SUMMARY PLAN
DESCRIPTION
Franklin Heating Station
Hourly Employees’ 401(k) Plan

January 2017
HOW TO USE THIS DOCUMENT

The Table of Contents on page 4 provides you with an overview of the detailed information in the Plan. For a quick link, place your cursor on the page number and click with your mouse—this action takes you to the details of the topic selected.

You will find a glossary of terms used in this summary beginning on page 26.

Throughout the document you will see words that are underlined and in color. These underlined words are called hyperlinks. When you click on the underlined word it will take you to a location in the file that provides more detailed information on the word or words underlined. For instance, the word employer on page 6 is underlined. When you click on “employer,” it will take you to the definition in the glossary.
INTRODUCTION

The Franklin Heating Station Hourly Employees’ 401(k) Plan (referred to as the Plan) allows eligible employees to save for retirement and for other purposes. The Plan was adopted January 1, 1989. The Plan was amended and restated effective December 31, 2009. The Plan is intended to be a tax-favored retirement plan under Section 401(k) of the Internal Revenue Code.

This booklet is called a Summary Plan Description (SPD), and it contains a summary of your rights and benefits under the Plan. It is not meant to interpret, extend, or change the terms of the Plan in any way, nor does it describe all of the detailed rules that may apply in special circumstances. The Plan’s official terms are in the document entitled “Franklin Heating Station Hourly Employee’s 401(k) Plan.” The Plan Administrator will use only the Plan’s official document to administer the Plan and resolve any disputes. The Plan Administrator has the discretion to interpret the provisions of the Plan, make and publish such rules and procedures for the regulation of the Plan, and prescribe such forms as the Plan Administrator deems necessary. If there is a discrepancy between this SPD and the plan document, the plan document will control. If you have difficulty understanding any part of this SPD, you should contact the Plan Administrator during normal business hours for assistance.

Neither the receipt of this SPD nor the use of the term “you” indicates that you are eligible for a benefit under the Plan. Only employees who satisfy the eligibility requirements and other criteria contained in the Plan are eligible for a benefit. Neither the receipt of this SPD nor the terms of the Plan creates a right for you to be retained in employment.

Franklin Heating Station offers several ways to save for your future. The Plan allows you to contribute both before-tax and post-tax Roth dollars through payroll deduction. By contributing on a pre-tax basis, you are deferring state and federal taxes until you withdraw the contributions from the Plan.
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ELIGIBILITY AND PARTICIPATION

Am I eligible to participate in the Plan?

You must have attained age 18 in order to participate in the Plan.

You are eligible to participate in the Plan if you are an Employee covered by a collective bargaining agreement with the Employer listed below:

- International Union of Operating Engineers, Local Union No. 756

Employees who are eligible to participate in another 401(k) plan, or in a 403(b) plan that the Employer sponsors are excluded from participating in the Plan.

When am I eligible to participate in the Plan?

You are eligible to enroll immediately upon your date of eligibility for benefits.

How do I enroll?

Enrollment can be completed at any time by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits SM on the Web at www.netbenefits.com/atwork

When you first call in or log on to the web you will be required to set up a secure sign-on.

After your enrollment, you will receive a form that allows you to designate your Beneficiary. You may also designate your beneficiary online at www.netbenefits.com/atwork.
ENROLLMENT AND CONTRIBUTIONS

Deferral Contributions

As a participant under the Plan, you may elect to reduce your compensation by a specific percentage and have that amount contributed to the Plan as an elective deferral.

Unless your deferral is to a designated Roth account, your taxable income is reduced by the elective deferral contributions so you pay less in federal and state income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Federal and state income taxes on the pre-tax deferral contributions and on the earnings are only postponed.

Enrollment

To participate in the Plan, you must enroll and select a percentage of your pay to contribute. You may contribute between one and 50 percent of your compensation each pay period. The Employer will begin taking the deferral contributions out of your pay as soon as practicable after you complete your enrollment.

Change or Termination of Contribution Percentage

You may change your contribution percentage or terminate your enrollment as of any subsequent payroll period.

