

PERMANENTE MEDICINE®

Mid-Atlantic Permanente Medical Group

Summary Plan Description

**Mid-Atlantic Permanente Medical Group, P.C.
401(k) Plan**

Effective January 1, 2025

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Introduction

About the Plan and this Summary

Mid-Atlantic Permanente Medical Group, PC (“MAPMG”) offers the Mid-Atlantic Permanente Medical Group, P.C. 401(k) Plan (the “Plan”) to provide you with a long-term investment vehicle that helps you save for retirement. The Plan also provides additional contributions from MAPMG when you become eligible for them.

This Summary Plan Description (“SPD”) summarizes many of the important Plan provisions concerning who is eligible to participate, when you can begin receiving a benefit, and how your benefit is determined. This SPD summarizes provisions in the Plan as in effect on January 1, 2025.

Please read this SPD to become familiar with your benefit from the Plan, and keep it for future reference. If you have questions you can visit Fidelity’s website at [NetBenefits.com](https://www.fidelity.com/NetBenefits.com) or call Fidelity Service Center at (800) 835-5095 to talk to a Fidelity Service Center representative.

You may request a copy of the Plan document from MAPMG Benefits at MAPMG-Benefits@kp.org. Should any differences exist between this SPD and the official Plan document (or any information received from Fidelity, MAPMG or any other party), 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”). However MAPMG does not guarantee any tax consequences. Please contact your tax advisor for any tax questions.

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.

Plan Highlights

Eligible employees may contribute to the Plan. Here are some highlights of how the Plan works:

- You may contribute on a pre-tax basis up to the maximum set by the IRS (\$23,500 in 2025). If you are age 50 or older in 2025, you may contribute an additional pre-tax amount (up to \$7,500 in 2025), for a total of \$31,000. You will be 100% vested in these contributions immediately.
- You may contribute on an after-tax basis as Roth contributions. Roth contributions are subject to the same limits as pre-tax contributions and take the place of the pre-tax contributions described above. If you meet the requirements for qualified Roth distributions (which include leaving the contributions in the Plan for at least five years), you will not be taxed on the earnings on the Roth contributions.
- You also may contribute up to an additional \$19,000 per year (as of 2025) on an after-tax basis. These contributions are in addition to the pre-tax (and/or Roth) contributions described above. This limit may be changed by MAPMG for subsequent years.

- Additionally, you may elect to convert your pre-tax and after-tax Plan contributions to Roth after these contributions are deposited to the Plan. Pre-tax contributions and earnings on after-tax contributions are taxable on conversion. However, you may also elect to have your after-tax contributions automatically converted to Roth to minimize the amount of earnings that are taxed on conversion.
- If you are a MAPMG staff employee and have at least two years of service, MAPMG will contribute 5% of your eligible pay subject to the IRS pay limit (\$350,000 in 2025). This contribution is made even if you do not make your own contributions to the Plan. You will be 100% vested in these contributions immediately.
- If you are a MAPMG physician and complete at least 1,000 hours during your first 12 months of employment, or during any subsequent calendar year, MAPMG will contribute 5% of your eligible pay subject to the IRS pay limit (\$350,000 in 2025). This contribution will be made even if you do not make your own contributions to the Plan. You will vest in these contributions ratably over five years; after five years of service you will be 100% vested in these contributions.
- All contributions will be credited to your Plan account.
- You choose how to invest your Plan account among the Plan's investment funds and may also choose to open a brokerage account within the Plan for your Plan investments.
- You may change how your Plan account is invested on a daily basis.
- While you are employed with MAPMG, you may be eligible to take a loan or withdrawal from your account, take a distribution if you incur certain financial hardships, or take a distribution when you have reached age 59½. However, tax penalties may apply on such distributions.
- You can receive your vested account when you terminate employment from MAPMG (and The Permanente Medical Group, Inc. ("TPMG")).

401(k) Plan Information Resources

To access information about your 401(k) benefits, visit Fidelity NetBenefits at [NetBenefits.com](https://netbenefits.com) or call the Fidelity Service Center at (800) 835-5095 to talk to a Fidelity Service Center representative.

NetBenefits.com

The NetBenefits website (Fidelity NetBenefits® at [NetBenefits.com](https://netbenefits.com)) is your primary resource for personalized service. You can conduct most transactions and obtain information about the Plan online.

Participating in the Plan

Eligibility

You become eligible to contribute to the Plan on your date of hire if you are an eligible employee.

You are an eligible employee if you are classified by MAPMG as a shareholder track or shareholder physician, or a staff employee (including an executive level non-physician). Podiatrists are treated as physicians under the Plan.

You are not eligible to contribute or participate if you do not meet the Plan requirements. For example, you are not eligible if:

- You are classified by MAPMG as a nonbenefited employee;
- You are classified by MAPMG as an independent contractor, even if that classification is successfully challenged by the government or anyone else; or
- you are a “leased employee”.

Enrolling in the Plan

Contributing to the Plan is voluntary. Log on to Fidelity NetBenefits® at NetBenefits.com or call the Fidelity Service Center at (800) 835-5095 to enroll in the Plan. When you enroll, you will choose the percentage of your deferral compensation that you wish to contribute and make your investment elections. Contributions are deducted beginning with the first full pay period which begins as soon as administratively practicable after your enrollment request is received. You may enroll when you are first eligible or you may postpone your enrollment until any later date, as long as you remain eligible.

Naming a Beneficiary

A beneficiary is the person who receives your Plan account in the event of your death.

If you choose more than one beneficiary, you must specify the percentage to be designated to each beneficiary. You may name your beneficiary(ies) at the same time you enroll.

If you are legally married at the time of your death, the full value of your account is paid to your spouse unless you have designated someone other than your spouse as your beneficiary (with your spouse’s irrevocable notarized written consent). In accordance with federal law, a domestic partner or a party to a civil union is not treated as your spouse. Please see page 21 if you divorce.

If you are not legally married at the time of your death and you have not named a beneficiary, or if your beneficiary dies before you do or cannot be found, the full value of your account is paid in the following of priority: your children (and their children if your children are deceased), your parent(s), or your estate.

You may name or change your beneficiary(ies) online at NetBenefits.com. For more information on designating your beneficiary(ies) and the distribution to your beneficiary(ies), see page 21.

Contributions to Your Account

Your contribution elections (Pre-tax, Roth, and After-Tax) remain in effect until you change them.

