UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

Judy Larson, Janelle Mausolf, and Karen Reese, individually and on behalf of themselves and all others similarly situated, Plaintiffs, vs. Allina Health System; the Allina Health System Board of Directors; the Allina Health System Retirement Committee; the Allina Health System Chief Administrative Officer; the Allina Health System Chief Human Resources Officer; Clay Ahrens; John I. Allen; Jennifer Alstad; Gary Bhojwani; Barbara Butts-Williams; John R. Church; Laura Gillund; Joseph Goswitz; Greg Heinemann; David Kuplic; Hugh T. Nierengarten; Sahra Noor; Brian Rosenberg; Debbra L. Schoneman; Thomas S. Schreier, Jr.; Abir Sen, Sally J. Smith; Darrell Tukua; Penny Wheeler; Duncan Gallagher; Christine Webster Moore; Kristyn Mullin; Steve Wallner; John T. Knight; and John Does 1–20, Defendants.	**Civil Action No.: _____** **CLASS ACTION COMPLAINT** **DEMAND FOR JURY TRIAL**

Plaintiffs Judy Larson, Janelle Mausolf, and Karen Reese (collectively, "Plaintiffs"), by and through their attorneys, on behalf of the Allina 403(b) Retirement Savings Plan (the "403(b) Plan") and the Allina 401(k) Retirement Savings Plan (the "401(k) Plan," and together with the 403(b) Plan, "Plan" or "Plans"), themselves and all others similarly situated, allege the following:

I. INTRODUCTION

1. This is a class action brought pursuant to §§ 409 and 502 of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1009 and 1132 against Allina Health System ("Allina" or the "Company"), the Allina Health System Board of Directors ("Board of Directors"), the Allina Health System Retirement Committee (the "Retirement Committee"), the Allina Health System Chief Administrative Officer, the Allina Health System Chief Human Resources Officer, Clay Ahrens, John I. Allen, Jennifer Alstad, Gary Bhojwani, Barbara Butts-Williams, John R. Church, Laura Gillund, Joseph Goswitz, Greg Heinemann, David Kuplic, Hugh T. Nierengarten, Sahra Noor, Brian Rosenberg, Debbra L. Schoneman, Thomas S. Schreier, Jr., Abir Sen, Sally J. Smith, Darrell Tukua, Penny Wheeler, Duncan Gallagher, Christine Webster Moore, Kristyn Mullin, Steve Wallner, John T. Knight, and John Does 1-20 (collectively, "Defendants").[1]

2. Defendants are fiduciaries for the Plans and subject to the duties set forth in ERISA – duties which are "the highest known to the law." *Braden v. Wal-Mart Stores, Inc.*, 588 F.3d 585, 598 (8th Cir. 2009). In discharging these duties, Defendants are/were required to determine and monitor the prudence of ***each*** investment option available to

[1] Plaintiffs reserve the right to add additional defendants, particularly ProManage, LLC ("ProManage"), Fidelity Management Trust Company ("FTMC") and Fidelity Investments Institutional Operations Company, Inc. ("FIIOC"), subsidiaries of FMR, LLC ("Fidelity"), if it should later be determined via discovery or otherwise that these or other Fidelity-affiliated companies were named or functional fiduciaries with respect to the actions and inactions complained of herein.

the Plans' participants and to remove imprudent ones. *See Tibble v. Edison Int'l*, 135 S. Ct. 1823, 1828-9 (2015).

3. Defendants' duties obligated them to not only select investment options that were prudent and through which participants could grow their retirement savings, but also to limit the Plans' expenses to a reasonable amount, and ensure that the Plans' administrative and investment structures were appropriately priced given the Plans' asset levels.

4. The Plans are "defined contribution plans," meaning that, unlike pension plans, the Plans' participants alone are exposed to the risk of underperformance and the burden of excessive fees. Because plans such as the Plans are the main vehicle for employees to save for retirement, the management of expenses can have a dramatic effect on the amount of money participants will have for retirement.

5. At all relevant times, the Plans had over $1 billion in combined assets, making them "jumbo" plans in the defined contribution plan marketplace, and among the largest plans in the United States.

6. As jumbo plans, the Plans had substantial bargaining power regarding the fees and expenses that were charged against participants' investments. Defendants, however, did not try to reduce the Plans' expenses or exercise appropriate judgment to scrutinize each investment option that was offered in the Plans to ensure it was prudent. Instead, Defendants abdicated their fiduciary oversight, allowing the Plans' trustee, Fidelity, to lard the Plans with high-cost, non-Fidelity mutual funds through which Fidelity received millions of dollars in revenue sharing payments, while also giving

Fidelity discretion to add ***any*** Fidelity mutual fund that Fidelity had available, regardless of whether the funds were duplicative of other options, had high costs, were performing poorly, or were otherwise inappropriate as retirement savings options for the Plans' participants. Indeed, the Plans regularly had more than 300 separate mutual fund options, most of which were Fidelity's own mutual funds that charged "retail prices" or were funds that paid a portion of the investment management fee to Fidelity.

7. This caused the Plans, through their participants' individual accounts, to pay fees that were significantly higher than other retirement plans with similar asset levels.

8. The Plans' fiduciaries breached their duties of loyalty and prudence to the Plans and their participants, including Plaintiffs, by failing to establish and use a systematic process to monitor the performance and cost of the investment options in the Plans' portfolios. As alleged in Count I, Defendants breached their duties of loyalty and prudence by among other things: including higher cost investment options in the Plans that were detrimental to participants; allowing Fidelity to select its own proprietary funds for the Plans, as well as other funds paying fees to Fidelity for inclusion in the Plans; failing to use the Plans' high levels of assets to negotiate lower fees for certain funds and/or use collective trusts or other investment vehicles that could have lowered administrative expenses while providing substantially similar investments; failing to monitor and control the Plans' recordkeeping costs; failing to use the Plans' bargaining power to negotiate lower managed account expenses; maintaining multiple money market funds during a sustained period in which all the money market funds earned negligible or

even negative returns; and failing to switch higher cost and poorly performing investment options for nearly identical, or similar, cheaper and better performing options available in the market.

9. As a result of these actions, Defendants, as fiduciaries of the Plans, as that term is defined under ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A), breached their duties owed to Plaintiffs and to the other participants and beneficiaries of the Plans in violation of ERISA §§ 404(a) and 405, 29 U.S. C. §§ 1104(a) and 1105, costing the Plans and their participants tens of millions of dollars.

10. Plaintiffs allege in Count II that Defendants breached their fiduciary duties by failing to adequately monitor other persons to whom they had delegated the management and administration of the Plans' assets, despite the fact that such Defendants knew or should have known that such other fiduciaries were failing to manage the Plans and their investment portfolios in a prudent and loyal manner as required by ERISA.

11. Plaintiffs allege in Count III that certain Defendants breached their fiduciary duties to provide adequate disclosures to participants in the Plans regarding the fees and expenses charged to them by third-party providers by: (1) failing to properly identify fees and expenses charged against individual accounts; and (2) failing to properly identify the source of the fees and expenses so charged.

12. This action seeks to recover losses to the Plans for which Defendants are liable pursuant to ERISA §§ 409 and 502, 29 U.S.C. §§ 1109 and 1132. Because Plaintiffs' claims apply to the Plans, inclusive of all participants with accounts invested in the challenged funds during the Class Period, and because ERISA specifically authorizes

participants such as the Plaintiffs to sue for relief to the Plans for breaches of fiduciary duty such as those alleged herein, Plaintiffs bring this as a class action on behalf of the Plans and all participants and beneficiaries of the Plans during the proposed Class Period.

II. JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it is a civil action arising under the laws of the United States, and pursuant to 29 U.S.C. § 1332(e)(1), which provides for federal jurisdiction of actions brought under Title I of ERISA, 29 U.S.C. § 1001, *et seq*.

14. This Court has personal jurisdiction over Defendants because they are headquartered and transact business in, or reside in, and have significant contacts with, this District, and because ERISA provides for nationwide service of process.

15. Venue is proper in this District pursuant to ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2), because some or all of the violations of ERISA occurred in this District and because the Plans are administered in this District. Venue is also proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims asserted herein occurred within this District.

III. PARTIES

Plaintiffs

16. Plaintiff Judy Larson is a resident and citizen of Roseville, Minnesota. Larson was employed by Allina from June 1983 through August 2015, first as a Physical Therapy Aide, and later as a Provider Coordinator for Rehabilitation Services. During her employment, Plaintiff Larson participated in both Plans. In the 401(k) Plan, Plaintiff

Larson was invested in the American Beacon Large Cap Value Fund, BlackRock Total Return, DFA International Small Company Portfolio, DFA US Targeted Value Portfolio, Fidelity Contrafund, Fidelity Diversified International Fund, PIMCO Real Return Fund, PIMCO Total Return Fund, Principal Fixed Account Annuity, Parametric Emerging Markets Fund, Spartan Total Market Index Fund and AMG Times Square Mid-Cap Growth Fund. Plaintiff Larson was invested in these same options in the 403(b) Plan as well.

17. Plaintiff Janelle Mausolf is a resident and citizen of Burnsville, Minnesota. Plaintiff Mausolf was employed by Allina from 2009 until 2013 as a Patient Care Coordinator. During her employment, Plaintiff Mausolf participated in the 401(k) Plan, where she was invested in the American Beacon Large Cap Value Fund, BlackRock Total Return Fund, DFA International Small Company Portfolio, DFA US Targeted Value Portfolio, Fidelity Contrafund, Fidelity Diversified International Fund, PIMCO Real Return Fund, PIMCO Total Return Fund, Principal Fixed Account Annuity, Parametric Emerging Markets Fund, Spartan Total Market Index Fund and AMG Times Square Mid-Cap Growth Fund.

18. Plaintiff Karen Reese is a resident and citizen of Minneapolis, Minnesota. Plaintiff Reese was employed by Allina from 2014 to 2016 as a Provider Arrangements Contracts Coordinator. During her employment, Plaintiff Reese participated in the 401(k) Plan, where she was invested in American Beacon Large Cap Value Fund, BlackRock Total Return Fund, DFA International Small Company Portfolio, DFA US Targeted Value Portfolio, Fidelity Contrafund, Fidelity Diversified International Fund,

PIMCO Real Return Fund, PIMCO Total Return Fund, Principal Fixed Account Annuity, Parametric Emerging Markets Fund, Spartan Total Market Index Fund and AMG Times Square Mid-Cap Growth Fund.

19. Plaintiffs are "participants" in the Plans, within the meaning of ERISA § 3(7), 29 U.S.C. § 1102(7), because each is entitled to receive benefits from Defendants in the amount of the difference between the value of their accounts as of the time their accounts were distributed and what their accounts would have been worth at that time but for Defendants' breaches of fiduciary duty as described herein.

20. Plaintiffs did not have knowledge of all material facts (including, among other things, the cost of the investments in the Plans relative to alternative investments that were available to the Plans but not offered by the Plans, or the fact the options were chosen by, or for the benefit of, Fidelity, and not by the Defendants or for the Participants) necessary to understand that Defendants breached their fiduciary duties and engaged in other unlawful conduct in violation of ERISA, until shortly before this suit was filed. Further, Plaintiffs did not have and do not have actual knowledge of the specifics of Defendants' decision-making processes with respect to the Plans, including Defendants' processes for selecting, monitoring, retaining, and removing Plan investments, because this information is solely within the possession of Defendants prior to discovery. Having never managed jumbo 401(k) plans, Plaintiffs lacked actual knowledge of reasonable fee levels and prudent alternatives available to such Plans. Plaintiffs did not and could not review Committee Meeting Minutes or other evidence of Defendants' fiduciary decision making, or the lack thereof. For purposes of this

Complaint, Plaintiffs have drawn reasonable inferences regarding these processes based upon (among other things) the facts set forth herein.

Defendants

Company Defendants

21. Defendant Allina Health System is the sponsor of both Plans within the meaning of 29 U.S.C. § 1002(16)(B). *See* Allina Retirement Savings Plan Summary Plan Description dated January 1, 2015 ("SPD"), attached hereto as Exhibit 1, at 1, 26. The Company is a health care system that provides medical care throughout Minnesota and western Wisconsin.

22. The Company is a "Named Fiduciary" of the Plan. *See* Allina 401(k) Retirement Savings Plan, as Restated Effective January 1, 2014 ("Plan Document"), attached hereto as Exhibit 2, at § 2.14. The Company is also the Plan Administrator. *Id.* at § 12.1.

23. At all times, the Company acted through the Board of Directors ("Director Defendants"), the Chief Administrative Officer ("CAO Defendants"), the Chief Human Resources Officer ("HR Defendants"), the Plans' Administrator(s) ("Plan Administrator Defendants"), and Retirement Committee, identified below, to perform Plan-related fiduciary functions in the course and scope of their employment. According to the Plan Document, "[e]xcept in cases where the Plan expressly provides to the contrary, action on behalf of the Company may be taken by any of the following: (a) The Board, (b) The Chief Administrative Officer or the Senior Vice President, Human Resources of the Company, [and] Any person or persons, natural or otherwise, or committee, to whom

responsibilities for the operation and administration of the Plan are allocated by the Company…." *Id.*

24. Through the Board of Directors, the CAO Defendants, and/or the HR Defendants, Allina had the authority and discretion to hire, appoint or designate, and the concomitant duty to monitor and supervise the Retirement Committee and the Plan Administrator Defendants. By failing to properly discharge their fiduciary duties under ERISA, the Director Defendants, the CAO Defendants, the HR Defendants, and the Plan Administrator Defendants breached duties they owed to the Plans and their participants. The actions of these Defendants are imputed to Allina under the explicit terms of the Plans and/or the doctrine of *respondeat superior*, and Allina is liable for these actions.

25. The Summary Plan Description also states, "Allina may add, delete, or change [investment] options from time to time as conditions warrant." SPD at 12.

26. Allina is accordingly a fiduciary of both Plans, within the meaning of ERISA Section 3(21)(A), 29 U.S.C. § 1002(21)(A) because it is a named fiduciary and also exercises discretionary authority or discretionary control concerning management of the Plans, as well as discretionary authority and responsibility with respect to the administration of the Plans and the disposition of the Plans' assets.

Director Defendants

27. As noted above, action on behalf of the Company may be taken by the Board of Directors. *See* Plan Document at § 12.1. Upon information and belief, the Director Defendants, as agents of Allina, are/were responsible for appointing/designating and monitoring members of the Retirement Committee – a committee to whom certain

responsibilities for the operation and administration of the Plan was allocated by the Company. Accordingly, each of the Director Defendants identified below is/was a fiduciary of the Plan, within the meaning of ERISA Section 3(21)(A), 29 U.S.C. § 1002(21)(A), because each exercised discretionary authority to appoint and monitor Plan fiduciaries who had control over Plan management and/or authority or control over management or disposition of Plan assets.

28. Defendant Clay Ahrens ("Ahrens") served as a member of the Board of Directors during the Class Period.

29. Defendant John I. Allen, M.D., ("Allen") served as a member of the Board of Directors during the Class Period.

30. Defendant Jennifer Alstad ("Alstad") served as a member of the Board of Directors during the Class Period.

31. Defendant Gary Bhojwani ("Bhojwani") served as a member of the Board of Directors during the Class Period.

32. Defendant Barbara Butts-Williams, Ph.D., ("Butts-Williams") served as a member of the Board of Directors during the Class Period.

33. Defendant John R. Church ("Church") served as a member of the Board of Directors during the Class Period and currently serves as its chair.

34. Defendant Laura Gillund ("Gillund") served as a member of the Board of Directors during the Class Period.

35. Defendant Joseph Goswitz, M.D., ("Goswitz") served as a member of the Board of Directors during the Class Period.

36. Defendant Greg Heinemann ("Heinemann") served as a member of the Board of Directors during the Class Period.

37. Defendant David Kuplic ("Kuplic") served as a member of the Board of Directors during the Class Period.

38. Defendant Hugh T. Nierengarten ("Nierengarten") served as a member of the Board of Directors during the Class Period.

39. Defendant Sahra Noor, R.N., ("Noor") served as a member of the Board of Directors during the Class Period.

40. Defendant Brian Rosenberg, Ph.D., ("Rosenberg") served as a member of the Board of Directors during the Class Period.

41. Defendant Debbra L. Schoneman ("Schoneman") served as a member of the Board of Directors during the Class Period.

42. Defendant Thomas S. Schreier, Jr., ("Schreier") served as a member of the Board of Directors during the Class Period.

43. Defendant Abir Sen ("Sen") served as a member of the Board of Directors during the Class Period.

44. Defendant Sally J. Smith ("Smith") served as a member of the Board of Directors during the Class Period.

45. Defendant Darrell Tukua ("Tukua") served as a member of the Board of Directors during the Class Period.

46. Defendant Penny Wheeler, M.D., ("Wheeler") served as a member of the Board of Directors during the Class Period. She is also the President and the Chief Executive Officer of Allina.

47. Defendants Ahrens, Allen, Alstad, Bhojwani, Butts-Williams, Church, Gillund, Goswitz, Heinemann, Kuplic, Nierengarten, Noor, Rosenberg, Schoneman, Schreier, Sen, Smith, Tukua, and Wheeler are collectively referred to herein as the Director Defendants.

Retirement Committee Defendants

48. The Retirement Committee is a "committee, to whom responsibilities for the operation and administration of the Plan[s] are allocated by the Company." Plan Document at § 12.1. Per the Summary Plan Description, "[t]he Core Investment Options [of the Plans are] selected by the Allina Health Retirement Committee." SPD at 12.

49. The members of the Retirement Committee are currently unknown to Plaintiffs. During the Class Period, each member of the Retirement Committee is/was a fiduciary of the Plan, within the meaning of ERISA Section 3(21)(A), 29 U.S.C. § 1002(21)(A), because each exercised discretionary authority or control over Plan management and/or authority or control over management or disposition of Plan assets.

Chief Administrative Officer Defendants

50. As noted above, action on behalf of the Company may be taken by the Chief Administrative Officer of the Company. *See* Plan Document at § 12.1. During the Class Period, the Chief Administrative Officer is/was a fiduciary of the Plan, within the meaning of ERISA Section 3(21)(A), 29 U.S.C. § 1002(21)(A), because the Chief

Administrative Officer exercised discretionary authority or control over Plan management and/or authority or control over management or disposition of Plan assets. *See* Plan Document at §§ 12.1 and 12.2.

51. Defendant Duncan Gallagher ("Gallagher") was previously the Chief Financial Officer and Chief Administrative Officer of the Company from the start of the Class Period until January 2017.

52. As Chief Administrative Officer, Defendant Gallagher exercised discretionary authority with respect to the management and administration of the Plans.

53. Defendant Gallagher, his successor, and any individual acting on behalf of the Chief Administrative Officers, are collectively referred to herein as the Chief Administrative Officer Defendants.

Human Resources Officer Defendants

54. As noted above, action on behalf of the Company may be taken by the Senior Vice President, Human Resources of the Company. *See* Plan Document at § 12.1. Accordingly, during the Class Period, the Human Resources Officer was a fiduciary of the Plan, within the meaning of ERISA Section 3(21)(A), 29 U.S.C. § 1002(21)(A), because the Human Resources Officer exercised discretionary authority or control over Plan management and/or authority or control over management or disposition of Plan assets. *See* Plan Document at §§ 12.1, 12.2, and 13.1.

55. Defendant Christine Webster Moore ("Moore") is the Senior Vice President, Human Resources Officer of the Company and has been in this position since

2015. In her role as the Human Resources Officer, Defendant Moore signed the Allina 401(k) Retirement Savings Plan Document. *See* Plan Document at 69.

56. As Human Resources Officer, Defendant Moore exercised discretionary authority with respect to the management and administration of the Plans.

57. Defendant Moore, her predecessor during the Class Period, and any individual acting on behalf of the Human Resources Officers, are collectively referred to herein as the HR Defendants.

Plan Administrator Defendants

58. The Company labels itself as "the 'administrator' of the Plan for purposes of ERISA." Plan Document at § 12.1. The Plan Document further states:

> Except as expressly otherwise provided herein, the Company shall control and manage the operation and administration of the Plan and make all decisions and determinations incident thereto. In carrying out its Plan responsibilities, the Company shall have full discretionary authority to construe the terms of the Plan and to make any factual determinations necessary to determine eligibility for benefits or the amount of any benefits. It is intended that the Company have discretion to the fullest extent permitted by law and that the Company's exercise of its discretion be given deference to the greatest extent allowed under the law.

Id.

59. During the Class Period, certain individuals acted on behalf of the Company as Plan Administrators.

60. Defendant Kristyn Mullin ("Mullin") was previously Director of Human Resources-Clinic Division, Director of Benefits and Associate General Counsel at Allina Health. She currently serves as Vice President, Human Resources at Abbott

Northwestern Hospital, one of the hospitals in the Allina Health System. In her role as Plan Administrator, Defendant Mullin signed the Form 5500 for the benefit year 2011 for both Plans, and signed the Trust Agreement between the Company and FMTC in 2012.

61. Defendant Steve Wallner ("Wallner") is the Vice President, Compensation & Benefits for Allina, a position he has held since 2010. In his role as Plan Administrator, Defendant Wallner signed the Forms 5500 for the benefit years 2012 and 2015 for both Plans.

62. Defendant John T. Knight ("Knight") signed the Forms 5500 for the benefit years 2013 and 2014 for both Plans as Plan Administrator. Upon information and belief, Defendant Knight is a senior executive of Allina.

63. As Plan Administrators, Defendants Mullin, Wallner, and Knight exercised discretionary authority with respect to the management and administration of the Plans.

64. The Plan Administrators, and any individual acting on behalf of the Plan Administrators, including Defendants Mullin, Wallner, and Knight, are collectively referred to herein as the Plan Administrator Defendants.

65. The Plan Administrator Defendants are/were fiduciaries of the Plans, within the meaning of ERISA Section 3(21)(A), 29 U.S.C. § 1002(21)(A), because they exercised discretionary authority or control over Plan management and/or authority or control over management or disposition of Plan assets.

John Doe Defendants

66. To the extent that there are additional officers and employees of Allina who are/were fiduciaries of the Plan during the Class Period, or were hired as an investment

manager for the Plans during the Class Period, including members of the Retirement Committee, the identities of whom are currently unknown to Plaintiffs, Plaintiffs reserve the right, once their identities are ascertained, to seek leave to join them to the instant action. Thus, without limitation, unknown "John Doe" Defendants 1-20 include, but are not limited to, Allina officers and employees who are/were fiduciaries of the Plans within the meaning of ERISA Section 3(21)(A), 29 U.S.C. § 1002(21)(A) during the Class Period.

IV. DEFENDANTS' FIDUCIARY STATUS AND OVERVIEW OF FIDUCIARY BREACHES

67. During the Class Period, each Defendant is/was a fiduciary of the Plans, either as a named fiduciary or as a *de facto* fiduciary with discretionary authority with respect to the management of the Plans and/or the management or disposition of the Plans' assets.

68. ERISA requires every plan to provide for one or more named fiduciaries who will have "authority to control and manage the operation and administration of the plan." ERISA § 402(a)(1), 29 U.S.C. § 1102(a)(1).

69. ERISA treats as fiduciaries not only persons explicitly named as fiduciaries under § 402(a)(1), 29 U.S.C. § 1102(a)(1), but also any other persons who in fact perform fiduciary functions. Thus a person is a fiduciary to the extent "(i) he exercises any discretionary authority or discretionary control respecting management of such plan or exercise any authority or control respecting management or disposition of its assets, (ii) he renders investment advice for a fee or other compensation, direct or indirect, with

respect to any moneys or other property of such plan, or has any authority or responsibility to do so, or (iii) he has any discretionary authority or discretionary responsibility in the administration of such plan." ERISA § 3(21)(A)(i), 29 U.S.C. § 1002(21)(A)(i).

70. At all times relevant to this Complaint, Defendants are/were fiduciaries of the Plans because:

(a) they were so named; and/or

(b) they exercised authority or control respecting management or disposition of the Plans' assets; and/or

(c) they exercised discretionary authority or discretionary control respecting management of the Plans; and/or

(d) they had discretionary authority or discretionary responsibility in the administration of the Plans.

71. As fiduciaries, Defendants are/were required by ERISA § 404(a)(1), 29 U.S.C. § 1104(a)(1), to manage and administer the Plans, and the Plans' investments, solely in the interest of the Plans' participants and beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. These twin duties are referred to as the duties of loyalty and prudence.

72. The duty of loyalty also includes a mandate that the fiduciary display complete loyalty to the beneficiaries, and set aside the consideration of third persons. As

noted in Advisory Opinion 88-16A, issued by the United States Department Of Labor ("DOL"):

> …in deciding whether and to what extent to invest in a particular investment, a fiduciary must ordinarily consider only factors relating to the interests of plan participants and beneficiaries in their retirement income. A decision to make an investment may not be influenced by non-economic factors unless the investment, when judged solely on the basis of its economic value to the plan, would be equal or superior to alternative investments available to the plan.

1988 WL 222716, at *3 (Dec. 19, 1988).

73. During the Class Period, Defendants did not act in the best interests of the Plan participants. Investment fund options chosen for a plan should not favor the fund provider over the plan's participants. Yet, here, to the detriment of the Plans and their participants and beneficiaries, the Plans' fiduciaries included and retained in the Plans many mutual fund investments that were more expensive than necessary, that returned an improper benefit to the Fidelity-affiliated service providers and/or ProManage, and otherwise were not justified on the basis of their economic value to the Plans. Most egregiously, they diluted the bargaining power of the Plans to include hundreds of poorly received, expensive options, insuring that all Participants paid higher fees than necessary.

74. Pursuant to 29 U.S.C. § 1104(a)(1)(B), ERISA also mandates that fiduciaries act with prudence in the disposition of plan assets and the selection and monitoring of investments, including all associated fees.

75. During the Class Period, upon information and belief, Defendants failed to have an independent system of review in place to ensure that participants in the Plans

were being charged appropriate and reasonable fees for an appropriate number of investment options. Defendants also failed to monitor the performance of these investments and refused to remove investments that performed well-below their competitors. Additionally, Defendants failed to leverage the size of the Plans to negotiate lower expense ratios for certain investment options maintained or added to the Plans during the Class Period.

V. CLASS ACTION ALLEGATIONS

76. Plaintiffs bring this action as a class action on behalf of themselves and the proposed Class defined as follows:[2]

> All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the 403(b) Plan and/or the 401(k) Plan, at any time between August 18, 2011 and the present.

77. The members of the Class are so numerous that joinder of all members is impractical. Upon information and belief, the Class includes tens of thousands of persons.

78. Plaintiffs' claims are typical of the claims of the members of the Class because Plaintiffs' claims, and the claims of all members of the Class, arise out of the same conduct, policies, and practices of Defendants as alleged herein, and all members of the Class are similarly affected by Defendants' wrongful conduct.

[2] Plaintiffs reserve the right to propose other or additional classes or subclasses in their motion for class certification or subsequent pleadings in this action.

79. There are questions of law and fact common to the Class and these questions predominate over questions affecting only individual Class members. Common legal and factual questions include, but are not limited to:

A. Whether Defendants are fiduciaries of the Plans;

B. Whether Defendants breached their fiduciary duty of loyalty with respect to the Plans by virtue of the actions and inactions alleged herein;

C. Whether Defendants breached their fiduciary duty of prudence with respect to the Plans by virtue of the actions and inactions alleged herein;

D. Whether the Company, Director, CAO, and HR Defendants breached their duty to monitor other Plan fiduciaries;

E. Whether the Company and the Plan Administrator Defendants breached their disclosure obligations under ERISA;

F. Whether the Plans' fiduciaries are additionally or alternatively liable, as co-fiduciaries, for the unlawful conduct described herein pursuant to 29 U.S.C. § 1105;

G. The proper measure of monetary relief; and

H. The nature of any equitable relief that should be imposed.

80. Plaintiffs will fairly and adequately represent the Class, and have retained counsel experienced and competent in the prosecution of ERISA class action litigation. Plaintiffs have no interests antagonistic to those of other members of the Class. Plaintiffs

are committed to the vigorous prosecution of this action, and anticipate no difficulty in the management of this litigation as a class action.

81. This action may be properly certified under either subsection of Rule 23(b)(1). Class action status in this action is warranted under Rule 23(b)(1)(A) because prosecution of separate actions by the members of the Class would create a risk of establishing incompatible standards of conduct for Defendants. Class action status is also warranted under Rule 23(b)(1)(B) because prosecution of separate actions by the members of the Class would create a risk of adjudications with respect to individual members of the Class that, as a practical matter, would be dispositive of the interests of other members not parties to this action, or that would substantially impair or impede their ability to protect their interests.

82. In the alternative, certification under Rule 23(b)(2) is warranted because the Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive, declaratory, or other appropriate equitable relief with respect to the Class as a whole.

VI. THE PLANS

83. Each of the Plans is a "defined contribution" or "individual account" plan within the meaning of ERISA § 3(34), 29 U.S.C. § 1002(34), in that the Plans each provided for individual accounts for each participant and for benefits based solely upon the amount contributed to those accounts, and any income, expense, gains and losses, and any forfeitures of accounts of the participants which may be allocated to such

participant's account. The retirement benefits the Plans provide are based solely on the amounts allocated to each individual's account.

84. Per the Summary Plan Description, "both [Plans] generally operate in the same way." SPD at 1. Accordingly, the SPD applies to "either plan, unless" specifically noted. *Id.*

85. As noted in the SPD, the Plans are "designed to give employees an opportunity to save for retirement on a 'before-tax' basis." SPD at 1; *see also* Plan Document at § 1.1 ("The Plan has been established so that eligible employees may have an additional source of retirement income.").

86. The Plans are funded primarily from employee salary deferrals. SPD at 9-10.

87. Between the beginning of 2011 and the end of 2015, the 403(b) Plan maintained between $925.4 million and $1.08 billion in assets, and currently has more than 19,500 participants. In October 2010, new participant entry into the 403(b) Plan was frozen, and by January 1, 2011, all employee salary deferrals, Employer matching contributions, and discretionary employer contributions were frozen as well.

88. Between the beginning of 2011 and the end of 2015, the 401(k) Plan maintained between $371.7 million and $1.19 billion in assets, and currently has more than 28,000 participants. In conjunction with the amendments freezing the 403(b) Plan, effective January 1, 2012, all eligible Allina employees became participants in the 401(k) Plan, and since that time all deferral elections and employer contributions have been received within the 401(k) Plan.

89. A large number of participants in the Plans have accounts in both the 403(b) Plan and the 401(k) Plan. Though the Plans' Forms 5500 do not disclose the number of unique participants in the Plans, Plaintiffs estimate that the Plans had approximately 25,000 unique participants as of the end of 2011, and currently have approximately 31,000 unique participants.

Management of the Plans' Assets

90. Fidelity Management Trust Company (referred to herein as FMTC) is the trustee of the 401(k) Plan and the custodian of the 403(b) Plan. FMTC provides recordkeeping, management, and trustee services to the Plans. Upon information and belief, FMTC selects the menu of investment options available under the Plans, subject only to "rubber stamp" approval by the Company and/or Retirement Committee for inclusion and/or retention in the Plans. FMTC is a wholly owned subsidiary of FMR, LLC, otherwise known as Fidelity Investments, Inc., which is a trade name owned by FMR.

91. Fidelity Investments Institutional Operations Company, Inc., otherwise referred to herein as FIIOC, is a registered investment broker and acts as the broker for both Plans. All purchases and sales of any investment within the portfolios of the Plans are processed by FIIOC.

92. FMTC provides a suite of recordkeeping services to the Plans that includes customer service (telephone and online), trustee services (including accounting of contributions and investments and transaction processing), participant reporting in quarterly statements and online upon demand, year-end reporting, participant

communication and education services through email, internet, and print communications, discrimination testing, and loan processing. This is a relatively typical suite of recordkeeping services for Plans of this size.

93. Although FMTC was responsible for performing recordkeeping services for two defined contribution plans, because the Plans were administered in an identical fashion, this fact had virtually no effect on the level of services that FMTC was required to provide to the Plans compared to the services it would have had to provide to a single plan. Further, because the 403(b) Plan was frozen to new contributions and participants near the beginning of the Class Period, FMTC only had to process contributions and investment elections for one plan. The lack of contributions to the 403(b) Plan by and large also obviated the need to perform nondiscrimination testing on both plans, given that nondiscrimination tests primarily measure contribution levels of different groups of employees.

94. ProManage, LLC, headquartered in Chicago, Illinois, is the firm appointed by the Company to provide investment management services "with respect to assets held in the individual Plan accounts of Participants who do not elect to opt out of the ProManage Service." *See* Trust Agreement Between Allina Health System and Fidelity Management Trust Company Allina 401(k) Retirement Savings Plan Trust ("Trust

Agreement"), attached hereto as Exhibit 3, at 14. Such services are provided "pursuant to an investment management agreement." *Id.*[3]

95. Both Plans are so-called "jumbo plans," or plans which manage at least $1 billion in assets, and as such, wield tremendous bargaining leverage to readily obtain high-quality investment management and administrative services at a very low cost. Moreover, because both Plans are administered nearly identically by the Company, their bargaining power is roughly equivalent to the size of a $2 billion plan in the marketplace.

96. Prudent fiduciaries of all 401(k) and 403(b) plans must regularly monitor the performance of services providers and investment options, and consider potential alternative plan service providers or investment options based on cost, quality of service, and, in the case of investment management, expected returns. This is particularly true of prudent fiduciaries of jumbo plans, like the Plans. In addition to monitoring investment options and considering alternatives, prudent fiduciaries seek competitive bids for administrative services, including recordkeeping, every 3-5 years, as detailed below.

97. Prudent fiduciaries of jumbo plans regularly review investment management services, to make sure that comparable services are not available at a lower cost, and that other investment managers or products are not likely to achieve superior future returns.

[3] ProManage is not affiliated with Fidelity, but upon information and belief, may have a separate revenue-sharing agreement with FTMC, FIIOC, or another Fidelity-affiliated company.

98. Instead of using the Plans' collective bargaining power to obtain such services at extremely low costs, to benefit participants and beneficiaries, the Plans' fiduciaries selected and retained over 300 investment options, diluting the bargaining power of both Plans such that participants paid higher fees for those options. The vast majority of these options were either managed by Fidelity-affiliated companies or provided a significant portion of their investment management fees to Fidelity-affiliated companies. These investments were included at the request of Fidelity in order to benefit Fidelity, not because they were expected to outperform or otherwise be superior to other comparable investments.

99. Both Plans also share the same qualified default investment, a set menu of options within the Plans, with funds allocated by a default investment mix "provided by" ProManage.

100. When participants in either Plan are enrolled, their assets are automatically invested by the ProManage PROgram, which allocates a participant's contributions to 11 set investments according to an investment mix in the Trust Agreement. *See* Trust Agreement at 52. However, ProManage supposedly considers the participant's account balance, projected Social Security income, and age in allocating assets to the diversified equity, bond, and fixed income holdings, according to documents distributed to participants in the Plans.

101. Participants' assets are split among the following 11 holdings in the default investment, which the Company considers the "Core Investments":

- American Beacon Large Cap Value Fund – Class Institutional

- AMG TimesSquare Mid Cap Growth Fund – Class Institutional
- BlackRock Total Return Fund – Class K[4]
- DFA International Small Company Portfolio – Institutional Class
- DFA U.S. Targeted Value Portfolio – Institutional Class
- Fidelity Contrafund – Class K
- Fidelity Diversified International Fund – Class K
- Parametric Emerging Markets Fund – Class R6[5]
- PIMCO Real Return – Institutional Class
- Principal Fixed Account (an annuity)
- Fidelity Total Market Index Fund – Institutional Class

102. In addition to the fees charged by each of these investments, ProManage also charges participants a monthly fee, of up to 0.35% of their invested assets in the Plans, or 35 basis points. As of October 31, 2015, the average fee to participants in the Plans was 7.01 basis points, deducted on a monthly basis.

103. Participants who do not want to invest in the default investment must actively elect other investment options. Participants who do not want to participate in the ProManage PROgram must call a Fidelity number, speak to a Fidelity employee, and select from a menu of options managed by, or paying kickbacks — in the form of

[4] Prior to 2015, the assets allocated to the BlackRock Total Return Fund were allocated to the PIMCO Total Return Fund – Institutional Class.

[5] Prior to 2015, the Parametric Emerging Markets Fund option was invested in Institutional Class Shares.

revenue sharing and other service credits — to, Fidelity. There is no other way to opt out of the ProManage PROgram.

104. The inclusion of the ProManage PROgram and participants' automatic inclusion provided participants with minimal benefit for the amounts charged.

105. It can be reasonably inferred from the above circumstances that Defendants did not undertake, at any time during the Class Period, a systematic review of the investment options to ensure the prudence, both in performance and cost, of the investment options. Such action and inaction caused the Plans, and hence participants in the Plans, to pay unreasonable fees for investment options.

VII. SPECIFIC ALLEGATIONS

A. The Importance of the Investment Options Available to Plan Participants

106. The Company established and maintained the Plans for the benefit of the employees of Allina and most of its subsidiaries. At all relevant times, the Plans have included a number of investment options, mostly mutual funds. Specifically, over the course of the Class Period, each Plan included over 300 investment options. *See* Appendix A (list of the mutual fund investment options available within the Plans during the Class Period).

107. Each investment option within the Plans charged certain fees, to be paid by deductions from the pool of assets under management. For passively managed funds, which are designed to mimic a market index such as Standard & Poor's 500, securities were purchased to match the mix of companies within the index. Because they are

simply a mirror of an index, these funds offer both diversity of investment and comparatively low fees.

108. By contrast, actively managed funds, which generally invest in fewer securities, have higher fees, to account for the work of financial planners attempting to "beat the market" (though few do), and kick back "revenue sharing" payments made to 401(k) recordkeepers, like Fidelity, and others.

109. Under 29 U.S.C. § 1104(a)(1)(C), a plan fiduciary must provide diversified investment options for a defined-contribution plan while also giving substantial consideration to the cost of those options. "Wasting beneficiaries' money is imprudent. In devising and implementing strategies for the investment and management of trust assets, trustees are obligated to minimize costs." Uniform Prudent Investor Act § 7. *See also* DOL, *A look at 401(k) Plan Fees* (Aug. 2013), at 2, available at https://www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/publications/a-look-at-401k-plan-fees.pdf (last visited August 18, 2017) ("You should be aware that your employer also has a specific obligation to consider the fees and expenses paid by your plan.") This is because, as described by the DOL, a one percent difference in fees and expenses can reduce a participant's retirement account balance by 28 percent over 35 years. *Id.*

110. Nor is a reduction in a plan participant's account balance merely academic. Most participants in 401(k) plans expect that their 401(k) accounts will be their principal source of income after retirement. *See* Brandon, Emily, "The Top 10 Sources of Retirement Income," available at http://money.usnews.com/money/blogs/planning-to-

retire/2014/05/13/the-top-10-sources-of-retirement-income (last visited August 18, 2017) ("'The 401(k) is the major source people think they are going to rely on.'")[6]. Although at all times these accounts are fully funded, that does not prevent a plan's participants from losing money due to poor investment menu construction by plan fiduciaries, whether due to poor performance or high fees.

B. Improper Management of an Employee Retirement Plan Can Cost a Plan's Participants Millions in Savings

111. The DOL has explicitly stated that employers are held to a "high standard of care and diligence" and must both "establish a prudent process for selecting investment options and service providers" and "monitor investment options and service providers once selected to see that they continue to be appropriate choices," among other duties. *See* "*A look at 401(k) Plan Fees*."

112. The duty to evaluate and monitor fees includes fees paid directly by Plan participants to investment providers, usually in the form of an expense ratio, or a percentage of assets under management within a particular investment. *See* Investment Company Institute ("ICI"), *The Economics of Providing 401(k) Plans: Services, Fees, and Expenses*, (July 2016), at 4. "Any costs not paid by the employer, which may include administrative, investment, legal, and compliance costs, effectively are paid by plan participants." *Id*. at 5.

[6] Although most of the articles cited herein do not speak to 403(b) plans specifically, 403(b) plans are merely retirement savings plans available only to tax-exempt non-profit entities, such as hospitals. Functionally, they are identical to 401(k) plans, specifically in that they an alternative to a traditional pension plan and all monies are allocated to investment options selected by the plan sponsor.

113. Because the investment choices for plan participants are limited, Plan fiduciaries have a responsibility to take into account the reasonableness of any expense ratio when selecting a mutual fund or any other investment option for the Plan.

114. On average, there are lower expense ratios for employer-sponsored retirement plan participants than those for other investors. *See The Economics of Providing 401(k) Plans*, at 11. ERISA-mandated monitoring of investments leads prudent and impartial plan sponsors to continually evaluate performance and fees, leading to great competition among mutual funds in the marketplace. Furthermore, the large average account balances of such plans, especially the largest ones with over a $1 billion in assets managed, lead to economies of scale and special pricing within mutual funds. *Id*. at 10.

115. This has led to falling mutual fund expense ratios for 401(k) plan participants since 2000. In fact, these expense ratios have fallen 31 percent from 2000 to 2015 for equity funds, 25 percent for hybrid funds, and 38 percent for bond funds. *Id*. at 1.

116. The following figure published by the ICI best illustrates that 401(k) plans on average pay far lower fees than regular industry investors, even as expense ratios for all investors continued to drop for the past several years[7].

[7] This chart does not account for the strategy of a mutual fund, which may be to mirror an index, a so-called passive management strategy, or may attempt to "beat the market" with more aggressive investment strategies via active management. Active management funds tend to have significantly higher expense ratios compared to passively managed funds

FIGURE 7

Average Total Mutual Fund Expense Ratios

Percent, 2013–2015

	2013		2014		2015	
	Industry[1]	401(k)[2]	Industry[1]	401(k)[2]	Industry[1]	401(k)[2]
Equity funds	**0.74**	**0.58**	**0.70**	**0.54**	**0.68**	**0.53**
Domestic	0.67	0.54	0.64	0.50	0.62	0.51
World	0.90	0.73	0.86	0.67	0.82	0.62
Hybrid funds	**0.80**	**0.57**	**0.78**	**0.55**	**0.77**	**0.54**
Bond funds	**0.61**	**0.48**	**0.57**	**0.43**	**0.54**	**0.38**
High-yield and world	0.83	0.79	0.78	0.65	0.74	0.56
Other	0.51	0.44	0.48	0.40	0.46	0.35
Money market funds	**0.17**	**0.19**	**0.13**	**0.16**	**0.14**	**0.16**

[1] The industry average expense ratio is measured as an asset-weighted average.
[2] The 401(k) average expense ratio is measured as a 401(k) asset-weighted average.
Note: Data exclude mutual funds available as investment choices in variable annuities and tax-exempt mutual funds.
Sources: Investment Company Institute and Lipper

Id. at 12.

117. Prudent and impartial plan sponsors thus should be monitoring both the performance and cost of the investments selected for their 401(k) plans, investigating alternatives in the marketplace, and leveraging the size of their plan to ensure that well-performing, low cost investment options are being made available to plan participants. This is especially critical because 401(k) accounts are long-term investments in which employees dutifully invest during their working career, often over a period of decades, for the purpose of saving for retirement.

118. While higher-cost mutual funds may outperform a less-expensive option, such as a passively-managed index fund, over the short term, they rarely do so over a

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because they require a higher degree of research and monitoring than funds which merely attempt to replicate a particular segment of the market.

longer term. *See* Jonnelle Marte, *Do Any Mutual Funds Ever Beat the Market? Hardly*, The Washington Post, available at https://www.washingtonpost.com/news/get-there/wp/2015/03/17/do-any-mutual-funds-ever-beat-the-market-hardly/ (last visited August 18, 2017) (citing a study by S&P Dow Jones Indices which looked at 2,862 actively managed mutual funds, focused on the top quartile in performance and found most did not replicate performance from year to year). In fact, one of the key findings in a study conducted by Morningstar study was:

> Actively managed funds have generally underperformed their passive counterparts, especially over longer time horizons, and experienced high mortality rates (*i.e*. many are merged or closed). In addition, the report finds that failure tends to be positively correlated with fees (*i.e.* higher cost funds are more likely to underperform or be shuttered or merged away and lower-cost funds were likelier to survive and enjoyed greater odds of success).

See Morningstar's Active/Passive Barometer: A new yardstick for an old debate, at 2 (June 2015), available at http://corporate.morningstar.com/US/documents/ResearchPapers/MorningstarActive-PassiveBarometerJune2015.pdf (last visited August 18, 2017).

