**Summary Plan Description** 

of the

BRONSON HEALTHCARE RETIREMENT PLAN

## TO OUR EMPLOYEES

Bronson Healthcare Group, Inc. established the Bronson Healthcare Group, Inc. Retirement Plan (the "BHG Plan") and Bronson Battle Creek Hospital established the Bronson Battle Creek Hospital Pension Plan (the "BBC Plan") so that certain employees of each may have additional income at retirement. The benefits provided under the Plans are in addition to Social Security and any benefits provided under any other qualified retirement plan maintained by Bronson or its affiliates.

The BBC Plan was established as of January 1, 2012 as a result of being spun off from the Trinity Health Pension Plan in connection with Bronson Healthcare Group, Inc.'s acquisition of Battle Creek Hospital from Trinity Health. The BHG Plan was established as of July 1, 1962, and has periodically been amended. It was most recently amended and restated to comply with new federal laws effective January 1, 2014.

The BBC Plan was amended effective June 30, 2011 to "freeze" benefit accruals. This means that participants did not earn any additional benefits under the BBC Plan for employment after June 30, 2011. The BHG Plan was amended effective as of December 31, 2013 to "freeze" benefit accruals. This means that participants did not earn any additional benefits under the BHG Plan for employment after December 31, 2013.

The BHG Plan merged into the BBC Plan effective as of December 31, 2015. The merged plan is now called the Bronson Healthcare Retirement Plan (the "Plan"). The sponsor of the merged plan is Bronson Healthcare Group, Inc. ("Bronson"). All references to Bronson in this Summary Plan Description include Bronson Methodist Hospital, Bronson Medical Group (physicians and midlevel providers only), Bronson Home Care / Bronson Staffing, Bronson Lakeview Hospital, Bronson Battle Creek Hospital and Bronson Healthcare Midwest (physicians and mid-level providers only).

This document is called a "Summary Plan Description." Its purpose is to explain your rights under the Plan. It is based upon the Plan provisions in effect as of January 1, 2018. You should carefully read this Summary Plan Description and keep it for future reference.

This Summary Plan Description has been prepared as accurately as possible. It outlines the Plan, which is a complex and technical legal document. In the event of any difference between the Summary Plan Description and the Plan, the terms of the Plan will control.

It is your responsibility to keep Bronson informed of any changes in your address or other contact information, especially after your employment with Bronson terminates. Bronson cannot inform you of any changes to the Plan or of your eligibility for benefits if it cannot locate you.

If you have any questions regarding the Plan or this Summary Plan Description, you should contact Bronson Human Resources at (269) 341-6376.

Bronson Healthcare Group, Inc.

November 2020

## **BENEFITS AT A GLANCE**

The following table provides a simplified overview of the basic requirements for the various types of pension benefits under the Plan. Your pension benefits under the Plan are frozen. You should review the remainder of this Summary Plan Description for more detailed information.

Type of Pension	You are Eligible to Receive the Pension	How Much the Monthly Pension Benefit Will Be
Normal Retirement Benefit	If you are employed by Bronson after you are at least age 65.	See formula under "CALCULATION OF ACCRUED BENEFIT."
Early Retirement Benefit	If you are employed by Bronson after you attain age 62 and complete at least 5 years of vested service or you terminate employment with Bronson after you:  • are at least age 55 but less than age 65; and  • have at least 5 years of vested service.	Normal pension amount reduced by .4167% for each month before age 65 your pension will be paid (plus the monthly value of your cash balance account if you previously participated in the BBC Plan).
Deferred Vested Benefit	If you terminate employment with Bronson after you:  • have at least 5 years of vested service (3 years of vested service with respect to any benefit earned under the BBC Plan);  and  • do not qualify for any other benefit under the Plan.  This benefit is not payable until you are at least age 55.	See formula under "YOUR ACCRUED BENEFIT IF YOU TERMINATE EMPLOYMENT BEFORE RETIREMENT."
Disability Retirement Benefit	<ul> <li>When you:</li> <li>terminate employment with Bronson because of your total and permanent disability; and</li> <li>have at least 5 years of vested service.</li> </ul>	See formula under "YOUR ACCRUED BENEFIT IF YOU BECOME DISABLED"
Pre-Retirement Death Benefit for Surviving Spouses	<ul> <li>When you:</li> <li>are vested under the Plan; and</li> <li>die before beginning to receive your benefits.</li> </ul>	Amount payable to spouse under joint and 50% survivor annuity form.

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## OVERVIEW OF THE PLAN

The Plan is a type of retirement plan known as a "pension" plan. A pension plan allows you to earn a monthly retirement benefit while you work for Bronson. How much of a benefit you will actually receive depends on why and when you leave Bronson. The BHG Plan was frozen effective December 31, 2013 and the BBC Plan was frozen effective June 30, 2011. This means that no participant earned any additional pension benefits under the BHG Plan after December 31, 2013 (June 30, 2011 with respect to the BBC Plan).

If you are eligible for a pension benefit when you leave Bronson, the amount you will receive is based on your years of service with Bronson (and certain employers acquired by Bronson), your compensation from Bronson (and certain employers acquired by Bronson) before 2014, and the benefit formula that applies to you. Your benefit will be paid in one of the forms of payment discussed in the "FORM OF PAYMENT OF ACCRUED BENEFITS" section.

Bronson pays the full cost of your pension benefits by making annual contributions to the Plan. The amount of Bronson's annual contributions are determined by an independent actuarial firm. You will not be taxed on Bronson's contributions until the amounts are actually distributed to you in the form of a pension benefit.

This Summary Plan Description is broken up into three parts. The first part of the summary contains an explanation of the plan provisions that apply to all participants. The remaining two sections, titled APPENDIX A and APPENDIX B, contain a description of the provisions that apply only to the participants in one of the merged plans. APPENDIX A applies to participants who earned a benefit under the BHG Plan and APPENDIX B applies to participants who earned a benefit under the BBC Plan.

## KEY DEFINITIONS TO ASSIST YOUR UNDERSTANDING OF THE PLAN

The Plan uses a number of terms to describe your rights and benefits. Here are some of the more important terms:

- "Accrued benefit" is your pension benefit payable monthly for your lifetime (in the form of a single life annuity) beginning at normal retirement age (65) (and if you were a participant in the BBC Plan, the amount credited to your cash balance account as of a particular date, including the amount credited to your pension plan match account, if any, converted to a monthly benefit). To convert your cash balance account to a monthly benefit, your cash balance account is divided by a factor to determine an equivalent monthly payment. The factor is based on your age and assumptions about future interest rates and your life expectancy as provided by the IRS annually.
- "Benefit service" is the number of years of employment which is used to calculate the amount of your pension benefit under the Plan. The manner of calculating your benefit service is described in the "BENEFIT SERVICE" section of APPENDIX A or APPENDIX B.

