied claim. If you wish further consideration of your position, then you must provide the Plan Administrator with a written request for a hearing. You must also provide a detailed written statement of your position for your claim and file it with the Plan Administrator no later than 60 days after requesting a hearing. The Plan Administrator shall make a decision on your claim and it will be communicated to you, in writing, within 60 days after receipt (or, in certain circumstances, within 120 days). It will advise you if you have any right to appeal the decision.

Statement of ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of
Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report each year.

- Obtain a statement telling you whether you have a right to receive a benefit under the plan 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 benefit under the plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

**Prudent Actions by Fiduciaries**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you, 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 retirement benefit or exercising your rights under ERISA.

**Enforce Your Rights**

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

**Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.
Fees and expenses charged under your Account will impact your retirement savings, and fall into three basic categories.

*Investment fees* are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, or management fees. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under your Plan.

*Plan administration fees* cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under your Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are paid directly by your Employer, or are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your Account.

*Transaction-based fees* are associated with optional services offered under your Plan, and are charged directly to your Account if you take advantage of a particular plan feature that may be available, such as a Plan loan.

For more information on fees associated with your Account, refer to your quarterly Account statement, or contact your Plan Administrator.