119. Conversely, mutual funds with the worst performance tend to continue to perform poorly in the future. Jonathan B. Berk, Jing Xu, *Persistence and Fund Flows of the Worst Performing Mutual Funds*, at 6 (2004), available at http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.421.2127&rep=rep1&type=pdf (last visited August 18, 2017) (attributing continuing poor mutual fund performance to

less responsive investors who do not pull their capital from the funds, causing the fund manager to change strategies).

120. Plan fiduciaries such as Defendants must be continually mindful of investment options to ensure such options do not unduly risk plan participants savings and do not charge unreasonable fees. Some of the best investment vehicles for these goals are collective trusts and separate accounts, which provide lower fee alternatives to even institutional and retirement plan specific shares of mutual funds. In selecting collective trusts and separate accounts, plan fiduciaries overseeing large plans can leverage the size of their plans to negotiate significantly lower fees. However, even collective trusts and separate accounts must be actively monitored and continually evaluated to ensure that plan participants are not paying higher fees than necessary or subject to unduly poor performance on their investments.

121. Plan fiduciaries must also be wary of conflicts of interest that arise when plan administrators and other fiduciaries select proprietary funds of service providers as investment options for the plans they administer. The inherent conflict of interest in such situations can cause service providers' own funds to be selected when they are not the most prudent investment option and can cause those funds to remain investment options despite poor performance or higher fees than other market alternatives.

122. In fact, one recent Pension Research Council working paper found in a study of such situations that "[a]ffiliated funds are more likely to be added and less likely to be removed from 401(k) plans" especially for the worst performing funds. *See* Pool, Veronika, Clemons Sialm, and Irina Stefenescu, *It Pays to Set the Menu: Mutual Fund*

investment Options in 401(k) Plans, at 2 (May 2015). Moreover, even though plan participants may be aware of the affiliation, due to their documented naivety in investments and general inactiveness in changing those investments, the study found "participants are not generally sensitive to poor performance and do not undo the [] bias towards affiliated families [of funds]." *Id.* at 3.

123. The fact that fiduciaries may have "superior information about their own proprietary funds" does not correlate to improved performance. *Id.* "[A]ffiliated funds that rank poorly based on past performance but are not deleted from the menu do not perform well in the subsequent year" and thus "the decision to retain poorly-performing affiliated funds is not driven by information about the future performance of these funds." *Id*. at 3, 26.

124. A plan's fiduciaries therefore must be especially vigilant when a plan's service provider populates its menu of investment options with proprietary funds.

C. Defendants' Breaches of Fiduciary Duty

1. Defendants Abdicated to Fidelity the Fiduciary Oversight of the Plans

125. The Company and those Defendants to whom it delegated authority over the Plans' assets, breached their fiduciary duties by effectively outsourcing nearly all of their duties to review, select, maintain and administer the investment options in the Plan to ProManage, FTMC and its affiliate, FIIOC. It appears Defendants merely "rubber-stamped" their recommendations.

126. By an agreement dated January 1, 2012, the Plan hired FTMC to serve as trustee for the trust holding the 401(k) Plan's assets. *See generally*, Trust Agreement. Schedule C to the Trust Agreement listed the investment options in which the Plan's participants could invest their retirement assets. There were thirteen (13) mutual funds listed as "Core Investments," of which four were managed by Fidelity. The Plan also included "expanded investments," which included ***all*** Fidelity mutual funds available for investment by defined contribution retirement plans, all Fidelity mutual funds to be created in the future which will be available for investment by defined contribution retirement plans, and one-hundred and three (103) additional mutual fund options that were labeled "Non-Fidelity Mutual Funds," each of which paid Fidelity for inclusion in the Plans through revenue sharing or other service credits.

127. Thus, the Plan Administrator gave Fidelity unlimited, unchecked authority to add its own mutual funds as investment options for the Plan. *See* Trust Agreement at Schedule C, § II.A.

128. By virtue of this agreement, Fidelity added over 150 Fidelity Mutual Funds without any fiduciary review by Defendants.

129. Defendants acknowledge in the Summary Plan Description that they do not monitor any of the non-Core Investments, which would include the Fidelity options Fidelity is permitted to add at will. *See* SPD, at 13 ("You should note in particular that Allina only monitors the Core Investment Options it has selected"). The Company denies that it even selects the remaining hundreds of options. *See id.* at 12 (noting that among available investment options for the Plans' participants is "[a] mutual window offering

over 200 mutual fund options (these funds are not selected or monitored by the Allina Health Retirement Committee)") (emphasis in original).

130. However, the mutual fund marketplace is substantially larger than the 300 or so options available for selection in the Plans, thus some selection process took place to provide those 300 investment options. From 2011 to 2015, there were between 7,588 and 8,116 mutual funds available in the marketplace, in 22,283 to 25,038 available share classes. *See* ICI *2016 Investment Company Fact Book*, Table 1, p. 172. As the Plans' fiduciaries, only Defendants should be able to select the options available for investment in the Plans.

a. Prudent Fiduciaries Monitor the Selection and Maintenance of All Plan Investment Options

131. The Supreme Court reaffirmed the ongoing fiduciary duty to monitor a plan's investment options in *Tibble v. Edison, Int'l*, 135 S. Ct. 1823 (2015). *Tibble* held that "an ERISA fiduciary's duty is derived from the common law of trusts," and that "[u]nder trust law, a trustee has a continuing duty to monitor trust investments and remove imprudent ones." *Id.* at 1828. In so holding, the Supreme Court referenced with approval the Uniform Prudent Investor Act (the "UPIA"), treatises, and seminal decisions confirming the duty.

132. The UPIA, which enshrines trust law, recognizes that "the duty of prudent investing applies both to investing and managing trust assets. . . ." *Id.* (quoting Nat'l Conference of Comm'rs on Uniform State Laws, Uniform Prudent Investor Act § 2(c) (1994)). The official comment explains that "'[m]anaging' embraces monitoring, that is,

the trustee's continuing responsibility for oversight of the suitability of investments already made as well as the trustee's decisions respecting new investments." UPIA § 2 comment.

133. As described *supra*, one of the responsibilities of the Plans' fiduciaries is to select investment options which have reasonable and not excessive fees for the performance and quality of service received, and to "avoid unwarranted costs" by being aware of the "availability and continuing emergence" of alternative investments that may have "significantly different costs." Restatement (Third) of Trusts ch. 17, intro. note (2007). *See also* Restatement (Third) of Trusts § 90 cmt. B (2007) ("Cost-conscious management is fundamental to produce in the investment function.") Adherence to these duties requires regular performance of prudent investigation of existing investments in the Plans to determine whether any of the Plans' investments are improvident, or if there is a superior alternative investment to any of the Plans' holdings.

134. As the amount of assets under management approaches and exceeds $1 billion, the economies of scale dictate that lower cost investment options will be available to these plans. Yet, the Plans have failed to leverage their size by utilizing the lowest-cost share classes of the investments within the Plan and considering alternative investment options and structures.

135. From the beginning of the Class Period, both Plans had the following assets available for benefits, invested in a combination of mutual funds, pooled separate accounts,[8] and guaranteed investment contracts:

Year	401(k) Plan	403(b) Plan	Total
2011	$351,552,839	$925,435,421	$1,276,988,260
2012	$540,804,141	$981,125,876	$1,521,930,017
2013	$922,119,203	$1,080,469,015	$2,002,588,218
2014	$1,103,695,683	$1,058,146,518	$2,161,842,201
2015	$1,231,192,531	$978,311,217	$2,209,503,748

136. By a wide margin, investments in mutual funds dominated each of the Plans' portfolios, being on average 82% of all assets in the 401(k) Plan and 85% of all assets in the 403(b) Plan throughout the Class Period. Moreover, the mutual fund options, as well as the guaranteed investment contracts, are all managed by FMTC, such that between 90% and 97% of all assets in the 401(k) Plan and 100% of assets in the 403(b) Plan were under FMTC's management for the entirety of the Class Period.

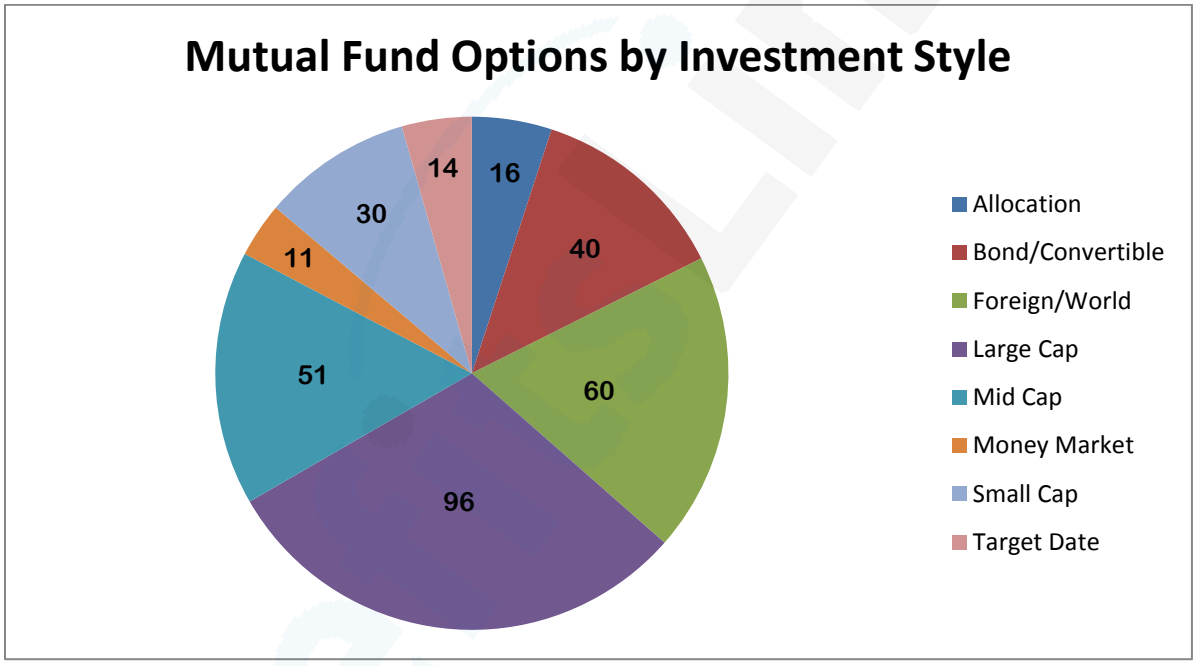
137. Allina, through FMTC, selected and recommended that approximately 318 mutual fund options be made available to the Plans throughout the Class Period. At no time during the Class Period were there fewer than 290 options available in either of the Plans. In total, 318 mutual options were made available to participants in the Plans during the Class Period. *See* Appendix A.

[8] Pooled separate account investment options were only made available in the 401(k) Plan, but consisted of less than $3 million in assets for the whole of the Class Period. They were not an option managed by FMTC or FIIOC.

138. Structuring the Plans in this highly unusual way served only to benefit Fidelity, in the form of higher fees, and not the Plans' participants and beneficiaries.

b. Defendants' Abdication to Fidelity is Evident in the Imprudent and Unusual Duplication of Asset Categories Within Each Plan

139. As can be expected with so many options in the Plans, there were many similar options available to the participants in each year, unnecessarily duplicating asset categories in ways not seen in prudently managed plans. This duplication is illustrated by the following chart:

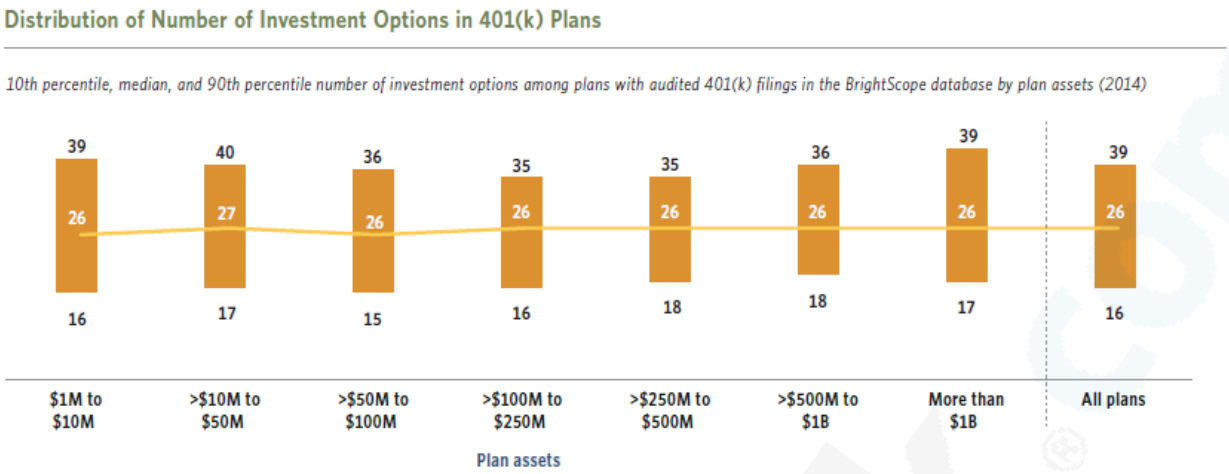


140. Industry best practices in 401(k) plan menu construction include selecting one fund per asset class. *See* Lawton, Robert C., "10 Best Practices for 401(k) Investment Menu Selection," available at https://www.benefitnews.com/opinion/10-best-practices-for-401-k-investment-menu-selection (last visited August 18, 2017) (suggesting a target number of options in a retirement plan to be around 25 options.) *See also* Stone,

Donald, "Investment Selection and Monitoring: A Practical Approach to Best Practices," available at http://www.401khelpcenter.com/401k/stone_investment_selection.html#.WRoKp2eGMdU (last visited August 18, 2017) ("Simply offering a lot of funds does not necessarily mean that participants are being offered a broad range of funds…the menu [should] not inadvertently tilt toward a particular asset class exposure by offering multiple funds offerings in one or two asset classes, simply because the funds were available.")

141. Even within a category, there would be many multiples of similar style investments. For instance, within the Large Cap category (which included mutual funds that invested in the stocks of companies with a large market capitalization), there were 24 Large Cap Blend funds and 26 Large Cap Value funds. Within the Allocation category (in which the funds invest in a mix of equities and bonds according to a set percentage), of the 14 options, nine of them were for mutual funds in the 50% to 70% equity range.

142. In fact, the Plans had over ***12 times*** the median number of options compared to other $1 billion 401(k) Plans, as shown by the following chart from ICI:



See The BrightScope/ICI Defined Contribution Plan Profile: A Close Look at 401(k) Plans, 2014, December 2016, ("ICI Close Look 2014"), at 31.

143. The Plans had a staggering number of investment options, well outside industry norms. The number of options negated the ability of the Plans to invest in lower-cost institutional shares of identical investments because the Plans' money was spread over hundreds of options, which lowered the amount of money for each option such that only more expensive shares of the funds were available to the participants for purchase. As a result, Fidelity was able to charge higher fees, far higher than the Plans would pay if the Plans limited the number of investment options as prudent fiduciaries do. The decision to include hundreds of options thus benefitted Fidelity, at the expense of the Plans.

144. The amount of options also made it nearly impossible for Defendants to review the Plans' options on a regular and systematic basis to assess their prudence. Indeed, the Plans' fiduciaries admit they failed to evaluate the non-core options. This failure to evaluate the prudence of each of the investment options directly benefited

Fidelity while condemning the Plans' participants to high fees and the resulting poor performance.

145. For example, 199 of the mutual fund options available in the Plans were Fidelity-managed investments. All investment options with names such as "Fidelity," "Spartan," or "Strategic Advisers," were all mutual funds whose management fees flowed directly to a Fidelity-affiliated entity.

146. Similarly, another 103 of the mutual fund options available in the Plans provided "indirect compensation" to FIIOC, sharing between 25 and 55 basis points of the fees charged to participants in the Plans with the Plans' service provider. Fidelity received this indirect compensation from the mutual funds, which collected the fees from the investments of Plan participants, including Plaintiffs. Mutual funds managed by Calvert, Invesco, Wells Fargo, Templeton, AMG Managers, Morgan Stanley, Lord Abbett, and Royce, among others, all directly benefited Fidelity-affiliated companies.

147. In 2015, only 12 options did not share any fee revenue with FIIOC, including the options offered by DFA, BlackRock, and Vanguard.

148. The money market funds and large cap blend funds, are all either Fidelity-run mutual funds or mutual funds that share fees with FIIOC. Fidelity-managed funds comprise all 11 of the money markets funds that were in the Plans, and 21 of 24 large cap blend funds. Of the remaining three large cap blend funds – ClearBridge Value Trust, the Domini Impact Equity Fund, and the Oakmark Fund – each of them shared revenue with FIIOC.

149. Defendants failed to adequately perform a systematic review of the reasonableness of the Plans' investment options and structure, both for performance and in expenses, at least in part because of the large number of options in the Plans. As a result, participants paid excessively high fees — which benefitted Fidelity — due to the Defendants' failure to assess the reasonableness of investment option performance and fees in light of other alternatives available on the marketplace.

c. Defendants' Abdication of Fiduciary Responsibility is Also Shown in the Inclusion of, and Failure to Remove, Untested or Inferior Investments From the Plans

150. Further evidence of this lack of oversight on the part of the Defendants comes from examining the mutual fund options that were removed from the Plans during the Class Period. With only one exception, the funds that were removed were removed because the individual fund manager closed the fund and liquidated its assets due to poor performance and/or lack of interest from investors. Defendants continued to offer the options until they were closed, and often, immediately added (if it was not already in the Plans) the fund from the same manager in which the former options' monies were directed if investors failed to liquidate their investment on their own. These options included: the American Century Vista Fund, the Hartford Growth Fund, the Invesco Constellation Fund, the Lord Abbett Small Cap Blend, the Neuberger Berman International Fund, as well as numerous Fidelity options like the Fidelity 130/30 Large Cap Fund, the Fidelity Fifty Fund, and the Fidelity Europe Capital Appreciation Fund.

151. In general, and apart from the blind addition of options because a fund manager designated investments to an alternative fund, additions to the Plans' investment

options were nearly uniformly from Fidelity-affiliated companies, under the brand names of Fidelity, Strategic Advisers, or Spartan. These options were added on the recommendation of FTMC, and Defendants did not exercise any independent review of their recommendations before adding these options to the Plans.

152. For example, the Fidelity Global Equity Income Fund, a fund incepted in May 2012, was added to the Plans' investment options within a year, despite lackluster returns in its first months of existence. Prudent fiduciaries typically weigh a mutual fund's performance over a span of years, in order to ensure its reasonability, before offering the option to Plan participants. Instead, Defendants merely acquiesced to addition of this Fidelity option to the Plans, even though it had only a year's worth of data and that data indicated the fund was not performing as well as its benchmark.

153. This lack of a systematic, independent review led to Defendants' inclusion of many imprudent mutual fund options, especially those that returned a benefit to FTMC, FIIOC, or another Fidelity-affiliated company, and the appointment and retention of ProManage's services on an opt-out basis, costing participants in the Plans millions of dollars in unnecessary and unduly expensive fees over the course of the Class Period.

154. Allowing Fidelity to include untested or inferior investments served to benefit Fidelity, at the expense of the Plans. Accordingly, it was imprudent for Defendants to allow these funds to be added or to continue to be offered in the Plans.

d. Defendants' Abdication to Fidelity is Also Evident in the Failure to Prudently Leverage the Plans' Size to Negotiate Lower Fees

155. Fiduciaries must consider the size and purchasing power of their plan and select the investments and share classes of those investments that are most appropriate for plan participants. The "prevailing circumstances"—such as the size of the plan—are a part of a prudent decision-making process. The failure to understand the concepts and to know about the alternatives could be a costly fiduciary breach. *See* Fred Reish, *Class-ifying Mutual Funds*, PLANSPONSOR (Jan. 2011), available at http://www.plansponsor.com/MagazineArticle.aspx?id=6442476537 (last visited August 18, 2017).

(1) Identical and Comparable Mutual Funds With Lower Fees and Better Performance Were Available For Plan Investment

156. Defendants' abdication of fund selection to Fidelity prevented the Plans from taking advantage of comparable, less expensive investment products available to Plans of their size.

157. Rather than use the bargaining power afforded by the Plans' substantial assets under management to negotiate lower fees for participants in the Plans, Defendants instead opted to maintain investment options that charged fees that remained substantially similar from 2011 through 2016.

158. That Defendants squandered the bargaining power of the Plans can easily be seen by the fact that the vast majority of the Plans' assets were invested in the same 16

mutual fund options in each of the Plans during the Class Period, despite the fact that over 300 options were available.

159. Of these 16 high value mutual fund options, each of which had at least $10 million in assets from one of the Plans during the Class Period, 10 of them were part of the default investments:

- Fidelity Total Market Index Fund
- Fidelity Contrafund
- BlackRock Total Return Fund – prior to 2014, the PIMCO Total Return Fund
- Fidelity Diversified International Fund
- American Beacon Large Cap Value Fund
- Parametric Emerging Markets Fund – prior to 2014, in a higher priced share class
- DFA U.S. Targeted Value Portfolio
- PIMCO Real Return Fund
- AMG TimesSquare Mid Cap Growth Fund
- DFA International Small Company Portfolio

160. Tellingly, of the high value mutual fund options, 9 of them returned a benefit to a Fidelity-affiliated business:

- Fidelity Total Market Index Fund
- Fidelity Contrafund
- Fidelity Diversified International Fund
- Fidelity Growth Company Fund
- Fidelity Freedom 2015
- Fidelity Freedom 2020
- Fidelity Freedom 2025
- Fidelity Freedom 2030
- American Beacon Large Cap Value Fund[9]

[9] This Fund returned up to 40 basis points of its fee to FIIOC.

161. In fact, between 76% and 81% of the 401(k) Plan's Fidelity-managed assets were in these high value mutual fund options over the course of the Class Period, and between 82% and 83% of the 403(b) Plan's Fidelity-managed assets were in these options over the same period.

162. Defendants did not obtain Fidelity's best price for the 401(k) Plan's most popular investment options. For example, the 401(k) Plan had more than $30 million invested in Fidelity's "Growth Company Fund – Class K" mutual fund at a cost of 66 basis points even though Fidelity offered an identical investment through its "Growth Company Commingled Pool" at a cost of only 43 basis points. The investments are identical. The objective of both is to "seek() capital growth" and is targeted to investors who are "seeking the potential for long-term share appreciation." Nine of the investments' ten largest holdings are identical, as they both have shares in companies such as Nvidia, Apple, Amazon, Alphabet and Facebook and they have a nearly identical percentage of their assets concentrated in these companies (35.15% in mutual fund version vs. 35.75% in commingled pool version). Moreover, they have a similar total number of holdings (392 for mutual fund vs. 383 for commingled pool). And while Fidelity's commingled pool charged a lower fee, it also offered higher returns. The 3-year average annual return for the commingled pool investment was 35 basis points higher than the mutual fund.

163. Defendants also caused the 401(k) Plan to pay higher expenses than it should have from Fidelity for target-date funds. In 2015, more than $50 million in the 401(k) Plan's assets were invested in Fidelity Freedom mutual funds designed for

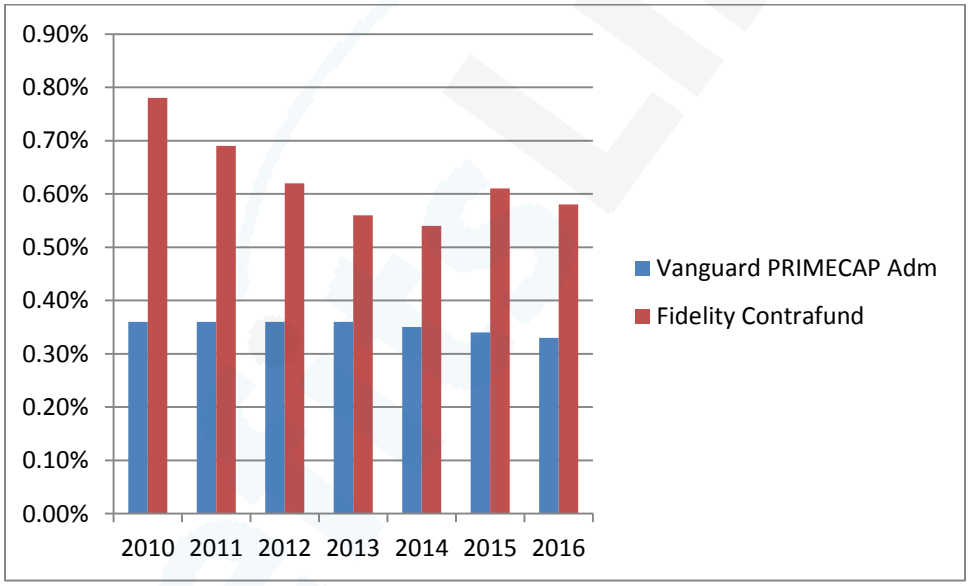
participants who expect to retire at a specified date (*e.g.*, 2020, 2025, etc.). Fidelity charged the 401(k) Plan expenses of between 62 and 75 basis points for the funds. Other similar or identical funds were available during the same time period but at lower cost. For example, during this time period, Fidelity offered the same funds in a K asset class (K-shares), which were available to the Plans, and were identical except for expenses that were 5 to 20 basis points lower than the mutual funds provided to the Plans. Additionally, Fidelity provided the same investment strategies through its index target-date funds and commingled pool investment products, both of which had much lower fee structures. The index target date funds had expenses of 15 basis points while the commingled pools had one of 40 basis points.

164. In addition to failing to secure lower fees by investing in institutional mutual fund share classes or comingled pools, which would have been cheaper and available to the Plans had the number of options been limited to prudent levels, a routine, systematic review of just the Plans' high value mutual fund options would have revealed other mutual funds available on the open market with similar or better performance and lower fees.

165. This is illustrated by a comparison of the Fidelity Contrafund, a Large Cap Growth mutual fund, with the Vanguard PrimeCap Fund (Admiral Shares), also a Large Cap Growth fund, in which the Vanguard Fund largely performed as well or better than the Fidelity Fund. Both funds are Large Cap Growth funds, meaning they invest in companies with at least $10 billion in market value which managers believe will continue to grow. Both are heavily invested in domestic equities, with Fidelity investing 92.74%

and Vanguard investing 84.74%. They are also comparable in both the Morningstar ratings[10] and Lipper Rankings,[11] although the Vanguard Fund fares better. The Fidelity fund is a 4 star Morningstar fund overall and at 3 and 5 year intervals, while a 5 star fund in the 10 year category. The Vanguard Fund is a 5 star fund overall and at 5 and 10 year intervals, while a 4 star fund in the 3 year category. While the Fidelity fund ranked 921 out of 2,960 funds at 1 year and 472 out of 2,214 funds at 5 years, the Vanguard fund ranked 109 out of 2,960 funds at 1 year and 11 out of 2,214 at 5 years.

166. However, the fees for the Vanguard Fund were much lower than those of the Fidelity Fund, as shown below.



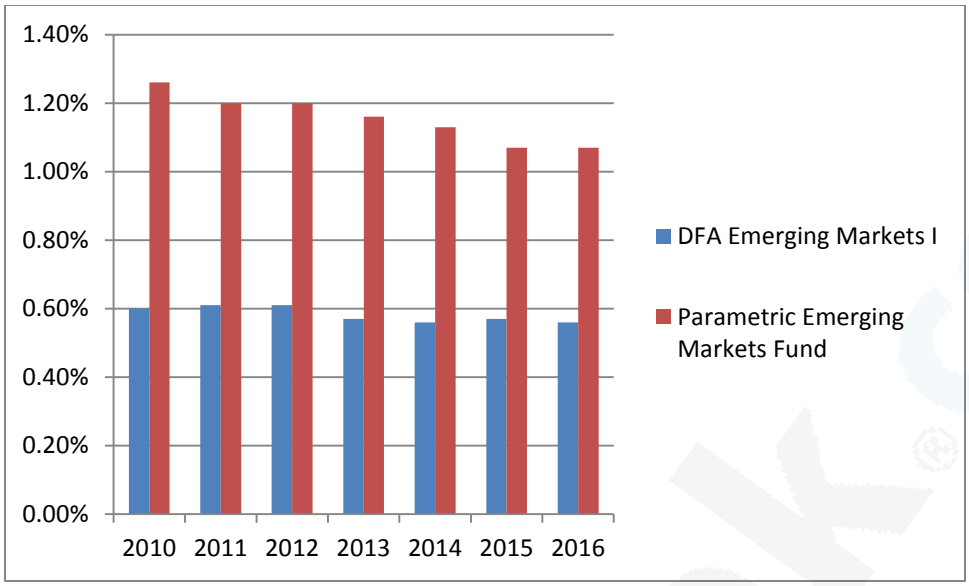
[10] Morningstar ratings are calculated on a Morningstar Risk-Adjusted measure which emphasizes downward variations and rewards consistent performance.

[11] Lipper Rankings arrange funds by category based on their total return.

167. Another illustrative example is a comparison of the Parametric Emerging Markets Fund in the Plan,[12] a Foreign Emerging Market fund, with DFA's Emerging Markets I Fund, a mutual fund with the same benchmark and investment style. Both funds invested primarily in foreign stock, with the Parametric fund investing 93.05% and DFA fund investing 97.47% in the stock of companies with market values of over $10 billion, including those considered to be "growth" or "value" stocks. The Parametric fund is a 3 star Morningstar fund overall and at the 5 and 10 year intervals, and a 2 star fund at the 3 year interval, while the DFA fund is a 4 star Morningstar fund overall and at the 10 year interval, and a 3 star fund at the 3 and 5 year intervals. Their Lipper rankings also reflect that the Parametric fund ranked 263 out of 455 funds at 5 years and 92 out of 183 at 10 years, while the DFA fund ranked 191 out of 455 at 5 years and 44 out of 183 at 10 years.

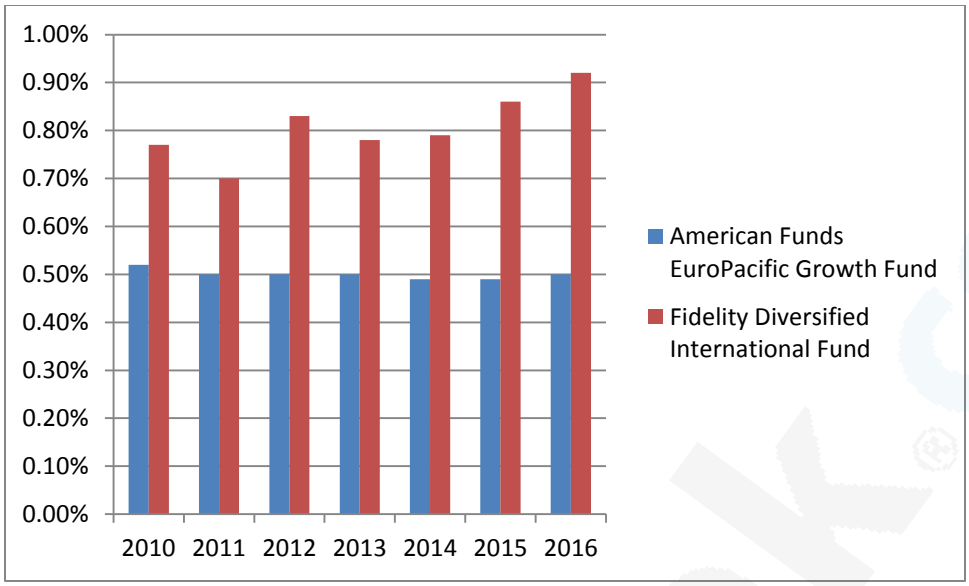
168. Again, the fees for the DFA fund were approximately half those of the option within the Plans (the Parametric fund).

[12] This option was switched to a different share class of the same Fund in 2014, information which is reflected in the following charts.



169. Another example is the continued retention of the Fidelity Diversified International Fund, a Foreign Large Growth Fund, when alternatives such as the American Funds EuroPacific Growth Fund were available. Both funds are concentrated in foreign stock holdings, 87.49% for the Fidelity fund and 85.28% for the American Fund. The Fidelity fund's Morningstar ratings are 4 stars overall and for the 3 and 5 year intervals, the same as the American fund. Similarly, the Fidelity fund received Lipper rankings of 991 out of 1,534 funds and 160 out of 1,056 funds at the 1 and 5 year marks while the American fund ranked 194 out of 1,534 and 204 out of 1,056.

170. However, the fees of the American Fund were between 23 and 45 basis points lower during the Class Period.



171. A prudent review of the Plans' investment options, as well as reasonable market alternatives, would have revealed such information to the Defendants. However, because the Company and other Defendants acting on its behalf hired Fidelity and failed to exercise adequate oversight, such an impartial, routine review of each of the Plans' hundreds of options was not undertaken.

(2) Cheaper Collective Trusts and Separate Accounts Were Available for Plan Investment

172. As explained by the Wall Street Journal, collective trusts are administered by banks or trust companies, which assemble a mix of assets such as stocks, bonds and cash. Regulated by the Office of the Comptroller of the Currency rather than the Securities and Exchange Commission, collective trusts have simple disclosure requirements, and cannot advertise nor issue formal prospectuses. As a result, their costs are much lower, with less or no administrative costs, and less or no marketing or advertising costs. *See* Powell, Robert, Not Your Normal Nest Egg, The Wall Street

Journal, March 17, 2013, available at https://www.wsj.com/articles/SB10001424127887324296604578177291881550144 (last visited August 18, 2017).

173. Collective trust fees in fact can be between 15 bps to 60 bps lower than the same asset class mutual fund.

174. Similarly, separate accounts, which require a minimum investment of $15 million to $25 million per account, can "commonly" reduce "[t]otal investment management expenses" to "one-fourth of the expenses incurred through retail mutual funds." DOL, *Study of 401(k) Plan Fees and Expenses*, at § 2.4.1.3, available at http://www.dol.gov/ebsa/pdf/401krept.pdf (last visited August 18, 2017).

175. Defendants are/were at all times during the class period aware of the benefits of collective trust vehicles and separate accounts compared to mutual funds and of the significant bargaining power that the Plans wielded due to the large pool of assets. Not only is FTMC a leader in providing plan and investment-management services in the field, Allina and the other Defendants working on its behalf were aware of these vehicles via the inclusion of a pooled separate account in the 401(k) Plan.

176. Furthermore, not only was FTMC aware of the existence of collective trusts and separate pooled accounts, it and/or its affiliates provided such investment vehicles to other large institutional clients and employee benefit plan providers. As a result, any Fidelity-managed option, but especially the high value options, could have been managed by Fidelity with an identical investment strategy at significantly lower costs.

177. Alternatively, given the size of the Plans' assets, Defendants should have investigated the use of collective investment trusts or separate accounts, to see if lower fees could be secured for similar investments to those available in the Plans.

178. For example, during the entirety of the Class Period, rates on the actively-managed Intermediate Term Bond mutual funds within the Plans ranged between 39 and 116 basis points, depending on the mutual fund and year. Each year of the Class Period, the Plans' investments in Intermediate Term Bond mutual funds exceeded $100 million, and for 2014, exceeded $250 million.

179. Baird Advisors offers a separate account for an intermediate bond – Baird Advisors Core Plus Bond at a rate of 30 basis points for the first $100 million, 20 basis points for $100 million to $200 million invested and 15 basis points for over $200 million. Other highly-regarded investment managers could have provided similar active management of an intermediate-bond strategy for a similar level of fees.

180. Accordingly, participants in the Plans could have been paying a mere 20 to 30 basis points[13] for a similar investment for most of the Class Period.[14] Instead, they paid 50% to 600% more for comparable investment.

[13] There are additional costs of administering a separate account strategy, but upon information and belief, for a strategy with $100 million or more in assets, these costs would have amounted to only 2 to 3 bps.

[14] These estimates are based on published fee records. But separate account fees are negotiable, and are typically lower than the published rates. Thus actual expenses would have likely been lower than these published rates.

181. Rather than use their unique position to benefit the Plans and their participants by offering these same asset class investments in a collective trust or separate account, or by negotiating lower mutual fund fees, Defendants instead opted to offer the higher cost mutual funds because of the benefit they returned to FTMC, FIIOC and their affiliated companies.

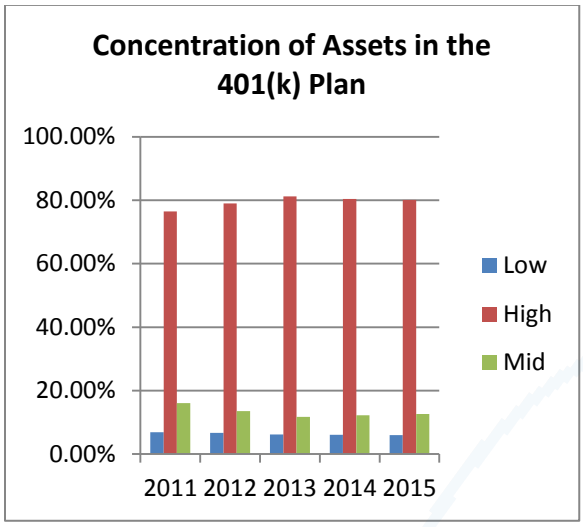
(3) Failure to Consolidate or Eliminate the Least Utilized Investment Options Cost the Plans Unnecessary Fees

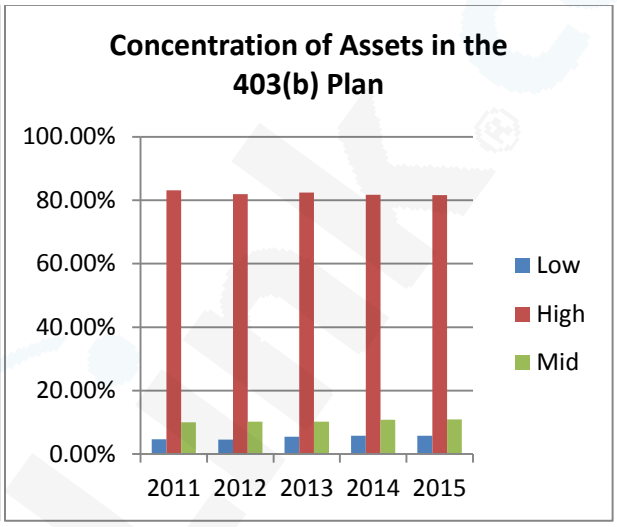
182. Defendants allowed the Plans' bargaining power to be diluted because the Plans were structured for the benefit of Fidelity-affiliated companies and not for the benefit of participants in the Plans.

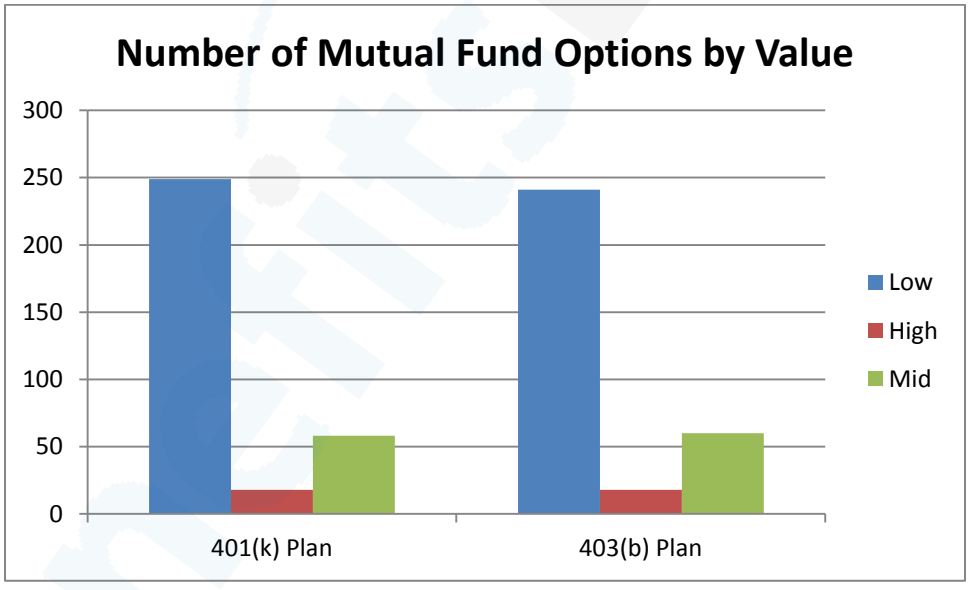
183. Instead of consolidating the Plans' mutual fund options into 20 to 40 carefully selected investments whose performance, fees, and reasonability for retirement investment could be routinely assessed and then easily digested by members of the Class, as is the norm for Plans of this size, Defendants instead allowed hundreds of options into the Plans' investment menu, thereby limiting the Plans' bargaining power as to any given investment.

184. Only 5% to 7% of the 401(k) Plan's Fidelity-managed assets and 5% to 6% of the 403(b) Plan's assets were in low value mutual fund options, characterized as options that throughout the Class Period had less than $1 million investment. Similarly 12% to 16% of the 401(k) Plan's Fidelity-managed assets and 10% to 11% of the 403(b) Plan's assets were in mid value mutual fund options, characterized as those options with asset ranges between those of the high and low value options.

185. Despite only comprising at best 20% of either Plan's Fidelity-managed assets at any given time, the low and mid value holdings accounted for the vast majority of options during the Class Period within both Plans as can be seen by the following charts:



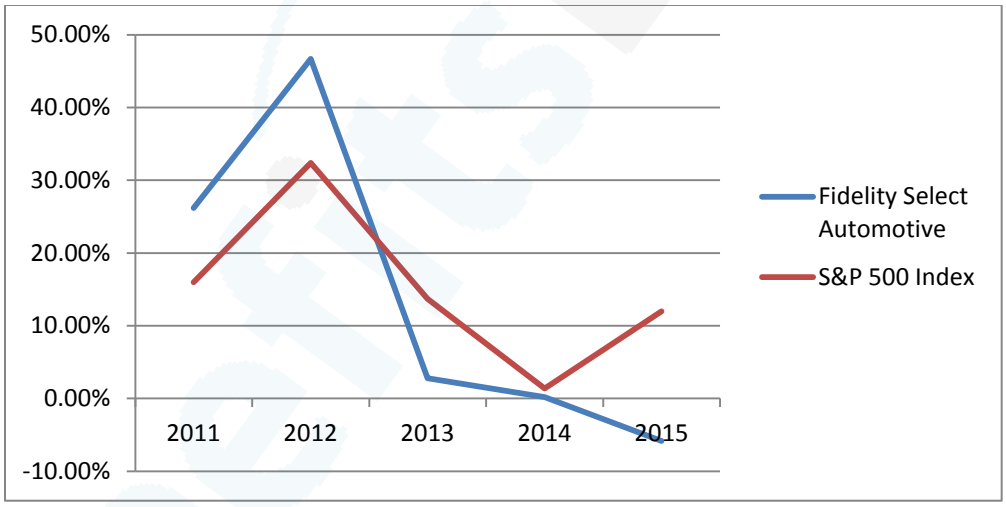




186. Despite their relative disuse by participants in the Plans, none of the Defendants undertook any systematic review of the options within the Plans' portfolios to evaluate whether these options were reasonable, appropriate, or prudent investments for

the Plans' assets. As a result of the Plans' bloated lineup, the sheer size of the Plans made it exceedingly difficult for members of the Class to discern the good investments from the bad.

187. The Plans continued to offer high-priced, imprudent, or unsuitable investment options throughout the Class Period, such as the Fidelity Select Automotive Portfolio. This mutual fund, which never contained more than $500,000 of combined Plans' assets during any year of the Class Period, is Large Cap Blend option that cost between 84 and 90 basis points depending on the year. This extremely volatile mutual fund invests in car manufacturer equities, a segment of industry known to be highly unstable, as can be seen by its performance compared to its benchmark over the Class Period.



188. Picking a mutual fund which invests in a particular industrial sector, like the Fidelity Select Automotive Portfolio, is considered a more speculative approach to investing, because such funds are "more volatile than a broadly based stock fund" and essentially are a bet that a particular industry will fare better than the market as a whole.

See Friedberg, Barbara, "The Pros and Cons of Sector Mutual Funds," available at http://money.usnews.com/money/blogs/the-smarter-mutual-fund-investor/2015/02/05/the-pros-and-cons-of-sector-mutual-funds (last visited August 18, 2017).

