

# **SUMMARY PLAN DESCRIPTION**

## **CentraCare Health System Retirement Plan**



**10/18/2011**

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## **SUMMARY PLAN DESCRIPTION**

### **CentraCare Health System Retirement Plan**

CentraCare Health System Retirement Plan (the “Plan”) of CentraCare Health System (the “Employer”) was adopted as of July 1, 2000 (the “Effective Date”). The Plan was amended and restated generally effective July 1, 2002, and subsequently amended by four amendments to modify and clarify the contribution allocation formula, provide for the participation in the Plan of other affiliated entities, and comply with applicable law. The Plan was then amended in the form of a restatement to incorporate the Plan amendments into one written statement, which restatement was generally made effective as of July 1, 2006. 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 and it contains a summary of your rights and benefits under the Plan. If you have difficulty understanding any part of this summary plan description, you should contact the Plan Administrator identified in the Basic Plan Information Section of this summary plan description during normal business hours for assistance.

This summary plan description is a brief description of the principal terms of the Plan and the Trust Agreement used with respect to 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. 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 summary plan description 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 summary plan description:

### A. Account

An Account is the aggregate interest of a Participant in the benefits under the Plan and separate Accounts shall be established for each Participant pursuant to the Plan to which nonelective discretionary Employer contributions, rollover contributions, any Source 08-Roll Pension Clinic amounts, any Merger PSP Source 12 amounts and any other amounts or contributions may be credited, and any income, expenses, gains or losses thereon, will be allocated for your benefit under the Plan.

### 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, because of any medically determinable physical or mental impairment, is not able to engage in any substantial gainful activity by reason of such medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Participant shall be determined by a licensed physician approved by the Plan Administrator.

### D. Early Retirement Age

Early Retirement Age for a Participant is the date on which the Participant attains age fifty-five (55) and is one hundred percent (100%) vested in the benefit payable to the Participant under the Plan.

### E. Early Retirement Date

Early Retirement Date for a Participant is the first day of the month coincident with or immediately following the attainment of Early Retirement Age by the Participant.

### F. Employee

The term Employee means any common law employee of the Employer or an affiliated employer, and certain "leased employees".

### G. Employer

The name, address and business telephone number of the Employer, the Plan sponsor and a participating employer, are:

CentraCare Health System  
1406 Sixth Avenue North  
St. Cloud, MN 56303  
320-251-2700 ext. 54612

The Employer's Identification Number is 41-1813221

The following members of a controlled group of corporations of which CentraCare Health System is a member also participate in the CentraCare Health System Retirement Plan:

The Saint Cloud Hospital  
1406 Sixth Avenue North  
St. Cloud, MN 56303

Saint Benedict's Senior Community  
1810 Minnesota Blvd. SE  
St. Cloud, MN 56304

CentraCare Health Services of Melrose  
11 North 5th Avenue West  
Melrose, MN 56352

CentraCare Health Services of Long Prairie  
20 - 9<sup>TH</sup> Street SE  
Long Prairie, MN 56347

CentraCare Clinic  
1200 Sixth Avenue North  
St. Cloud, MN 56303

Central Minnesota Emergency Physicians  
1406 North Sixth Avenue  
St. Cloud, MN 56303

## **H. ERISA**

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), is a federal law which is intended to protect the interests of participants in employee benefit plans and their beneficiaries by requiring disclosure and reporting of information and establishing requirements for employee benefit plans and standards of conduct for fiduciaries of employee benefit plans.

### **I. 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 (5%) of the Employer, or (ii) for the preceding year, he or she received Compensation from the Employer during the prior year in excess of \$80,000, as adjusted for cost-of-living increases in accordance with section 414(q) of the Internal Revenue Code (the amount for 2008 is \$105,000), and if the Employer elects the application of this provision for such preceding year, was in the top-paid group of Employees for such preceding year.

### **J. Hour of Service**

Hour of Service” means:

1. each hour for which the Employee is paid, or entitled to payment, for the performance of duties for the Employer; these hours will be credited to the Employee for the computation period in which the duties are performed;

2. each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether a termination of employment has occurred) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty, or leave of absence; provided, however, that no more than 501 Hours of Service shall be credited under this part (2) to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period);
3. each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer; provided, however, that the same hours of service will not be credited both under parts (1) or (2) above, as the case may be, and under this part (3), and these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made;
4. notwithstanding the preceding, an Hour of Service shall not mean periods during which payments are made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws, or for payments which solely reimburse an Employee for medical or medically related expenses incurred by the Employee;
5. for purposes of this definition, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly or indirectly through, among others, a trust fund or insurer to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate;
6. the Employer may round up hours at the end of a computation period or more frequently so long as a uniform practice is followed with respect to all Employees whom the Employer determines to be similarly situated for compensation, payroll, and record keeping purposes;
7. no Hours of Service are credited for vesting purposes with respect to service with the Employer prior to the date an employee attains age 18;
8. for purposes of this definition, Employer includes any affiliated Employer; Hours of Service will be credited for employment with other members of any affiliated service group (described in section 414(m) of the Internal Revenue Code), controlled group of corporations (described in section 414(b) of the Internal Revenue Code), or group of trades or businesses under common control (under section 414(c) of the Internal Revenue Code) of which the adopting Employer is a member, and any other entity required to be aggregated with the Employer pursuant to section 414(o) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder; Hours of Service will also be credited for service with Allina Health Systems, a predecessor employer;

9. the provisions of Sections 2530.200b-2(b) and (c) of the Department of Labor Regulations are incorporated herein by reference;
10. if an Employee is paid on the basis of a task performed and if no record is kept of the hours worked to complete that task, then with respect to that task, the Employee shall be credited with 45 Hours of Service for each week for which the Employee would be credited with at least one (1) Hour of Service under section 2530.200b-2 of the Department of Labor Regulations; and the provisions of section 2530.200b-3 of Department of Labor Regulations are hereby incorporated by reference.

**K. Non-Highly Compensated Employee**

Any Employee who is not a Highly Compensated Employee.

**L. Normal Retirement Age**

Normal Retirement Age for a Participant is the date on which the Participant attains age sixty-two (62) provided, however, for employees of CentraCare Health Services of Melrose who attained the age of fifty-five (55) on or before January 1, 2003, Normal Retirement Age shall be the date on which such a Participant attains age fifty-five (55).

**M. Normal Retirement Date**

Normal Retirement Date for a Participant is the first day of the month coincident with or immediately following the attainment of Normal Retirement Age by the Participant.

**N. Participant**

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

**O. 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:

CentraCare Health System  
1406 Sixth Avenue North  
St. Cloud, MN 56303  
320-251-2700 ext. 54612

**P. Plan Number**

The Plan Number is 001.

**Q. Plan Qualification**

The Plan is a profit-sharing plan, which is a form of defined contribution plan and is described in section 1.401-1(b)(1)(ii) of the Treasury Regulations. The Plan is intended to constitute a tax-qualified plan under section 401(a) of the Internal Revenue Code.

**R. Plan Sponsor**

The Plan Sponsor is the Employer, CentraCare Health System.



## **S. Plan Year**

The Plan Year is the twelve-month period ending on the last day of June of each year.

## **T. Service of Process**

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

## **U. Trustee**

The named trustee for purposes of the Plan and Trust and section 403 of ERISA is identified below. The duties of the Trustee of the Trust, a qualified trust organized under sections 401(a) and 501(a) of the Internal Revenue Code, regarding the holding, administration and management of the assets are specifically identified in the Trust Agreement, which is used with respect to the Plan document and relates to the assets held in the Trust. The name and address of the Trustee are:

Fidelity Management Trust Company  
82 Devonshire Street  
Boston, MA 02109

# **II. Participation**

The Plan has certain requirements you must meet before you may begin your participation in the Plan. Once you have met the eligibility requirements of the Plan, you will become a participant on the entry date provided under the Plan which applies to you. Eligibility requirements, entry dates and other participation rules are described in this section.