Regular Pre-tax Contributions

You may elect to contribute from 1% to 50% of your deferral compensation on a pre-tax basis each payroll period, subject to the IRS limit which is \$23,500 for 2025 or \$31,000 if you are age 50 or older in 2025. However, your contributions cannot exceed the amount of the deferral compensation payable to you after applicable withholding. (See page 8 for how to make elections and page 9 for annual IRS dollar limits that apply.) The IRS limits may be changed in future years.

Note: The “super-catch-up” that was created by the SECURE 2.0 Act of 2022 (allowing increased contributions for employees who reach ages 60-63 during the year) is not yet available under the Plan. You will be informed if and when this feature becomes available.

By making pre-tax contributions, you set aside money from your paycheck before federal and state income taxes are calculated. However, federal FICA taxes and any applicable state or local taxes are due on your contributions. This means you do not pay federal income taxes (but do pay Social Security and Medicare taxes) on your savings or on the earnings, until they are withdrawn from the Plan. In effect, you reduce your taxable income so you pay less in income taxes now, and also your account continues to grow tax-deferred.

If you are on a paid leave, contributions will continue unless you elect to stop them. If you are on an unpaid leave, your contributions will resume (at the same levels as before your leave) when you return to work. However, in certain instances, you may be required to reenroll. Contact MAPMG Benefits at MAPMG-Benefits@kp.com for more information.

Roth Contributions

Instead of making pre-tax contributions, you may elect to contribute from 1% to 50% of your deferral compensation on an after-tax basis each payroll period as Roth contributions.

Roth Contributions are combined with and subject to the same annual IRS dollar limits that apply to your regular pre-tax contributions. (See page 8 for how to make elections and page 9 for annual IRS dollar limits that apply.)

Roth contributions are made on an after-tax basis. Because you pay taxes at the time you make the Roth contributions, your Roth contributions are not taxed when your benefits are paid to you. The investment earnings on Roth contributions are also not taxed when paid to you if (i) it has been at least five years since you began making Roth contributions and (2) you are at least age 59½ when your benefits are paid (or your benefits are paid because of death or disability). If you don't meet both of these requirements, then generally the earnings will be taxed when paid to you.

After-tax Contributions

In addition to your pre-tax contributions and your Roth contributions, you may elect to make after-tax contributions to the Plan. You will pay taxes on these contributions at the time that you

make them; investment earnings will not be taxed until you receive payment. However, see page 7 for information on how you may convert your after-tax contributions to Roth contributions and in that way not pay tax on the investment earnings after the conversion.

You may specify up to 25% of your deferral compensation as after-tax contributions, but your total contributions (including your pre-tax and Roth) may not exceed 75% of deferral compensation set by the plan administrator. Subject to these limits, you may contribute up to \$19,000 per year of after-tax contributions (for 2025 - subject to change in subsequent years).

Deferral Compensation generally means your base pay (including amounts contributed to this Plan and other pre-tax contributions for MAPMG's health and flexible spending plans), plus overtime, bonuses and annual incentive pay.

SUMMARY – Your Contribution Options

	<u>Pre-tax</u>	<u>Roth</u>	<u>After-Tax</u>
Contributions	Contributions are made on a pre-tax basis (come out of your pay pre-taxes) and lower your current taxable income	Contributions are made after-tax (reduce your take-home pay by the actual amount)	Contributions are made after-tax (reduce your take-home pay by the actual amount)
2025 Contribution Limits if you are not age 50 or older	\$23,500 (including Roth 401(k) contributions)	\$23,500 (including Pre-tax contributions)	\$19,000
2025 Contribution Limits if you are age 50 or older	\$31,000 (including Roth 401(k) contributions)	\$31,000 (including Pre-tax contributions)	\$19,000
Tax on Employee Contributions when withdrawn from the Plan	Are taxed upon withdrawal and generally subject to a 10% penalty if withdrawn before age 59½	No tax on contributions and earnings for qualified distributions	Contributions are not taxed upon withdrawal, but the earnings are. (If you withdraw contributions, you'll also be required to withdraw earnings.) Earnings are also generally subject to 10% penalty if withdrawn before age 59½

Notes

- *Pre-tax and Roth Contributions also are limited to 50% of deferral compensation. After-tax contributions are limited to 25% of deferral compensation up to \$19,000 per year.*
- *A qualified distribution is one that is taken at least five tax years from the year of your first Roth contribution and after you have attained age 59½ or become disabled or deceased.*
- *Contribution limits are set by the IRS and may change from year to year. Contributions may be further limited by non-discrimination rules.*
- *If you maintain an after-tax balance and subsequently elect to automatically convert to Roth, there will be a cost basis applied to converted amounts.*

MAPMG Contributions

If you are a MAPMG staff employee eligible to participate in the Plan, MAPMG will contribute 5% of your eligible pay for each payroll period after you are eligible for these contributions. To receive this contribution, you must have completed at least two years of service with MAPMG or an affiliate (hours with another KP Medical Care Organization prior to employment with MAPMG are counted). You do not have to make any contributions to the Plan to receive this contribution.

If you are a physician eligible to participate in the Plan, MAPMG will contribute 5% of your eligible pay for each payroll after you are eligible for these contributions. To receive this contribution, you must complete at least 1,000 hours of employment with MAPMG during the 12-month period beginning on your date of hire or during any subsequent calendar year. You do not have to make any contributions to the Plan to receive this contribution. **Eligible Pay** (called “Employer Contribution Compensation” in the Plan) for non-physicians generally means your base pay (including amounts contributed to this Plan and other pre-tax contributions for MAPMG’s health and flexible spending plans), plus overtime, bonuses, and annual incentive pay. For physicians, eligible pay means the stated base salary for your position (including amounts contributed to this Plan and other pre-tax contributions for MAPMG’s health and flexible spending plans), multiplied by your “full-time equivalent factor” if employed on a less than full time basis (so as to reflect the base salary that is actually paid), plus your annual incentive pay from MAPMG.

If you transfer employment to MAPMG from another Kaiser Permanente entity, your employment with that other entity may count for determining your eligibility to receive MAPMG contributions.

Converting Contributions to Roth Accounts

A participant may elect at any time, in accordance with the procedure and rules established by the Plan Administrator, to convert all of part of his or her vested non-Roth account to a Roth account. All of the amount converted that is pre-tax will be taxed at that time. After-tax contributions may be converted to a Roth account, and any income that is attributable to those contributions will be taxed at that time.

