SUMMARY PLAN DESCRIPTION
FOR THE
ST. JOSEPH'S HOSPITAL HEALTH CENTER
PENSION PLAN

As Amended and Restated January 1, 2009
Reflecting Amendments Through December 31, 2010
TABLE OF CONTENTS

I. INTRODUCTION AND KEY DEFINITIONS ............................................................................. 2

II. QUESTIONS AND ANSWERS ABOUT THE PLAN ......................................................... 4

2. What Are the Main Features of the Cash Balance Plan? ..................................... 4
3. Who Is Covered by the Cash Balance Plan and Who Is Covered by the Prior Plan? ................................................................. 4
5. How Do I Become A Participant And What Is My "Entry Date"? ..................... 6
6. How Do I Earn Service For Purposes Of The Plan? ........................................... 6
7. What Is The Importance of Vesting And When Do My Benefits Vest? .......... 7
8. When May I Receive My Plan Benefit? ................................................................. 8
10. Once I Have Stopped Working, Do I Have To Receive My Benefit Immediately or May I Defer My Benefit Commencement Date? .......... 12
12. How Do I Choose A Form of Payment Other Than My Normal Form? .......... 14
13. Will My Payments From The Plan Be Taxed? ..................................................... 15
15. What Happens If I Die Before My Benefit Commencement Date? .................. 16
17. Who Pays For The Plan? ...................................................................................... 17
18. Are Loans Available Under The Plan? ............................................................... 17
19. Will The Plan Accept Rollover Contributions? .................................................... 17
21. What Happens If The Plan Is Amended Or Terminated? ............................... 18
22. Are Benefits Under the Plan Insured? ................................................................. 19
23. What Are My Rights Under ERISA? ................................................................. 19
24. What Are the Top-Heavy Rules? ........................................................................ 21

III. GENERAL INFORMATION .......................................................................................... 21
I. INTRODUCTION AND KEY DEFINITIONS

Background: This Pension Plan, which originally took effect on September 1, 1974, is designed to provide you with income when you Retire in addition to your Social Security benefits. If you Terminate Employment before that time, you may still receive income from the Plan, if you are vested in your Plan benefit. (The terms "Retire" and "Terminate Employment" are defined below in this Section I.) There are significant tax advantages associated with the Plan, since you are not required to pay taxes on the benefits you earn under the Plan until you receive the benefits. (At that time, you may be in a lower tax bracket.)

This Summary Plan Description ("SPD") describes the Plan as restated effective January 1, 2009 and amended through December 31, 2010. Please read the SPD carefully, so you will know how the Plan works for you. If you have any questions, be sure to contact the Plan Administrator.

Employers Participating in the Plan; Benefits Administration Committee as Plan Administrator: This Plan originally was established by and is administered by St. Joseph's Hospital Health Center, which is referred to in this SPD as the "Hospital." Effective October 1, 2005, the Benefits Administration Committee (composed of the individuals holding the titles of Vice President – Corporate Services, Compliance and Government Relations; Director – Human Resources; President and Chief Executive Officer; Vice President – Fiscal Affairs; and Vice President – Special Health Programs) is the "Plan Administrator" and the "Named Fiduciary" for purposes of the Employee Retirement Income Security Act ("ERISA"). In addition, St. Joseph's Physician Health, P.C. (the "P.C.") began to participate in the Plan during 1997. The term "Employer" is used to refer both to the Hospital and the P.C., and Plan benefits are the same for eligible employees of each Employer. More information about both Employers is given in Section III.

Relationship of This SPD to the Plan: This SPD outlines the major features of the Plan, but cannot explain all Plan provisions or how the Plan may work in all circumstances. If there is any conflict between the wording of this SPD and the Plan, the terms and conditions of the Plan will apply. A copy of the Plan document is available for inspection and/or copying at your Employer's office during normal business hours.

Further, the Hospital has the right to submit the restated Plan to the Internal Revenue Service for approval as a tax-qualified retirement plan. Some statements in this SPD depend upon the Plan being approved as a qualified retirement plan in the form explained in this SPD. You will be provided with a summary of any material modifications that are made to the Plan.
Definitions: The following definitions are used throughout the remainder of this SPD and are important in understanding how Plan rules work. Please be sure to refer back to these definitions as you read the rules, including other definitions throughout the SPD.

* Retirement (or "Retired") Including "Deemed" Retirement: You will be considered "Retired" if you stop working for your Employer (and any related companies) after you reach Normal Retirement Age, or after you reach an Early Retirement Date. After you reach Normal Retirement Age, but not before, you also will be "deemed" Retired if you have less than 40 Hours of Service (see Question 6) monthly.

* Normal Retirement Age: This is your 65th birthday. (As a limited exception, it will be the fifth anniversary of the date you began to participate in the Plan, if later.)

* Normal Retirement Date and Late Retirement Date: Your "Normal Retirement Date" is the first day of the month that coincides with or next follows the date you reach Normal Retirement Age. A later date of Retirement is referred to as a "Late Retirement Date."

* Early Retirement Date: If you stop working for your Employer (and any related companies) after you have reached age 60 and have 15 Years of Vesting Service, your "Early Retirement Date" is the first day of the month that coincides with or next follows the date you stop working.

* Termination of Employment (or "Terminate Employment"): You will have a Termination of Employment if you stop working for your Employer (and any related companies) for any reason other than Retirement. Said another way, your leaving is referred to as a "Termination of Employment" rather than "Retirement," if you leave before you reach Normal Retirement Age, and before you satisfy both the age and service requirements for Early Retirement.

* Benefit Commencement Date: This is the date as of which you begin to receive your benefit from the Plan, in compliance with the notice and election rules explained in Question 12. Your Benefit Commencement Date may not be earlier than the first day of the month that coincides with or next follows the date you Retire or Terminate Employment.

