Summary Plan Description

Permanente Physicians Retirement Plan for the
Mid-Atlantic Permanente Medical Group, PC

January 1, 2025

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Introduction

The Mid-Atlantic Permanente Medical Group, PC (MAPMG) provides you with the Permanente Physicians Retirement Plan for Mid-Atlantic Permanente Medical Group, P.C. (PPRP, or the Plan), an important piece of your future retirement security. The PPRP provides a lifetime retirement benefit based on a pension formula that takes into account your years of service and compensation.

This *Summary Plan Description* (SPD) summarizes many of the important PPRP provisions concerning who is eligible to participate, when you can begin receiving a benefit, and how your benefit is determined. Please read this SPD to become familiar with your benefit from the Plan and keep it for future reference. If you have questions about your situation, you may call the Fidelity Service Center (866) 602-0411. You may also request a copy of the Plan document by writing to MAPMG-Benefits@kp.org. This SPD is based on the official Plan document. Should any differences exist between this SPD and the official Plan document (or any information received from the Fidelity Service Center), the official Plan document will govern.

The Plan is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (Code) and is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

MAPMG reserves the right to amend or terminate the Plan at any time. If any material changes are made to this Plan, you will be notified.

Who Is Eligible

You are eligible to participate in PPRP if you are employed by MAPMG in one of the following classifications:

- MAPMG Administrative Staff scheduled to work at least 20 hours per week; or
- Shareholder or Shareholder Track Physicians and Podiatrists (all called "Physicians" in this SPD)

You are not eligible to participate if:

- You are classified as an hourly or pool physician;
- Your employment is governed by a collective bargaining agreement that does not specifically provide for Plan participation; or
- You are classified by MAPMG as an independent contractor or leased employee.

When Your Participation Begins

You are automatically eligible to participate in the Plan on the first date you are employed by MAPMG in an eligible classification.

When Your Participation Ends

Your participation in the Plan terminates if your employment with MAPMG terminates before you are entitled to a benefit from the Plan. Otherwise, your participation in the Plan terminates when all of your benefits have been paid or upon your death. If you stop being an eligible employee and continue working with MAPMG, you will stop earning Credited Service (see “How Your Benefit is Calculated” section) and other Plan benefits until you are again employed in an eligible class. For example, if you became an hourly employee, you would stop earning Credited Service.

Participation upon Your Rehire

If you were a participant, leave and then return to work at MAPMG as an eligible employee, you participate in the Plan on your date of rehire. If you are not employed as an eligible employee on your rehire date, you will again become a participant only after you are employed as a Physician or MAPMG Staff.

Designating a Beneficiary

When you become a participant in the Plan, you should name one or more individuals or entities, including trusts or an estate, as your Beneficiary to receive any death benefits. If you are married and you designate someone other than your spouse as your primary beneficiary, such as a trust, your spouse must provide written consent. Consent must be on the form provided by the Plan, witnessed by a notary public, and acknowledge that your spouse understands the effect of consent.

The Plan is governed by federal law so "spouse" (and marriage) is defined under federal law which does not include a domestic partner as a spouse. Therefore, if you want your domestic partner to be your Beneficiary, you must file a completed beneficiary designation form with the Plan Administrator. Surviving spouse benefits will not otherwise be paid to a domestic partner.

If you do not validly designate a Beneficiary before your death or your designated Beneficiary does not survive you, any benefits payable to your Beneficiary on your death will be payable to the first of the person or persons to survive you in the following order:

- Spouse
- Qualified Dependent (see "Death Benefits" section)
- Your estate

In some cases, the Plan requires benefits to be paid to designated individuals and not to a named Beneficiary. For example, in some cases if you die after you terminate employment with MAPMG and before you elect payment of your retirement benefit, a death benefit may be payable only to your surviving spouse or Qualified Dependent (see the "Death Benefits" section for details).

Vesting In Your Benefit

Vesting or **Vested** refers to your entitlement to a benefit. You will become 100 percent Vested in your PPRP benefit when you (1) complete at least five Years of Service as defined below, or (2) reach age 65 while employed by MAPMG or any other Kaiser Permanente entity listed in the Plan document (sometimes called K-P Medical Care Organizations or MCOs).

If you are Vested, you are entitled to a benefit described in the “When You Can Begin Your Benefit” section. If you terminate employment without meeting either condition (1) or (2) above, you are not Vested and not eligible for a benefit from the PPRP.

Years of Service – Vesting and Benefit Eligibility

Years of Service and Hours of Service are used for purposes of determining whether you are Vested and whether you are eligible for a benefit (see the “When You Can Begin Your Benefit” section).

You earn a **Year of Service** for each calendar year in which you complete at least 1,000 Hours of Service. If you complete fewer than 1,000 Hours of Service and are scheduled to work at least 20 hours per week during a calendar year, you earn a proportional Year of Service equal to your Hours of Service in the year while you are scheduled to work at least 20 hours per week divided by 1,000. However, if you are not scheduled to work at least 20 hours per week at any time during a calendar year, you do not earn a proportional Year of Service for that calendar year.

You earn an **Hour of Service** for each hour, including sick leave, short-term disability, vacation, holidays, and leaves of absence, for which you are compensated as an employee of MAPMG or any other Kaiser Permanente entity (excluding post-graduate training with Kaiser Foundation Hospitals after December 31, 2010.).

Hours of Service are also counted for uncompensated leaves of absence from MAPMG or any other Kaiser Permanente entity due to disability (up to a maximum of two years for any one condition), medical research or advanced study approved under MAPMG's leave policy if followed by service with MAPMG, and periods of qualified military service as required by law.