Key rules that apply to conversions include these:

- All Roth conversions are irrevocable.
- Hardship distributions cannot be converted.
- Spousal consent is not required to convert.
- An alternate payee under a QDRO who is a spouse or former spouse of a participant may elect to convert.
- Former employees who are participants may elect to convert.
- Outstanding Plan loans cannot be converted.
- A rollover out of the Plan from a Roth conversion account can only be made to another Roth account in accordance with IRS rules.
- Direct rollovers from a Roth account in another employer's plan to this Plan may be allowed, except that "indirect rollovers" (sometimes called "60 day rollovers") and rollovers from Roth IRAs are not allowed for Roth amounts.

You can elect to have Roth conversions occur automatically for all contributions. This election may be of particular interest for after-tax contributions. With automatic conversion, there is little time lag between contribution and conversion so there is less chance that on conversion any income will have been earned on that amount and therefore conversion may occur without any additional tax on that event.

How Contributions Are Credited

Your contributions are deducted from each paycheck. Each pay period, MAPMG sends your contributions and MAPMG contributions to the Plan trustee, who credits them to an account in your name.

Contribution Elections, Changes and Suspensions

You may start, stop, or change your contribution rate at any time either online at NetBenefits.com or by calling Fidelity at (800) 835-5095. The election or change will become effective for the first full pay period that begins as soon as administratively practicable after your election is received.

If you leave MAPMG, your contributions automatically stop. You may not make contributions to the Plan from any pay you receive after you terminate employment.

Annual Limits on Contributions and Pay

The IRS limits the amount you may contribute to the Plan.

Limit on Your Contributions

If you reach the limit, your contributions will generally be stopped by the Payroll department and will resume at the same percentage or dollar amount at the beginning of the next year, unless you change your election. The 2025 annual contribution limit for pre-tax and/or Roth contributions is \$23,500 if you are younger than age 50 and \$31,000 if you are age 50 or older in 2025. The 2025 annual limit for after-tax contributions is \$19,000. These limits may change in future years.

Contributions you make in the same calendar year to another employer's 401(k) plan (and certain other types of plans) also count toward the annual IRS contribution limit. If the combination of your contributions to the Plan and another employer's plan exceeds the annual IRS limit, you should contact Fidelity by March 1 of the following calendar year to request a corrective distribution of the excess contributions. If you do not correct an overcontribution you could incur tax penalties.

Limit on Your Pay

Generally, the IRS limits the amount of your eligible pay that can be counted for purposes of calculating contributions to the Plan. For 2025, the eligible pay limit is \$350,000. This may change in later years.

IRS Limit on Total Contributions

The sum of your pre-tax, Roth, after-tax and MAPMG's contributions for a year may not exceed the IRS's total contribution limit (\$70,000 for 2025 – which may change in later years) or the Plan's limit if lower. However if you are age 50 or older in 2025, your pre-tax and Roth contributions in excess of \$23,500 do not count against the IRS total contribution limit.

Rollover Contributions

If you are an eligible employee, with the approval of the Plan Administrator you may roll over distributions from certain other retirement savings plans to the Plan. These include distributions from the following types of plans:

- Section 401(k) and other tax-qualified plans such as pension plans and profit sharing plans, and
- IRAs other than Roth IRAs.

You cannot roll over hardship withdrawals, after-tax contributions or certain distributions that are required because you have attained required minimum distribution age to the Plan.

Other limitations also may apply. If you have any questions, please call the Retirement Benefits Line.

Rollover forms and instructions are available online at NetBenefits.com or by calling Fidelity at (800) 835-5095. Rollovers will be credited to a rollover account within the Plan.

If the check from your former plan is made payable to you, the rollover must be received by Fidelity Investments within 60 days after you receive payment from the former plan.

Investing Your Account

Your investment earnings on your Plan account are tax-deferred. You choose how to invest your Plan account among the available investment funds or through a self-directed brokerage account. A general description of the current funds is available online at NetBenefits.com, where you will also find historical rates of return and other data.

Selecting Investments

The different investment funds are intended to provide a wide range of risk, liquidity, and investment return opportunity. Past performance does not guarantee or predict future performance, and the rate of return earned on investments in the various funds is dependent upon different factors.

In addition to the Core and Target Date options that are offered under the Plan, you may invest in a wide range of stocks, mutual funds, and fixed-income investments offered through a self-directed brokerage account offered by Fidelity Investments called BrokerageLink®. A brokerage account allows you to diversify your investments beyond the Plan's core investment options. Investing through BrokerageLink may involve additional fees compared to investing in the investment funds available through the Plan. We recommend that you discuss all of your investment choices with your financial advisor.

BrokerageLink is an online brokerage account that offers participants access to a large variety of mutual funds and publicly-traded securities and provides additional financial tools within the Plan. With BrokerageLink, participants pay a fixed amount for each trade.

Participants using BrokerageLink may also authorize a third-party financial advisor to process individual trading requests. In addition to the fixed amount paid for each trade, Participants who utilize a third-party financial advisor may also pay commissions to that advisor. For more information regarding self-directed brokerage, contact Fidelity at NetBenefits.com or telephone the Fidelity at (800) 835-5095.

All investment choices are yours. MAPMG, the Finance, Audit and Retirement Committee (the "Committee"), and the Plan's trustee do not recommend any investment option over another. However, you do have resources to help you make investment choices.

Online Tools

The NetBenefits.com website provides online investment and retirement planning tools tailored to your individual retirement goals, as well as detailed investment summaries of each fund available within the Plan.

In Print - Prospectus

You may call the Fidelity Service Center to request a prospectus for any of the investment funds. You will automatically be mailed a prospectus the first time you invest in a fund. If you do not receive a prospectus after you first invest in a fund, simply log on to NetBenefits.com or call the Fidelity Service Center.

You Are Responsible For Your Investment Decisions

The Plan is intended to meet the requirements of ERISA Section 404(c) and related regulations. This means that you must make your own decisions about choosing Plan investments among the ones offered by the Plan or through BrokerageLink. Your selection should take into account your personal financial situation—including your total assets and investments, both inside and outside the Plan—and the length of time you intend to have the funds invested. Because you (rather than MAPMG or other Plan fiduciaries) select how your account is invested, you are responsible for the results of your investment decisions.