## **A. Eligibility Requirements**

In general, you are eligible to participate in the Plan if you are a “qualified employee” of the Employer and you have completed one “year of service” in an eligibility computation period (that is, a twelve-consecutive month measuring period in which you complete at least one thousand (1,000) Hours of Service) and attained the age of 21. A “qualified employee” for purposes of eligibility to participate in the Plan means an Employee of the Employer, except, however, an Employee who is classified by the Employer as:

1. a non-resident alien who is not receiving earned income (within the meaning of section 911(b) of the Code) from the Employer which constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Code);
2. an employee whose employment is outside of the continental United States (including Alaska) or Hawaii, or employment for which the principal base of operations of the Employee is outside of the continental United States (including Alaska) or Hawaii;
3. an employee whose employment is in a unit of Employees whose terms and conditions of employment are subject to a collective bargaining agreement between the Employer and a union representing that unit of Employees, unless such collective bargaining agreement provides for the inclusion of those Employees in the Plan. For purposes of this part (3) only, such an agreement

shall be deemed to continue after its formal expiration during collective bargaining negotiations pending the execution of a new agreement;

4. an employee who is employed by The St. Cloud Hospital or St. Benedict's Senior Community if such individual participates in the Sisters of the Order of Saint Benedict Retirement Plan;
5. an employee who is employed by CentraCare Health System if such individual participates in the CentraCare Health System Defined Benefit Pension Plan;
6. an employee who: (A) has been provided with the election to participate in a separate qualified defined contribution retirement plan that is established by the Employer and such individual elects to participate in such separate retirement plan in lieu of continuing to participate in this Plan, or (B) participates in a separate retirement plan established for the Employees of an affiliated Employer that has not adopted the Plan; and
7. an employee on an authorized leave of absence that is not subject to the provisions of the Family Medical Leave Act of 1993.

Once you satisfy the eligibility requirements, you will become a Participant in the Plan on the first day of the following month.

## **B. Service**

A "year of service" means a twelve (12) consecutive month measuring period during which you are credited with at least one thousand (1,000) Hours of Service. In determining a "year of service" for eligibility purposes, the twelve (12) consecutive month measuring period is the twelve-consecutive month measuring period beginning on your employment commencement date. If you do not complete one thousand (1,000) Hours of Service during the twelve-consecutive month measuring period beginning on your employment commencement date, the eligibility computation periods for measuring years of service will be based upon Plan Years beginning with the Plan Year which includes the first anniversary of your employment commencement date.

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, in general, the compensation to be taken into account is your total compensation for the Plan Year, including salary, wages, bonuses, commissions, overtime pay, and including elective contributions that are made by you and contributed by your Employer on your behalf to an arrangement or plan pursuant to a salary reduction agreement and which are not includable in gross income pursuant to sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 414(h)(2), or 457(b) of the Internal Revenue Code, and excluding severance pay and reimbursements and other expense allowances, other fringe benefits (cash and non-cash), moving expenses, deferred compensation, and welfare benefits.

The annual compensation that may be taken into account in determining allocations of contributions for a year may not exceed \$200,000, as adjusted for cost-of-living increases

in accordance with section 401(a)(17)(B) of the Internal Revenue Code; the maximum amount for the 2008 year is \$230,000 (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. Nonelective Discretionary Employer Contributions**

Subject to compliance with the coverage and the discrimination requirements of the Plan and sections 401(a)(4) and 410(b) of the Internal Revenue Code, on and after September 1, 2003, the allocation of the contributions made by an Employer among the Participants who are eligible Employees of the Employer shall be, for each Participant, based upon the rate group for which a Participant qualifies, and the percentage of compensation designated for that rate group. Effective as of September 1, 2003, three (3) rate groups will be used for purposes of the allocation formula, with the rate groups determined by the number of years of service actually completed with the Employer. The three (3) rate groups used under the Plan are the following:

<b><u>Rate Group No.</u></b>	<b><u>Years of Service Completed</u></b>
1	1 - 5
2	6 - 10
3	11+

The Employer shall determine the rate group for which each Participant qualifies at the end of each Plan Year based upon the number of years of service actually completed by the Participant with the Employer. The determination by the Employer of the rate group for which a Participant qualifies shall then be effective as of the first day of the first Plan Year immediately following the Plan Year in which the rate group determination is made by the Employer. A “year of service” means a twelve (12) consecutive month measuring period during which an Employee is credited with at least one thousand (1,000) Hours of Service.

Example: Linda, a full-time active employee, began her employment with CentraCare Health System as of July 1, 2000, and completed five (5) years of service as of June 30, 2005. As of June 30, 2005, Linda has completed five (5) years of service for purposes of determining the rate group for which she has qualified. Accordingly, Linda has qualified for rate group number 1 for the Plan Year beginning July 1, 2005, and ending June 30, 2006, for which a non-elective discretionary Employer contribution may be made for that Plan Year.

After completing 1,000 hours of service as a full-time employee during the Plan Year beginning July 1, 2005, and ending June 30, 2006, Linda will have actually completed six (6) years of service as of June 30, 2006. Based upon the number of years of service actually completed as of June 30, 2006, Linda has qualified for rate group number 2 for the Plan Year beginning July 1, 2006, and ending June 30, 2007, for which a non-elective discretionary Employer contribution may be made for that Plan Year.

Except as otherwise provided below, a Participant shall be eligible for an allocation of a discretionary Employer contribution for a Plan Year, based upon the rate group for which the Participant qualifies and the rate group allocation formula, if the Participant has completed at least one thousand (1,000) Hours of Service during that Plan Year with respect to which the discretionary Employer contribution shall be allocated even if the Participant is not employed with the Employer on the last day of such Plan Year.

Notwithstanding the above, an active Participant in the Plan who dies, becomes a Disabled Employee, or retires on or after the Early Retirement Date or Normal Retirement Date of the Participant during the Plan Year with respect to which a discretionary Employer contribution shall be allocated shall not be required either to be employed with the Employer on the last day of that Plan Year, or to complete one thousand (1,000) Hours of Service during that Plan Year for purposes of an allocation of a discretionary Employer contribution; provided, however, that, on an annualized basis, the Participant would have completed at least one thousand (1,000) Hours of Service during that Plan Year.

The amount allocated to the Account of each Participant is based upon the allocation of the discretionary Employer contribution to each respective rate group, the rate group for which the Participant has qualified, and the designated percentage of the annual compensation of the Participant.

Notwithstanding the above but subject to compliance with the coverage and the discrimination requirements of the Plan and sections 401(a)(4) and 410(b) of the Internal Revenue Code, in the event CentraCare Clinic, an affiliated employer of CentraCare Health System participating in the Plan, elects to make a discretionary Employer contribution pursuant to this Plan, the discretionary Employer contribution will be allocated, based upon the highest rate group, to the Accounts of those eligible Participants who are employees of CentraCare Clinic participating in the Plan, who are eligible for an allocation of a discretionary Employer contribution and who are included in one of the following categories of employees: (i) employees who were participants in the CentraCare Clinic Profit Sharing Plan as of June 30, 2003, (ii) employees who are licensed physicians, and (iii) employees who are in an administrator position.

Notwithstanding the above but subject to compliance with the coverage and the discrimination requirements of the Plan and sections 401(a)(4) and 410(b) of the Internal Revenue Code, in the event The Saint Cloud Hospital, an affiliated employer of CentraCare Health System participating in the Plan, elects to make a discretionary Employer contribution pursuant to this Plan, the discretionary Employer contribution will be allocated, based upon the highest rate group, to the Accounts of those eligible Participants who are employees of The Saint Cloud Hospital participating in the Plan, who are eligible for an allocation of a discretionary Employer contribution and who are licensed physicians whose principal place of practice is located at either the Riverside Campus (6<sup>th</sup> Avenue North, Saint Cloud), or the Health Plaza (1900 CentraCare Circle, Saint Cloud).

Notwithstanding the above but subject to compliance with the coverage and the discrimination requirements of the Plan and sections 401(a)(4) and 410(b) of the Internal Revenue Code, in the event Central Minnesota Emergency Physicians, an affiliated employer of CentraCare Health System participating in the Plan, elects to make a discretionary Employer contribution pursuant to this Plan, the discretionary Employer

contribution will be allocated, based upon the highest rate group, to the Accounts of those eligible Participants who are employees of Central Minnesota Emergency Physicians participating in the Plan and who are eligible for an allocation of a discretionary Employer contribution.