If you terminate your enrollment, you may begin to contribute again as of any subsequent payroll period.

Changes are processed as soon as practicable, but may take more than one subsequent payroll period to process.

Limits on Savings

Federal law limits the maximum amount of your deferral contributions regardless of the percentage of pay you elect to contribute.

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Deferral Contribution Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$18,000</td>
</tr>
<tr>
<td>2018 and on</td>
<td>as adjusted from time to time</td>
</tr>
</tbody>
</table>

Excess contributions

The annual elective deferral limit is an aggregate limit which applies to all deferrals you may make under this Plan and any other 401(k) plans, simplified employee pensions or 403(b) plans in which you may be participating, including those of another employer. Generally, if your total deferrals under all of these arrangements for a calendar year exceed the annual elective deferral limit, then you must include the excess deferrals in your income for the year. If you make excess deferrals you should request in writing that
the excess deferrals be returned to you. If you fail to request such a return, you may be
taxed a second time when the excess deferral is ultimately distributed from the Plan.

You must decide which plan you would like to have return the amount of any excess
deferral. If you decide that this Plan should distribute the excess, you should
communicate this in writing to the Administrator no later than the March 1st following
the close of the calendar year in which you made the excess deferrals. However, if you
contribute excess deferrals in this Plan or any other plan maintained by us, then you will
be deemed to have notified the Administrator of the excess. The Administrator will then
return the excess deferrals and any earnings thereon to you by April 15 of the year
following the calendar year in which you made the excess deferrals.

Catch-Up Contributions

If you are a participant in the Plan and will be age 50 or older during the year, you may be
eligible to make additional pre-tax contributions known as “catch-up” contributions.

Enrollment
You need to make an election to make a catch-up contribution. You may contribute up to
50 percent of your pay until you reach the dollar amount permitted under federal law for
that particular year.

Limits
Federal law limits the amount that you may contribute each year for catch-up
contributions.

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Catch-Up Contribution Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$6,000</td>
</tr>
<tr>
<td>2018 and on</td>
<td>as adjusted from time to time</td>
</tr>
</tbody>
</table>

This catch-up contribution limit is reduced by the amount of any similar contributions
you make to another employer’s retirement plan. To comply with federal law it might be
necessary to re-characterize your catch-up contributions as deferral contributions.

Employer Contributions

Each payroll, your Employer will make a Nonelective Employer Contribution on your
behalf in an amount equal to 5.5% of your compensation for the payroll period.

Rollover Contributions

If you are a participant and have received an eligible rollover from another tax-qualified
retirement plan, you may (subject to certain conditions) transfer or “roll over” that
payment into the Plan. Your rollover contribution will be credited to your rollover account. You may initiate the rollover by contacting Fidelity Investments.

Generally, you may roll over assets from most tax-qualified retirement plans (specifically those described in sections 401(a) and 403(a) of the Internal Revenue Code) from annuity contracts (specifically those described in section 401(k) of the Internal Revenue Code), from certain governmental retirement plans (specifically those described in section 457(b) of the Internal Revenue Code), and from individual retirement accounts (IRAs – specifically those described in sections 408(a) and 408(b) of the Internal Revenue Code).

The Plan Sponsor may decline to accept rollovers from another retirement plan or an IRA into the Plan. In addition, you cannot roll over after-tax contributions or hardship payments from another retirement plan or IRA into the Plan.

In-Plan Roth Rollovers

You have the opportunity to convert or roll over a portion of your account to Roth contributions within the Plan if you are currently eligible to receive an in-service withdrawal of all or a portion of your account or a distribution of your account due to termination of employment or attaining age 59 1/2. Effective January 1, 2015, generally, you can convert pre-tax deferrals you have contributed to the Plan and before-tax money you have rolled over into the Plan. You may also convert any vested matching contributions that you receive under the Plan and the earnings on your contributions. You cannot convert any amounts which are part of an outstanding participant loan.