Difference between Benefit Commencement Date and Actual Payment Date: Your Benefit Commencement Date often may be earlier than the date you first actually receive a payment. For example, if you Retire on March 15, 2009, April 1 may be your Benefit Commencement Date. However, your first check may not arrive until some time later (perhaps a month or two) due to the time needed to process your application.

In this example, if your benefit is being paid as a monthly annuity, the first check to you will cover all payments due from April 1 until that first date of payment. You generally will be able to avoid this type of delay if you advise the Plan Administrator 60 to 90 days in advance of the date as of which you wish to receive your benefits.
II. QUESTIONS AND ANSWERS ABOUT THE PLAN

1. What Is The "Cash Balance" Plan And What Is The "Prior" Plan?

The Plan includes a cash balance formula, effective January 1, 2001. The term "cash balance" Plan is used for convenience to explain the current terms of the restated Plan, as compared to the terms of the Plan previously in effect, which is referred to as the "prior Plan." However, in fact, the cash balance Plan is a continuation of the prior Plan, not a new plan. The following questions only describe the way the cash balance Plan works unless otherwise stated. You may contact the Plan Administrator for information about the prior Plan.

2. What Are the Main Features of the Cash Balance Plan?

* Cash Balance Formula: The benefit of a Participant covered by the cash balance Plan is expressed as an account balance as explained in Question 9.

* Earlier Eligibility for Payment: The cash balance Plan, unlike the prior Plan, allows a Participant to receive vested benefits immediately upon stopping work at any age, on an actuarially reduced basis, as explained in Question 8.

* Lump Sum Option: The cash balance Plan, unlike the prior Plan, allows a Participant to choose a lump sum payment instead of an annuity as explained in Question 11.

* Preretirement Death Benefits for Unmarried As Well As Married Participants: The cash balance Plan provides preretirement death benefits for the designated beneficiary or beneficiaries of an unmarried Participant. Previously, preretirement death benefits were only payable if a Participant was married on the date of death. These new rules are explained in Question 15.

3. Who Is Covered by the Cash Balance Plan and Who Is Covered by the Prior Plan?

Coverage under the Cash Balance Plan: The cash balance Plan will apply to you if:

(i) You first become a Participant in the Plan on or after January 1, 2001;

(ii) You participated in the Plan before January 1, 2001 and remain actively employed, whether or not in an eligible category, on January 1, 2001;

(iii) You are a former Participant who is not actively employed on January 1, 2001, but you are rehired before you have a Break in Service (see Question 7); or

(iv) You are a former Participant who is not actively employed on January 1, 2001 and you have a Break in Service, but you are rehired and again complete a Year of Eligibility Service (see Question 6).
Special Rules for Participants on Leave on January 1, 2001: If you are on an authorized leave of absence on January 1, 2001, you will be included in category (ii) as if you were actively employed. (However, in no event will a Participant whose Benefit Commencement Date is prior to January 1, 2001 be covered by the cash balance Plan.)

"Grandfather" Rule for Use of the Prior Plan Formula As Well As the Cash Balance Formula: Accrued benefits under the cash balance formula are expected to be larger than benefits under the prior Plan formula. However, if you participated in the prior Plan before becoming covered by the cash balance formula under (ii), (iii) or (iv) above, your benefit will be calculated under both the cash balance formula and the prior Plan formula as of your Benefit Commencement Date, so that you will receive the larger benefit, except as provided in the following paragraph.

If you left before your benefit had vested and you had a 5-year Break in Service, you will be covered only by the cash balance formula if your new Entry Date is on or after January 1, 2001, like other Participants in category (i) above. In other words, you are treated as a "new hire." See Questions 5 and 7. Also, only the cash balance formula will apply if you previously received benefits, either as an annuity or under the cashout rule (see Question 8).

Prior Plan Formula for a Grandfathered Participant: If you are a "grandfathered" Participant, your accrued benefit under the prior Plan formula is the monthly amount payable for life (the "Life Income Form") at your Normal Retirement Date, determined by multiplying $12.00 by the full and partial years for which you earn a benefit under the terms of the prior Plan—including such years after the cash balance Plan goes into effect. (In general, this means you are credited with a full year if you have 1,000 Hours of Service as an eligible employee, and with a partial year for the Plan Year in which you are first employed and for the Plan Year in which you leave, even if you do not have 1,000 Hours in such years.)

If you are a "grandfathered" Participant, you still are covered by the other rules in the cash balance Plan, even if your benefit proves to be greater under the prior Plan formula. This means you will have the other new options provided by the cash balance Plan. See Question 2.

Coverage Only Under the Prior Plan: Any Participant who retired, died, or stopped working for any other reason before January 1, 2001 is not covered by the cash balance Plan, except for a former Participant who is reemployed and again participates in the Plan as provided in subparagraph (iii) or subparagraph (iv) above. The benefits of a Participant governed only by the prior Plan are determined only under the prior Plan formula, and are payable only in annuity form as provided by the prior Plan, unless the mandatory cashout rule described in Question 8 applies. None of the new cash balance features summarized in Question 2 apply.

4. Who Is Eligible For The Plan?

You are eligible to participate in the Plan if you are employed by either the Hospital or the P.C. with limited exceptions. Specifically, Sisters of the Third Franciscan Order, leased employees, and employees of the P.C. who are classified as "nurse" or "office staff" employees are not eligible to participate in the Plan.
Further, effective October 1, 2003, contract or per diem (casual status) employees are not eligible.