## **B. Rollover Contributions and Transfers**

Rollovers are transfers of cash or property from a retirement plan to a participant and then from the participant to another retirement plan or direct transfers at the election of a participant which are treated like a rollover. Transfers are tax-free transfers of cash or property directly from one retirement plan to another retirement plan at the direction of plan fiduciaries. Rollovers under the Plan are permitted. You may roll over contributions from another qualified retirement plan or an eligible individual retirement plan to the Plan. The rollover contributions will be held in a separate Account for rollover contributions. You may make rollover contributions to the Plan regardless of whether you have met the eligibility requirements to participate in the Plan.

If you have questions about rollover contributions, please contact the Plan Administrator.

## **IV. Investments**

The assets of the Plan are held in a trust fund which is maintained by the Trustee of the Trust. The assets of the trust fund are then invested so as to attempt to increase the assets of the Plan for the benefit of the Participants. Your assets in the trust fund are maintained in an individual Account so that it can be determined how much you or your beneficiary will be entitled to receive.

The Plan Administrator is responsible for selecting the investment options to be established for the investment of the Plan assets. Each of the investment options from which you may select has different financial goals. You have the opportunity to invest your Accounts in the various investment options available under the Plan.

### **A. ERISA §404(c)**

The Plan is intended to qualify as a participant-directed plan under section 404(c) of ERISA and section 2550.404c-1 of the U.S. Department of Labor Regulations. This means that you (and not any Plan fiduciary) will be responsible for your investment decisions under the Plan, including the right to vote any mutual fund proxy based on the number of shares of the mutual fund credited to your Account. And, no person, entity or company that is otherwise a fiduciary, including the Trustee and the Plan Sponsor, shall be liable for any loss, or by reason of any breach, which results from your exercise of control over assets in your account.

To assist you in making your investment selections, you will be provided with the following information:

1. a description of the investment funds;
2. a description of the objectives, risk, and return characteristics of the funds, including the assets comprising the funds (found in the prospectus);
3. information identifying the investment manager of each fund;

4. an explanation of how you may give investment instructions and the limitations on the instructions that you may give;
5. an explanation of the transaction fees and expenses, if any, you will be charged in connection with the purchase or sale of funds (e.g., commissions, sales loads, deferred sales charges, redemption or exchange fees); and
6. the name, address and telephone 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.

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

1. a description of the annual operating expenses of each investment fund (e.g., investment management fees, administrative fees, transaction costs) which reduces your rate of return;
2. copies of any prospectuses, financial statements and reports, and of any other materials relating to the funds to the extent such information is provided to the Plan (you may also request a copy of the prospectuses by calling 1-800-343-0860 or by accessing Fidelity NetBenefits<sup>sm</sup> at <http://www.fidelity.com/atwork>);
3. a list of the assets comprising each investment fund;
4. information concerning the current value of the funds, as well as their past and current investment performance; and
5. information concerning the value of the investment fund shares or units held in your Account.

You should monitor your Account on a regular basis. Doing so allows you to monitor changes in the funds and to verify that your account is properly invested. In particular, you should review your Account after you change your investment elections. **Remember**, you are responsible for selecting your investments and monitoring them to achieve your retirement goals, and the fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by you.

## **B. Investments**

Your Account under the Plan will be invested through Fidelity Investments. These investment options have been selected by the Plan Administrator. You may direct the investments in your Account among the available investment options. Each of the investment options has different financial goals from which you may choose. You may elect to invest and reinvest amounts allocated to your accounts at any time.

You may transfer funds already allocated to your accounts to other available investment options at any time by calling Fidelity Investments at 1-800-343-0860 or by accessing Fidelity NetBenefits<sup>sm</sup> at <http://www.fidelity.com/atwork>. 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 opening price of the next business day. Your directions will be with respect to any investments or investment funds permitted under the Trust agreement.



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<sup>sm</sup> at <http://www.fidelity.com/atwork>.

The prospectus of each mutual fund available under the Plan from time to time can be obtained by calling Fidelity at 1-800-343-0860 or by accessing Fidelity NetBenefits<sup>sm</sup> at <http://www.fidelity.com/atwork>. 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.

The investment options will be reviewed and monitored in accordance with the Investment Policy for the Plan, a copy of which has been attached as Appendix A and is made a part hereof and incorporated herein for your convenience and consideration.

### **C. Statement of Account**

Your Account under the Plan will be updated each business day to reflect any investment earnings or losses with respect to each investment option in which the amounts allocated to your Account are invested. The value of your Account at any time depends on the amount of contributions, the investment performance of the Trust fund, and any distributions or withdrawals made to you from the Trust fund. A quarterly statement disclosing the value of your Account will be mailed to you generally within 20 days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).

## **V. Vesting**

Vesting is the process by which the amounts allocated to your Accounts become “nonforfeitable.” You are vested in an amount when it becomes nonforfeitable. The term “vesting” refers to your nonforfeitable right to the contributions allocated to your Accounts. When you are 100% vested in your Accounts, the balance of the amounts allocated to your Accounts is nonforfeitable. For “vesting purposes, a “year of service” means a twelve (12) consecutive month measuring period during which an Employee is credited with at least one thousand (1,000) Hours of Service, subject to the following:

1. a “year of service” shall be disregarded for vesting purposes if: such “year of service” was completed prior to the attainment of age eighteen (18) by the Employee; or (A) the Employee has one or more “1-year breaks in service” and the number of consecutive “1-year breaks in service” equals or exceeds the greater of five (5) or the aggregate number of the “years of service” of the Employee before the break; and (B) the Employee had no vested benefit at the time the Employee incurred the first “1-year break in service.” For purposes of this part (1), the aggregate number of “years of service” shall not include any “years of service” required to be disregarded by reason of any prior break in service;

2. “years of service” for vesting purposes shall include those “years of service” in the employment of an Employer affiliated with the CentraCare Health System as determined under section 414 of the Internal Revenue Code.

Except as otherwise provided in this “vesting” section, prior to July 1, 2007, each Participant shall be vested and have a nonforfeitable right in the discretionary Employer contributions allocated to the discretionary Employer contribution Account of the Participant based upon the completion of the “years of service” as required in accordance with the following five (5) year cliff vesting schedule:

<u>Years of Vesting Service</u>	<u>Nonforfeitable Percentage</u>
0	0%
1	0%
2	0%
3	0%
4	0%
5	100%

Except as otherwise provided in this “vesting” section, effective as of July 1, 2007, each Participant who completes an Hour of Service on or after July 1, 2007, shall be vested and have a nonforfeitable right in the discretionary Employer contributions allocated to the discretionary Employer contribution Account of the Participant based upon the completion of the “years of service” as required in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Nonforfeitable Percentage</u>
0	0%
1	0%
2	0%
3	100%

Participants who do not complete an Hour of Service on or after July 1, 2007, shall continue to be vested and have a nonforfeitable right in the discretionary Employer contributions allocated to the discretionary Employer contribution Account of the Participant according to the five (5) year cliff vesting schedule described above, unless otherwise provided for in this “vesting” section.

Notwithstanding any other vested benefit schedule in this “vesting” section, each Employee of CentraCare Health Services of Melrose who was a participant in the CentraCare Health Services of Melrose Retirement Plan as of June 30, 2003, shall be vested and have a nonforfeitable right in the discretionary Employer contributions allocated to the discretionary Employer contribution Account based upon the completion of the years of vesting service as required in accordance with the following three (3) year cliff vesting schedule:

<u>Years of Vesting Service</u>	<u>Nonforfeitable Percentage</u>
0	0%
1	0%
2	0%
3	100%



Notwithstanding any other vested benefit schedule in this “vesting” section, each Employee of CentraCare Clinic who was a participant in the CentraCare Clinic Profit Sharing Plan as of June 30, 2003, shall be one hundred percent (100%) vested and have a nonforfeitable right in the discretionary Employer contributions allocated to the discretionary Employer contribution Account of the Participant.