The Plan also counts Hours of Service for:

- Postgraduate training with Kaiser Foundation Hospital that began before July 1, 1975;
- Employment with Georgetown University Community Health Plan, Inc. or Kaiser-Georgetown Community Health Plan, Inc.;
- Employment with CHP Companies, Inc. before July 22, 1996; and
- Employment with Group Health Cooperative, Group Health Northwest, and Group Health PMG (the "Group Health Companies") from January 1, 1997 through April 24, 2001, but only if you transferred to a Kaiser Permanente entity before April 24, 2001, and within 30 days of your termination from the Group Health Companies.

If you are rehired following a termination of employment your pre-termination Years of Service will be counted for Vesting regardless of whether you were Vested at the time of your termination.

Once you become Vested, you generally will not lose your right to any benefit that you earn under the PPRP. See the "Potential Loss of Benefits" section for a summary of circumstances in which you could lose your benefits under the plan.

If you transferred to MAPMG from another Kaiser Permanente entity after May 1, 2003, and are entitled to receive a pension benefit from another Kaiser Permanente entity's plan, special rules relating to your service with the other Kaiser Permanente entities may apply. The Plan Administrator will inform you if this applies.

How Your Benefit Is Calculated

The amount of your benefit will be calculated using a formula that is based on:

- Your Highest Average Compensation
- Your years of Credited Service
- The applicable benefit multiplier

The Benefit Formula

The amount of the monthly benefit payable to you for your lifetime beginning at age 65 will be calculated using a formula that is based on whether you are a Physician or MAPMG Staff. (Certain grandfathered formulas are also provided in the plan; the Plan Administrator will notify you if one applies.)

Physicians:

2.0% of your Highest Average Compensation
X
Your years of Credited Service *up to* 20 years

plus

1.0% of your Highest Average Compensation
X
Your years of Credited Service *over* 20 years

minus

Any applicable Pension Offset (see "Pension Offset" below)

MAPMG Staff:

1.5% of your Highest Average Compensation

X

Your years of Credited Service

minus

Any applicable Pension Offset (see "Pension Offset" below)

If you are MAPMG Staff, your benefit will never be less than the benefit, if any, that you had earned under the Plan as of December 31, 1999, as calculated using the formula in effect on that date based on your years of Credited Service and Highest Average Compensation as of that date.

Highest Average Compensation

Your **Highest Average Compensation (HAC)** is the average of your Monthly Compensation for the highest consecutive 36-month period of Monthly Compensation during the last 120 months before you terminate employment with MAPMG and The Permanente Medical Group, Inc. (TPMG). If you have less than 36 months of compensated employment, your HAC generally is the average monthly compensation for all of your months of compensated employment. Up to six months of leave due to illness or temporary disability at your full-time rate are also included in calculating HAC.

Your **Monthly Compensation** is your highest base rate of pay each month for services you perform for MAPMG or any other Kaiser Permanente entity before you are employed by MAPMG.

Federal tax law limits the amount of compensation that the Plan can take into account when calculating your benefit. For 2025 this limit is $350,000. The IRS may periodically adjust this limit to reflect cost-of-living changes.

Years of Credited Service – Benefit Calculation

For calendar years after 1995, while you are a Participant you earn a year of **Credited Service** for each calendar year during which you complete at least 2,000 Hours of Credited Service. Additionally, if you have fewer than 2,000 such hours, you are credited with a proportional year of Credited Service for a calendar year equal to Hours of Credited Service during the year divided by 2,000. For years before 1996, if you complete fewer than 2,000 but at least 1,000 Hours of Credited Service in a calendar year, you earn a proportional year of Credited Service equal to your Hours of Credited Service divided by 2,000. For the same period, if you complete fewer than 1,000 Hours of Credited Service, you will earn a proportional year of Credited Service only while you were scheduled to work at least one-half of your department's full-time work schedule.

You earn an **Hour of Credited Service** for each hour, including sick leave, short-term disability, vacation, holidays, and leaves of absence, for which you are compensated by MAPMG as a Physician or MAPMG Staff.

Hours of Credited Service are also counted for uncompensated leaves of absence from MAPMG as a Physician or MAPMG Staff for up to 90 days due to illness or other temporary disability or medical research or advanced study approved under MAPMG's leave policy if preceded by other Credited Service, and periods of qualified military service as required by law.

The Plan also counts Hours of Credited Service for the following:

- If you are MAPMG Staff, each hour for which you are compensated and uncompensated leaves of absence (credited in the same manner as described above for MAPMG) as an employee of any other Kaiser Permanente entity before your employment or reemployment with MAPMG.
- If you are a Physician who was hired by MAPMG before July 1, 2012, each hour for which you are compensated and uncompensated leaves of absence (credited in the same manner as described above for MAPMG), as an employee of any other Kaiser Permanente entity before your employment or reemployment with MAPMG. This same rule applies for prior employment with TPMG even if you were hired by MAPMG on or after July 1, 2012.
- If you are a Physician who was hired by MAPMG before July 1, 2012, each hour for which you are compensated for postgraduate training (other than your first year) with Kaiser Foundation Hospitals.
- If you are a Physician who was hired (or re-hired) by MAPMG on or after July 1, 2012 no hours with any other Kaiser Permanente entity before your employment or re-employment with MAPMG will be counted for Credited Service. However, this rule does not apply to prior employment with TPMG. Prior service with a Kaiser Permanente Entity other than TPMG will not be counted for your benefit calculation but will be counted to determine if you are Vested.

If you are rehired following a termination of employment, your pre-termination Years of Credited Service will be counted regardless of whether you were Vested at the time of your termination.

If you transferred to MAPMG from another Kaiser Permanente entity after May 1, 2003, and before November 11, 2011, special rules relating to your service with the other Kaiser Permanente entity may apply for determining your benefits under the Plan. The Plan Administrator will notify you if this applies.