To help you make your investment choices, you will receive financial information, investment performance updates, and certain other disclosures on the investment funds available under the Plan. You may request additional information, including:

- An updated prospectus for any of the investment funds;
- Financial statements, reports, or similar materials relating to the investment funds;
- A description of the annual operating expenses of each investment alternative (stated as a percentage of net assets);
- The value of the portion of your account that is invested in a particular fund; and
- The current and past investment performance of each investment alternative, net of expenses.

To request any of these materials, or for any other information about the investment funds, log on to NetBenefits.com or call (800) 835-5095 to talk to a Fidelity representative.

Remember, the market price of investment funds may go up or down, and there is no guarantee as to how much the investments you elect will be worth at the time your account is payable.

The Plan trustee is the designated fiduciary responsible for receiving and acting on your investment directions. In certain circumstances, the Plan trustee may refuse to comply with your investment instructions, for example, when they are not in accordance with the legal Plan documents or in certain other unusual circumstances. You will be notified if this occurs.

The MAPMG Finance, Audit and Retirement Committee is the designated fiduciary responsible for selecting the investment funds that are available under the Plan. The Committee has hired professional advisors to assist in carrying out these duties.

Making Your Investment Choices

Your contributions will be invested in the funds you designate when you enroll in the Plan. Your investment designations must be in 1% increments and must total 100%.

While the MAPMG Audit, Finance and Retirement Committee and Fidelity Investments have provided you with information about your investment options and have made some investment education materials available, they cannot advise you on how to invest your accounts. No employee or agent of MAPMG or the Plan is authorized or able to provide investment advice to you. You may wish to consult a financial advisor before making your investment decisions.

Changing Your Investment Choices

You may change your investment choices at any time, but no more than once daily, by logging on to NetBenefits.com or calling (800) 835-5095 to talk to a Fidelity representative. Changes must be made in 1% increments.

Investment Elections for Future Contributions

Investment elections for future contributions may be changed on a daily basis. Generally, investment election changes become effective the next business day. If no investment election has been designated, any contributions (and loan payments, if any) will be directed to a default investment fund designated by the Committee. This fund may change from time to time. Currently, the Committee has designated the Vanguard Target Date Fund for the year that is closest to the year in which you will turn age 65.

Investment Elections for Existing Balances

You can reallocate your existing account balance among the funds on a daily basis. Fund reallocations generally become effective the same business day if your request is made before 4 p.m., Eastern Time. They become effective on the next business day if your request is received after 4 p.m., Eastern Time, or on a weekend or holiday.

A mutual fund may impose reasonable restrictions on the timing and frequency of buying or selling funds within the Plan as necessary to conform to applicable laws, to meet restrictions imposed by a particular fund manager, and to prevent harm to other Plan participants. Request a fund prospectus for more information.

Special Circumstances

In some cases, special circumstances (for example, computer problems or emergencies affecting the stock exchanges) may lead to a delay in implementing your investment election or fund reallocation. In these situations, your election will be implemented as soon as possible but on a later date than would ordinarily be the case. Your election will be implemented based on the value of the investments on the date on which the transaction is actually executed. Also, in some circumstances (for example, a change in record keepers), it may be necessary to “black out” periods of time when investment and fund reallocation elections cannot be made. You will be notified in advance if a blackout period is scheduled.

Account Valuations and Statements

When you join the Plan, an account is set up in your name. Your account has subaccounts for each type of contribution. The current subaccounts are:

- Employee pre-tax contributions;
- Employee Roth contributions;
- Employee after-tax contributions
- Roth in-Plan Conversions
- Employee rollover contributions; and
- MAPMG contributions.

Your account value is generally determined at the end of each business day. The record keeper allocates to each participant's account the gains or losses of each investment and any withdrawals on a daily basis, as well as contributions and any loan activity on a payroll-period basis. You will receive quarterly statements showing the balance of your Plan account. You also may check your current account balance at any time by logging on to NetBenefits.com or by calling (800) 835-5095.

If you have any questions about your account or your subaccounts, log on to NetBenefits.com or call (800) 835-5095.

Loans

The Plan allows you to take a loan from your account while you are actively employed. You may not take a loan after you terminate employment. When you borrow money through the Plan, you are actually borrowing the money from yourself. The interest you pay is credited to your account. Loans can be requested daily.

Loan Amount

The minimum amount you can borrow is \$1,000. The maximum amount you can borrow, including all outstanding Plan loans you may have, is the lesser of:

- \$50,000 minus the excess of your highest outstanding loan balance from this Plan (and all qualified plans maintained by TPMG) during the last 12 months over your outstanding loan balance on the day the loan is made; or
- 50% of your vested account balance.

There is a \$50 loan-application fee for each loan request, which will be deducted from your account when the loan is processed. The fee will not reduce the loan amount you request. An annual loan maintenance fee of \$25 (split into 4 equal quarterly payments) will be deducted from your account while your loan is outstanding.

Requesting the Loan

To request a loan, call Fidelity at (800) 835-5095. You will need to choose the loan amount and term of your loan. You can take up to 5 years to repay a general purpose loan and up to 15 years to repay a loan use to buy your primary residence. Your loan repayment amount is calculated at the time of your request.

You may have up to 2 loans outstanding at a time (including any loan that you may have received from a TPMG plan).

The loan interest rate is equal to the prime rate plus 1%, as of the last business day of the month before the loan contract is executed. If you are serving in the military and have an outstanding Plan loan, you may request a 6% cap on your loan's interest rate.

Loans are taken from your vested account and are prorated across your subaccounts and investment elections.

Repaying the Loan

You repay your loan through regular, after-tax payroll deductions. Loan repayments will begin as soon as administratively practicable after your loan is requested.

If your payroll deductions do not start after you have received your loan, you must immediately notify MAPMG Benefits. It is your responsibility to monitor and repay your loan when loan payments are due, regardless of whether or not payroll deductions are made.

You may repay your loan in full at any time with no prepayment penalties. Partial prepayments are not permitted. If you would like to repay a loan early, call the Retirement Benefits Line at 800-835-5095 for your early loan payoff amount.

If you are not receiving a paycheck (for example, during an unpaid leave), you may elect to have your loan payments suspended for up to one year and your loan repayment schedule recomputed but the initial due date will not change. Otherwise, it is your responsibility to continue making loan repayments from your own funds. You should contact MAPMG Benefits for guidance regarding loan repayments during an unpaid leave. Special rules may apply for a military leave. Remember: It is your responsibility to monitor and repay your loan.