Notwithstanding any other vested benefit schedule in this “vesting” section, each Participant shall be one hundred percent (100%) vested and have a nonforfeitable right in the discretionary Employer contributions allocated to the discretionary Employer contribution Account of the Participant upon the attainment of the Normal Retirement Age or the Early Retirement Age by the Participant.

Notwithstanding any other vested benefit schedule in this “vesting” section, each Participant shall be one hundred percent (100%) vested and have a nonforfeitable right in the discretionary Employer contributions allocated to the discretionary Employer contribution Account of the Participant in the event of the death of the Participant or the Participant becoming a Disabled Employee.

Each Participant shall be one hundred percent (100%) vested and have a nonforfeitable right in any rollover contributions allocated to the rollover contribution Account of the Participant at all times.

#### **A. Forfeiture and Re-employment**

If you terminate your employment with the Employer and the discretionary Employer contributions allocated to your Account under the Plan are less than 100% vested, then the non-vested portion of such allocated contributions shall be subject to forfeiture. A forfeiture of the non-vested portion of your Account will occur in the Plan Year that you receive a distribution of the entire vested amount allocated to your Account under the Plan in a “cash-out” distribution, or, if you do not receive a “cash-out” distribution, after five (5) consecutive one-year breaks in vesting service, as described further below.

Forfeited discretionary Employer contributions will be applied to reduce any future discretionary Employer contributions that may be made by the Employer.

#### **B. Break in Vesting Service**

A one-year break in vesting service occurs if you fail to complete more than five hundred (500) Hours of Service during a Plan Year. If you are absent from work due to maternity or paternity reasons, then special rules will apply to prevent a break in service. Special rules also apply if you are absent from work because of “FMLA leave.” 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 the vested interest in discretionary Employer contributions allocated to the account of a Participant in this Plan.

If you were a Participant in the Plan 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 (5) 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 (5) 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.

Please contact the Plan Administrator for further details if these rules may apply to you.

## **VI. Participant Loans**

Loans are not available under the terms of the Plan.

## **VII. Distribution of Benefits**

The distribution of amounts allocated to your Accounts under the Plan will be determined in accordance with the rules and requirements of this section.

### **A. Eligibility For Benefits**

In general, if you terminate service and the value of your vested benefit attributable to discretionary Employer contributions under the Plan is \$1,000 or less, then the benefit will be distributable to you or your beneficiary within 90 days after the date of the termination of employment without your consent or the consent of your beneficiary. If your vested Account balance is more than \$1,000 when you terminate service, you must consent to a distribution before any distribution is made, unless a distribution is otherwise required to be made. The balance in your rollover contribution Account will be considered when determining your vested Account balance for this purpose.

If you wish to receive a distribution of the vested amount allocated to your Accounts as of a date pursuant to which your benefits are distributable under the Plan, your vested benefit will be distributed to you as soon as reasonably practicable following the date your application for distribution is received by the Plan Administrator. If you do not consent to a distribution, your benefit will remain in the Trust under the Plan until your required beginning date, which is discussed later in this Section VII.

The value of the balance of amounts allocated to your Accounts will be adjusted for earnings or losses based upon the investment of the assets allocated to your Accounts until distribution.

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<sup>sm</sup> at <http://www.fidelity.com/atwork> or calling Fidelity at 1-800-343-0860 or by contacting the Plan Administrator. You must complete, sign, and date the appropriate form and return it to the Plan Administrator if you want a distribution from the Plan. The Plan Administrator will review it for completeness and accuracy, and if approved, forward it to the Trustee for processing on the next available processing date. You will be notified by the Plan Administrator if the form is not approved.

## **B. Benefits Under the Plan**

1. Normal Retirement Date. When you reach your Normal Retirement Age, the discretionary Employer contributions allocated to your Account will become one hundred percent (100%) vested.
2. Early Retirement Date. The Early Retirement Date is the first day of the month coincident with or immediately following the attainment of your Early Retirement Age.
3. 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.
4. Disability Retirement Benefit. If you become a Disabled Employee while you are a Participant in the Plan and you terminate your Employment with the Employer, you are eligible to receive a distribution of your vested Account balance.
5. Death Benefit. If you die before distribution of your Plan benefit has begun, distributions must either: (i) be made in their entirety within five (5) years after your death, or (ii) be made over a period not extending beyond the life expectancy of the beneficiary. If you die after payment of your benefits has begun, but before distribution has been completed, the remaining amount of your benefit will be distributed at least as rapidly as under the method of distribution under which you were receiving your benefits.

If you die before you have received distribution of your Account under the Plan, your Account will be distributed to your beneficiary. If you are married and unless you select a different beneficiary, your spouse will be your beneficiary. If you are not married or if you prefer to designate a beneficiary other than your spouse (and your spouse consents), you may name your beneficiary on a designation of beneficiary form provided by your Employer. Your designation of a beneficiary other than your spouse must be made by you with the consent of your spouse, which must acknowledge the effect of the election, witnessed by a notary public or the Plan Administrator on the designation of beneficiary form provided by the Employer. The specific nonspouse beneficiary who will receive the benefit must be stated in the form.

In general, you may waive the spousal benefit, which is the vested Account balance on your date of death, at any time, provided that no such waiver will be effective unless the spouse has consented to the waiver. The spouse may consent to a waiver of the spousal benefit at any time. No spousal consent is required for a payment to you.

If you are not married, you may designate your beneficiary at any time on the designation of beneficiary form provided by the Employer. If you marry at a later date, that designation will cease to be effective.

6. Section 401(a)(9) of the Internal Revenue Code. In general, you are required to begin to receive minimum distributions under the Plan in accordance with the distribution rules of section 401(a)(9) of the Internal Revenue Code and the regulations issued by the Internal Revenue Service with respect to the

application of section 401(a)(9). In general, you must begin to receive minimum distributions no later than the April 1 of the calendar year following the later of: (i) the calendar year in which you attain age 70½, or (ii) the calendar year in which you retire. This distribution date is known as your “required beginning date”. You must then continue to receive minimum distributions from your Account each year from the Plan. The amount of your minimum distributions is based on several factors, and you should contact your Plan Administrator for more details.

### **C. Forms of Benefits Under the Plan**

These distribution options are available under the Plan:

1. **Lump Sum Distributions.** A vested benefit payable under the Plan may be paid in the form of a single lump sum cash payment. If you select this option, your vested Account balance will be paid to you as a single cash distribution. As explained earlier, if your vested Account balance is greater than \$1,000, you must consent in writing to this distribution. In addition, if you are married, the written consent of your spouse may be required if any of the assets allocated to your Account are attributable to assets transferred from another plan or the assets allocated to your Account have retained a protected form of benefit. Please contact the Plan Administrator for further details.
2. **Installment Distributions.** A vested benefit payable under the Plan may be paid in substantially equal annual (or more frequent) installment payments over a fixed period not to exceed the life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and the designated beneficiary, subject to the minimum distribution requirements of section 401(a)(9) of the Internal Revenue Code, and the applicable regulations thereunder, and the immediately distributable benefit requirements of section 411(a)(11) of the Internal Revenue Code, and the applicable regulations thereunder. You must consent in writing to this distribution. In addition, if you are married, the written consent of your spouse may be required if any of the Plan assets allocated to your Account are attributable to assets transferred from another plan or the assets allocated to your Account have retained a protected form of benefit. Please contact the Plan Administrator for further details.
3. **Joint and Survivor Benefits for Certain Employees of CentraCare Clinic.** If you were an employee of the CentraCare Clinic and were a participant in the CentraCare Clinic pension plan as of June 30, 2003, to the extent that the amount allocated to your account under that plan is now identified as Source 08-Roll Pension Clinic under this Plan, the normal form of benefit is a life annuity if you are not married and for a married participant the normal form of benefit is a joint and 50% survivor annuity. If you are married as of the date on which your benefit is required to be distributed under this Plan, then, unless you have elected payments in another optional form, and your spouse has consented to such election, your benefit will be paid in the form of a joint and 50% survivor benefit. This means that you will not receive a lump sum or installment payment, but a monthly annuity payment will be provided to you for the duration of your life and your spouse will receive 50% of your monthly

payment for the remainder of his/her life after your death. Within a reasonable period of time before you are to receive benefits, the Plan Administrator will provide you with a written explanation of the terms and conditions of the joint and 50% survivor benefits and you will be given an opportunity to choose one of the option payments. The election not to take the joint and survivor benefit is not effective unless your spouse gives written consent which is witnessed by a Plan representative or a notary public and acknowledges the effect of such election.

