# **SUMMARY PLAN DESCRIPTION**

FOR

FLORIDA HOSPITAL ASSOCIATION, INCORPORATED MONEY PURCHASE PENSION PLAN

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## SUMMARY PLAN DESCRIPTION

#### 1) GENERAL

The legal name, address and Federal employer identification number of the Employer are -

Florida Hospital Association, Inc. 306 East College Ave. Tallahassee, FL 32301-1522

The legal name, address and Federal employer identification number of the Participating Employers are –

59-0690327

EIN:

Florida Hospital Association Management Corporation, Inc.
Insurance Benefits, Inc. dba The Farmington Company of Florida
Florida Hospital Research and Education Foundation, Inc.

307 Park Lake Circle
Orlando, FL 32803

The Employer maintains a retirement plan ("Plan") to supplement your income upon retirement. In addition to retirement benefits, the Plan may provide benefits in the event of your death or disability, or in the event of your termination of employment prior to normal retirement. If after reading this summary you have any questions, please ask the Plan Administrator. We emphasize this Summary Plan Description ("SPD") is a highlight of the more important provisions of the Plan. If there is a conflict between a statement in this SPD and in the Plan, the terms of the Plan control.

# 2) PLAN IDENTIFICATION

The Plan is known as -

# Florida Hospital Association, Incorporated Money Purchase Pension Plan

The Employer has assigned 003 as the Plan identification number. The plan year is the period on which the Plan maintains its records which is the twelve consecutive month period beginning every January 1 and ending every December 31.

# 3) TYPE OF PLAN

The Plan is commonly known as a money purchase pension plan. Section (8), "Employer's Contributions", explains how you share in the Employer's annual contributions to the trust fund and the extent to which the Employer has an obligation to make annual contributions to the trust fund.

Under this Plan, there is no fixed dollar amount of retirement benefits. Your actual retirement benefit will depend on the amount of your account balance at the time of retirement. Your account balance will reflect the annual allocations, the period of time you participate in the Plan and the success of the Plan in investing and reinvesting the assets of the trust fund.

Furthermore, a governmental agency known as the Pension Benefit Guaranty Corporation (PBGC) insures the benefits payable under plans that provide for fixed and determinable retirement benefits. The Plan does not provide a fixed and determinable retirement benefit. Therefore, the PBGC does not include this Plan within its insurance program.

#### 4) PLAN ADMINISTRATOR

The Employer is the Plan Administrator. The Employer has appointed Fran Owens in Tallahassee and Kaye Lynn Mattern in Orlando to assist the Employer with the duties of Plan Administrator. You may contact Fran Owens at (850) 222-9800 and Kaye Lynn Mattern at (407) 841-6230. The Plan Administrator is responsible for providing you and other participants information regarding your rights and benefits under the Plan. The Plan Administrator also has the primary authority for filing the various reports, forms and returns with the Department of Labor and the Internal Revenue Service.

The name of the person designated as agent for service of legal process and the address where a processor may serve legal process upon the Plan are -

Florida Hospital Association, Inc. c/o Fran Owens 306 East College Ave. Tallahassee, FL 32301-1522

A legal processor may also serve the Trustee of the Plan or the Plan Administrator.

## 5) TRUSTEE/TRUST FUND

The Employer has appointed

Salomon Smith Barney Corporate Trust Company 824 Market Street, Suite 210 Wilmington, DE 19801

to hold the office of Trustee. The Trustee will hold all amounts the Employer contributes in a trust fund. Upon the direction of the Plan Administrator, the Trustee will make all distribution and benefit payments from the trust fund to participants and beneficiaries. The Trustee will maintain trust fund records on a plan year basis.

# 6) Hours of Service

The Plan and this summary plan description include references to hours of service. To become eligible to participate in the Plan, to advance on the vesting schedule or to share in the allocation of Employer contributions for a plan year, the Plan requires you to complete a minimum number of hours of service during a specified period. The sections covering eligibility to participate, vesting and Employer contributions explain this aspect of the Plan in the context of those topics. However, hours of service has the same meaning for all purposes of the Plan.