5. How Do I Become A Participant And What Is My "Entry Date"?

If you were a Participant on December 31, 2008, you will continue to participate in the Plan as of January 1, 2009, if still actively employed (in accordance with other Plan rules). Otherwise, you will become a Participant on the January 1 or July 1 ("Entry Date") that is on or after the date you have both reached age 21 and completed a Year of Eligibility Service (assuming you are otherwise eligible). You do not have to file an application to participate in the Plan, although you will need to provide the Administrator with certain information and sign certain forms. As explained in Questions 6 and 7:

* Once you have completed a Year of Eligibility Service, you do not have to do so again if you leave but are reemployed in an eligible classification before having a Break in Service; but:

* If you have a Break in Service, you must complete another Year of Eligibility Service in order to participate in the Plan again. However, if you satisfy this requirement, you generally will participate in the plan retroactively to your date of rehire, with credit for your prior period of employment; except that:

* You will be treated as a "new hire" if you did not have a vested benefit when you left and you have a 5-year Break in Service.

6. How Do I Earn Service For Purposes Of The Plan?

Service is measured for different purposes under the Plan, using different terms, as follows:

_Hour of Service:_ An Hour of Service ("Hour") is any hour for which you are paid directly or indirectly by an Employer, including paid non-work periods, such as vacations. For Years of Vesting Service and Eligibility Service, and Breaks in Service, Hours in an ineligible category are counted, but only Hours as an eligible employee are counted for Years of Benefit Service.

-Year of Vesting Service:_ This is a Plan Year (calendar year) in which you complete 1,000 Hours of Service, which counts in determining when your benefit becomes vested (nonforfeitable). As a special rule, you will be credited with a partial Year of Vesting Service if you have more than 500 but less than 1,000 Hours in the Plan Year that you are first employed (or reemployed after a Break in Service) or the Plan Year in which you Retire or Terminate Employment.

-Year of Eligibility Service:_ For purposes of joining the Plan, you earn a "Year of Eligibility Service" if you have 1,000 Hours of Service during the 12-month period beginning on the date you are employed. If you don't have 1,000 Hours of Service during that period, you may earn a Year of Eligibility Service by having 1,000 Hours of Service in a subsequent Plan Year.
Note: If you leave before completing a Year of Eligibility Service, Hours before and after you are reemployed will be added together if you are rehired before having a one-year Break in Service. See Question 7. If you return after a one-year Break in Service, your rehire date will be treated as your original date of hire in determining when you have a Year of Eligibility Service.

**Year of Benefit Service:** A "Year of Benefit Service" is a Plan Year for which you are entitled to a Pay Credit under the cash balance formula as explained in Question 9.

**Credit for Military Service:** A person with a period of qualified military service within the meaning of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") will receive all rights due under USERRA. There may also be benefits for Participants who die or become disabled while on active military duty. Participants who receive wage continuation payments while in the military (often referred to as differential pay) may benefit from law changes effective in 2009. If you think you may be affected by these rules, contact the Administrator for further details.

7. **What Is The Importance of Vesting And When Do My Benefits Vest?**

You begin to accrue (earn) a benefit as soon as you become a Participant (in accordance with Plan terms). However, you will be eligible to receive that benefit when you Retire or Terminate Employment only if your benefit has vested. The vesting rules may be summarized as follows:

**Vesting Rule:** If you have an Hour of Service on or after January 1, 2008, your benefit will vest fully (be "100%" vested) after you have 3 Years of Vesting Service as defined in Question 6. If you die or leave for other reasons before having 3 Years of Vesting Service, your benefit will be forfeited. Once you have a vested benefit, you also get credit for your prior Years of Vesting Service if you again participate in the Plan. If you do not have an Hour of Service on or after January 1, 2008, your benefit will vest fully (be "100%" vested) after you have 5 Years of Vesting Service and, if you die or leave for other reasons before having 5 Years of Vesting Service, your benefit will be forfeited.

**Vesting at Normal Retirement Age:** As a special rule, you will have a fully vested benefit if you reach Normal Retirement Age while still actively employed.

**Break in Service:** A "Break in Service," or "Break," is a Plan Year in which you do not complete at least 501 Hours of Service ("Hours"). If you are reemployed in an eligible classification before you have 5 consecutive one-year Breaks, any benefit that was forfeited will be restored and you will receive credit for your prior Years of Vesting Service once you again qualify to participate in the Plan under the rules explained in Questions 5 and 6.

However, if you leave before your benefit has vested and have 5 or more consecutive one-year Breaks, the forfeiture will be permanent and your prior period of employment will be ignored for all purposes. In other words, you will be treated as a "new hire" if you are reemployed.

**Special Break-in-Service Rule for Maternity/Paternity Leaves:** As a special rule, you will be treated as though you have enough Hours to avoid the first Break-in-Service you otherwise would have, if you stop working to go on a maternity or paternity leave of absence. This means
you will have one additional year to return and earn 501 Hours of Service in a Plan Year before the forfeiture of your prior benefit and prior Years of Vesting Service becomes permanent. Such "deemed" Hours do not count for any other purpose.

Example: If you have 2 Years of Vesting Service and stop working during 2008 before having 1,000 Hours, you will not earn the third Year of Vesting Service you need for a vested benefit. If you did not even have 501 Hours, you also will have your first one-year Break in 2008. If you already had 501 Hours, your first one-year Break won't occur until 2009. If 2009 is your first one-year Break, you will avoid having a 5-year Break if you return and have at least 501 Hours of Service in 2013 (or an earlier year). However, if the reason you stopped working was to go on a maternity or paternity leave, you will avoid having a 5-year Break if you return and have at least 501 Hours of Service in 2014.

8. When May I Receive My Plan Benefit?

Payment after Normal Retirement Age or as of an Early Retirement Date: As under the prior Plan, you may receive benefits once you reach Normal Retirement Age, if you then Retire or if you previously Retired or Terminated Employment with a vested benefit. As also was true under the prior Plan, you may receive an actuarially reduced benefit at age 60 or any later date before your Normal Retirement Date, if you Retire or if you previously Terminated Employment with at least 15 Years of Service.