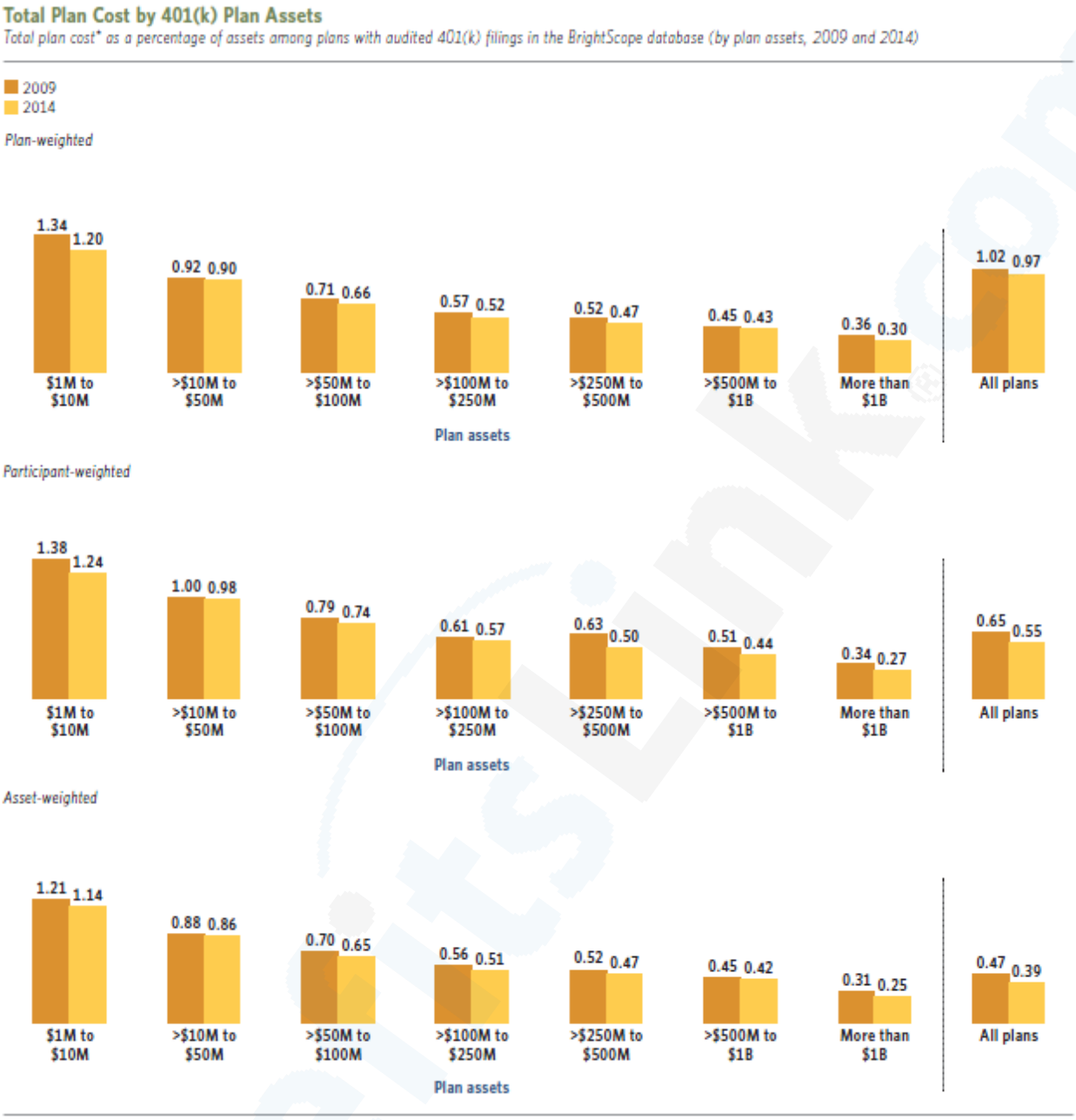
189. Sector funds not only expose participants to these concentrated and volatile portfolios, their presence in a plan lineup also encourages participants to engage in performance-chasing behavior by seeking the "hottest" sector, typically culminating in a buy high-sell low pattern of investing when the participant flees the sector when the industry invariably cycles out of favor. Schaus, Stacy & Gao, Ying, *Designing Balanced DC Menus: Considering Equity Investments* (Dec. 2014), available at http://europe.pimco.com/EN/Insights/Pages/Designing-Balanced-DC-Menus-Considering-Equity-Investments.aspx (last visited August 18, 2017) ("Simplifying a menu can help participants make better selections and improve their ability to stay the course – rather than chasing performance, or, more likely, fleeing an investment, and thus locking in losses if the market suddenly drops.").

190. Despite this fact, this mutual fund option and others from Fidelity which targeted specific segments of domestic industry, 39 in total, remained in the Plans' portfolios for the entirety of the Class Period.

191. Even concentrating the Plans' assets into the better, lower cost performing Fidelity-affiliated options could have resulted in significant cost savings, especially when the full value of the Plans' assets were concentrated by asset class investment. Instead, the number of options in the Plans effectively diluted the Plans' power to purchase even

the lower cost institutional shares of most of the mutual funds offered, splitting the buying power of the Plans' participants and ensuring they would be in higher-cost share classes.

192. As a result, the Plans' participants paid much higher than average costs than participants of other $1 billion plans. For example, in 2015, on average, the menu of mutual fund options in the Plans cost 83 basis points. Factoring in actual selections, the Plans' participants were charged on average 55 basis points in the 401(k) Plan and 56 basis points in the 403(b) Plan. As can be seen by the below chart from ICI, the Plans' participants were thus paying roughly double what participants in similarly-sized plans were paying.



See ICI Close Look 2014, at 49.

193. Moreover, not only were the Plans' participants being charged far in excess of what they should have been in 2015, as the chart clearly shows, ***Defendants were at least seven years behind*** in evaluating the costs of investment options offered to the Plans' participants compared to similarly sized plans in the marketplace.

e. Defendants' Abdication is Evidenced by the Inclusion And Maintenance of Duplicative, Poor Performing, and Expensive Money Market Funds

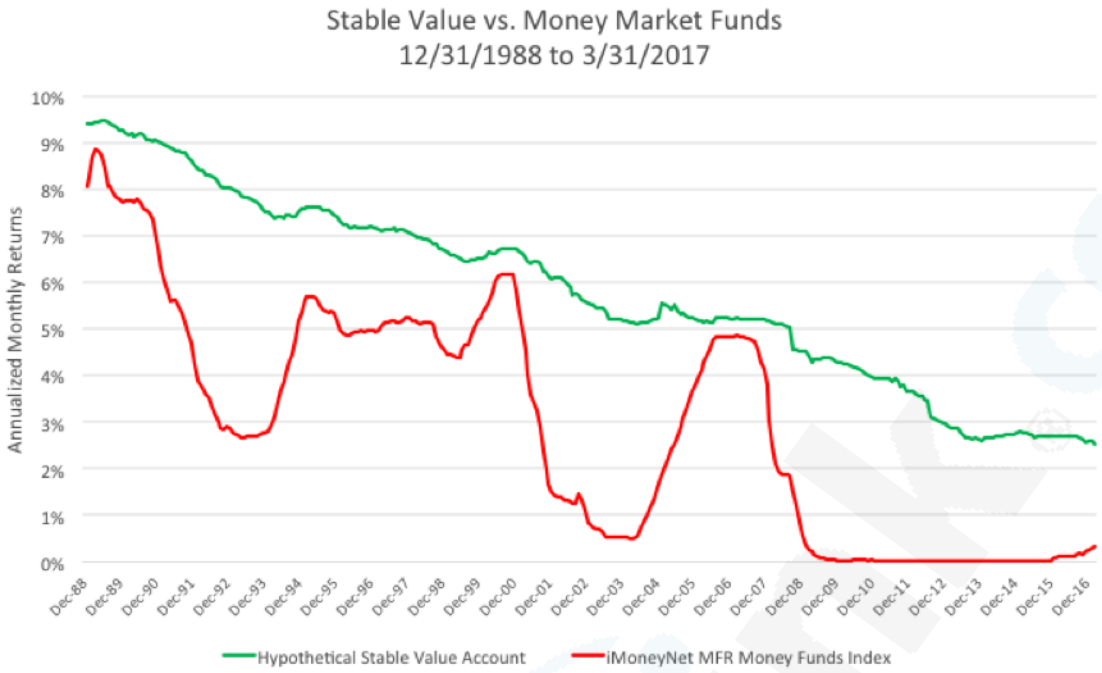
194. Money market funds are mutual funds which seek to protect the principal value of their investment while generating current income. Often, they invest in short-term U.S. dollar-denominated money market instruments that consist of U.S. Treasury obligations. As the DOL has explained:

> Money market accounts are actually mutual funds that invest in short term (typically 90 days or less), fixed income securities. As such, they are often considered as cash equivalents…most often used as parking accounts for money waiting to be invested in other instruments, as sweep accounts for the collection of dividends, or by very risk averse investors.[15]

195. While some jumbo 401(k) plans offer money market funds, most offer Stable Value funds, which provide the same principle preservation benefits of Money Market Funds but with consistently higher returns. *See Abbott v. Lockheed Martin Corp*., 725 F.3d 803, 806 (7th Cir. 2013); *see also* Paul J. Donahue, *Plan Sponsor Fiduciary Duty for the Selection of Options in Participant-Directed Defined Contribution Plans and the Choice Between Stable Value and Money Market*, 39 AKRON L. REV. 9, 20–27 (2006).

196. Generally, stable value funds had higher returns and lower volatility during the entire relevant time period.

[15] DOL, *Study of 401(k) Plan Fees and Expenses*, § 2.4.4.



See What is A Stable Value Fund, p. 6, available at https://stablevalue.org/media/misc/Stable_Value_at_a_Glance.pdf (last visited August 18, 2017).

197. A 2011 study from Wharton Business School analyzed money market and stable value fund returns from the previous two decades and concluded that "any investor who preferred more wealth to less wealth should have avoided investing in money market funds when [stable value] funds were available, irrespective of risk preferences." David F. Babbel & Miguel A. Herce, *Stable Value Funds: Performance to Date*, at 16 (Jan. 1, 2011).[16]

> According to the 2015 Stable Value Study published by MetLife, over 80% of plan sponsors offer a stable value fund. MetLife, *2015 Stable Value Study: A Survey of Plan Sponsors, Stable Value Fund Providers and Advisors* at 5 (2015).[17]

[16] Available at http://www.crai.com/sites/default/files/publications/stable-value-funds-performance.pdf (last visited August 18, 2017).

[17] Available at https://www.metlife.com/assets/cao/institutional-retirement/2015_StableValueStudy_exp12-2017.pdf (last visited August 18, 2017).

> The study also notes that stable value returns were "*more than double*" the returns of money market funds from 1988 to 2015, and 100% of stable value providers and almost 90% of financial advisors to defined contribution plans "agree that stable value returns have outperformed money market returns over the last 25 years." *Id.* at 7 (emphasis added).

198. Here, if the Plans wanted a more liquid alternative to the Principal Fixed Account offered in both Plans, such liquidity could have been provided by numerous stable value offerings in the marketplace, rather than offering multiple, duplicative money market funds producing investment returns that were negligible at best.

199. Because all money market funds invest in short-term, secure, low-interest instruments, there is little, other than fees, to distinguish between different money market funds. For example, low-fee funds like the Vanguard Prime Money Market Fund (VMRXX) and BlackRock Money Market Portfolio, Institutional Shares (PNIXX) are, as of June 2017, returning 1.11% and 1.12% respectively. By comparison, the Plans offer at least six different Fidelity money market funds, with an average June 2017 yield of 0.63% and average fees of 25 basis points.

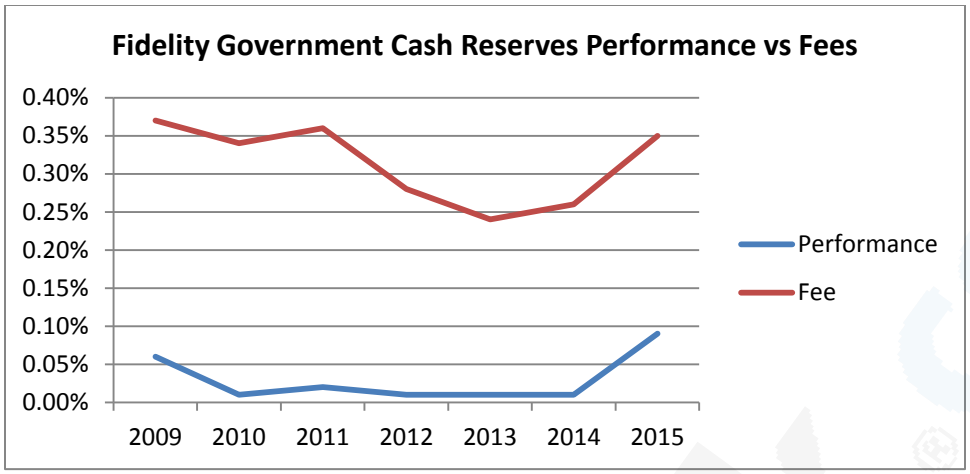
200. Prudent fiduciaries do not offer multiple, duplicative investment options, particularly money market funds. Offering so many money market funds: (1) increases the total amount of plan assets invested in these inferior products; (2) potentially confuses participants into making inappropriate asset allocation decisions or refraining from making prudent retirement decisions out of fear and confusion; and (3) spreads money market investments across many funds, with the Plans ending up paying higher fees as they give up bargaining power compared to utilizing a single fund.

201. At all times during the Class Period, at least eight money market funds were available to be selected as investment options at any given time. Over the course of the Class Period, 11 different money market funds were available, despite the fact that short-term interest rates in the United States have been at or near zero percent since the global financial crisis of 2008.[18]

202. At all times during the Class Period, Defendants should have known that U.S. short term interest rates based on U.S. dollar-denominated treasuries, and other short-term holdings common in money market funds, were at historically low levels and, as such, these funds would have a negative return due to inflation and the fact that fees of these funds far outstripped their earnings.

203. A good example is one of the more popular money market funds within the Plans, the Fidelity Government Cash Reserves. This money market fund typically had over $5 million of the Plans' assets invested in it at any given year. However, even prior to the Class Period, the fees for this fund far outweighed the negligible returns of the investment, as demonstrated below.

[18] Vanguard, Money Market Reform and Stable Value: Considerations for Plan Fiduciaries, Vanguard Commentary, at 5 (Aug. 2016), available at https://institutional.vanguard.com/iam/pdf/ISGSVMM.pdf?cbdForceDomain=true (last visited August 18, 2017).



204. Upon information and belief, not a single money market fund within the Plans' portfolio generated anything but a negative real return for the entirety of the Class Period. Yet, despite poor market conditions and the relatively high fees associated with such funds, the Plans continued to include eight money market fund options each year.

205. A prudent fiduciary would not include a money market fund in a plan following even three years of negative returns. Instead, Defendants continued to include multiple money market funds, to the detriment of the Plans' participants.

206. Because Defendants failed to employ appropriate methods to investigate the merits of the money market funds after years of near-zero short-term interest rates or engage in a prudent analysis to identify poorly performing investments, the Plans' participants holding investments in the money market funds had their retirement savings diminished on an inflation-adjusted basis.

207. Even if after a careful review of the portfolios, Defendants determined that offering a money market fund was in the best interest of the participants, offering so many different versions of the same investment, all at different prices, was not. A

prudent fiduciary would have selected the lowest-cost money market fund, rather than include many comparatively high priced iterations of the same investment.

208. The Plans' highly unusual structure in diluting money market assets among a troop of Fidelity money market funds served only Fidelity's interest in collecting additional fees, not the Plans' interest in having a conservative option for risk-averse investors.

209. A prudent fiduciary would not have included the money market funds nor maintained the money market funds in the Plans after so many years of negligible (or negative) returns. The only reason to do so would be to benefit Fidelity. As a result, Defendants breached their fiduciary duties owed to the Plans' participants.

2. The Company and Plan Administrator Defendants Failed to Monitor and Control Recordkeeping Costs

a. Overview of Prudent Practices Related to Monitoring Defined Contribution Plan Recordkeeping

210. Recordkeeping is a necessary service for any defined contribution plan. The market for recordkeeping is highly competitive, with many vendors equally capable of providing a high-level service. As a result of such competition, vendors vigorously compete for business by offering the best price.

211. On average, administrative expenses — the largest of which, by far, is recordkeeping — make up 18% of total plan fees. Investment Company Institute & Deloitte Consulting LLP, *Inside the Structure of Defined Contribution/401(k) Plan Fees, 2013*, at 17 (Aug. 2014), available at https://www.ici.org/pdf/rpt_14_dc_401k_fee_study.pdf ("ICI/Deloitte Study") (last

visited August 18, 2017). These expenses can be paid in several ways: directly by the Plan sponsor, directly by participants on a per-capita or pro rata basis, or indirectly as a build-in component of the fees charged by the plan's investments. *Id.* at 16. When the latter practice is used, recordkeeping services are paid for either by third party investment managers, through payments commonly known as "revenue sharing" payments, or through the use of proprietary investments affiliated with the recordkeeper, whereby the recordkeeper discounts the cost of its services based upon the amount of plan assets invested in proprietary products.

212. The term "recordkeeping" is a catchall term for the suite of administrative services typically provided to a defined contribution plan by the plan's "recordkeeper." Beyond simple provision of account statements to participants, it is quite common for the recordkeeper to provide a broad range of services to a defined contribution plan as part of its package of services. These services can include claims processing, trustee services, participant education, managed account services, participant loan processing, QDRO[19] processing, preparation of disclosures, self-directed brokerage accounts, investment consulting, and general consulting services. Nearly all recordkeepers in the marketplace offer this range of services, and plans have the ability to customize the package of services they receive and have the services priced accordingly. Many of these services can be provided by recordkeepers at very little cost. In fact, several of these services,

[19] Qualified Domestic Relations Order.

such as managed account services, self-directed brokerage, QDRO processing, and loan processing are often a profit center for recordkeepers.

213. Generally, the cost of providing recordkeeping services depends on the number of participants in a plan. A plan with a large number of participants can take advantage of economies of scale by negotiating a lower per-participant recordkeeping fee. Because recordkeeping expenses are driven by the number of participants in a plan, the vast majority of plans are charged on a per-participant basis (regardless of whether those services are *paid* directly by participants or indirectly through the plan's investments). While it is not *per se* imprudent to make alternative arrangements for recordkeeper compensation, such as through a revenue sharing system, it is critical that a plan's fiduciaries monitor the amount of compensation being received by the recordkeeper on a per-participant basis, to ensure the recordkeeper is not being paid more than reasonable compensation.

214. Fiduciaries have a duty to monitor and control recordkeeping costs. *Tussey v. ABB, Inc.*, 746 F.3d 327, 336 (8th Cir. 2014) ("*Tussey II*") (holding that fiduciaries of a 401(k) plan "breach[] their fiduciary duties" when they "fail[] to monitor and control recordkeeping fees" incurred by the plan); *George v. Kraft Foods Glob., Inc.*, 641 F.3d 786, 800 (7th Cir. 2011) (explaining that defined contribution plan fiduciaries have a "duty to ensure that [the recordkeeper's] fees [are] reasonable").

215. A plan must establish and execute a set of prudent processes for fiduciaries to fulfill their duty to monitor and control recordkeeping expenses. First, fiduciaries must establish processes to monitor the direct compensation being received by the plan's

recordkeeper. *See Tussey II*, 746 F.3d at 336 (affirming findings that the plan fiduciaries breached their fiduciary duties by failing "to … calculate the amount the Plan was paying … for recordkeeping"). A prudent fiduciary tracks the recordkeeper's expenses by demanding documents that summarize and contextualize the recordkeeper's compensation, such as fee transparencies, fee analyses, fee summaries, relationship pricing analyses, cost-competitiveness analyses, and multi-practice and standalone pricing reports.

216. Second, the fiduciary overseeing the recordkeeper must also identify *all* indirect forms of compensation being received by the recordkeeper, including (and especially) any discretionary or variable compensation, such as third-party revenue sharing payments, kickbacks from other service providers such as managed account or SDBA providers, and compensation resulting from the plan's use of the recordkeeper's proprietary investment products.

217. Third, the fiduciary must also maintain awareness of the general marketplace for recordkeeping services to ensure the recordkeeper's compensation is not excessive. This includes maintaining an awareness of overall trends in the marketplace for recordkeeping, including the fees being paid by similar plans. *Id.* (plan fiduciaries' breaches included their failure to "determine whether [the recordkeeper's] pricing was competitive"). This also includes researching the rates generally being charged by the plan's recordkeeper to other plans. This knowledge provides a critical leverage point in negotiations with the recordkeeper, and also acts to ensure that the plan's overall recordkeeping costs remain reasonable. If the fiduciaries of a large plan (or plans) —

such as the Plans — lack the requisite level of sophistication or experience to conduct this type of analysis, a prudent fiduciary will hire a consultant to review the compensation being paid to the plan's recordkeeper as well as the operative recordkeeping contract.

218. Fourth, if this analysis reveals that the recordkeeper's total compensation exceeds reasonable levels, or that the plan is not taking sufficient advantage of its bargaining power in the marketplace, a prudent fiduciary will demand a reduction in direct payments to the recordkeeper or negotiate a rebate of excess indirect compensation to the plan through either a revenue sharing account or direct rebates to participant accounts. *See Tussey v. ABB, Inc.*, No. 06-cv-04305, 2012 WL 1113291, at *10 (W.D. Miss. Mar. 31, 2012) ("[A fiduciary] must use its 'purchasing power' to negotiate for rebates from [a service provider], either in the form of basis points or hard-dollar amounts, if the amount of revenue sharing generated exceeded market value for [the service provider's] services.").

219. Finally, the plan's fiduciaries must periodically put the plan's recordkeeping services out to bid in the general marketplace, by conducting a Request for Proposal ("RFP") process. This should happen at least every three to five years as a matter of course, and more frequently if the plans experience an increase in recordkeeping costs or fee benchmarking reveals the recordkeeper's compensation to exceed levels found in other, similar plans. *George*, 641 F.3d 800; *Kruger v. Novant Health, Inc.*, 131 F. Supp. 3d 470, 479 (M.D.N.C. 2015).

b. The Company and Plan Administrator Defendants Failed to Monitor and Control the Plans' Recordkeeping Expenses

220. As Plan Administrator, the Company was responsible for overseeing the Plans' service providers, which included monitoring and controlling the Plans' recordkeeping expenses. Plan Document, § 12.1. The 401(k) Plan's recordkeeping agreement, attached as Exhibit 3, was executed by the Company, and grants the Company exclusive authority to execute, amend, and terminate the Trust Agreement. Trust Agreement §§ 9(a), 13.[20] The Trust Agreement grants the Company, as Plan Administrator, the authority to direct FMTC's performance of recordkeeping. *Id.* § 6(a). The Plan Administrator Defendants had authority to carry out these functions under the terms of the Trust Agreement, as evidenced by Plan Administrator Defendant Mullin signing the Trust Agreement on behalf of the Company. Trust Agreement at pp. 32, 38.

221. The Trust Agreement does not set forth the recordkeeping compensation FMTC is to receive under the Agreement. In fact on its face, the Trust Agreement makes it appear that FMTC is to receive little or no compensation for its performance of recordkeeping services. The Trust Agreement outlines the recordkeeping and administrative services to be provided, then states they are to be provided for $0.00 per participant. Trust Agreement Schedule B. The Trustee fees are similarly waived. *Id.* The Trust Agreement does provide that revenue sharing payments from third-party investment companies — which averaged between $300,000 and $360,000 per year

[20] The 403(b) Plan's trust agreement is identical in terms of its material terms.

during the Class Period — were payable to FIIOC, but then awards the Company an annual revenue credit of $300,000 to be used by the Company at its discretion to pay expenses related to the Plans. On the face of the Trust Agreement, therefore, it might appear that Fidelity received only nominal compensation as the Plans' recordkeeper.

222. These appearances were, in actuality, false. Because while the Trust Agreement does not explicitly quantify FMTC's recordkeeping compensation, Schedule C lists the Plan's core investments, four of which (out of 13) are affiliated with Fidelity, and further provides that the Plans' menu of expanded investments shall include "[a]ll Fidelity Mutual Funds which are available for investment by Code Section 401(a) retirement plans . . . ." Trust Agreement Schedule C.I, C.II at p. 49. Thus, Fidelity derives nearly all of its recordkeeping compensation from the Plans' investments in proprietary Fidelity investments. And the pricing of its recordkeeping services is based upon the explicit understanding that the Plans will continue to include proprietary Fidelity mutual funds in the Plans' investment lineup. This is made clear in the last paragraph of the Fee Schedule, which states, "[t]hese fees are based on the Plan characteristics, **asset configuration**, net cash flow, **fund selection** and number of Participants existing as of the date of this agreement. **In the event that one or more of these factors changes significantly**, fees may be subject to change after discussion and mutual agreement of the parties." Trust Agreement Schedule B at p. 44 (emphasis added).

223. Based on Plaintiffs' investigation and analysis of the market, given the number of participants in each Plan, the overall number of unique participants, the

amount of assets in the Plans, the manner in which the Plans were administered, and the specific services being provided by the Plans' recordkeeper, between 2011 to 2013 the Plans could have obtained recordkeeping services that were comparable to or superior to the services provided by Fidelity during this same time frame for between $30 and $40 per unique participant.

224. Given the increase in the size of the Plans' assets and total number of unique participants, in addition to the general trend towards lower recordkeeping expenses in the marketplace as a whole, from 2014 through 2016, given the Plans' participant count, asset total, the manner in which the Plans were administered, and given the specific services provided by the Plans' recordkeeper, the Plans could have obtained recordkeeping services that were comparable to or superior to the services provided by Fidelity during this same timeframe for approximately $35 per unique participant.

225. Had the Plans' fiduciaries conducted a review of Fidelity's general pricing of its recordkeeping services, and the contractual terms that it was offering to similar plans in the marketplace, the Company and the Plan Administrator Defendants would have discovered that in its standard recordkeeping contract with plans of similar size, Fidelity offered plans a direct offset against recordkeeping expenses for holding proprietary funds. Around 2011, these offset amounts in Fidelity's standard recordkeeping contract were: 35 basis points for actively-managed equity and target-date

mutual funds (non-K shares),[21] 20 basis points for actively-managed equity and target-date mutual funds (K shares), 20 basis points for actively-managed bond and money market mutual funds (non-K shares), 10 basis points for enhanced index funds, and 10 basis points for Fidelity actively-managed CITs and SMAs.

226. Pursuant to the terms of Fidelity's typical recordkeeping contract offered to plans similar in size to the Plans, these credits were used to offset a per-participant recordkeeping fee negotiated by the parties. If the amount of the recordkeeping offsets exceeded the plan's total recordkeeping expenses, these offsets accumulated in a revenue sharing account, and the plan could use monies in the revenue sharing account either to pay other plan expenses, or the monies could be refunded to plan participants. Given the Plans' considerable bargaining power in light of its number of participants and total assets—not to mention that Fidelity was already offering similar contractual terms to fiduciaries of similar plans—had the Plans' fiduciaries prudently leveraged their bargaining power in their negotiations with Fidelity, they could have procured recordkeeping services at a prudent per-participant fee level of between $30 to $40 per unique participant, with provisions for proprietary-fund recordkeeping offsets and accumulation of excess offsets in a revenue sharing account whose monies could be refunded to participants.

[21] As of 2011, among the approximately 184 Fidelity-affiliated mutual funds in the Plans, only 3 used the lower-cost K share class, despite the fact that dozens of the funds in the Plans offered these lower-cost K shares.

227. Had the Plans operated under such provisions in 2012, the Plans would have accumulated in excess of $1.9 million in recordkeeping offsets and third-party revenue sharing payments, equal to approximately $76.20 per unique participant (Plaintiffs estimate that the Plans had 25,000 unique participants in 2012). Pursuant to a prudent recordkeeping contract, the Plans' fiduciaries could have paid all recordkeeping expenses using the offsets and revenue sharing payments, and additionally refunded over $1 million directly to participant accounts.

228. Similar results would have been achieved in every year since 2012 under a prudent recordkeeping arrangement with Fidelity. In 2015, under similar terms, recordkeeping offsets and third-party revenue sharing payments would have been approximately $2.56 million, or $85.50 per unique participant (Plaintiffs assume there were approximately 30,000 unique participants in the Plans in 2015). Had the Plans' fiduciaries also leveraged the Plans' bargaining power to negotiate prudent recordkeeping fees, the Plans' fiduciaries could have paid all recordkeeping expenses using offsets and revenue-sharing payments, and additionally refunded in excess of $1.65 million directly to participant counts.

229. Overall, the Plans' have paid nearly $8 million in excess recordkeeping compensation to Fidelity during the Class Period as a direct result of the Company's and Plan Administrator Defendants' imprudent management of the Plans' recordkeeping function. Fidelity has served as the Plans' recordkeeper for over 20 years, since 1995. The imprudence of these Defendants can be inferred from a number of factors: (1) the use of the same recordkeeper for the past 22 years, without any indication that the Plans

ever engaged in an RFP process to look for a new recordkeeper; (2) a lack of changes to the Trust Agreement or compensation arrangement since mid-2012 despite a widespread trend towards lower recordkeeping fees and a significant increase in the Plans' assets and participant count; (3) the broad latitude granted to Fidelity in allowing them to insist upon the inclusion of all Fidelity funds in the plan lineup; (4) the Company's and Plan Administrator Defendants' failure to provide for explicit recordkeeping fee offsets within the Trust Agreement; and (5) the lack of any evidence that the Company engaged an expert or outside consultant to review the Plans' recordkeeping arrangements at any time during the Class Period.

230. The availability of lower recordkeeping expenses was not at all contingent upon negotiating a more favorable recordkeeping offset or revenue sharing arrangement with Fidelity. Despite the fact that Fidelity's revenue sharing payments to third-party recordkeepers are lower than the recordkeeping offsets Fidelity grants to its own recordkeeping clients, had the Company and Plan Administrator Defendants engaged in a prudent RFP process around 2010 and hired an outside recordkeeper at the prudent per-participant fee level cited above, *see supra*, the Plans' recordkeeping expenses would have been approximately $400,000 lower in 2012, and over $800,000 lower in 2015, saving the Plans' participants approximately $3 million in recordkeeping costs during the Class Period.

3. The Company and Plan Administrator Defendants Failed to Fully Disclose Fees Charged to Participants' Individual Accounts

231. ERISA imposes a duty on plan administrators to provide to plan participants on a "regular and periodic basis" sufficient information regarding "fees and expenses, and regarding designated investment alternatives, including fees and expenses attendant thereto," so that participants can make informed decisions regarding their individual accounts. 29 C.F.R. § 2550-404a-5(a).

232. In order to satisfy this requirement, a plan administrator must provide (among other things) (1) an "identification of any designated investment managers," (2) "an explanation of any fees and expenses that may be charged against the individual account of a participant or beneficiary … not reflected in the total annual operation expenses of any designated investment alternatives," and (3) "at least quarterly, a statement" reflecting the dollar amount and nature of those expenses "actually charged," along with a "description of the services to which the charges relate." 29 C.F.R. § 2550-404a-5(b)-(d).

233. The Plan Administrator Defendants failed to properly disclose the fees charged to participants in the Plans in their quarterly statements, as can be seen in the quarterly statement of Plaintiff Larson for the period October 1, 2014 to December 31, 2014. *See* Exhibit 4. As shown on pages 5 through 25, Larson was charged an "Investment Adv. Fee" on a monthly basis for each investment in both of the Plans. This term is not defined anywhere in the statement, but may be the monthly fee charged by ProManage, which itself is not identified on the statement. There is no explanation of the

fee, or information on how the fee may be avoided by calling Fidelity and asking to be removed from the automatic enrollment in ProManage's PROgram.

234. Similarly, each investment in both Plans is charged something simply identified as "Fees" on a quarterly basis. There is no explanation of this term in the document's glossary, nor is there clear identification as to which entity is receiving the "Fees," or even what is the basis for these charges. Without knowing the basis of the fees or who is receiving them, participants in the Plans cannot make informed decisions regarding these charges or assess their reasonableness. This is also problematic because the Trust Agreement provides that participants in the 401(k) Plan are not to be charged an annual fee, and there is no way to tell whether these fees are prohibited annual fees. *See* Trust Agreement at Schedule B.

235. These ambiguous disclosures are a clear violation of the ERISA disclosure requirements imposed on all Plan administrators.

236. Upon information and belief, these quarterly statements are sent by FMTC under the trade name "Fidelity Investments" on behalf of Allina to participants in both Plans. As can been seen by Exhibit 4, if a participant was enrolled in both Plans, a single statement was sent to the participant with information for both Plans.

VIII. CLAIMS FOR RELIEF UNDER ERISA

237. At all relevant times, Defendants are/were and acted as fiduciaries within the meaning of ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A).

238. ERISA § 502(a)(2), 29 U.S.C. § 1132(a)(2), provides, in pertinent part, that a civil action may be brought by a participant for relief under ERISA § 409, 29 U.S.C. § 1109.

239. ERISA § 409(a), 29 U.S.C. §1109(a), "Liability for Breach of Fiduciary Duty," provides, in pertinent part, that any person who is a fiduciary with respect to a plan who breaches any of the responsibilities, obligations, or duties impose upon fiduciaries by this title shall be personally liable to make good to such plan any losses to the plan resulting from each such breach, and to restore to such plan any profits of such fiduciary which have been made through use of assets of the plan by the fiduciary, and shall be subject to such other equitable or remedial relief as the court may deem appropriate, including removal of such fiduciary.

240. ERISA § 404(a)(1)(A) and (B), 29 U.S.C. § 1104(a)(1)(A) and (B), provides, in pertinent part, that a fiduciary shall discharge his duties with respect to plan solely in the interest of the participants and their beneficiaries, for the exclusive purpose of providing benefits to participants and their beneficiaries, and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and family with such matters would use in the conduct of an enterprise of a like character and with like aims.

241. These fiduciary duties under ERISA § 404(a)(1)(A) and (B) are referred to as the duties of loyalty and prudence, and are the "highest known to the law." *Braden*, 588 F.3d at 598 (quoting *Donovan v. Bierwirth*, 680 F. 2d 263, 272 n.8 (2d Cir. 1982)). They entail, among other things:

(a) The duty to conduct an independent and thorough investigation into, and continually to monitor the merits of all the designated investment alternatives in a plan;

(b) A duty to avoid conflicts of interest and to resolve them promptly when they occur. A fiduciary must always administer a plan with an "eye single" to the interests of the participants and beneficiaries, regardless of the interests of the fiduciaries themselves or the plan sponsor; and

(c) A duty to disclose and inform, which encompasses: (1) a negative duty not to misinform; (2) an affirmative duty to inform then the fiduciary knows or should know that silence might be harmful; and (3) a duty to convey complete and accurate information material to the circumstances of participants and beneficiaries.

242. ERISA § 405(a), 29 U.S.C. § 1105(a), "Liability for breach by co-fiduciary," provides, in pertinent part, that:

> [I]n addition to any liability which he may have under any other provision of this part, a fiduciary with respect to a plan shall be liable for a breach of fiduciary responsibility of another fiduciary with respect to the same plan in the following circumstances: (A) if he participants knowingly in, or knowingly undertakes to conceal, an act or omission of such other fiduciary, knowing such an act or omission is a breach; (B) if, by his failure to comply with section 404(a)(1), 29 U.S.C. §1104(a)(1), in the administration of his specific responsibilities which give rise to his status as a fiduciary, he has enabled such other fiduciary to commit a breach; or (C) if he has knowledge of a breach by such other fiduciary, unless

> he makes reasonable efforts under the circumstances to remedy the breach.

243. Plaintiffs bring this action under the authority of ERISA § 502(a) for Plan-wide relief under ERISA § 409(a) for both Plans to recover losses sustained by the Plans arising out of the breaches of fiduciary duties by Defendants for violations under ERISA § 404(a)(1) and ERISA § 405(a), and to obtain other appropriate relief.

FIRST CLAIM FOR RELIEF
Failure to Prudently and Loyally Manage the Plans' Assets
(Breaches of Fiduciary Duties in Violation of ERISA § 404 and § 405 by All Defendants)

244. Plaintiffs re-allege and incorporate herein by reference all prior allegations in this Complaint as if fully set forth herein.

245. At all relevant times, as alleged above, all Defendants, either acting on behalf of the Company or in their individual capacities, are/were fiduciaries within the meaning of ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A), in that they exercised discretionary authority or control over the administration and/or management of the Plan or disposition of the Plans' assets.

246. Under ERISA, fiduciaries who exercise discretionary authority or control over management of a plan or disposition of a plan's assets are responsible for ensuring that investment options made available to participants under a plan are prudent and in the best interest of plan participants. Defendants are liable for losses and excessive fees incurred as a result of investment options being imprudent, or as a result of Defendants' process for selecting and monitoring investments being imprudent or disloyal.

247. A fiduciary's duty of loyalty and prudence requires it to disregard plan documents or directives that it knows or reasonably should know would lead to an imprudent result or would otherwise harm plan participants or beneficiaries. ERISA § 404(a)(1)(D), 29 U.S.C. § 1104(a)(1)(D). Thus, a fiduciary may not blindly follow plan documents or directives that would lead to an imprudent result or that would harm plan participants or beneficiaries, nor may it allow others, including those whom they direct or who are directed by the plan, including plan trustees, to do so.

248. Moreover, ERISA § 404 (a)(1)(A), 29 U.S.C. § 1104(a)(1)(A), imposes on plan fiduciaries a duty of loyalty, that is, a duty to discharge their duties with respect to a plan solely in the interest of the participants and beneficiaries and for the exclusive purpose of providing benefits to participants and beneficiaries.

249. Defendants breached their duties to prudently and loyally manage the Plans' assets. During the Class Period, these Defendants abdicated their fiduciary obligations, allowing Fidelity to lard the Plans with investments that benefitted Fidelity and its corporate partners at the expense of Plan participants.

250. Defendants knew or should have known that, as described herein, the mutual fund investment portfolios of both Plans were flooded with Fidelity-affiliated investment options or options that returned a benefit to Fidelity-affiliated companies, rather than reasonable, prudent investments appropriate for inclusion in an ERISA retirement plan. Additionally, Defendants diluted the significant bargaining power they had in letting the assets of the Plans be split among over 300 mutual fund options, rather than selecting fewer, higher quality investments they could systematically monitor. Their

imprudent selection of so many mutual fund options, including 11 money market funds, led to participants in the Plans paying far more for similar investment options than was reasonable or prudent. During the Class Period, despite their knowledge of the imprudence of the above investments, Defendants failed to take any meaningful steps to protect Plan participants from the inevitable excessive costs and the loss of earnings that fell on participants of the Plans.

251. Defendants additionally breached their duties to prudently and loyally manage the Plans' assets by failing to have in place a method of systematic review both of the Plans' individual investment options, the selection and retention of PROManage as the participants' automatic investment advisor, and of the portfolio as a whole in order to ensure that the investment options were suitable and appropriate for the objectives of the Plans. If Defendants had had in place a prudent method of systematic review, the underperforming and excessively high fee mutual funds would have been replaced or the fees would have been negotiated lower or would have been reduced or eliminated. Such a review process would have revealed that the Plans maintained significant assets, and that Defendants could have leveraged those assets to negotiate lower fees.

252. Defendants further breached their duties of loyalty and prudence by failing to divest the Plans of the Fidelity proprietary funds when they knew or should have known that they were not suitable and appropriate Plan investments.

253. Additionally, Defendants allowed the Plans to pay excessive recordkeeping fees by failing to adequately monitor the Plans' sole service providers and revenue sharing agreements to ensure that total recordkeeping fees were reasonable.

254. Defendants also breached their co-fiduciary obligations by, among their other failures: knowingly participating in, or knowingly undertaking to conceal, the self-interest of Fidelity in retaining excessively expensive and poorly performing proprietary fund investment options. Defendants had or should have had knowledge of such breaches by other Plan fiduciaries, yet made no effort to remedy them.

255. Lastly, Defendants also breached their duties to prudently and loyally manage the Plans' assets by including and maintaining multiple money market funds. By including the money market funds, Defendants allowed Plan participants to lose a significant amount of money due to high fees and the inflation adjusted negative growth rate of the money market funds.

256. As a direct and proximate result of the breaches of fiduciary duties alleged herein, the Plans, and indirectly Plaintiffs and the Plans' other participants and beneficiaries, suffered significant losses.

257. Pursuant to ERISA § 502(a), 29 U.S.C. § 1132(a) and ERISA § 409, 29 U.S.C. § 1109(a), Defendants are liable to restore the losses to the Plans caused by their breaches of fiduciary duties alleged in this Count.

SECOND CLAIM FOR RELIEF
Failure to Adequately Monitor Other Fiduciaries (Breaches of Fiduciary Duties in Violation of ERISA § 404 by the Company, Director, CAO, and HR Defendants)

258. Plaintiffs re-allege and incorporate herein by reference all prior allegations in this Complaint as if fully set forth herein.

259. At all relevant times, as alleged above, the Company, Director, CAO, and HR Defendants (the "Monitoring Fiduciaries") are/were fiduciaries to the Plan, within the meaning of ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A).

260. At all relevant times, as alleged above, the scope of the fiduciary responsibility of these Monitoring Fiduciaries included the responsibility to appoint, evaluate, and monitor other fiduciaries, including without limitation, the members of the various committees and others to whom fiduciary responsibilities were delegated.

261. Under ERISA, a monitoring fiduciary must ensure that the monitored fiduciaries are adequately performing their fiduciary obligations, including those with respect to the investment of a plan's assets, and must take prompt and effective action to protect a plan and its participants when they are not. In addition, a monitoring fiduciary must provide the monitored fiduciaries with complete and accurate information in their possession that they know and reasonably should know that the monitored fiduciaries must have in order to prudently manage a plan and a plan's assets.

262. The Monitoring Fiduciaries breached their fiduciary monitoring duties by, among other things, (a) failing to monitor and evaluate the performance of the Plans' fiduciaries or have a system in place for doing so, standing idly by as the Plans suffered losses as a result of other Defendants' imprudent actions and inactions, (b) failing to monitor the processes and policies by which the Plans' investments were selected, evaluated, and periodically reviewed, allowing the Plans' assets to remain the imprudent investment options, (c) failing to remove the fiduciaries who had maintained the imprudent funds as investment options despite the excessive expense, and/or the poor

performance of the funds, (d) including ProManage's services on an opt-out rather than opt-in basis, and (e) failing to ensure ProManage charged reasonable fees for the services actually provided to participants in the Plans.

263. Defendants are liable as co-fiduciaries because they knowingly participated in each other's fiduciary breaches as well as those of the monitored fiduciaries, enabled the breaches by these Defendants, and failed to make any effort to remedy these breaches, despite having knowledge of them.

264. As a direct and proximate result of the breaches of fiduciary duties alleged herein, the Plans, and indirectly the Plaintiffs and the Plans' other participants and beneficiaries, suffered significant losses.

265. Pursuant to ERISA § 502(a), 29 U.S.C. § 1132(a) and ERISA § 409, 29 U.S.C. § 1109(a), the Monitoring Fiduciaries are liable to restore the losses to the Plans caused by their breaches of fiduciary duties alleged in this Count.

THIRD CLAIM FOR RELIEF
Failure to Provide Disclosures to Participants Regarding Fees Charged (Violation of ERISA § 404(a)(1)(A) and (B) and 29 C.F.R. § 2550.404a-5 by the Company and Plan Administrator Defendants)

266. Plaintiffs re-allege and incorporate herein by reference all prior allegations in this Complaint as if fully set forth herein.

267. At all relevant times, as alleged above, the Company and Plan Administrator Defendants are/were fiduciaries to the Plan, within the meaning of ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A).

268. At all relevant times, as alleged above, the scope of the fiduciary responsibility of these Defendants included the responsibility to ensure that Plan participants "are made aware of their rights and responsibilities with respect to the investment of assets held in, or contributed to, their accounts and are provided sufficient information regarding the plan, including fees and expenses, and regarding designated investment alternatives, including fees and expenses thereto, to make informed decisions with regard to the management of their individual accounts." 29 C.F.R. § 2550-404a-5(a).

269. The Company and Plan Administrator Defendants failed to adequately disclose to participants and beneficiaries in the Plans all information regarding the investment options in the Plans, by among other things, (a) failing to disclose the exact nature of the fees and expenses charged to individual accounts in the Plans on both a monthly and quarterly basis, (b) failing to disclose how some of these fees and expenses might be avoided in the future, and (c) failing to disclose the arrangements between FMTC, FIIOC, and ProManage which led to ProManage's inclusion in the Plans as a service provider on an automatic basis, and (d) failing to adequately disclose who would receive these fees.