The Department of Labor, in its regulations, has prescribed various methods under which the Employer may credit hours of service. The Employer has selected the "actual" method for crediting hours of service. Under the actual method, you will receive credit for each hour for

which the Employer pays you, directly or indirectly, or for which you are entitled to payment, for the performance of your employment duties. You also will receive credit for certain hours during which you do not work if the Employer pays you for those hours, such as paid vacation.

If you are a veteran and are re-employed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with us. If you may be affected by this law, ask the Plan Administrator for further details.

If an employee's absence from employment is due to maternity or paternity leave, the employee will receive credit for unpaid hours of service related to his leave, not to exceed 501 hours. The Plan Administrator will credit these hours of service to the first period during which the employee otherwise would incur a 1-year break in service as a result of the unpaid absence.

The Employer is a member of a related group of business organizations. The law treats all member of this related group as a single employer for purposes of crediting hours of service. If you work (other hours) for more than one member of the related group (See Section (1) for a list of the related Employers), you will receive hours of service credit under this Plan to the same extent as if you had worked the other hours for this Employer.

The Employer is also a successor employer to Association of Community Hospitals & Health Systems of Florida, Inc. and Florida League of Hospitals, Inc. In this respect, the Plan takes into account service of all employees with the predecessor employer for purposes of eligibility to participate in the Plan and for purposes of crediting service for vesting.

# 7) ELIGIBILITY TO PARTICIPATE

To become a participant, an employee must complete one year of service. You do not have to complete any form for entry into the Plan. You will become a participant on the first day of the month immediately following or coincident with your completion of the service requirement.

The Plan defines "year of service" as a 12-month period in which you work 1,000 hours of service for the Employer. The first eligibility service period starts on your first day of employment with the Employer. For example, if you begin work on February 15, 2003 and work 1,000 hours from February 15, 2003 through February 14, 2004, you would enter the Plan on March 1, 2004. After the first 12-month eligibility service period, the Plan will measure your eligibility service period on a plan year basis. In the prior example, on a plan year basis, the second 12-month period would begin January 1, 2004, the first plan year starting after your February 15, 2003 employment date and other 12-month periods would be the following plan years. The Plan will need to measure more than one 12-month period, for example, if you do not complete a year of service in the first 12-month period.

The following employees are not eligible to participate in the Plan:

- Employees working in a classification of employees covered by a collective bargaining agreement;
- Nonresident aliens who do not receive any earned income from the Employer which constitutes United States source income;
- Backlog coding employees;
- Leased employees;

- Employees who were previously not treated as employees of the Employer but who are reclassified as being employees; and
- Employees of a member of the Employer's related group who does not participate in this Plan.

If by reason of this exclusion, you should become ineligible to participate in the Plan, you may not receive an allocation of the Employer's contribution during the period of your exclusion. However, during this period your account balance will continue to share in trust fund earnings or losses.

If you terminate employment after becoming a participant in the Plan and later return to employment, you will re-enter the Plan on your re-employment date. Also, if you terminate employment after satisfying the Plan's eligibility conditions before actually becoming a participant in the Plan, you will become a participant in the Plan on the later of your scheduled entry date or your reemployment date.

#### 8) EMPLOYER'S CONTRIBUTIONS

The Employer, for each plan year, must contribute an amount equal to 10.5% of your compensation *only* for the portion of the plan year in which you are a participant in the Plan. For example, assume you are a participant in the Plan for the entire plan year and your compensation for a plan year is \$20,000, then your account would receive an allocation of \$2,100. The Plan Administrator will allocate the contribution the Employer makes on your behalf for a particular plan year to your separate account.

Allocation of forfeitures. The Plan will utilize forfeitures to reduce the Employer contribution for the plan year in which the forfeiture occurs.

Compensation. The Plan defines compensation as an employee's total amount of earnings reportable as W-2 earnings for Federal income tax withholding purposes for the Plan Year, compensation shall not include taxable fringe benefits. The Plan includes an employee's compensation only for the portion of the plan year in which they are a participant in the Plan.