Mandatory Cashout Rule for Small Benefits - New $5,000 Limit: Under the Plan's "mandatory cashout rule," you automatically will receive your vested benefit in a lump sum as soon as administratively feasible after you Terminate Employment or Retire on or after January 1, 2001, if the present value of the benefit as of the date of Termination or Retirement does not exceed $5,000.

Mandatory cashouts also will be done for Participants who left before January 1, 2001 while the cashout limit was only $3,500, if the present value of their benefits as of January 1, 2001 is not greater than $5,000 (unless they already have begun receiving benefits as an annuity).

Effective March 28, 2005, if you terminate employment and the present value of your vested benefit does not exceed $5,000 and you do not elect to either have the distribution paid to you in cash or have the distribution paid to an IRA or another retirement plan of your choice, the Plan Administrator will pay the distribution in a direct rollover to an IRA in your name. In the event of an automatic rollover, the mandatory distribution will be invested in an investment product that is designed to preserve principal and provide a reasonable rate of return. You will be responsible for any fees and expenses charged by the IRA provider for establishing and maintaining your IRA.

Option for Immediate Payment of Vested Benefits above the Cashout Limit at Any Age: You are eligible to receive immediate payment of a vested benefit that is above the $5,000 cashout limit, whenever you Terminate Employment—regardless of your age or the reasons why you left. Benefits paid before Normal Retirement Age are actuarially reduced, based on your age as of your Benefit Commencement Date.
9. **How Is My Benefit Determined under the Cash Balance Formula?**

*Step 1 - Account Balance:* You have an Account balance, based on Pay Credits and Interest Credits, starting with an opening Account balance if you had benefits under the prior Plan as of December 31, 2000, as explained below.

*Step 2 - Your Normal Retirement Benefit:* Your normal retirement benefit is the annual amount payable at your Normal Retirement Date in the form of a life annuity without survivor benefits (the Life Income Form) that is actuarially equivalent to your Account balance.

*Conversion at Your Normal Retirement Date:* If you begin to receive benefits as of your Normal Retirement Date, your Account balance, as determined under the rules in this Question 9, is converted to the Life Income Form by using the IRS mortality table in effect under Code section 417(e) ("IRS Mortality Table") and the interest rate specified by the IRS for this purpose ("IRS Interest Rate") for September of the preceding Plan Year. (Conversions to other forms of annuity are done using actuarial assumptions specified in the Plan.)

*Conversion before You Reach Your Normal Retirement Date:* Before you reach your Normal Retirement Date, your normal retirement benefit is calculated by: (1) increasing the Account balance determined under the rules in this Question 9 by hypothetical Interest Credits until your Normal Retirement Date, using, prior to January 1, 2009, the 30-year Treasury rate for September of the Plan Year before the Plan Year in which the calculation is being done and, effective January 1, 2009, the "Interest Credit" rate specified below for the year in which the calculation is being done; and (2) converting that amount to the Life Income Form using the IRS Interest Rate and the IRS Mortality Table.

*Step 3 - Present Value of Your Normal Retirement Benefit:* If you receive payment before you reach Normal Retirement Age, you will receive the present value of the projected normal retirement benefit that was determined at Step 2. This generally means the amount payable as a lump sum will be equal to your Account balance as of your Benefit Commencement Date. In no event will the lump sum be less than the Account balance.

Said more technically, the lump sum equals the projected normal retirement benefit, as actuarially reduced by using the IRS Mortality Table and the IRS Interest Rate.

Effective January 1, 2008, for purposes of determining a lump sum payment, your Account balance shall be deemed to be the actuarial equivalent of your normal retirement benefit determined under the cash balance formula.

*Opening Account Balance:* Your Account began with an opening Account balance that represents your prior accrued benefit, if you had such an undistributed benefit as of December 31, 2000 and were actively employed on January 1, 2001, or if you later are reemployed and become covered by the cash balance formula. The opening balance equaled the value of your undistributed benefit as of December 31, 2000, actuarially determined by using the female rates in the 1983 group annuity mortality table and an interest rate of 5.83%, which is the IRS Interest Rate for September 2000.
Eligibility for Pay Credits: As of December 31 of each Plan Year, your Account will be credited with a "Pay Credit" for a Plan Year in which you have 1,000 Hours of Service, starting with the year that contains your Entry Date if you are a new Participant. This is referred to as a "Year of Benefit Service." As a special rule, you also will receive a Pay Credit for the Plan Year that contains your Entry Date and for the Plan Year in which you Retire or Terminate Employment, even if you do not have the 1,000 Hours for a Year of Benefit Service.

Amount of the Pay Credit: The Pay Credit will equal a percentage of your "compensation" for the full Plan Year up to a maximum amount of $60,000 for Plan Years before 2005 and $120,000 for 2005 and later Plan Years. Subject to these limits, your "compensation" for Pay Credits generally includes all amounts payable to you as an eligible employee, before any reduction for pre-tax salary reduction contributions (such as "401(k)" plan deferrals).

The Pay Credit percentage is based on your full Years of Vesting Service as of the last day of the Plan Year, according to the following schedules (not counting any partial Years of Vesting Service):

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Pay Credit Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 10</td>
<td>2.0%</td>
</tr>
<tr>
<td>11 to 20</td>
<td>2.5%</td>
</tr>
<tr>
<td>over 20</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Pay Credit Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 5</td>
<td>2.0%</td>
</tr>
<tr>
<td>6 to 10</td>
<td>2.5%</td>
</tr>
<tr>
<td>11 to 15</td>
<td>3.0%</td>
</tr>
<tr>
<td>16 to 20</td>
<td>3.5%</td>
</tr>
<tr>
<td>Over 20</td>
<td>4.0%</td>
</tr>
</tbody>
</table>

The fact that the percentage is based on Years of Vesting Service means that, if you are reemployed, your prior period of employment will be counted in determining your Pay Credit. For example, if you previously had 10 Years of Vesting Service, and complete an additional Year of Vesting Service after reemployment in 2005, you will be eligible to earn Pay Credits equal to 3.0% of your compensation (up to $120,000). This rule will apply even if you previously received a distribution, but not if you lost credit for prior Years of Vesting Service because you did not have a vested benefit and had 5 or more consecutive one-year Breaks in Service. See Question 7.
Time for Crediting Pay Credits: Pay Credits generally are credited only as of the last day of a Plan Year, after crediting any Interest Credit as explained below. However, if your Benefit Commencement Date is before the last day of the Plan Year in which you Retire or Terminate Employment, the Pay Credit due for that year will be calculated as of the date you left. Any Pay Credit that is due for the year of your death also will be added without waiting until the last day of the Plan Year if your surviving spouse or other beneficiary begins to receive benefits before the year ends.