270. As a direct and proximate result of the breaches of fiduciary duties alleged herein, the Plans, and indirectly the Plaintiffs and the Plans' other participants and beneficiaries, have paid excessive and unnecessary fees and suffered significant losses.

271. Pursuant to ERISA § 502(a), 29 U.S.C. § 1132(a) and ERISA § 409, 29 U.S.C. § 1109(a), Defendants in this Count are liable to restore the losses to the Plans caused by their breaches of fiduciary duties alleged in this Count.

JURY DEMAND

272. Plaintiffs demand a jury.

PRAYER FOR RELIEF

273. WHEREFORE, Plaintiffs pray that judgment be entered against Defendants on all claims and requests that the Court awards the following relief:

A. Certification of this action as a class action;

B. Appointment of Plaintiffs as class representatives for the class, and Plaintiffs' counsel as class counsel;

C. A Declaration that the Defendants, and each of them, have breached their fiduciary duties to the participants;

D. An Order compelling the Defendants to make good to the Plans all losses to the Plans resulting from Defendants' breaches of their fiduciary duties, including losses to the Plans resulting from imprudent investment of the Plans' assets;

E. An Order compelling Defendants to render an accounting;

F. Imposing a surcharge against Defendants, in favor of the Plans, for all amounts involved in transactions that such accounting reveals were or are improper, excessive and/or in violation of ERISA;

G. An Order awarding costs pursuant to 29 U.S.C. § 1132(g);

H. An Order awarding attorneys' fees pursuant to 29 U.S.C. § 1132(g) and the common fund doctrine; and

I. An Order for equitable restitution and other appropriate equitable monetary relief against the Defendants.

Dated: August 18, 2017

Respectfully submitted,

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APPENDIX A

Aberdeen U.S. Multi-Cap Equity Fund
AB Discovery Value Fund
American Beacon Balanced Fund
AllianzGI NFJ Small-Cap Value Fund
American Beacon International Equity Fund
American Beacon Large Cap Value Fund
American Beacon Small Cap Value Fund
American Century Large Company Value Fund
American Century Small Company Fund
American Century Ultra Fund
American Century Vista Fund[22]
American Century Heritage Fund
AMG Managers Special Equity Fund
AMG Managers Cadence Capital Appreciation Fund
AMG Managers Cadence Mid Cap Fund
AMG Managers Loomis Sayles Bond Fund
AMG Times Square Mid Cap Growth Fund
Ariel Appreciation Fund
Ariel Fund
Artisan International Fund
Artisan Mid Cap Fund
Artisan Mid Cap Value Fund
Artisan Small Cap Fund
Baron Asset Fund
Baron Growth Fund
Baron Small Cap Fund
BlackRock Total Return Fund[23]
Calvert Balanced Portfolio
Calvert Bond Portfolio
Calvert Capital Accumulation Fund
Calvert Equity Portfolio
Calvert Small Cap Fund
ClearBridge Value Trust
ClearBridge Aggressive Growth Fund
ClearBridge Large Cap Growth

[22] This Fund was available until 2013, when it was discontinued by the Fund Manager for poor performance and its assets rolled into the American Century Heritage Fund, which was immediately made available to participants in the Plans as an investment option.
[23] This Fund became available for investment in the Plans in 2014.

Columbia Acorn Select Fund
Columbia Income Opportunities
CRM Mid Cap Value Fund
DFA International Small Company Portfolio
DFA U.S. Targeted Value Portfolio
Deutsche Glocal Small Cap Fund
Deutsche CROCI International Fund
Deutsche CROCI Equity Dividend Fund
Domini Impact Equity Fund
Parametric Emerging Markets Fund[24]
Fidelity 130/30 Large Cap Fund[25]
Fidelity Asset Manager 20%
Fidelity Asset Manager 30%
Fidelity Asset Manager 40%
Fidelity Asset Manager 50%
Fidelity Asset Manager 60%
Fidelity Asset Manager 70%
Fidelity Asset Manager 85%
Fidelity Balanced Fund
Fidelity Blue Chip Growth Fund
Fidelity Blue Chip Value Fund
Fidelity Canada Fund
Fidelity Capital & Income Fund
Fidelity Capital Appreciation
Fidelity Government Cash Reserves
Fidelity China Region Fund
Fidelity Conservative Income Bond Fund
Fidelity Contrafund - Class K
Fidelity Convertible Securities Fund
Fidelity Corporate Bond Fund
Fidelity Disciplined Equity Fund
Fidelity Diversified International Fund – Class K shares[26]
Fidelity Dividend Growth Fund
Fidelity Emerging Europe, Middle East, Africa (EMEA) Fund
Fidelity Emerging Asia Fund
Fidelity Emerging Markets Discovery Fund

[24] The Plans apparently changed which share of this Fund would be available in the Plan in 2014, moving from the Institutional Class share to the R6 share.
[25] This option was only available in the 403(b) Plan until 2013, when it was removed from the marketplace for poor performance and its assets liquidated into another Fidelity-managed mutual fund option.
[26] Two separate share classes of this Fund were available in both Plans in 2011. In 2012 and later, only Class K shares were available in the Plans.

Fidelity Emerging Markets Fund
Fidelity Equity Dividend Income Fund
Fidelity Equity Income Fund
Fidelity Europe Fund
Fidelity Europe Capital Appreciation Fund[27]
Fidelity Export and Multinational Fund
Fidelity Floating Rate High Income Fund
Fidelity Fifty Fund[28]
Fidelity Fund
Fidelity Focused High Income Fund
Fidelity Focused Stock Fund
Fidelity Four in One Index Fund
Fidelity Freedom 2000 Fund[29]
Fidelity Freedom 2005 Fund
Fidelity Freedom 2010 Fund
Fidelity Freedom 2015 Fund
Fidelity Freedom 2020 Fund
Fidelity Freedom 2025 Fund
Fidelity Freedom 2030 Fund
Fidelity Freedom 2035 Fund
Fidelity Freedom 2040 Fund
Fidelity Freedom 2045 Fund
Fidelity Freedom 2050 Fund
Fidelity Freedom 2055 Fund[30]
Fidelity Freedom 2060 Fund[31]
Fidelity Freedom Income Fund
Fidelity Global Commodity Stock Fund
Fidelity Global Balanced Fund
Fidelity Global High Income Fund
Fidelity Global Bond Fund[32]
Fidelity Global Strategies Fund
Fidelity Global Equity Income Fund[33]

[27] This Fund was closed by its manager and its assets were transferred into the Fidelity Europe Fund in March 2014. Both Funds were run by the same managers, both invested in Large Cap European Stock and had nearly identical top-10 holdings, sector allocations and performance. See *Adivser Fund Update*, February 28, 2014, available at https://www.adviserinvestments.com/pdf/contentmgmt/022814.pdf.
[28] This Fund was closed by its manager and its assets were transferred to Fidelity Focused Stock Fund in July 2015 due to huge outflows of the Fund's assets under management and the Fund's similarity to other offerings in Fidelity's lineup.
[29] This Fund was closed by its manager and its assets were transferred to the Fidelity Freedom Income Fund in 2014.
[30] This Fund first became available for investment for both Plans in 2012.
[31] This Fund first became available for investment for both Plans in 2015.
[32] This Fund first became available for investment for the 401(k) Plan in 2012 and for the 403(b) Plan in 2013.
[33] This Fund first became available for investment for both Plans in 2013.

Fidelity GNMA Fund
Fidelity Government Income Fund
Fidelity Government Money Market Fund
Fidelity Government Money Market Fund Premium[34]
Fidelity Growth and Income Portfolio
Fidelity Growth Company Fund - K Shares
Fidelity Growth Discovery Fund
Fidelity Growth Strategies Fund
Fidelity High Income Fund
Fidelity Independence Fund
Fidelity Inflation-Protected Bond Fund
Fidelity Intermediate Bond Fund
Fidelity Intermediate Government Income Fund
Fidelity International Bond Fund
Fidelity International Capital Appreciation Fund
Fidelity International Discovery Fund
Fidelity International Enhanced Index Fund
Fidelity International Growth Fund
Fidelity International Real Estate Fund
Fidelity International Small Cap Fund
Fidelity International Small Cap Opportunities Fund
Fidelity International Value Fund
Fidelity Investment Grade Bond Fund
Fidelity Japan Fund
Fidelity Japan Smaller Companies Fund
Fidelity Large Cap Core Enhanced Index Fund
Fidelity Large Cap Growth Fund[35]
Fidelity Large Cap Growth Enhanced Index Fund
Fidelity Large Cap Stock Fund
Fidelity Large Cap Value Enhanced Index Fund
Fidelity Latin America Fund
Fidelity Leveraged Company Stock
Fidelity Low Priced Stock Fund
Fidelity Magellan Fund
Fidelity Mega Cap Stock Fund
Fidelity Mid Cap Enhanced Index Fund
Fidelity Mid Cap Growth Fund[36]

[34] This Fund first became available for investment for both Plans in 2015.
[35] This Fund was closed by its manager and its assets were transferred into the Fidelity Stock Selector All Cap Fund in June 2013.
[36] This Fund was closed by its manager and its assets were transferred into the Fidelity Stock Selector Mid Cap Fund in January 2013.

Fidelity Mid-Cap Stock Fund
Fidelity Mid Cap Value Fund
Fidelity Money Market Fund
Fidelity Mortgage Securities Fund
Fidelity Money Market Fund - Premium Class[37]
Fidelity NASDAQ Composite Index Fund
Fidelity New Markets Income Fund
Fidelity New Millennium Fund
Fidelity Nordic Fund
Fidelity OTC Portfolio
Fidelity Overseas Fund
Fidelity Pacific Basin Fund
Fidelity Puritan Fund
Fidelity Real Estate Income Fund
Fidelity Real Estate Investment Portfolio
Fidelity Government Money Market
Fidelity Retirement Money Market Portfolio / Retirement Money Market II Portfolio[38]
Fidelity Select Air Transportation Portfolio
Fidelity Select Communications Equipment
Fidelity Select Consumer Finance Portfolio
Fidelity Select Industrials Portfolio
Fidelity Select Medical Equipment and Systems Portfolio
Fidelity Select Health Care Services Portfolio
Fidelity Select Multimedia Portfolio
Fidelity Select Natural Gas Portfolio
Fidelity Select Telecommunications Portfolio
Fidelity Select Automotive Portfolio
Fidelity Select Banking Portfolio
Fidelity Select Biotechnology Portfolio
Fidelity Select Brokerage and Investment Management Portfolio
Fidelity Select Chemicals Portfolio
Fidelity Select Computers Portfolio
Fidelity Select Construction & Housing Portfolio
Fidelity Select Consumer Discretionary Portfolio
Fidelity Select Consumer Staples Portfolio
Fidelity Select Defense and Aerospace Portfolio
Fidelity Select Semiconductors
Fidelity Select Energy Portfolio
Fidelity Select Energy Services

[37] This Fund was added to the Plans in 2015.
[38] The name of this Fund was changed in 2015.

Fidelity Select Environment and Alternative Energy Portfolio
Fidelity Select Financial Services Portfolio
Fidelity Select Gold Portfolio
Fidelity Select Health Care
Fidelity Select Industrials Equipment Portfolio
Fidelity Select Insurance Portfolio
Fidelity Select IT Services Portfolio
Fidelity Select Leisure
Fidelity Select Materials
Fidelity Select Money Market
Fidelity Select Natural Resources
Fidelity Select Pharmaceuticals Portfolio
Fidelity Select Retailing
Fidelity Select Software and IT Services Portfolio
Fidelity Select Technology
Fidelity Select Transportation
Fidelity Select Utilities Portfolio
Fidelity Select Wireless
Fidelity Short-Term Bond
Fidelity Small Cap Enhanced Index
Fidelity Small Cap Discovery
Fidelity Small Cap Growth
Fidelity Small Cap Stock
Fidelity Small Cap Value
Fidelity Stock Selector All Cap
Fidelity Stock Selector Large Cap Value
Fidelity Stock Selector Small Cap
Fidelity Stock Selector Mid Cap[39]
Fidelity Strategic Real Return
Fidelity Strategic Dividend & Income
Fidelity Strategic Income
Fidelity Telecom and Utilities
Fidelity Total Bond
Fidelity Total Emerging Markets Fund[40]
Fidelity Total International Equity
Fidelity Trend Fund
Fidelity Ultrashort Bond Fund[41]
Fidelity U.S. Government Reserves

[39] This Fund was added as an option to the 401(k) Plan in 2013 and to the 403(b) Plan in 2012.
[40] This Fund was added as an option for both Plans in 2012.
[41] This Fund was closed by its manager in 2014, due to large outflows of assets, and its assets liquidated.

Fidelity Treasury Money Market Fund[42]
Fidelity US Treasury Only Money Market Fund[43]
Fidelity Value Fund
Fidelity Value Discovery Fund
Fidelity Value Strategy Fund
Fidelity World Wide Fund
Franklin Mutual Global Discovery Fund
Franklin Mutual Shares Fund
Franklin Small-Mid Cap Growth Fund
Hartford Growth Fund[44]
Hartford Growth Opportunities Fund[45]
Hartford International Growth Fund
Hartford Small Cap Growth Fund
Invesco American Franchise Fund
Invesco Diversified Dividend Fund
Invesco Global Small & Mid Cap Growth Fund
Invesco Mid Cap Core Equity Fund
Invesco Comstock Fund
Invesco Constellation Fund[46]
Invesco Growth and Income Fund
Invesco Value Opportunities Fund
Invesco Equity and Income Fund
John Hancock Small Company Fund
Loomis Sayles Growth Fund
Loomis Sayles Small Cap Value Fund
Lord Abbett Affiliated Fund
Lord Abbett Mid Cap Stock Fund
Lord Abbett Small Cap Blend Fund[47]
Lord Abbett Value Opportunities Fund[48]
Morgan Stanley Institutional Growth Fund
Morgan Stanley Institutional Emerging Markets Leaders Fund
Morgan Stanley Institutional Core Plus Fixed Income Fund[49]

[42] This Fund was only available as an investment option in the Plans until 2013.
[43] This Fund became available as an investment option in the Plan in 2013.
[44] This Fund was closed by its manager in 2014 and its assets merged into Hartford Growth Opportunities Fund
[45] This Fund was added to both Plans as an option as soon as the Hartford Growth Fund merged into it in 2014.
[46] This Fund was closed by its manager in September 2013 and its assets merged with the Invesco American Franchise Fund.
[47] This Fund was closed by its manager in July 2013 and its assets merged with the Lord Abbett Value Opportunities Fund.
[48] This Fund became available in the Plans during Lord Abbett Small Cap Blend Fund merger in July 2013.
[49] This Fund was only available as an investment option in the 403(b) Plan until 2015, when it became available in both Plans.

Morgan Stanley Institutional Global Franchise Fund
Morgan Stanley Institutional International Equity Fund
Morgan Stanley Institutional Mid Cap Growth Fund
Morgan Stanley Institutional Small Company Growth Fund
Neuberger Berman Mid Cap Intrinsic Value Fund
Neuberger Berman Core Bond Fund
Neuberger Berman Focus Fund
Neuberger Berman Guardian Fund
Neuberger Berman High Income Bond Fund
Neuberger Berman International Equity Fund[50]
Neuberger Berman International Fund[51]
Neuberger Berman Large Cap Value Fund
Neuberger Berman Socially Responsible Fund
Oakmark Equity And Income Fund
Oakmark Fund
PIMCO Global Bond (Unhedged) Fund
PIMCO High Yield Fund
PIMCO Long-Term US Government Fund
PIMCO Low Duration Fund
PIMCO Real Return Fund – Admin Class
PIMCO Real Return Fund – Institutional Class
PIMCO Total Return Fund[52]
Rainier Small/Mid Cap Equity Fund
Royce Low Priced Stock Fund
Royce Opportunity Fund
Royce Total Return Fund
Royce Smaller Companies Growth Fund
Victory RS Partners Fund
Victory RS Small Cap Growth Fund
Victory RS Value Fund
Strategic Advisers International Multi-Manager Fund[53]
Strategic Advisers Core Multi-Manager Fund[54]
Strategic Advisers Emerging Markets Fund of Funds[55]

[50] This Fund became available for investment in the Plans in January 2013.
[51] This was closed by its manager in January 2013 and its assets merged with the Neuberger Berman International Equity Fund.
[52] This Fund was available in both Plans until 2014, when it was removed by the Plan Administrators and/or FMTC and replaced with the BlackRock Total Return Fund.
[53] This Fund was only available for investment in the 401(k) Plan, beginning in 2012.
[54] This Fund became available for investment in both Plans in 2014.
[55] This Fund was available for investment in the 401(k) Plan beginning in 2014, but was available in the 403(b) Plan in 2012.

Strategic Advisers Growth Multi-Manager Fund[56]
Strategic Advisers Income Opportunities Fund of Funds[57]
Strategic Advisers Small-Mid Cap Multi-Manager Fund[58]
Strategic Advisers Value Multi-Manager Fund[59]
Spartan/Fidelity 500 Index[60]
Spartan/Fidelity Emerging Markets Index
Spartan/Fidelity Extended Market Index
Spartan/Fidelity Global ex US Index[61]
Spartan/Fidelity Intermediate Treasury Bond Index
Spartan/Fidelity International Index Fund
Spartan/Fidelity Long-Term Treasury Bond Index
Spartan/Fidelity Short-Term Treasury Bond Index
Spartan/Fidelity Total Market Index
Spartan/Fidelity Real Estate Index
Spartan/Fidelity Mid Cap Index[62]
Spartan/Fidelity Small Cap Index
Spartan/Fidelity US Bond Index
Spartan/Fidelity Inflation-Protected Bond Index[63]
TCW Select Equities Fund
Templeton Developing Markets Fund
Templeton Foreign Fund
Templeton Foreign Smaller Companies Fund
Templeton Global Bond Fund
Templeton Growth Fund
Templeton World Fund
Templeton Global Smaller Companies Fund[64]
Touchstone Sands Capital Select Growth Fund
Vanguard Wellington Fund
Virtus Mid-Cap Value or Contrarian Value Fund
Virtus Small-Cap Core Fund
Wells Fargo Small Company Value Fund

[56] This Fund was only available for investment in the 401(k), beginning in 2013.
[57] This Fund became available for investment in both Plans in 2014.
[58] This Fund was only available for investment in the 401(k) in 2013 and part of 2014.
[59] This Fund was only available for investment in the 401(k), beginning in 2013.
[60] This Fund was only available for investment in the Plans until 2012.
[61] This Fund was only available for investment in the 401(k) Plan in 2011, but became available in the 403(b) Plan the following year.
[62] This Fund was only available for investment in the 401(k) Plan in 2011, but became available in the 403(b) Plan the following year.
[63] This Fund was available for investment in both Plans beginning in 2012.
[64] This Fund was available for investment in both Plans beginning in 2012.

Wells Fargo C&B Mid Cap Value Fund[65]
Wells Fargo Small Cap Value Fund
Wells Fargo Special Mid Cap Value Fund
Western Asset Core Bond Fund
Western Asset Core Plus Bond Fund

[65] This Fund, the Wells Fargo Small Cap Value Fund, and the Wells Fargo Special Mid Cap Value Fund were available for investment for each year of the Class Period, but in a different share class beginning in 2015.

EXHIBIT 1

Allina Health

Allina Retirement Savings Plan

Summary Plan Description

January 1, 2015

BE FIT
Health, Savings & Balance

About the Plan

Allina Health System, doing business as "Allina Health", (sometimes referred to in this summary simply as "Allina"), sponsors the Allina Retirement Savings Plans for its eligible employees and employees of certain affiliates (the "Participating Employers"). There are two separate Retirement Savings Plans: the "401(k) Plan" and the "403(b) Plan," but the 403(b) Plan was frozen on October 15, 2010. Although certain groups of Allina employees of 501(c)(3) tax-exempt organizations affiliated with Allina have 403(b) Plan account balances, no employee can become a participant in the 403(b) Plan after October 15, 2010 and no further contributions were made to the 403(b) Plan after 2010. As of October 15, 2010, Allina employees may be eligible to participate in the 401(k) Plan. With that exception, both Retirement Savings Plans generally operate in the same way. Therefore, references in this booklet to the term "Plan" refer to either plan, unless the terms "403(b) Plan" or the "401(k) Plan" are used.

Overview

The Plan is designed to give employees an opportunity to save for retirement on a "before-tax" basis. You do not pay income taxes on the contributions when you make them. You also are not taxed on the earnings on your savings as they accumulate. All income taxes are postponed until you withdraw money from the Plan. Thus, most people will be able to accumulate much more retirement income through the Plan than they could through a personal savings program.

You decide how much you want to save for yourself under the Plan. The money you put into the Plan is always "100% vested." This means that you will never forfeit your contributions no matter how long or short a time you work for us.

The Participating Employers also make Matching Contributions to the Plan for eligible employees. You are also always 100% vested in your Matching Contributions.

The Participating Employers also make Annual Allina Contributions to the Plan for eligible employees. You will be 100% vested in these contributions after you have completed two Years of Vesting Service. This means you will forfeit your Annual Allina Contributions if you terminate employment before you have two Years of Vesting Service.

See the applicable Appendix to determine if you are eligible for Matching Contributions or Annual Allina Contributions.

About this Booklet

This booklet is a summary of the Allina Retirement Savings Plan. It is the Summary Plan Description intended to comply with the requirements of the Employee Retirement Security Act of 1974, as amended ("ERISA"). This booklet provides an explanation of the Plan general rules that are common to all eligible employees, including specific information about how to file a claim for benefits and important rights you have as a participant in the Plans.

It describes the Plan as in effect on January 1, 2015. Certain provisions in the Plan were different in prior years, and the Plan may change in the future.

It's only a summary

This booklet includes the information that is necessary for a basic understanding of how the Plan works. However, it is important to remember that this booklet is only intended to be a summary, and that it provides only generalized information. This booklet does not describe every provision of the Plans. The Plans have been established under detailed legal documents, entitled "Allina 403(b) Retirement Savings Plan" and "Allina 401(k) Retirement Savings Plan", which control the rights of participants. If this summary is inconsistent with those documents in any way, the Plan documents will govern. Copies of the Plan documents are available for you to review.

Read the entire booklet

It is important that you read the entire booklet. Reading only portions can be confusing and misleading, although some portions may not be applicable depending on which appendix applies to you.

If you have questions regarding this booklet, you may contact:

Allina Health
HR Service Center
Mail Route 10700
P.O. Box 1469
Minneapolis, MN 55440-1469
Telephone: 612-262-4688
Toll free: 1-877-992-8099
TTY: 1-800-855-2880, request 877-992-8099
Fax Number: 612-262-4699

You may also request an additional copy of this booklet, or copies of the plan documents, by sending a written request to the above address.

Legal requirements

The Plan has been designed to comply with current federal laws and regulations covering qualified retirement plans. Congress or the IRS may change the rules in the future. The Plan of course must comply with any changes that may occur.

About this Booklet (cont.)

Topics covered

The following topics are covered in this booklet:

Eligibility

Entering the 401(k) Plan

Salary Reduction Component

You are eligible to make pre-tax contributions to the Allina Retirement Savings Plan from your pay as of your date of hire.

Matching Contribution Component

You are eligible to become a Participant in the Matching Contribution component of the Plan if *both* of the following requirements are met:

(1) You are an Eligible Employee described in one of the Appendices providing for participation in the Matching Contribution component.

(2) You are employed in a job classification in which you are regularly scheduled to work 1,000 or more Hours of Service in a calendar year or you have completed a Year of Eligibility Service.

Annual Allina Contribution Component

You are eligible to become a Participant in the Annual Allina Contribution component of the Plan if *all* of the following requirements are met:

(1) You are an Eligible Employee described in one of the Appendices providing for participation in the Annual Allina Contribution component.

(2) You have completed a Year of Eligibility Service.

(3) You are at least age 21.

"Eligible Employee"

Generally, all employees of the Participating Employers (see page 26) are Eligible Employees under the 401(k) plan, except as otherwise excluded under the following rules:

- Participation by anyone covered by collective bargaining is subject to negotiations. Such employees are not eligible unless their collective bargaining agreement specifically says they are eligible. The current eligibility rules applicable to various collective bargaining units are described in the applicable Appendices.
- Employees classified by their employer as a "chaplain" and who are under a written agreement stipulating their participation in a Church plan are not Eligible Employees.
- Employees who have taken a vow of poverty and have notified their Participating Employer are also not Eligible Employees.
- Individuals classified by the Participating Employer as a "volunteer" are not Eligible Employees.
- Individuals who are not classified by Allina or a Participating Employer as employees (such as leased employees, independent contractors, and other persons who are not classified as common law employees) are not Eligible Employees.
- The Plan also excludes certain non-resident aliens and foreign based employees.
- Any employee whose employment agreement provides for exclusion from participation in the Plan is not an Eligible Employee.

Eligibility (cont.)

Allina's or a Participating Employer's classification of an individual is conclusive and binding for purposes of determining eligibility under this Plan. No reclassification of a person's status, for any reason, by a third party, whether by a court, governmental agency or otherwise, without regard to whether or not Allina or a Participating Employer agrees to such reclassification, shall make the person retroactively eligible for benefits. However, Allina or a Participating Employer, in its sole discretion, may reclassify a person as benefits eligible on a prospective basis. Any uncertainty regarding an individual's classification will be resolved by excluding the person from eligibility.

"Year of Eligibility Service"

In general, you are credited with a Year of Eligibility Service if you complete 1,000 or more Hours of Service during your first 12 months of employment, or during any Plan Year beginning after your date of hire. The Year of Eligibility Service is credited to you on the last day of the relevant period.

"Hour of Service"

You are credited with an "Hour of Service" for each hour for which you are paid or entitled to payment from Allina or another Participating Employer. This includes both hours worked and hours for which you are paid or entitled to pay while not actively at work, such as:

- vacation
- holidays
- illness
- incapacity (including disability)
- layoff, severance pay
- jury duty
- military duty, or
- an authorized leave of absence (including leaves of absence authorized under the Family Medical Leave Act of 1993).

However, you are never credited with more than 501 Hours of Service for any single period of paid time off. Furthermore, you will not be credited with Hours of Service for any period you receive payments from a plan maintained to comply with State worker's compensation, unemployment compensation, or disability insurance laws.

If no record of your hours is kept (*e.g.*, for certain salaried employees), you will be credited with 190 Hours of Service for each month worked.

Hours of Service are also credited under certain circumstances during periods of absence (whether paid or unpaid) on account of military service. If you are required to serve in the U. S. Armed Forces, you will be credited with hours of service as long as you return to employment at a Participating Employer within the time prescribed by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or any other applicable federal law. Hours of Service credited during a period of military service are based on your average hours worked immediately before the military service began.

Hours of Service may also be credited for services as a leased employee. If you have worked as a leased employee for Allina, please contact the HR Service Center.

Your Contributions

You elect the amount of your contributions, or automatic enrollment may occur

The contributions you make are "before-tax"; that is, you do not pay federal income taxes on the contributions at the time the contributions are made. The contributions are also exempt from state income tax in most states. (The contributions are subject to Social Security (FICA) taxes.) Income taxes (including taxes on the earnings on your contributions) are postponed until you receive payments from the Plan.

You participate by making contributions from your pay. You can choose the amount of contributions you wish to make. You can choose any whole percent (i.e., 1%, 2%, 3%, 4%, etc.) of your Compensation, up to a maximum of 100% of your net paycheck available after all other applicable deductions (e.g., FICA tax withholding, insurance premiums, etc.). However, you cannot contribute more in any calendar year than the limit imposed by the tax laws for that year. You can elect to begin contributing as soon as administratively feasible following your first day of active employment. You must make your election to contribute prior to the time you wish contributions to begin. The election will take effect as soon as administratively feasible.

You can increase, decrease, or stop your contributions at any time. Your contributions will be changed or stopped as soon as administratively feasible after you make the election.

Automatic enrollment

If you do not choose a contribution rate, and are an Eligible Employee, you will be automatically enrolled to contribute 4% of your pay 45 days after your automatic enrollment date. Choosing a contribution rate includes if you choose to make no contribution (0%). Your automatic enrollment date is the earlier of:

- The date you are hired in, or have a job change to, a job classification of "benefits eligible" or,
- If you are not hired in, or have a job change to, a job classification of "benefits eligible," the date you have completed one Year of Eligibility Service.

Automatic Enrollment	Contribution Rate
45 days after automatic enrollment date	4%

Automatic increase

If you choose to make a contribution greater than 0% but less than 10%, your contribution rate will be automatically increased one percentage point starting with the first payroll in the subsequent January, unless, by June 30, you either:

- Are making a contribution of 10% or more,
- Choose to make no contribution (0%),
- Choose to have a custom annual increase, or
- Choose to opt-out of automatic annual increases.

If you do not choose a contribution rate, and are an Eligible Employee, your contribution rate will be automatically increased starting with the first payroll in the subsequent January according to the schedule on the next page, unless, by June 30, you either:

- Choose to have a custom annual increase, or
- Choose to opt-out of automatic annual increase.

Choosing a contribution rate includes if you choose to make no contribution (0%).

Your Contributions (cont.)

Years of Automatic Contributions*	Contribution Rate
2 years	5%
3 years	6%
4 years	7%
5 years	8%
6 years	9%
7 years or more	10%

*Years of Automatic Contributions (automatic enrollment and automatic increase) includes each Plan Year in which you made automatic contributions to the 401(k) Plan from January 1, 2009 to present, regardless of whether the initial contribution rate was 3% or 4%. If you cease to be an Eligible Employee for one or more Plan Years, the Plan Years before you are again an Eligible Employee are not included in Years of Automatic Contributions.

If you cease to be an Eligible Employee for one or more Plan Years and later again become an Eligible Employee, you will be treated as if you are a new hire and subject to automatic enrollment. However, if you cease to be an Eligible Employee and less than a Plan Year later you again become an Eligible Employee, your prior election, including any automatic enrollment and automatic increase, will be reinstated, unless you elect otherwise.

Age 50 "catch-up" contributions

The Plans allow certain participants to make additional "Age 50 catch-up" contributions. You are eligible to do this if you will be age 50 or older by the last day of the year. (For example, you can make catch-up contributions for 2015 if you will reach your 50th birthday by December 31, 2015.)

Contribution limits

The applicable contribution limits for 2015 are as follows:

Under Age 50	Age 50 or older
$18,000	$24,000

These amounts will be adjusted after 2015 for inflation.

Military service "make-up" contributions

If you are absent for a period of military service, upon your return you are permitted to make a "make-up" contribution of the amount you otherwise could have contributed if you had continued working during the period of military service. (This make-up contribution is also eligible for make-up Matching Contributions if you are a Participant under the Matching Contribution component of the Plan.) You can make the make-up contribution any time during the period starting on the date of your return and continuing for up to three times the length of your military service, with a maximum make-up contribution period of five years. If this make-up contribution is made in years following the year of the military leave for which you are making the make-up contribution, then it is not subject to (and does not affect) the limits for

the year in which the contribution is made. If you are interested in making a military service make-up contribution, contact the HR Service Center for further instructions.

Example: Sam begins a military leave on January 1, 2014 and returns from military leave on January 1, 2015. Sam will have three years to make-up the contributions he missed during his leave of absence. In 2015, Sam will be able to contribute up to $17,500 of missed contributions for 2014, plus up to another $18,000 for his 2015 contributions.

Annual limit on your contributions under all elective Plans

Your Salary Reduction Contributions to this Plan for any calendar year, plus any amounts you elect to defer that year under any other retirement plan (401(k), 403(b), SIMPLE IRA or SAR-SEP)) which allows you to save on a before-tax basis (including the plan of some other employer), cannot be more than a dollar limit set by the tax laws. For 2015, that limit is $18,000 (subject to the Age 50 Catch-up or the Military Service Make-up contributions for eligible participants).

If you exceed this limit, you must decide how you want to allocate the excess among the plans. You must notify the Plan Administrator before March 1 of the next calendar year if you have decided to correct the excess by withdrawing some or all of it from this Plan. Any excess amounts you allocate to this Plan, plus earnings on those amounts, will be refunded to you. For income tax purposes, the refunded contributions plus earnings are included in your taxable income. If you defer more than the limit in any calendar year and do not take timely steps to get a refund of excess deferrals, you will be subject to serious income tax consequences.

What happens to your Contributions

Your Contributions are credited to a separate account in the 401(k) plan. If you previously contributed to the 403(b) plan, your contributions are still in the 403(b) plan, but no new contributions go to the 403(b) plan. Investment income and losses on your contributions are also credited to that account.

Matching Contributions

Amount of Matching Contributions	If you are an Eligible Employee, to provide an incentive for you, your Participating Employer will match some of the contributions that you make to the Plan each pay period. See the applicable Appendix for more information.
Requirements for receiving Matching Contributions	To receive Matching Contributions, you must be a Participant under the Matching Contribution component of the Plan and make Salary Reduction Contributions some time during the Plan Year.
Your "Compensation" for Plan purposes	Plan contributions by you and by the Participating Employers are based on your "Compensation." As a general rule, Compensation that counts for Plan purposes is your salary, wages, bonuses, commissions and overtime pay that is paid to you by a Participating Employer during the portion of the year after you became an Eligible Employee under the Plan. Expense reimbursements, sign-on bonuses, severance pay, fringe benefits, long term disability payments, or other extra or unusual types of pay do not count as Compensation for Plan purposes. Note that your Compensation includes any Salary Reduction Contributions you make to this Plan. Compensation also includes any before-tax salary reduction contributions that you may make to any other plans sponsored by Allina, such as for pre-tax premium payments, flexible spending accounts, and qualified transportation fringe benefits. IRS Regulations require the Plan to exclude Compensation in excess of a specified dollar amount ($265,000 in 2015) for employees whose compensation exceeds that level.
What happens to your Matching Contributions	Matching Contributions are credited to a separate account called your "Matching Contribution Account." Investment income and losses on your contributions are also credited to that account.

Annual Allina Contributions

Amount of Annual Allina Contributions	For Plan Years beginning in 2009 or later, as part of the enhanced Retirement Savings Plans, after the end of the Plan Year, Allina will make Annual Allina Contributions to Eligible Employees who are Participants under the Annual Allina Contribution component of the Plan. See the applicable Appendix for more information.
Requirements for receiving Annual Allina Contributions	To receive Annual Allina Contributions, you must be a Participant under the Annual Allina Contribution component of the Plan. You do not have to make Salary Reduction Contributions to receive Annual Allina Contributions.
What happens to your Annual Allina Contributions	Annual Allina Contributions are credited to a separate account called your "Employer Contribution Account." Investment income and losses on your contributions are also credited to that account.

Other Types of Contributions

Rollover contributions

Under certain circumstances, you may make a rollover contribution to the Plan of a distribution you received from a plan of a previous employer or an IRA. It may also be possible to arrange a direct transfer to the Plan of amounts from another plan.

Any funds which are rolled over or transferred to this Plan are placed in a separate Rollover Account. You are always 100% vested in that Account.

The rules governing rollover contributions and direct transfers are complex. If you are interested in making such a contribution, contact Fidelity *By-Phone* at 1-800-343-0860 (or for deaf or hard of hearing TTY: 1-800-259-9743), or Fidelity *NetBenefits*™ at www.netbenefits.com/atwork for more information.

Transfers

If you were a participant in a plan that merged into either the 403(b) or 401(k) plan, then you may have other accounts in this plan. In general, all these accounts are 100% vested upon the merger. In general, these accounts are subject to the same withdrawals as comparable accounts under this plan.

Your Investment Options

The investment of your Accounts

You can control the investment of your Accounts, or you can let the ProManage *PROgram*™ do it for you. A number of investment options are available to you, including;

- The Core Investment Options selected by the Allina Health Retirement Committee;
- A mutual fund window offering over 200 mutual fund options (these funds are not selected or monitored by the Allina Health Retirement Committee); or
- The ProManage *PROgram*™.

You will periodically receive detailed descriptions and reports regarding the available options. You should treat those documents as being part of this summary plan description.

Allina may add, delete, or change options from time to time as conditions warrant. Any expenses related to an investment option may be charged to the Account of the persons who chose that option.

Choosing investments

Allina offers the ProManage *PROgram*™ as the default investment option. Your Accounts will automatically be invested under the ProManage *PROgram*™ unless you elect not to participate – i.e., you "opt out".

ProManage is an independent professional investment advisor that will manage your Account investments for you for a fee. If you elect to stay in the program, ProManage will direct your investments into several funds from the Plan's core fund line-up after developing an investment mix based on your individual financial profile. Each year ProManage will analyze your financial risk profile to reflect any changes in your circumstances, such as changes in salary, current Allina Retirement Plan Account balance, and life expectancy. Based upon this information, ProManage will use its asset allocation formula to rebalance your investments annually so that your Account is properly allocated.

ProManage provides its services for a fee, charged to your Account, based on the total assets it manages for all participants in the Plan. Higher asset levels can result in lower fee rates. The maximum annual fee would be .0035 (3 ½ tenths of 1%) of your total Account balance. The actual monthly fee rate can be obtained by calling Fidelity Investments at 1-800-343-0860; the actual fee charged will be indicated on your quarterly statements from Fidelity. Additional information about ProManage LLC is in their disclosure (ADV2A) available from Allina HR Service Center.

If at any time you decide the ProManage *PROgram*™ is not right for you, you can cancel your participation simply by calling **Fidelity Investments at 1-800-343-0860**. You will be required to select your own investments at that time. If you "opt out" and later decide that you would like to participate in the ProManage *PROgram*™ you may opt into the ProManage *PROgram*™ during the last 10 business days of each calendar quarter by contacting Fidelity Investments at the preceding number.

Your Investment Options (cont.)

Changing investments

Subject to rules established from time to time by Allina, you can change the investment of your existing Account balances and the money to be added to your Accounts in the future by contacting Fidelity *By-Phone* at 1-800-343-0860 (or for deaf or hard of hearing TTY: 1-800-259-9743), or you can make the changes through Fidelity *NetBenefits*™ at www.netbenefits.com/atwork.

Your responsibilities for investments

The Plan is designed to be a "section 404(c) plan," which means that if you elect out of the ProManage *PROgram*™ it is your responsibility to monitor the investment options and decide what investment mix is right for you. Allina and the Plan Trustee/Custodian may be relieved of liability for any losses that result from your investment instructions. You should note in particular that Allina only monitors the Core Investment Options it has selected. If you select mutual funds through the mutual fund window, it is important that you review the information provided with respect to those funds to determine whether they are, and continue to be, appropriate for you.

The investment choices you make can result in increases or decreases in the value of your Accounts. Different individuals will have different needs and risk tolerance. We urge you to make use of a qualified financial advisor in determining your Plan investment strategy.

If you die, your Beneficiary becomes responsible for selecting investments for the Accounts.

Further information about investments

To obtain further information about your investment options, including copies of prospectuses, financial statements and reports, fees and expenses, listings of assets held, and net asset values, call Fidelity *By-Phone* at 1-800-343-0860 (or for deaf or hard of hearing TTY: 1-800-259-9743), or access Fidelity *NetBenefits*™ at www.netbenefits.com/atwork.

Vesting

You are always 100% vested in your Employee Contribution Account and any Rollover Account and Matching Contribution Account.

Employer Contribution Account

If you are a Participant in the Annual Allina Contribution component, you must complete two Years of Vesting Service, or work for Allina or its affiliate until age 65 or until you become permanently and totally disabled, in order to become vested in your Employer Contribution Account. Once you complete two Years of Vesting Services (or if you are employed by Allina or its affiliate after age 65 or until you become permanently and totally disabled) you will be 100% vested in all your Accounts.

Years of Vesting Service

You are credited with a "Year of Vesting Service" for each Plan Year in which you are paid for 1,000 or more Hours of Service. The Plan has detailed rules regarding vesting and breaks in service.

See page 5 for the general rules for Hours of Service.

Forfeitures

If you are not vested in your Employer Contribution Account when you terminate employment with Allina and all of its affiliates (other than because of reaching at least age 65 or because of total and permanent disability), you lose all rights to the Employer Contribution Account unless you are rehired within 5 years. Forfeited Employer Contribution Accounts are used to pay Plan administrative expenses, applied as a credit against the Participating Employers' Matching Contribution obligation, or applied as a credit against the Participating Employers' Annual Allina Contribution obligation.

Borrowing From Your Accounts

If you are a current employee, you may borrow against the vested balance of your Accounts, subject to whatever administrative rules exist from time to time. (See page 14 for a discussion of vesting.) The minimum loan that will be made is $1,000. You may have only one loan outstanding at any time.

Loan terms

Loans are ordinarily issued as soon as administratively feasible.

Every loan must bear a "reasonable" rate of interest. The rate is determined by the Plan at the time the loan is made and is 1% above the prime rate as calculated by Reuters on the first business day of the calendar quarter in which the loan is made.

There is a $25.00 origination fee for each loan, and a quarterly administrative fee of $12.50 is deducted from your account each calendar quarter to pay for the Plan's administration of your loan.

Loans must provide for payment of principal and interest in equal installments by payroll deduction. However, if you are not receiving a paycheck from a Participating Employer at any time while the loan is outstanding, you will be required to make payments by check not less frequently than every three months. You can prepay a loan in full at any time without penalty. Generally, loans must be repaid within 5 years after the date the loan is made. However, if the loan is used to acquire or construct any dwelling unit that will be your principal residence, the loan repayment period can be up to 15 years. In all events, any outstanding loan becomes due and payable in full within 90 days after your employment with the Participating Employers ceases, unless you request loan repayments through ACH.

All loans must be repaid when due. Failure to do so may result in adverse tax consequences for both you and the Plan. If you do not make a payment when due, you may incur taxable income (plus penalty taxes) and, unless you are otherwise eligible to take a distribution, you may still be required to repay the loan.

NOTE: In most cases, you will not be eligible for any tax deduction for interest paid on loans from this Plan.

Maximum loan

The maximum loan amount you can have outstanding is 50% of the vested value of all of your Accounts as determined by the Trustee/Custodian at the time the loan is issued, or $50,000, whichever is less. However, if you had an outstanding loan during the preceding 12 months before you request a new loan, the $50,000 maximum is reduced by the amount of principal on the prior loan that was repaid during that 12 month period.

What happens to your Account when you borrow from the Plan

The part of your Accounts representing a loan is segregated and does not share in earnings and losses on Plan investments. Instead, each time you make a payment on a loan, the principal of your loan will be reduced and the interest you paid will be credited to your Accounts. Loan repayments and interest can then be invested according to your investment direction.

Withdrawals While Employed

The Plan is intended to provide retirement benefits. Thus, you generally cannot withdraw funds from your Accounts while you are working. There are, however, several exceptions to this rule:

Withdrawals from your Accounts for "financial hardship"

The Plan permits you to withdraw amounts contributed to your Employee Contribution Account if you establish that a "financial hardship" exists. You cannot withdraw any earnings on these contributions. You cannot make a hardship withdrawal unless you have already taken the maximum Plan loan available to you.

Financial hardship withdrawals are permitted by the Plan only for one of the following reasons:

- Payment of tuition for the next twelve months of post-secondary education for you, your spouse or dependents.
- Medical expenses for you, your spouse or dependents.
- The need to prevent your eviction from, or foreclosure on, your principal residence.
- Purchase of a home that will be your primary residence (but not mortgage payments).
- Costs directly related to the repair of significant damage to your principal residence.
- Payment for funeral expenses for your parents, your spouse, or your children.

You can never withdraw more than is necessary to meet the hardship and to pay the taxes on the amount withdrawn. You will not be allowed to make any contributions, affirmative or automatic, to the Plan for at least 6 months following a hardship withdrawal. After the 6 months, you will be automatically enrolled as described on page 6 (including any annual automatic increase).

Withdrawals after age 59½

After you reach age 59½, you can make a withdrawal from your Employee Contribution Account, any Matching Contribution Account, or any Rollover Account for any reason. You cannot make a withdrawal from your Annual Allina Contribution Account.

Requesting a withdrawal

If you qualify, you can request a withdrawal by following the rules adopted by Allina. The withdrawal normally will be paid to you shortly after you request it, based on a recent valuation of your Accounts.

Tax consequences of withdrawals

Any withdrawals you make will be subject to income taxes. There is also a 10% penalty tax (similar to the penalty tax on withdrawals from an IRA before age 59½) on most amounts withdrawn from your Accounts before age 59½. The penalty tax applies even though the withdrawal is due to financial hardship. Hardship withdrawals cannot be rolled over to an IRA to avoid current taxes.