Conditions for allocation. With limited exceptions, to be entitled to an allocation of Employer contributions you must complete 500 hours of service during the plan year. However, if you are employed by the Employer on the last day of the plan year, you will be entitled to an allocation of Employer contribution even if you did not complete 500 hours of service during the plan year. In addition, if you terminate service with the Employer due to the attainment of normal retirement age, you become disabled or you die, you do not have to complete any specified number of hours of service or be employed on a specific day in order to be entitled to an allocation of Employer contributions for that plan year or the prior plan year.

The contribution allocations described in this Section (8) may vary for certain employees if the Plan is top heavy. Generally, the Plan is top heavy if more than 60% of the Plan's assets are allocated to the accounts of key employees (certain owners and officers). If the Plan is top heavy, any participant who is not a key employee and who is employed on the last day of the plan year, may not receive a contribution allocation which is less than a certain minimum. Usually that minimum is 3%, but if the contribution allocation for the plan year is less than 3% for all the key employees, the top heavy minimum is the smaller allocation rate. If you are a participant in the Plan, your allocation described in this Section (8) in most cases will be equal to

or greater than the top heavy minimum contribution allocation. The Plan also may vary the definition of the top heavy minimum contribution to take into account another plan maintained by the Employer.

#### 9) EMPLOYEE CONTRIBUTIONS

The Plan does not permit you to make employee contributions to the trust fund. "Employee contributions" are contributions made by an employee, for which the employee does not receive an income tax deduction. The only source of contributions under the Plan is the annual Employer contribution.

# 10) VESTING IN EMPLOYER CONTRIBUTIONS

Your interest in the contributions the Employer makes to the Plan for your benefit become 100% vested when you attain normal retirement age (as defined in Section (11)). Prior to normal retirement age, your interest in the Employer contributions the Employer makes on your behalf become vested in accordance with the following schedule:

Years of Service	Vesting Percentage
Less than 1	0%
1	20%
2	40%
3	60%
4	
5 or more	

Special vesting rule for death or disability. If you die or become disabled while still employed by the Employer, your entire Plan interest becomes 100% vested, even if you otherwise would have a vested interest less than 100%.

Year of service. To determine your percentage under a vesting schedule, a year of service means a 12-month vesting service period in which you complete at least 1,000 hours of service. The Plan measures the vesting service period as the plan year. If you complete at least 1,000 hours of service during a plan year, you will receive credit for a year of service even if you are not employed by the Employer on the last day of that plan year. The Plan provides two methods of vesting forfeiture that may apply before a participant becomes 100% vested in his entire interest under the Plan. The primary method of vesting forfeiture is the "forfeiture break in service" rule. The secondary method of forfeiture is the "cash out" rule. Also see Section (15) relating to loss or denial of benefits.

Forfeiture break in service rule. Termination of employment alone will not result in forfeiture under the Plan unless you do not return to employment with the Employer before incurring a "forfeiture break in service". A "forfeiture break in service" is a period of 5 consecutive vesting service periods in which you do not work more than 500 hours in each vesting service period comprising the 5 year period.

Example. Assume you are 60% vested in your account balance. After working 400 hours during a particular vesting service period, you terminate employment and perform no further service for the Employer during the next 4 vesting service periods. Under this example, you would have a "forfeiture break in service" during the fourth vesting service period following the

vesting service period in which you terminated employment because you did not work more than 500 hours during each vesting service period of 5 consecutive vesting service periods. Consequently, you would forfeit the 40% non-vested portion of your account. If you had returned to employment with the Employer at any time during the 5 consecutive vesting service periods and worked more than 500 hours during any vesting service period within that 5-year period, you would not incur a forfeiture under the "forfeiture break in service" rule.