Interest Credits: Your Account also will grow with annual "Interest Credits." The Interest Credit is added to your prior Account balance, as of the last day of the Plan Year, before adding any Pay Credit for the current year. For example, as of December 31, 2001, any opening Account balance established as of January 1, 2001 will be increased by an Interest Credit before adding the Pay Credit for 2001. As of December 31, 2002, an Interest Credit will be added to the balance as of December 31, 2001 before adding the Pay Credit for 2002. This process of interest compounding helps your Plan Account to grow, like a bank account.

The Interest Credit for a given Plan Year will be equal to the 5-year Treasury rate for September of the preceding Plan Year, but not greater than the 30-year Treasury rate for that same month. However, the Interest Credit for any Plan Year will in no event be less than 2.60%.

* Partial Interest Credit for Year in Which You Stop Work: As a special rule, you will receive a partial Interest Credit for the Plan Year in which you Terminate Employment or Retire, if your Benefit Commencement Date is before the end of the year. The partial credit will be based on the number of full calendar months up to that date. If you die before your Benefit Commencement Date, a partial Interest Credit will be given for the Plan Year in which you die, based on the number of full months as of the last day of the month that contains the date of your death. The partial Interest Credit will be credited without waiting until the last day of the Plan Year, if payments to you or your beneficiary are being made before the last day of the Plan Year.

* Continuation of Interest Credits until Benefit Commencement Date or Death: If you defer your Benefit Commencement Date for a period after you have Terminated Employment or Retired, Interest Credits will continue to be added during this period, using the same rate that applies for an active employee for a given Plan Year, although you no longer earn Pay Credits. Similarly, Interest Credits will continue if you should move from an eligible to an ineligible category, even though you no longer will earn Pay Credits. (Interest Credits are not credited after your death.) Also, if you are a Participant whose non-vested Account balance is restored when you are reemployed, the amount will include Interest Credits for the period you were gone.

Example: If you Terminate Employment with vested benefits when you are 50 years old, Interest Credits will continue for 15 more years, at the same rates as if you had stayed employed, if you choose to defer receiving your benefit until the end of the year that you reach Normal Retirement Age (unless you die sooner).

If you instead choose to receive benefits immediately, you will receive the present value of your normal retirement benefit, which takes into account projected Interest Credits, applying the rules explained at the beginning of the answer to this Question 9.
10. **Once I Have Stopped Working, Do I Have To Receive My Benefit Immediately or May I Defer My Benefit Commencement Date?**

Unless the mandatory cashout rule in Question 8 applies, you generally may elect whether to receive payment immediately or to defer your Benefit Commencement Date to a later date.

*Rules after Normal Retirement Age*: Once you reach Normal Retirement Age and Retire, the legal rules that apply to the Plan require the Plan Administrator to begin paying your benefit no more than 60 days after the end of the Plan Year in which the later of the two events occurs, unless you choose to defer payment by filing a written notice with the Administrator by that 60-day deadline.

The deferred Benefit Commencement Date that you choose may be as late as April 1 of the year after you reach age 70½. If you do not submit such a notice, payments will begin as of the pertinent 60-day deadline—in your normal form of payment if you have not elected a different form by the deadline, in accordance with the rules in Questions 11 and 12.

*Rules before Normal Retirement Age*: When you Terminate Employment or Retire with vested benefits before reaching Normal Retirement Age, you will be presumed ("deemed") to have chosen to defer payment until you affirmatively elect to receive your benefits (subject to the rules explained above once you reach Normal Retirement Age). Your election to receive payment must be made in accordance with the rules in Questions 11 and 12.

11. **How Will My Plan Benefit Be Paid?**

*Choice of Annuity or Lump Sum*: Unless the mandatory cashout rule applies, you may choose between receiving a lump sum or one of the annuity forms of payment described below. Your choice of payment is subject to the following rules:

*Normal Form of Payment*: Your benefit must be paid in your "normal form" unless you make a different choice. Your "normal form" depends upon whether you are married or unmarried on your Benefit Commencement Date as follows:

*  
  * **Life Income Form for an Unmarried Participant**: If you are unmarried on your Benefit Commencement Date, your benefit will be paid in the Life Income Form described below.

*  
  * **"QJSA" for a Married Participant**: If you are married on your Benefit Commencement Date, your benefit will be paid in the Contingent Annuity 50% Form described below, with your spouse as the beneficiary as legally required. This is referred to as a "qualified joint and survivor annuity" or "QJSA." With limited exceptions, you may elect a different form of payment or a different beneficiary only if your spouse consents as explained in Question 13.

*Forms of Payment*: You may select any of the following, as provided in Question 13. Other forms are calculated to be actuarially equivalent to the Life Income Form.

*  
  * **Lump Sum**: You will receive your full benefit in a single payment.
* **Life Income Form:** You will receive monthly income payments for as long as you live, but no survivor benefits are paid to anyone after your death. This is the normal form if you are unmarried, and an option if you are married.