Pension Offset

The amount of your monthly pension benefit calculated under the benefit formula will be offset by the amount of any benefit payable to you as a lifetime annuity under other defined benefit plan of other Kaiser Permanente entities that is based on your service that is included as years of Credited Service under the PPRP.

How the Pension Benefit Formula Works

Here are some examples of how the PPRP benefit formula works:

For Eligible Physicians:

Dr. Smith terminates employment at age 65 with 25 years of Credited Service. Her Highest Average Compensation is $29,167. Her monthly benefit—assuming she chooses the Single Life Annuity payment method—is calculated as follows:

2.0% x $29,167 = $583 x 20 years = $11,660

Plus

1.0% x $29,167 = $292 x 5 years = $1,458

Dr. Smith's monthly pension will be $13,188, payable for her lifetime beginning when she attains age 65. **Please note:** The actual date Dr. Smith can receive a benefit from the PPRP is subject to the terms described in the "When You Can Begin Your Benefit" section.

For Eligible Staff:

Mr. Jones terminates employment at age 59 with 20 years of Credited Service. His Highest Average Compensation is $10,417. His monthly benefit—assuming he chooses the Single Life Annuity payment method—is calculated as follows:

1.5% x $10,417 = $156 x 20 years = $3,120

Mr. Jones' monthly pension will be $3,120, payable for his lifetime beginning when he attains age 65. **Please note:** The actual date Mr. Jones can receive a benefit from the PPRP will be subject to the terms described in the "When You Can Begin Your Benefit" section. Since Mr. Jones retired before age 65, if he chooses to begin receiving his benefit before 65, his payments will be actuarially reduced to reflect his age at the time his benefit begins, as described in the "Early Retirement" section.

When You Can Begin Your Benefit

If you are Vested, you may qualify to begin receiving your benefit at Normal Retirement, Early Retirement, Disability Retirement, or Postponed Retirement. If you have earned benefits under the Plan before 2015, you can choose In-Service Retirement for those benefits. If you are Vested and terminate your employment with MAPMG and all Kaiser Permanente entities before you qualify to begin receiving your benefit, you may later qualify for Deferred Vested Retirement. Only one of these types of benefits is payable from the Plan even if you satisfy the requirements for more than one type of benefit.

Normal Retirement

You will qualify for Normal Retirement if you terminate employment from MAPMG and TPMG during the month in which you reach age 65. If you qualify, you may elect to begin receiving a Normal Retirement benefit on the last day of the following month. Your Normal Retirement benefit is the monthly benefit calculated under the benefit formula.

Early Retirement

You will qualify for Early Retirement if you terminate employment from MAPMG and all other Kaiser Permanente entities before the month in which you reach age 65 and you have at least 10 Years of Service. If you qualify, you may elect to begin receiving an Early Retirement benefit on the last day of the following month after you meet these requirements or the last day of any month thereafter.

Your Early Retirement benefit is the same as your Normal Retirement Benefit. However, if you elect to begin your Early Retirement benefit before you reach age 65, the amount of your monthly benefit will be reduced actuarially based on your age when it begins unless you qualify for Full Early Retirement (see "Full Early Retirement" section). The following chart shows the percentage of your benefit payable between ages 65 and 55. Benefits that begin at a younger age will be smaller.

Your Age When Payments Begin	Percentage of Normal Retirement Benefit You Will Receive
65	100%
64	91%
63	83%
62	75%
61	69%
60	63%
59	58%
58	53%
57	49%
56	45%
55	41%

If you defer payment of your Early Retirement benefit until you reach age 65, your benefit will not be reduced.

Full Early Retirement—Special Benefit Subsidy

Generally, your Early Retirement benefit will not be actuarially reduced because you elect to begin receiving it before you reach age 65 if you qualify for Full Early Retirement. You qualify for Full Early Retirement if you:

- have reached age 60 as of your termination of employment from MAPMG and all other Kaiser Permanente entities;
- have completed at least 20 Years of Service; and
- were employed by MAPMG before January 1, 2001.

However, if you are a Physician, Full Early Retirement applies only to the benefit that you earned through December 31, 2009. This means that any benefit that you earned after that date will be actuarially reduced for Early Retirement if you elect to receive it.

If you were hired on or after January 1, 2001, you are not eligible for Full Early Retirement from the PPRP.

Disability Retirement

You will qualify for Disability Retirement benefit if you:

- have at least five Years of Service;
- terminate employment from MAPMG and all other Kaiser Permanente entities because of a disability that you incurred while you were earning Years of Service; and
- are eligible to receive disability benefits under any long-term disability insurance program.

If you are not covered by a long-term disability program, you may satisfy the third requirement for Disability Retirement if the short-term disability program third party administrator determines that you remain disabled after your short-term disability benefits expire.

If you qualify, you may elect to begin receiving a Disability Retirement benefit on the last day of the following month after you meet these requirements or the last day of any month thereafter.

Your Disability Retirement benefit is the same as your Normal Retirement Benefit. However, if you elect to begin your Disability Retirement Benefit before you reach age 65, the amount of your monthly benefit will be actuarially reduced based on your age when it begins unless you qualify for Full Early Retirement. See the "Early Retirement section for the reduced percentage of your benefit if payment begins before 65.

In-Service Retirement

In-Service Retirement is available only for benefits that you earned under the plan before 2015. If you qualify for In- Service Retirement after 2014 and you earned benefits under the plan after 2014, you may elect to receive payment of your pre-2015 benefits beginning at age 65 and earn additional benefits while you continue to work after age 65. Benefits earned after age 65 are paid on Postponed Retirement described below. Please review the section below on Postponed Retirement with respect to the calculation of these benefits.