Cash out rule. The cash out rule applies if you terminate employment and receive a total distribution of the vested portion of your account balance before you incur a forfeiture break in service. For example, assume you terminated employment during a particular vesting service period after completing 800 hours of service. Assume further that the total value of your account balance is \$10,000 in which you have a 60% vested interest. Before you incur a forfeiture break in service, you receive a distribution of the \$6,000 vested portion (\$10,000 X 60%) of your account balance. Upon payment of the \$6,000 vested portion of your account balance, you would forfeit the \$4,000 nonvested portion. If you return to employment before you incur a "forfeiture break in service," you may have the Plan restore your "cash out" forfeiture by repaying the amount of the distribution you received attributable to Employer contributions. This repayment right applies only if you do not incur a "forfeiture break in service". You must make this repayment no later than the date 5 years after you return to employment with the Upon your reemployment with the Employer, you may request the Plan Administrator to provide you a full explanation of your rights regarding this repayment option. If the vested portion of your account balance, excluding your Rollover Contributions Account (monies rolled over into this Plan from other employer's plans or IRAs, if applicable), does not exceed \$5,000, the Plan will distribute that vested portion to you in a lump sum, without your consent. This involuntary cash-out distribution will result in the forfeiture of your nonvested account balance, in the same manner as an employee who voluntarily elects a cash-out distribution. Also, upon reemployment you would have the same repayment option as an employee who elected a cash-out distribution, if you return to employment before incurring a "forfeiture break in service."

If you are 0% vested in your entire interest in the Plan, the Plan will treat you as having received a cash-out distribution of \$0. This "distribution" results in a forfeiture of your entire Plan interest. Normally, this forfeiture occurs on the date that you terminate employment with the Employer. However, if you are entitled to an allocation of Employer contributions for the plan year in which you terminate employment with the Employer, this forfeiture occurs as of the first day of the next plan year. If you return to employment before you incur a forfeiture break in service, the Plan will restore this forfeiture, as if you repaid a cash-out distribution.

#### 11) PAYMENT OF BENEFITS AFTER TERMINATION OF EMPLOYMENT

After you terminate employment with the Employer, the time at which the Plan will commence distribution to you and the form of that distribution depends on whether your vested account balance, excluding your Rollover Contributions Account, exceeds \$5,000. If you receive a distribution from the Plan before you attain age 59½, the law imposes a 10% penalty on the amount of the distribution you receive to the extent you must include the distribution in your gross income, unless you qualify for an exception from this penalty. You should consult a tax advisor regarding this 10% penalty. This summary plan description makes references to your normal retirement age. Normal retirement age under this Plan is age 65.

If your vested account balance, excluding your Rollover Contributions Account, does not exceed \$5,000, the Plan will distribute your vested account balance in a lump sum as soon as

administratively feasible following your termination of employment with the Employer. If you already have attained normal retirement age when you terminate employment, the Plan must make this distribution no later than the 60th day following the close of the plan year in which your employment terminates, even if the normal distribution date would occur later. The Plan does not permit you to receive distribution in any form other than a lump sum if your vested account balance, excluding your Rollover Contributions Account, does not exceed \$5,000.

If your vested account balance, excluding your Rollover Contributions Account, exceeds \$5,000, the Plan will commence distribution to you at the time you elect to commence distribution. You may elect to commence distribution beginning as soon as administratively feasible following your termination of employment with the Employer. The Plan provides the Trustee an administratively reasonable time to make actual distribution to you.

No later than 30 days prior to your earliest possible distribution from the Plan, the Plan Administrator will provide you with a notice explaining your right to elect distribution from the Plan and the forms necessary to make your election. If your vested account balance, excluding your Rollover Contributions Account, does not exceed \$5,000, and you do not make a distribution election within 30 days after receipt of the notice, the Plan Administrator will pay you your entire vested account balance, less 20% withholding, as soon as administratively feasible after the 30 days have expired. If your vested account balance, excluding your Rollover Contributions Account, exceeds \$5,000 and you do not make a distribution election, the Plan will commence distribution to you on the 60th day following the close of the plan year in which the latest of three events occurs: (1) your attainment of normal retirement age; (2) your attainment of age 62; or (3) your termination of employment with the Employer. However, if you are more than a 5% owner of the Employer, you may not commence distribution of your vested account balance later than April 1 of the calendar year following the calendar year in which you attain age 70½, even if you have not terminated employment with the Employer.