* **Contingent Annuitant 50% Form:** You will receive reduced monthly income payments for as long as you live. If you die first, the beneficiary you named as contingent annuitant will receive monthly payments equal to one-half of your monthly payment for life. This form of payment is the QISA when the spouse is the beneficiary, as explained above.

* **Contingent Annuitant 66-2/3% Form:** You will receive reduced monthly income payments for as long as you live. If you die first, the beneficiary you named as contingent annuitant will receive monthly payments equal to two-thirds of your monthly payment for life.

* **Contingent Annuitant 75% Form:** This optional form is available effective January 1, 2008. You will receive reduced monthly income payments for as long as you live. If you die first, the beneficiary you named as contingent annuitant will receive monthly payment equal to three-quarters of your monthly payments for life.

* **Contingent Annuitant 100% Form:** You will receive reduced monthly income payments for as long as you live. If you die first, the beneficiary you named as contingent annuitant will receive monthly payments equal to your monthly payment for life.

* **Contingent Annuitant with 15-Year Period Certain Form:** You will receive reduced monthly income payments for as long as you live. If you die first, the beneficiary you named as contingent annuitant will receive monthly payments equal to your monthly payments for life. If you die prior to the expiration of the 15 year period certain and the contingent annuitant is not living at the time of your death, another beneficiary that you designated for the purpose will receive monthly payments for the balance of the 15-year period certain. If the contingent annuitant dies before the end of the 15 year period certain, a beneficiary designated by the contingent annuitant will receive the payments needed to complete the 15-year period certain.

Your beneficiary (or your beneficiary's beneficiary) may choose to receive a lump sum payment equal to the commuted lump sum value (actuarial value) of the payments due for the balance of the 15-year period certain.

* **15-Year Period Certain and Continuous Form:** You will receive reduced monthly income payments for as long as you live. If you die during the 15-year period after the date as of which payments begin, the same monthly payments will be continued to your beneficiary for the remainder of the guaranteed 15-year period. Alternatively, your beneficiary may elect to receive a single cash payment equal to the commuted value of the monthly payments. If your beneficiary dies before the end of the 15-year period, the commuted value of the remaining monthly payments will be paid to your beneficiary's estate.

* **10-Year Period Certain and Continuous Form:** This option works the same as the 15-Year Period Certain and Continuous Form, except that the guaranteed period is only 10 years.
* Social Security Adjustment Form: You may elect this form only if you Retire on an Early Retirement Date. Under this form, you will receive a monthly income payment from the Plan that is greater than the amount you would have received under the Life Income Form for the period up to the date as of which you are eligible for Social Security benefits. When you begin to receive your Social Security income, the payments you have been receiving from the Plan will be reduced. In this way, you will receive approximately the same amount before and after you begin to receive Social Security income. Payments in this form will be made only during your life.

General Provisions regarding the Payment Options: Under the laws governing pension plans, there are certain restrictions on the time and form of payment. First, payments may not be made over a period which is more than the joint lifetime of you and your beneficiary, or the assumed life expectancy of you and your designated beneficiary, at the time payments begin. If you choose a form of annuity other than QJSA, at least 50% of the value of your income must be expected to be paid to you during your lifetime. If you choose an annuity rather than a lump sum, your monthly income under the Plan may be provided by insurance contracts.

12. How Do I Choose A Form of Payment Other Than My Normal Form?

30-Day Period for Electing/Changing an Option: The Plan Administrator will provide you with a notice regarding your payment options, and your right to elect an immediate or deferred Benefit Commencement Date. Your election is only effective if made after you receive the notice and not more than 90 days before the Benefit Commencement Date you choose.

This means you can't effectively make an election when you first Terminate Employment (or Retire) if you are choosing to defer your Benefit Commencement Date to a later date in the future.

Normally, the notice will be provided at least 30 days before your Benefit Commencement Date and your election period will last from that date until your Benefit Commencement Date. If the notice is provided less than 30 days in advance, the election period will last for 30 days after the notice is provided. Except as provided in the next paragraph, you may not elect a Benefit Commencement Date that is earlier than the date that the notice is provided.

Effective January 1, 2007, you may elect a Benefit Commencement date that is retroactive to a date as early as the first day of the month that coincides with or next follows the date of your retirement or termination of employment (assuming that you are eligible to receive benefits as of that date, so long as your election is received by the Plan Administrator within the 90-day period following the date of your retirement or termination of employment or, if later, within the 90-day period after the date the Plan Administrator provides you with the notice regarding your payment options. Once the 90-period has ended, you can elect a Benefit Commencement Date retroactive to the first of the month in which the Plan Administrator receives your request for payment.

You may change elections during the election period, subject to the rights of your spouse described below. However, once your election period ends, no further changes in form of
payment are possible. You may change the beneficiary for the 10-year or 15-year period certain form (subject to the spousal consent requirement).

**Requirement for Your Spouse's Consent:** If you are married on your Benefit Commencement Date, your spouse must consent to waive the QJSA described in Question 11. Your spouse cannot revoke (take back) his or her consent, once given. However, your spouse must consent again if you want to change your election before the election period ends, unless you are restoring the QJSA. This requirement for your spouse's consent will be waived only if you provide the Plan Administrator with a court order showing that you are legally separated from or have been abandoned by your spouse, or with satisfactory proof that your spouse can't be located.

**Important Notice regarding "QDROs":** Normally, a person to whom you are no longer married on your Benefit Commencement Date (or whom you marry later) is not considered your "spouse" for purposes of the above rules. However, a person to whom you were formerly married will be treated as though still your spouse, if he or she been given this right by a qualified domestic relations order, generally referred to as a "QDRO." See Question 16.