- "Early retirement age" is age 55 with at least five years of vested service.
- "Hours of service" are hours of employment with Bronson that are counted for purposes of eligibility to receive benefits and to determine the amount of benefits. Hours of service are also used to determine vesting under the Plan. An "hour of service" includes:
  - Each hour that you work and for which you are paid. Overtime hours are credited on the basis of the number of hours actually worked, not the number of hours paid.
  - Vacations, holidays and other hours that you do not work but for which you
    receive pay. No more than 501 hours can be credited under this provision
    for a single continuous period of absence.
  - Each hour lost from work as a result of an authorized leave of absence for illness or injury, up to a maximum of eight hours per day or 40 hours per week. There are limits in the Plan on the amount of credit you will receive while on an authorized leave of absence.
  - Each hour for which you receive back pay. However, you will not receive credit for more than 501 hours for a time period that you would not have been scheduled to work.
  - Each hour of work you miss as a result of military service, provided you return to Bronson while your rehire rights are protected by law.
- "Normal retirement age" is age 65.
- "Payroll year" is the period during the plan year which includes all pay periods ending during the plan year. Consequently, a payroll year will include certain hours worked and compensation earned late in the prior plan year and will exclude some hours and compensation earned at the end of the current plan year.
- "Plan year" is the fiscal year of the Plan, which is January 1 through December 31.
- "Spouse" means a person to whom you are legally married. The determination of whether you are legally married is based upon the laws of the state or country in which the marriage occurred. This may include a marriage to a person of the same or opposite gender.
- "Vested service" is the number of years of employment which is used to determine your eligibility for benefits under the Plan. You will be fully vested after you have at least five (three with respect to any benefit you earned under the BBC Plan) years of vested service under the Plan. The calculation of your vested service is described in the "VESTED SERVICE" section.

## HOW TO BECOME A PARTICIPANT IN THE PLAN

All benefits under the BHG Plan were "frozen" as of December 31, 2013 (June 30, 2011 with respect to any benefit you earned under the BBC Plan). If you were a participant in one of the Plans as of December 31, 2015, you will continue to participate in the Plan. But because the Plan is "frozen," you will not earn any additional benefits after December 31, 2013 (June 30, 2011 with respect to any benefit you earned under the BBC Plan).

No employee can initially become a participant in the Plan after December 31, 2013.

## VESTED SERVICE

## Why Vested Service is Important

"Vested service" is employment with Bronson and its affiliates and subsidiaries (whether or not they are a participating employer in the Plan) which determines whether you are eligible to receive your accrued benefit under the Plan. If you are eligible to receive a benefit, the term "vested" means that you will receive your accrued benefit no matter when or why you stop working for Bronson. However, even if you are vested, the only benefits payable to anyone if you die before you begin to receive your accrued benefit are the death benefits described in the "PRERETIREMENT DEATH BENEFITS FOR SURVIVING SPOUSES" section.

If you reach your normal retirement age while working for Bronson, you are eligible to receive your accrued benefit. If you stop working for Bronson before reaching your normal retirement age but you have at least five (three with respect to any benefit you earned under the BBC Plan) "years of vested service," you are also eligible to receive your accrued benefit. However, if you stop working for Bronson and its affiliates and subsidiaries before reaching your normal retirement age or having five (three with respect to any benefit you earned under the BBC Plan) years of vested service, you will not receive your accrued benefit.

For your employment with Bronson and its affiliates and subsidiaries on and after January 1, 2002, you will receive one "year of vested service" for each plan year in which you are credited with at least 1,000 hours of service. Your years of vested service earned with an affiliate or subsidiary of Bronson prior to the date the entity became an affiliate or subsidiary of Bronson are included in determining your vested service, except that years of vested service earned with Lakeview Community Hospital and Healthcare Midwest, P.C. are not included. Different rules apply to determine your years of vested service prior to January 1, 2002.

#### **BENEFIT SERVICE**

No participant is credited with any additional benefit service under the Plan. See APPENDIX A for a description of how benefit service was calculated under the BBC Plan or APPENDIX B for a description of how benefit service was calculated under the BHG Plan prior to the merger.

## CALCULATION OF ACCRUED BENEFIT

All participants' benefits are frozen under the Plan. See APPENDIX A for an explanation of how your accrued benefit was calculated under the BBC Plan prior to July 1, 2011 and APPENDIX B for an explanation of how your accrued benefit was calculated under the BHG Plan prior to January 1, 2014.

## YOUR ACCRUED BENEFIT IF YOU RETIRE AT NORMAL RETIREMENT AGE OR LATER

#### **Normal Retirement Benefit**

Your normal retirement age is age 65. If you are employed by Bronson when you reach normal retirement age, you are eligible to receive your accrued benefit (see the "CALCULATION OF ACCRUED BENEFIT" section) when you retire.

You are not required to terminate employment to receive your normal retirement benefit. If you continue to be employed by Bronson after your normal retirement age, you may apply to begin receiving your normal retirement benefit while you are employed. Alternatively, you may wait until your actual retirement to begin receiving your normal retirement benefit. If you are eligible, your normal retirement benefit will begin on the first day of the month after you apply to receive your normal retirement benefit.

#### **Late Retirement Benefit**

Because the Plan is "frozen," your pension benefit will generally not increase if you continue to work beyond your normal retirement age. Your pension benefit will be determined as of the earlier of the date you retire or December 31, 2013 (or June 30, 2011 with respect to any benefit you earned under the BBC Plan). But, your cash balance account in the BBC Plan will continue to be credited with interest credits until your benefit begins. However, if your pension benefit does not begin to be paid when you reach normal retirement age, the amount of your pension benefit will increase because your pension benefits will be paid over a shorter period than if you had begun receiving benefits at your normal retirement date.

## Form of Payment

Your normal retirement benefit will be paid in one of the methods described in the "FORM OF PAYMENT OF ACCRUED BENEFITS" section.

## YOUR ACCRUED BENEFIT IF YOU RETIRE EARLY

You may elect to retire early if you have attained your "early retirement age." Early retirement age is age 55 with at least five years of vested service. Your early retirement benefit will be an amount equal to your accrued benefit as of your retirement date (see the "CALCULATION OF ACCRUED BENEFIT" section), unless reduced as described below for payment before age 65.

You may elect to receive the early retirement benefit on the first day of any month after your early retirement but before you reach age 65 (normal retirement age). You may also elect to begin receiving your early retirement benefit upon attaining age 62 while you are still employed. However, if you elect to begin receiving your pension benefit before age 65, your monthly pension benefit will be reduced because your pension benefits will be paid over a longer period than if you had waited to receive benefits until age 65. The reduction is .4167 of 1% for each month that your pension benefit begins before the first day of the month after you reach age 65.