For example, if on December 31, 2014, you had earned a benefit of $5,000 per month payable at age 65, you can choose to receive those benefits starting at age 65 even if you continue to work for MAPMG. Any benefits earned starting January 1, 2015 will be paid when your employment with MAPMG and TPMG ends. That amount is paid on Postponed Retirement. You will qualify for In-Service Retirement if you are still employed by MAPMG or TPMG after you reach age 65. If you qualify, you may elect to start receiving your In-Service Retirement benefit on the last day of any month beginning with the month following the month in which you reach age 65 or the last day of any month thereafter. Your In-Service Retirement benefit is the same as your Normal Retirement benefit (or benefit earned to the date of start if later than 65).

You may continue to earn additional benefits under the PPRP after you commence your In-Service Retirement benefit if you continue your employment as a Physician or MAPMG Staff . However, any additional benefit that you earn will not be payable until you terminate your employment with MAPMG and TPMG. At that time, your additional benefit will be recalculated under the benefit formula based on your HAC and total years of Credited Service at that time, and reduced by the actuarial value of the In-Service Retirement benefit you already received (if your In-Service Retirement began on or after January 1, 2020) or by the amount of the In-Service Retirement benefit you already received without actuarial adjustment (if your In-Service Retirement began before January 1, 2020). The method of payment you elected for In-Service Retirement will automatically apply to any additional benefits earned after your In-Service Retirement.

In some limited circumstances, if you work after RMD Age (as determined in the chart below), federal tax law may require that you receive In-Service Retirement Income. The Plan Administrator will notify you if this applies.

Postponed Retirement

If you continue your employment with MAPMG or TPMG after you reach age 65, you can defer payment of your benefit until you terminate your employment with MAPMG and TPMG. At that time, you may elect to receive a Postponed Retirement benefit beginning on the last day of any month after you terminate. If you were not qualified to receive In-Service Retirement Income, your Postponed Retirement benefit is a monthly benefit for your lifetime equal to your Normal Retirement benefit based on your HAC and years of Credited Service at the date of your

Retirement. If you were qualified to receive In-Service Retirement Income and did not elect to receive it, your Postponed Retirement Income is the greater of (1) your Normal Retirement benefit based on your HAC and years of Credited Service at the date of your Retirement and (2) what you could have received as In-Service Retirement Income at age 65 actuarially increased to the date of Retirement. If you did choose In-Service Retirement Income, your Postponed Retirement Income is (1) your Normal Retirement benefit based on your HAC and years of Credited Service at the date of your Retirement minus (2) the actuarial value of the In-Service Retirement Income that you received (but not below zero).

Please note that federal tax law requires that you begin your Postponed Retirement benefit by April 1 after the year in which you reach your RMD Age (as provided in the chart below), or, if later, the year in which you terminate your employment with MAPMG and TPMG.

If you were born…	Then your RMD Age is…
Before July 1, 1949	70 ½
After June 30, 1949 but before January 1, 1951	72
After December 31, 1950 but before January 1, 1960	73
After December 31, 1959	75

Deferred Vested Benefit

You qualify for a Deferred Vested benefit if you terminate employment from MAPMG and all other Kaiser Permanente entities after you become Vested, but before you qualify for Normal Retirement, Early Retirement, or Disability Retirement. If you qualify, you may elect to begin your Deferred Vested benefit on the last day of the month following the month in which you reach age 65. Your Deferred Vested benefit is the same as your Normal Retirement benefit.

Deferred Payment

You may elect to defer payment of your benefit beyond the date you are entitled to begin receiving it. If you defer your benefit beyond age 65, your benefit will be actuarially increased to reflect the delayed payment. However, federal tax law requires that you begin your benefit by April 1 after the year you in which you reach RMD Age, or, if later, the year in which you terminate your employment with MAPMG and TPMG.

Maximum Benefits

Federal tax law limits the annual benefit that the Plan can pay to you. For 2025, this limit is $280,000. This limit is adjusted periodically to reflect cost-of-living. The Plan Administrator will notify you if this limit affects the amount of your benefits.

How Benefits Are Paid

Automatic Method of Payment

If you are married at retirement, you will automatically receive your benefit as a 100% Joint and Survivor Annuity with a 15-year Guaranteed Period and Pop-up. Under this method of payment, you will receive a reduced monthly pension benefit for as long as you and your spouse live. Upon the death of either you or your spouse, a monthly pension benefit that is equal to 100% of the monthly pension benefit you were receiving will continue to the survivor for the remainder of his or her life. The amount of the reduction in the amount of your monthly pension benefit will depend on your age, your spouse's age, and the interest rate and mortality assumptions specified by the Plan.

If your spouse dies before you, however, then starting with the first month after your spouse dies, the amount of the monthly pension benefit that is paid to you for the remainder of your life will increase, or "pop-up," to the amount of the unreduced monthly pension benefit that you would have received if you had elected a Single Life Annuity (see "Alternative Methods of Payment," below).

In addition, under this method of payment, if both you and your spouse die before 180 monthly payments have been made to you and your spouse together, the monthly benefit payments will continue to the Beneficiary you designated before your death until a total of 180 monthly payments have been made to you, your spouse and your Beneficiary.

If your Beneficiary dies after you and your spouse, but before a total of 180 monthly payments have been made to you, your spouse and your Beneficiary, then the present value of the remaining monthly payments will be paid to your Beneficiary's estate. The monthly benefit paid to the Beneficiary will not include the pop-up, described above, that you would receive if your spouse died before you.

You may elect an alternative method of payment as described in the following section. However, your spouse must provide written consent to the election, and acknowledge an understanding of the effect of the election on his or her benefits. This consent must be witnessed by a Notary Public.

