The Cash Balance Retirement Plan

The Cash Balance Retirement Plan (the “Plan”) is a defined benefit pension plan that provides you with a fixed benefit at retirement. ProMedica completely funds the Plan at no cost to you. ProMedica is committed to provide an allocation to you, each year, based upon your length of service.

Your benefit from the Plan is in addition to Social Security, the 401(k) Plan and any personal investments and other savings you may have when you retire.

Highlights of the Plan

The Plan is called a cash balance plan because the benefit you receive is based on the actual balance in your account. The following are some of the highlights of the Plan:

- An account is established for you when you meet the eligibility requirements.
- ProMedica makes a yearly allocation to your account, based on your years of service, the hours credited in a Plan Year and a percent of your pay.
- Each year, your account will earn a guaranteed annual interest rate, based on a rate stipulated by the Internal Revenue code governing pension plans.
- You become vested in your account balance (that is, you have full ownership of your account) after three years of vesting service.
- You can choose to receive your account balance as a lump sum or as a monthly payment when you leave ProMedica.
- If you leave, you can transfer your account balance into another qualified plan or individual retirement account (IRA).
- If you die while employed, 100% your account balance will be paid to your beneficiary.
- Under most circumstances, you will not be eligible to make a contribution to an IRA while you are covered by the Cash Balance Plan. Please see a tax advisor for more details on this issue.

Please read this Summary Plan Description (SPD) carefully and keep it as a handy source of information about your Cash Balance Plan. Your family should be aware of the Plan’s features, too, especially those that apply in the event of your death.
This SPD is intended only to outline the provisions of the Plan and does not attempt to cover all the details. The Plan Administrator has the responsibility and authority to interpret and administer the Plan and to establish procedures to further the purpose of the Plan. The Plan and other official documents will be used to resolve all eligibility and benefit issues arising under this Plan. In the event questions arise about the interpretation of issues mentioned in this SPD, the Plan document would be referred to and reviewed. The Plan document takes precedence over any statements made in this SPD. These documents, which determine your rights under the Plan, are available for your review at the Plan Administrator’s office during normal working hours.

Plan Membership

Q. Who is eligible for membership in the Plan?

A. You are eligible for membership in the Plan if you are an hourly or salaried employee of:

- Bay Park Community Hospital
- The Toledo Hospital
- Toledo Children’s Hospital
- Flower Hospital
- ProMedica Health System, Inc.
- ProMedica Continuing Care Services Corporation (selected locations)
- ProMedica Health Education and Research Corporation
- ProMedica Insurance Corporation (Paramount)
- ProMedica Physicians’ Corporation (Corporate Staff Employees only)

Leased employees are not eligible for membership in the Plan.

Q. When does my Plan membership begin?

A. You become a member on January 1 of the Plan Year in which you first complete one year of eligibility service. If you transfer from a subsidiary of ProMedica that does not participate in the Plan, your prior service will count for purposes of eligibility.

Example – Assume you are hired August 1, 2010 and work full-time:

- You will have one year of eligibility service on August 1, 2011, and
- You will become a Plan member retro-active to January 1, 2011

Eligibility service is a year in which you complete 1,000 hours of service. The first year is the 12-consecutive-month period starting on the day you are first credited with an hour of service with ProMedica. All subsequent years are the Plan Year, January 1 – December 31.

Hour of service means an hour for which ProMedica pays you for performing the duties of your job, including each hour that you are paid, or entitled to be paid for reasons other than performing your job duties, such as vacation, illness, or disability. Hours paid for
being on-call or for other such arrangements during which active duties are not performed are excluded.

Since our pay periods usually overlap the end of a year and the beginning of the next year, your hours count as credit in the year in which you are paid. For example, if you are paid for 80 hours on January 3rd, 2010, the 80 hours count toward service for the 2010 year.

Q. Is there anything I have to do to become a member?
A. No. If you meet the eligibility requirements, a cash balance account is automatically established for you. You make no contributions to the Plan - ProMedica pays the full cost of your retirement income benefit.

When you become a Plan member, you may name a beneficiary – the person(s) you want to receive your benefit if you die. You can change your beneficiary at any time. Beneficiary designation forms are available from your Human Resources Department.