For example, assume that your pension benefit is \$600 per month at age 65, and that you decide to retire at age 58 and begin receiving your pension benefit right away. Your \$600 pension benefit is reduced by 35% for the 84 months between age 58 and age 65. Your pension benefit at age 58 would be \$390 per month. This amount is then added to the monthly value of your cash balance account (if you do not elect to receive it in a lump sum) to determine the total amount of your early retirement benefit.

Payment of your early retirement pension will be made in one of the methods described in the "FORM OF PAYMENT OF ACCRUED BENEFITS" section.

## YOUR ACCRUED BENEFIT IF YOU BECOME DISABLED

You are eligible for a disability benefit from the Plan if you terminate employment with Bronson because you have a "total disability" after you have completed at least five years of vested service (three years with respect to any benefit you earned under the BBC Plan).

You must qualify for Social Security total and permanent disability benefits and be determined to be disabled by the plan administrator. But no benefits will be paid during a time that you are receiving temporary disability benefits under a program to which Bronson has contributed. If you receive a lump sum settlement from workers' compensation, no disability benefit will be paid until your workers' compensation payments would have stopped if you had received the lump sum payment spread out over weekly pay periods at the maximum weekly rate allowed by law.

Your disability benefit will be your pension benefit as of your last day of work (plus your cash balance account, if any, under the BBC Plan).

The benefit will start as soon as administratively feasible after you are eligible for, and have applied for, a disability benefit. But no benefits are payable before the date you receive written notice from the Social Security Administration that you have a disability. (The date of disability in the written notice is irrelevant.)

The benefit will be payable for your lifetime in the form determined under the "FORM OF PAYMENT OF ACCRUED BENEFITS" section and will not change when you reach age 65 (normal retirement age). However, the amount of your monthly benefit will be reduced after you attain age 65 by 1% for each full plan year that you received benefits from the Plan prior to age 65. For example, if you begin receiving your disability benefit at age 50 and continue to receive it until age 65, your benefit will be reduced by 15% when you reach age 65.

The benefit you receive due to a disability will stop when your eligibility for Social Security disability benefits ends, the plan administrator determines that you are no longer disabled or if you take another job (unless it is specifically for the purpose of rehabilitation).

# YOUR ACCRUED BENEFIT IF YOU TERMINATE EMPLOYMENT BEFORE RETIREMENT

You are eligible for a "deferred vested" benefit if you have completed at least five years of vested service (three years with respect to any benefit you earned under the BBC Plan) and you terminate employment with Bronson before qualifying for any other benefits under the Plan. If you leave Bronson before completing five years of vested service (three years with respect to any benefit you earned under the BBC Plan), you will not be eligible for a benefit under the Plan.

Your deferred vested benefit will begin on the first day of the month after the later of the date you apply to receive your normal retirement benefit and attain age 65. However, you may elect to begin receiving your pension benefit at any time between age 55 and age 65. If you elect to receive your pension benefit between age 55 and age 65, the amount of your benefit will be reduced in the same manner as an early retirement pension (see "YOUR ACCRUED BENEFIT IF YOU RETIRE EARLY" section). If the lump sum value of your pension benefit does not exceed \$100,000, you may elect to receive your pension benefit at any time after your termination of employment no matter what age you are at that time. If you earned a benefit under both the BHG Plan and the BBC Plan you may receive a lump sum distribution of both benefits if they are each less than \$100,000. You may also elect to receive your cash balance account in the BBC Plan at any time after your termination of employment with Bronson no matter the amount or your age at the time.

Payment of your deferred vested benefit will be made in one of the methods described in the "FORM OF PAYMENT OF ACCRUED BENEFITS" section.

## FORM OF PAYMENT OF ACCRUED BENEFITS

#### **Automatic Forms of Distribution**

Unless you elect an alternative form of payment, the Plan provides for the following "automatic" forms of distribution:

• If you are married when your benefit begins, your benefit will be paid in the form of a "joint and survivor annuity." This form of benefit pays you a reduced monthly benefit for your life and, after your death, 50% of your

benefit to your surviving spouse for his or her life. Your surviving spouse must be the same person to whom you are married when your benefits begin. No benefits are paid after your death if your spouse does not survive you. In addition, no benefits are paid after your death if you and your spouse have been married less than one year at the time of your death.

• If you are unmarried, your benefit will be paid in the form of a "single life annuity." This form of benefit pays you your full monthly pension benefit for your life. No benefits are paid after your death.

You may waive the "automatic" form of distribution and elect an alternative form of benefit payment. However, if you are married, your election of an alternative form of payment is valid only if your spouse consents in writing to the waiver of the joint and survivor annuity within 180 days before your benefit payments begin. Your spouse's consent must be witnessed by a Plan representative or by a notary public.

#### **Alternative Forms of Distribution**

If you (and your spouse, if you are married) waive the automatic form of payment, you may elect instead to receive your benefit in one of the following forms:

#### **Single Life Annuity**

As described above.

## 10-Year Period Certain and Life Annuity

A ten-year period certain and life annuity pays you a reduced monthly benefit for your life, but guarantees a minimum of ten years of benefits. If you die before receiving the guaranteed payments, your spouse or other beneficiary will receive the balance of the payments. You may choose the person or persons to receive the benefits after your death. You may change your beneficiary at any time before your death.

#### Other Joint and Survivor Annuities

The joint and 50%, 75% or 100% survivor annuity pays you a reduced monthly benefit for life. After your death, your beneficiary will receive a monthly benefit equal to either 50%, 75% or 100% of the monthly benefit you received, for the remainder of his or her life. The amount of the reduction in your monthly benefit will depend on which of these alternatives you choose.

You must select your beneficiary before benefit payments begin. Your beneficiary cannot be changed after benefit payments begin. No benefits are paid after your death if your beneficiary does not survive you.

#### **Lump Sum**

A single lump sum payment of the present value of your benefit. This option is only available with respect to your pension benefit if the distribution of your pension benefit is less than \$100,000 (determined separately for the benefit you earned under the BHG Plan and the BBC Plan). You may elect to receive your cash balance account in the BBC Plan in a lump sum no matter how much your distribution is and no matter what form of payment you elect for the remainder of your pension benefit.

#### **Small Benefits**

If the lump sum value of your vested pension (including your cash balance account) is less than \$5,000, the amount of your benefits will be paid to you or your beneficiary in a single lump sum payment. The payment will be made as soon as administratively feasible after your termination of employment or death.

You have two choices with regard to this distribution:

- Receive a cash distribution (less 20% for income tax withholding); or
- Elect a direct rollover to a traditional IRA or another eligible retirement plan.