If you are not married at retirement, you will automatically receive your benefit as a Single Life Annuity. This means that you will receive your pension for as long as you live. Upon your death there will be no further payments to your estate or a Beneficiary. However, you may elect an alternative method of payment as described in the following section.

Alternative Methods of Payment

When you apply for your monthly pension, you may elect to receive the pension in any one of the following methods of payment instead of the automatic method of payment. If you are married at the time, the notarized written consent of your spouse to the election, on a form provided by the Plan, is required.

Except for the 100% Joint Retirement Income Annuity with 15-year Guaranteed Period and Pop-up, each of the alternative methods of payment is equal in value actuarially to your monthly pension benefit payable in the form of a Single Life Annuity. An actuarially equivalent benefit will provide the same actuarial value in a different form and time of payment. Any particular payment could be higher or lower than a single life annuity to reflect this difference. The payment methods offered under the PPRP are listed below. It is important to consider the available payment methods carefully before making your selection. Once you begin to receive benefits, you may not change your payment method.

- **Single Life Annuity:** Under this option, you receive a monthly benefit until your death. All monthly payments stop when you die and there will be no further payments to your estate or to a Beneficiary.
- **Joint and Survivor Annuity (50%, 66 2/3% or 75%):** Under this option, you receive a reduced monthly benefit payable while both you and your Beneficiary live. Upon the death of either you or your Beneficiary, a monthly benefit that is equal to a percentage (50%, 66-2/3% or 75%, as elected by you at the time of your retirement) of the monthly benefit that was payable during your joint lives, will continue to the survivor for the rest of his or her life. However, if your Beneficiary dies before you, your monthly benefit will be reduced to the

50%, 66-2/3% or 75% survivor benefit for the rest of your lifetime after your Beneficiary's death.

This option requires the designation of one person as your Beneficiary, and after your payments begin, you cannot change your Beneficiary. The amount of the reduction to your benefit is based upon your age and the age of your Beneficiary when your payments begin. The lower the Beneficiary's percentage you select, the higher the monthly pension benefit payment will be while you are both living.

- **Certain and Life Annuity (5, 10, 15, or 20 Years):** Under this option, you receive a reduced monthly benefit for your lifetime with payments that will be made for a period of at least 5, 10, 15 or 20 years, whichever you select. The amount of the reduction will depend on your age at retirement and the length of the specified period elected. If you die before the end of the specified period, the monthly pension benefit payments will continue to your Beneficiary until the end of the specified period.

  For example, if you elect the 10 year Certain and Life Annuity and die after receiving payments for only 6 years, your Beneficiary would receive monthly payments for the remaining 4 years. If you live longer than 10 years, payments will continue to you for as long as you live, but there are no payments to your Beneficiary after your death.

  Unlike a Joint and Survivor Annuity, you can change your Beneficiary for this payment method after your payments begin. If you die before all fixed-period payments have been made to you and no designated Beneficiary survives you, the remaining fixed-period payments will continue to your estate. If your Beneficiary dies after you, but before all fixed-period payments have been made to you and your Beneficiary, the present value of the remaining fixed-period payments will be paid to your Beneficiary's estate.

- **100% Joint and Survivor Annuity with 15-Year Guarantee Period and Pop-Up:** Under this option, you receive a reduced monthly benefit for as long as you and your joint annuitant live. Upon the death of either you or your joint annuitant, a monthly pension benefit that is equal to 100% of the monthly benefit you were receiving will continue to the survivor for as long as they live. The reduction in the amount of your monthly pension benefit will depend on your age, your joint annuitant's age, and the interest rate and mortality assumptions specified by the Plan. However, if your joint annuitant dies before you, the monthly amount payable to you will increase or "pop-up" to the unreduced Single Life Annuity monthly amount for the remainder of your life.

  If both you and your joint annuitant die before 180 monthly payments have been made to you and your joint annuitant together, the monthly benefit payments will continue to the Beneficiary you designated before your death until a total of 180 monthly payments have been made to you, your joint annuitant and your Beneficiary.

  If your Beneficiary dies after you and your joint annuitant, but before a total of 180 monthly payments have been made to you, your joint annuitant and your Beneficiary, the present value of the remaining monthly payments will be paid to your Beneficiary's estate. The monthly benefit paid to the Beneficiary will not include the pop-up, described above, that you would receive if your joint annuitant died before you.

  This option requires the designation of both a joint annuitant and a Beneficiary.

- **Lump Sum**: Under this option, you receive a one-time single-sum amount that is equal to the present value of your benefit as of the date your benefit begins. After you receive the Lump Sum payment, there are no more payments due under the Plan (unless you earn additional benefits). The Lump Sum can be rolled over to an IRA or other tax qualified plan.

However MAPMG cannot give you tax or other advice concerning rollovers; please consult with your tax and other advisors on this issue.

Depending on your age, the age of your designated Beneficiary, and whether or not your designated Beneficiary is your spouse, your payment methods may be limited by federal law.

Payment Elections

You must elect the date that you want your benefits to begin and the method of payment by filing the completed required forms with the Plan Administrator during the 90-day period ending on the date your benefits begin. You may revoke your election at any time during this 90-day period. However, you generally may not change your elections once your benefit begins (except for changing your Beneficiary with respect to post-death benefits payable to a Beneficiary under certain payment options). To obtain the necessary forms, you must contact the Fidelity Service Center at **(866) 602-0411** to request a retirement kit that will include all of the necessary forms, information about your method of payment options and, if you are married, your spouse's rights.

Death Benefits

Generally, if you are Vested when you die, a death benefit may be payable to your Beneficiary, your spouse, or certain Qualified Dependents depending on the circumstances. If you are not Vested when you die, no death benefit will be payable.