According to federal law, if you are married and want to name someone other than your spouse as your beneficiary, your spouse must agree to give up any rights to a death benefit from the Plan. The agreement must be in writing, and your spouse’s signature must be witnessed by a notary or plan representative.

If you die prior to commencing your benefit, without naming a beneficiary, your benefit will be paid in the following order to:

- your surviving spouse,
- your children, including adopted and stepchildren,
- your surviving parents or
- your estate.

If your beneficiary survives the participant but dies before receiving any benefit, the account balance will be paid to your beneficiary’s estate.

Growth In Your Account

Q. How does my cash balance account increase each year?
A. Two separate transactions are made to your account.

- ProMedica makes allocations to accounts each Plan Year, and
- Interest is credited to your account at the end of each Plan Year.

Q. Will my cash balance account ever decrease?
A. Your account balance receives guaranteed interest credits and therefore will never decrease.
Q. How much does ProMedica allocate to my account?

A. ProMedica’s allocations are based on your years of service, hours credited in the Plan Year and a percent of pay, as shown in the chart and example below. You need to earn 1,000 or more hours in a Plan Year to receive an allocation. Your pay is defined as your gross pay excluding any special payments for items such as moving expenses, tuition reimbursement, or other irregular payments. Only pay from business units that are participating in the plan is used to determine your allocation. If your business unit adopted the plan during the year, your allocation will be based on pay earned after the effective date the plan was adopted. For instance, if your business unit adopted the plan on July 1, your allocation for that year is based on pay earned from July 1 through December 31.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>% of pensionable earnings</th>
<th>Years of Service</th>
<th>% of pensionable earnings</th>
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<tr>
<td>0-4</td>
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<td>0-4</td>
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<td>10-14</td>
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<td>20-24</td>
<td>5.0%</td>
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<tr>
<td>25+</td>
<td>8.0%</td>
<td>25+</td>
<td>6.0%</td>
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Jamie has 16 Years of Service with ProMedica and has pensionable earnings of $30,000. For the 2010 Plan Year, she will earn a $1,950 contribution to her Cash Balance account ($30,000 x 6.5%). For the 2011 Plan Year, she will earn a $1,350 contribution ($30,000 x 4.5%). Please note, the difference between the new allocation and the current allocation is 2% for each Years of Service range.

Peter has 22 Years of Service with ProMedica, has pensionable earnings of $50,000 and is a Twenty Year Participant. He will earn a $3,500 contribution to his Cash Balance account ($50,000 x 7.0%)

Each year that you are eligible, ProMedica will make an allocation to your account as of the end of the Plan Year. When you retire, your benefit from this Plan – the full value of your cash balance account – will be payable to you as a monthly benefit or in a single lump-sum (see “Forms of Payment”).

Year of Service – means a Plan Year in which you complete 1,000 hours of service with ProMedica. If you fail to complete 1,000 hours in a Plan Year, you will not be credited with either a full year or partial year of service.

Twenty Year Participant – means an active participant who had completed 20 or more Years of Service as of December 31, 2010. If a Twenty Year Participant terminates employment and is later rehired, he/she will no longer be considered a Twenty Year Participant.
Q. **How are years of service credited?**

A. Years of service are credited as follows:

- Employees will be credited with one year of service for each Plan Year in which they complete 1,000 hours of service.

- Hours are counted from every ProMedica employer.

- **Hours of service are credited at the time they are paid.** For example, if you work on December 31 and those hours are paid in January of the next year, those hours will be credited in the next year.

- If you transfer from a subsidiary of ProMedica that does not participate in the Plan, your prior service will count as years of service.

Q. **Do I receive credit for service working for another ProMedica employer?**

A. Yes. You are given credit for all service with any ProMedica employer. For example, if you worked at Flower Hospital for five years and transferred to Toledo Hospital, you would have five years of service under the Plan for the years you worked at Flower Hospital. If you have past service with a business unit that did not participate in the Plan you receive credit for the past service (eg. for vesting) but are not allocated an actual benefit for that service.