You will be provided an election form to make this choice. But a special rule applies if you fail to timely complete the election form and return it to the Human Resources Office. If this occurs and your vested benefit is more than \$1,000, your vested benefits will automatically be rolled over to a traditional IRA at Fidelity. The IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Any fees and expenses relating to the IRA will be deducted from the IRA.

You will receive a cash distribution only if the amount of your vested benefits is less than \$1,000 or you elect a cash distribution on the election form and timely return the election form to the Human Resources Office.

## **Payor of Benefits**

All lump sum benefits will be paid by PNC Bank out of the assets of the trust fund. Annuity payments may be paid out of the trust fund or by the purchase of an annuity contract from a licensed insurance company selected by Bronson.

## PRERETIREMENT DEATH BENEFITS FOR SURVIVING SPOUSES

Your spouse will receive a monthly benefit for his or her life if you die before receiving any part of your pension, but after satisfying one of the following requirements:

- You have worked for Bronson after reaching normal retirement age or early retirement age.
- You have at least five years of vested service (three years of vested service with respect to any benefit you earned under the BBC Plan) and worked for Bronson on or after January 1, 1989.

Your spouse's monthly benefit is 50% of the monthly benefit to which you would have been entitled if you retired on the date of your death and elected to receive benefits in the form of a joint and 50% survivor annuity.

If you die <u>after</u> the first day on which you could have retired and received a retirement benefit (your "earliest retirement date"), the benefit will begin on the later of the first day of the month following your death and the date your spouse applies to receive the spouse's benefit. If you die <u>before</u> your earliest retirement date, your spouse's benefit will begin on the first day of the month following the later of your earliest retirement date and the date your spouse applies to receive the spouse's benefit.

Alternatively, instead of receiving monthly payments, your spouse may elect in writing to receive a lump sum payment of the value of the monthly benefit that you could have received in a lump sum at any time before the monthly payments begin. In addition, the surviving spouse of a former participant in the BBC Plan may elect to receive a lump sum payment of the portion of the death benefit earned by the participant under the BBC Plan.

The preretirement survivor annuity is the only death benefit payable under the Plan if you die before you receive benefit payments. If you are unmarried when you die, no death benefit is paid under the Plan if you die before you begin to receive benefit payments.

#### APPEAL PROCEDURE

You must file an application with the plan administrator to receive your benefits from the Plan. If your application for benefits is denied, in whole or in part, the plan administrator will give you written notice of the denial within 90 days after your claim is received, unless special circumstances require more time for processing the claim. If more processing time is required, the plan administrator will give you written notice of the extension before the initial 90-day period is completed. The extension will not be longer than 90 days from the end of the initial period.

You may make a written request to the plan administrator for a review of your denial. Your written request must be made within 60 days after the mailing date of your notice of denial or the date you receive your first benefit payment, whichever applies. You must refer to the Plan provisions on which your request is based and state the facts you believe justify a reversal or modification of the plan administrator's decision.

You may examine pertinent documents and submit pertinent issues in writing. You may have an authorized representative act for you in requesting a review. The plan administrator will review its decision denying benefits within 60 days after receiving your written request.

## **LEGAL ACTIONS**

You may not bring legal action to recover benefits under the Plan until:

- You submit an application for benefits to the plan administrator under the Plan;
- The plan administrator provides you with a written notice denying the claim, in whole or in part;
- You exhaust the appeal procedure above; and
- You exhaust all other appeals and remedies available under the Plan.

No legal action may be brought more than one year after you exhaust the Plan's appeal procedure. Any legal action against the Plan or Bronson must be brought in the Federal District Court for the Western District of Michigan.

#### **BREAKS IN SERVICE WITH BRONSON**

#### **Definition of Break in Service**

For the purposes of determining your years of vested service, you will have a "break in service" if you have less than 501 hours of service during a 12-consecutive-month period. If you go on a leave of absence approved by a Bronson, you will not have a break in service if you return to work immediately after the leave of absence ends.

If you leave Bronson because of your pregnancy, the birth of your child, adoption of your child or caring for your child immediately after the birth or adoption, you will be credited with your normal work hours for each day of the absence, up to a maximum of 501 hours. These hours will be credited in the year that you leave. However, if you already have at least 501 hours in that year, the hours will be credited in the next year. This rule applies only for preventing a break in service and does not apply to maternity or paternity leaves which began before 1985.

#### **Cancellation of Prior Service**

If you have a break in service with Bronson before you are vested in any benefits under the Plan (typically, before you have at least 5 years of vested service or 3 years of vested service with respect to your benefit under the BBC Plan ), your vested service will be canceled. The service which is canceled may be reinstated in some situations if you are reemployed by Bronson, as described in the next subsection.

## Recrediting of Service after a Break in Service

If you are rehired by Bronson following a break in service, your prior vested service will be reinstated in certain situations. Your previous vested service will be reinstated as soon

as you complete one year of vested service after your rehire, provided that you also meet one of the following conditions:

- You had vested benefits when your break in service began; or
- You are reemployed before you have five consecutive breaks in service.

If you do not meet either of the conditions above, you will be treated as a new employee and your previous vested service will not be reinstated. The rules are more restrictive if the break in service occurred before 1985. More information about these rules is available upon request.

## QUALIFIED DOMESTIC RELATIONS ORDER

If you become divorced, a portion of your pension benefit may be assigned to your former spouse under the terms of a qualified domestic relations order ("QDRO"). A QDRO is a court order that usually relates to a property settlement in a divorce. The QDRO may provide for a distribution to your former spouse of an assigned portion of your pension benefit.

The QDRO must satisfy certain legal requirements before it may be approved by the plan administrator. You may want to have the QDRO reviewed by the plan administrator before it is entered with the court. Copies of the Plan's QDRO procedures are available without charge from the plan administrator.

#### TERMINATION OR AMENDMENT OF THE PLAN

Although Bronson intends to continue the Plan from year to year, it reserves the right to amend or terminate the Plan at any time. If the Plan is terminated, the benefits you earned before the termination will be fully vested. The Plan assets will then be used to provide benefits to you and the other participants and to pay the expenses of the termination. If excess assets remain in the Plan after paying each participant the benefit earned before the Plan termination and paying all termination expenses, the excess amount will be returned to Bronson.

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. If the Plan terminates 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:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the Plan terminates; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- Some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- Benefits that are not vested because you have not worked long enough for Bronson Battle Creek and its affiliates and subsidiaries;
- Benefits for which you have not met all of the requirements at the time the Plan terminates;
- 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
- 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 the 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 www.pbgc.gov.

#### YOUR RIGHTS AS A PARTICIPANT

As a participant in the **Bronson Healthcare Retirement Plan**, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA").

#### **Plan Information and Benefits**

ERISA provides that all plan participants are entitled to:

• Examine, without charge, at the plan administrator's office all Plan documents, including summary plan descriptions 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 all Plan documents, including copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a 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 12 months. The plan administrator must provide the statement free of charge.