If You Die <u>Before</u> Benefits Begin (and <u>Before</u> You Make a Benefit Election)

If you die while you are employed by MAPMG or another Kaiser Permanente entity and are Vested, your beneficiary will be entitled to a death benefit. Your beneficiary will receive the same benefit they would have received if you had terminated employment and elected a 100% Joint and Survivor Annuity before you died.

If you die after termination with all Kaiser Permanente entities, and you are Vested but are not eligible to receive a benefit, a death benefit will be paid only if you are survived by a spouse. If you are married, your spouse will receive the same benefit they would have received if you had elected a 100% Joint and Survivor Annuity before you died. No other death benefit will be paid.

If you die after termination with all Kaiser Permanente entities and you are Vested and are eligible to receive a benefit, but have not yet elected to receive a benefit, a death benefit will be paid only if you are survived by a spouse or a Qualified Dependent. If you are survived by a spouse, your spouse will receive the same benefit they would have received if you had elected a 100% Joint and Survivor Annuity before you died. If you are not survived by a spouse, but you are survived by a Qualified Dependent, your Qualified Dependent will receive the same benefit they would have received if you had elected a 5-Year Certain and Life Annuity and designated him or her as your Beneficiary before your death. (A Qualified Dependent is the first of the following individuals to survive you: (1) your children and your grandchildren from any deceased children (divided equally among your children), (2) persons who are dependent on you for substantial support, or (3) your parents.)

If You Die <u>After</u> Benefits Begin (or <u>After</u> You Make a Benefit Election)

If you die after your benefits begin, the death benefit, if any, provided under the option that you elected will be paid to your Beneficiary. (If you are being paid an In- Service benefit and have earned additional amounts, your surviving spouse or Qualified Dependent will be entitled to a pre-commencement benefit for the newly earned amounts as described above.) Special rules apply if you elected an In-Service Retirement Income. The Plan Administrator will notify you if this applies.

If you die before your benefits begin, but after you elect a method of payment, and you have already terminated employment with all Kaiser Permanente entities, the death benefit, if any, provided under the method of payment option that you elected will generally be paid to your Beneficiary. However, if you elected a method of payment option that does not provide for death benefits, your election will be disregarded and death benefits will be paid as if you had died prior to making a benefit election. Further, if you are survived by a spouse and your election did not provide them at least equal the amount under a 100% Joint and Survivor Annuity then your surviving spouse will receive that benefit instead of what was elected for a different Beneficiary.

How Death Benefits Are Paid

If your Beneficiary is your spouse, any death benefit must begin by the last day of the month following your death or the date you would have attained age 65 if later. However, your spouse may elect an earlier date on which you would have been eligible for a benefit. If your spouse elects an earlier date, the benefit is actuarially reduced to reflect the earlier payment. Your spouse may elect to receive the benefit as a Single Life Annuity or a Lump Sum.

If your Beneficiary is not your spouse, any death benefit is generally paid in a Lump Sum on the last day of the month after your death. However, if your Beneficiary is an individual (i.e., not a trust or an estate), they may elect to (1) receive the benefit as a Single Life Annuity, or (2) defer payment. Payment must begin before the first anniversary of your death. If payment is deferred, the benefit is actuarially increased to reflect the delayed payment**.**

Tax Considerations

MAPMG intends that the plan will be tax qualified. With qualification, the contributions to the Plan and investment earnings by the Plan are not currently taxable to you and you are taxed when you actually receive pension payments from the Plan. Such payments will generally be taxable as ordinary income in the year received. However, the tax rules which apply to this Plan are complex and apply differently to each individual. MAPMG does not guarantee the tax treatment of the plan or any distributions from the Plan.

The Plan Administrator will provide you with a written notice at the time you become eligible to receive a distribution of benefits, which describes in general the tax consequences of the available distribution options. The Plan Administrator cannot advise you on your taxes. You should seek qualified tax advice regarding your own specific situation before making a decision as to the desired method of distribution. You also may wish to review IRS Publication 575 “Pension and Annuity Income” free on-line or at your local IRS office.

Potential Loss of Benefits

The Plan is intended to provide you with a valuable retirement benefit. However, some individuals may not qualify for a benefit and others may lose a benefit even if they once qualified. Circumstances resulting in a denial or loss of benefits are discussed more fully elsewhere in this SPD. You should be aware that the following are some, but not all, of the possible reasons you may not receive part or all of a benefit:

- If you do not meet the requirements for eligibility to participate, you will not be entitled to any benefit.

- If you terminate employment before becoming Vested, you may lose any benefit you have earned.
- If all or a portion of your benefits are awarded to an alternate payee pursuant to a QDRO, you will not receive your entire benefit.
- If the Plan is terminated with insufficient assets to provide your benefit, and if the Pension Benefit Guarantee Corporation (PBGC) does not guarantee all of your benefit, then your benefit may be reduced or may be lost altogether.
- If the Plan should be disqualified by the IRS, contributions made to the Plan and earnings on plan assets may result in current taxable income to you.
- If the Plan should overpay any benefits to you, the Plan Administrator has the right to offset the overpayment against future benefit payments to you, to recover the overpayment directly from you, or to use any other methods to recover the overpayment.
- As described above, in some circumstances no death benefits will be paid on your behalf.
- If the Plan is less than 80 percent funded, then you will be provided with a notice of the Plan's funding level and certain restrictions on amendments, benefits and accruals may apply.

Amendment and Termination

MAPMG reserves the right to amend, modify or terminate the Plan at any time in any manner and for any reason.

If the Plan is amended, to the extent provided by federal law your accrued benefit as of the amendment date or the effective date, if later, may not be reduced except as provided by the IRS. If the Plan is terminated, or partially terminated, and you are affected, you will be Vested in your benefit already accrued, to the extent funded, as of the termination date.