When You Leave MAPMG

- You may repay the outstanding loan balance in a single payment. (In that case, you may then be able to roll over that amount to an IRA or other plan.)

You may repay the loan over its remaining term in accordance with a revised payment schedule

- If, after you terminate employment, you do not continue making loan repayments or repay your outstanding loan balance when due, your loan balance will be treated as in default and will be taxable income to you. A 10% early distribution penalty tax may also apply.
- If you receive a distribution of your account before you repay the outstanding loan, the outstanding balance of your loan will be treated as part of the distribution for income tax purposes so the cash amount that you receive will not include the outstanding loan balance and that balance will be treated as a taxable distribution to you.

Loan Defaults

- If you miss a regularly scheduled loan payment, your entire loan will be treated as in default if that payment is not made by the last day of the calendar quarter following the calendar quarter in which the payment was missed. (For example, if you missed a payment in April, your loan would go into default if you did not make up that payment by the end of September.)
- If you are still employed by MAPMG after the loan goes into default, you may repay the outstanding balance (including interest that accrues after the default) at any time in a single lump-sum payment.
- When a loan is defaulted, the Plan is required to report the outstanding loan balance as a taxable distribution in the year in which the default occurs. In addition to income taxes, you may be subject to a 10% federal penalty tax on the outstanding loan balance (including unpaid accrued interest). You may be restricted from taking another loan until the defaulted loan has been repaid. In addition, if you are eligible for a distribution, the outstanding loan balance will be offset against your vested account balance.

Withdrawals

Hardship Withdrawals

In certain hardship or emergency cases while you are employed and have an immediate and heavy financial need, you may be able to withdraw all or part of your vested account balance from the following accounts:

- Your pre-tax contribution and Roth contribution accounts;
- Your rollover account; and
- Your Roth conversion account

Contributions and earnings from these accounts may be withdrawn on a hardship

You may not take a hardship withdrawal from your MAPMG contribution account.

The following may qualify for a hardship withdrawal under the Plan:

- Down payment and closing costs for the purchase (excluding mortgage payments) of your principal residence;
- Medical expenses for you, your spouse, your beneficiary or your tax dependents that are not reimbursable from another source;
- Payments of tuition, related education fees, or room and board for the next 12 months of postsecondary education for you, your spouse, your beneficiary, your children, or your tax dependents that are not reimbursed by a scholarship or grant;
- Prevention of eviction from, or foreclosure on the mortgage of, your principal residence;
- Burial or funeral expenses for your spouse, children, parents, beneficiary or tax dependents;
- Expenses for repair of damage to your principal residence that qualify for the casualty tax deduction (without regard to certain limitations in Code section 165(h)(5));
- Expenses and losses incurred on account of a federally declared disaster if your principal residence or place of employment at the time of the disaster was located in a FEMA designated area for individual assistance; and
- Any other event that is deemed an immediate and heavy financial need by the IRS.

You must provide written documentation demonstrating that you have one or more of these needs and stating the amount necessary to satisfy the need.

If you would like a hardship withdrawal, you should contact Fidelity at (800) 835-5095.

The Committee has the discretion to approve or deny hardship withdrawal requests. The Committee's decision will be made in accordance with consistently applied uniform and nondiscriminatory standards and policies.

If you qualify for a hardship withdrawal, the following requirements apply:

- The amount of the hardship withdrawal cannot be more than the amount of your hardship need plus the amount of any federal, state, or local taxes (including any penalty taxes) that you may owe on the withdrawal amount; and
- You must have obtained all other distributions available from the Plan and all other deferred compensation plans of MAPMG; and
- You must make such representations as are required by the Plan Administrator to demonstrate that the withdrawal is necessary to alleviate your immediate and heavy financial need. You must represent that you have insufficient cash or other liquid assets reasonably available to satisfy your need.

Withdrawals from your After-tax Account

You may withdraw all or part of your after-tax account at any time. The earnings on the withdrawal will be taxed and subject to any "early withdrawal" 10% penalties. Also, if you make a partial withdrawal the IRS will treat a portion of the withdrawal as earnings subject to tax.

If you would like to take a withdrawal from your after-tax account, contact Fidelity at (800) 835-5095. There is a \$25.00 fee for each after-tax withdrawal processed.

Age 59½ Withdrawals

Once you reach age 59½, you may withdraw all or part of your vested account balance while you are employed. However, you may not withdraw any portion of your account attributable to MAPMG contributions after December 31, 2012.

If you would like to take an age 59½ withdrawal, contact Fidelity at (800) 835-5095. There is a \$25.00 fee for each age 59½ withdrawal processed.

Payment of Your Account

When you leave MAPMG (and TPMG including any subsidiary of TPMG), you are eligible to receive the value of your vested account balance. Final distribution information will be sent to you after you terminate. The information includes details about your payment options, a final distribution form, and a payment rights notice.

Vesting

The vested portion of your Plan account is the portion that is non-forfeitable if you terminate employment. You are always 100% vested in your pre-tax contributions, Roth contributions, after-tax contributions, Roth conversions and earnings on those contributions.

If you are not a physician, or are a physician whose first day of employment with MAPMG was before January 1, 2010, you are also always 100% vested in MAPMG's contributions, and earnings on those contributions.

If you are a physician whose first day of employment with MAPMG was on or after January 1, 2010, you will become vested in MAPMG's contributions, and earnings on those contributions, according to the following schedule:

Years of Service	Vested Percentage
Less than 1	0%
1	10%
2	30%
3	50%
4	70%
5 or more	100%

Generally, Years of Service are measured from your date of hire by MAPMG or prior service with any Kaiser Permanente Medical Care Organization, and increase by one on each anniversary of your date of hire if you are still employed by MAPMG or TPMG. You automatically become 100% vested if, while employed by MAPMG or TPMG, you reach age 65, become eligible for disability income under the Social Security Act or MAPMG's long-term disability plan, or die.

If you terminate employment before becoming 100% vested and receive a distribution, the unvested portion of your Plan account is forfeited. However, if you are reemployed by MAPMG or TPMG within five years from your termination date, you can have your forfeited amounts restored to your account by repaying the total amount that was distributed to you upon termination of employment before the end of the five-year period beginning on your termination date or the end of the five-year period beginning on your reemployment date, whichever is earlier. If you are reemployed after a forfeiture, contact MAPMG Benefits immediately for more information about having your forfeiture restored.