### 13. Will My Payments From The Plan Be Taxed?

A distribution from the Plan normally will be subject to income taxes. Generally, an additional 10% "penalty" tax will apply to lump sum payments if you Terminate Employment before you reach age 55. However, with a lump sum, you generally will be able to defer the tax, and avoid the penalty, by having the Plan Administrator "roll over" the amount to an individual retirement account ("IRA") (including a Roth IRA, effective as of January 1, 2008) or other tax-qualified retirement plan on your behalf. You also may do the rollover yourself within strict time frames (normally, within 60 days), but this generally is less advantageous since your Employer must withhold taxes. The Plan Administrator will provide you with more information about these rules when you are ready to receive benefits.

**THE RULES ARE COMPLEX AND IT IS HIGHLY RECOMMENDED THAT YOU CONSULT WITH YOUR TAX ADVISOR BEFORE MAKING A CHOICE ABOUT HOW AND WHEN TO RECEIVE YOUR BENEFITS.**

### 14. What Will Happen If I Am Reemployed After I Receive Benefits?

**Reemployment after Receiving a Lump Sum:** If you are reemployed, you will not be required or permitted to repay a lump sum previously distributed from the Plan. Any new benefit that you earn will be determined under the cash balance formula described in Question 9. The benefit will be based on your Years of Benefit Service after reemployment (if you are reemployed in an eligible classification), i.e., your Account balance will start at zero. However, your prior Years of Vesting Service will count in determining the percentage of your Pay Credits.

When you Terminate Employment or Retire again, you will have a new Benefit Commencement Date, applying the payment rules explained in the preceding questions. This means that you may choose to receive the "new" benefit in a different form of payment than you previously received.
(unless the mandatory cashout rule applies). A person to whom you are married on the new Benefit Commencement Date is treated as your spouse in applying the payment rules.

Reemployment While an Annuity Is Being Paid: If you chose an annuity and are reemployed in an eligible classification, your annuity payments will not be suspended.

During your period of reemployment, if you are working in an eligible classification you will earn a new benefit under the cash balance formula, which you may receive when you Terminate Employment or Retire again. For this new benefit, you will have a new Benefit Commencement Date as explained above.

15. What Happens If I Die Before My Benefit Commencement Date?

If you die before your Benefit Commencement Date, a preretirement death benefit will be payable under the Plan, provided you had a vested benefit. If your benefit is not vested, no payments will be made by the Plan.

Note: If you die after reaching your Benefit Commencement Date, the information in this Question does not apply. Rather, benefits will be payable after your death to the extent, and only to the extent, called for by your form of payment. See Question 11.

Preretirement Death Benefits for Married Participants; "QPSA" Rules: If you are married on your date of death (or treated as married by a QDRO), your surviving spouse will be entitled to receive a "qualified preretirement survivor annuity," also referred to as a "QPSA." The QPSA will provide your spouse with monthly payments for life, which are calculated to be the actuarial equivalent of your Account balance as of your date of death.

You may not waive this benefit or name a different Beneficiary. However, after your death, a surviving spouse may choose to receive a lump sum payment of your Account balance, instead of the annuity, provided the choice is made before the annuity begins. Also, the lump sum will be paid automatically, if the present value of the QPSA does not exceed the $5,000 mandatory cashout limit.

If the mandatory cashout rule does not apply, your surviving spouse may elect to receive the QPSA or lump sum immediately or to defer payment to a later date (subject to Code rules on the maximum period for deferral). If your surviving spouse dies after beginning to receive monthly payments, no further benefits are payable by the Plan, even if payments only were made for a month. If your spouse dies before receiving any payments, a lump sum is payable to your spouse's estate.

Preretirement Death Benefits for Unmarried Participants: If you are not married on your date of death, the surviving beneficiary or beneficiaries you designated will receive an immediate lump sum payment of your Account balance as of your date of death. (However, you will be treated as married to a former spouse if required by a QDRO.) The lump sum amount will be divided equally for multiple beneficiaries unless your beneficiary designation called for a
different distribution. If no designated beneficiary survives you, the lump sum will be paid to your estate.

16. What Is A "QDRO" And How Does A QDRO Affect Me?

As a general rule, your interest in Plan benefits may not be alienated or assigned. This means that your interest under the Plan may not be sold, used as collateral for a loan, given away or otherwise transferred. Further, your creditors may not attach, garnish or otherwise interfere with your benefits under the Plan.

As an exception, the Plan Administrator is required by law to recognize obligations you have to an "alternate payee" as a result of court-order child support, alimony payments or an award of marital property rights, if the order meets the legal requirements to be a "qualified domestic relations order," usually referred to as a "QDRO." The alternate payee may be your spouse, former spouse, child or other legal dependent. If the alternate payee is a former spouse, which is the most common situation, the QDRO may give the former spouse the right to be treated as a current spouse for purposes of the QISA and/or QPSA rules. The Plan Administrator will notify you if the Plan receives a domestic relations order regarding your benefits, and will determine whether the order is a QDRO and notify you of that determination. If you would like more information about the QDRO rules, you may obtain a copy of the Plan’s QDRO procedures from the Plan Administrator.

17. Who Pays For The Plan?

Your Employer will contribute all amounts required to pay for the benefits provided under the Plan. Contributions are based on periodic calculations by an independent professional, called an "enrolled actuary." Amounts contributed to the Plan must be at least sufficient to meet minimum funding requirements of the law. Participants do not contribute to the Plan.

18. Are Loans Available Under The Plan?

You are not permitted to take a loan from the Plan.

19. Will The Plan Accept Rollover Contributions?

No. The Plan does not accept rollover contributions (distributions from other qualified plans).

20. What Is The Procedure For Review Of Claims Which Are Denied?

Filing a Claim: A Participant or a beneficiary (hereinafter, a "claimant") may make a formal claim for Plan benefits to the Plan Administrator in writing. A claimant has a right to be represented, and any rights in connection with a claim that may be exercised by a claimant under the following procedures also may be exercised by the claimant's authorized representative. (Also, references to the Plan Administrator include any delegate of the Plan Administrator.)