The Plan is a program established and maintained by MAPMG for the exclusive benefit of participants and their Beneficiaries. However, neither the Plan nor any other plan of MAPMG is or creates an employment contract between MAPMG and any participant, and the Plan does not affect the right of MAPMG to conduct its business affairs, including laying off or terminating the employment of any participant.

Allocation and Distribution of Plan Assets upon Plan Termination

To the extent permitted by law and authorized by the Pension Benefit Guarantee Corporation (PBGC), upon the termination of the Plan, Plan assets will be allocated or distributed in the following order of priority:

- First, benefits that have or could have been in pay status for three years if the participant had retired on the earliest date and received the normal form of benefit will be allocated based on the lowest benefit provided under the Plan within the last five years.
- Second, other benefits guaranteed by the PBGC, including benefit increases within the last five years.
- Third, all other Vested accrued benefits, including benefit increases within the last five years that have not already been allocated under the preceding step.
- Fourth, all other accrued benefits.

Any assets remaining after all liabilities have been satisfied will revert to MAPMG.

Administrative Powers and Responsibilities

Kaiser Foundation Health Plan, Inc. is the Plan Administrator and named fiduciary for purposes of ERISA with respect to the PPRP. Kaiser Foundation Health Plan, Inc. may delegate its administrative authority in writing to another party. Kaiser Foundation Health Plan, Inc. has delegated this authority to the Kaiser Permanente Administrative Committee. Kaiser Foundation Health Plan, Inc. also may delegate its authority to approve or deny claims for benefits to a claims administrator.

The Plan Administrator or, a third party to whom there has been a delegation, has the full discretionary power and authority to control and manage the administration and operation of the PPRP, including but not limited to the following:

- The discretionary authority to prescribe rules for the administration of the PPRP, including forms to be used in such administration;
- The discretionary authority to construe and interpret the PPRP, including the authority to remedy possible ambiguities, inconsistencies or omissions;
- The discretionary authority to decide questions regarding the eligibility of any person to participate in the PPRP and to determine the amount of benefits payable under the Plan;
- The discretionary authority to approve or deny claims for benefits under the PPRP, unless discretionary authority has been delegated in writing to a third party, such as a claims administrator; and
- The discretionary authority to appoint or employ agents, including but not limited to, counsel, accountants, consultants and other persons to assist in the administration of the PPRP.

Assignment of Benefits

Generally, your benefits under the PPRP cannot be assigned, given away, transferred, or pledged in any way. There are some exceptions to this rule, for example if there is a Qualified Domestic Relations Order (QDRO) or a qualified federal tax lien.

Qualified Domestic Relations Order

In the event of a separation or dissolution of marriage, a court may issue an order directing the PPRP to pay some or all of your benefits for alimony, child support, or as a martial property settlement. Within a reasonable period after the plan receives the order, it will determine whether the order is a Qualified Domestic Relations Order (QDRO) and will advise you in writing of its determination, or it will ask a court to decide the question.

Until validity of the domestic relations order is resolved, that part of your interest in the plan which is subject to the domestic relations order will be separately accounted for and may not be distributed. If a decision is made within 18 months, the account will be paid out in accordance with the QDRO. If the status of the domestic relations order is unresolved by then, your benefit will no longer be separately accounted for and distributions may be permitted. If the order is later determined to be qualified, the order will apply prospectively.

You can obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator. For additional information about a QDRO for the plan, contact the Fidelity Service Center at **(866) 627-2826** Monday through Friday from 8:30am. to 9 p.m. Eastern Time.

Claims and Appeals

To receive any benefits to which you may become entitled under the PPRP, you must apply to the Fidelity Service Center. You can reach the Fidelity Service Center by calling **(866) 602-0411** Monday through Friday 8:30 a.m. to 9 p.m. Eastern Time. The Fidelity Service Center will process your request for a retirement benefit and provide you with an estimate of the amount of your retirement benefits. The Fidelity Service Center will mail you the appropriate retirement kit upon request. The application process is not complete until the Fidelity Service Center receives your accurately completed forms.

Please note: Each retirement kit includes an expiration date. This distribution process must be completed on or before the expiration date or you may be required to restart the distribution process from the beginning.

If you disagree with Fidelity Service Center determination of your entitlement to, or the amount of, a benefit, you may discuss it with a Fidelity Service Center representative. If you still disagree with Fidelity's determination, you may make a formal claim for benefits.

How to File a Claim

You or your authorized representative must complete and file a Claim Initiation Form at the address shown on the form. The completed form must indicate that you are filing a claim for benefits under the PPRP. You must request this form from the Fidelity Service Center at **(866) 602-0411,** Monday through Friday, from 8:30 a.m. to 9 p.m. Eastern Time. The formal claims and appeals process will not begin until you or your authorized representative complete and return this form to the appropriate address.

When to File a Claim

Generally, a claim for benefits must be filed by the latest of (i) 2 years after your termination of employment from MAPMG and all other Kaiser Permanente entities, and (ii) 2 years after written notice of vested status and the amount of your benefit, or information on where to obtain the amount of your benefit.

However, you have one year from your Benefit Commencement Date (or if later the date in the paragraph above) to file a claim solely with regard to the failure to timely pay your Retirement Income.

Generally, any later submitted claim is precluded unless related solely to failure to timely pay the previously determined amount of Retirement Income, the form of payment or the adjustment to Retirement Income for commencement before your Normal Retirement Date.

Decision on Your Claim

The Plan Administrator will notify you or your authorized representative of its decision of your claim no more than 90 days after it receives it. If the Plan Administrator needs an extension of time of up to an additional 90 days to decide your claim, it will notify you or your authorized representative in writing before the expiration of the initial 90-day period of the special circumstances requiring the extension and the date by which it expects to make a decision.