For purposes of making a distribution of any portion of your vested account balance, the Plan refers to the latest valuation of your account balance. The Plan requires valuation of the trust fund, and adjustment of participant's accounts as of each day the applicable market is open for business. In general, the Plan allocates trust fund earnings, gains or losses for a valuation period on the basis of each participant's opening account balance at the beginning of the valuation period, less any distributions and charges to each participant's account during the valuation period.

Forms of Benefit Payment. If your vested account balance, excluding your Rollover Contributions Account, exceeds \$5,000, the Plan permits you to elect distribution under any one of the following methods:

- Lump sum; or
- A joint and 50% survivor annuity.

A joint and 50% survivor annuity means you would receive an annuity for your life and, upon your death, your surviving spouse would receive an annuity for his or her life in an amount equal to 50% of your life annuity. For example, if, under the joint and 50% survivor annuity, a participant was receiving (or would have received) a monthly pension of \$400 at the time of his death, the surviving spouse would receive a monthly pension of \$200 upon the participant's death for the remainder of his or her life. If you are not married at the time benefit payments commence, the joint and 50% survivor annuity simply is a life annuity, meaning you receive an annuity for your life and payments end upon your death.

To provide the joint and 50% survivor annuity, the Trustee would use your vested account balance to purchase that type of annuity contract from an insurance company. The exact monthly annuity payable to you would depend upon the amount of the account balance and the insurance company's annuity rates at the time of the purchase. No later than 30 days prior to your earliest distribution date, the Plan Administrator will provide you a written notice explaining the joint and 50% survivor annuity, your waiver rights and the spousal consent requirements. The Plan Administrator will provide you an appropriate form to receive your benefits in the form of a joint and 50% survivor annuity, or to elect not to receive your benefits in that form. The form the Plan Administrator will provide you will explain the economic effect of taking your benefits in the form of a joint and 50% survivor annuity. The Plan must make any distribution described in Sections (11), (12) and (13) in the form of the joint and 50% survivor annuity if your vested account balance, excluding your Rollover Contributions Account, exceeds \$5,000, unless you properly elect a different form of payment. If you are married, your spouse must consent in writing to any election not to take a joint and 50% survivor annuity form of payment.

The benefit payment rules described in Sections (11) through (14) reflect the current Plan provisions. If an Employer amends its Plan to change benefit payment options, some options may continue for those participants or beneficiaries who have account balances at the time of the change. If an eliminated option continues to apply to you, the information you receive from the Plan Administrator at the time you are first eligible for distribution from the Plan will include an explanation of that option.

## 12) PAYMENT OF BENEFITS PRIOR TO TERMINATION OF EMPLOYMENT

Employer contributions. Prior to your termination of employment with the Employer, the Plan does not allow you to take distribution of your vested account balance.

Rollover contributions. You may withdraw all or a portion of your Rollover Contributions Account balance at any time.

The Plan Administrator will provide you with a withdrawal election form. Other than the withdrawal rights described in this Section (12), the Plan does not permit you to receive payment of any portion of your account balance for any other reason, unless you terminate employment with the Employer.

#### 13) DISABILITY BENEFITS

If you terminate employment because of disability, the Plan will pay your vested account balance to you in the same manner as if you had otherwise terminated employment. However, if your vested account balance, excluding your Rollover Contributions Account, exceeds \$5,000, the disability distribution rules are subject to any notice and consent requirements described in Section (11). In general, disability under the Plan means because of a physical or mental disability you are unable to perform the duties of your customary position of employment for an indefinite period of time which, in the opinion of the Plan Administrator, will be of long continued duration. The Plan Administrator also considers you disabled if you terminate employment because of a permanent loss or loss of use of a member or function of your body or a permanent disfigurement. The Plan Administrator may require a physical examination in order to confirm the disability.