Q. **What rate of interest will be credited to my cash balance account?**

A. Interest credits are based on rates required under the Internal Revenue Code governing pension plans that are in effect for the November before the beginning of the Plan Year. For example, if the rate in the November, 20011 is 5.5%, your account will be credited with 5.5% interest for the 2012 Plan Year.

Q. **Will my account be credited with interest every year?**

A. Yes. Yearly interest credits are guaranteed under the Plan. Interest is credited to the accounts of Plan members as of December 31 each year. If you have an account balance on December 31, you will receive a yearly interest credit for that year. ProMedica allocations made for a year do not receive an interest credit in the same year.

This example shows how the yearly allocation and the yearly interest credit would be determined.

- John’s account balance is $10,000,
- His yearly pay is $25,000,
- He was credited with at least 1,000 hours in the Plan Year,
- He has 10 years of service, and
- The interest rate for the previous November was 5.5%:


$10,000 (account balance) + $550 (5.5% interest rate x $10,000)  
+ $1,000 (4.0% of pay for 10 years of service x $25,000 yearly pay)  
= $11,550 = John’s new account balance

This example shows how a cash balance account can grow.

- Joan becomes a Plan member at age 40,
- She has 10 years of service from a business unit that does not participate in the Plan,
- She works full time for 25 more years until retirement at age 65,
- She earns $35,000 a year.

<table>
<thead>
<tr>
<th>Joan’s Account Balance At Hire</th>
<th>Total Health System Allocation</th>
<th>Total Guaranteed Interest Credited</th>
<th>Joan’s Account Balance at Retirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$45,325</td>
<td>$42,318</td>
<td>$87,643</td>
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To show the value of Joan’s account in today’s dollars, we assumed no pay increases and 5.5% interest each year.

Q. How will I know how much my account is worth?

A. You will receive yearly statements showing the value of your cash balance account, ProMedica’s yearly allocation, and the interest credited to your account.

Payment of Your Retirement Income Benefit

Q. When can I receive payment from my account?

A. You are fully vested in – that is, you have a right to – a normal retirement benefit when you reach normal retirement age. Normal retirement is at age 65, or on the fifth anniversary of your Plan membership, whichever is later.

Q. If I leave ProMedica before I’m eligible to retire, will I be eligible to receive a benefit from the Plan?

A. If you leave ProMedica after completing at least three years of service, you will be fully vested in, and eligible to receive, a retirement income benefit. You can elect to receive your benefit in any of the forms of payment available under the Plan.

If you leave ProMedica before completing 1,000 hours of service in a Plan Year, your account balance will be equal to your balance at the end of the previous year. If you leave after completing 1,000 hours of service, you will be eligible to receive a Health System allocation. If you have not taken a distribution by December 31, your account will be credited with interest on December 31.
Q. Does the Plan provide a death benefit?

A. Yes. The Plan provides the following death benefits:

Before-Retirement Death Benefit
If you are single and die before you begin to receive your benefit, your beneficiary will receive 100% of the value of your account in a single lump-sum payment or as a life annuity.

If you are married and die before you begin to receive your benefit, your spouse will receive 100% of the value of your account as a monthly life annuity or in a single lump sum payment. Or, if you prefer, you and your spouse can waive the Before-Retirement Death Benefit and elect the Alternate Before–Retirement Death Benefit, which allows you to choose a beneficiary to receive 100% of the value of your account as an annuity or in a single lump-sum payment.

After-Retirement Death Benefit
If you die after you begin to receive your benefit, a death benefit will be paid to your spouse or beneficiary according to the form of payment you elected. However, if you elect a straight life annuity or level income (see Forms of Payment Section), no additional payments will be made after your death.

Forms of Payment

Q. How will my retirement income benefit be paid?

A. The normal form of payment depends on your marital status on the date your benefit payment is to begin, as follows:

- **If you are single when you retire** – the normal form of payment is a *straight life annuity*. Under this form of payment, you receive your full, unreduced retirement income benefit in monthly payments for your lifetime. Upon your death, no more payments are made.

  You also have the option to elect any of the other forms of payment available under the Plan, including the lump-sum value of your account.