If the Plan Administrator does not respond to your claim within these time limits, you should consider your claim denied and you may file an appeal.

If Your Claim Is Denied

If the Plan Administrator wholly or partly denies your claim, it will send you or your authorized representative a written notice of denial that will:

- state the specific reasons why your claim is denied;
- identify the specific PPRP provisions on which the denial is based;
- describe any additional material or information that the Plan Administrator needs before it can approve your claim, and why that information is necessary;
- explain the steps you need to take to file an appeal, the deadlines for doing so, and your right to file a lawsuit under section 502 of ERISA if your appeal is denied; and
- State the time limits described below for initiating any legal action involving a benefit claim.

How to File an Appeal

If you wish to appeal the denial of your claim, you or your authorized representative must file a written appeal with the Kaiser Permanente Administrative Committee Appeals Subcommittee (Appeals Subcommittee) at the following address no more than 90 days after the date of the denial notice:

Kaiser Permanente Administrative Committee Appeals Subcommittee
c/o Fidelity Service Center – Claims & Appeals
P.O. Box 770003
Cincinnati, Ohio 45277-1060

Decision on Your Appeal

You or your authorized representative may submit any statements, documents, records or written argument in support of your appeal. The Appeals Committee will take into account all comments, documents, records, and other information submitted by you or your authorized representative in deciding your appeal without regard to whether this information was submitted or considered in deciding your initial claim. Upon request, the Appeals Subcommittee may allow you or your authorized representative to make oral arguments, present evidence, and present witnesses before deciding your appeal.

In addition, upon written request, the Appeals Subcommittee will provide you or your authorized representative, free of charge, with copies of all relevant documents and records.

The Appeals Subcommittee will decide your appeal at the next regularly scheduled meeting following its receipt of your appeal unless your appeal is received within 30 days of that meeting. In that case, the Appeals Subcommittee will decide your appeal at the second regularly scheduled meeting after it receives your appeal. If the Appeals Subcommittee needs an extension until no later than the third regularly scheduled meeting after it receives your appeal due to special circumstances, it will notify you in writing before the extension begins of the special circumstances requiring the extension and the date by which it expects to decide your appeal. The Appeals Committee will notify you of its decision no more than 5 business days after it decides your appeal.

If Your Appeal Is Denied

If the Appeals Subcommittee denies your appeal, it will send you a written notice of the denial which will:

- state the specific reasons why your appeal is denied;
- identify the specific PPRP provisions on which the denial is based;
- include a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records other information relevant to your appeal;
- state your right to file a lawsuit under Section 502(a) of ERISA; and
- state the time limits described below for initiating any legal action involving a benefit claim.

If the Appeals Subcommittee does not respond to your appeal within the time frames stated above, you should consider your appeal denied.

The decision of Appeals Subcommittee on any appeal will be final and conclusive on all parties.

The Plan Administrator or its delegate has discretionary authority to make findings of fact and to interpret and apply the terms of the Plan in deciding claims and appeals.

Limitations on Legal Action

You may not file a lawsuit or take any other legal action with respect to your claim until you have exhausted the claims and appeals procedure described above. In addition, you may not file a lawsuit with respect to your claim more than one year after the final decision on your claim. Any lawsuit must be filed in the United States Federal District Court for the Northern District of California where the Plan is administered.

Legal and Claims Information

Plan Name:	Permanente Physicians Retirement Plan for The Mid-Atlantic Permanente Medical Group, P.C.
Plan Sponsor:	Mid-Atlantic Permanente Medical Group, P.C. 700 2nd Street NE Washington, DC 20002
Plan Sponsor EIN:	52-1196226
Plan Number:	001
Plan Type:	Pension – 401(a) defined benefit plan
End of Plan Year:	December 31
Plan Administrator:	Kaiser Foundation Health Plan, Inc. (KFHP) is the Plan Administrator and named fiduciary of the Plan for purposes of ERISA. However, KFHP has delegated its responsibility for the day-to-day administration of the Plan to the Administrative Committee. Kaiser Permanente Administrative Committee c/o Kaiser Foundation Health Plan, Inc. 1 Kaiser Plaza, 20th Floor Bayside Oakland, CA 94612 (510) 271-5940

Type of Administration:	Third-Party Record keeper
Claims Administrator:	*A completed Claim Initiation Form can be mailed to:* Fidelity Service Center Claims & Appeals P.O. Box 77003 Cincinnati, OH 45277-1060 *To request a Claim Initiation Form, call:* Fidelity Service Center at (866) 602-0411 Monday through Friday from 8:30 a.m. to 9 p.m. Eastern Time
Plan Trustee:	State Street Bank Retiree Services PO Box 550868 Jacksonville, FL 32255-0868
Funding Medium:	Assets held in trust
Contributing Source:	Employer contributions actuarially determined
Service of Legal Process:	Kaiser Foundation Health Plan, Inc. 1 Kaiser Plaza, Suite 2001 Oakland, CA 94612 *Service of legal process may also be made upon the Plan Administrator or Plan Trustee.*

Retirement Plan Termination Insurance

Your pension benefits under the PPRP are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the PPRP terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

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

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

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

Statement of ERISA Rights

As a participant in the PPRP you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all PPRP participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated *Summary Plan Description*. The 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 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 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, 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.

For More Information

For more information about your PPRP benefit or to obtain a pension estimate, contact the Fidelity Service Center at **(866) 602-0411,** or online at **NetBenefits.com**. The Fidelity Service Center is available to assist you, but they are not fiduciaries under the PPRP. Any information provided by the Fidelity Service Center does not override the terms of the PPRP.