#### 14) PAYMENT OF BENEFITS UPON DEATH

If you die prior to receiving all of your benefits under the Plan, the Plan will pay the balance of your account to your beneficiary. If the Employer permits the Trustee to purchase life insurance on your life with a portion of your account balance, your account balance also will receive any life insurance proceeds payable by reason of your death.

If your death occurs before you commence distribution of your vested account balance, the Plan will pay a preretirement survivor annuity to your surviving spouse, unless you waive this annuity benefit, with your spouse's consent, or unless you and your spouse are not married for the one year period ending on your date of death. A preretirement survivor annuity means your surviving spouse would receive an annuity for life. To provide the preretirement survivor annuity, the Trustee would use 50% of your vested account balance to purchase that type of annuity contract from an insurance company. The exact monthly annuity payable to your surviving spouse would depend upon the amount of your account balance, and the insurance company's annuity rates at the time of the purchase. The Plan Administrator will provide you an appropriate form to elect to have the Plan pay a preretirement survivor annuity or to elect not to have the Plan pay that annuity. The form the Plan Administrator will provide you will explain the economic effect of taking death benefits in the form of a preretirement survivor annuity. Your spouse must consent in writing to any election not to receive a preretirement survivor annuity. If your death occurs after you commence distribution under the Plan, this preretirement survivor annuity coverage does not apply, even if you and your spouse had not waived that coverage, and your surviving spouse's interest in your remaining account balance would be subject to the distribution election described in Section (11).

After making a reduction for the portion of your vested account balance used to purchase the preretirement survivor annuity benefit described in the preceding paragraph, the Plan will pay your vested account balance remaining in the Plan at the time of your death to your designated beneficiary. The Plan Administrator will provide you with an appropriate form for naming a beneficiary. If you are married, your spouse must consent to the designation of any nonspouse beneficiary only if you have waived the preretirement survivor annuity coverage described in the preceding paragraph. The Plan will pay the benefit to your designated beneficiary as soon as administratively practicable after your death.

#### 15) DISQUALIFICATION OF PARTICIPANT STATUS — LOSS OR DENIAL OF BENEFITS

There are no specific Plan provisions which disqualify you as a participant or which cause you to lose Plan benefits, except as provided in Sections (7) and (10). However, if you become disabled and do not receive compensation from the Employer, you will not receive an allocation of the Employer's contribution to the Plan during the period of disability. In addition, if your Plan benefits become payable after termination of employment and the Plan Administrator is unable to locate you at your last address of record, you may forfeit your benefits under the Plan. Therefore, it is very important that you keep the Employer apprised of your mailing address even after you have terminated employment. Finally, if the Employer terminates the Plan, which it has the right to do, you would receive benefits under the Plan based on your account balance accumulated to the date of the termination of the Plan. Termination of the Plan could occur before you attain normal retirement age. If the Employer terminates the Plan, your account will become 100% vested, if not already 100% vested, unless you forfeited the nonvested portion prior to the termination date. If the Employer terminates the Plan before you receive complete distribution of your vested benefits, the Plan might make distribution to you before you otherwise would elect distribution. Upon Plan termination, if your vested account balance, excluding your

Rollover Contributions Account, exceeds \$5,000, you will receive an explanation of your distribution rights.

The fact that the Employer has established this Plan does not confer any right to future employment with the Employer. Furthermore, you may not assign your interest in the Plan to another person or use your Plan interest as collateral for a loan from a commercial lender.

#### 16) CLAIMS PROCEDURE

You need not file a formal claim with the Plan Administrator in order to receive your benefits under the Plan. When an event occurs which entitles you to a distribution of your benefits under the Plan, the Plan Administrator automatically will notify you regarding your distribution rights. However, if you disagree with the Plan Administrator's determination of the amount of your benefits under the Plan or with respect to any other decision the Plan Administrator may make regarding your interest in the Plan, the Plan contains the appeal procedure you should follow. In brief, if the Plan Administrator of the Plan determines it should deny benefits to you, the Plan Administrator will give you written notice of the specific reasons for the denial. The notice will refer you to the pertinent provisions of the Plan supporting the Plan Administrator's decision. If you disagree with the Plan Administrator, you, or a duly authorized representative, must appeal the adverse determination in writing to the Plan Administrator within 75 days after the receipt of the notice of denial of benefits. If you fail to appeal a denial within the 75-day period, the Plan Administrator's determination will be final and binding.