Because an early withdrawal causes you to lose the advantages of accumulating tax-deferred retirement savings and may result in an additional penalty tax, you should consider withdrawals only as a last resort after all other options have been exhausted.

Benefits After Your Employment Ends

Entitlement to distributions

The Plan is intended to provide benefits upon retirement. Thus, you generally cannot withdraw funds from your Account while you are employed by Allina or its affiliates.

When you cease your employment with Allina and its affiliates, you become entitled to your total vested Account balance under the Plan. (See the discussion of vesting on page 14.)

If your total vested Account value under the Plan is $5,000 or less, it will be distributed from the Plan automatically in a single lump sum either as a direct rollover or as a cash payment to you. (See the discussion of mandatory distributions below.)

If your total vested Account value under the Plan is more than $5,000, you choose the time and method of payment. You can request a distribution by calling Fidelity *By-Phone* at 1-800-343-0860 (or for deaf or hard of hearing TTY: 1-800-259-9743), or accessing Fidelity *NetBenefits*™ at www.netbenefits.com/atwork.

If you have any outstanding loan balances at the time of distribution, the payment amount will be offset by the outstanding loan balance; however, the full amount of the Account balance will be reported as a distribution for tax purposes.

Distribution options

Subject to the limitations above, you can receive payments from vested Accounts that exceed $5,000 in the aggregate (combinations are possible) in the form of either:

- a lump sum payout (paid either directly to you or by direct rollover to another employer plan or IRA); or
- distributions in a series of annual or more frequent installments.

Mandatory distribution of small Accounts

If your vested balance is $5,000 or less (including any Rollover Account) after you terminate employment, your vested Account balance will be distributed from the Plan. You can elect either a cash payment (subject to income tax withholding) or a direct rollover to another plan or IRA.

If you do not make an election, and the amount of the distribution (including any Rollover Account) is between $1,000 and $5,000, the distribution will be rolled over automatically to an IRA established in your name at Fidelity Management Trust Company. That IRA will be invested in the Fidelity Cash Reserves, an investment fund designed to preserve principal and provide a reasonable rate of return and liquidity. All fees and expenses in connection with establishing an involuntary IRA for you and maintaining that IRA in the future will be charged to your IRA. For more information about the Plan's involuntary rollover provisions, or the fees and expenses associated with an involuntary IRA, contact Fidelity Management Trust Company at 1-800-343-0860 or *NetBenefits*™ at www.netbenefits.com/atwork.

If the distribution amount is $1,000 or less and you do not elect a direct rollover, it will be distributed by issuing a check to you for your Account balance, less applicable tax withholding. If you subsequently wish to make a rollover of that distribution to avoid immediate income taxes, it will be your responsibility to do so within 60 days.

Benefits After Your Employment Ends (cont.)

Required payments

In general, distributions must begin not later than the April 1st following the calendar year in which you reach age 70½ (unless you are still working for a Participating Employer). The tax laws contain a number of rules which may limit the period over which you can receive distributions.

Tax consequences

You will be subject to income taxes on the payments you receive from the Plan. Therefore, the timing of the payments is important. You can postpone taxes on your Plan distributions (other than installment payments scheduled over a period of 10 years or more, hardship distributions or required minimum distributions after you reach age 70½) by making a "rollover" to an IRA or another qualified retirement plan. You should consult with your tax advisor regarding these matters.

NOTE: Most payments received before age 59½ will be subject to an additional 10% penalty tax unless you are disabled, you ceased employment with the Participating Employers after reaching age 55, or you qualify for certain other very limited exceptions under the tax laws. You can avoid the penalty tax by making a rollover to an IRA or another employer's plan.

Tax withholding

Any distribution you receive from the Plan (other than installment payments scheduled over a period of 10 years or more, hardship distributions, or required minimum distributions after you reach age 70½) will be subject to mandatory withholding of 20% for federal income taxes and any applicable state income tax withholding. You can avoid mandatory withholding only if you arrange to have the payment transferred directly to another qualified retirement plan or an IRA.

Benefits For Your Beneficiary

If you die while employed by a Participating Employer, your "Beneficiary" will be entitled to your entire Account balances. If you die after your employment ceases but before you have received your entire vested benefit from the Plan, your Beneficiary will be entitled to the Account balances remaining that would have been paid to you if you had lived. You designate your Beneficiary online through MyAllina.

If you had any outstanding loan balances at the time of distribution to your Beneficiary, the payment amount will be offset by the outstanding loan balance; however, the full amount of the Account balance will be reported as a distribution for tax purposes.

Special rules for married Participants

If you are married, you are subject to some special rules. In general, your spouse must be your Beneficiary. If you wish to designate someone else (including a trust for your spouse), your spouse must consent to the different Beneficiary.

The spouse's consent must be in writing and must be either notarized or witnessed by a representative of the Plan. The only exception is under circumstances where the consent cannot be obtained, such as where a spouse cannot be located.

If your marital status changes, you should check with the HR Service Center to see if a new Beneficiary designation should be filed. This should always be done when a single Participant gets married. (Your new spouse must consent in order for your prior designation to remain effective.)

It is highly recommended that you contact the HR Service Center if your marital status changes. **Please note**, if you have designated your spouse as your Beneficiary and you subsequently get divorced, your Beneficiary Designation will automatically be revoked. Until you make a new beneficiary designation, you will be considered to have not designated a beneficiary, and the rules described below will apply. If you want your ex-spouse to remain your designated Beneficiary, you must submit a new Beneficiary Designation naming your ex-spouse after the date of the divorce. If you later remarry, you must obtain the consent of your new spouse, as described above, in order to have your ex-spouse remain your Beneficiary, unless your ex-spouse is designated as your Beneficiary pursuant to a qualified domestic relations order.

Your Beneficiary if none is designated

If you do not designate a Beneficiary online through MyAllina prior to your death, your Beneficiary will be your surviving legal spouse.

If no spouse survives you, your Beneficiary will be the person or persons who survive you in the first of the following four classes in which there is a survivor, in equal shares:

1. your children (or your grandchildren of any child who dies before you).
2. your parents.
3. your brothers and sisters.
4. your estate.

Benefits For Your Beneficiary (cont.)

Limits on payments

The tax laws require that your Beneficiary receive his or her benefit within a certain time after your death.

If your Beneficiary is not your spouse, or if a spouse Beneficiary's benefit is $5,000 or less, your Account will be paid to your Beneficiary in a lump sum as soon as administratively feasible after your death, but no later than 5 years after your death. If the benefit is more than $5,000, a Beneficiary who is your surviving spouse can postpone payments until December 31 of the year in which you would have reached age 70½. However, if you were receiving installments and died after reaching age 70½, your Beneficiary will continue to receive your installments.

Rollover Distributions by Beneficiaries

If your Beneficiary is your spouse, your surviving spouse may request a direct rollover of distributions from the plan to an individual retirement account in his or her name.

In addition, a non-spouse beneficiary (including trusts that meet certain provisions) can request a direct rollover of distributions from the plan to an inherited individual retirement account (IRA), including an inherited individual retirement annuity. (However, non-spouse beneficiaries cannot receive payments from the plan and roll over the payments themselves.) An "inherited IRA" is a special type of retirement arrangement under which the non-spouse beneficiary is treated as the beneficiary rather than the owner of the IRA. The amount transferred to the inherited IRA will not be taxed in the year transferred out of the plan. Instead, the amount will be taxed later when the non-spouse beneficiary takes it out of the inherited IRA. Under the rules applicable to the inherited IRA, if the participant died before required minimum distributions to the participant had begun, then either (1) the entire inherited IRA must be distributed to the non-spouse beneficiary within five years after the participant's death, or (2) distributions to the non-spouse beneficiary from the inherited IRA must begin within one year after the participant's death and the balance of the inherited IRA must be paid out in installments over the non-spouse beneficiary's life expectancy. Non-spouse beneficiaries should seek additional information about "inherited IRAs" from an IRA provider or financial institution.

Claims Procedure

Your duty to review information; and initial benefit claims

You will receive periodic information regarding your Plan Accounts (benefit statements, investment confirmations, etc.).

You are responsible for promptly reviewing any information you receive regarding the Plan. If you have any questions, or if you believe the information is incorrect in any way, you must notify us within 60 days after you receive the information. Allina will not be responsible for any mistakes or losses unless you bring it to our attention within the 60 day time period. We anticipate that most such inquiries will be resolved informally, and your initial inquiry is not considered to be a formal claim under the terms of the Plan. If the response to your inquiry does not resolve the matter to your satisfaction, however, you must -- within 60 days of the decision on your inquiry -- file a formal, written claim for benefits in accordance with these claims procedures.

If you do not receive a benefit to which you believe you are entitled, or if you have any other complaint regarding the Plan that is not resolved to your satisfaction using the informal inquiry process previously described, you (or your authorized representative) must file a formal written claim in order to pursue the matter further. Your written claim should explain, as best you can, what you want and why you believe you are entitled to it, and should include copies of any relevant documents. You should specifically designate your claim as a "claim for benefits" and you should send it to us as Plan Administrator at:

Allina Health
Senior Benefits Specialist – Retirement Plans
Mail Route 10707
P.O. Box 1469
Minneapolis, MN 55440-1469

If your claim follows an informal inquiry that was not resolved to your satisfaction, it must be filed within 60 days after you receive the response to your inquiry. Any other claim must be filed within 12 months after the earlier of (1) the date you were denied a benefit payment under the Plan or you received less of a benefit than you believe the Plan provides for you, or (2) the date you knew or reasonably should have known of the principal facts on which your claim is based.

We will ordinarily respond to your claim within 90 days after it is received. We may, however, extend this period for an additional 90 days by giving you written notice of the extension, the reason why the extension is necessary, and the date a decision is expected. We will provide you with a written decision on your claim. If your claim is denied in whole or in part, we will explain why, with specific reference to any relevant Plan provisions, and a description of any additional material or information necessary for you to perfect your claim. You will then have the right to appeal that decision.

Claims Procedure (cont.)

Appeal of a denied claim

If your formal claim is denied and you want to pursue the matter further, you (or your authorized representative) **must**, within 60 days after you receive the denial letter, file a written appeal with us as Plan Administrator at:

Allina Health
Benefits Appeal Committee
Mail Route 10700
P.O. Box 1469
Minneapolis, MN 55440-1469

Your written appeal should describe all reasons why you believe the claim denial was in error, and should include copies of any documents you want us to consider in support of your appeal. Your claim will be decided based on the information submitted, so you should make sure that your submission is complete.

If you wish, you may review and/or obtain copies of all documents that we considered or relied on in deciding your claim. These copies will be provided to you free of charge. If you request copies, the 60-day period for filing your appeal will stop running until we have responded to your request. Once we have responded, the 60-day period will begin running again, and you will have whatever time remained at the time you requested the documents.

We will ordinarily decide your appeal within 60 days after it is filed. We may, however, extend this period for up to an additional 60 days if special circumstances require it. If an extension is required, you will receive notice of the extension, the reason why it is necessary and the date a decision is expected.

We will provide you with written notice of the decision on appeal. If your appeal is denied in whole or in part, we will explain why, including specific reference to any relevant Plan provisions.

Subsequent legal action

If your appeal is denied in whole or in part, you have the right to file a lawsuit challenging the denial. The claims procedures described above are required by federal law and are designed to ensure that disputes regarding the Plan are decided by the Plan Administrator, which is the entity responsible for administering the Plan. Therefore, courts almost always require that a claimant exhaust a plan's claims procedures before filing suit (both filing the initial claim and appealing a denied claim). If you fail to do so, the court will likely dismiss your lawsuit. In addition, in any legal action brought after you completed the claims procedure, all determinations made by the Plan Administrator shall be afforded the maximum deference permitted by law.

Deadline for legal action

Any lawsuit challenging a claim denial must be commenced within six months after the date of the denial letter. In addition to that six month deadline, there is an additional "catch-all" limitation that applies to all lawsuits involving Plan benefits. Any such lawsuit **must** be commenced no later than two years after you first receive information that constitutes a clear repudiation of the rights you are seeking to assert. This two-year limitation period will be suspended and will not run during the period of time, if any, when your claim is in the claims procedure process. Once that process is completed, however, the two year period will continue running where it left off.

Statement of Rights of Participants

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 shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan Administrator with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
3. 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.
4. Obtain a statement of your total benefits that would be payable under the Plan if you stop working now. This statement must be requested in writing, and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate 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 may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit under the Plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Enforce Your Rights
Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials 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 its control. 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 and have completed the plan's Claims procedure, 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 federal court. The court will decide who should pay costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions
If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement 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.

General Information

Insurance of benefits	Benefits under certain kinds of pension plans are insured by the Pension Benefit Guaranty Corporation (the "PBGC"), a corporation organized under federal law. However, the PBGC does not insure the benefits under plans such as this Plan where your benefit is based on your own Accounts.
Amendment and Termination	Allina has retained the right to amend or terminate the Plan at any time. However, no amendment or termination will take away vested benefits.
Correction of errors	The Plan also allows Allina to correct any errors that may occur in administering the Plan, including recovering any overpayment from the person who received it. Erroneous contributions can be returned to the Participating Employers. Contributions can also be returned if the Plan fails to meet certain tax law requirements.
Alienation of benefits	You cannot assign your Plan benefits to anyone else and your benefits are generally not subject to claims of creditors. However, the Plan may be forced to comply with certain "qualified domestic relations orders" which assign part or all of your benefit to a former spouse or to your dependents.
Qualified Domestic Relations Order	A Qualified Domestic Relations Order ("QDRO") is any judgment, decree or order which relates to the provision of child support, alimony payments or marital property rights to your spouse, former spouse, child or your other dependents and which meets the requirements under Federal Law for a QDRO. If a QDRO is received that relates to you, you will be contacted concerning the procedures for such an order. You may also request a copy of the procedures, for determining whether a domestic relations order is qualified, from Fidelity by phone at 1-800-343-0860 or at http://qdro.fidelity.com at any time and without charge.
No employment rights	Coverage under this Plan does not assure you continued employment or right to benefits except as outlined by the Plan.
No guarantee	The officers of Allina or members of any committee in no way guarantee the benefits under the Plan. Except to the extent imposed by law, the officers of Allina and members of any committee are not liable or responsible for any failure to provide benefits under the Plan by reason of Allina's insolvency.
Accounting matters	Accounts are valued each day the New York Stock Exchange is open for business. Payments from the Plan following termination of your employment or after your death are made as soon as reasonably possible after the request for payment is made by calling Fidelity *By -Phone* at 1-800-343-0860 (or for deaf or hard of hearing TTY: 1-800-259-9743), or accessing Fidelity *NetBenefits*™ at www.netbenefits.com/atwork.

General Information (cont.)

"Top-heavy" requirements	Federal law requires that the 401(k) Plan contain provisions that will take effect if it ever becomes a "top-heavy" plan. Those provisions include a minimum contribution formula. It is unlikely the Plan would ever be top-heavy. A plan is "top-heavy" if over 60% of all Account balances are going to "key employees" (*e.g.*, officers and owners of the Participating Employers).

Important Plan Information

Name of Plans	Allina 401(k) Retirement Savings Plan Allina 403(b) Retirement Savings Plan
Type of Plan	The 401(k) Plan is a profit sharing plan providing a cash or deferred arrangement described in section 401(k) of the Internal Revenue Code. The 403(b) Plan is an arrangement for making contributions to custodial accounts described in section 403(b)(7) of the Internal Revenue Code.
Plan Sponsor and Administrator	For purposes of federal law, Allina Health System, doing business as "Allina Health", is the "Plan Sponsor" and "Plan Administrator". Communication to Allina as the "Plan Administrator" should be directed as follows: Allina Health Mail Route 10707 2925 Chicago Avenue Minneapolis, MN 55407-1321
Participating Employers	As of October 15, 2010, the 403(b) Plan is frozen and no employee can become a participant. As of January1, 2015, the Participating Employers in the 401(k) Plan are: • Allina Health System (d/b/a Allina Health) • Allina Specialty Associates, Inc. • Accounts Receivable Services, LLC
Plan Year	The Plan Year is the 12-month calendar year beginning each January 1 and ending December 31.
Plan Numbers	For convenience, the Plans have been assigned identification numbers: 401(k) Plan – 002 403(b) Plan – 004
Employer Identification Number	Allina's Federal Employer Identification Number is 36-3261413.
Trustee and Custodian	The Trustee for the 401(k) Plan and the Custodian for the 403(b) Plan is: Fidelity Investments, Inc. P.O. Box 7700022 Cincinnati, OH 45277-0090
Agent for service for legal process	Legal process may be served on the Plan Administrator at the business address listed above. Service of legal process may also be made upon the Trustee/Custodian.

Appendix A

Appendix A covers Eligible Employees who are not covered by a collective bargaining agreement and Eligible Employees who are covered by the collective bargaining agreement between the Participating Employers and the following bargaining units:

- **Association of Diagnostic Imaging Technologists radiology and residual units at United Hospital**
- **Local 167 EMT/Paramedic unit at Allina Medical Transportation**
- **Local 70 engineer units at Buffalo Hospital and Regina Medical Center**
- **Local 70 service unit at Cambridge Medical Center**
- **Local 455 unit at New Ulm Medical Center**
- **AFSCME licensed practical nurse units at Allina Health Clinic Faribault, Cambridge Medical Center, New Ulm Medical Center, District One Hospital, and Regina Medical Center**
- **PEPOM pharmacist units at Abbott Northwestern Hospital, Mercy Hospital and Unity Hospital**
- **SEIU L113 service units at Allina Health Laboratory and Regina Medical Center**
- **SEIU L113 technical units and Abbott Northwestern Hospital and St. Francis Regional Medical Center**
- **MNA RN units at District One Hospital, Regina Medical Center and West Health**

Eligibility

Salary Reduction Component
You are eligible to make pre-tax contributions to the Allina Retirement Savings Plan from your pay as of your date of hire.

Matching Contribution Component
You are eligible to become a Participant in the Matching Contribution component of the Plan if both of the following requirements are met:
(1) You are an Eligible Employee.
(2) You are employed in a job classification in which you are regularly scheduled to work 1,000 or more Hours of Service in a calendar year or you have completed a Year of Eligibility Service.

Annual Allina Contribution Component
You are eligible to become a Participant in the Annual Allina Contribution component of the Plan as of the first of the month following the date all of the following requirements are met:
(1) You are an Eligible Employee.
(2) You have completed a Year of Eligibility Service.
(3) You are at least age 21.
The contribution for the first year is based on compensation paid from the date you enter the Annual Allina Contribution Component to year-end.

Your Contributions

You may contribute between 1% and 100% of your pay, up to the maximum allowed under the tax laws. If you are eligible for the Matching Contribution component, you may be automatically enrolled at 4% with an automatic annual increase unless you elect otherwise. (Refer to the plan booklet.)

Matching Contributions

The participating employer will add 50¢ to your account for each $1 you contribute, up to a maximum Matching Contribution equal to 2% of your annual Compensation. (That is, Salary Reduction Contributions exceeding 4% of your Compensation are not matched.)

If you contribute ...	Allina contributes ...
1.0%	.5%
2.0%	1.0%
3.0%	1.5%
4.0% or more	2.0%

Appendix A (cont.)

Annual Allina Contributions

The participating employer will add the following percentage of your plan compensation to your account annually, regardless of whether you contribute. See page 14 for a discussion of Years of Vesting Service.

Years of Vesting Service	Percentage of Compensation
Less than 5	3.0%
6-10	3.5%
11-15	4.0%
16 or more	4.5%

Ex. Assume Jacqueline earns $40,000 per year, contributes 10% of her annual pay to the plan, is covered under Appendix A and has two Years of Vesting Service. Jacqueline's contributions for the entire year are calculated as follows:

Salary Reduction Contributions:	$40,000 x 10%	= $4,000
Matching Contributions:	$40,000 x 2%	= $ 800
Annual Allina Contribution:	$40,000 x 3%	= $1,200
Combined contributions:		$6,000

Vesting

You are always 100% vested in your Salary Reduction Contributions. You are 100% vested in your Matching Contributions. Your Annual Allina Contributions are subject to the following vesting schedule (effective January 1, 2009).

Years of Service	Percent Vested
Less than 2 years	0%
2 years or more	100%

Appendix B

Appendix B only covers Eligible Employees who are covered by a collective bargaining agreement that does not provide for either the Matching Contribution component or the Annual Allina Contribution component. Currently, this is any collective bargaining unit other than those described in Appendix A, Appendix C, Appendix D, Appendix E or Appendix F, and includes the following bargaining units:

- **The L120 collective bargaining agreements at Allina Home Care Services and Allina Home Oxygen and the AGC collective bargaining agreement at Abbott Northwestern Hospital do not provide for participation in this Plan with respect to *any* contribution.**
- **L70 engineer units at Abbott Northwestern Hospital, Cambridge Medical Center, Clinical Equipment Services, Mercy Hospital, Phillips Eye Institute, United Hospital, and Unity Hospital participates in this Plan as provided below.**
- **MNA RN units at Abbott Northwestern Hospital, Buffalo Hospital, Cambridge Medical Center, Mercy Hospital, Phillips Eye Institute, River Falls Area Hospital, St. Francis Regional Medical Center, United Hospital, and Unity Hospital participates in this Plan as provided below.**

Eligibility

Salary Reduction Component
You are eligible to make pre-tax contributions to the Allina Retirement Savings Plan from your pay as of your date of hire.

Matching Contribution Component
You are not eligible for the Matching Contribution component.

Annual Allina Contribution Component
You are not eligible for the Annual Allina Contribution component.

Your Contributions

You may contribute between 1% and 100% of your pay, up to the maximum allowed under the tax laws. If you are employed in a job classification of "benefits eligible" or you have completed a Year of Eligibility Service, you may be automatically enrolled at 4% with an automatic increase unless you elect otherwise. (Refer to the plan booklet.)

Vesting

You are always 100% vested in your Salary Reduction Contributions.

Appendix C

Appendix C covers Eligible Employees covered by the collective bargaining agreement between the Participating Employers and the SEIU other than the following bargaining units:

- **SEIU L113 LPN units at Abbott Northwestern Hospital, Phillips Eye Institute, and Unity Hospital**
- **SEIU L113 residual units at Abbott Northwestern Hospital and Phillips Eye Institute**
- **SEIU L113 service units at Abbott Northwestern Hospital, Buffalo Hospital, Mercy Hospital, Phillips Eye Institute, Owatonna Hospital, St. Francis Regional Medical Center, and United Hospital**

Eligibility

Salary Reduction Component
You are eligible to make pre-tax contributions to the Allina Retirement Savings Plan from your pay as of your date of hire.

Matching Contribution Component
You are eligible to become a Participant in the Matching Contribution component of the Plan if all of the following requirements are met:
(1) You are an Eligible Employee.
(2) You are employed in a job classification in which you are regularly scheduled to work 1,000 or more Hours of Service in a calendar year or you have completed a Year of Eligibility Service.

Annual Allina Contribution Component
You are not eligible for the Annual Allina Contribution component.

Your Contributions

You may contribute between 1% and 100% of your pay, up to the maximum allowed under the tax laws. If you are eligible for the Matching Contribution component, you may be automatically enrolled at 4% with an automatic annual increase unless you elect otherwise. (Refer to the plan booklet.)

Matching Contributions

The participating employer will add 50¢ to your account for each $1 you contribute, up to a maximum Matching Contribution of equal to 1% of your annual Compensation. (That is, Salary Reduction Contributions exceeding 2% of your Compensation are not matched.)

If you contribute ...	Allina contributes ...
1.0%	.5%
2.0% or more	1.0%

Ex. Assume Jill earns $40,000 per year, contributes 10% of her annual pay to the plan and is covered under Appendix C. Jill's contributions for the entire year are calculated as follows:

Salary Reduction Contributions:	$40,000 x 10% =	$4,000
Matching Contributions:	$40,000 x 1% =	$ 400
Combined contributions:		$4,400

Vesting

You are always 100% vested in your Salary Reduction Contributions and Matching Contributions.

Appendix D

Appendix D covers Eligible Employees covered by the collective bargaining agreement between the Participating Employers and the SEIU and includes the following bargaining unit:

- **SEIU L113 technical units at Owatonna Hospital, Phillips Eye Institute, and Unity Hospital**

Eligibility

Salary Reduction Component
You are eligible to make pre-tax contributions to the Allina Retirement Savings Plan from your pay as of your date of hire.

Matching Contribution Component
You are eligible to become a Participant in the Matching Contribution component of the Plan if all of the following requirements are met:
(1) You are an Eligible Employee.
(2) You are employed in a job classification in which you are regularly scheduled to work 1,000 or more Hours of Service in a calendar year or you have completed a Year of Eligibility Service.

Annual Allina Contribution Component
You are eligible to become a Participant in the Annual Allina Contribution component of the Plan as of the first of the month following the date all of the following requirements are met:
(1) You are an Eligible Employee.
(2) You have completed a Year of Eligibility Service.
(3) You are at least age 21.
The contribution for the first year is based on compensation paid from the date you enter the Annual Allina Contribution Component to year-end.

Your Contributions

You may contribute between 1% and 100% of your pay, up to the maximum allowed under the tax laws. Automatic enrollment does not apply to Appendix D. If you are eligible for the Matching Contribution component, you may be automatically enrolled at 4% with an automatic annual increase unless you elect otherwise. (Refer to the plan booklet.)

Matching Contributions

The participating employer will add 50¢ to your account for each $1 you contribute, up to a maximum Matching Contribution of equal to 1% of your annual Compensation. (That is, Salary Reduction Contributions exceeding 2% of your Compensation are not matched.)

If you contribute ...	Allina contributes ...
1.0%	.5%
2.0% or more	1.0%

Annual Allina Contributions

The participating employer will add the following percentage of your plan compensation to your account annually, regardless of whether you contribute. See page 14 for a discussion of Years of Vesting Service.

Years of Vesting Service	Percentage of Compensation
Less than 16	1.0%
16 or more	2.0%

Ex. Assume Jenny earns $40,000 per year, contributes 10% of her annual pay to the plan, is covered under Appendix D and has two Years of Vesting Service. Jenny's contributions for the entire year are calculated as follows:

Salary Reduction Contributions:	$40,000 x 10%	= $4,000
Matching Contributions:	$40,000 x 1%	= $ 400
Annual Allina Contribution:	$40,000 x 1%	= $ 400
Combined contributions:		$4,800

Appendix D (cont.)

Vesting

You are always 100% vested in your contributions and Matching Contributions. Any Annual Allina Contributions are subject to the following vesting schedule.

Years of Service	Percent Vested
Less than 2 years	0%
2 years or more	100%

Appendix E

Appendix E covers Eligible Employees who are covered by the collective bargaining agreement between the Participating Employers and the MNA and includes the following collective bargaining units:

- **MNA RN units at New Ulm Medical Center and Owatonna Hospital,**
- **Professional employees (non-registered nurses, non-certified registered nurse anesthetists) at St. Francis Regional Medical Center**

Eligibility

Salary Reduction Component
You are eligible to make pre-tax contributions to the Allina Retirement Savings Plan from your pay as of your date of hire.

Matching Contribution Component
You are eligible to become a Participant in the Matching Contribution component of the Plan if both of the following requirements are met:
(1) You are an Eligible Employee.
(2) You are employed in a job classification in which you are regularly scheduled to work 1,000 or more Hours of Service in a calendar year or you have completed a Year of Eligibility Service.

Annual Allina Contribution Component
You are not eligible for the Annual Allina Contribution component.

Your Contributions

You may contribute between 1% and 100% of your pay, up to the maximum allowed under the tax laws. If you are eligible for the Matching Contribution component, you may be automatically enrolled at 4% with an automatic annual increase unless you elect otherwise. (Refer to the plan booklet.)

Matching Contributions

The participating employer will add 50¢ to your account for each $1 you contribute, up to a maximum Matching Contribution equal to 2% of your annual Compensation. (That is, Salary Reduction Contributions exceeding 4% of your Compensation are not matched.)

If you contribute ...	Allina contributes ...
1.0%	.5%
2.0%	1.0%
3.0%	1.5%
4.0% or more	2.0%

Ex. Assume Joanne earns $40,000 per year, contributes 10% of her annual pay to the plan and is covered under Appendix E. Joanne's contributions for the entire year are calculated as follows:

Salary Reduction Contributions:	$40,000 x 10% =	$4,000
Matching Contributions:	$40,000 x 2% =	$ 800
Combined contributions:		$4,800

Vesting

You are always 100% vested in your contributions and Matching Contributions.

Appendix F

Appendix F covers Eligible Employees who are covered by the collective bargaining agreement between the Participating Employers and the SEIU and includes the following collective bargaining unit:

- **SEIU L113 technical unit at Allina Health Clinics**

Eligibility

Salary Reduction Component
You are eligible to make pre-tax contributions to the Allina Retirement Savings Plan from your pay as of your date of hire.

Matching Contribution Component
You are eligible to become a Participant in the Matching Contribution component of the Plan if both of the following requirements are met:
(1) You are an Eligible Employee.
(2) You are employed in a job classification in which you are regularly scheduled to work 1,000 or more Hours of Service in a calendar year or you have completed a Year of Eligibility Service.

Annual Allina Contribution Component
You are eligible to become a Participant in the Annual Allina Contribution component of the Plan as of the first of the month following the date all of the following requirements are met:
(1) You are an Eligible Employee.
(2) You have completed a Year of Eligibility Service.
(3) You are at least age 21.
The contribution for the first year is based on compensation paid from the date you enter the Annual Allina Contribution Component to year-end.

Your Contributions

You may contribute between 1% and 100% of your pay, up to the maximum allowed under the tax laws. If you are eligible for the Matching Contribution component, you may be automatically enrolled at 4% with an automatic annual increase unless you elect otherwise. (Refer to the plan booklet.)

Matching Contributions

The participating employer will add 50¢ to your account for each $1 you contribute, up to a maximum Matching Contribution equal to 2% of your annual Compensation. (That is, Salary Reduction Contributions exceeding 4% of your Compensation are not matched.)

If you contribute ...	Allina contributes ...
1.0%	.5%
2.0%	1.0%
3.0%	1.5%
4.0% or more	2.0%

Annual Allina Contributions

The participating employer will add .5% of your plan compensation to your account annually, regardless of whether you contribute.

Ex. Assume Janet earns $40,000 per year, contributes 10% of her annual pay to the plan and is covered under Appendix F. Janet's contributions for the entire year are calculated as follows:

Salary Reduction Contributions:	$40,000 x 10% =	$4,000
Matching Contributions:	$40,000 x 2% =	$ 800
Annual Allina Contributions:	$40,000 x .5% =	$ 200
Combined contributions:		$5,000

Appendix F (cont.)

Vesting

You are always 100% vested in your contributions and Matching Contributions. Any Annual Allina Contributions are subject to the following vesting schedule.

Years of Service	Percent Vested
Less than 2 years	0%
2 years or more	100%

US.76086893.08

EXHIBIT 2

ALLINA 401(k) RETIREMENT SAVINGS PLAN

[As Restated Effective January 1, 2014]

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ALLINA 401(k) RETIREMENT SAVINGS PLAN

ARTICLE 1

GENERAL

Sec. 1.1 Name and History of Plan. The name of the discretionary contribution profit sharing plan set forth herein is Allina 401(k) Retirement Savings Plan. It is sometimes herein referred to as the "Plan". Prior to January 1, 2009, the Plan was known as the Allina 401(k) Matched Savings Plan. Prior to January 1, 1994, the Plan was known as the Health One Corporation Matched Savings Plan. Effective as of January 1, 1994, the LifeSpan Affiliates 401(k) Plan and the Comprehensive Medical Care, P.A. Salary Reduction Plan were merged with and into the Plan. Effective as of December 1, 1994, the MEDiCA Dedicated Employees Discretionary Profit Sharing Plan and the MEDiCA 401(k) Savings Plan were merged with and into the Plan. Effective July 1, 2008, the Aspen Medical Group Retirement Savings Plan was merged with and into the Plan. Effective July 1, 2009, the Quello Clinic, Ltd. 401(k) Profit Sharing Plan was merged with and into the Plan.

Sec. 1.2 Purpose. The Plan has been established so that eligible employees may have an additional source of retirement income.

Sec. 1.3 Effective Date. The "Effective Date" of the Plan, the date as of which the Plan was established, is January 1, 1989.

Sec. 1.4 Company. The "Company" is Allina Health System (doing business as Allina Hospitals & Clinics), a Minnesota nonprofit corporation, and any Successor Employer thereof. Prior to July 27, 1994, the Company as known as HealthSpan Health Systems Corporation.

Sec. 1.5 Participating Employers. The Company is a Participating Employer. With the consent of the Company, any employer affiliated with the Company may also become a Participating Employer in the Plan effective as of the date specified by it in its adoption of the Plan. Any Successor Employer to a Participating Employer shall also be a Participating Employer in the Plan. The Participating Employers on January 1, 2015 are:

Allina Health System (doing business as Allina Health)
Allina Specialty Associates, Inc.
Accounts Receivable Services LLC

Sec. 1.6 Construction and Applicable Law. The Plan is intended to meet the requirements for qualification under section 401(a) of the Code and the requirements applicable to qualified cash or deferred arrangements under section 401(k) of the Code. The Plan is also intended to be in full compliance with applicable requirements of ERISA. The Plan shall be administered and construed consistent with said intent. It shall also be construed and administered according to the laws of the State of Minnesota, without giving effect to its conflict of law rules, to the extent that such laws are not preempted by the laws of the United States of America. All controversies, disputes, and claims arising hereunder shall be submitted to the United States District Court for the District of Minnesota, except as otherwise provided in any trust agreement entered into with a Funding Agency. By participating in the Plan, or by asserting an entitlement to any right or benefit under the Plan, each Participant or Beneficiary consents to the United States District Court for the District of Minnesota's exercise of personal jurisdiction over him or her, and waives any argument that that forum is not a convenient forum in which to resolve the lawsuit. In the unlikely event that the United States District Court for the District of

Minnesota lacks jurisdiction over a lawsuit, however, the lawsuit may be brought in any federal, state, or foreign court that does have jurisdiction.

Sec. 1.7 Benefits Determined Under Provisions in Effect at Termination of Employment. Except as may be specifically provided herein to the contrary, benefits under the Plan attributable to service prior to a Participant's Termination of Employment shall be determined and paid in accordance with the provisions of the Plan as in effect as of the date the Termination of Employment occurred unless he or she becomes an Active Participant after that date and such active participation causes a contrary result under the provisions hereof. However, the provisions of this document shall apply to any such Participant to the extent necessary to maintain the qualified status of the Plan under Code section 401(a) or to comply with the requirements of ERISA.

Sec. 1.8 Effective Date of Document. Unless a different date is specified for some purpose in this document, the provisions of this Plan document are generally effective as of January 1, 2014. However, any provision necessary to comply with a requirement of the Code, ERISA, or other federal legislation, or a Treasury regulation, which requirement has an earlier effective date, shall be effective retroactively to the date required by the applicable law or regulation.

ARTICLE II

MISCELLANEOUS DEFINITIONS

Sec. 2.1 Account. "Account" means a Participant's or Beneficiary's interest in the Fund of any of the types described in Sec. 7.1.

Sec. 2.2 Active Participant. An employee is an "Active Participant" only while he or she is both a Participant and a Qualified Employee.

Sec. 2.3 Affiliate. "Affiliate" means any trade or business entity under Common Control with the Company or a Participating Employer, or under Common Control with a Predecessor Employer while it is such.

Sec. 2.4 Beneficiary. "Beneficiary" means the person or persons designated as such pursuant to the provisions of Article VIII.

Sec. 2.5 Board. The "Board" is the board of directors of the Company, and includes the Human Resources Committee or any successor committee thereof authorized to act for said board of directors with respect to this Plan.

Sec. 2.6 Certified Earnings. "Certified Earnings" of a Participant from a Participating Employer for a Plan Year means the amount determined by the Participating Employer and reported to the Company to be the total earnings paid to the Participant by the Participating Employer during such Plan Year for service as an Active Participant, subject to the following:

(a) Certified Earnings include Salary Reduction Contributions to this Plan, earnings received due to short-term disability and any contributions made by salary reduction to any other plan which meets the requirements of Code sections 125, 132(f)(4), 401(k), 402(h)(1)(B), or 403(b), whether or not such contributions are actually excludable from the Participant's gross income for federal income tax purposes. Certified Earnings do not include Nonelective Employer Contributions or Matching Contributions to this Plan.

(b) Allowances or reimbursements for expenses, severance pay, imputed income attributable to employer provided life insurance, payments or contributions to or for the benefit of the employee under any other deferred compensation, pension, profit sharing, insurance (including worker's compensation benefits or disability benefits), or other employee benefit plan, moving allowances, sign-on bonuses, merchandise or service discounts, non-cash employee awards, benefits in the form of property or the use of property, or other similar fringe benefits shall not be included in computing Certified Earnings, except as provided in subsection (a) or to the extent such amounts are required to be included in determining the employee's regular rate of pay under the Federal Fair Labor Standards Act for purposes of computing overtime pay thereunder.

(c) Effective for Plan Years commencing during or after 2014, Certified Earnings of a Participant for a Plan Year shall not exceed $260,000, adjusted for each Plan Year to take into account any increase provided for that year in accordance with the Code and regulations prescribed by the Secretary of the Treasury. The dollar increase in effect on January 1 of any calendar year shall apply to Plan Years beginning in that calendar year. If a Plan Year is shorter than 12 months, the limit under this subsection for that year shall

be multiplied by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is 12.

(d) With respect to individuals who were eligible to participate in Nonelective Employer Contributions under the Allina 403(b) Retirement Savings Plan immediately prior to November 26, 2010 and who become eligible to participate in this Plan as of 3 p.m. central time on November 26, 2010, Certified Earnings for purposes of Sec. 5.3(a) and (b) shall take into account Certified Earnings for the 2010 Plan Year since the Participant was eligible to participate pursuant to Sec. 4.1(a)(3) of this Plan or Sec. 4.1(a)(3) of the Allina 403(b) Retirement Savings Plan.

(e) A Participant receiving a differential wage payment (as described in Code § 414(u)(12)) shall be treated as an employee of the Company or Participating Employer making the differential wage payment for purposes of this Plan and the differential wage payment shall be treated as Certified Earnings.

Sec. 2.7 Code. "Code" means the Internal Revenue Code of 1986 as from time to time amended.

Sec. 2.8 Common Control. A trade or business entity (whether a corporation, partnership, sole proprietorship or otherwise) is under "Common Control" with another trade or business entity (i) if both entities are corporations which are members of a controlled group of corporations as defined in Code section 414(b), or (ii) if both entities are trades or businesses (whether or not incorporated) which are under common control as defined in Code section 414(c), or (iii) if both entities are members of an affiliated service group as defined in Code section 414(m), or (iv) if both entities are required to be aggregated pursuant to regulations under Code section 414(o). Service for all entities under Common Control shall be treated as service for a single employer to the extent required by the Code; provided, however, that an individual shall not be a Qualified Employee by reason of this section. In applying the first sentence of this section for purposes of Article VI, the provisions of subsections (b) and (c) of section 414 of the Code are deemed to be modified as provided in Code section 415(h).

Sec. 2.9 ERISA. "ERISA" means the Employee Retirement Income Security Act of 1974 as from time to time amended.

Sec. 2.10 Fund. "Fund" means the aggregate of assets described in Sec. 11.1.

Sec. 2.11 Funding Agency. "Funding Agency" is a trustee or trustees or an insurance company appointed and acting from time to time in accordance with the provisions of Sec. 11.2 for the purpose of holding, investing, and disbursing all or a part of the Fund.

Sec. 2.12 Highly Compensated Employee. "Highly Compensated Employee" for any Plan Year means an individual described as such in Code section 414(q).

(a) Unless otherwise provided in Code section 414(q), each employee who meets one of the following requirements is a "Highly Compensated Employee":

(1) The employee at any time during the current or prior Plan Year was a more than 5-percent owner as defined in Code section 414(q)(2), or was the spouse, child, parent or grandparent of such an owner to whom the owner's stock is attributed pursuant to Code section 318 (regardless of the Compensation of the owner or family member).

(2) The employee received Compensation from the employer in excess of $115,000 for the prior Plan Year in the case of determinations for Plan Years commencing in 2014 or later.

(3) The individual is a former employee who had a separation year prior to the current Plan Year and such individual performed services for the employer and was a Highly Compensated Employee for either (i) such separation year, or (ii) any Plan Year ending on or after the individual's 55th birthday. A "separation year" is the Plan Year in which the individual separates from service with the employer. With respect to an individual who separated from service before January 1, 1987, the individual will be included as a Highly Compensated Employee only if the individual was a more than 5-percent owner or received Compensation in excess of $50,000 during (i) the employee's separation year (or the year preceding such separation year), or (ii) any year ending on or after such individual's 55th birthday (or the last year ending before such individual's 55th birthday).

(b) The dollar amount specified in paragraphs (2) of subsection (a) shall be indexed for cost of living increases for each calendar year after 2008 as provided in the applicable Treasury regulations. For any Plan Year, the applicable dollar amount shall be the dollar amount in effect for the calendar year in which the Plan Year commences.

(c) For purposes of this section, "employer" includes the Company, all Participating Employers, and all Affiliates, and "employee" includes Leased Employees.

(d) Compensation means the amount defined as such under Sec. 6.1(e).

Sec. 2.13 Leased Employee. "Leased Employee" means any person defined as such by Code section 414(n). In general, a Leased Employee is any person who is not otherwise an employee of the Company, a Participating Employer, or an Affiliate (referred to collectively as the "recipient") and who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code section 414(n)(6)) on a substantially full-time basis for a period of at least one year and such services are performed under primary direction or control by the recipient. For purposes of the requirements listed in Code section 414(n)(3), any Leased Employee shall be treated as an employee of the recipient, and contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient shall be treated as provided by the recipient. However, if Leased Employees constitute less than 20% of the Participating Employers' non-highly compensated work force within the meaning of Code section 414(n)(5)(C)(ii), those Leased Employees covered by a plan described in Code section 414(n)(5) shall be disregarded. Notwithstanding the foregoing, no Leased Employee shall be a Qualified Employee or a Participant in this Plan.

Sec. 2.14 Named Fiduciary. The Company is a "Named Fiduciary" for purposes of ERISA with authority to control or manage the operation and administration of the Plan, including control or management of the assets of the Plan. Other persons are also Named Fiduciaries under ERISA if so provided thereunder or if so identified by the Company, by action of the Board. Such other person or persons shall have such authority to control or manage the operation and administration of the Plan, including control or management of the assets of the Plan, as may be provided by ERISA or as may be allocated by the Company, by action of the Board.

Sec. 2.15 Non-Highly Compensated Employee. "Non-Highly Compensated Employee" means an employee of the Participating Employers who is not a Highly Compensated Employee.

Sec. 2.16 Normal Retirement Age. "Normal Retirement Age" is age 65.

Sec. 2.17 Participant. A "Participant" is an individual described as such in Article IV.

Sec. 2.18 Plan Year. A "Plan Year" is the 12-consecutive-month period commencing on January 1.

Sec. 2.19 Predecessor Employer. Any corporation, partnership, firm, or individual, a substantial part of the assets and employees of which are acquired by a successor is a "Predecessor Employer" if named in this section, subject to any conditions and limitations with respect thereto imposed by this section, or to the extent so provided in any agreement of merger or acquisition entered into by the Company or a Participating Employer; provided, however, that any such corporation, partnership, firm, or individual may be named as a Predecessor Employer only if all of its employees who at the time of the acquisition become employees of the successor and Participants hereunder are treated uniformly, the use of service with it does not produce discrimination in favor of Highly Compensated Employees, and there is no duplication of benefits for such service. To be considered a Predecessor Employer, the acquisition of assets and employees of a corporation, partnership, firm, or individual must be by the Company, by a Participating Employer, by an Affiliate, or by another Predecessor Employer. Each of the following is a Predecessor Employer for the period prior to the date indicated and subject to such other conditions and limitations, if any, specified with respect thereto:

(a) LifeSpan, Inc., and any of its affiliates (other than Hutchinson Community Hospital) on March 1, 1993, shall be a Predecessor Employer with respect to any individual who was an employee of LifeSpan, Inc., or any of such affiliates on February 28, 1993.

(b) Comprehensive Medical Care, P.A. shall be a Predecessor Employer with respect to any individual who was an employee of Comprehensive Medical Care, P.A. on January 1, 1994.

(c) MEDiCA shall be a Predecessor Employer will respect to any individual who was an employee of MEDiCA prior to July 27, 1994.