- **If you are married when you retire** – the normal form of payment is a *50% contingent annuity* with your spouse as beneficiary. Under this form of payment, you receive a reduced retirement income benefit in a monthly payment for your lifetime. Upon your death, 50% of your benefit continues to your surviving spouse (your *contingent annuitant*) for his or her lifetime. The benefit is reduced to reflect that additional benefits may be payable to your spouse upon your death. The amount of reduction is based upon your and your spouse’s ages when you retire.

  You also have the option to elect any of the other forms of payment available under the Plan, including the lump-sum value of your account, if you and your spouse agree to the election.
**Example**

For this example, assume you and your spouse are both age 55 and your Plan benefit is $1,500 a month:

- During your lifetime, you would receive a reduced benefit of $1,431 a month ($1,500 x 95.4% = $1,431).
- Upon your death, your spouse would receive 50% of the amount you were receiving, or $715.50 ($1,431 * 50% = $715.50).

For this example, assume you are age 55, your spouse is age 40, and your Plan benefit is $1,500 a month. Because your spouse is younger than you, a different adjustment must be made:

- During your lifetime, you would receive a reduced benefit of $1,387.50 ($1,500 x 92.5% = $1,387.50).
- Upon your death, your spouse would receive 50% of the amount you were receiving, or $693.75 ($1,387.50 * 50% = $693.75).

**Optional Forms of Payment**

In addition to the normal forms of payment, several optional forms of payment are available to you.

- **Single lump-sum payment** – Under this option, you can elect to receive the value of your cash balance account. If you elect this option, you can transfer your benefit into another employer’s qualified plan or into an individual retirement account (IRA), which lets you avoid paying taxes until a later date.

The other optional forms of payment available to you are paid monthly and are equal to the actuarial value of your cash balance account.

- **100% contingent annuity option** – Under this form of payment, you receive a reduced retirement income benefit in monthly payments for your lifetime. Upon your death, 100% of your benefit continues to a beneficiary of your choice (your contingent annuitant) for his or her lifetime. The benefit is reduced to reflect that additional benefits may be payable to your beneficiary upon your death. The amount of reduction is based upon your and your beneficiary’s ages when you retire.

- **75% contingent annuity option** – Under this form of payment, you receive a reduced retirement income benefit in monthly payments for your lifetime. Upon your death, 75% of your benefit continues to a beneficiary of your choice (your contingent annuitant) for his or her lifetime. The benefit is reduced to reflect that additional benefits may be payable to your beneficiary upon your death. The amount of reduction is based upon your and your beneficiary’s ages when you retire.
50% contingent annuity option – Under this form of payment, you receive a reduced retirement income benefit in monthly payments for your lifetime. Upon your death, 50% of your benefit continues to a beneficiary of your choice (your contingent annuitant) for his or her lifetime. The benefit is reduced to reflect that additional benefits may be payable to your beneficiary upon your death. The amount of reduction is based upon your and your beneficiary’s ages when you retire.

Straight life annuity option – Under this form of payment, you receive a retirement income benefit for your lifetime. Upon your death, no more benefits payments are made.

Ten-year certain and life option – Under this form of payment, you receive a reduced retirement income benefit for your lifetime. If you die before 120 monthly payments (ten years) have been made, the balance of your benefit will be paid to your beneficiary.

Level income option – This option is available if you leave ProMedica after age 55 and before age 62. Under this form of payment, you receive a monthly benefit payment for your lifetime. Monthly payments from the plan will be:

- Increased before age 62 and decreased after age 62. The increased benefit before age 62 will be the same amount as your estimated age 62 Social Security benefit plus the decreased benefit payable after age 62.

Example – Assume you retire on your 60th birthday, your Plan benefit is $1,300 a month, and your estimated age 62 Social Security benefit is $750 a month:

- Before age 62, your increased benefit from the plan would be $1,924 a month
- After age 62, your benefit from the Plan would decrease to $1,174 a month. This amount plus your estimated age 62 Social Security benefit of $750 would equal $1,924, the benefit you received prior to age 62.
- In other words, the benefit you receive before 62 ($1,924 from the plan) and the benefits you receive after age 62 ($1,924 in total, $1,174 from the plan and $750 from Social Security) remain level.