#### **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 the 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 a Participating Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

#### **Enforcement of Rights**

If your claim for benefits under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time limits. See the "APPEAL PROCEDURE" section for further information.

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 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 administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that the 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 the Plan, you should contact the plan administrator. If you have any questions about this statement ("YOUR RIGHTS AS A PARTICIPANT") or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest area office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefit 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 at 1-866-444-3272 or viewing its website at www.dol.gov/ebsa.

## OTHER BASIC INFORMATION ABOUT YOUR PENSION PLAN

Name of Plan: Bronson Healthcare Retirement Plan Name, Address and Telephone Number Bronson Healthcare Group, Inc. of Bronson: 601 John St. Box G Kalamazoo, MI 49007 (269) 341-6000 Bronson's Identification Number: 38-2418383 Plan Number: 004 Defined Benefit Pension Plan Type of Plan: Bronson administers the Plan with the aid of an Type of Administration: administrative committee. Plan Administrator: Bronson is the Plan Administrator. Name and Address of Agent for Service Retirement Committee of Legal Process: 601 John St, Box G Kalamazoo, MI 49007 Service of legal process may also be made on the Plan Administrator or the Trustees. Name and Address of Trustee: PNC Bank Retirement Plan Services 755 West Big Beaver Road Troy, MI 48084 Fiscal Year of Plan: January 1 through December 31

## APPENDIX A - PROVISIONS APPLICABLE TO BBC PLAN PARTICIPANTS

## **KEY DEFINITIONS**

- "Cash balance account" is a bookkeeping account that includes:
  - Pay credits made to the BBC Plan on and after July 1, 2010 and prior to June 30, 2011, plus interest credits; and
  - The amount credited to your pension plan match account in the BBC Plan as of June 30, 2009, plus interest credits.
- "Pension benefit" is your accrued benefit under the Plan as of June 30, 2010, excluding your cash balance account, if any, and any interest credits to your cash balance account.
- "Pension plan match account" means a bookkeeping account that was credited with matching contributions made by Battle Creek Hospital prior to July 1, 2009, plus interest credits. Only participants who made elective contributions to the Trinity Health 403(b) Retirement Savings Plan prior to July 1, 2009 have a pension plan match account.
- "Prior plan" means the Retirement Plan for Employees of the Joint Ventures of the Sisters of Mercy Regional Community of Detroit as it existed prior to January 1, 2002.

#### **BENEFIT SERVICE**

## Why Benefit Service is Important

"Benefit service" is employment with Battle Creek Hospital prior to July 1, 2010 which is used to determine the amount of your pension benefit.

#### **How Benefit Service is Calculated**

You generally earned benefit service based on the hours of service you earned in each plan year that you were an active employee of Battle Creek Hospital prior to July 1, 2010 and a participant in the Plan. You were credited with one year of benefit service when you worked 1,800 hours of service or more. Partial benefit service was granted for plan years during which you completed less than 1,800 hours of service as follows:

#### **Hours of Service as an Active Benefit Service Granted During Plan Year Participant During Plan Year** Less than 1 0.0 year 1-199 0.1 year 200-399 0.2 year 400-599 0.3 year 600-799 0.4 year 800-999 0.5 year 1,000-1,199 0.6 year 1,200-1,399 0.7 year 1,400-1,599 0.8 year 1,600-1,799 0.9 year 1,800 or more 1.0 year

Between July 1, 2010 and June 30, 2011, your hours of service were only taken into account for purposes of determining your "points" and the level of pay credits to your cash balance account (and calculating your vested service).

## HOW TO CALCULATE VESTED SERVICE AND BENEFIT SERVICE

This section provides an example of the rules in the "VESTED SERVICE" and "BENEFIT SERVICE" sections concerning the calculation of years of vested service and benefit service. If you were hired just before the end of the 2002 plan year and had the following hours of service with Battle Creek Hospital and Bronson Battle Creek each year, your total years of vested service and benefit service under the Plan as of the end of the 2011 plan year would be determined as follows:

<b>Year</b>	<b>Hours of Service</b>	<b>Vested Service</b>	<b>Benefit Service</b>
2002	260	0	.2
2003	907	0	.5
2004	1,213	1	.7
2005	1,788	1	.9
2006	1,821	1	1.0
2007	2,083	1	1.0
2008	1,274	1	.7
2009	438	0	.3
2010	1,011*	1	.3
2011	1,925	1	0

<sup>\*</sup> Assumes that you had 506 hours in 2010 through June 30.

As of the end of the 2011 plan year, you would have earned seven years of vested service and 5.6 years of benefit service.

## CALCULATION OF ACCRUED BENEFIT

This section explains how the amount of your accrued benefit is calculated. However, whether you are eligible to receive a benefit, and how much of the benefit you will receive if your employment with Bronson and its affiliates and subsidiaries terminates, is explained in other parts of this Summary Plan Description (see the "VESTED SERVICE" section for an explanation of vesting; see the following four sections for an explanation of when you are eligible to receive your accrued benefit). The terms used in explaining the calculation of your accrued benefit that have not already been defined in this summary are defined on the next 4 pages.

Your accrued benefit is the sum of the pension benefit you earned as of June 30, 2010 and the amount credited to your cash balance account as of the date the determination is made.

#### **Pension Benefit**

The pension benefit you earned as of June 30, 2010 is an annual benefit equal to your accrued benefit earned under the prior plan as of December 31, 2001 multiplied by a pay adjustment factor to take into account any increase in your "final average pay" after December 31, 2001 and before December 31, 2011, plus your accrued benefit earned between January 1, 2002 and June 30, 2010 determined as follows:

- 1% of your "final average pay" to the extent it does not exceed ½ of your "final average Social Security taxable wage base" multiplied by your "years of benefit service" earned after December 31, 2001 and before June 30, 2010; plus
- 1.5% of your "final average pay" in excess of ½ of your "final average Social Security taxable wage base" multiplied by your years of "benefit service" earned after December 31, 2001 and before June 30, 2010, up to 35\*.

#### **Cash Balance Account**

Your cash balance account is equal to the sum of:

- The pay credit made for the period from July 1, 2010 to June 30, 2011;
- The amount credited to your pension plan match account as of December 31, 2010; and
- An interest credit determined as of December 31 of each year beginning on or after January 1, 2011\*.

<sup>\*</sup>For purposes of determining whether the 35 years of benefit service maximum has been reached, your years of benefit service earned prior to December 31, 2001 shall be counted.

<sup>\*</sup>For 2010, an interest credit was added to your pension plan match account at the end of each quarter.