Any other employer shall be a Predecessor Employer if so required by regulations prescribed by the Secretary of the Treasury.

Sec. 2.20 Qualified Employee. "Qualified Employee" means any employee of a Participating Employer, subject to the following:

(a) An employee is not a Qualified Employee prior to the date as of which his or her employer becomes a Participating Employer.

(b) Prior to November 26, 2010, an employee of Allina Health System or Allina Medical Clinic with an Employment Commencement Date prior to September 18, 2010 is a Qualified Employee only with respect to service as an employee in the Allina Community Pharmacies business unit or the Allina Home Oxygen & Medical Equipment

business unit. Effective November 26, 2010, any employee of Allina Health System or Allina Medical Clinic may be a Qualified Employee, regardless of whether service is with the Allina Community Pharmacies business unit, the Allina Home Oxygen & Medical Equipment business unit or any other business unit of the Company.

(c) An individual who is classified by the Participating Employer as a "volunteer", even if otherwise considered an employee, is not a Qualified Employee.

(d) A nonresident alien within the meaning of Code section 7701(b)(1)(B) while not receiving earned income (within the meaning of Code section 911(d)(2)) from a Participating Employer which constitutes income from sources within the United States (within the meaning of Code section 861(a)(3)) is not a Qualified Employee.

(e) An employee who is classified by the Participating Employer as a "chaplain" is not a Qualified Employee unless a written employment contract with the chaplain specifically provides for his or her inclusion in this Plan. Effective May 1, 2014, an employee who is classified by the Participating Employer as a "chaplain" is a Qualified Employee unless a written agreement with the chaplain specifically provides for his or her inclusion in a church plan (within the meaning of Code section 414(e)).

(f) An employee is not a Qualified Employee unless his or her services are performed within the continental United States (including Alaska) or Hawaii, or the principal base of operations to which the employee frequently returns is within the continental United States (including Alaska) or Hawaii.

(g) Eligibility of employees in a collective bargaining unit to participate in the Plan is subject to negotiations with the representative of that unit. During any period that an employee is covered by the provisions of a collective bargaining agreement between a Participating Employer and such representative, the employee shall not be considered a Qualified Employee for purposes of this Plan unless such agreement expressly so provides. For purposes of this section only, such an agreement shall be deemed to continue after its formal expiration during collective bargaining negotiations pending the execution of a new agreement.

(h) An employee shall be deemed to be a Qualified Employee during a period of absence from active service which does not result from a Termination of Employment, provided he or she is a Qualified Employee at the commencement of such period of absence.

(i) Notwithstanding anything herein to the contrary, an individual is not a Qualified Employee during any period during which the individual is classified by a Participating Employer as an independent contractor, as an employee of another entity whose services are leased to a Participating Employer, or as any other status in which the person is not treated as a common law employee of a Participating Employer for purposes of withholding of taxes, regardless of the correct legal status of the individual. The previous sentence applies to all periods of such service of an individual who is subsequently reclassified as an employee, whether the reclassification is retroactive or prospective.

(j) An employee who has taken a vow of poverty and has notified the Participating Employer is not a Qualified Employee.

(k) Any employee whose written employment agreement provides that he or she is not eligible for participation in the Plan is not a Qualified Employee.

Sec. 2.21 Successor Employer. A "Successor Employer" is any entity that succeeds to the business of the Company or a Participating Employer through merger, consolidation, acquisition of all or substantially all of its assets, or any other means and which elects before or within a reasonable time after such succession, by appropriate action evidenced in writing, to continue the Plan; provided, however, that in the case of such succession with respect to any Participating Employer, the acquiring entity shall be a Successor Employer only if consent thereto is granted by the Company, by action of the Board or a duly authorized officer.

Sec. 2.22 Top-Heavy Plan. "Top-Heavy Plan" is defined in Sec. 14.2(a).

Sec. 2.23 Valuation Date. "Valuation Date" means each day the New York Stock Exchange is open for business and is the date on which the Fund and Accounts are valued as provided in Article VII.

ARTICLE III

SERVICE PROVISIONS

Sec. 3.1 Employment Commencement Date. "Employment Commencement Date" means the date on which an employee first performs an Hour of Service for the Company, a Participating Employer (whether before or after the Participating Employer becomes such), an Affiliate, or a Predecessor Employer. The date on which an employee first performs an Hour of Service after a 1-Year Break in Service is also an "Employment Commencement Date".

Sec. 3.2 Termination of Employment. The "Termination of Employment" of an employee for purposes of the Plan shall be deemed to occur upon resignation, discharge, retirement, death, failure to return to active work at the end of an authorized leave of absence or the authorized extension or extensions thereof, failure to return to work when duly called following a temporary layoff, or upon the happening of any other event or circumstance which, under the policy of the Company, a Participating Employer, Affiliate, or Predecessor Employer as in effect from time to time, results in the termination of the employer-employee relationship; provided, however, that a Termination of Employment shall not be deemed to occur upon a transfer between any combination of the Company, Participating Employers, Affiliates, and Predecessor Employers.

Sec. 3.3 Hours of Service. "Hours of Service" are determined according to the following subsections with respect to each applicable computation period. The Company may round up the number of Hours of Service at the end of each computation period or more frequently as long as a uniform practice is followed with respect to all employees determined by the Company to be similarly situated for compensation, payroll, and recordkeeping purposes.

(a) Hours of Service are computed only with respect to service with the Company, Participating Employers (for service both before and after the Participating Employer becomes such), Affiliates, and Predecessor Employers and are aggregated for service with all such employers.

(b) For any portion of a computation period during which a record of hours is maintained for an employee, Hours of Service shall be credited as follows:

(1) Each hour for which the employee is paid, or entitled to payment, for the performance of duties for his or her employer during the applicable computation period is an Hour of Service.

(2) Each hour for which the employee is paid, or entitled to payment, by his or her employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, severance, jury duty, military duty, or leave of absence, is an Hour of Service. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours of Service shall not be credited under this paragraph with respect to payments under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws or with respect to a payment which solely reimburses the individual for medical or medically related expenses incurred by the employee.

(3) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the employer is an Hour of Service. Such Hours of Service shall be credited to the computation period or periods to which the award or agreement for back pay pertains, rather than to the computation period in which the award, agreement, or payment is made. Crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in paragraph (2) shall be subject to the limitations set forth therein.

(4) Hours under this subsection shall be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations, which are incorporated herein by this reference.

(5) The Company may use any records to determine Hours of Service which it considers an accurate reflection of the actual facts.

Notwithstanding the foregoing, if permitted by regulations promulgated by the Secretary of Labor, in cases where the computation period is the Plan Year, the hours for which payment is made pursuant to an employer's regular payroll system shall be credited to the computation period in which the payment for such hours is considered to have been made for federal employment tax purposes.

(c) For any portion of a computation period during which an employee is within a classification for which a record of hours for the performance of duties is not maintained, the employee shall be credited with 190 Hours of Service for each month for which he or she would otherwise be credited with at least one Hour of Service under subsection (b).

(d) Nothing in this section shall be construed as denying an employee credit for an Hour of Service if credit is required by any federal law other than ERISA. The nature and extent of such credit shall be determined under such other law.

(e) In no event shall duplicate credit as an Hour of Service be given for the same hour.

(f) This subsection shall apply to an individual who has service as (i) either a common law employee or a Leased Employee of (ii) the Company, a Participating Employer, or Affiliate. For purposes of determining Hours of Service, such an individual shall be considered an employee of the Company, the Participating Employer, or Affiliate during any period he or she would have been a Leased Employee of the Company, such Participating Employer or Affiliate but for the requirement that he or she must have performed services for the Company, such Participating Employer or Affiliate on a substantially full-time basis for a period of at least one year. If this Plan is a multiple employer plan as defined in section 2530.210 of the Department of Labor Regulations, service as a leased individual with more than one legal entity shall be aggregated only in accordance with the rules set forth in said section.

Sec. 3.4 Eligibility Computation Period. An employee's first Eligibility Computation Period is the 12-consecutive-month period beginning on his or her Employment Commencement Date. The second Eligibility Computation Period is the Plan Year commencing in said 12-consecutive-month period. Each subsequent Plan Year prior to the end of the Plan Year in which the employee has a 1-Year Break In Service is an Eligibility Computation Period. If subsequent to a 1-Year Break In Service the

employee has another Employment Commencement Date, Eligibility Computation Periods for the period beginning on such date shall be computed as though such date were the employee's first Employment Commencement Date.

Sec. 3.5 Year of Eligibility Service. A "Year of Eligibility Service" is an Eligibility Computation Period in which an employee has at least 1,000 Hours of Service.

Sec. 3.6 Periods of Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

ARTICLE IV

PLAN PARTICIPATION

Sec. 4.1 Eligibility for Participation. Eligibility to participate in the Plan shall be determined as follows:

(a) An employee of a Participating Employer shall become a Participant in the Plan with respect to various types of contributions as follows:

(1) For purposes of eligibility for Salary Reduction Contributions pursuant to Sec. 5.1, as of the employee's Employment Commencement Date (on or after the date the Plan becomes effective with respect to his or her Participating Employer) if the individual is a Qualified Employee on such date. If the employee is not a Qualified Employee as of the Employment Commencement Date, the employee shall become a Participant, for purposes of eligibility for Salary Reduction Contributions pursuant to Sec. 5.1, on the earliest date (on or after the date the Plan became effective with respect to the employee's Participating Employer) on which the employee becomes a Qualified Employee.

(2) If a Qualified Employee is employed on the employee's Employment Commencement Date in a job classification in which the employee is regularly scheduled to work 1,000 or more Hours of Service in a twelve month period, then the employee shall become a Participant in the Plan, for purposes of eligibility for Matching Contributions pursuant to Sec. 5.2 (but subject to the vesting requirements of Sec. 9.2), as of the Qualified Employee's Employment Commencement Date. Any other employee of a Participating Employer shall become a Participant in the Plan, for purposes of eligibility for Matching Contributions pursuant to Sec. 5.2 (but subject to the vesting requirements of Sec. 9.2), on the earliest date (on or after the date the plan becomes effective with respect to his or her Participating Employer) as of which the employee (i) is a Qualified Employee and (ii) has completed one Year of Eligibility Service.

(3) Any Qualified Employee of a Participating Employer shall become a Participant in the Plan, for purposes of eligibility for Nonelective Employer Contributions pursuant to Sec. 5.3 (but subject to the vesting requirements of Sec. 9.2) for the Plan Year 2009 and thereafter, on the first day of the month following the date (on or after the date the plan becomes effective with respect to his or her Participating Employer) as of which the employee (i) is a Qualified Employee, (ii) has attained age 21 and (iii) has completed one Year of Eligibility Service.

(b) If a former Participant is reemployed and meets the requirements of subsection (a) on the date of rehire, the employee will become a Participant again on that date.

(c) If a former employee who was not previously a Participant is reemployed as a Qualified Employee, if the employee meets the requirements of subsection (a) on the date of rehire, the employee shall become a Participant on the date of rehire.

(d) If an employee of the Company, a Participating Employer or an Affiliate who is neither a Participant nor a Qualified Employee is transferred to a position in which he or she is a

Qualified Employee, and if the employee would have met the eligibility requirements of subsection (a) prior to the transfer had he or she been a Qualified Employee prior to the transfer, the employee shall become a Participant on the date of transfer. Furthermore, for purposes of the preceding sentence, any individual who became a Qualified Employee on November 26, 2010 pursuant to the amendment of Sec. 2.20(b) effective November 26, 2010, shall be treated as if the individual had transferred to a position in which he or she is a Qualified Employee as of 3 p.m. central time on November 26, 2010.

Sec. 4.2 Duration of Participation. A Participant shall continue to be such until the later of:

(a) The Participant's Termination of Employment.

(b) The date all benefits, if any, to which the Participant is entitled hereunder have been distributed from the Fund.

Sec. 4.3 No Guarantee of Employment. Participation in the Plan does not constitute a guarantee or contract of employment with the Participating Employers. Such participation shall in no way interfere with any rights the Participating Employers would have in the absence of such participation to determine the duration of an employee's employment.

ARTICLE V

CONTRIBUTIONS

Sec. 5.1 Salary Reduction Contributions. Each Active Participant may elect to have his or her Participating Employer make Salary Reduction Contributions on his or her behalf, subject to the following:

(a) The Participant may elect to have his or her current earnings reduced by any whole percent the Participant may designate, but not exceeding 100 percent of Certified Earnings; provided, however, that the earnings reduction for any pay period shall not exceed the net amount available to the Participant for that pay period after all other payroll reductions or deductions, whether required by law, elected by the Participant, or pursuant to any applicable agreement. This election shall be made pursuant to a salary reduction agreement. The agreement shall be in such form and executed subject to such rules as the Company may prescribe. Each election shall apply only to earnings which become payable after the election is filed with the Company or its designated agent pursuant to this section. Each election shall continue in effect until a new election is filed pursuant to this section. If a Participant ceases to be a Qualified Employee and less than one Plan Year later again becomes a Qualified Employee, the previous election pursuant to this subsection (a) (including any automatic enrollment and automatic increase pursuant to subsection (b)) shall be reinstated, unless a new election is filed pursuant to this section. However, if a Participant ceases to be a Qualified Employee and one or more Plan Years later again becomes a Qualified Employee, the previous election pursuant to this subsection (a) shall not apply, and the Participant shall be treated the same as a new Participant (and subject to the automatic enrollment provisions of subsection (b)) for purposes of electing Salary Reduction Contributions.

(b) The following automatic enrollment rules (which are intended to meet the requirements for a "qualified automatic contribution arrangement" within the meaning of Code section 401(k)(13) and an "automatic contribution arrangement" within the meaning of Section 514(e)(2) of ERISA) shall apply with respect to an "Automatic Enrollment Participant." An "Automatic Enrollment Participant" is any Participant who has not affirmatively made an election pursuant to subsection (a), and who either (i) is employed on the employee's Employment Commencement Date, or as of a later job change, in a job classification designated as "benefits eligible" under the personnel policy of the Participant's Participating Employer or (ii) has completed one Year of Eligibility Service.

(1) Commencing January 1, 2012, each Participant who becomes an Automatic Enrollment Participant on or after October 1, 2011, will be deemed to have made an election under subsection (a) to have his or her current earnings reduced by four percent (4%) as of the 45th day following the date he or she becomes an Automatic Enrollment Participant (or January 1, 2012, if later), provided that the Company has given the Participant a notice that explains the automatic enrollment and the Participant's right to have a different rate of earnings reduction (or no earnings reduction), including an explanation of the procedure for exercising that right and the timing for implementation of any such election, and provided further that the Participant is given a reasonable period thereafter to elect to have a different rate of earnings reduction (or no earnings reduction).

(2) As of January 1, 2012, and each January 1 thereafter, each Automatic Enrollment Participant (excluding any with an affirmative election providing for annual increases or an affirmative election to opt-out of annual increases), determined before the last six months of the preceding Plan Year, who is deemed to have an election percentage of less than ten percent (10%) of current earnings pursuant to this subsection (b) will be deemed to have made an election to have his or her current earnings reduced by the percentage corresponding to the Participant's number of Years of Automatic Enrollment according to the following schedule:

I. Years of Automatic Enrollment	II. Percentage of Certified Earnings
2	5%
3	6%
4	7%
5	8%
6	9%
7 or more	10%

A Year of Automatic Enrollment for this subsection includes each Plan Year since January 1, 2009 for which the Participant was an Automatic Enrollment Participant. If a Participant ceases to be an Automatic Enrollment Participant for one or more Plan Years, the Plan Years before the Participant is again an Automatic Enrollment Participant are excluded from Years of Automatic Enrollment.

(3) Each Participant who has a flat affirmative election of more than zero percent (0%) but less than ten percent (10%) of current earnings (excluding an affirmative election providing for annual increases or an affirmative election to opt-out of annual increases), determined before the last six months of the Plan Year, will be deemed as of the subsequent January 1 on or after January 1, 2013 to have made an election to have his or her current earnings reduction increased by one percentage point.

(4) Notwithstanding the above, the automatic enrollment rules of this subsection (b) shall apply with respect to Participants who participate in the Plan pursuant to a collective bargaining agreement, and who are designated as "benefits eligible" by the applicable agreement, only to the extent so provided pursuant to an agreement between the Participating Employer and collective bargaining representative.

(c) Each Participating Employer will make a Salary Reduction Contribution with respect to each Participant in its employ who elects (or is deemed to have elected pursuant to subsection (b)) to have earnings for that period reduced pursuant to this section. The amount of the contribution will be equal to the amount by which the Participant's earnings were reduced.

(d) The salary reduction agreement may be effective as of the date on which the employee becomes a Participant or the first day of any subsequent month; provided that the employee has filed the agreement prior to the effective date during the election period established by the Company. Notwithstanding the foregoing, an employee who becomes

a Participant pursuant to Sec. 4.2(b), (c), or (d) may file a salary reduction agreement during the election period established by the Company following the date he or she becomes a Participant, which shall be effective as of the first payroll period following the date the agreement is filed.

(e) An Active Participant may amend his or her salary reduction agreement to increase or decrease the contribution rate by filing an approved amendment election pursuant to this section prior to the effective date.

(f) An Active Participant may discontinue making Salary Reduction Contributions at any time by filing an election pursuant to this section. That election shall be effective as soon as administratively feasible after it is filed. The Participant may thereafter resume Salary Reduction Contributions as of any subsequent date by filing a new salary reduction agreement prior to the effective date during the election period established by the Company.

(g) All Salary Reduction Contributions by a Participant shall cease when the Participant ceases to be a Qualified Employee.

(h) Salary Reduction Contributions by a Participant for any calendar year may not exceed the dollar limit set forth in Code section 402(g) (e.g., $17,500 in 2014), and shall cease at the point that limit is reached during the year. The dollar limit in the previous sentence shall be adjusted for any cost of living increases provided for any calendar year in accordance with regulations issued by the Secretary of the Treasury in accordance with Code section 402(g). The limit in this subsection does not apply to any Catch-up Contributions permitted by the Plan which are subject to Code section 414(v) and subsection (k) of this section.

(i) Notwithstanding the foregoing provisions, if the Participant has received a hardship distribution from this Plan in accordance with Sec. 9.4(a) or from any other plan maintained by a Participating Employer or an Affiliate, Salary Reduction Contributions on behalf of the Participant shall be suspended in accordance with Sec. 9.4(a)(1)(B)(iii).

(j) If a Participant's Salary Reduction Contributions are suspended under subsection (i), the Participant may elect to resume making Salary Reduction Contributions following the end of the applicable suspension period by submitting a new election to the Company or its designated agent in accordance with this section. If the Participant does not submit a new election, the Participant shall be deemed to have made an election under subsection (a) immediately following the end of the applicable suspension period to have his or her current earnings reduced by the percentage provided under subsection (b) (including any increase that would have occurred during such suspension period).

(k) Each Participant who is eligible to make Salary Reduction Contributions under this section for a Plan Year and who will have attained age 50 on or before the last day of the Plan Year may elect to make Catch-up Contributions in accordance with, and subject to the limitations of, Code section 414(v) and any applicable Treasury regulations or IRS Notices or Announcements. Catch-up Contributions by a Participant shall be limited to $5,500 for the Plan Year commencing in 2014, as adjusted for subsequent Plan Years to reflect any increases provided in accordance with the Code or regulations issued by the Secretary of the Treasury. Such Catch-up Contributions shall be disregarded for

purposes of the limitations under Code sections 402(g) and 415, and for purposes of applying Sections 5.1(h), 5.5 and 6.1 of this Plan. The Plan shall not be treated as failing to satisfy the requirements of Code sections 401(a)(4), 401(k)(3), 401(k)(13), 410(b) or 416, Sec. 5.4 (as in effect prior to January 1, 2009) or Article XIV of this Plan, or any other provision of this Plan implementing said Code provisions, by reason of the making of such Catch-up Contributions. Catch-up Contributions shall be made pursuant to such rules and procedures as the Company may establish from time to time, which shall be consistent with the Code and any applicable regulations.

Sec. 5.2 Matching Contributions. The Participating Employers shall make Matching Contributions as follows:

(a) The Participating Employers will make Matching Contributions to match Salary Reduction Contributions for each Participant eligible to participate pursuant to Sec. 4.1(a)(2), other than for Participants who are subject to subsection (b), according to the following schedule:

I. For Salary Reduction Contributions representing the following percentages the Participant's Certified Earnings for the Plan Year	II. The Matching Contribution will be the following percent of the Participant's Salary Reduction Contributions in this Bracket:
The first 4%	50%
Above 4%	None

The Matching Contribution on behalf of a Participant for any Plan Year shall not exceed 2% of the Participant's Certified Earnings for the Plan Year. For purposes of determining Matching Contributions with respect to Salary Reduction Contributions above 4% of Certified Earnings for the 2010 Plan Year for any Participant who became a Participant pursuant to the provisions of Sec. 4.1(d), any Salary Reduction Contributions and Matching Contributions under the Allina 403(b) Retirement Savings Plan for the 2010 Plan Year shall be taken into account as if such contributions had been made to this Plan.

(b) With respect to Participants who participate in the Plan pursuant to a collective bargaining agreement between a Participating Employer and SEIU Healthcare Minnesota (with the exception of employees in (1) service and maintenance and technical units at Aspen Medical Group, (2) pharmacists units at Abbott Northwestern Hospital, Mercy Hospital, and Unity Hospital, (3) other units not referenced in the collective bargaining agreement providing for Matching Contributions under this Plan, or (4) prior to January 1, 2011, licensed practical nurse units at Abbott Northwestern Hospital, Phillips Eye Institute, or United Hospital) the Participating Employers will make Matching Contributions to match each such Participant's Salary Reduction Contributions according to the following schedule:

I. For Salary Reduction Contributions representing the following percentages the Participant's Certified Earnings for the Plan Year	II. The Matching Contribution will be the following percent of the Participant's Salary Reduction Contributions in this Bracket:
The first 2%	50%
Above 2%	None

The Matching Contribution on behalf of a Participant for any Plan Year shall not exceed 1% of the Participant's Certified Earnings for the Plan Year. For purposes of determining Matching Contributions with respect to Salary Reduction Contributions above 2% of Certified Earnings for the 2010 Plan Year for any Participant who became a Participant pursuant to the provisions of Sec. 4.1(d), any Salary Reduction Contributions and Matching Contributions under the Allina 403(b) Retirement Savings Plan for the 2010 Plan Year shall be taken into account as if such contributions had been made to this Plan.

(c) To be eligible to receive Matching Contributions from a Participating Employer for a particular Plan Year, a Participant must have been an Active Participant at some time during the Plan Year and who has either completed one Year of Eligibility Service or is an Active Participant who is employed on the employee's Employment Commencement Date in a job classification in which the employee is regularly scheduled to work 1,000 or more Hours of Service in a twelve month period. Notwithstanding the above, no Matching Contributions shall be made on behalf of any Participant who participates in the Plan pursuant to a collective bargaining agreement except as provided in subsection (b) or as provided in the collective bargaining agreement.

(d) No Matching Contribution will be made with respect to any amount by which the Participant's Salary Reduction Contributions must be reduced pursuant to Sec. 5.4 (as in effect prior to January 1, 2009) or Sec. 5.5. Any such Matching Contributions which are made before the amount of the reduction is determined shall be forfeited and shall be applied as a credit against future contributions from the Participating Employers.

(e) Any Forfeitures attributable to a Participating Employer for a Plan Year which are not used to reinstate Accounts pursuant to Sec. 9.2(b) shall be credited against either the Participating Employer's Matching Contributions for that Plan Year, or as specified in Sec. 5.3.

Sec. 5.3 Nonelective Employer Contributions. For each Plan Year commencing on or after January 1, 2010, the Participating Employers shall make a Nonelective Employer Contribution to the Fund for each Plan Year on behalf of each Participant eligible to participate pursuant to Sec. 4.1(a)(3), other than for Participants who are subject to subsection (b), in accordance with the following:

(a) The amount of the Nonelective Employer Contribution on behalf of each eligible Participant, other than a Participant who is subject to subsection (b), shall be a percentage of the Participant's Certified Earnings for the Plan Year, taking into account Certified Earnings only after the Participant was eligible to participate pursuant to Sec. 4.1(a)(3), except as provided in subsection (e), determined from the following table based on the number of the Participant's Years of Vesting Service (as defined in Sec. 9.2(c)) as

of the last day of such Plan Year:

I. Years of Vesting Service	II. Percentage of Certified Earnings
Less than 5	3.0%
More than 5 and up to 10	3.5%
More than 10 and up to 15	4.0%
More than 15	4.5%

(b) The amount of the Nonelective Employer Contribution on behalf of each eligible Participant who participates in the Plan pursuant to a collective bargaining agreement between a Participating Employer and SEIU Healthcare Minnesota, and who is a technical employee at Owatonna Hospital or Unity Hospital, shall be a percentage of the Participant's Certified Earnings for the Plan Year, taking into account Certified Earnings only after the Participant was eligible to participate pursuant to Sec. 4.1(a)(3), except as provided in subsection (e), determined from the following table based on the number of the Participant's Years of Vesting Service (as defined in Sec. 9.2(c)) as of the last day of such Plan Year:

I. Years of Vesting Service	II. Percentage of Certified Earnings
Less than 16	1%
16 or more	2%

(c) To be eligible to receive an allocation of the Nonelective Employer Contribution from a Participating Employer for a particular Plan Year, the Participant must have (i) been an Active Participant at some time during the Plan Year, (ii) attained age 21 and (iii) completed one Year of Eligibility Service. Notwithstanding the above, no Nonelective Employer Contributions shall be made on behalf of any Participant who participates in the Plan pursuant to a collective bargaining agreement except as provided in subsection (b) or as provided in the collective bargaining agreement.

(d) Any Forfeitures attributable to a Participating Employer for a Plan Year which are not used to reinstate Accounts pursuant to Sec. 9.2(b) shall be credited against either the Participating Employer's Matching Contributions for that Plan Year or the Participating Employer's Nonelective Employer Contributions for that Plan Year.

(e) With respect to individuals who were eligible to participate in Nonelective Employer Contributions under the Allina 403(b) Retirement Savings Plan immediately prior to November 26, 2010 and who become eligible to participate in this Plan as of 3 p.m. central time on November 26, 2010, Certified Earnings for purposes of subsections (a) and (b) shall take into account Certified Earnings for the 2010 Plan Year since the Participant was eligible to participate pursuant to Sec. 4.1(a)(3) of this Plan or Sec. 4.1(a)(3) of the Allina 403(b) Retirement Savings Plan.

Sec. 5.4 Satisfaction of Code Section 401(k).

(a) Safe Harbor. For purposes of satisfying the requirements of Code section 401(k)(3), the Plan is required to be disaggregated for Active Participants in a collective bargaining unit and Active Participants who are not in such collective bargaining units. In the case of Active Participants who are not in a collective bargaining unit (described in subsection (b)) and not Early Participants (described in subsection (c)), the Plan is intended to satisfy the safe harbor requirements of Code section 401(k)(13). Accordingly, it is not necessary to satisfy the average deferral percentage test requirements of Code section 401(k) for this particular group of employees.

(b) Collective Bargaining Units. In the case of Active Participants in a collective bargaining unit, for purposes of Code section 402(e)(3) and determining whether there is a nonqualified cash or deferred arrangement subject to the tax treatment described in Treasury Regulation § 1.401(k)-1(a)(5), an average deferral percentage shall be calculated and Active Participants who are not in such collective bargaining units shall be disregarded in calculating the average deferral percentage. The remainder of this subsection (b) shall be applied separately and solely with respect to Participants in a collective bargaining unit who are required to be disaggregated pursuant to applicable Treasury Regulations.

(1) Each Plan Year, the "deferral percentage" will be calculated for each Active Participant. Each Participant's deferral percentage is calculated by dividing the amount referred to in subparagraph (A) by the amount referred to in subparagraph (B):

(A) The total Salary Reduction Contributions (including Excess Deferrals of Highly Compensated Employees distributed under Sec. 5.5, but excluding Excess Deferrals of Non-Highly Compensated Employees that arise solely from contributions made under plans of the Participating Employers or Affiliates and excluding any Catch-up Contributions made in accordance with Sec. 5.1(k)), if any, allocated to the Participant's Accounts with respect to the Plan Year.

(B) The Participant's Compensation with respect to the Plan Year. For purposes of this section, a Participant's "Compensation" for the Plan Year means compensation determined according to a definition selected by the Company for that year which satisfies the requirements of Code section 414(s). The same definition of Compensation shall be used for all Participants for a particular Plan Year, but different definitions may be used for different Plan Years. The Company shall also determine whether Compensation includes or does not include the Salary Reduction Contributions to this Plan and any contributions made pursuant to a salary reduction agreement by or on behalf of the Participant to any other plan which meets the requirements of Code sections 125, 132(f)(4), 401(k), 402(h)(1)(B), or 403(b), and whether or not it includes amounts paid prior to the date an individual became a Participant. Compensation shall be subject to the limit provided under Sec. 2.6(c).

(2) Each Plan Year, the average deferral percentage for Active Participants who are Highly Compensated Employees and the average deferral percentage for Active

Participants who are Non-Highly Compensated Employees will be calculated. The deferral percentage for each Participant and the average deferral percentage for a particular group of employees shall be calculated to the nearest one-hundredth of one percent. The average deferral percentage for Active Participants who are Non-Highly Compensated Employees that is used in applying this section for a particular Plan Year shall be the percentage determined for the current Plan Year.

(3) If the requirements of either subparagraph (A) or (B) are satisfied, then the arrangement is a qualified cash or deferred arrangement for such Plan Year:

(A) The average deferral percentage for Participants who are Highly Compensated Employees is not more than 1.25 times the average deferral percentage for Participants who are Non-Highly Compensated Employees.

(B) The excess of the average deferral percentage for Participants who are Highly Compensated Employees over the average deferral percentage for Participants who are Non-Highly Compensated Employees is not more than two percentage points, and the average deferral percentage for such Highly Compensated Employees is not more than 2 times the average deferral percentage for such Non-Highly Compensated Employees.

(4) If neither of the requirements of paragraph (3) is satisfied, then the arrangement is a nonqualified cash or deferred arrangement and the Salary Reduction Contributions with respect to Highly Compensated Employees shall be taxable to the affected Highly Compensated Employees in accordance with Treasury Regulation § 1.401(k)-1(a)(5). Notwithstanding the foregoing, if a Highly Compensated Employee who is to have his or her Salary Reduction Contributions included in taxable income for a Plan Year pursuant to this paragraph (4) is also eligible to make Catch-up Contributions under Sec. 5.1(k) and has not otherwise made the maximum Catch-up Contribution allowed for the Plan Year, then so much of such Salary Reduction Contribution amount as does not cause the Catch-up Contribution to exceed the maximum Catch-up Contribution allowed for the Participant for the Plan Year shall instead be recharacterized as Catch-up Contributions for the Participant for the Plan Year.

(5) The deferral percentage for any Participant who is a Highly Compensated Employee for the Plan Year, and who is eligible to participate in two or more plans with cash or deferred arrangements described in Code section 401(k) to which any Participating Employer or Affiliate contributes, shall be determined as if all employer contributions were made under a single arrangement unless mandatorily disaggregated pursuant to regulations under Code section 401(k). This paragraph (5) shall be applied by treating all cash or deferred arrangements with Plan Years ending within the same calendar year as a single arrangement.

(c) Early Participants. An "Early Participant" is an Active Participant who is not in a collective bargaining unit and who is ineligible to receive a Nonelective Employer Contribution for a Plan Year pursuant to Sec. 4.1(a)(3) because such Active Participant either has not attained age 21 or has not completed one Year of Eligibility Service. In the case of an Early Participant, an average deferral percentage shall be calculated, and

Active Participants described in subsection (a) and Active Participant in a collective bargaining unit described in subsection (b) shall be disregarded in calculating the average deferral percentage. The remainder of this subsection (c) shall be applied separately and solely with respect to Early Participants who are disaggregated pursuant to Treasury Regulation § 1.401(k)-3(h)(3).

(1) Each Plan Year, the "deferral percentage" will be calculated for each Early Participant. Each Early Participant's deferral percentage is calculated by dividing the amount referred to in subparagraph (A) by the amount referred to in subparagraph (B):

(A) The total Salary Reduction Contributions (including Excess Deferrals of Highly Compensated Employees distributed under Sec. 5.5, but excluding Excess Deferrals of Non-Highly Compensated Employees that arise solely from contributions made under plans of the Participating Employers or Affiliates and excluding any Catch-up Contributions made in accordance with Sec. 5.1(k)), if any, allocated to the Early Participant's Accounts with respect to the Plan Year.

(B) The Early Participant's Compensation with respect to the Plan Year. For purposes of this section, a Early Participant's "Compensation" for the Plan Year means compensation determined according to a definition selected by the Company for that year which satisfies the requirements of Code section 414(s). The same definition of Compensation shall be used for all Early Participants for a particular Plan Year, but different definitions may be used for different Plan Years. The Company shall also determine whether Compensation includes or does not include the Salary Reduction Contributions to this Plan and any contributions made pursuant to a salary reduction agreement by or on behalf of the Participant to any other plan which meets the requirements of Code sections 125, 132(f)(4), 401(k), 402(h)(1)(B), or 403(b), and whether or not it includes amounts paid prior to the date an individual became a Participant. Compensation shall be subject to the limit provided under Sec. 2.6(c).

(2) Each Plan Year, the average deferral percentage for Early Participants who are Highly Compensated Employees and the average deferral percentage for Early Participants who are Non-Highly Compensated Employees will be calculated. The deferral percentage for each Early Participant and the average deferral percentage for a particular group of employees shall be calculated to the nearest one-hundredth of one percent. The average deferral percentage for Early Participants who are Non-Highly Compensated Employees that is used in applying this section for a particular Plan Year shall be the percentage determined for the current Plan Year.

(3) If the requirements of either subparagraph (A) or (B) are satisfied, then no further action is needed under this subsection (c):

(A) The average deferral percentage for Early Participants who are Highly Compensated Employees is not more than 1.25 times the average

deferral percentage for Early Participants who are Non-Highly Compensated Employees.

(B) The excess of the average deferral percentage for Early Participants who are Highly Compensated Employees over the average deferral percentage for Early Participants who are Non-Highly Compensated Employees is not more than two percentage points, and the average deferral percentage for such Highly Compensated Employees is not more than 2 times the average deferral percentage for such Non-Highly Compensated Employees.

(4) If neither of the requirements of paragraph (3) is satisfied, then the Salary Reduction Contributions with respect to Early Participants who are Highly Compensated Employees shall be reduced as follows:

(A) The total reduction amount for purposes of this paragraph (4) shall be determined as the excess of (i) the aggregate dollar amount of Salary Reduction Contributions actually taken into account in computing the deferral percentages for such Highly Compensated Employees for the Plan Year over (ii) the maximum dollar amount of Salary Reduction Contributions for such Highly Compensated Employees permitted under paragraph (3) (determined by hypothetically reducing Salary Reduction Contributions made on behalf of such Highly Compensated Employees in order of the deferral percentages, beginning with the greatest of such percentages).

(B) The Salary Reduction Contributions of such Highly Compensated Employees who have the greatest dollar amount of Salary Reduction Contributions for the Plan Year shall be reduced to the extent necessary to reduce the amount to the next lower dollar amount of Salary Reduction Contributions contributed for such Highly Compensated Employee, unless a lesser reduction would be sufficient to equal the remaining total reduction amount. For purposes of this subparagraph (B), the greatest dollar amount is determined after distribution of any Excess Deferrals under Sec. 5.5.

(C) If the reduction in subparagraph (B) above does not result in aggregate reductions equal to the total reduction amount in subparagraph (A) above, this method of reductions shall be repeated one or more additional times until the aggregate amount of the reductions under this subsection is an amount equal to the total reduction amount in subparagraph (A). Notwithstanding anything in the foregoing provisions of this subsection to the contrary, such reduction shall be made in accordance with the methodology prescribed in Treasury Regulation § 1.401(k)-2(b)(2).

Notwithstanding the foregoing provisions of this paragraph (4), if an Early Participant who is a Highly Compensated Employee is to have his or her Salary Reduction Contributions reduced for a Plan Year pursuant to this paragraph (4) is also eligible to make Catch-up Contributions under Sec. 5.1(k) and has not otherwise made the maximum Catch-up Contribution allowed for the Plan Year, then so much of such reduction amount as does not cause the Catch-up Contribution to exceed the maximum Catch-up Contribution allowed for the

Early Participant for the Plan Year shall instead be recharacterized as Catch-up Contributions for the Early Participant for the Plan Year.

(5) At any time during the Plan Year, the Company may make an estimate of the amount of Salary Reduction Contributions by Early Participants who are Highly Compensated Employees that will be permitted under this section for the year and may reduce the percent specified in Sec. 5.1(a) or (b) for such Participants to the extent the Company determines in its sole discretion to be necessary to satisfy at least one of the requirements in paragraph (3) above.

(6) If Salary Reduction Contributions with respect to an Early Participant who is a Highly Compensated Employee are reduced pursuant to paragraph (4), the Excess Salary Reduction Contributions shall be distributed, subject to the following:

(A) For purposes of this subsection, "Excess Salary Reduction Contributions" mean the amount by which Salary Reduction Contributions for Early Participants who are Highly Compensated Employees have been reduced under paragraph (4), but does not include any amounts recharacterized as Catch-up Contributions.

(B) Excess Salary Reduction Contributions (adjusted for income or losses allocable thereto as specified in subparagraph (C) below, if any) shall be distributed to Participants on whose behalf such excess contributions were made for the Plan Year no later than the last day of the following Plan Year. Furthermore, the Company shall attempt to distribute such amount by the 15th day of the third month following the Plan Year for which the excess contributions were made to avoid the imposition on the Participating Employers of an excise tax under Code section 4979.

(C) Income or losses allocable to Excess Salary Reduction Contributions shall be equal to the amount of income or loss allocable to such excess amount for the Plan Year pursuant to Sec. 7.2 and Sec. 7.3.

(D) The amount of Excess Salary Reduction Contributions and income or losses allocable thereto which would otherwise be distributed pursuant to this subsection shall be reduced, in accordance with regulations, by the amount of Excess Deferrals and income or losses allocable thereto previously distributed to the Early Participant pursuant to Sec. 5.5 for the calendar year ending with or within the Plan Year.

(7) The deferral percentage for any Early Participant who is a Highly Compensated Employee for the Plan Year, and who is eligible to participate in two or more plans with cash or deferred arrangements described in Code section 401(k) to which any Participating Employer or Affiliate contributes, shall be determined pursuant to applicable Treasury regulations.

(8) If two or more plans which include cash or deferred arrangements are considered as one plan for purposes of Code section 401(a)(4) or Code section 410(b), the cash or deferred arrangements shall be treated as one for the purposes of applying the provisions of this section unless mandatorily disaggregated pursuant to regulations under Code section 401(k).

(9) If the entire Account balance of an Early Participant who is a Highly Compensated Employee has been distributed during the Plan Year in which an excess arose, the distribution shall be deemed to have been a corrective distribution of the excess and income attributable thereto to the extent that a corrective distribution would otherwise have been required under paragraph (6) of this subsection, Sec. 5.5 or Sec. 5.6(b)(6).

(10) A corrective distribution of excess contributions under paragraph (6) of this subsection, Excess Aggregate Contributions under Sec. 5.6(b)(6), or Excess Deferrals under Sec. 5.5 may be made without regard to any notice or Participant or spousal consent required under Article VIII or X.

(11) In the event of a complete termination of the Plan during the Plan Year in which an excess arose, any corrective distribution under paragraph (6) of this subsection or Sec. 5.6(b)(6) shall be made as soon as administratively feasible after the termination, but in no event later than 12 months after the date of termination.

Sec. 5.5 Distribution of Excess Deferrals. Notwithstanding any other provisions of the Plan, Excess Deferrals for a calendar year and income or losses allocable thereto shall be distributed no later than the following April 15 to Participants who claim such Excess Deferrals, subject to the following:

(a) For purposes of this section, "Excess Deferrals" means the amount of Salary Reduction Contributions for a calendar year that the Participant claims pursuant to the procedure set forth in subsection (b) because the total amount deferred for the calendar year, disregarding any Catch-up Contributions subject to Code section 414(v) and Sec. 5.1(k), exceeds $17,500 for 2014 (indexed for inflation for subsequent calendar years) or such other limit imposed on the Participant for that year under Code section 402(g).

(b) The Participant's written claim, specifying the amount of the Participant's Excess Deferral for any calendar year, shall be submitted to the Company no later than the March 1 following such calendar year. The claim shall include the Participant's written statement that if such amounts are not distributed, such Excess Deferrals, when added to amounts deferred under other plans or arrangements described in Code section 401(k), 403(b), or 408(k), exceed the limit imposed on the Participant by Code section 402(g) for the year in which the deferral occurred. A Participant shall be deemed to have submitted such a claim to the extent the Participant has Excess Deferrals for the calendar year taking into account only contributions under this Plan and any other plan maintained by a Participating Employer or an Affiliate.

(c) Excess Deferrals distributed to a Participant with respect to a calendar year shall be adjusted to include income or losses allocable thereto. Income or losses allocable to Excess Deferrals shall be equal to the amount of income or loss allocable to such excess amount for the Plan Year pursuant to Sec. 7.2 and Sec. 7.3. For Plan Year 2007, income or losses allocated to Excess Deferrals shall also include income or loss allocable to such amount for the period from the end of the Plan Year to a date established by the Company that is not more than seven days prior to the date of the distribution.

(d) The amount of Excess Deferrals and income allocable thereto which would otherwise be distributed pursuant to this section shall be reduced, in accordance with applicable regulations, by the amount of excess Salary Reduction Contributions and income allocable thereto previously distributed to the Participant pursuant to Sec. 5.4 as in effect prior to January 1, 2009 for the Plan Year beginning with or within such calendar year, and by the amount of any deferrals properly distributed as excess annual additions under Sec. 6.1.

Sec. 5.6 Satisfaction of Code Section 401(m).

(a) Safe Harbor. For each Plan Year beginning on or after January 1, 2009, for Active Participants who are not Early Participants (defined in Sec. 5.4(c)) the Plan is intended to satisfy the safe harbor requirements of Code section 401(m)(12). Accordingly, it is not necessary to satisfy the average contribution percentage test requirements of Code section 401(m), for this particular group of employees.

(b) Early Participants. After the provisions of Sec. 5.4 and Sec. 5.5 have been satisfied, in the case of an Early Participant the requirements set forth in this subsection must also be met. The remainder of this subsection (b) shall be applied separately and solely with respect to Early Participants who are disaggregated pursuant to Treasury Regulations § 1.401(m)-3(j)(3). If necessary to satisfy the requirements of Code section 401(m), Matching Contributions shall be adjusted in accordance with the following:

(1) Each Plan Year, the "contribution percentage" will be calculated for each Early Participant. Each Early Participant's contribution percentage is calculated by dividing the amount referred to in subparagraph (A) by the amount referred to in subparagraph (B).

(A) The total Matching Contributions under Sec. 5.2 (other than amounts included under Sec. 5.4(c)(1)(A)), if any, allocated to the Early Participant's Accounts with respect to the Plan Year. The Company may also elect to include all or part of the Salary Reduction Contributions to be allocated to the Early Participant's Accounts with respect to that Plan Year, provided that the requirements of Treasury Regulation §1.401(m)-2(a)(6) are satisfied and provided that the requirements of Sec. 5.4(c) are met before such contributions are used under this section and continue to be met after the exclusion for purposes of Sec. 5.4(c) of those contributions that are used to satisfy the requirements of this section. However, any Matching Contributions that are forfeited, either to correct excess contributions under paragraph (6) of this subsection, or because the contributions to which they relate are Excess Salary Reduction Contributions under Sec. 5.4(c) and Excess Deferrals under Sec. 5.5 shall be disregarded.

(B) The Early Participant's Compensation with respect to the Plan Year For purposes of this section, "Compensation" has the same meaning as provided in Sec. 5.4(c)(1)(B).

(2) Each Plan Year, the average contribution percentage for Early Participants who are Highly Compensated Employees and the average contribution percentage for Early Participants who are Non-Highly Compensated Employees will be

calculated. In each case, the average is the average of the percentages calculated under paragraph (1) for each of the employees in the particular group. The contribution percentage for each Early Participant and the average contribution percentage for a particular group of employees shall be calculated to the nearest one-hundredth of one percent. The average contribution percentage for Early Participants who are Non-Highly Compensated Employees that is used in applying this section for a particular Plan Year shall be the percentage determined for the current Plan Year.