The converted amount will be reported as taxable income in the year of the conversion. Generally, you will owe ordinary income taxes on the taxable portion of the converted amount in the year of the conversion. The benefit of making an in-plan Roth conversion is that the converted amount, along with any earnings on the converted amount, will not be taxed when you receive such amounts in a qualified distribution. See the Taxes section for more details regarding a qualified distribution.

You may request an in-plan Roth conversion election form by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits® at www.netbenefits.com/atwork
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 your Employer, you may be able to receive a portion or all of your Account based on your vested percentage. You are always 100% vested in your Rollover Contributions, voluntary Deferral Contributions and any earnings thereon. Your Employer Contributions and earnings shall be vested in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vesting Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 2</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>40</td>
</tr>
<tr>
<td>4</td>
<td>60</td>
</tr>
<tr>
<td>5</td>
<td>80</td>
</tr>
<tr>
<td>6</td>
<td>100</td>
</tr>
</tbody>
</table>
INVESTMENT INFORMATION

In General
You have the opportunity to place your contribution in several investment options. Each of the investment options has different financial goals. You can make investment elections for both the assets currently in your account and for future contributions. You may change your investment elections from time to time. Because of the processing time required to change investment elections, there may be a delay between your change request and the effective date of the change.

Investments
The investments offered under the Plan are divided according to three approaches:

LifeCycle Funds
This option uses a professional portfolio manager to manage your asset allocation and is useful if you understand the importance of asset allocation and diversification, and you feel comfortable having a professional portfolio manager managing your asset allocation.

Core Investment Options
This option uses three major asset classes consisting of stocks, bonds, and short-term investments. This option allows you to manage your own asset allocation.

Expanded Investment Options
This option allows you to manage your own mix of investment options. If you are comfortable managing your own mix of investment options and understand how to research, evaluate, and monitor a wide variety of funds with different risk and return characteristics, you may want to explore the expanded investment options.

Self-Directed Brokerage Account
Fidelity BrokerageLink,® a self-directed brokerage option that enables you to invest in a wider variety of mutual funds and individual securities through your 401(k) plan account. You may want to consider this approach if you’re very comfortable managing your own portfolio, and understand how to research, evaluate, and monitor a wide variety of investments with different risk and return characteristics.

Directing Investments
You may transfer funds already in your account to other available investments at any time by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits℠ at www.netbenefits.com/atwork.

Section 404(c) of ERISA
The Plan allows you to direct the investment of your account and, as such, it constitutes a plan described in section 404(c) of ERISA and Title 29 of the Code of Federal Regulations section 2550.404c–1. This means that you (and not a plan fiduciary) will be responsible for any investment losses that result from your investment selections.
The following information is provided to you to assist in making your investment selections:

- A description of the investments.
- A description of the objectives, risks, and return characteristics of the investments, including the assets comprising the investment (found in the separate prospectus for the investment).
- Information identifying the investment manager of each investment.
- An explanation of how you may give investment instructions and the limitations on the instructions that you may give.
- An explanation of the transaction fees and expenses you will be charged in connection with the purchase or the sale of an investment (e.g., commissions, sales loads, deferred sales charges, redemption, or exchange fees).
- The name, address, and phone number of the Plan Administrator (and any person designated to act on behalf of the Plan Administrator) responsible for providing additional information, which the Plan is required to furnish on request.

You may obtain a prospectus for each investment at any time by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits at www.netbenefits.com/atwork.

Upon request to the Plan Administrator, you or your beneficiary will be provided with the following additional information about the investments:

- A description of the annual operating expenses of each investment (e.g., investment management fees, administrative fees, transaction costs) which reduce your rate of return.
- Copies of any prospectuses, financial statements and reports, and any other materials relating to the investment to the extent such information is provided to the Plan.
- A list of the assets comprising each investment.
- Information concerning the current value of the investments, as well as their past and current investment performance.
- Information concerning the value of the investment shares or units held in your account.

You may obtain information concerning the value of shares or units of your investments at any time by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits at www.netbenefits.com/atwork.

**Risk of Loss**

The investment options under the Plan involve risk, and your accounts are subject to this risk. You have responsibility for all consequences of your investment directions under this Plan. As with any investment, earnings are not guaranteed, you could lose money, and past performance is not a guarantee or indicator of future results.