- (a) No more than one hundred eighty (180) days and no less than thirty (30) days before benefits are scheduled to commence to a Participant, such Participant must be furnished with a written explanation of the following items:
  - (i) the terms and conditions of the qualified joint and survivor annuity;
  - (ii) the right of the Participant to make, and the effect of an election to waive, the qualified joint and survivor annuity form of benefit;
  - (iii) the right of the spouse of the Participant regarding the requirement that such spouse consent in writing to any election to waive the qualified joint and survivor annuity form of benefit; and
  - (iv) the right to make, and the effect of, a revocation of an election to waive the qualified joint and survivor annuity form of benefit.
- (b) If a Participant makes an election to waive the qualified joint and survivor annuity form of benefit within the one hundred eighty (180) day period ending on the date benefits are scheduled to commence to the Participant, such election will take effect only if:
  - (i) the spouse of the Participant consents in writing to such election, and the consent of the spouse acknowledges the effect of such election and is witnessed by a Plan representative or a notary public; or
  - (ii) it is established to the satisfaction of the Plan Administrator that the consent of the spouse may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may prescribe.

The election made by the Participant and consented to by the spouse of such Participant may be revoked by the Participant in writing without the consent of the spouse at any time during the election period. A revocation of a prior election shall cause the benefits of the Participant to be distributed as a qualified joint and survivor annuity. The number of revocations shall not be limited. Any new election must comply with the

requirements of this part (b). A waiver of a former spouse shall not be binding on a new spouse.

#### **D. Eligible Rollover Distributions**

1. Direct Rollover Distribution. Notwithstanding any provision of the plan to the contrary that would otherwise limit a “distributee’s” election under this paragraph, a “distributee” may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an “eligible rollover distribution” that is equal to at least \$500 paid directly to an “eligible retirement plan” specified by the “distributee” in a “direct rollover.”

For purposes of this paragraph, the following definitions apply:

- (a) An “eligible rollover distribution” means any distribution described in section 402(c)(4) of the Internal Revenue Code and generally includes any distribution of all or any portion of the balance to the credit of the distributee, except that an “eligible rollover distribution” does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the “distributee” or the joint lives (or joint life expectancies) of the “distributee” and the “distributee’s” designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); any hardship distribution described in section 401(k)(2)(B)(i)(IV) of the Internal Revenue Code; and any other distribution reasonably expected to total less than \$200 during a year. For purposes of the direct rollover provisions of the plan, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.
- (b) An “eligible retirement plan” is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, or a qualified plan described in section 401(a) of the Internal Revenue Code, that accepts the “distributee’s” “eligible rollover distribution.” However, in the case of an “eligible rollover distribution” to the surviving spouse, an “eligible retirement plan” is an individual retirement account or individual retirement annuity. An eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Internal Revenue Code and an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into



such plan from this plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Internal Revenue Code.

- (c) A “distributee” includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code, are distributees with regard to the interest of the spouse or former spouse.
- (d) A “direct rollover” is a payment by the Plan to the “eligible retirement plan” specified by the “distributee.”

For purposes of the direct rollover provisions of the plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 409(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- 2. **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 eligible retirement plan, your new employer’s plan (if it accepts rollover contributions). Any cash distribution you receive will be subject to federal income tax withholding rules.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an eligible retirement Plan. A ten percent (10%) IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an eligible retirement plan. The twenty percent (20%) federal income tax withheld under this section may not cover your entire income tax liability. Consult with your tax advisor for further details.

- 3. **Tax Withholding in Distributions.** Subject to certain limited exceptions, the Plan Administrator (or payor) is required to withhold twenty percent (20%) of your distribution for federal income tax purposes unless you elect to have the distribution transferred to an eligible retirement plan or an individual retirement account (“IRA”) (that transfer is called a “direct rollover”).

If your distribution is an eligible rollover distribution and you choose not to do a direct rollover of your distribution to another eligible retirement plan or to an IRA, you will receive no more than eighty percent (80%) of your payment because the Plan Administrator (or payor) is required to withhold twenty percent (20%) of the payment and send it to the Internal Revenue

Service (“IRS”) to be credited as income tax withholding against your taxes. State income tax withholding may also be required. If you plan to roll over your distribution, and you take the distribution subject to withholding (and therefore receive only eighty percent (80%) of the total distribution), you will need to obtain the remaining twenty percent (20%) from another source in order to have the full amount available to roll over.

Example: If you are eligible to receive a distribution from your Account equal to \$10,000, and you choose to have it paid to you, you will receive \$8,000, and \$2,000 will be sent to the IRS as income tax withholding. Within sixty (60) days after receiving the \$8,000, you may roll over the entire \$10,000 to an IRA or an eligible employer plan. To do this, you roll over the \$8,000 you received from the Plan, and you will have to find \$2,000 from other sources (e.g., your savings, a loan). In this case, the entire \$10,000 is not taxed until you take it out of the IRA or the eligible employer plan. If you roll over the entire \$10,000, when you file your income tax return you may get a refund of part or all of the \$2,000 withheld. If, on the other hand, you roll over only \$8,000, the \$2,000 you did not roll over is taxed in the year it was withheld. When you file your income tax return, you may get a refund of part of the \$2,000 withheld. (However, any refund is likely to be larger if you roll over the entire \$10,000.)

## **VIII. In-Service Withdrawals**

Subject to limits described in this section and if certain conditions and qualification requirements are met, a withdrawal of an amount allocated to your Account under the Plan may be available while still an employee.

### **A. Hardship Withdrawals**

Hardship withdrawals are not available under the terms of the Plan.

### **B. Withdrawal of Rollover Contributions**

You may withdraw rollover contributions allocated to your rollover Account at any time. You may request the appropriate withdrawal form by accessing Fidelity NetBenefits<sup>sm</sup> at <http://www.fidelity.com/atwork> or calling Fidelity at 1-800-343-0860, or by contacting the Plan Administrator.

If you are married, the consent of your spouse may be required if any of the assets in your Account are attributable to assets transferred from another plan or the assets allocated to your Account have retained a protected form of benefit. Please contact the Plan Administrator for further details.

### **C. Availability of In-Service Distributions.**

Except as otherwise provided herein and in this summary plan description, a Participant shall not be permitted to receive a distribution from this Plan prior to attaining Normal Retirement Age or termination of employment. Notwithstanding this provision, an employee of CentraCare Clinic who is an eligible Participant in this Plan and who was a



participant in the CentraCare Clinic Plan and who has attained age 55, may receive an in-service distribution of an amount that does not exceed the balance of the vested amount credited to the account of that participant as of March 1, 2004, and that is attributable to amounts determined under “Merger PSP, Source 12.”

#### **D. Age 59½ Withdrawals.**

An eligible Participant who is an employee of the Employer and who has attained the age of 59½ may, upon request, withdraw all or any portion of his or her vested Account.

#### **E. 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 eligible retirement plan will be subject to twenty percent (20%) federal income tax withholding and any applicable state income tax withholding. Subject to certain limited exceptions, the Plan Administrator (or payor) is required to withhold twenty percent (20%) of your distribution for federal income tax purposes unless you elect to have the distribution transferred to an eligible retirement plan or individual retirement arrangement (that transfer is called a “direct rollover”).

A taxable distribution made under the Plan to you, as discussed earlier, is subject to tax and includable in your gross income at the time received. In addition, a distribution may be subject to an additional ten percent (10%) penalty tax except for any portion of the distribution:

1. paid on or after age 59½ (after age 55 if you terminate service);
2. paid on account of death or disability;
3. rolled over to another eligible retirement plan; or
4. paid on account of a qualified domestic relations order.

Other exceptions may also apply under the law and if you have any questions regarding your distribution, you may consult the Plan Administrator.