If you appeal to the Plan Administrator, you, or your duly authorized representative, must submit the issues and comments you feel are pertinent to permit the Plan Administrator to re-examine all facts and make a final determination with respect to the denial. The Plan Administrator, in most cases, will make a decision within 60 days of a request on appeal unless special circumstances would make the rendering of a decision within the 60-day period unfeasible. In any event, the Plan Administrator must render a decision within 120 days after its receipt of a request for review. The same procedures apply if, after your death, your beneficiary makes a claim for benefits under the Plan.

# 17) RETIRED PARTICIPANT, SEPARATED PARTICIPANT WITH VESTED BENEFIT, BENEFICIARY RECEIVING BENEFITS

If you are a retired participant or beneficiary receiving benefits, the benefits you presently are receiving will continue in the same amount and for the same period provided in the mode of settlement selected at retirement. If you are a separated participant with a vested benefit, you may obtain a statement of the dollar amount of your vested benefit upon request to the Plan Administrator. There is no Plan provision which reduces, changes, terminates, forfeits or suspends the benefits of a retired participant, a beneficiary receiving benefits or a separated participant's vested benefit amount, except as provided in Section (15).

# 18) PARTICIPANT'S RIGHTS UNDER ERISA

As a participant in this 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:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations (such as work sites and union halls), all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- (c) 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.
- (d) Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to benefits, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### 19) FEDERAL INCOME TAXATION OF BENEFITS PAID

Existing Federal income tax laws do not require you to report as income the portion of the annual Employer contribution allocated to your account. However, when the Plan later distributes your account balance to you, such as upon your retirement, you must report as income the Plan distributions you receive. The Federal tax laws may permit you to report a Plan distribution under a special averaging provision. Also, it may be possible for you to defer Federal income taxation of a distribution by making a "rollover" contribution to your own rollover individual retirement account.

Mandatory income tax withholding rules apply to some distributions you do not rollover directly to an individual retirement account or to another plan. At the time you receive a distribution, you also will receive a notice discussing withholding requirement and the options available to you. We emphasize you should consult your own tax adviser with respect to the proper method of reporting any distribution you receive from the Plan.

#### 20) PARTICIPANT LOANS

This Plan does not make loans to participants and beneficiaries.

#### 21) PARTICIPANT DIRECTION OF INVESTMENT

The Plan permits all participants to direct the investment of their account balance in various investment options chosen for the Plan. The Trustee of the Plan will invest your account balance in accordance with your investment direction. The Plan Administrator will provide you information regarding the investment options that are available for the investment of your account balance. These investment options may be changed at any time. However, you will receive prior notification of any change to the available investment options.

You may change your investment election in the available investment options at any time. The Plan Administrator will provide you information regarding changes to your investment elections. The Plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and the regulations thereunder. Thus, to the extent you direct the investment of your Account under the Plan, you are solely responsible for the investment decisions you make and ERISA relieves all Plan Fiduciaries from liability for any losses resulting from your direction of investment. If you desire specific advice as to the investment of your account balance, you should consult an investment advisor.

The value of your account balance is determined on a	daily basis. Your account balance is
adjusted for investment gains or loses on a daily basis.	Please contact the Plan Administrator
for further information regarding the directed investment	program.
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### **ACKNOWLEDGEMENT OF RECEIPT**

# FLORIDA HOSPITAL ASSOCIATION, INCORPORATED MONEY PURCHASE PENSION PLAN

Participant's Name (Printed)	Social Security Number
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that if I do not understand anything contained in the should direct any questions I may have to my Employeescribed above.	
acknowledge that I understand my rights thereunder	and acknowledge that I have been advised
acknowledge that I have read the SPD and that	t I understand the same. I also hereby