Small-Benefit Payments
If the total actuarial value of your cash balance account is $1,000 or less, you will automatically receive your benefit in a single lump-sum payment.
**Taxes on Benefits**

Monthly benefit payments are subject to federal income tax withholding unless you request that taxes not be withheld. You can specify the number of withholding allowances and the amount of additional tax you want to have withheld by filing a Form W-4P, which your Human Resources Department will provide. If you do not file the form, taxes will automatically be withheld from your benefit, with the amount calculated as if you were a married individual claiming three withholding allowances.

Lump-sum payments of more than $200 are subject to 20% withholding unless you transfer your benefit into another qualified plan or an IRA. If the payment is less than $200, no federal taxes will be withheld. In addition, unless your benefit is transferred into another qualified plan or an IRA, a cashout payment of a vested benefit before you reach age 55 is subject to an additional 10% tax.

**Claiming Your Retirement Income Benefit**

**Q. What is the procedure for filing a claim?**

A. To receive a benefit from the Plan, you, your spouse, or other beneficiary must file a claim with the Plan Administrator. Your Human Resources Department has all the necessary forms and will provide you with information about your payment options. The Plan Administrator will approve or disapprove your claim without 90 days of receiving it. If your claim is not granted within 90 days after it is filed, you should assume your claim has been denied.

If your claim is denied, in whole or in part, you will receive from the Plan Administrator a written explanation of the following:

- The specific reasons for the denial
- Provisions in the Plan documents that support the denial
- Additional information, if any, you must provide to support your claim and the reasons why that information is necessary
- The procedure available for a further review of your claim.

**Q. What can I do if my claim is denied?**

A. You have the right to appeal a denied claim by submitting a written request to the Plan Administrator for a review of the denial within 90 days after your claim has been denied, or within 180 days after you filed your claim, if the Plan Administrator has not responded. If you do not appeal within the time period, the denial of the claim will be final. Your written appeal should request a review and state why you disagree with the decision. You or your representative can review the Plan documents and submit issues and comments in writing to the Plan Administrator.

The Plan Administrator will conduct a full and fair review of your claim and appeal and will notify you of the decision within 60 days. In special circumstances, the decision
may be delayed, but it must be delivered within 120 days after your request for a review. The decision will be in writing and will include the specific reasons and the Plan provisions on which the decision is reached. If no decision is made within the 120 day term period, you should consider the claim denied. To the extent permitted under applicable law, the Plan Administrator’s decision will be binding on all parties.

**When Benefits Are Not Paid**

**Q. Is it possible that I might not receive a benefit from the Plan?**

**A.** Yes. While the purpose of this summary plan description is to explain how and when the Plan provides you (or your beneficiary) with a benefit, it is important for you to understand the reasons you may not receive the benefit you expected from the Plan. These are some of the reasons:

- If you have not met the eligibility requirements explained in this booklet, you will not be eligible to participate in the Plan.
- If you do not meet the service requirements explained in this booklet, you will not receive Health System allocations.
- If you leave ProMedica before you have completed at least three years of service, you will not be eligible to receive a benefit.
- If, as a result of divorce, you are responsible for child support, alimony, or marital property rights payments, some of all of your benefit could be assigned to meet those payments, provided a “qualified domestic relations order” has been issued. The Plan Administrator reserves the right to review any domestic relations order for compliance with the law. You have the right to request the Plan Administrator to inform you, at no cost to you, of the procedures used by the Plan Administrator in reviewing or approving a domestic relations order.

**Other Important Information**

The ProMedica Health System, Inc. Cash Balance Retirement Plan is a trusteed defined benefit pension plan. It is identified by the following numbers under Internal Revenue Service (IRS) rules:

- The Employer Identification Number assigned by the IRS is 34-1517671.
- The Cash Balance Retirement Plan Number is 001.

**Plan Year**

For record-keeping purposes, the Plan Year is the calendar year: January 1 through December 31. However, hours are credited for service in the Plan Year in which they are paid.
Effective Date
The Cash Balance Plan became effective January 1, 1997. The Plan was a result of the merger of other ProMedica pension plans in which you may have been a participant.