The amount of any withdrawal will be withdrawn from available investment options in the order established by the Employer. Please consult the Plan Administrator for more information if these rules may apply to you.

## **IX. Miscellaneous Information**

If at any time you have specific questions about the Plan, please raise your questions with the Plan Administrator, whose address and telephone number appear in this summary plan description. You may also examine the Plan document at a reasonable time by making arrangements with the Plan Administrator. General information regarding the Plan and your Accounts appear in this section.

#### **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. A copy of the QDRO procedures has been attached as Appendix B and is made a part hereof and incorporated herein by reference.

## **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 participants’ accounts must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, the vested account balances of Plan Participants 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 and 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 discretionary Employer contributions. If you have three (3) 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 discretionary Employer contributions allocated 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 vesting schedule provided under the Plan that is applicable to you is amended.

## **E. Plan Termination**

Although the Employer now intends the Plan to be permanent, you should know that there are circumstances in which the Employer may determine to terminate the Plan. Those circumstances might be: (i) a change in ownership of the Employer by merger, sale or transfer of assets, (ii) liquidation or dissolution, (iii) adverse business conditions, (iv) adoption of a new plan, or (v) the complete discontinuance of contributions under the Plan by the Employer.

It is also possible for the Internal Revenue Service to determine that a “partial termination” of the Plan has occurred. The determination would be based on facts and circumstances such as: (i) the exclusion (by Plan amendment or by severance of employment) of a large group of Plan Participants, or (ii) a Plan amendment which adversely affects the rights of the Participants to vest in Plan benefits.

Should the Plan be terminated by a vote of the Board of Directors of the Employer, it is then closed officially. If the termination occurs and the Employer does not establish a comparable plan, your account will become fully vested (your account would also

become fully vested if it is affected by a partial termination). Upon termination of the Plan, the Trustee shall: (i) continue the Plan administration and pay out account balances under the usual provisions until the Trust fund has been liquidated, (ii) distribute all the assets (after paying any administration expenses) of the Trust fund to members in portion to their accounts, or (iii) transfer a Participant's account balance to a successor plan in which the Participant will participate.

#### **F. USERRA Rights**

If you leave your employment to serve in the uniformed services and a participating employer rehires you within a certain time, the Uniformed Services Employment and Reemployment Rights Act provides you certain rights under the Plan. Please contact the Plan Administrator for further information regarding these rights.

#### **G. Interpretation of Plan**

The Plan Administrator has the sole power and discretionary authority to interpret and 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 interpretations, determinations and conclusions of the Plan Administrator shall be binding on all Participants, employees, former employees, and Beneficiaries.

#### **H. 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.

### **X. Internal Revenue Service Tests**

#### **A. Top-Heavy Rules**

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 other 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:

- \$40,000 (or such amount as may be prescribed by the Secretary of the Treasury);  
or

- one hundred percent (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 does occur then excess contributions allocated to 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.

## **XI. Participant Rights**

### **A. Claims Procedures for Claims Under the Plan**

If you believe you are entitled to a benefit, or you disagree with a decision regarding your benefit under the Plan, you may submit a claim for benefits in writing to the claims reviewer (a person or persons selected by the Plan Administrator to handle Plan employee benefit matters). The basis and amount of the claim must be specified. If you do not file a claim or follow the claims procedures, you may give up your legal rights under the Plan.

You must file a written claim with the claim reviewer, including the facts and arguments that you want considered during the claims procedure.

Within ninety (90) days of the date the claims reviewer receives your claim, you will receive a written notice of the decision or a notice describing the need for additional time (up to ninety (90) additional days) to reach a decision. If the claims reviewer 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 claims reviewer denies your claim, in whole or in part, you will receive a notice specifying the reasons, the Plan provisions on which the denial 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 it will also explain your right to request a review.

If your claim is denied, you may request a review of your claim by the Plan Administrator. The Plan Administrator must receive actual delivery of your written request for review within sixty (60) days after the date you receive notice that your claim was denied. Your request must include issues 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 receive free of charge reasonable access to and copies of the relevant documents, records, and information used in the claims process.

Within sixty (60) days after the date the Plan Administrator receives your request, you will receive a written notice of the decision or a notice describing the need for additional time (up to sixty (60) additional days) to reach a decision. If the Plan Administrator notifies you that it needs additional time, 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 the denial is based, notice that upon request you are entitled to receive 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.

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

The following is important information that you should consider when filing for a claim or a review of a claim.

In General. The Plan Administrator will make all decisions on claims and review of claims. The Plan Administrator has the sole discretion, authority, and responsibility to decide all factual and legal questions under the Plan. This includes interpreting and construing the Plan and any ambiguous or unclear terms, and 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 review of your claim begins to run on the date the Plan Administrator receives your written claim. Similarly, if you file a timely request for review, the review period begins to run 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 to be considered on review.

Exhaustion of Administrative Remedies. Before commencing legal action to recover benefits, or to enforce or clarify rights, you must completely exhaust the Plan's claim and review procedures. If you file your claim within the required time, complete the entire claims procedure, and the Plan Administrator denies your claim after you request a review, you may sue over your claim (unless you have executed a release on your claim).

Administrative Safeguards. The Plan uses the claims 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.

Claims Based on Disability. In general, the foregoing rules that apply to claims for benefits and review of claims also apply to claims for benefits and the review of claims for benefits based on disability. However, the processing of claims for benefits based on

disability must occur sooner. Certain different time frames and rules that apply to claims for benefits based on disability are discussed below.

- **Filing a Claim.** The time period for responding to your claim is shortened from ninety (90) days to forty-five (45) days. The time by which the Plan Administrator will respond may be extended by thirty (30) days and then an additional thirty (30) days.
- **Filing a Request for Review.** You must file your request for review within one hundred eighty (180) days after the date that you received notice that your claim had been denied. The time period for responding to your claim is shortened from sixty (60) days to forty-five (45) days. The time to respond may be extended by forty-five (45) days.
- **In General.** As noted, special rules and time periods apply to claims for benefits that are based on a disability. If your claim for benefits relates to a disability, you should contact the Plan Administrator.
- **Right to Information.** If an internal rule, guideline, protocol or similar criterion was relied on in deciding your claim or request for review, you have the right to request such information free of charge, and the denial notice will contain a statement informing you of this right

## **B. 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.
- 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.

## **XII. Services and Fees**

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 Brokerage Link.

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



## APPENDIX A

### INVESTMENT POLICY

#### **Plan Information**

Plan Name: CentraCare Health System Retirement Plan  
Plan Sponsor: CentraCare Health System  
Plan Type: Defined Contribution Plan  
Plan Trustee: Fidelity Management Trust Company

#### **Administrative Committee**

The CentraCare Health System Retirement Plan Advisory Committee (the “Committee”) has been established to advise the Executive Committee of the Board of Directors of CentraCare Health System (“Board of Directors”) with respect to the investment of assets of the CentraCare Health System Retirement Plan (the “Plan”). The members of the Committee are appointed by the Board of Directors. The Committee shall:

- Advise the Executive Committee of the Board of Directors regarding the investment of assets of the Plan to further the purposes of the Plan and the funding of the Plan;
- Advise the Executive Committee of the Board of Directors regarding investment options or funds that may be selected and made available under the Plan;
- Advise the Executive Committee of the Board of Directors regarding changes or modifications of investment options or funds;
- Advise the Executive Committee of the Board of Directors regarding changes or modifications to the Investment Policy Statement; and
- Advise the Executive Committee of the Board of Directors regarding the appointment of an investment manager or managers for purposes of the investment of the assets of the Plan.

Unless otherwise delegated to the Executive Committee, the Board of Directors shall have the authority and responsibility to select the trustee of the trust, manage the Plan assets held in the trust, establish the guidelines or general instructions concerning various types or categories of investment management decisions, determine the investment options and funds to be made available, appoint an investment manager or managers, and determine any conditions that may apply with respect to that appointment.

#### **Trustee**

The trustee of the trust, described in section 501(a) of the Internal Revenue Code and used with respect to the Plan, is charged with the responsibility of safekeeping of the assets, and the collection and disbursement of the assets of the Plan and providing periodic accounting statements. The trustee for the trust used with respect to the Plan is Fidelity Management Trust Company.