If you terminate employment before becoming 100% vested and do not receive a distribution, the unvested portion of your Plan account will be forfeited on the last day of the calendar year that includes the fifth anniversary of your termination.

When You Terminate, Become Disabled, or Die

Your vested account is payable when you terminate employment with MAPMG (and TPMG) for any reason, including retirement.

Your vested account is also payable to your beneficiary when you die.

Generally, to receive your account from the Plan, you may call Fidelity at (800) 835-5095 and speak with a representative who will explain how to apply for benefits. You also may apply for a distribution at *NetBenefits.com*. If you die, your beneficiary should contact MAPMG Benefits at MAPMG-Benefits@kp.org.

How Your Account is Paid

You decide how you would like to receive payment. You have the following options:

- **Lump-Sum:** You can elect to receive your vested account balance in a single lump-sum payment.
- **Period Installments:** You can elect to receive installment payments made at least once per year, over a period of time not to exceed your life expectancy.

Direct Rollover to an IRA or another Eligible Plan

You may directly roll over all or a portion of your account tax-free to an IRA or another eligible plan. No federal or state taxes will be withheld from the amount you directly roll over.

You may not directly roll over the portion of your distribution that is required to be distributed to you on account of your attaining required minimum distribution age (See page 21 for more information about these required distributions.)

You may directly roll over your distribution to any one of the following types of plans, but only if the other plan accepts rollover contributions:

- A traditional IRA or Roth IRA;
- Another tax-qualified retirement plan maintained by another employer;
- A Section 403(b) tax-sheltered annuity; or
- A Section 457(b) deferred compensation plan of a state or local government.

Your Roth account can only be directly rolled over to a Roth IRA or designated Roth account under another employer's plan that accepts rollover contributions of Roth amounts.

You will be asked to provide information so that the distribution check can be made payable to the plan that will receive the direct rollover. If you wish to elect a direct rollover, call Fidelity at (800) 835-5095.

If MAPMG makes a contribution to your account after your distribution is processed, you may be asked to make a separate distribution election for the additional money due to you.

When Your Account Is Paid

Generally, if you are eligible for a distribution, your account will be distributed only if you request a distribution.

However, if the value of your vested account is less than \$5,000 (excluding the balance in your Rollover account), the entire balance of your vested account will be automatically distributed even if you do not request a distribution.

- If the amount to be automatically distributed does not exceed \$1,000, the distribution will be made to you directly and applicable state and federal taxes will be withheld.
- If the amount to be automatically distributed exceeds \$1,000 (including the balance in your rollover account), the distribution will be made in the form of a direct rollover to a Fidelity IRA unless you make a different election. If your distribution is rolled over to a

Fidelity IRA, it will be invested in a product designed to preserve principal and provide a reasonable rate of return and liquidity. IRA fees and expenses, including custodial fees and investment expenses, will be charged to your IRA. However, these fees and expenses will not exceed the fees and expenses charged by Fidelity for a comparable IRA established for reasons other than receiving automatic rollovers. If you want further information about the Plan's automatic rollover provisions, please contact Fidelity at (800) 835-5095.

If you have terminated employment with MAPMG (and TPMG) and you have not begun to receive your Plan benefits, your account will also automatically begin to be distributed to you by April 1st after the year in which you reach your "RMD Age" (as provided in the chart below) (this is the IRS's deadline for beginning distributions). In addition, every year after that you must receive the IRS required distribution to avoid the possibility of substantial extra taxes. (Please discuss this with your tax or financial advisor.) However, so long as you remain employed by MAPMG or TPMG, you do not have to take a distribution of your account.

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

Until your account is distributed:

- Your account will continue to be invested in the Plan and will be credited with investment gains and losses.
- You will have access to the same investment funds as active employees.

If You Die

If you die before receiving the full vested value of your account, payment will be made to your beneficiary.

Designating a Beneficiary

When you first enroll, you will be asked to designate your beneficiary online at NetBenefits.com. Beneficiary designations may be changed at any time at NetBenefits.com.

The following rules apply to naming a beneficiary:

- If you are married when you die, your surviving spouse will automatically be your beneficiary unless your spouse irrevocably consented in writing, and the consent is notarized and is on a beneficiary designation form, to naming another person as your beneficiary. Your spouse's signature must be witnessed by a notary public.

- If you submitted a beneficiary designation form before you were married and you later marry, your earlier designation form will become invalid and your new spouse will become your automatic beneficiary. If you want to designate another person as your beneficiary, your new spouse must consent in writing to that designation, witnessed by a notary public.
- If you are not married when you die and you did not validly designate a beneficiary or your designated beneficiary does not survive you, then your beneficiary will be determined in the following order of priority: your children (and their children if your child is deceased), your parent(s), or your estate.
- If you divorce and have formally named your former spouse as your beneficiary, you must change your beneficiary designation if you want another person to be your beneficiary.

In certain circumstances, you may designate a trust as your beneficiary, but specific requirements apply if you designate a trust. For more information, call the Fidelity at (800) 835-5095.

Distribution to Your Beneficiary

Generally, your beneficiary can elect to receive a lump-sum payment of your vested account or to receive periodic installments, as described on page 19. Rollovers may be available to your beneficiary; you should check with your tax advisor if you are interested.

If your beneficiary is your surviving spouse, he or she may defer beginning to receive distributions until the end of the calendar year in which you would have attained RMD Age. If your beneficiary is not your surviving spouse, the deadline for your beneficiary to receive distribution of your vested account will depend on several factors including whether you died before or after your RMD Age and the identity of your beneficiary.

Administration of the Plan

MAPMG is the Plan Administrator. The Audit, Finance, and Retirement Committee (the "Committee") is the named fiduciary for purposes of ERISA with respect to the Plan. MAPMG has appointed Fidelity Investments to manage the day-to-day operations of the Plan.

The Committee has the full discretionary power and authority to control and manage the administration and operation of the Plan, including but not limited to the following:

- The discretionary authority to prescribe rules for the administration of the Plan, including forms to be used in such administration;
- The discretionary authority to construe and interpret the Plan, 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 Plan and to determine the amount of benefits payable under the Plan;

- The discretionary authority to approve or deny claims for benefits under the Plan, 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 Plan.

Applying for Benefits

To receive your benefits from the Plan, you must apply to Fidelity for a distribution. You should call Fidelity at (800) 835-5095 or go on-line at NetBenefits.com

How to File a Claim

All claims for benefits must be filed with MAPMG, in writing, setting out all of the facts that you believe sufficient to entitle you to the benefits claimed. A claim for benefits is a formal request for the payment of benefits you believe are due under the terms of the Plan.