**Review of Investments**

Remember, you are responsible for selecting your investments and monitoring them to achieve your retirement goals.
You should monitor your account on a regular basis. Doing so allows you to monitor changes in the investments and to verify that your account is properly invested. In particular, you should review your account after you change investment elections.

Account Management Services
The Plan offers a fee-based account management service. With Personal Asset Manager, a team of investment professionals from Financial Engines Advisors L.L.C., an independent investment adviser, selects a personalized mix of funds designed to be appropriate for you, and manages your account over time. There is a fee for the service that you should inquire about and fully understand before you enroll in this service. The fee is deducted directly from your account balance, so there’s no change in your take-home pay. You can cancel any time with no penalty. Please call 1-877-401-5762 for more information.

Investment Restrictions
Under the Plan, the Plan Sponsor may adopt any rule that limits the method or frequency of investment changes. Under this authority the Plan Sponsor may impose such investment and trading restrictions as it deems appropriate to achieve the goals of the Plan. In addition, to the extent an investment imposes a trading restriction on investors in the investment that temporarily restricts your ability to direct or diversify the assets in your account, or to obtain a distribution, such a trading restriction is an integral part of and incorporated into the Plan. Moreover, an investment or the Plan may impose a fee on certain trading, such as moving quickly into and out of an investment.

You should review the prospectus for each investment to determine if the investment (i) imposes any trading restrictions on your ability to move into or out of the investment or (ii) imposes any fees on certain trades.
HOW TO RECEIVE PAYMENTS

Receiving Payment While Employed
You may not receive any distributions from your account while you are still working for the Employer before you attain age 59 1/2 except in the event of disability. Under the Plan, disability is defined as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.

Withdrawal of Rollover Contributions
If permitted by the Fund Sponsor for your account, you may withdraw your rollover contributions at any time. You may request the appropriate withdrawal form by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits at www.netbenefits.com/atwork.

Loans and Hardship Withdrawals
Loans and hardship withdrawals are not allowed under the Plan.

Receiving Payment After Termination

When Payment May Begin
Payment of your account can be made as soon as administratively practicable after you terminate employment with the Plan Sponsor and its affiliates.

You may obtain the appropriate documentation to request a distribution by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits at www.netbenefits.com/atwork.

If you terminate and want to leave your money in the Plan, your account will continue to be credited with gains and losses according to the performance of the investments you choose.

Upon termination you may not add contributions to your account.

You must begin to receive payments from the Plan by your required beginning date (generally by April 1 of the year following the year in which you reach age 70–1/2).

Forms of Payment
If permitted by the Fund Sponsor for your account, you may elect to receive your benefit in the following forms of payment:

Lump Sum You may receive your account in a lump sum.

Installments You may receive your account in a series of substantially equal payments that are payable monthly, quarterly, or annually over a period of time.

Annuity You may receive your account in an annuity paid over your life, or over your life and the life of a spouse or beneficiary.

Automatic Payment at Required Beginning Date
Generally, if you have not applied for payment of your account before your “required beginning date,” you will automatically be paid all or a portion of your account no later
than April 1 after the year in which you reach age 70–1/2. If, however, you are actively employed by an employer at age 70–1/2 and are not a five percent owner of the employer, you may delay being paid until April 1 following the year in which your employment ends.

**Payment to Beneficiary**

If you die while still employed, then your entire account balance will be used to provide your beneficiary with a death benefit.

Your beneficiary is the person or persons whom you designate on a form the Administrator provides for this purpose. If you are married, your spouse will be the beneficiary of the death benefit, unless you elect to change the beneficiary. If you wish to designate a beneficiary other than your spouse, your spouse must irrevocably consent to waive any right to the death benefit. Your spouses’ consent must be in writing, be witnessed by a notary or plan representative, and acknowledge the specific non-spouse beneficiary.