#### **Plan Purpose**

CentraCare Health System sponsors the Plan for the benefit of eligible employees and eligible employees of certain affiliated entities and the beneficiaries of those employees. The Plan is a participant-directed defined contribution employee benefit plan that is

intended to satisfy the requirements of section 401(a) of the Internal Revenue Code. It is further the intent of CentraCare Health System to comply with the requirements of section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). To the extent it is acting as a fiduciary, CentraCare Health System intends to discharge its duties with regard to the Plan solely in the interest of the Plan participants and their beneficiaries and for the exclusive purpose of providing benefits to participants and their beneficiaries, and defraying the reasonable expenses of administering the Plan.

Under section 404(c) of ERISA, it is the responsibility of CentraCare Health System to provide a Plan participant with a suitable range of investment options and investment funds with varying degrees of risk and reward potential – allowing each Plan participant to construct an individual investment portfolio and to invest according to varying risk tolerances to meet the unique retirement saving needs and financial goals of the participant. However, the Plan participant ultimately assumes the risk and the reward that may result from the investment decisions made by the participant. It is intended that no other person who is a fiduciary with respect to the Plan will be liable for any loss, or with respect to any breach of Part 4 of Title I of ERISA, that is the direct and necessary result of investment decisions made by and instructions provided by a Plan participant. A participant may choose the investment options for the Plan contributions from among those available under the Plan, and may change the selection of the investment options as often as permitted under the Plan and as reflected in the summary plan description for the Plan.

### **Purpose of the Statement**

The purpose of this Investment Policy Statement is to establish the investment policy for the provision of investment options for the Plan. It is the intention of the Committee that the assets of the Plan shall be maintained in compliance with all applicable laws governing the operation of the Plan, including the Internal Revenue Code and ERISA. It is intended that the Plan be administered in a manner to comply with the requirement of prudent trust administration, the duty to diversify trust investments, the duty to preserve trust assets and make them productive, and the fiduciary rules and requirements of Part 4 of Title I of ERISA, specifically with respect to compliance with section 404(c) of ERISA, section 2550.404c-1 of the Department of Labor Regulations and guidance issued by the Department of Labor with respect to section 404(c) of ERISA.

### **Investment Objective**

The objective of the Plan is to provide its participants a broad range of investment options and that the nature of these options is properly communicated to participants. The Plan will provide a minimum of three (3) diversified investment alternatives, each with materially different risk and return characteristics and investment objectives, which in the aggregate enable the participant or beneficiary by choosing among them to achieve a portfolio with aggregate risk and return characteristics at any point within the range normally appropriate for the participant or beneficiary, and each of which when combined with investments in the other alternatives tends to minimize through diversification the overall risk of a portfolio of a participant or beneficiary. Investment options will be selected that:

- Cover a risk and return spectrum of appropriate investment classes;
- Are distinguishable and have distinct risk and return characteristics;

- Are well diversified and professionally managed;
- Charge fees that are reasonable for the asset class and investment style; and
- In the aggregate, provide the participant with the opportunity to structure a portfolio with risk and return characteristics within a normally appropriate range of investment strategies and to reallocate among the options at least quarterly.

The actual allocation of the assets of the Plan among the selected investment options will be decided by each Plan participant. In cases where a participant fails to provide an investment election, a default option will be designated based upon the guidelines for selecting an investment option and the objective of minimizing the risk of large losses.

### **Guidelines for Selecting Investment Options**

The general criteria to be applied to investment alternatives in the investment option categories are:

- Historical information regarding the rates of return between different asset classes over a defined period of time;
- Risk and return experience over at least three years, preferably five years of investment options (if available);
- Comparable performance of investment options with appropriate bench marks and peer groups; and
- Sufficient asset base (if available).

The services of an independent financial advisor/consultant may be used to assist in the selection and evaluation of the individual investment options. This advisor/consultant will be held to a strict standard of accuracy and full disclosure.

### **Evaluation and Review**

The disciplined investment-monetary process of CentraCare Health System includes periodic meetings by the Committee at which the Committee reviews and monitors investment selection and performance. These meetings take place at least annually and more frequently as necessary or appropriate for purposes of monitoring the investment options as described herein. The monitoring process involves evaluating the Tier 1 and Tier 2 Core Funds available under the Plan using the criteria considered for the selection of such investment option or options. The Committee will examine the relative performance of the Tier 1 and Tier 2 Core Funds and compare the performance with appropriate benchmarks and peer groups, style consistency, management stability, and portfolio characteristics, among other factors. A Tier 3 investment category is also made available, which allows for the investment of assets across the range of Fidelity funds made available under the Plan, and investments across a wide range of stocks, bonds, and mutual funds through a brokerage link. The Tier 3 investment category may involve more complex options, greater risk and additional fees and commissions for investors and will require greater care in monitoring investments by Plan participants who choose to use this Tier 3 investment category.

The Committee will, on a timely basis and at least annually, review and evaluate the Tier 1 and Tier 2 Core Funds in terms of the performance of the Tier 1 and Tier 2 Core Funds compared to relative market indices and peer groups over a full market cycle, three and

five-year periods. Greater weight may be given to three and five-year performances if the longer-term market cycles are more relevant and meaningful. The Committee will also monitor Tier 1 and Tier 2 Core Funds to determine whether the investment options continue to meet the minimum investment standards established pursuant to this Investment Policy Statement. The review will include, but will not be limited to, evaluations of the following:

- Historical risk and return results;
- Any material changes in process, philosophy, strategy, and/or personnel;
- Significant management turnover or organizational change; and
- Fee and expense levels.

A fund in the Tier 1 and Tier 2 Core Funds will be compared against recognized appropriate indices and within universes of peer groups and investment options with similar styles. Performance will be considered over a full market cycle, a three-year period, or a five-year period. The historical performance of a fund when measured over a three and five year time horizon should be at least in the 50th percentile relative to a peer group universe as defined by investment strategy and style and compared to primary benchmarks over three and five year market cycles.

The Committee may take one or any of the following actions should a fund not meet the criteria expressed in the Investment Policy:

- Place the fund on a “watch list”;
- Freeze the fund to new contributions;
- Supplement the fund with another fund with a similar style; or
- Eliminate the fund option.

**APPENDIX B**  
**QUALIFIED DOMESTIC RELATIONS ORDERS**  
**SECTION 1**  
**GENERAL MATTERS**

Terms defined in the Plan shall have the same meanings when used in this Appendix B.

- 1.1. **General Rule.** The Plan shall not honor the creation, assignment or recognition of any right to any benefit payable with respect to a Participant pursuant to a domestic relations order unless that domestic relations order is a qualified domestic relations order.
- 1.2. **Alternate Payee Defined.** The only persons eligible to be considered alternate payees with respect to a Participant shall be that Participant's spouse, former spouse, child or other dependent.
- 1.3. **DRO Defined.** A domestic relations order is any judgment, decree or order (including an approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of a Participant and which is made pursuant to a state domestic relations law (including a community property law).
- 1.4. **ODRO Defined.** A qualified domestic relations order is a domestic relations order which creates or recognizes the existence of an alternate payee's right to (or assigns to an alternate payee the right to) receive all or a portion of the Account of a Participant under the Plan and which satisfies all of the following requirements.
  - 1.4.1. **Names and Addresses.** The order must clearly specify the name and the last known mailing address, if any, of the Participant and the name and mailing address of each alternate payee covered by the order.
  - 1.4.2. **Amount.** The order must clearly specify the amount or percentage of the Participant's benefits to be paid by the Plan to each such alternate payee or the manner in which such amount or percentage is to be determined.
  - 1.4.3. **Payment Method.** The order must clearly specify the number of payments or period to which the order applies.
  - 1.4.4. **Plan Identity.** The order must clearly specify that it applies to this Plan.
  - 1.4.5. **Settlement Options.** Except as provided in Section 1.4.8 of this Appendix B, the order may not require the Plan to provide any type or form of benefits or any option not otherwise provided under the Plan.
  - 1.4.6. **Increased Benefits.** The order may not require the Plan to provide increased benefits.
  - 1.4.7. **Prior Awards.** The order may not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.
  - 1.4.8. **Exceptions.** Notwithstanding Section 1.4.5 of this Appendix B:

- (a) The order may require payment of benefits be made to an alternate payee before the Participant has separated from service:
  - (i) if the order requires payment as of a date that is on or after the date on which the Participant attains (or would have attained) the earliest payment date described in Section 1.4.10 of this Appendix B, or
  - (ii) if the order requires (A) that payment of benefits be made to an alternate payee in a single lump sum as soon as is administratively feasible after the order is determined to be a qualified domestic relations order, and (B) does not contain any of the provisions prohibited by Section 414(p) of the Internal Revenue Code, and (C) provides that the payment of such single lump sum fully and permanently discharges all obligations of the Plan to the alternate payee.
- (b) The order may require that payment of benefits be made to an alternate payee as if the Participant had retired on the date on which payment is to begin under such order (but taking into account only the present value of benefits actually accrued).
- (c) The order may require payment of benefits to be made to an alternate payee in any form in which benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse).