(3) If the requirements of either subparagraph (A) or (B) are satisfied, then no further action is needed under this subsection (b):

(A) The average contribution percentage for Early Participants who are Highly Compensated Employees is not more than 1.25 times the average contribution percentage for Early Participants who are Non-Highly Compensated Employees.

(B) The excess of the average contribution percentage for Early Participants who are Highly Compensated Employees over the average contribution percentage for Early Participants who are Non-Highly Compensated Employees is not more than two percentage points, and the average contribution percentage for such Highly Compensated Employees is not more than 2 times the average contribution percentage for such Non-Highly Compensated Employees.

(4) If neither of the requirements of paragraph (3) is satisfied, then the Matching Contributions with respect to Early Participants who are Highly Compensated Employees shall be reduced as follows:

(A) The total reduction amount for purposes of this paragraph (4) shall be determined as the excess of (i) the aggregate dollar amount of Matching Contributions actually taken into account in computing the contribution percentages for such Highly Compensated Employees for the Plan Year over (ii) the maximum dollar amount of Matching Contributions for such Highly Compensated Employees permitted under paragraph (3) (determined by hypothetically reducing Matching Contributions made on behalf of such Highly Compensated Employees in order of the contribution percentages, beginning with the greatest of such percentages).

(B) The Matching Contributions of such Highly Compensated Employees who have the greatest dollar amount of Matching Contributions for the Plan Year shall be reduced to the extent necessary to reduce the amount to the next lower dollar amount of Matching Contributions contributed for such Highly Compensated Employee, unless a lesser reduction would be sufficient to equal the remaining total reduction amount.

(C) If the reduction in subparagraph (B) above does not result in aggregate reductions equal to the total reduction amount in subparagraph (A) above, this method of reductions shall be repeated one or more additional times until the aggregate amount of the reductions under this subsection is an amount equal to the total reduction amount in subparagraph (A).

Notwithstanding anything in the foregoing provisions of this subsection to the contrary, such reduction shall be made in accordance with the methodology prescribed in Treasury Regulation § 1.401(m)-2(b)(2).

(5) If contributions with respect to an Early Participant who is a Highly Compensated Employee are reduced pursuant to paragraph (4), the Excess Aggregate Contributions shall be treated as follows:

(A) For purposes of this subsection, "Excess Aggregate Contributions" mean the amount by which Matching Contributions must be reduced under paragraph (4).

(B) Excess Matching Contributions (adjusted for income or losses allocable thereto as specified in subparagraph (C) below, if any) shall be distributed to Participants on whose behalf such excess contributions were made for the Plan Year no later than the last day of the following Plan Year. Furthermore, the Company shall attempt to distribute such amount by the 15th day of the third month following the Plan Year for which the excess contributions were made to avoid the imposition on the Participating Employers of an excise tax under Code section 4979.

(C) Income or losses allocable to Excess Aggregate Contributions shall be determined in the same manner specified for Excess Salary Reduction Contributions under Sec. 5.4(c)(6)(C).

(6) The contribution percentage for any Early Participant who is a Highly Compensated Employee for the Plan Year, and who is eligible to make nondeductible employee contributions or to receive matching contributions under two or more plans described in Code section 401(a) that are maintained by the Participating Employers or any Affiliate, shall be determined as if all such contributions were made under a single arrangement unless mandatorily disaggregated pursuant to regulations under Code section 401(m).

(7) If two or more plans maintained by the Participating Employers or Affiliates are treated as one plan for purposes of satisfying the eligibility requirements of Code section 410(b), those plans must be treated as one plan for purposes of applying the provisions of this section unless mandatorily disaggregated pursuant to regulations under Code section 401(m).

Sec. 5.7 Time of Contributions. Salary Reduction Contributions, Matching Contributions, and Nonelective Employer Contributions by a Participating Employer for a Plan Year shall be paid to the Funding Agency no later than the time (including extensions thereof) prescribed by law for filing the employer's federal income tax return for the tax year in which the Plan Year ends. Salary Reduction Contributions shall be paid to the Funding Agency no later than 12 months following the end of the Plan Year, if earlier. In addition, Salary Reduction Contributions shall be paid to the Funding Agency by any earlier date that may be specified in Treasury or Department of Labor regulations.

Sec. 5.8 Allocations. Contributions under Sections 5.1, 5.2, and 5.3 shall be allocated to the Accounts of Participants as follows:

(a) Salary Reduction Contributions with respect to each Participant electing deferrals pursuant to Sec. 5.1 for a Plan Year shall be allocated to the 401-K Account of each such Participant as of the Valuation Date coinciding with or following the date they were deposited with the Funding Agency.

(b) Matching Contributions for a Plan Year, and the Forfeitures credited against such Contributions, shall be allocated to the Matching Account of each eligible Participant as of the Valuation Date coinciding with or following the date they were deposited with the Funding Agency.

(c) Nonelective Employer Contributions for a Plan Year, and any Forfeitures added to such contributions, shall be allocated to the Employer Contribution Account of each eligible Participant as of the last day of the Plan Year.

(d) Salary Reduction Contributions and Matching Contributions for a Plan Year which are deposited with the Funding Agency after the end of that Plan Year but prior to the deadline specified in Sec. 5.7 shall also be allocated to the appropriate 401-K Account or Matching Account as of the last day of that Plan Year.

Sec. 5.9 Limitations on Contributions. In no event shall the amount of a Participating Employer's contribution under this Article for any Plan Year exceed the lesser of:

(a) The maximum amount allowable as a deduction in computing its taxable income for that Plan Year for federal income tax purposes.

(b) The aggregate amount of the contributions by such Participating Employer that may be allocated to Accounts of Participants under the provisions of Article VI.

ARTICLE VI

LIMITATION ON ALLOCATIONS

Sec. 6.1 Limitation on Allocations. Notwithstanding any provisions of the Plan to the contrary, allocations to Participants under the Plan shall not exceed the maximum amount permitted under Code section 415. For purposes of the preceding sentence, the following rules shall apply unless otherwise provided in Code section 415:

(a) The Annual Additions with respect to a Participant for any Plan Year shall not exceed the lesser of:

(1) $52,000 for Plan Years commencing in 2014 or later, adjusted for each subsequent Plan Year to reflect cost of living increases for that Plan Year provided under Code section 415(d) or published by the Secretary of the Treasury.

(2) 100% of the Compensation of such Participant for the Plan Year. This paragraph (2) shall not apply to any contribution for medical benefits after separation from service within the meaning of Code sections 401(h) or 419A(f)(2) which is otherwise treated as an Annual Addition.

(b) If a Participant is also a participant in one or more other defined contribution plans maintained by the Company, a Participating Employer or an Affiliate, and if the amount of employer contributions and forfeitures otherwise allocated to the Participant for a Plan Year must be reduced to comply with the limitations under Code section 415, such allocations under this Plan and each of such other plans shall be reduced pro rata in the sequence specified in subsection (c), and pro rata within each category within that sequence, to the extent necessary to comply with said limitations, except that reductions to the extent necessary shall be made in allocations under profit sharing plans and stock bonus plans before any reductions are made under money purchase plans.

(c) For any Plan Year prior to January 1, 2008, if the limitation described in subsection (a) would otherwise be exceeded by contributions to this Plan with respect to any Participant, the Plan Administrator shall correct the Participant's Annual Additions as permitted under the Treasury Regulation § 1.415-6(b)(6) as in effect prior to July 1, 2007. For Plan Years commencing in 2008 or later, if the limitation described in subsection (a) would otherwise be exceeded by contributions to this Plan with respect to any Participant, the Plan Administrator shall correct the Participant's Annual Additions as permitted under Internal Revenue Service's Employee Plans Compliance Resolution System.

(d) For purposes of this section, "Annual Additions" means the sum of the following amounts allocated to a Participant for a Plan Year under this Plan and all other defined contribution plans maintained by the Company, a Participating Employer or an Affiliate in which he or she participates:

(1) Employer contributions, including Salary Reduction Contributions made under this Plan. Excess Salary Reduction Contributions, and Excess Aggregate Contributions which are distributed under the provisions of Article V are included in Annual Additions, but Excess Deferrals which are distributed under Sec. 5.5 are not included in Annual Additions.

(2) Forfeitures, if any.

(3) Voluntary non-deductible contributions, if any.

(4) Amounts attributable to medical benefits as described in Code sections 415(1)(2) and 419A(d)(2).

An Annual Addition with respect to a Participant's Accounts shall be deemed credited thereto with respect to a Plan Year if it is allocated to the Participant's Accounts under the terms of the Plan as of any date within such Plan Year. Annual Additions do not include any rollover contributions as defined in Code sections 402(c), 403(a)(4), 403(b)(8) or 457(e)(16), or in any other provision of the Code which may allow rollover contributions to be made to this Plan from time to time. For Plan Years commencing in 2002 or later, any catch-up contributions under Code section 414(v) and Sec. 5.1(k) shall be disregarded in determining Annual Additions.

(e) For purposes of this section, "Compensation" means an employee's earned income, wages, salaries, fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Participating Employers and Affiliates to the extent that the amounts are includible in gross income (including, but not limited to, commissions, compensation for services on the basis of a percentage of profits, tips, bonuses, fringe benefits, reimbursements or other expense allowances under a nonaccountable plan described in Treasury Regulation § 1.62-2(c), back pay for the year in which it relates, and any severance payments that are paid by the later of 2½ months after the Qualified Employee's severance from employment or the end of the plan or limitation year that includes the date of severance that is for regular compensation for services during the Qualified Employee's regular working hours or for those services outside regular working hours, commissions, bonuses or similar payment and would have been paid to the employee if the employee had continued to work with the Participating Employer or Affiliate). However, Compensation excludes any employer contributions to a plan of deferred compensation which are not includible in the employee's gross income for the taxable year in which contributed, any distributions from a plan of deferred compensation, and any other amounts which receive special tax benefits, except that Compensation includes the Salary Reduction Contributions to this Plan and any other elective deferrals or salary reduction contributions which are not includible in the gross income of the employee under Code sections 132(f)(4), 125, 401(k), 402(h)(1)(B), 403(b) or 457.

ARTICLE VII

INDIVIDUAL ACCOUNTS

Sec. 7.1 Accounts for Participants. The following Accounts may be established under the Plan for a Participant:

(a) A 401-K Account, a Matching Account, and an Employer Contribution Account shall be established for each Participant who makes or receives contributions allocable to such an Account. Any 401-K Account under the LifeSpan Affiliates 401(k) Plan, or Elective Deferral Account under the Comprehensive Medical Care, P.A. Salary Reduction Plan, as in effect on December 31, 1993, or 401(k) Savings Account under the MEDiCA 401(k) Savings Plan as in effect on November 30, 1994, or Elective Deferral Account under the Aspen Medical Group Retirement Savings Plan as in effect on June 30, 2008, or Section 401(k) Deferral Account attributable to Pre-Tax Elective Deferrals or Employer Contribution Account under the Quello Clinic, Ltd. 401(k) Profit Sharing Plan as in effect on June 30, 2009, shall be added to the Participant's 401-K Account under this Plan (and such individuals shall be deemed Participants in this Plan for purposes of the administration of said 401-K Account regardless of whether the participants in said plans were ever otherwise Qualified Employees under this Plan). Any Employer Profit Sharing Contribution Account or Employer Matching Contribution Account under the Comprehensive Medical Care, P.A. Salary Reduction Plan as in effect on December 31, 1993, or Employer Matching Account under the MEDiCA 401(k) Savings Plan as in effect on November 30, 1994, or Matching Contribution Account or Discretionary Account under the Aspen Medical Group Retirement Savings Plan as in effect on June 30, 2008, or Employer Matching Contribution Account under the Quello Clinic, Ltd. 401(k) Profit Sharing Plan as in effect on June 30, 2009, shall be added to the Participant's Matching Account under this Plan (and such individuals shall be deemed Participants in this Plan for purposes of the administration of said Matching Account regardless of whether the participants in said plans were ever otherwise Qualified Employees under this Plan).

(b) A LifeSpan Transfer Account shall be established for each Participant who had an Employer Account under the LifeSpan Affiliates 401(k) Plan prior to January 1, 1994. The January 1, 1994 opening balance of said Account shall be equal to the December 31, 1993 closing balance of the Employer Account.

(c) A UHC Transfer Account shall be established for each individual who had an account under the MEDiCA Dedicated Employees Discretionary Profit Sharing Plan that was transferred to this Plan in accordance with Sec. 7.6. The December 1, 1994 opening balance of said Account shall be equal to the November 30, 1994 closing balance of the individual's Total Account under the MEDiCA Dedicated Employee's Discretionary Profit Sharing Plan.

(d) A Medica Transfer Account shall be established for each Participant who had an Employer Discretionary Account under the MEDiCA 401(k) Savings Plan prior to December 1, 1994. The December 1, 1994 opening balance of said Account shall be equal to the November 30, 1994 closing balance of the Employer Discretionary Account.

(e) A Rollover Account shall be established for each Participant who makes a Rollover Contribution, as provided by Sec. 7.5, or who made such a contribution under the LifeSpan Affiliates 401(k) Plan, the Comprehensive Medical Care, P.A. Salary Reduction Plan, the MEDiCA 401(k) Savings Plan, or the Aspen Medical Group Retirement Savings Plan.

(f) A Forfeiture Account shall be established for each Participant whose Termination of Employment occurs under circumstances such that at that time the Participant has not become 100% vested in his or her Employer Contribution Account.

(g) An Employee Contribution Account shall be established for each Participant who had an Employee Contribution Account under the Aspen Medical Group Retirement Savings Plan as in effect on June 30, 2008 (attributable to after-tax voluntary employee contributions made prior to December 31, 1988). The July 1, 2008 opening balance of said Account under this Plan shall be equal to the June 30, 2008 closing balance of the Employee Contribution Account under the Aspen Medical Group plan. Said Employee Contribution Accounts shall be treated the same as a 401-K Account for purposes of the in-service withdrawal provisions of Sec. 9.4 (other than Sec. 9.4(a)(2)).

(h) A Roth 401-K Account shall be established for each Participant who had a Section 401(k) Deferral Account attributable to Roth Elective Deferrals under the Quello Clinic, Ltd 401(k) Profit Sharing Plan as in effect on June 30, 2009. The July 1, 2009 opening balance of said Account under this Plan shall be equal to the June 30, 2009 closing balance of the Section 401(k) Deferral Account attributable to the Roth Elective Deferrals under the Quello Clinic, Ltd. 401(k) Profit Sharing Plan. Said Roth 401-K Account shall be treated the same as a 401-K Account for purposes of Article IX (except as provided in Sec. 9.4(a)(2)).

More than one of any of the above types of Accounts may be established if required by the Plan or if considered advisable by the Company in the administration of the Plan. Except as expressly provided herein to the contrary, the Fund shall be held and invested on a commingled basis, Accounts shall be for bookkeeping purposes only, and the establishment of Accounts shall not require any segregation of Fund assets.

Sec. 7.2 Valuation Procedure. Each Account shall be adjusted as of each Valuation Date to reflect contributions, withdrawals, distributions, transfers, investment gains or losses, expenses and all other transactions with respect to the Account, as follows:

(a) The Account shall be reduced or increased, as appropriate, to reflect investment gains or losses allocated to such Account, or expenses charged against such Account, pursuant to Sec. 7.3.

(b) The Account shall be increased by the amount of the contributions allocated to such Account as of such Valuation Date.

(c) The Account shall be reduced by the amount of the withdrawals or distributions made from such Account as of such Valuation Date.

If a Participant's Termination of Employment occurs at a time that the Participant is not 100% vested in his or her Employer Contribution Account, said Account also shall be adjusted as of the date of any

Forfeiture from such Account by deducting the percentage of such Account not vested and crediting such amount to a Forfeiture Account.

Sec. 7.3 Investment of Accounts. Each Participant shall be permitted to direct the investment of his or her Accounts, subject to the following:

(a) The Company shall determine the class or classes of investments which will be made available as investment options under this Plan from time to time. The Company may in its sole discretion add additional options or delete existing options at any time.

(b) All investment directions shall be filed in writing on a prescribed form with the Company, or with such agent or agents as may be designated from time to time by the Company for this purpose. Each investment direction shall remain in effect until a new investment direction is filed by the Participant. An initial investment direction shall be filed by the Participant when an Account is first established for the Participant. Thereafter, a Participant may change the investment of the existing Account balances and future contributions in accordance with such rules as are established by the Company and the Funding Agency from time to time.

(c) All investment directions by a Participant shall be complete as to the terms of the investment transaction. An investment direction shall provide for both the investment of existing Account balances and the investment of future contributions on behalf of the Participant. If a Participant or Beneficiary fails to provide directions as to the investment of any cash held in his or her Accounts, the Company may in its sole discretion designate one or more investment vehicles to be used to hold such funds or shall delegate such responsibility to an investment advisor.

(d) All earnings and losses on the investments held for each of the Participant's Accounts shall be credited directly to such Account, and the Account shall be charged with all expenses attributable to such investments. If assets of an Account are commingled for investment with assets of other Accounts, all such Accounts shall share proportionately in the investment experience of and expenses chargeable to the commingled fund according to a method which the Funding Agency determines in its sole discretion to be reasonable. The Funding Agency may also charge to each such Account such portion of the general expenses of the Fund as the Funding Agency determines in its sole discretion to be reasonable.

(e) Following the death of the Participant, each of his or her Beneficiaries shall have the right to direct the investment of the portion of the Participant's Accounts held on behalf of the Beneficiary. An "alternate payee" pursuant to the terms of a qualified domestic relations order shall have the right to direct the investment of the Accounts held on behalf of the alternate payee after the order is determined to be qualified, unless the order specifically provides to the contrary. In each such case, the directions shall be subject to the same terms and conditions as applied to the Participant.

(f) The Funding Agency shall at all times retain title to all assets held for Accounts, and shall have the voting power with respect to all stock or other securities held for Accounts, unless that voting power has been delegated in writing to an investment manager or other entity or individual.

(g) All investment directions shall be in accordance with such rules and regulations as the Company or the Funding Agency may establish from time to time for this purpose.

(h) Each Account shall be valued by the Funding Agency at fair market value as of each Valuation Date and at such other times as may be necessary for the proper administration of the Plan. If fair market value of an asset is not available, it shall be deemed to be fair value as determined in good faith by the Company or other Named Fiduciary assigned such function, or if such asset is held in trust and the trust agreement so provides, as determined in good faith by the trustee. If any portion of the fund is invested in a contract issued by an insurance company, of a type sometimes referred to as a "guaranteed income contract", under which the insurance company pays a guaranteed minimum rate of interest for a stated period of time, and if no event has occurred that will result in repayment of principal at a discounted value, the fair market value of the contract shall be deemed to be its book value.

(i) Notwithstanding anything herein to the contrary, if the Plan receives a recovery on an investment (including, but not limited to, a recovery from the Federal Deposit Insurance Corporation, a state insurance guaranty association or the Securities Industry Protection Corporation, or a recovery under federal or state securities laws) which recovery is earmarked by the paying entity as attributable to a specific Participant or Beneficiary, the amount recovered shall be allocated only to the Account(s) of such Participant or Beneficiary, and the Accounts of other Participants and Beneficiaries shall not share in the recovery. The Company shall make appropriate adjustments in allocations of investment earnings and losses and Account values to reflect the provisions of this subsection.

(j) Notwithstanding the foregoing, Participants shall not be allowed to direct the investment of their Forfeiture Accounts. All such Accounts shall be invested in the investment option or options selected by the Company from time to time for this purpose.

Sec. 7.4 Participant Statements. The Company will cause each Participant to be provided with a statement of Account balances as of the end of each calendar quarter and, in its sole discretion, may provide more frequent statements.

Sec. 7.5 Rollover Accounts. At the request of an employee of the Company, a Participating Employer, or an Affiliate (regardless of whether the employee is otherwise a Qualified Employee under this Plan), and with the consent of the Company, the Plan may accept a transfer to the Fund of an amount that constitutes a Rollover Contribution. Such a Rollover Contribution may also be made at the request of an employee or former employee of the Company, a Participating Employer, or an Affiliate (regardless of whether the employee is or ever was a Qualified Employee under this Plan) with respect to any "eligible rollover distribution" (as defined in Code section 402(c)(4)) from the Allina Pension Account Plan. The Company shall grant such consent in its sole discretion and only if it is certain that the amount to be transferred will constitute a proper Rollover Contribution. Notwithstanding any provisions of the Plan to the contrary, the following shall apply with respect to a Rollover Contribution:

(a) A Rollover Account shall be established for each employee who makes a Rollover Contribution. From the date the assets of the Rollover Contribution are transferred to the Fund through the first Valuation Date following such transfer, the Rollover Account shall be valued at the fair market value of said assets on the date of such transfer.

(b) A Rollover Account shall be treated in all respects the same as a 401-K Account except as provided in (a) above, and any references in the Plan to a 401-K Account shall apply equally to a Rollover Account, except that no employer or employee contributions or Forfeitures shall ever be added to a Rollover Account.

(c) The employee shall be treated the same as a Participant hereunder from the time of the transfer, but shall not actually be a Participant and shall not be eligible to receive an allocation of employer contributions or Forfeitures or to make Salary Reduction Contributions until he or she has satisfied the requirements of Article IV.

(d) For purposes of this section, "Rollover Contribution" means a contribution of an amount which may be rolled over to this Plan pursuant to Code section 401(a)(31), 402(c), 403(a)(4), 408(d)(3), 403(b)(8) or 457(e)(16), or pursuant to any other provision of the Code which may permit rollovers to this Plan from time to time.

Sec. 7.6 Transfers from Other Plans. At the request of an employee of the Company, a Participating Employer, or an Affiliate (regardless of whether the employee is otherwise a Qualified Employee under this Plan), and with the consent of the Company, the Plan may accept a direct transfer from another plan of funds credited to the employee under such other plan (provided such plan is a qualified plan under Code section 401(a) to which the survivor annuity requirements of Code section 401(a)(11)(A) do not apply). Direct rollovers pursuant to Code section 401(a)(31) are subject to Sec. 7.5 rather than this section. The Company shall grant such consent in its sole discretion and only if it determines that the transfer of funds is consistent with the provisions of the Code. Notwithstanding the foregoing, the Plan shall accept a direct transfer of all of the accounts under the MEDiCA Dedicated Employees Discretionary Profit Sharing Plan (regardless of whether the participants in said plan are otherwise Qualified Employees under this Plan). Such a transfer under this Sec. 7.6 shall be subject to the following:

(a) Any funds so received shall be credited to one or more separate Accounts in the categories listed in Sec. 7.1 which are subject to the same requirements under the Code as applied to the transferred funds while they were held in the other plan. If no such Account exists under Sec. 7.1 to receive any part of the transferred funds, such funds shall be placed in a separate Rollover Account which shall thereafter be subject to any requirements under the other plan which are required by the Code to continue to apply to those funds after the transfer. From the date of the transfer through the first Valuation Date following such transfer, such Accounts shall be valued at the fair market value of the transferred assets on the date of such transfer.

(b) Each separate Account established as provided in (a) shall be treated in all respects as the corresponding type of Account under this Plan, except as provided in subsection (a) and except that no employer or employee contributions shall ever be added to such a separate Account.

(c) The employee shall be treated the same as a Participant from the time of the transfer, but shall not actually be a Participant and shall not be eligible to share in employer contributions or to make contributions until he or she has satisfied the requirements of Article IV.

ARTICLE VIII

DESIGNATION OF BENEFICIARY

Sec. 8.1 Persons Eligible to Designate. Any Participant may designate a Beneficiary to receive any amount payable from the Fund as a result of the Participant's death, provided that the Beneficiary survives the Participant. The Beneficiary may be one or more persons, natural or otherwise. By way of illustration, but not by way of limitation, the Beneficiary may be an individual, trustee, executor, or administrator. The Beneficiary with respect to one Account may be different from the Beneficiary with respect to another Account. A Participant may also change or revoke a designation previously made, without the consent of any Beneficiary named therein.

Sec. 8.2 Special Requirements for Married Participants. Notwithstanding the provisions of Sec. 8.1, if a Participant is married at the time of his or her death, the Beneficiary shall be the Participant's spouse unless the spouse has consented in writing to the designation of a different Beneficiary, the spouse's consent acknowledges the effect of such designation, and the spouse's consent is witnessed by a representative of the Plan or a notary public. Such consent shall be deemed to have been obtained if it is established to the satisfaction of the Company that such consent cannot be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as may be prescribed by federal regulations. Any consent by a spouse shall be irrevocable. Any designation of a Beneficiary which has received spousal consent may be changed (other than by being revoked) without spousal consent only if the consent by the spouse expressly permits subsequent designations by the Participant without any requirement for further consent by the spouse. Any such consent shall be valid only with respect to the spouse who signed the consent, or in the case of a deemed consent, the designated spouse.

Sec. 8.3 Form and Method of Designation. Any designation or a revocation of a prior designation of Beneficiary shall be in writing on a form acceptable to the Company and shall be filed with the Company. The Company and all other parties involved in making payment to a Beneficiary may rely on the latest Beneficiary designation on file with the Company at the time of payment or may make payment pursuant to Sec. 8.4 if an effective designation is not on file, shall be fully protected in doing so, and shall have no liability whatsoever to any person making claim for such payment under a subsequently filed designation of Beneficiary or for any other reason.

Sec. 8.4 No Effective Designation. If there is not on file with the Company an effective designation of Beneficiary by a deceased Participant, the Beneficiary shall be the person or persons surviving the Participant in the first of the following classes in which there is a survivor, share and share alike:

(a) The Participant's spouse.

(b) The Participant's children, except that if any of the Participant's children predecease the Participant but leave issue surviving the Participant, such issue shall take by right of representation the share their parent would have taken if living.

(c) The Participant's parents.

(d) The Participant's brothers and sisters.

(e) The Participant's estate.

Determination of the identity of the Beneficiary in each case shall be made by the Company.

Sec. 8.5 Successor Beneficiary. If a Beneficiary who survives the Participant subsequently dies before receiving all payments to which the Beneficiary was entitled, the successor Beneficiary, determined in accordance with the provisions of this section, shall be entitled to the balance of any remaining payments due. A Beneficiary who is not the surviving spouse of the Participant may not designate a successor Beneficiary. A Beneficiary who is the surviving spouse may designate a successor Beneficiary only if the Participant specifically authorized such designations on the Participant's Beneficiary designation form. If a Beneficiary is permitted to designate a successor Beneficiary, each such designation shall be made according to the same rules (other than Sec. 8.2) applicable to designations by Participants. If a Beneficiary is not permitted to designate a successor Beneficiary, or is permitted to do so but fails to make such a designation, the balance of any payments remaining due will be payable to a contingent Beneficiary if the Participant's Beneficiary designation so specifies, and otherwise to the estate of the deceased Beneficiary.

Sec. 8.6 Insurance Contract. Notwithstanding the foregoing provisions of this Article VIII, as to benefits payable under a contract issued by an insurance company, said contract shall govern the designation of Beneficiary entitled to benefits thereunder except to the extent the contract is inconsistent with the provisions of Sec. 8.2 or Sec. 10.1.

Sec. 8.7 Special Rule Regarding Dissolution of Marriage. If the Participant designates as a Beneficiary the person who is the Participant's spouse on the date of the designation, such Beneficiary designation shall be automatically revoked in the event of the dissolution, annulment or other legal termination of the marriage between the Participant and such person. (The foregoing shall not prevent the Participant from designating a former spouse as a Beneficiary on a form signed by the Participant and received by the Company after the date of the legal termination of the marriage between the Participant and such former spouse, and during the Participant's lifetime.)

Sec. 8.8 Special Rule Regarding Qualified Military Service. In the case of a Participant who dies while performing qualified military service (as defined in Code § 414(u)), the Beneficiary of such Participant shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed and then terminated employment on account of death.

ARTICLE IX

BENEFIT REQUIREMENTS

Sec. 9.1 Benefit on Retirement or Disability. If a Participant's Termination of Employment occurs (for any reason other than death) after either of the following events, the Participant shall be 100% vested and shall be entitled to a benefit equal to the value of all of his or her Accounts determined as of the date such benefit is distributed to the Participant:

(a) The Participant has reached age 65.

(b) The Participant's Termination of Employment has occurred due to a bodily injury or disease which the Company determines, based on competent medical evidence, makes the Participant permanently and totally disabled within the meaning of Code section 22(e)(3).

The benefit shall be paid at the times and in the manner determined under Article X.

Sec. 9.2 Other Termination of Employment. If a Participant's Termination of Employment occurs (for any reason other than death) under circumstances such that the Participant is not entitled to a benefit under Sec. 9.1, the Participant shall be entitled to a benefit equal to the value of (i) all of his or her Accounts other than the Employer Contribution Account and (ii) the vested percentage of his or her Employer Contribution Account, determined as of the Valuation Date coincident with or next following the Termination of Employment, subject to the following:

(a) The Participant's vested percentage of his or her Employer Contribution Account shall be zero if the Participant does not have at least two Years of Vesting Service at the time of the Participant's Termination of Employment and shall be 100% if the Participant is credited with two or more Years of Vesting Service at the time of the Participant's Termination of Employment.

(b) The portion of the Employer Contribution Account that is not vested shall be transferred to the Participant's Forfeiture Account as of the Valuation Date coincident with or next following his or her Termination of Employment, as provided in Sec. 7.2. Thereafter, the disposition of said Forfeiture Account shall be as provided below:

(1) If the Participant is subsequently reemployed and completes a Year of Vesting Service before incurring a 1-Year Break In Service, the Forfeiture Account shall be reinstated as an Employer Contribution Account, to which the Participant shall be entitled in accordance with the provisions of this Article IX upon a subsequent Termination of Employment.

(2) If the Participant is not reemployed before the last day of the Plan Year in which the Termination of Employment occurred, the value of the Forfeiture Account shall be recognized as a Forfeiture as of the earlier of the following dates:

(A) The date the Participant incurred his or her fifth consecutive 1-Year Break In Service.

(B) The date that the vested portion of all of the Participant's Accounts (i.e., the Participant's 401-K Account) has been distributed to the Participant.

The Participant shall lose all claim to the Forfeiture Account when the Forfeiture occurs. The Forfeiture Account shall then be used for defraying reasonable expenses of administering the Plan or allocated as provided in Article V, subject to appropriate revaluation of the Forfeiture Account at the time the allocation occurs.

(3) If a former Participant whose Account was forfeited under paragraph (2) is subsequently reemployed and completes a Year of Vesting Service before incurring five consecutive 1-Year Breaks In Service, the Employer Contribution Account shall be reinstated for the Participant as of the Valuation Date coincident with the last day of the Plan Year in which such Year of Vesting Service is completed. The Participant shall be entitled to such Account in accordance with the provisions of this Article IX upon any subsequent Termination of Employment. The total value of such Account as of such Valuation Date shall be equal to the value of the Forfeiture Account as of the Valuation Date referred to in paragraph (2). The reinstated Account shall be funded as provided in paragraph (4).

(4) The amount required to reinstate an Account pursuant to paragraph (3) as of the last day of a Plan Year shall be provided from the following sources in the priority indicated:

(A) Amounts forfeited under this subsection (b) for the Plan Year.

(B) Employer contributions for the Plan Year.

(C) Net income or gain of the Fund not previously allocated to other Accounts.

(c) For purposes of this section, a "Year of Vesting Service" means a Plan Year in which an employee has at least 1000 Hours of Service.

(d) For purposes of this section, a "1-Year Break in Service" means a Plan Year in which the employee has 500 or fewer Hours of Service. The 1-Year Break in Service shall be recognized as such on the last day of such Plan Year.

(1) Notwithstanding the provisions of Sec. 3.3, for purposes of determining whether a 1-Year Break In Service has occurred with respect to a Plan Year, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence; provided, however, that the total number of Hours of Service recognized under this subsection shall not exceed 501 hours. The Hours of Service credited under this subsection shall be credited in the Plan Year in which the absence begins if the crediting is necessary to prevent a 1-Year Break In Service in that Plan Year or, in all other cases, in the following Plan Year.

(2) For purposes of paragraph (1), an absence from work for maternity or paternity reasons means an absence (i) by reason of the pregnancy of the individual, (ii) by reason of the birth of a child of the individual, (iii) by reason of the placement of a child with the individual in connection with the adoption of such

child by such individual, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement.

(e) The benefit under this section shall be paid at the times and in the manner determined under Article X.

Sec. 9.3 Death. If a Participant's Termination of Employment is the result of death, his or her Beneficiary shall be entitled to a benefit equal to the value of all of the Participant's Accounts determined as of the date such benefit is distributed to the Beneficiary. Such benefit shall be paid at the times and in the manner determined under Article X. If a Participant's death occurs after his or her Termination of Employment, distribution of the balance of the Participant's Accounts shall be made to the Beneficiary in accordance with the provisions of Article X.

Sec. 9.4 Withdrawals Before Termination of Employment. A Participant may request a cash withdrawal from his or her 401-K Account or Matching Account, at any time prior to the date benefits first become payable to the Participant under Sec. 9.1 or Sec. 9.2 pursuant to the following:

(a) Until the Participant reaches age 59½, a withdrawal may be made from a 401-K Account only to meet a financial hardship.

(1) A hardship withdrawal will be permitted if the Company determines that both of the following requirements are met:

(A) The distribution must be made on account of one of the following reasons:

(i) Expenses for (or necessary to obtain) medical care that would be deductible by the Participant under section 213(d) of the Code (determined without regard to whether the expenses exceed seven and one-half percent (7.5%) of adjusted gross income).

(ii) Costs directly related to the purchase of the principal residence of the Participant (excluding mortgage payments).

(iii) Payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, or for his or her spouse, children or dependents (as defined in section 152 of the Code, applied without regard to subsections (b)(1) and (2) and subsection (d)(1)(B) thereof) of the Participant.

(iv) The need to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage of the Participant's principal residence.

(v) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(vi) Payments for burial or funeral expenses for the Participant's deceased parent or grandparent, spouse, children or dependents (as defined in section 152 of the Code, applied without regard to subsection (d)(1)(B) thereof).

(B) All of the following requirements must be satisfied:

(i) The amount of the distribution cannot exceed the amount of the immediate and heavy financial need of the Participant. The Company may reasonably rely on the Participant's representation as to that amount. However, the amount of the distribution may include any amounts determined by the Company to be necessary to pay any federal, state or local income taxes or penalties reasonably expected to result from the distribution.

(ii) The Participant must have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by the Participating Employers or any Affiliates.

(iii) The Participant's elective contributions and employee contributions under the Plan and all other qualified and nonqualified plans of deferred compensation maintained by the Participating Employers of any Affiliate will be suspended pursuant to the terms of the plan or an otherwise legally enforceable agreement for at least six months after the receipt of the hardship distribution.

(iv) Notwithstanding the foregoing provisions of this subparagraph (B), this subparagraph (B) will be satisfied if the IRS issues a revenue ruling, notice, or other document of general applicability which establishes an alternative method under which distributions will be deemed to be necessary to satisfy an immediate and heavy financial need and all of the requirements of such alternative method are met.

(2) With respect to any hardship withdrawal, earnings credited to the Participant's 401-K Account after December 31, 1988 (or after the last day of the Plan Year ending before July 1, 1989, if later) cannot be withdrawn under this subsection (a), and no withdrawals under this subsection (a) may be made from any Matching Account or Employer Contribution Account. Any hardship withdrawal under this subsection (a) will be made first from the Participant's 401-K Account attributable to pre-tax deferrals and, if applicable, subsequently from any Roth 401-K Account.

(b) After the Participant reaches age 59½, a withdrawal from such Accounts may be made for any reason. Notwithstanding the foregoing, during the period from March 2, 2010 through June 23, 2011, a Participant who has reached age 59 ½ may request a cash withdrawal from his or her Employer Contribution Account for any reason.

(c) Notwithstanding the foregoing, amounts may be withdrawn from a Matching Account only to the extent the Participant would be vested in such amounts if his or her Termination of Employment occurred on the date of the withdrawal.

(d) Requests for withdrawals under this section shall be made pursuant to applicable rules and regulations adopted by the Company which are uniform and non-discriminatory as to all Participants and shall be submitted in writing to the Company on such form as the Company prescribes for this purpose. The Company shall determine whether the requirements of this section have been made.

(e) The Company shall direct the Funding Agency respecting the payment of withdrawals under this section. Payment shall be made to the Participant as soon as administratively feasible following approval of the withdrawal request by the Company.

(f) A Participant who is automatically enrolled in the Plan pursuant to Sec. 5.1(b)(6) or (7) may elect in accordance with Code section 414(w) and the regulations thereunder to receive a refund of the Participant's Salary Reduction Contributions made under the automatic contribution arrangement (adjusted for earnings and losses) provided the Participant elects such refund prior to February 28, 2010, (or if earlier, ninety days after the date of the first payroll to which the automatic contribution arrangement applied). Consequently, the Participant's Salary Reduction Contributions under the automatic contribution feature will stop as soon as administratively practicable after an election is made by a Participant to receive a refund of automatic contribution amounts. If the Participant received a Matching Contribution attributable to Salary Reduction Contributions that are refunded under this subsection, such Matching Contributions will be forfeited and credited to the Participating Employer's Matching Contributions for that Plan Year as specified in Sec. 5.2(e).

Sec. 9.5 Loans to Participants. The Company may authorize a loan to a Participant who is an employee of the Company, a Participating Employer or an Affiliate and who makes application therefor. Each such loan shall be subject to the following provisions:

(a) The amount of any loan to a Participant, when added to the balance of all other loans to the Participant under this Plan and all related plans which are outstanding on the day on which such loan is made, shall not exceed the lesser of:

(1) $50,000, reduced by the excess (if any) of (i) the highest outstanding balance of loans to the Participant from the Plan and all related plans during the one-year period ending on the day before the date the loan is made, over (ii) the outstanding balance of loans to the Participant from the Plan and all related plans on the date the loan is made; or

(2) 50% of the amount to which the Participant would be entitled in the event his or her Termination of Employment were to occur on the date the loan is made.

For purposes of this section, a related plan is any "qualified employer plan", as defined in Code section 72(p)(4), sponsored by the Participant's Participating Employer or any related employer, determined according to Code section 72(p)(2)(D).

(b) If the Participant's Accounts are invested in annuity contracts issued by the Funding Agency, availability of a loan to the Participant is subject to the terms of the annuity contracts.

(c) Each loan shall be evidenced by the Participant's promissory note payable to the order of the Funding Agency. Each loan shall be adequately secured as determined by the Company. A loan shall be considered adequately secured whenever the outstanding balance does not exceed the amount in which the Participant would have a vested interest in the event of his or her Termination of Employment.

(d) The Company shall determine the rate of interest to be paid with respect to each loan (unless the interest rate is determined by the Funding Agency under the terms of an annuity contract issued by the Funding Agency), which shall be a reasonable rate of interest within the meaning of Code section 4975. The rate shall be based on the interest rates charged by persons in the business of lending money in the region in which the Company operates for loans which would be made under similar circumstances.

(e) Each such loan shall provide for the payment of accrued interest and for repayment of principal in substantially equal installments not less frequently than quarterly. There will be no penalty for prepayments of any loan. While the Participant is employed by the Company or the Participating Employers, all loans shall be repaid through payroll deductions to the extent possible. The Participant shall execute any documents required to authorize such deductions.

(f) Each loan shall extend for a stated period determined by agreement of the Participant and the Company, not exceeding five years. The limitation in the preceding sentence shall not apply to any loan designated by the Company as a home loan. For purposes of this paragraph, a home loan is a loan used to acquire any dwelling unit which within a reasonable time is to be used as the principal residence of the Participant. The duration of home loans shall be determined by the Company, or by the Funding Agency (if the loan is made pursuant to the terms of an annuity contract).

(g) Failure to pay any installment of interest or principal when due shall constitute a default with respect to that payment (subject to any applicable grace period for correcting the default). Upon any such default, the entire loan balance may be declared to be in default to the extent permitted under the Participant's note. Events of default shall also include any other events identified as such in the Participant's note. In the event of a default on a loan, foreclosure on the note and application of the Participant's Accounts to satisfy the note will not occur until the earliest date on which the Participant or Beneficiary is eligible to receive payment of benefits under the Plan. Loan repayments will be suspended under this Plan as permitted under Code section 414(u)(4) (relating to periods of military service).

(h) If a loan to a Participant is outstanding on the date a distribution is to be made from the Fund with respect to the portion of the Participant's Account or Accounts represented by the loan, the balance of the loan, or a portion thereof equal to the amount to be distributed, if less, shall on such date become due and payable. The portion of the loan due and payable shall be satisfied by offsetting such amount against the amount to be distributed to the Participant or the Participant's Beneficiary. Alternatively, the portion

of the Participant's Account or Accounts equal to the outstanding balance on the loan may be distributed in kind by distribution of the Participant's note.

(i) In accordance with the foregoing standards and requirements, loans shall be available to all Participants on a reasonably equivalent basis.

(j) All loans shall be governed by such non-discriminatory written rules as the Company may adopt, which shall be deemed to be a part of this Plan. Applications for loans shall be filed with the Company or the Funding Agency on such forms as the Company may provide for this purpose.

(k) The Company shall cause to be furnished to any Participant receiving a loan any information required to be furnished pursuant to the Federal Truth In Lending Act, if applicable, or pursuant to any other applicable law.

(l) The portion of a Participant's Account or Accounts represented by the outstanding loan principal shall be segregated for investment purposes. In lieu of sharing in income or losses on investments of the Fund, the segregated portion of the Participant's Accounts shall be credited with all interest paid by the Participant on the loan. Repayments of principal and interest on a loan shall be reinvested in accordance with the investment designation in effect under Sec. 7.3 for future contributions on the date the repayment is received by the Funding Agency. The Funding Agency may charge to the Participant's Accounts any expenses attributable to the loan and such portion of the general expenses of the Fund as the Funding Agency determines in its discretion to be reasonable. If a Participant's Termination of Employment results in a transfer to a Forfeiture Account, no portion of an Account attributable to an outstanding loan may be transferred to the Forfeiture Account.

(m) The Participant shall provide directions as to the investments held in his or her Accounts that are to be liquidated to provide the Fund with cash equal to the loan principal.

(n) Solely for purposes of this section, a former Participant (or any Beneficiary of a deceased Participant) who is entitled to a benefit from the Plan, and who is a "party in interest" as defined in section 3(14) of ERISA, is considered to be an employee of a Participating Employer.

ARTICLE X

DISTRIBUTION OF BENEFITS

Sec. 10.1 Time and Method of Payment. The benefit to which a Participant or Beneficiary may become entitled under Article IX shall be distributed to that individual at such time as he or she elects and according to the method he or she elects, subject to the following:

(a) Distributions may commence at any time after the Participant or Beneficiary has become entitled to a benefit. Distribution shall be made by one or a combination of the following methods, as the Participant or Beneficiary may select:

(1) Payment in a single sum.

(2) Payment in a series of annual or more frequent installments; provided, however, that if the Participant's Accounts are invested in an individually allocated annuity contract issued by the Funding Agency, this option is subject to the terms of said annuity contract.

(3) If the Participant's Accounts are invested in an individually allocated annuity contract issued by the Funding Agency that permits payment in the form of a life annuity, payment in the form of a life annuity providing substantially non-increasing payments (subject to the terms of said annuity contract).

(b) Unless the Participant elects otherwise, distributions must commence no later than the 60th day after the close of the Plan Year in which the Participant reaches Normal Retirement Age or in which the Participant's Termination of Employment occurs, whichever is later; provided, however, that if the amount of the payment to be made cannot be determined by the later of the aforesaid dates, a payment retroactive to such date may be made no later than 60 days after the earliest date on which the amount of such payment can be ascertained. For purposes of this subsection, the failure of a Participant to elect to receive a distribution shall be deemed to be an election to defer commencement of benefit distributions until the date required under subsection (c) unless the Participant files an election of an earlier distribution.

(c) For purposes of this Sec. 10.1, a Participant's "required beginning date" is April 1 of the calendar year following the later of (i) the calendar year in which the Participant attained age 70½, or (ii) the calendar year in which the Participant's Termination of Employment occurs. However, clause (ii) of the previous sentence does not apply to any Participant who is a more than 5-percent owner of a Participating Employer (as defined in Code section 416) with respect to the Plan Year ending in the calendar year in which the Participant attains age 70½. Any Participant who had begun receiving minimum distributions for Plan Years prior to 1997, but who is not required to receive such distributions under the provisions of this subsection, may file a written election with the Company to stop those distributions until the required beginning date under this subsection.