Initial Claims Procedure: If a claim is wholly or partially denied, the Plan Administrator will send the claimant a written notice within a reasonable period of time; generally, no more than 90
days after the date that the Plan Administrator receives a claim. If special circumstances require an extension of time for processing the claim, the Plan Administrator may extend the 90-day period for up to an additional 90 days. To do this, the Plan Administrator must send the claimant a written notice regarding the extension within the initial 90-day period with information about the special reasons for the extension and the expected decision date.

The written notice of the denial of a claim must contain: (1) the specific reason or reasons for the denial; (2) reference to the specific Plan provisions on which the denial is based; (3) a description of any additional information or material necessary to perfect the claim and an explanation of why such material or information is necessary; and (4) information about the Plan's claims review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

*Claims Review Procedures - 60 Day Period To Request Review:* If a claim is denied in whole or in part, the claimant may file a written request for review with the Plan Administrator. This must be done no more than 60 days after the date that the claimant receives the denial notice. Under the review procedures, the claimant: (1) may submit written comments, documents, records and other information relating to the claim; and (2) will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim. The review will take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator generally will provide the claimant with written notice of the Plan's review determination within a reasonable period of time that is not more than 60 days after the receipt of the request for review. For special circumstances, the 60-day period may be extended for up to an additional 60 days, provided the claimant is given written notice of the extension within the initial 60-day period. An extension notice must indicate the special circumstances requiring the extension, and give the date by which the Plan expects to render the decision on review.

If the benefit determination is adverse, the notice will include: (1) the specific reason(s) for the adverse determination; (2) reference to the specific Plan provisions upon which the determination is based; (3) a statement of the claimant's right to bring an action under Section 502(a) of ERISA; and (4) a statement of the claimant's right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

21. **What Happens If The Plan Is Amended Or Terminated?**

Although the Plan was adopted with the expectation that it would be permanent, the Hospital reserves the right to terminate the Plan at any time, by resolutions of the Hospital's Board of Trustees. The Board of Trustees of the Hospital (or the Board's Executive Committee) also reserves the right to amend the Plan at any time. However, no amendments to the Plan may deprive you or benefits already accrued under the Plan.
If you are affected by a full or partial termination of the Plan, the benefits you accrued to the date of the full or partial termination will become 100% vested, even if you do not have enough Years of Service to be vested under the Plan's usual vesting rules.

This means that the Plan assets, after payment of administrative expenses, will be used to provide benefits to Participants and beneficiaries in accordance with the requirements of the Employee Retirement Income Security Act. After satisfying all liabilities, remaining assets may be distributed to the Employers.

22. **Are Benefits Under the Plan Insured?**

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits. The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the Employer; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005–4026 or call 202–326–4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1–800–877–8339 and ask to be connected to 202–326–4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

23. **What Are My Rights Under ERISA?**

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to the following protections.
Right To Receive Information About Your Plan and Benefits

You are entitled to:

- 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; and
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) 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 pension, the statement will tell you how many more years you have to work to get a right to a pension. 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 Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforcement of Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. 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 or a medical child support 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 is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue 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.

24. What Are the Top-Heavy Rules?

Under the Code, a retirement plan that chiefly benefits "Key Employees" for a Plan Year is called a "Top-Heavy Plan." The term "Key Employees" includes certain officers or owners of an Employer, and all other employees are considered "Non-Key Employees." This Plan has never been Top-Heavy, and is not expected to become Top-Heavy. However, should this ever occur, Non-Key Employees may be entitled to additional benefits and may vest in part of their benefits more quickly. The Administrator will provide you with more information if the rules ever apply.

III. GENERAL INFORMATION

Name of Plan: St. Joseph's Hospital Health Center Pension Plan.

Plan Number: 001.

Plan Year: January 1 to December 31.

Name, Address and Employer Identification Number of Employer Sponsoring the Plan:

St. Joseph's Hospital Health Center ("Hospital")
301 Prospect Avenue
Syracuse, NY 13203-1898
EIN: 15-0532254.
Plan Administrator: The Benefits Administration Committee is the Plan Administrator and may be contacted at the above address or by calling 448-5575. The Benefits Administration Committee is also the Plan's "Named Fiduciary."

Name, Address and Employer Identification Number of Other Participating Employer:

St. Joseph's Physician Health, P.C.
301 Prospect Avenue
Syracuse, NY 13203-1898
EIN: 16-1516863.

Funding Vehicle: Benefits under the Plan currently are provided under a group annuity contract with New England Life Insurance Company. Effective April 1, 2006, a portion of the assets of the Plan are held in trust and invested for the benefit of Plan Participants by several investment managers selected by the Plan Administrator. The Trustee will be:

First Niagara Bank
6950 South Transit Road
Lockport, NY 14095-0514

Agent For Service Of Legal Process: Service of legal process may be made upon the Plan Administrator at the address shown above in this Section.

Type of Plan: This is a defined benefit plan. Under a defined benefit plan, your benefits are calculated in accordance with a definite predetermined formula, as explained in Section II.

Plan Administrator's Authority to Construe Plan: The Plan Administrator is responsible for interpreting the Plan and for making determinations under the Plan. In order to carry out this responsibility, the Plan Administrator shall have the exclusive authority and discretion to determine whether an individual is eligible for any benefits under the Plan; to determine the amount of benefits, if any, an individual is entitled to under the Plan; to interpret all the Plan's provisions; and to interpret all the terms used in the Plan. All such determinations and interpretations made by the Plan Administrator or its designee shall be final and binding upon any individual claiming benefits under the Plan; shall be given deference in all courts of law; to the greatest extent allowed by applicable law, and shall not be overturned or set aside by any court of law unless found to be arbitrary and capricious or made in bad faith.