If you are married and you change your designation, then your spouse must again consent to the change, unless he/she waives that right. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the investment provider’s documentation says otherwise:

(a) Your surviving spouse;

(b) Your children, including adopted children, and if a child dies before you, to their children, if any;

(c) Your surviving parents, in equal shares; or

(d) Your estate.

**General Rules**

The amount of any taxable withdrawal will be subject to applicable federal and state income taxes.

In general, any taxable withdrawal that qualifies as an eligible rollover distribution and is not rolled into an individual retirement account or another qualified employer retirement plan will be subject to 20 percent federal income tax withholding and any applicable state income tax withholding.

In addition, a ten percent federal early withdrawal penalty may apply to your withdrawal if you are under the age of 59–1/2 and do not meet one of the Internal Revenue Code exceptions.
Request for Payment
To receive a payment from your account, you must make a request. To make a request for payment contact Fidelity at 800-343-0860 or access Fidelity NetBenefits® at www.netbenefits.com/atwork.

Spousal Consent
If you are married, your spouse’s consent may be required if any of the assets in your account have been transferred from another plan or have retained protected benefits. Please contact the Plan Administrator for further details.

Timing of Payment
Requests for payment will be processed as soon as practicable. The request for payment will be reviewed for completeness, compliance with Plan requirements, and eligibility for payment. If the request is approved, investments will be sold and the sale proceeds will be used to pay you (typically within several days after the sale).

Automatic Payment if $1,000 or Less
Despite the general rule requiring a request for payment, if the balance of your account is $1,000 or less, a lump sum payment will be made to you or your beneficiary after your employment ends whether or not you apply for payment.

Taxes
Payments from pre-tax deferrals are subject to state and federal income tax. If you request payment, federal income tax will be withheld when payment is made unless you elect to directly roll over your payment to either an IRA or another qualified plan.

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. If you receive a payment before attaining age 59–1/2, you may be subject to a ten percent penalty. We recommend that you or your beneficiary consult with a qualified tax adviser before requesting payment.

If you receive distribution of a Roth deferral, since you paid current federal income tax on the deferral contribution in the year of deferral, the deferrals are not subject to federal income taxes when distributed to you. The earnings on Roth deferrals are also tax free upon distribution if you receive a "qualified distribution" from your Roth deferral account.

In order to be a "qualified distribution," the distribution must occur after one of the following: (1) your attainment of age 59 1/2, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you make your first Roth deferral under this Plan on November 30, 2010, your participation period will end on December 31, 2014. This means that you could take a qualified distribution as early as January 1, 2015. It is not necessary that you make a Roth contribution in each of the five years.
If a distribution from your Roth deferral account is not a qualified distribution, the earnings distributed with the Roth deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan or 401(k) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.
CLAIM PROCEDURES

If you believe you are entitled to benefits or you disagree with a decision regarding your benefits, you should file a claim with the Plan Administrator. If you do not file a claim or follow the claim procedure, you are giving up important legal rights. A “claim” for benefits is a request for benefits under the Plan filed in accordance with the Plan’s claim procedure. To make a claim or request review of a denied claim, you must file a written statement with the Plan Administrator. A verbal claim or request for review is not sufficient.

Steps in Filing a Claim

Time for Filing a Claim
The Plan Administrator must receive actual delivery of your written claim within one (1) year after the date you knew or reasonably should have known of the facts behind your claim.

Filing a Claim
You must file your claim with the Plan Administrator. You should include the facts and arguments that you want considered.

Plan Administrator Response Time
Within 90 days of the date the Plan Administrator receives your claim, you will receive either a written or electronic notice of the decision or a notice describing the need for additional time (up to 90 days) to reach a decision. If the Plan Administrator notifies you that additional time is needed, the notice will describe the special circumstances requiring the extension and the date by which it expects to reach a decision. If the Plan Administrator denies your claim in whole or in part, you will receive a notice specifying the reasons, the Plan provisions on which it is based, a description of additional material (if any) needed to perfect the claim, your right to file a civil action under section 502(a) of ERISA if your claim is denied upon review, and an explanation of your right to request a review.

Steps in Filing Request for Review

Time for Filing a Request for Review
The Plan Administrator must receive actual delivery of your written request for review within 60 days after the date that you received notice that your claim was denied.