#### **Definitions**

The terms used in calculating your accrued benefit have the following meanings:

- "Final average pay" generally means the average of your plan compensation from Battle Creek Hospital during the five payroll years of employment during which your plan compensation was greatest. No compensation paid in a payroll year beginning after December 31, 2010 is included in determining your final average pay. If, however, you are a transition adjustment eligible participant, and you earn at least one hour of service after January 1, 2011 and before July 1, 2011, your 2010 plan compensation will be treated as having increased by 3% for the 2011 plan year and your deemed 2011 plan compensation will be included for purposes of determining your final average pay and your pension benefit.
- "Final average Social Security taxable wage base" means the Social Security taxable wage base established by the Internal Revenue Service (IRS) on which Social Security taxes are paid. In order to coordinate with Social Security benefits, the pension benefit formula uses a certain percentage of final average pay up to one-half of your final average Social Security taxable wage base, and a higher percentage of final average pay above that point.

Unless you are a transition adjustment eligible participant (an employee of Battle Creek Hospital on July 1, 2010, who was 100% vested in his or her pension benefit as of June 30, 2010, and whose age plus benefit service on June 30, 2010 equals 60 or more), your final average Social Security taxable wage base will not change after December 31, 2010. Your final average Social Security taxable wage base is the average of the Social Security taxable wage base for the five consecutive plan years ending on the earliest of: (1) your severance from employment with Battle Creek Hospital (including the Social Security taxable wage base for the year in which your employment terminates), (2) the date you no longer are working for Battle Creek Hospital, (3) the date payment of your accrued benefit begins (including the Social Security taxable wage base for the year in which payment begins), and (4) December 31, 2010.

If you are a transition adjustment eligible participant and you earn at least one hour of service between January 1, 2011 and June 30, 2011, the Social Security taxable wage base as in effect for 2010 is deemed to increase by 3% for 2011. The 3% increase is not an actual increase in the Social Security taxable wage base. In no event will any deemed increase in the Social Security taxable wage base for 2011 result in a reduction in your accrued benefit as of December 31, 2010.

• "Interest credit" means an amount credited to your cash balance account each plan year until your cash balance account is distributed to you. The

interest credit rate for each plan year beginning prior to January 1, 2011 was the five year US Treasury constant maturity rate for September of the preceding year. The interest credit rate for the plan year beginning January 1, 2011 was 1.41%. The interest credit rate for plan years beginning on or after January 1, 2012 is the annual interest rate on 30 year treasury bonds for the month of September for the preceding year. The interest credit rate for the plan year beginning January 1, 2012 is 3.18%.

- "Pay adjustment factor" means a factor that is applied to your accrued benefit under the prior plan as of December 31, 2001, to update your pension benefit for increases in your plan compensation that take place after 2001. It is the ratio (not less than one) of your final average pay divided by your final average pay at December 31, 2001 (final average pay at December 31, 2001 is defined as "final average earnings" under the prior plan prior to January 1, 2002). Please contact Bronson Human Resources if you have questions regarding how your accrued benefit under the prior plan as of December 31, 2001 is calculated.
- "Pay credits" means the amount credited to your cash balance account for the plan years ending December 31, 2010 and December 31, 2011, equal to your plan compensation for that plan year multiplied by your pay credit percentage for the plan year. For the 2010 plan year, plan compensation for this purpose is plan compensation from July 1, 2010 to December 31, 2010. For example, if you are paid biweekly, it would be plan compensation for the 14<sup>th</sup> through the 26<sup>th</sup> payroll periods. For the 2011 plan year, plan compensation for this purpose is generally plan compensation for the first half of 2011. No amount paid to you after June 18, 2011 will be included in your plan compensation for the 2011 plan year.
- "Pay credit percentage" is determined from the following table:

<b>Points</b>	Pay Credit Percentage
Less than 45	3%
At least 45 but less than 65	5%
65 or more	7%

For purposes of determining your pay credit percentage:

- For the period beginning July 1, 2010 and ending December 31, 2010, your points are determined as of June 30, 2010.
- For the plan year beginning on January 1, 2011, your points are determined as of December 31, 2010.

• "Plan compensation" generally means your annualized W-2 wages during the payroll year plus your 403(b) contributions and any contributions you make to any flexible benefit plan maintained by your employer, but excluding any severance payments, cashouts of paid time off or other special payments.

The plan compensation used for determining benefits under the plan is limited by the federal government. The annual limit was \$245,000 for 2010 and 2011. This limit is referred to herein as the "compensation limitation."

The plan compensation used for determining the pay credit to your cash balance account for the plan year ending December 31, 2010 was determined beginning with the first payroll that was paid on or after July 1, 2010 (or, if different, the fourteenth payroll of 2010 for bi-weekly payroll periods, the seventh payroll of 2010 for monthly payroll periods, and the thirteenth payroll of 2010 for semi-monthly payroll periods) and ending with the last payroll that is paid on or before December 31, 2010 and is limited to ½ of the compensation limitation in effect for the 2010 plan year (i.e., \$122,500). The plan compensation used for determining the pay credit to your cash balance account for the plan year beginning January 1, 2011 was determined ending with the last payroll that was paid on or before June 18, 2011.

- "Points" means the sum of your age (in years and completed months calculated to 4 decimal places) and benefit service.
- "Transition adjustment eligible participant" means a participant who was an employee of Battle Creek Hospital on July 1, 2010, was 100% vested in his or her pension benefit as of June 30, 2010, and who had at least 60 points as of June 30, 2010.

## **Pension Benefit Calculation Example**

#### Assume:

- You earned a monthly pension benefit of \$218.75 (\$2,625 annually) and had 10 years of benefit service credit as of December 31, 2001 under the prior plan;
- You had final average pay of \$25,000 as of December 31, 2001;
- You earned 8 years of benefit service under the Trinity Health Pension Plan (all earned after December 31, 2001);
- You had final average pay as of June 30, 2010 of \$52,000; and

• That one-half of your final average Social Security taxable wage base equals \$50,000.

Your pension benefit equals:

<u>Formula</u>	<b>Calculation</b>		Annual Amount
Your pension benefit as of December 31, 2001 under the prior plan, multiplied by a pay adjustment factor through December 31, 2011.	(\$52,000 x 1.03) ÷ \$25,000 x \$2,625)	=	\$5,623
1.0% of final average pay (up to one-half of your final average Social Security taxable wage base) multiplied by benefit service earned after December 31, 2001 through June 30, 2010.	1.0% x \$50,000 x 8	=	\$4,000
Plus 1.5% of final average pay (over one-half of	1.5% x (\$52,000 - \$50,000)		
your final average pay (over one-hair of your final average Social Security taxable wage base) multiplied by benefit service (to a maximum of 35 years) earned after December 31, 2001 through June 30, 2010.	x 8	=	\$240
TOTAL ANNUAL BENEFIT			\$9,863
TOTAL MONTHLY BENEFIT	\$9,863/12	=	\$822

## **Pay Credit Calculation Example**

Assume you earn \$55,000 during the 2010 plan year. As of June 30, 2010 you are 50 years and 6 months old (or 50.5 as a decimal age), and have 10.6 years of benefit service.