**1.4.9. Deemed Spouse.** Notwithstanding the foregoing:

- (a) The order may provide that the former spouse of a Participant shall be treated as a surviving spouse of such Participant for the purposes of the distribution of benefits under the Plan (and that any subsequent or prior spouse of the Participant shall not be treated as a spouse of the Participant for such purposes), and
- (b) The order may provide that, if the former spouse has been married to the Participant for at least one (1) year at any time, the surviving former spouse shall be deemed to have been married to the Participant for the one (1) year period ending on the date of the Participant's death.

**1.4.10. Payment Date Defined.** For the purpose of Section 1.4.8 of this Appendix B, the earliest payment date means the earlier of:

- (a) the date on which the Participant is entitled to a distribution under the Plan, or
- (b) the later of (i) the date the Participant attains age fifty (50) years, or (ii) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

1.4.11. **Permissible Provisions.** Effective April 6, 2007, a domestic relations order will not fail to be a qualified domestic relations order: (i) solely because the order is issued after or revises another domestic relations order or qualified domestic relations order, or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

## **SECTION 2 PROCEDURES**

- 2.1. **Actions Pending Review.** During any period when the issue of whether a domestic relations order is a qualified domestic relations order is being determined by the Plan Administrator, the Plan Administrator shall cause the Plan to separately account for the amounts which would be payable to the alternate payee during such period if the order were determined to be a qualified domestic relations order.
- 2.2. **Reviewing DROs.** Upon the receipt of a domestic relations order, the Plan Administrator shall determine whether such order is a qualified domestic relations order.
- 2.2.1. **Receipt.** A domestic relations order shall be considered to have been received only when the Plan Administrator shall have received a copy of a domestic relations order which is complete in all respects and is originally signed, certified or otherwise officially authenticated.
- 2.2.2. **Notice to Parties.** Upon receipt of a domestic relations order, the Plan Administrator shall notify the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant that such domestic relations order has been received. The Plan Administrator shall include with such notice a copy of this Appendix B.
- 2.2.3. **Comment Period.** The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded a comment period of thirty (30) days from the date such notice is mailed by the Plan Administrator in which to make comments or objections to the Plan Administrator concerning whether the domestic relations order is a qualified domestic relations order. By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the thirty (30) day comment period may be shortened.
- 2.2.4. **Initial Determination.** Within a reasonable period of time after the termination of the comment period, the Plan Administrator shall give written notice to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant of its decision that the domestic relations order is or is not a qualified domestic relations order. If the Plan Administrator determines that the order is not a qualified domestic relations order or if the Plan Administrator determines that the written objections of any party to the order being found a qualified domestic relations order are not valid, the Plan Administrator shall include in its written notice:



- (i) the specific reasons for its decision,
- (ii) the specific reference to the pertinent provisions of the Plan upon which its decision is based,
- (iii) a description of additional material or information, if any, which would cause the Plan Administrator to reach a different conclusion, and
- (iv) an explanation of the procedures for reviewing the initial determination of the Plan Administrator.

2.2.5. **Appeal Period.** The Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant shall be afforded an appeal period of sixty (60) days from the date such an initial determination and explanation is mailed in which to make comments or objections concerning the original determination of the Plan Administrator. By the unanimous written consent of the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant, the sixty (60) day appeal period may be shortened.

2.2.6. **Final Determination.** In all events, the final determination of the Plan Administrator shall be made not later than eighteen (18) months after the date on which first payment would be required to be made under the domestic relations order if it were a qualified domestic relations order. The final determination shall be communicated in writing to the Participant and all persons claiming to be alternate payees and all prior alternate payees with respect to the Participant.

2.3. **Final Disposition**. If the domestic relations order is finally determined to be a qualified domestic relations order and all comment and appeal periods have expired, the Plan shall pay all amounts required to be paid pursuant to the domestic relations order to the alternate payee entitled thereto. If the domestic relations order is finally determined not to be a qualified domestic relations order and all comment and appeal periods have expired, benefits under the Plan shall be paid to the person or persons who would have been entitled to such amounts if there had been no domestic relations order.

2.4. **Orders Being Sought**. If the Plan Administrator has notice that a domestic relations order is being or may be sought but has not received the order, the Plan Administrator shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or beneficiary which otherwise would be due. If the Plan Administrator has determined that a domestic relations order is not a qualified domestic relations order and all comment and appeal periods have expired, the Plan Administrator shall not (in the absence of a written request from the Participant) delay payment of benefits to a Participant or beneficiary which otherwise would be due even if the Plan Administrator has notice that the party claiming to be an alternate payee or the Participant or both are attempting to rectify any deficiencies in the domestic relations order. Notwithstanding the above, after the commencement of a divorce action, the Plan Administrator shall comply with a restraining order, duly issued by the court handling the divorce,



reasonably prohibiting the disposition of a Participant's benefits pending the submission to the Plan Administrator of a domestic relations order or prohibiting the disposition of a Participant's pending resolution of a dispute with respect to a domestic relations order.

### SECTION 3 PROCESSING OF AWARD

- 3.1. **General Rules.** If a benefit is awarded to an alternate payee pursuant to an order which has been finally determined to be a qualified domestic relations order, the following rules shall apply.
- 3.1.1. **Source of Award.** If a Participant shall have a Vested interest in more than one Account under the Plan, the benefit awarded to an alternate payee shall be withdrawn from the Participant's Accounts in proportion to the Participant's Vested interest in each of them.
- 3.1.2. **Effect on Account.** For all purposes of the Plan, the Participant's Account (and all benefits payable under the Plan which are derived in whole or in part by reference to the Participant's Account) shall be permanently diminished by the portion of the Participant's Account which is awarded to the alternate payee. The benefit awarded to an alternate payee shall be considered to have been a distribution from the Participant's Account for the limited purpose of determining the Vested portion of the Participant's Account.
- 3.1.3. **After Death.** After the death of an alternate payee, all amounts awarded to the alternate payee which have not been distributed to the alternate payee and which continue to be payable shall be paid in a single lump sum distribution to the personal representative of the alternate payee's estate as soon as administratively feasible unless the qualified domestic relations order clearly provides otherwise. The Participant's beneficiary designation shall not be effective to dispose of any portion of the benefit awarded to an alternate payee unless the qualified domestic relations order clearly provides otherwise.
- 3.1.4. **In-Service Benefits.** Any in-service distribution and the loan provisions of the Plan shall not be applicable to the benefit awarded to an alternate payee.
- 3.2. **Segregated Account.** If the Plan Administrator determines that it would facilitate the administration or the distribution of the benefit awarded to the alternate payee or if the qualified domestic relations order so requires, the benefit awarded to the alternate payee shall be established on the books and records of the Plan as a separate account belonging to the alternate payee.
- 3.3. **Former Alternate Payees.** If an alternate payee has received all benefits to which the alternate payee is entitled under a qualified domestic relations order, the alternate payee will not at any time thereafter be deemed to be an alternate payee or prior alternate payee for any substantive or procedural purpose of this Plan.