Filing a Request for Review
If the Plan Administrator denies your claim, you must file a written request to have the denial reviewed. Your request should include the facts and arguments that you want considered in the review. You may submit written comments, documents, records, and other information relating to your claim. Upon request you are entitled to obtain, free of charge, reasonable access to and copies of the relevant documents, records, and information used in the claims process.

Plan Administrator Review Response Time
Within 60 days after the date the Plan Administrator receives your request for review, you will receive either a written or electronic notice of the decision, or a notice describing the need for additional time (up to 60 days) to reach a decision. If the Plan Administrator notifies you that additional time is needed, the notice will describe the special circumstances requiring the extension and the date by which it expects to reach a decision. If the Plan Administrator affirms the denial of your claim in whole or in part,
you will receive a notice specifying the reasons, the Plan provisions on which it is based, notice that upon request you are entitled to obtain, free of charge, reasonable access to and copies of the relevant documents, records, and information used in the claims process, and your right to file a civil action under section 502(a) of ERISA.

**Plan Administrator Request for Further Information Regarding Your Claim on Review**

If the Plan Administrator determines that further information is needed, you will receive a notice describing the additional information necessary to make the decision. You will then have 60 days to provide the requested information to the Plan Administrator. The time between the date the Plan Administrator sends the request to you and the date the Plan Administrator receives the requested additional information from you does not count against the 60-day period in which the Plan Administrator has to decide your claim on review. If the Plan Administrator does not receive a response from you, then the period by which the Plan Administrator must reach a decision shall be extended by the 60-day period that was provided to you for you to submit the additional information. Note: If special circumstances exist, this period may be further extended.

**In General**

The Plan Administrator will make all decisions on claims and review of denied claims. The Plan Administrator has the sole discretion, authority, and responsibility to decide all factual and legal questions under the Plan. This includes interpreting any ambiguous or unclear terms in the Plan, determining whether a claimant is eligible for benefits, and the amount of the benefits, if any, a claimant is entitled to receive. The Plan Administrator may hold hearings and reserves the right to delegate its authority to make decisions. The Plan Administrator may rely on any applicable statute of limitations as a basis to deny a claim. The Plan Administrator’s decisions are conclusive and binding on all parties. You may, at your own expense, have an attorney or representative act on your behalf, but the Plan Administrator reserves the right to require a written authorization for a person to act on your behalf.

**Time Periods**

The time period for the Plan Administrator to decide your claim begins on the date the Plan Administrator receives your written claim. Similarly, if you file a timely request for review of a denied claim, the time period for the Plan Administrator to decide begins on the date the Plan Administrator receives your written request. In both cases the time period begins to run regardless of whether you submit comments or information that you would like considered on review.

**Exhaustion of Administrative Remedies**

Before commencing legal action to recover benefits, or to enforce or clarify rights, you must exhaust the Plan’s claim procedures.

**Administrative Safeguards**

The Plan uses the claim procedures outlined herein and the review by the Plan Administrator as administrative processes and safeguards to ensure that the Plan’s provisions are correctly and consistently applied.
ADDITIONAL INFORMATION

Assignment of Your Account
Creditors cannot reach your account (by garnishment or other process) while held in trust; nor may you pledge or assign your account while held in trust. The Plan, however, must comply with an IRS levy or court order that assigns part or all of your account to your spouse, former spouse, or dependents if the order is a qualified domestic relations order (QDRO). See the QDRO Procedures section.

Address Update
It is important that you keep the master record keeper informed of your current mailing address.

Beneficiary Update
It is important that you review your beneficiary designation from time to time and update it to reflect any changes.

Fees and Expenses
There are three categories of fees and expenses charged under your account that will impact your retirement savings. They are:

Investment Fees
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, 12b-1 fees, and management fees. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under the Plan.

Plan Administration Fees
Plan administration fees cover the day-to-day expenses of the Plan for record keeping and accounting services, as well as additional services that may be available under the Plan.