- Your points equal 61.1. This is calculated by adding your age plus years of benefit service as of June 30, 2010 (50.5 + 10.6 = 61.1).
- You earn pay credits as a percentage of your plan compensation beginning July 1, 2010 and ending June 30, 2011.
- Because you have 61.1 points, your pay credit percentage for 2010 is 5%.
- The pay credit to your cash balance account for 2010 is \$1,375 (5% x \$27,500 (your 2010 plan compensation from July 1, 2010 through December 31, 2010)).
- At the end of 2010, you have \$1,375 in your cash balance account.
- In 2011, assume your annual compensation has increased to \$57,000 and your plan compensation from January 1, 2011 through June 18, 2011 is \$28,500.

- As of December 31, 2010, you have earned 0.4 years of additional benefit service and you are  $\frac{1}{2}$  of a year older. Therefore, you have 62 Points as of December 31, 2010 (51 +11 = 62).
- The pay credit to your cash balance account for 2011 is \$1,425 (5% x \$28,500).

## **Interest Credit Calculation Example**

Assuming the same facts in the example above:

- Interest credits, at a stated rate, would be added to your cash balance account as of December 31, 2010. Let's assume the interest rate is 1.41%. Because your cash balance account as of December 31, 2010 is \$1,375, \$19.39 in interest credits will be made to your cash balance account for 2011 (\$1,375 x 1.41% = \$19.39).
- As of December 31, 2011, you have \$2,819.39 in your cash balance account (\$1,375 + \$1,425 + \$19.39 = \$2,819.39).
- Assume the interest rate is 3.18% for 2012. The interest credit to your cash balance account for 2012 will be \$89.66 (\$2,819.39 x 3.18%).

If you terminate employment with Bronson Battle Creek prior to the end of the plan year and are eligible for a distribution of your cash balance account, you will receive interest credits for a partial year to your distribution date.

## **Interest Credits for a Partial Year equal:**

Your cash balance account as of the end of the previous plan year

## Multiplied by

The applicable interest rate multiplied by (the number of months from January 1 to the distribution date divided by 12)

## **Interest Credit Calculation Example**

Let's assume you had a cash balance account balance of \$1,000 at the end of the previous Plan Year and the interest rate is 3.18%. You terminate employment and are vested in your cash balance account. Your distribution date is April 1. The interest credit on your cash balance account is calculated as follows:

#### **Interest Credit Calculation to the Distribution Date:**

Interest Credit Formula	<b>Amount</b>
Your cash balance account balance as of the end of the previous Plan Year	\$1,000
Multiplied by	X
The applicable interest rate	.0318
Multiplied by	X
3 months divided by $12 = .25$	.25
TOTAL INTEREST CREDIT TO THE APRIL 1 DISTRIBUTION DATE	\$7.95

If you decide not to take a distribution of your cash balance account, you will earn an interest credit for the entire year as illustrated below.

## **Interest Credit Calculation at the End of the Year:**

Interest Credit Formula	<b>Amount</b>
Your cash balance account balance as of the end of the previous Plan Year	\$1,000
Multiplied by	X
The applicable interest rate	.0318
TOTAL INTEREST CREDIT YEAR-TO-DATE	\$31.80

In the example shown above, your interest credit on your cash balance account at the end of the year will be \$31.80.

If you have a pension plan match account as of June 30, 2009, interest credits will continue to be made to your pension plan match account after June 30, 2009, up to the date it is distributed.

## APPENDIX B - PROVISIONS APPLICABLE TO PARTICIPANTS IN THE BRONSON HEALTHCARE GROUP, INC. RETIREMENT PLAN

#### **BENEFIT SERVICE**

#### Why Benefit Service is Important

"Benefit service" is employment with Bronson which is used to determine the amount of your pension benefit. However, because benefits were "frozen" as of December 31, 2013, you will not earn any additional years of benefit service after December 31, 2013 for purposes of calculating your pension benefits.

#### **How Benefit Service is Calculated**

For your employment with Bronson on or after January 1, 1976 and before January 1, 2014, you will receive one "year of benefit service" for each plan year in which you are credited with at least 1,994 hours of service. If you have less than 1,994 hours of service in a plan year, you will be credited with a portion of a year of benefit service as follows:

Hours of Service in a Calendar Year	Benefit Service
Less than 1,000	0
1,000 - 1,126	0.5
1,127 - 1,299	0.583
1,300 - 1,473	0.667
1,474 - 1,646	0.750
1,647 - 1,819	0.833
1,820 - 1,993	0.917
1,994 or more	1.0

If you complete at least 86 hours of service for Bronson during any payroll year that ends before January 1, 2014 and after you reach your early retirement age, for the last payroll year of employment that precedes or includes the date you first begin receiving your basic pension benefit, you will receive partial credit for such year even if you have less than 1,000 hours of service, as follows:

<b>Hours of Service</b>	<b>Benefit Service</b>
Less than 86	0
86 - 259	0.083
260 - 433	0.167
434 - 606	0.250
607 - 779	0.333
780 - 953	0.417
954 - 1.000	0.500

For your employment with Bronson before January 1, 1976, you will be credited with benefit service based on the Plan provisions in effect before January 1, 1976.

## **Special Rule for IBA Employees**

If you were an employee of IBA Health & Life Assurance Company ("IBA") who first became a participant in the Plan on January 1, 2000, you were credited with a full year of benefit service for the Plan Year ending December 31, 1999 provided you completed at least 1,000 hours of service for IBA during the 1999 calendar year.

#### HOW TO CALCULATE VESTED SERVICE AND BENEFIT SERVICE

This section provides an example of the rules in the "VESTED SERVICE" and "BENEFIT SERVICE" sections concerning the calculation of years of vested service and benefit service. If you were hired just before the end of the 1995 plan year and had the following hours of service with Bronson each year, your total years of vested service and benefit service under the Plan as of the end of the 2004 plan year would be determined as follows:

<b>Year</b>	<b>Hours of Service</b>	<b>Vested Service</b>	<b>Benefit Service</b>
1995	260	0	0
1996	907	0	0
1997	1,213	1	0.583
1998	1,788	1	0.833
1999	1,821	1	0.917
2000	2,083	1	1.0
2001	1,274	1	0.583
2002	438	0	0
2003	1,011	1	0.5
2004	1,925	1	0.917

As of the end of the 2004 plan year, you would have earned seven years of vested service and 5.333 years of benefit service.