Plan Sponsor
The Plan is sponsored by ProMedica Health System, Inc. The mailing address is:

ProMedica Health System, Inc.
1801 Richards Road
Toledo, OH 43607

Plan Administration
ProMedica is responsible for general administration of the Plan as the Plan Administrator. The Plan Administrator may adopt rules and regulations for administration and operation of the Plan and uniformly interpret Plan provisions for all employees. You may contact the Plan Administrator by contacting the Corporate Vice President of Human Resources at the following address and telephone number:

Chief Human Resources Officer
ProMedica Health System, Inc.
1801 Richards Road
Toledo, OH 43607
419-469-3600

Trust Fund
The money ProMedica allocates to the Plan is placed in a trust fund, which is used for the exclusive benefit of Plan members, their spouses, and beneficiaries. A portion of the fund can be used to pay the Plan’s administrative expenses. The name and address of the Plan Trustee are:

Mellon Global Securities
500 Grant St.
One Mellon Bank Center
Pittsburgh, PA 15258

Legal Process
The Plan’s agent for the service of legal process is the Plan Administrator. Legal process may also be served on the Plan Trustee.

IRS Approval
The Plan is subject to continuing approval by the IRS, which makes possible certain tax advantages to you and ProMedica. If material changes in the Plan are required to continue that approval, you will be notified of the changes.

Qualified Domestic Relations Orders
In general, benefits payable under the Plan are not subject to assignment, attachment, transfer, or other legal encumbrance or process. However, your spouse, children, or other dependents may acquire a right to part or all of your benefit in a qualified domestic relations order entered by a court in an appropriate legal proceeding. The procedure for
handling such orders is available, at no cost, from the Plan Administrator on written request.

**PBGC Insurance**

Benefits under the Cash Balance Retirement Plan are insured to certain maximum levels by the Pension Benefit Guaranty Corporation, a federally sponsored agency.

**Maximum Benefits**

The Internal Revenue Code limits total retirement benefits paid to an individual. If the limits affect you, you will be notified.

**Future of the Plan**

ProMedica Health System, Inc. intends to continue the Cash Balance Retirement Plan indefinitely, but reserves the right to amend, change, or terminate the Plan at any time and for any reason. Upon termination, all amounts credited to your account would become 100% vested. A complete discontinuance of all allocations by ProMedica will constitute a termination.

**Your Employment**

Nothing in the ProMedica Health System, Inc. Cash Balance Retirement Plan or in this description of the Plan guarantees your right to employment with ProMedica Health System, Inc. or any other employer nor are they to be construed as an employment agreement between you and ProMedica.

**YOUR RIGHTS UNDER ERISA**

As a participant in the ProMedica Health System, Inc. Cash Balance Retirement 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 are entitled to:

1. Examine, without charge, at the Plan Administrator’s main office and all other locations, all Plan documents, including insurance contracts, and copies of any documents filed by the Plan with the United States Department of Labor.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plans’ annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the summary annual reports.
4. Obtain a statement telling you whether you have a right to receive a retirement benefit at your Normal Retirement Age as set forth in these summaries and if so, what your benefits would be at Normal Retirement Age if you stopped working under the Plans now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to get a right to a retirement benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan Administrator must provide the statement free of charge.
5. If you have a claim that is denied in whole or in part, you are entitled to receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim. If you have a claim for
benefit, which is denied or ignored, in whole or in part, you may file suit in the state or federal court. No one, including your employer, or any other person, may discharge you or otherwise discriminate against you in any way to prevent you from obtaining your Plan Benefit or exercising your rights under ERISA.

6. In addition, if you disagree with the Plan Administrator’s decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in a federal court.

7. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator 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 material 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.

**Duties of Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plans. The people who operate your Plans, called “fiduciaries” of the Plans, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. If it should happen that a Plan fiduciary misuses the Plans’ money, or if you are discriminated against for asserting your rights, you may see assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay the 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. If you have any questions about the Plans, you should contact the Plan Administrator.

**Further Information**

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Benefit Welfare Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D. C. 20210.