Transaction-Based Fees
Transaction-based fees are associated with optional services offered under the Plan and are charged directly to your account if you take advantage of a particular plan feature that may be available (for example, a fee for a distribution).

These fees may change from time to time. You may find more information regarding fees by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits at www.netbenefits.com/atwork.
The Plan permits the Plan Sponsor to determine how to allocate expenses incurred by the Plan. The expenses may be charged:

- In the same amount to the accounts of all participants, beneficiaries, and alternate payees (for example, plan administration).
- In the same percentage over all or certain assets (for example, investment fees).
- In the case of individualized expenses, allocated to an individual participant, beneficiary, or alternate payee (for example, transaction-based fees, such as fees for the review of a domestic relations or other court order).

The Plan Sponsor may change the method of allocating expenses incurred by the Plan. Contact the Plan Administrator if you have any questions regarding the Plan’s payment or allocation of expenses incurred by the Plan.

**Highly Compensated Employee**

An Employee is considered a Highly Compensated Employee if (i) at any time during the current or prior determination year he or she owned, or 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 $120,000 as adjusted, and you are in the top paid group consisting of the top 20% of employees ranked by Compensation.

**QDRO Procedures**

If you are married and you and your spouse obtain a divorce, a court may issue a domestic relations order (QDRO) dividing your retirement benefit. You can obtain, without charge from the Plan Administrator, a copy of the QDRO procedures used to determine whether a domestic relations order is a QDRO. If you are married and intend to obtain a divorce, we recommend that you contact the Plan Administrator for these QDRO procedures and a model QDRO.

**Type of Plan**

The Plan is tax-favored under the Internal Revenue Code. As a result, payments from the Plan may be entitled to special tax treatment. You are encouraged to seek tax advice from an expert. No federal agency, such as the Pension Benefit Guaranty Corporation, or state agency insures the Plan because defined contribution plans are not eligible for such insurance. Your benefits under the Plan are not guaranteed.

**USERRA**

If you leave your employment to serve in the uniformed services and an employer rehires you within a certain time, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides certain rights under the Plan. Contact the Plan Administrator for further information regarding these rights.
PLAN AMENDMENT AND TERMINATION

The Plan Sponsor reserves the right to amend the Plan at any time and for any reason. The Plan Sponsor’s right to amend or terminate the Plan includes, but is not limited to, changes in eligibility requirements, vesting requirements, contributions, investments offered under the Plan, payment options, the ability to make in-service withdrawals and loans, and rules governing the administration of the Plan. If the Plan is amended, you will be subject to all of the changes effective as a result of such amendment, and your rights will be reduced, terminated, altered, or increased in accordance with the amendment as of the effective date of the amendment. If the Plan is terminated, your benefits and rights will be terminated as of the effective date of the termination.

The Plan Sponsor has no legal or contractual obligation to continue the Plan. The Plan Sponsor reserves the right to terminate the Plan at any time and for any reason. In the event the Plan should terminate, each Participant affected by such termination shall be fully vested in his or her account.
ERISA STATEMENT OF RIGHTS

As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (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 or 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, available at the Public Disclosure Room of the Employee Benefits Security Administration.

Upon written request to the Plan Administrator, obtain copies of documents governing the operation of the plan, including insurance contracts, collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and updated summary plan description. The 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 the summary annual report.

Obtain a statement reporting the value of your benefit. This statement must be requested in writing and is not required to be provided more than once every 12 months. Your employer will provide the statement free of charge.

Prudent Actions by Plan 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 and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit 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. 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. After you exhaust the Plan’s claim procedures, if your appeal is denied in whole or in part, you may file suit in a state or 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 is 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 about 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 NW, Washington, DC 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.
## PLAN INFORMATION