You (or your beneficiary if applicable) may file a claim at the following address

MAPMG
700 2nd Street NE
Washington, DC 2002
Attention: Director Compensation and Benefits

Your claim will be reviewed by the Plan Administrator to determine if the benefits that you request are due to you under the facts and the terms of the Plan document.

Right to Representation

An authorized representative (such as your attorney or a family member) may represent you when you file your Claim or when you appeal a denial of your claim. Your representative may be required to provide evidence (such as a signed authorization) that you have authorized him or her to represent you in connection with your Claim or appeal.

Time Period for Responding to Your Initial Claim

If your Claim is denied in whole or in part, you or your beneficiary will be notified within 90 days after your Claim is received. Under special circumstances up to 90 days of extra processing time may be used, in which case you will be notified before the initial 90 days are up. If you do not receive a response within 90 days, you may assume that the Claim has been denied and submit an appeal as described below.

Information Provided if Your Initial Claim is Denied

If your Claim is denied in whole or in part, the Plan Administrator will provide a notice to you setting forth:

- The specific reasons for the denial.

- Reference to the specific Plan provisions upon which the denial was based.
- A description of any additional material or information that is necessary for your Claim to be successful, and an explanation of why this information is necessary.
- An explanation of the appeal procedure and the time limits applicable to appeals.
- A statement that you have a right to bring a civil action under ERISA following an adverse determination on any appeal you file after the initial denial of your Claim.

Appeal Procedure after Denial of Your Initial Claim

If your initial Claim is denied, you may submit an appeal requesting that the Committee further review your Claim.

In connection with your appeal, you may submit written comments, documents, records, or other information relating to your Claim. Upon request, the Committee will provide you with reasonable access to and copies of documents, records, and other information relevant and applicable to your Claim.

How to File an Appeal

All appeals of denied claims must be filed with the Committee, in writing, setting out all of the facts that you believe sufficient to entitle you to the benefits claimed and why you believe that the initial denial of your claim was incorrect. You (or your beneficiary if applicable) may file an appeal of a denied claims at the following address

Finance, Audit, and Retirement Committee, MAPMG 401(k) Plan
Mid Atlantic Permanente Medical Group
700 2nd Street NE
Washington DC 20002
Attention: Director Compensation and Benefits

Your appeal will be reviewed by the Committee to determine if the benefits that you request are due to you under the facts and the Plan document.

Time Period for Filing an Appeal

You must submit your appeal in writing to the Committee within 60 days after you receive the notice denying your initial Claim. If you do not submit your appeal by this deadline, you will lose the opportunity to make an appeal and you may lose the right to bring a lawsuit challenging a denial of benefits.

Time Period for Responding to Your Appeal

The Committee will notify you of its decision within 60 days after the Committee receives your appeal. Under special circumstances up to 60 days of extra processing time may be required, in which case you will be notified before the initial 60 days are up. If you do not receive a response within the applicable time period, you may treat the appeal of your claim as denied.

Decision on Your Appeal

The Committee will consider your appeal, taking into account all comments, documents, records, and other information submitted, including information not submitted or considered in the initial decision on your Claim. Any decision made by the Committee on appeal will be final and conclusive. The Committee has the discretionary authority to interpret the Plan and to make findings of fact as are needed to decide your appeal.

Information Provided if Your Appeal Is Denied

If your appeal is denied in whole or in part, you will receive a written response from the Committee that includes the following:

- The specific reasons for the denial.
- Reference to the specific Plan provisions upon which the denial was based.
- A statement that you are entitled to receive, without charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.
- A statement that you have a right to bring a civil action under ERISA following an adverse determination on your appeal.
- State the time limit for initiating any legal action involving a benefit claim.

If the Committee's response does not include all of this information, please contact the Committee and request the missing information.

The Committee's decision on review is final and binding on all parties. You must exhaust the above claims procedures before you can bring any legal action concerning your Claim.

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.

Additional Information

Taxes on Distributions

Upon receiving a distribution, you or your beneficiary will be responsible for paying ordinary income tax on the taxable portion of your account. Roth elective deferrals, Roth conversions, and voluntary after-tax employee contributions will not be taxed because they were already taxed before they went into your account. Generally, pretax elective deferrals, rollover contributions, and all investments earnings are taxable upon distribution. Special rules apply to Roth earnings.

If a distribution is made before age 59½ for any reason other than your death, disability, or retirement on or after age 55, the taxable portion of this distribution will be subject to a nondeductible 10% excise tax in addition to ordinary income tax. Upon receiving a distribution, you or your beneficiary will be responsible for paying ordinary income tax on the taxable portion of the distribution.

Current regulations require that the plan withhold for federal taxes, 20% of the taxable amount of any distribution (other than a hardship withdrawal) that is not rolled over.

You can defer the payment of income taxes and avoid the 20% withholding and any applicable tax penalty by instructing Fidelity to roll over the eligible balance directly into an individual retirement account (IRA), including a Roth IRA, or another eligible retirement plan, including a 403(b) tax-sheltered annuity or a governmental 457(b) plan.

Another option is for you to receive your account balance and then roll it over yourself into another qualified plan or IRA within 60 days from the date of receipt. In this case, you defer income taxes, but the 20% withholding is still deducted from the plan payment. As a result, only 80% of your account balance is available to be rolled over, and the remaining 20% would be taxable. To roll over an amount equal to 100% of your account balance and defer taxes on the full amount of your account balance, you will need to use other money to replace the 20% that was withheld for taxes.

Any taxable amount you roll over into a Roth IRA will be includible in your taxable income at the time it is paid from the plan; however, mandatory withholding does not apply. If certain conditions are met, withdrawals from a Roth IRA, unlike a regular IRA, may be tax-free.

Tax laws are complicated and change often. MAPMG cannot provide tax advice. You are encouraged to consult a tax advisor to discuss how these rules apply to your individual situation. Should you (or your surviving spouse or other beneficiary) become eligible to receive a distribution from the plan, more detailed information will be provided at that time.

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 do not elect to contribute to the Plan you will not be entitled to the full amount of benefits available.
- 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 investments that you choose incur losses your account will be reduced by those losses.
- 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.
- MAPMG may amend or terminate the Plan at any time, subject to ERISA.