## CALCULATION OF PENSION BENEFIT

This section explains how the amount of your basic pension benefit is calculated. However, whether you are eligible to receive a benefit, and how much of the benefit you will receive if your employment with Bronson terminates, is explained in other parts of this Summary Plan Description (see the "VESTED SERVICE" section for an explanation of vesting; see the following four sections for an explanation of when you are eligible to receive your basic pension benefit).

Your basic pension benefit is an annual amount determined by adding the benefit you earned as of December 31, 2004 to the benefit you earn between January 1, 2005 and the earlier of December 31, 2013 and the date you terminate employment with Bronson.

#### Pre - 2005 Basic Pension Benefit

The basic pension benefit you earned as of December 31, 2004 is an annual benefit equal to the amount determined as follows:

- .95% of your "final average pay" on December 31, 2004 to the extent it does not exceed \$43,950 (which is ½ of the Social Security taxable wage base for 2004); plus
- 1.5% of your "final average pay" on December 31, 2004 in excess of \$43,950 (which is ½ of the Social Security taxable wage base for 2004);
- Multiplied by your "years of benefit service" as of December 31, 2004, up to 35.

#### Post – 2004 Basic Pension Benefit

The basic pension benefit you earn for each year beginning on and after January 1, 2005 and before January 1, 2014 is an annual benefit equal to the amount determined as follows:

- .95% of your creditable compensation for the year to the extent it does not exceed ½ of the Social Security taxable wage base for the year; plus
- 1.5% of your creditable compensation for the year in excess of ½ of the Social Security Taxable Wage Base for the year;
- Multiplied by your benefit service for the plan year (not in excess of 1).

#### **Definitions**

The terms used in calculating your basic pension benefit have the following meanings:

- "Final average pay" generally means the average of your creditable compensation from Bronson during the five consecutive payroll years in the last ten payroll years of employment during which your compensation was greatest. No compensation paid in payroll years beginning after December 31, 2003 is included in determining your final average pay.
- "Creditable compensation" generally means your annualized wages subject to withholding during the preceding payroll year. However, for years prior to 2003, your creditable compensation equaled your base annual rate of pay from Bronson, plus the productivity salary paid to you by Bronson in the prior year.

#### Example

Here is an example of how your basic pension benefit is calculated. Assume you became a participant in the Plan on January 1, 1992. Also assume your creditable compensation

and hours for each year between January 1, 1992 and September 15, 2009 when you retire at age 65 are as follows:

Calendar	January 1	<b>Total Gross</b>	Annualized Creditable	Hours of	<b>Benefit</b>	Social Security	½ Social
Year	Base Pay	Compensation	<u>Compensation</u>	<u>Service</u>	Service	Wage Base	Security
	Rate		Applicable to each				Wage Base
			calendar year				
1992	\$11.32		\$23,545.60	1,325	0.667	\$55,500	\$27,750
1993	\$11.54		\$24,003.20	2,080	1.000	\$57,600	\$28,800
1994	\$12.02		\$25,001.60	2,080	1.000	\$60,600	\$30,300
1995	\$12.50		\$26,000.00	2,080	1.000	\$61,200	\$30,600
1996	\$12.98		\$26,998.40	2,080	1.000	\$62,700	\$31,350
1997	\$13.70		\$28,496.00	2,080	1.000	\$65,400	\$32,700
1998	\$14.90		\$30,992.00	2,080	1.000	\$68,400	\$34,200
1999	\$15.87		\$33,009.60	2,080	1.000	\$72,600	\$36,300
2000	\$17.31		\$36,004.80	2,080	1.000	\$76,200	\$38,100
2001	\$18.27		\$38,001.60	2,080	1.000	\$80,400	\$40,200
2002	\$19.47	\$41,000	\$40,497.60	2,080	1.000	\$84,900	\$42,450
2003		\$42,000	\$41,000.00	2,080	1.000	\$87,000	\$43,500
2004		\$44,000	\$42,000,00	2,080	1.000	\$87,900	\$43,950
2005		\$46,000	\$44,000.00	2,080	1.000	\$90,000	\$45,000
2006		\$50,000	\$46,000.00	2,080	1.000	\$94,200	\$47,100
2007		\$52,000	\$50,000.00	2,080	1.000	\$97,500	\$48,750
2008		\$55,000	\$52,000.00	2,080	1.000	\$102,000	\$51,000
2009		\$35,000	\$55,000.00	1,562	0.750	\$106,800	\$53,400

#### **Accrued Benefit is the Sum of:**

#### (A) Accrued benefit at 12/31/2004

Your final average pay would equal \$39,500.80 (average of 2000-2004) and your credited service would be 12.667 (total 1992-2004). Your basic pension benefit as of December 31, 2004 would equal \$4,753.39 (\$39,500.80 x .95% x 12.667).

## (B) "Year-by-Year" Accruals for each calendar year after 2004

## Benefit in 2005

Earning 1 year of benefit service, the benefit you accrue for 2005 would equal \$418.00 (\$44,000 x .95% x 1.000)

#### Benefit in 2006

Earning 1 year of benefit service, the benefit you accrue for 2006 would equal \$437.00 (\$46,000 x .95% x 1.000)

## Benefit in 2007

Earning 1 year of benefit service, the benefit you accrue for 2007 would equal \$481.88 (( $$48,750 \times .95\% + $1,250 \times 1.5\%$ ) x 1.000)

## Benefit in 2008

Earning 1 year of benefit service, the benefit you accrue for 2008 would equal \$499.50  $((\$51,000 \times .95\% + \$1,000 \times 1.5\%) \times 1.000)$ 

## Benefit in 2009

Earning 0.75 year of benefit service, the benefit you accrue for 2009 would equal \$398.48 (( $\$53,400 \times .95\% + \$1,600 \times 1.5\% = \$531.30$ ) x .750)

Your basic pension benefit after 12/31/2004 is \$2,234.86 (\$418.00 + \$437.00 + \$481.88 + \$499.50 + \$398.48)

#### (B) Total Pension Benefit

Therefore, your total basic pension benefit would be \$6,988.25 (\$4,753.39 + \$2,234.86).

If your final average pay had been \$60,000 at 12/31/2004, your basic pension benefit as of December 31, 2004 would equal \$8,338.37 (\$43,950 x .95%) + ((\$60,000 - \$43,950) x 1.5% x 12.667). Assuming your creditable compensation for years after 2004 was still the amount described in the example above, the benefit you accrue after 2004 would still be \$2,234.86 for a total pension benefit of \$10,573.23 (\$8,338.37 + \$2,234.86).

This formula assumes that you will receive your benefits in the form of a single life annuity. If payment is made in a different form (see the "FORM OF PAYMENT OF ACCRUED BENEFITS" section), the benefit will be reduced.