<table>
<thead>
<tr>
<th>Plan Sponsor/Employer</th>
<th>Franklin Heating Station 119 Third Street SW Rochester, MN  55902 (507) 266-0440</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Sponsor EIN</td>
<td>41-0264830</td>
</tr>
<tr>
<td>Named Fiduciary</td>
<td>Salary &amp; Benefits Committee Mayo Clinic 200 First Street SW Rochester, MN  55905 (507) 266-0440</td>
</tr>
<tr>
<td>Agent for Service of Legal Process</td>
<td>Mayo Clinic c/o William A. Brown, Assistant Treasurer 200 First Street SW Rochester, MN  55905 (507) 266-0440</td>
</tr>
<tr>
<td>Plan Fiscal Year</td>
<td>January 1 - December 31</td>
</tr>
<tr>
<td>Collectively Bargained Groups</td>
<td>The Plans are maintained in part pursuant to one or more collective bargaining agreements. A copy of any such agreements may be obtained by you upon written request to the Plan Administrator and is available for examination.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Plan</th>
<th>Section 401(k) tax-favored retirement plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Number</td>
<td>003</td>
</tr>
<tr>
<td>Sources of Contributions</td>
<td>This Plan is funded with employee and employer contributions.</td>
</tr>
<tr>
<td>Plan Administrator</td>
<td>Mayo Clinic 200 First Street SW Rochester, MN  55905 (507) 266-0440</td>
</tr>
<tr>
<td>Master Record Keeper</td>
<td>Fidelity Management Trust Company 82 Devonshire Street Boston, MA  02109</td>
</tr>
<tr>
<td>Fund Sponsor (After January 1, 2010, all contributions are made to this fund sponsor.)</td>
<td>Fidelity Management Trust Company 82 Devonshire Street Boston, MA  02109</td>
</tr>
<tr>
<td>Fund Sponsor (Prior to January 1, 2010, contributions were made to this fund sponsor.)</td>
<td>Great West Retirement Services</td>
</tr>
</tbody>
</table>

The term “Employer” includes the Plan Sponsor and the following related employers.

<table>
<thead>
<tr>
<th>Participating Employers as of January 1, 2017</th>
<th>Tax ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin Heating Station</td>
<td>41-0264830</td>
</tr>
</tbody>
</table>
GLOSSARY

The following are some of the terms used in this SPD.

Beneficiary
Your beneficiary is the person or persons (including a trust) that you designate to receive your benefits in the event of your death. You may designate more than one beneficiary. You can obtain a beneficiary form from Fidelity.

Claim
A request for benefits under the Plan filed in accordance with the Plan’s claim procedures.

Compensation
For purposes of computing contributions under the Plan, “compensation” generally means the amount reportable by your employer on your IRS Form W-2 for a Plan Year, excluding: reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, and welfare benefits. Your compensation includes any contributions you make under the Plan and any salary reductions you make under your employer’s cafeteria plan or other similar plan (if any). Federal law limits the amount of compensation that may be taken into account each Plan Year. For example, the maximum amount for the 2017 Plan Year is $270,000 (as adjusted from time to time).

Employee
A person classified by the employer for payroll and personnel purposes as a regular employee, except it shall not include a self-employed individual as described in Section 401(c) of the Internal Revenue Code of 1986. Employee does not include any person classified by the employer as any of the following:

♦ Any individual who is a nonresident alien and receives no earned income from the employer from sources within the United States.
♦ Any individual who performs services for the employer through, and is paid by, a third party (including but not limited to an employee leasing or staffing agency) even if such individual is subsequently determined to be a common law employee of the employer.
♦ Any individual who performs services for the employer pursuant to a contract or agreement (whether verbal or written) which provides that such individual is an independent contractor or consultant, even if such individual is subsequently determined to be a common law employee of the employer.

An employer’s classification is conclusive and binding for purposes of determining benefit eligibility under the Plan. No reclassification of a worker’s status for any reason by a third party, whether by a court, governmental agency, or otherwise, and without regard to whether or not the employer agrees to the reclassification, shall make the worker retroactively or prospectively eligible for benefits. Any uncertainty regarding a worker’s classification will be resolved by excluding that person from eligibility.

Employer
Franklin Heating Station and any subsidiary or affiliated entities recognized by Mayo Clinic as eligible to participate and that agree to participate in the Plan. In this document employer shall mean the participating employers listed in the Plan Administrative Information section.