Contribution Limits

The Plan must comply with many governmental rules and regulations. For example, the Plan must pass various annual nondiscrimination tests, which are designed to ensure that, under technical IRS rules, the Plan does not discriminate in favor of certain highly compensated individuals with respect to coverage and contributions.

If the Plan does not meet certain IRS annual nondiscrimination tests (or if it is anticipated that the Plan may not meet them), it is possible that the Plan will need to reduce or refund contributions by certain highly compensated individuals to pass. These tests do not restrict contributions for any employee who is not considered highly compensated. You will be notified if these tests affect you.

“Top-Heavy” Requirements

A plan is considered “top-heavy” when 60% or more of the benefits from the plan are payable to certain highly paid employees. It is unlikely that this Plan will ever become top-heavy. However, if that were to happen, special rules would apply for any period of time that the Plan is top-heavy, and you will be notified.

Assignment of Benefits

Your Plan benefits may not be sold, assigned, transferred, pledged, or garnished under most circumstances. However, QDROs (see below) are not subject to these restrictions.

If you (or your beneficiary) are unable to care for your own affairs, any elections may be made by, and any payments due may be paid to, someone who is authorized to conduct your affairs.

Qualified Domestic Relations Order (“QDRO”)

If you become divorced or separated and you are required to pay alimony or child support or you are involved in a court proceeding dividing marital property, certain court orders could require that part of your benefit be paid to someone else – your former spouse or children, for

example. This is known as a domestic relations order which could affect benefits paid to you as well as to any of your beneficiaries. For a court order to qualify under the Plan, certain procedures must be followed and the order must meet the requirements to be a qualified domestic relations order ("QDRO") under federal law.

MAPMG has directed Fidelity Investments to administer these rules and to make determinations regarding the qualification of QDROs. You may obtain a copy of the Plan's QDRO procedures by calling the Fidelity at (800)835-5095. As soon as you are aware of any court proceedings that may affect your Plan benefits, you should contact Fidelity.

A QDRO review fee will be charged to your account when Fidelity first reviews a court order to determine if it is qualified. The fee is \$300 for review of an order generated via Fidelity's QDRO Center website with no modifications. The fee is \$1,200 per modified Fidelity web-generated or custom order, or \$1,800 per order covering more than one plan. When the order is determined to be qualified, the fee will be allocated equally to you and your alternate payee's accounts unless the order provides for a different allocation. Additional fees may be charged if a QDRO involves more than one plan or Fidelity determines that it is complex. There is no charge for review of an amended order.

Changes to the Plan

While MAPMG expects to continue the Plan indefinitely, it reserves the right to amend, modify or terminate the Plan at any time, by action of its Board of Directors. As provided in the Plan, MAPMG may also amend the Plan in certain cases by action of CEO of MAPMG and other officers of MAPMG.

Termination of the Plan is not intended. However, the Plan may be terminated by the Board of Directors. If the Plan ends, you are entitled to the entire value of your account. The money in your account cannot be returned to MAPMG. When your account is payable upon termination depends upon the situation.

If material changes that affect Plan participants are made in the future, participants will be notified.

The Plan Document Governs

Participants and beneficiaries cannot rely on any description of the Plan in any form or by any person that is not in full compliance with the Plan document. The written terms of the Plan document will always govern.

Mergers, Consolidations, and Transfers

If the Plan is merged or consolidated, or if Plan assets are transferred to another plan, you will be entitled on the day after that event to at least the benefit that you were entitled on the day before the merger, consolidation or transfer.

Implied Promises

Nothing in this booklet states or implies that participation in this Plan is a guarantee of continued employment with MAPMG. Neither is it a guarantee that contribution levels, if any, will remain unchanged in future years. There also is no guarantee of the value of your Plan account; the

value of your account will be adjusted for both gains and losses in the investments that you choose.

Veterans' Reemployment Rights Under USERRA

Veterans who are reemployed by MAPMG following a period of qualified military service may be entitled to certain benefits. If you are entitled to protection under federal statutes governing reemployment rights of veterans, you may make the regular before - tax contributions, after-tax contributions and/or Roth contributions that you would have made during your period of qualified military service. You may also be eligible to receive the contributions that MAPMG would have made (if any) during the period of your qualified service. Loan repayments may be suspended during the period of your qualified military service. Your period of qualified military service may also be counted toward your Years of Service for vesting.

Administrative Information

Plan Name

Mid-Atlantic Permanente Medical Group, P.C. 401(k) Plan

Type of Plan

Defined Contribution 401(k) Plan

Plan Sponsor and Administrator

Mid-Atlantic Permanente Medical Group, P.C. is the Plan Sponsor and Plan Administrator. The Finance, Audit and Retirement Committee oversees administration of the Plan on behalf of MAPMG, and Fidelity Investments and MAPMG Benefits have been delegated many of the day-to-day functions of the Plan.

You may reach MAPMG Benefits at this address:

Mid-Atlantic Permanente Medical Group, P.C.
c/o Director of Compensation and Benefits
700 2nd Street NE
Washington, DC 20002
(301) 816-7192

Plan Year

January 1 – December 31

Plan Number

002

Employer Identification Number

52-1196226

Plan Costs

MAPMG pays the administrative costs that are not paid by the Plan or by you (for example, loan fees). Your account may be charged with investment fees, management charges relating to your account, and other Plan expenses.

Plan Trustee

Plan assets are held in a trust and the trustee makes all payments from the trust. The trust fund is a separate and distinct fund. Assets in the fund are held exclusively to pay Plan benefits and expenses. The assets cannot generally revert to, or be paid to, MAPMG. The trustee for the Plan is:

Fidelity Management Trust Company
82 Devonshire Street
Boston, Massachusetts 02109

Record Keeper

Fidelity Management Trust Company
82 Devonshire Street
Boston, Massachusetts 02109

Agent for Service of Legal Process

Chief Legal Officer
MAPMG
700 2nd Street NE
Washington DC 20002

Service of process may also be made on the Plan Administrator.

Pension Benefit Guaranty Corporation (“PBGC”)

Under federal law, because the Plan’s benefits are based on the balance in each individual’s account, the Plan is **not** insured by the PBGC.

Your Rights under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan participants are 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 Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement informing 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 your 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 for the purpose of preventing you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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 Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and

pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a suit in 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 ("QDRO"), 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 at (800) 998-7542, or logging on to the Internet at www.dol.gov/ebsa.