(d) Notwithstanding any provisions of the Plan to the contrary, a Participant's entire benefit must be distributed, or installments must commence, by the Participant's required beginning date unless the Participant's death occurs before that date. If the Accounts are distributed in installment payments, the minimum amount that shall be distributed to the

Participant for each distribution calendar year is determined under subsection (f). Notwithstanding the foregoing or any other provisions of this Sec. 10.1 to the contrary, in accordance with Code section 401(a)(9)(H), no minimum amount is required to be distributed with respect to the 2009 distribution calendar year.

(e) If the Participant dies after his or her required beginning date and after beginning to receive payments in installments pursuant to subsection (d), the remaining payments shall be made to the Beneficiary, with the minimum amount distributed to the Beneficiary for each distribution calendar year after the year of the Participant's death determined under subsection (f).

(f) If distributions are made in installments beginning with respect to the first distribution calendar year, the minimum amount to be distributed during the Participant's lifetime and after the Participant's death shall be determined in accordance with the following:

(1) The minimum amount to be distributed during the Participant's lifetime for each distribution calendar year, beginning with the first distribution calendar year (i.e., the calendar year immediately preceding the calendar year which contains the Participant's required beginning date), must be at least equal to the quotient obtained by dividing the Participant's Account balance on the most recent Valuation Date preceding the distribution calendar year (adjusted as may be required by Treasury regulations) by whichever of the following numbers is applicable:

(A) In the case of distributions to a Participant whose designated Beneficiary for the distribution calendar year is not solely the Participant's spouse, the number equal to the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation § 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year

(B) In the case of distributions to a Participant whose sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the number equal to the greater of (i) the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation § 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year, or (ii) the number in the Joint and Last Survivor Table set forth in Treasury Regulation § 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount to be distributed to the designated Beneficiary for each distribution calendar year after the year of the Participant's death must be at least equal to the quotient obtained by dividing the Participant's Account balance on the most recent Valuation Date preceding the distribution calendar year (adjusted as may be required by Treasury regulations) by whichever of the following numbers is applicable:

(A) In the case of distributions to a designated Beneficiary who is not the Participant's spouse, the number equal to the greater of (i) the Participant's remaining life expectancy, calculated from the Single Life

Table in Treasury Regulation § 1.401(a)(9)-9 using the age of the Participant in the year of death reduced by one for each subsequent year, or (ii) the remaining life expectancy of the designated Beneficiary, calculated from the Single Life Table in Treasury Regulation § 1.401(a)(9)-9 using the age of the designated Beneficiary in the year following the year of the Participant's death reduced by one for each subsequent year.

(B) In the case of distributions to a designated Beneficiary who is the Participant's surviving spouse, the number equal to the greater of (i) the Participant's remaining life expectancy, calculated from the Single Life Table in Treasury Regulation § 1.401(a)(9)-9 using the age of the Participant in the year of death reduced by one for each subsequent year, or (ii) the remaining life expectancy of the surviving spouse, calculated for each distribution calendar year after the year of the Participant's death from the Single Life Table in Treasury Regulation § 1.401(a)(9)-9 using the surviving spouse's age as of the spouse's birthday in that year; provided, that for distribution calendar years after the year of the spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death reduced by one for each subsequent calendar year.

If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death (for example, if the Beneficiary is a trust), the minimum amount to be distributed to the Beneficiary for each distribution calendar year after the year of the Participant's death must be at least equal to the quotient obtained by dividing the Participant's Account balance on the most recent Valuation Date preceding the distribution calendar year (adjusted as may be required by Treasury regulations) by the Participant's remaining life expectancy, calculated from the Single Life Table in Treasury Regulation § 1.401(a)(9)-9 using the age of the Participant in the year of death reduced by one for each subsequent year.

(3) For purposes of determining the amount which must be distributed in any year, Excess Salary Reduction Contributions and Excess Deferrals distributed in accordance with Article V (including income on such amounts) shall be disregarded.

(4) For purposes of this subsection, the "first distribution calendar year" is the year preceding the calendar year which contains the Participant's required beginning date.

(g) If more than one Beneficiary is entitled to benefits following the Participant's death, the interest of each Beneficiary shall be segregated into a separate Account for purposes of applying this section.

(h) If the Participant dies before his or her required beginning date, the Participant's Accounts shall be distributed to the Beneficiary not later than December 31 of the year containing the fifth anniversary of the Participant's death, subject to the following:

(1) Distributions to a designated Beneficiary may extend beyond five years from the death of the Participant if they are in the form of (i) payments under an annuity contract for the designated Beneficiary's life or (ii) installment payments where the minimum amount that will be distributed each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance on the most recent Valuation Date preceding the distribution calendar year (adjusted as may be required by Treasury regulations) by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in subsection (i), provided such payments begin not later than December 31 of the year following the year in which the Participant's death occurred (except as provided in paragraph (2) below).

(2) If the designated Beneficiary under paragraph (1) is the surviving spouse of the Participant, payments pursuant to paragraph (1) may commence at any time on or before the later of (i) December 31 of the year in which the Participant would have reached age 70½, or (ii) December 31 of the year following the year in which the Participant's death occurred.

If a surviving spouse who is entitled to benefits under this subsection dies before distributions to the surviving spouse begin, this subsection (other than paragraph (2)) shall be applied as if the surviving spouse were the Participant, with the date of death of the surviving spouse being substituted for the date of death of the Participant. Notwithstanding the foregoing, in accordance with Code section 401(a)(9)(H)(ii)(II), the calendar year 2009 shall be disregarded for purposes of determining the five year period described in the first sentence of this subsection, so that with respect to a Participant who died on or after January 1, 2004 and before January 1, 2010, the Participant's Accounts shall be distributed to the Beneficiary not later than December 31 of the year containing the sixth anniversary of the Participant's death.

(i) For purposes of subsection (h), life expectancies shall be computed by use of the Single Life Table in Treasury Regulation § 1.401(a)(9)-9 in accordance with the following.

(1) If the Participant's designated Beneficiary is the Participant's surviving spouse, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year from the Single Life Table in Treasury Regulation § 1.401(a)(9)-9 using the surviving spouse's age as of the spouse's birthday in that year; provided, that for distribution calendar years after the year of the spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death reduced by one for each subsequent calendar year.

(2) If the Participant's surviving spouse is not the designated Beneficiary, the remaining life expectancy of the designated Beneficiary is calculated from the Single Life Table in Treasury Regulation § 1.401(a)(9)-9 using the age of the designated Beneficiary in the year following the year of the Participant's death reduced by one for each subsequent year.

(j) If benefits are to be distributed in the form of a life annuity under an individually allocated annuity contract, the issuer may be any company engaged in the business of writing annuity contracts. The annuity must provide for substantially non-increasing periodic payments over the life of the Participant or over the joint lives of the Participant and his or her designated Beneficiary, in accordance with the requirements of Code

section 401(a)(9) and the Treasury Regulations, including the incidental death benefit requirements of Code section 401(a)(9)(G) and the regulations thereunder.

(k) For purposes of this section, "designated Beneficiary" means any individual who (i) is a Beneficiary pursuant to Article VIII and (ii) is the designated beneficiary under Code section 401(a)(9) and Treasury Regulation § 1.401(a)(9)-1, Q&A-4.

(l) Notwithstanding any provision of the Plan to the contrary, distributions under this section shall be made in accordance with the requirements of Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G) and the regulations thereunder. No distribution option otherwise permitted under this Plan will be available to a Participant or Beneficiary if such distribution option does not meet the requirements of Code section 401(a)(9), including subparagraph (G) thereof.

(m) Notwithstanding anything in this section to the contrary, if the Participant is married on the due date of his or her first benefit payment following the Participant's Termination of Employment and if distribution would otherwise be made in the form of a life annuity pursuant to subsections (a)(3) and (j), then the entire value of the Participant's Accounts shall be applied pursuant to subsection (j) to purchase a qualified joint and survivor annuity, unless the Participant files a written election of a different form of life annuity within the 90-day period ending on the date payments would commence and the Participant's spouse consents in writing to such election. The Participant may revoke such election and make another election any time prior to the date payments commence. The spouse's consent must acknowledge the effect of the election and be witnessed by a Plan representative or a notary public. However, such consent shall not be required if the Participant establishes to the satisfaction of a representative of the Plan that such consent cannot be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as may be prescribed by federal regulations. For purposes of this subsection, a "qualified joint and survivor annuity" is an annuity payable to the Participant for life with a survivor annuity for the remainder of the life of the Participant's surviving spouse in an amount equal to 50% of the amount the Participant was receiving prior to his or her death.

(n) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election, a distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For purposes of this subsection:

(1) An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life expectancy of the distributee or the joint life expectancies of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and any hardship withdrawal from a Participant's Accounts prior to age 59½ pursuant to Sec. 9.4.

(2) An "eligible retirement plan" is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section

408(b), an annuity plan described in Code section 403(a), or a qualified trust described in Code section 401(a), or an annuity contract or custodial account described in Code section 403(b), that accepts the distributee's eligible rollover distribution, or an eligible plan under Code section 457(b) that is maintained by a state, a political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

(3) A "distributee" includes a Participant or former Participant. In addition, the Participant's or former Participant's surviving spouse and the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are distributees with regard to the interest of the spouse or former spouse.

(4) A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

(o) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Beneficiary's election, if the Beneficiary designated by the Participant is a person other than the Participant's surviving spouse, such Beneficiary shall be permitted to elect, at the time and in the manner prescribed by the Company, to have all or a portion of the Participant's Account balance payable to such Beneficiary under the Plan transferred directly to an inherited individual retirement account or individual retirement annuity for such Beneficiary in accordance with the provisions of Section 402(c)(11) of the Code.

Sec. 10.2 Involuntary Distributions From Small Account. Notwithstanding the foregoing provisions of Sec. 10.1, if the total vested value of the Accounts of a Participant (or a Beneficiary following the Participant's death) is $5,000 or less at any time following the date the Participant's Termination of Employment or death occurs, a single-sum distribution shall be made to the Participant (or Beneficiary) as soon as administratively feasible following the Termination of Employment or death (or following the date the value is determined to be $5,000 or less, if later) equal to the value determined as of a Valuation Date selected by the Funding Agency which is on or a reasonable time prior to the date the distribution occurs. Any Rollover Account will be disregarded in calculating the $5,000 limit under this subsection. Commencing March 28, 2005, if the total vested value of a Participant's Accounts held in a Custodial Account (including any amounts attributable to a Rollover Contribution) is more than $1,000 on the date as of which a single sum distribution is to be made under this section, and the Participant has not filed a specific election with the Company or its agent to receive payment of that distribution or to have it transferred in a direct rollover pursuant to Sec. 10.1(n), then the distribution required under this subsection for the Participant (but not a Beneficiary or alternate payee) shall be made in the form of a direct rollover of the Participant's entire vested benefit to an individual retirement account or annuity established for the benefit of the Participant with a financial institution designated by the Company for this purpose. Any such transfer shall be made in accordance with the requirements of Code section 401(a)(31)(B)(i) and any applicable Treasury or Department of Labor regulations. Effective November 1, 2014, any Rollover Account will be included in calculating the $5,000 limit under this subsection.

Sec. 10.3 Distributions From More Than One Account. If a Participant or Beneficiary has more than one Account, each distribution shall be made from such Account as the Participant or Beneficiary designates or, in the absence of such a designation, as the Company may designate. If the Participant or Beneficiary fails to provide instructions as to which of the assets held for

his or her Accounts are to be liquidated to provide funds for distribution, the assets shall be selected by the Company.

Sec. 10.4 Distribution In Cash Only. Distributions will be made in cash only, except as otherwise provided in Sec. 9.5 or Sec. 10.1(a)(3).

Sec. 10.5 Accounting Following Termination of Employment. If distribution of all or any part of a benefit is deferred or delayed for any reason, the undistributed portion of any Account shall continue to be revalued as of each Valuation Date as provided in Article VII. Payment of the premium on an annuity contract for a distributee shall be considered a distribution for the purpose of such revaluations. Payments shall be made as of the Valuation Date following the date the Participant (or Beneficiary following the Participant's death) files the request for payment with the Company and shall occur within a reasonable time after the valuation has been completed.

Sec. 10.6 Reemployment. Except where distributions are required under Sec. 10.1, distributions from the Fund shall cease upon reemployment of a Participant in a regular position by the Company or a Participating Employer, and shall recommence in accordance with the provisions of this Article upon the Participant's subsequent Termination of Employment.

Sec. 10.7 Source of Benefits. All benefits to which persons become entitled hereunder shall be provided only out of the Fund and only to the extent that the Fund is adequate therefor. No benefits are provided under the Plan except those expressly described herein.

Sec. 10.8 Incompetent Payee. If in the opinion of the Company a person entitled to payments hereunder is disabled from caring for his or her affairs because of mental or physical condition, or age, payment due such person may be made to such person's guardian, conservator, or other legal personal representative upon furnishing the Company with evidence satisfactory to the Company of such status. Prior to the furnishing of such evidence, the Company may cause payments due the person under disability to be made, for such person's use and benefit, to any person or institution then in the opinion of the Company caring for or maintaining the person under disability. The Company shall have no liability with respect to payments so made. The Company shall have no duty to make inquiry as to the competence of any person entitled to receive payments hereunder.

Sec. 10.9 Benefits May Not Be Assigned or Alienated. Except as otherwise expressly permitted by the Plan or required by law, the interests of persons entitled to benefits under the Plan may not in any manner whatsoever be assigned or alienated, whether voluntarily or involuntarily, or directly or indirectly. However, the Plan shall comply with the provisions of any court order which the Company determines is a qualified domestic relations order as defined in Code section 414(p). Any expenses relating to review or administration of a domestic relations order may be charged against the Accounts of the Participant and/or the alternate payee. Notwithstanding any provisions in the Plan to the contrary, an individual who is entitled to payments from the Plan as an "alternate payee" pursuant to a qualified domestic relations order may receive a lump sum payment from the Plan as soon as administratively feasible after the Valuation Date coincident with or next following the date of the Company's determination that the order is a qualified domestic relations order, unless the order specifically provides for payment to be made at a later time or in a different form permitted under Sec. 10.1.

Sec. 10.10 Payment of Taxes. The Funding Agency may pay any estate, inheritance, income, or other tax, charge, or assessment attributable to any benefit payable hereunder which in the Funding Agency's opinion it shall be or may be required to pay out of such benefit. The Funding Agency

may require, before making any payment, such release or other document from any taxing authority and such indemnity from the intended payee as the Funding Agency shall deem necessary for its protection.

Sec. 10.11 Conditions Precedent. No person shall be entitled to a benefit hereunder until his or her right thereto has been finally determined by the Company nor until the person has submitted to the Company relevant data reasonably requested by the Company, including, but not limited to, proof of birth or death.

Sec. 10.12 Company Directions to Funding Agency. The Company shall issue such written directions to the Funding Agency as are necessary to accomplish distributions to the Participants and Beneficiaries in accordance with the provisions of the Plan.

ARTICLE XI

FUND

Sec. 11.1 Composition. All sums of money and all securities and other property received by the Funding Agency for purposes of the Plan, together with all investments made therewith, the proceeds thereof, and all earnings and accumulations thereon, and the part from time to time remaining shall constitute the "Fund". The Company may cause the Fund to be divided into any number of parts for investment purposes or any other purposes necessary or advisable for the proper administration of the Plan.

Sec. 11.2 Funding Agency. The Fund may be held and invested as one fund or may be divided into any number of parts for investment purposes. Each part of the Fund, or the entire Fund if it is not divided into parts for investment purposes, shall be held and invested by one or more trustees or by an insurance company. The trustee or trustees or the insurance company so acting with respect to any part of the Fund is referred to herein as the Funding Agency with respect to such part of the Fund. The selection and appointment of each Funding Agency shall be made by the Company. The Company shall have the right at any time to remove a Funding Agency and appoint a successor thereto, subject only to the terms of any applicable trust agreement or annuity contract. The Company shall have the right to determine the form and substance of each trust agreement and annuity contract under which any part of the Fund is held, subject only to the requirement that they are not inconsistent with the provisions of the Plan. Any such trust agreement may contain provisions pursuant to which the trustee will make investments on direction of a third party.

Sec. 11.3 Compensation and Expenses of Funding Agency. The Funding Agency shall be entitled to receive such reasonable compensation for its services as may be agreed upon with the Company. The Funding Agency shall also be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of its services. Such compensation and reimbursements shall be paid from the Fund if not paid directly by the Participating Employers in such proportions as the Company shall determine.

Sec. 11.4 Funding Policy. The Company shall adopt a procedure, and revise it from time to time as it shall consider advisable, for funding the contributions required under the Plan consistent with the objectives of the Plan and the requirements of ERISA.

Sec. 11.5 Securities and Property of Participating Employers. An agreement with a Funding Agency may provide that all or any part of the Fund may be invested in qualifying employer securities or qualifying employer real property, as those terms are used in ERISA; provided, however, that the Company shall take any steps necessary to assure that investments in securities of any Participating Employer or any trade or business entity directly or indirectly controlling, controlled by, or under Common Control with a Participating Employer do not exceed those that can be acquired by that part of the Fund attributable to contributions by Participating Employers (other than Salary Reduction Contributions), as distinguished from that part of the Fund, if any, attributable to contributions by Participants or Salary Reduction Contributions, unless there has been compliance with any applicable securities laws. If qualifying employer securities or qualifying employer real property are purchased or sold as an investment of the Fund from or to a disqualified person or party in interest, as those terms are used in ERISA, and if there is no generally recognized market for such securities or property, the purchase shall be for not more than fair market value and the sale shall be for not less than fair market value, as determined in good faith by the Company or other Named Fiduciary assigned such function, or

if such assets are held in trust and the trust agreement so provides, as determined in good faith by the trustee.

Sec. 11.6 No Diversion. The Fund shall be for the exclusive purpose of providing benefits to Participants under the Plan and their beneficiaries and defraying reasonable expenses of administering the Plan. Such expenses may include premiums for the bonding of Plan officials required by ERISA. No part of the corpus or income of the Fund may be used for, or diverted to, purposes other than for the exclusive benefit of employees of the Participating Employers or their beneficiaries. Notwithstanding the foregoing:

(a) If any contribution or portion thereof is made by a Participating Employer by a mistake of fact, the Funding Agency shall, upon written request of the Company, return such contribution or portion thereof to the Participating Employer within one year after the payment of the contribution to the Funding Agency; however, earnings attributable to such contribution or portion thereof shall not be returned to the Participating Employer but shall remain in the Fund, and the amount returned to the Participating Employer shall be reduced by any losses attributable to such contribution or portion thereof. Alternatively, the Company may direct that any contribution or portion thereof made by mistake shall remain within the Fund and be treated as a Forfeiture for purposes of Sec. 5.2(d).

(b) Contributions by a Participating Employer are conditioned upon initial qualification of the Plan as to such Participating Employer under Code section 401(a). If the Plan receives an adverse determination letter from the Internal Revenue Service with respect to such initial qualification, the Funding Agency shall, upon written request of the Company, return the amount of such contribution to the Participating Employer within one year after the date of denial of qualification of the Plan. For this purpose, the amount to be so returned shall be the contributions actually made, adjusted for the investment experience of, and any expenses chargeable against, the portion of the Fund attributable to the contributions actually made.

(c) Contributions by the Participating Employers are conditioned upon the deductibility of each contribution under Code section 404. To the extent the deduction is disallowed, the Funding Agency shall return such contribution to the Participating Employer within one year after the disallowance of the deduction; however, earnings attributable to such contribution (or disallowed portion thereof) shall not be returned to the Participating Employer but shall remain in the Fund, and the amount returned to the Participating Employer shall be reduced by any losses attributable to such contribution (or disallowed portion thereof).

In the case of any such return of contribution the Company shall cause such adjustments to be made to the Accounts of Participants as it considers fair and equitable under the circumstances resulting in the return of such contribution.

ARTICLE XII

ADMINISTRATION OF PLAN

Sec. 12.1 Administration by Company. The Company is the "administrator" of the Plan for purposes of ERISA. Except as expressly otherwise provided herein, the Company shall control and manage the operation and administration of the Plan and make all decisions and determinations incident thereto. In carrying out its Plan responsibilities, the Company shall have full discretionary authority to construe the terms of the Plan and to make any factual determinations necessary to determine eligibility for benefits or the amount of any benefits. It is intended that the Company have discretion to the fullest extent permitted by law and that the Company's exercise of its discretion be given deference to the greatest extent allowed under the law. This discretion includes, but is not limited to, the authority to make any rules, regulations or computations that the Company deems necessary to administer the Plan. Except in cases where the Plan expressly provides to the contrary, action on behalf of the Company may be taken by any of the following:

(a) The Board.

(b) The Chief Administrative Officer of the Company or the Senior Vice President, Human Resources of the Company.

(c) Any person or persons, natural or otherwise, or committee, to whom responsibilities for the operation and administration of the Plan are allocated by the Company, by resolution of the Board or by written instrument executed by the Senior Vice President, Human Resources of the Company and filed with its permanent records, but action of such person or persons or committee shall be within the scope of said allocation.

Sec. 12.2 Certain Fiduciary Provisions. For purposes of the Plan:

(a) Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

(b) A Named Fiduciary, or a fiduciary designated by a Named Fiduciary pursuant to the provisions of the Plan, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

(c) To the extent permitted by any applicable trust agreement or group annuity contract a Named Fiduciary with respect to control or management of the assets of the Plan may appoint an investment manager or managers, as defined in ERISA, to manage (including the power to acquire and dispose of) any assets of the Plan.

(d) At any time the Plan has more than one Named Fiduciary, if pursuant to the Plan provisions fiduciary responsibilities are not already allocated among such Named Fiduciaries, the Company, by action of the Board or its Senior Vice President Human Resources, may provide for such allocation; except that such allocation shall not include any responsibility, if any, in a trust agreement to manage or control the assets of the Plan other than a power under the trust agreement to appoint an investment manager as defined in ERISA.

(e) Unless expressly prohibited in the appointment of a Named Fiduciary which is not the Company acting as provided in Sec. 12.1, such Named Fiduciary by written instrument may designate a person or persons other than such Named Fiduciary to carry out any or all of the fiduciary responsibilities under the Plan of such Named Fiduciary; except that such designation shall not include any responsibility, if any, in a trust agreement to manage or control the assets of the Plan other than a power under the trust agreement to appoint an investment manager as defined in ERISA.

(f) A person who is a fiduciary with respect to the Plan, including a Named Fiduciary, shall be recognized and treated as a fiduciary only with respect to the particular fiduciary functions as to which such person has responsibility.

Each Named Fiduciary (other than the Company), each other fiduciary, each person employed pursuant to (b) above, and each investment manager shall be entitled to receive reasonable compensation for services rendered, or for the reimbursement of expenses properly and actually incurred in the performance of their duties with the Plan and to payment therefor from the Fund if not paid directly by the Participating Employers in such proportions as the Company shall determine. Notwithstanding the foregoing, no person so serving who already receives full-time pay from any employer or association of employers whose employees are Participants, or from an employee organization whose members are Participants, shall receive compensation from the Plan, except for reimbursement of expenses properly and actually incurred. Furthermore, no Participant, Beneficiary, or "alternate payee" under a qualified domestic relations order who is eligible to direct the investment of his or her Accounts shall receive any compensation or reimbursement of expenses with respect to such investing.

Sec. 12.3 Discrimination Prohibited. No person or persons in exercising discretion in the operation and administration of the Plan shall discriminate in favor of Highly Compensated Employees.

Sec. 12.4 Evidence. Evidence required of anyone under this Plan may be by certificate, affidavit, document, or other instrument which the person acting in reliance thereon considers to be pertinent and reliable and to be signed, made, or presented to the proper party.

Sec. 12.5 Correction of Errors. It is recognized that in the operation and administration of the Plan certain mathematical and accounting errors may be made or mistakes may arise by reason of factual errors in information supplied to the Company or Funding Agency. The Company shall have power to cause such equitable adjustments to be made to correct for such errors as the Company in its discretion considers appropriate. Such adjustments shall be final and binding on all persons. Any return of a contribution due to a mistake in fact will be subject to Sec. 11.6.

Sec. 12.6 Records. Each Participating Employer, each fiduciary with respect to the Plan, and each other person performing any functions in the operation or administration of the Plan or the management or control of the assets of the Plan shall keep such records as may be necessary or appropriate in the discharge of their respective functions hereunder, including records required by ERISA or any other applicable law. Records shall be retained as long as necessary for the proper administration of the Plan and at least for any period required by ERISA or other applicable law.

Sec. 12.7 General Fiduciary Standard. Each fiduciary shall discharge its duties with respect to the Plan solely in the interests of Participants and their beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like

capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Sec. 12.8 Prohibited Transactions. A fiduciary with respect to the Plan shall not cause the Plan to engage in any prohibited transaction within the meaning of ERISA.

Sec. 12.9 Claims Procedure. The Company shall establish a claims procedure consistent with the requirements of ERISA. Such claims procedure shall provide adequate notice in writing to any Participant or beneficiary whose claim for benefits under the Plan has been denied, setting forth the specific reasons for such denial, written in a manner calculated to be understood by the claimant and shall afford a reasonable opportunity to a claimant whose claim for benefits has been denied for a full and fair review by the appropriate Named Fiduciary of the decision denying the claim.

Sec. 12.10 Bonding. Plan personnel shall be bonded to the extent required by ERISA. Premiums for such bonding may, in the sole discretion of the Company, be paid in whole or in part from the Fund. Such premiums may also be paid in whole or in part by the Participating Employers in such proportions as the Company shall determine. The Company may provide by agreement with any person that the premium for required bonding shall be paid by such person.

Sec. 12.11 Waiver of Notice. Any notice required hereunder may be waived by the person entitled thereto.

Sec. 12.12 Agent For Legal Process. The Company's Vice President, Compensation and Benefits, shall be the agent for service of legal process with respect to any matter concerning the Plan, unless and until the Company designates some other person as such agent.

Sec. 12.13 Indemnification. In addition to any other applicable provisions for indemnification, the Company and the Participating Employers jointly and severally agree to defend, indemnify and hold harmless, to the extent permitted by law, each director, officer, and employee of the Company and the Participating Employers against any and all liabilities, losses, costs, or expenses (including legal fees) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against such person at any time, whether imposed under ERISA or otherwise and whether civil, criminal, administrative or investigative, by reason of such person's services as a fiduciary or administrator in connection with the Plan, or by reason of acting in any other capacity in connection with the Plan. No such indemnification, however, shall be required or provided if such liability arises (i) from the individual's claim for the individual's own benefit, (ii) from the proven willful misconduct, fraud or the bad faith of the individual, or (iii) from the criminal misconduct of such individual if the individual had reason to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, was grossly negligent and, with respect to any criminal action or proceeding, had reasonable cause to believe that the individual's conduct was unlawful. This indemnification shall continue as to an individual who has ceased to be an officer, director or employee of the Company and the Participating Employers and shall inure to the benefit of the heirs, executors and administrators of such an individual.

ARTICLE XIII

AMENDMENT, TERMINATION, MERGER

Sec. 13.1 Amendment. Subject to the non-diversion provisions of Sec. 11.6, the Company reserves the power to amend this Plan at any time and for any reason, and either prospectively or retroactively, or both. The Plan may be amended on behalf of the Company in any respect by action of the Board, the Company's Chief Administrative Officer, or the Company's Senior Vice President, Human Resources, or by written action of a person so authorized by resolution of the Board. Furthermore, the Plan may be amended on behalf of the Company in any respect that does not materially increase the cost of the Plan by action of the Company's Vice President Compensation & Benefits. No oral or written statement shall be effective to amend the Plan unless it is duly authorized by the Board, the Senior Vice President Human Resources , or the Vice President Compensation & Benefits. No action by a person other than the Board shall be an amendment of the Plan unless it specifically references the Plan and states that it alters the terms or conditions of the Plan. No amendment of the Plan shall have the effect of changing the rights, duties, and liabilities of any Funding Agency without its written consent. Also, no amendment shall divest a Participant or Beneficiary of Accounts accrued prior to the amendment or decrease a Participant's accrued benefit except to the extent permitted by Code section 411(d)(6).

(a) Promptly upon adoption of any amendment to the Plan, the Company will furnish a copy of the amendment, together with a certificate evidencing its due adoption, as follows:

(1) To each Funding Agency then acting.

(2) To any Participating Employer who is not under Common Control with the Company. The amendment shall be effective as to such a Participating Employer and its employees unless, within 30 days of receipt of the certificate it notifies the Company and each Funding Agency in writing that it is discontinuing its joint participation in the Plan pursuant to Sec. 13.8.

(b) If an amendment to the Plan changes the vesting schedule of the Plan, each Participant having not less than three years of service by the end of the election period with respect to such amendment shall be permitted within such election period to elect to have his or her vested percentage computed under the Plan without regard to such amendment. Each election shall be made in writing by filing with the Company within the election period a form available from the Company for the purpose. The election period shall be a reasonable period determined by the Company commencing not later than the date the amendment is adopted and shall be in conformance with any applicable regulation prescribed by the Secretary of Labor or the Secretary of the Treasury. Notwithstanding the foregoing, no election need be provided for any Participant whose vested percentage under the Plan, as amended, cannot at any time be less than the vested percentage determined without regard to such amendment.

Sec. 13.2 Permanent Discontinuance of Contributions. The Company, by action of the Board, may completely discontinue contributions in support of the Plan by all Participating Employers. In such event, notwithstanding any provisions of the Plan to the contrary, (i) no employee shall become a Participant after such discontinuance, (ii) any then existing Forfeiture Account of a Participant shall revert to its prior status as an Employer Contribution Account and be nonforfeitable, and (iii) the Accounts of each Participant in the employ of the Participating Employers at the time of such discontinuance shall be nonforfeitable. Subject to the foregoing, all of the provisions of the Plan shall

continue in effect, and upon entitlement thereto distributions shall be made in accordance with the provisions of Article X.

Sec. 13.3 Termination or Partial Termination. The Company, by action of the Board, may terminate the Plan as applicable to all Participating Employers and their employees. After such termination no employee shall become a Participant and, no further contributions shall be made. The Accounts of each Participant in the employ of the Participating Employers at the time of such termination shall be nonforfeitable, the Participant shall be entitled to a benefit equal to the value of those Accounts determined as of the Valuation Date coincident with or next following the termination of the Plan, distributions shall be made to Participants, Beneficiaries and alternate payees promptly after the termination of the Plan, but not before the earliest date permitted under the Code and applicable regulations, and the Plan and any related trust agreement or group annuity contract shall continue in force for the purpose of making such distributions.

If there is a partial termination of the Plan, either by operation of law, by amendment of the Plan, or for any other reason, which partial termination shall be confirmed by the Company, any then existing Forfeiture Account of a Participant who was in the classification of employees with respect to which the partial termination occurred shall revert to its prior status as an Employer Contribution Account and be nonforfeitable, and the Accounts of each Participant with respect to whom the partial termination applies shall be nonforfeitable. Subject to the foregoing, all of the provisions of the Plan shall continue in effect as to each such Participant, and upon entitlement thereto distributions shall be made in accordance with the provisions of Article X.

Sec. 13.4 Merger, Consolidation, or Transfer of Plan Assets. In the case of any merger or consolidation of the Plan with any other plan, or in the case of the transfer of assets or liabilities of the Plan to any other plan, provision shall be made so that each Participant, Beneficiary and alternate payee would (if such other plan then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated). No such merger, consolidation, or transfer shall be effected until such statements with respect thereto, if any, required by ERISA to be filed in advance thereof have been filed.

Sec. 13.5 Deferral of Distributions. Notwithstanding any provisions of the Plan to the contrary, in the case of a complete discontinuance of contributions to the Plan or of a complete or partial termination of the Plan, the Company or the Funding Agency may defer any distribution of benefit payments to Participants and Beneficiaries with respect to which such discontinuance or termination applies (except for distributions which are required to be made under Sec. 10.1) until after the following have occurred:

(a) Receipt of a final determination from the Treasury Department or any court of competent jurisdiction regarding the effect of such discontinuance or termination on the qualified status of the Plan under Code section 401(a).

(b) Appropriate adjustment of Accounts to reflect taxes, costs, and expenses, if any, incident to such discontinuance or termination.

Sec. 13.6 Reorganizations of Participating Employers. In the event two or more Participating Employers are consolidated or merged or in the event one or more Participating Employers acquires the assets of another Participating Employer, the Plan shall be deemed to have continued, without termination and without a complete discontinuance of contributions, as to all the Participating

Employers involved in such reorganization and their employees. In such event, in administering the Plan the corporation resulting from the consolidation, the surviving corporation in the merger, or the employer acquiring the assets shall be considered as a continuation of all of the Participating Employers involved in the reorganization.

Sec. 13.7 Discontinuance of Joint Participation of a Participating Employer. The Company, by action of the Board, may discontinue the joint participation in the Plan by another Participating Employer. A Participating Employer which is not under Common Control with the Company may discontinue its joint participation in the Plan with the other Participating Employers by action of its board of directors and on appropriate written notice to the Company and each Funding Agency then acting.

(a) If the Company determines in its sole discretion to spin off the portion of the Plan attributable to the withdrawing employer, the Company shall cause a determination to be made of the equitable part of the Fund assets held on account of Participants of the withdrawing employer and their Beneficiaries. The Company shall direct the Funding Agency or Funding Agencies to transfer assets representing such equitable part to a separate fund for the plan of the withdrawing employer. Such withdrawing employer may thereafter exercise, with respect to such separate fund, all the rights and powers reserved to the Company with respect to the Fund. The plan of the withdrawing employer shall, until amended by the withdrawing employer, continue with the same terms as the Plan herein, except that with respect to the separate plan of the withdrawing employer the words "Participating Employer", "Participating Employers", and "Company" shall thereafter be considered to refer only to the withdrawing employer. Any such spinoff shall be effected in such manner that each Participant or Beneficiary would (if the Plan and the plan of the withdrawing employer then immediately terminated) receive a benefit which is equal to or greater than the benefit the individual would have been entitled to receive immediately before such spinoff if the Plan had then terminated. No transfer of assets pursuant to this section shall be effected until such statements with respect thereto, if any, required by ERISA to be filed in advance thereof have been filed.

(b) If subsection (a) does not apply, the Accounts of Participants of the withdrawing employer and their Beneficiaries shall continue to be held in the Plan for distribution in accordance with the provisions hereof.

Sec. 13.8 Participating Employers Not Under Common Control. If a Participating Employer is not under Common Control with the Company, the provisions of the Plan (other than this Article XIII) shall be applied as though a separate plan is being maintained for that Participating Employer to the extent required by Code section 413(c).

ARTICLE XIV

TOP-HEAVY PLAN PROVISIONS

Sec. 14.1 Key Employee Defined. "Key Employee" means any employee or former employee of the employer who at any time during the determination period was an officer of the employer or is deemed to have had an ownership interest in the employer and who is within the definition of key employee in Code section 416(i) and the regulations thereunder in effect for the particular Plan Year. "Non-Key Employee" means any employee who is not a Key Employee.

Sec. 14.2 Determination of Top-Heavy Status. The top-heavy status of the Plan shall be determined according to Code section 416 and the regulations thereunder, using the following standards and definitions:

(a) The Plan is a Top-Heavy Plan for a Plan Year if either of the following applies:

(1) If this Plan is not part of a required aggregation group and the top-heavy ratio for this Plan exceeds 60 percent.

(2) If this Plan is part of a required aggregation group of plans and the top-heavy ratio for the group of plans exceeds 60 percent.

Notwithstanding paragraphs (1) and (2) above, the Plan is not a Top-Heavy Plan with respect to a Plan Year if it is part of a permissive aggregation group of plans for which the top-heavy ratio does not exceed 60 percent.

(b) The "top-heavy ratio" shall be determined as follows:

(1) If the employer maintains one or more defined contribution plans (including any simplified employee pension plan) and has not maintained any defined benefit plan which during the 5-year period ending on the determination date has or has had accrued benefits, the top-heavy ratio for this Plan or for the required or permissive aggregation group (as appropriate) is a fraction, the numerator of which is the sum of the account balances of all Key Employees under the Plan or plans as of the determination date (including any part of any account balance distributed in the five-year period ending on the determination date), and the denominator of which is the sum of the account balances (including any part of any account balance distributed in the five-year period ending on the determination date) of all employees under the Plan or plans as of the determination date. Both the numerator and denominator of the top-heavy ratio shall be increased to reflect any contribution not actually made as of the determination date but which is required to be taken into account on that date under Code section 416 and the regulations thereunder.

(2) If the employer maintains one or more defined contribution plans (including any simplified employee pension plan) and maintains or has maintained one or more defined benefit plans which during the 5-year period ending on the determination date has or has had any accrued benefits, the top-heavy ratio for any required or permissive aggregation group (as appropriate), is a fraction, the numerator of which is the sum of the account balances of all Key Employees under the

aggregated defined contribution plan or plans, determined according to paragraph (1) above, and the present value of accrued benefits of all Key Employees under the defined benefit plan or plans as of the determination date, and the denominator of which is the sum of such account balances of all employees under the aggregated defined contribution plan or plans and the present value of accrued benefits of all employees under the defined benefit plan or plans as of the determination date. The account balances and accrued benefits in both the numerator and denominator of the top-heavy ratio shall be adjusted to reflect any distributions made in the five-year period ending on the determination date and any contributions due but unpaid as of the determination date.

(3) For purposes of paragraphs (1) and (2), the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within the 12-month period ending on the determination date, except as provided in Code section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of an employee (i) who is not a Key Employee but who was a Key Employee in a prior year, or (ii) who has not been credited with at least one hour of service with any employer maintaining the Plan at any time during the 5-year period ending on the determination date, will be disregarded. The calculation of the top-heavy ratio and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code section 416 and the regulations thereunder. When aggregating plans, the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

(4) Commencing January 1, 2002, any distribution due to separation from service, death or disability which was made prior to the one-year period ending on the determination date shall be disregarded for purposes of applying this subsection (b). Paragraphs (1) and (2) of this subsection shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with this Plan under Code section 416(a)(2)(A)(i).

(c) "Required aggregation group" means (i) each qualified plan of the employer in which at least one Key Employee participates in the Plan Year containing the determination date, or any of the four preceding Plan Years, and (ii) any other qualified plan of the employer that enables a plan described in (i) to meet the requirements of Code sections 401(a)(4) and 410.

(d) "Permissive aggregation group" means the required aggregation group of plans plus any other plan or plans of the employer which, when consolidated as a group with the required aggregation group, would continue to satisfy the requirements of Code sections 401(a)(4) and 410.

(e) "Determination date" means, for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year is the determination date.

(f) The "determination period" for a Plan Year is the Plan Year in which the applicable determination date occurs and the four preceding Plan Years.

(g) The "valuation date" is the last day of each Plan Year and is the date as of which account balances or accrued benefits are valued for purposes of calculating the top-heavy ratio.

(h) For purposes of establishing the "present value" of benefits under a defined benefit plan to compute the top-heavy ratio, any benefit shall be discounted only for mortality and interest based on the interest rate and mortality table specified in the defined benefit plan for this purpose.

(i) If an individual has not performed any services for the employer at any time during the five-year period ending on the determination date with respect to a Plan Year commencing prior to 2002, or during the one-year period ending on the determination date with respect to a Plan Year commencing in 2002 or later, any account balance or accrued benefit for such individual shall not be taken into account for such Plan Year.

(j) For purposes of determining if a defined benefit plan included in a required aggregation group of which this Plan is a part is a Top-Heavy Plan, the accrued benefit to any employee (other than a Key Employee) shall be determined as follows:

(1) Under the method which is used for accrual purposes under all defined benefit plans maintained by the employer.

(2) If there is no method described in paragraph (1), as if such benefit accrued not more rapidly than the lowest accrual rate permitted under Code section 411(b)(1)(C).

Sec. 14.3 Minimum Contribution Requirement. For any Plan Year with respect to which the Plan is a Top-Heavy Plan, the employer contributions and Forfeitures allocated to each Active Participant who is not a Key Employee and whose Termination of Employment has not occurred prior to the end of such Plan Year shall not be less than the minimum amount determined in accordance with the following:

(a) The minimum amount shall be the amount equal to that percentage of the Participant's Compensation for the Plan Year which is the smaller of:

(1) 3 percent.

(2) The percentage which is the largest percentage of Compensation allocated to any Key Employee from employer contributions and Forfeitures for such Plan Year.

For purposes of this section, "Compensation" means the amounts specified in Sec. 6.1(e), subject to the limitation in Sec. 2.6(c).

(b) For purposes of this section, any employer contribution attributable to a salary reduction or similar arrangement shall be taken into account. Any employer contribution attributable to a salary reduction or similar arrangement (including Salary Reduction Contributions under this Plan, and Matching Contributions under this Plan for Plan Years beginning prior to 2002) may not be used to satisfy the minimum amount of employer contributions which must be allocated under subsection (a). However, commencing January 1, 2002, Matching Contributions under this Plan (and employer matching

contributions under any other plan whose contributions are to be used to satisfy the requirements of subsection (a)) may be used to satisfy the minimum amount of employer contributions which must be allocated under subsection (a). Matching Contributions that are used to satisfy subsection (a) shall be treated as employer matching contributions for purposes of the actual contribution percentage test and other requirements of Code section 401(m).

(c) This section shall not apply to any Participant who is covered under any other plan of the employer under which the minimum contribution or minimum benefit requirement applicable to Top-Heavy Plans will be satisfied.

Sec. 14.4 Definition of Employer. For purposes of this Article XIV, the term "employer" means the Company and all Participating Employers and any trade or business entity under Common Control with a Participating Employer.

Sec. 14.5 Exception For Collective Bargaining Unit. Section 14.3 shall not apply with respect to any employee included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers if there is evidence that retirement benefits were the subject of good faith bargaining between such employee representative and such employer or employers.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Sec. 15.1 Insurance Company Not Responsible for Validity of Plan. No insurance company that issues a contract under the Plan shall have any responsibility for the validity of the Plan. An insurance company to which an application may be submitted hereunder may accept such application and shall have no duty to make any investigation or inquiry regarding the authority of the applicant to make such application or any amendment thereto or to inquire as to whether a person on whose life any contract is to be issued is entitled to such contract under the Plan.

Sec. 15.2 Headings. Headings at the beginning of articles and sections hereof are for convenience of reference, shall not be considered a part of the text of the Plan, and shall not influence its construction.

Sec. 15.3 Capitalized Definitions. Capitalized terms used in the Plan shall have their meaning as defined in the Plan unless the context clearly indicates to the contrary.

Sec. 15.4 Gender. Any references to the masculine gender include the feminine and vice versa.

Sec. 15.5 Use of Compounds of Word "Here". Use of the words "hereof", "herein", "hereunder", or similar compounds of the word "here" shall mean and refer to the entire Plan unless the context clearly indicates to the contrary.

Sec. 15.6 Construed as a Whole. The provisions of the Plan shall be construed as a whole in such manner as to carry out the provisions thereof and shall not be construed separately without relation to the context.

IN WITNESS WHEREOF, Allina Health System (doing business as Allina Hospitals & Clinics), through it duly authorized officer, hereby executes this amendment and restatement of the Allina 401(k) Retirement Savings Plan as set forth herein this 28 day of March, 2016, effective as of January 1, 2014.

ALLINA HEALTH SYSTEM

By _____

Christine Moore
Senior Vice President, Chief Human Resources Officer

US.53459791.07

EXHIBIT 3

TRUST AGREEMENT

Between

ALLINA HEALTH SYSTEM
(d/b/a ALLINA HEALTH)

And

FIDELITY MANAGEMENT TRUST COMPANY

ALLINA 401(k) RETIREMENT SAVINGS PLAN
TRUST

Restated and Dated as of January 1, 2012

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TRUST AGREEMENT, restated and dated as of the first day of January, 2012 (the "Effective Date"), between the **ALLINA HEALTH SYSTEM (d/b/a ALLINA HEALTH)**, a Minnesota corporation, having an office at 2925 Chicago Avenue, Minneapolis, MN 55407 (the "Sponsor"), and **FIDELITY MANAGEMENT TRUST COMPANY**, a Massachusetts trust company, having an office at 82 Devonshire Street, Boston, Massachusetts 02109 (the "Trustee").

WITNESSETH:

WHEREAS, the Sponsor is the sponsor of the Allina 401(k) Retirement Savings Plan (the "Plan"); and

WHEREAS, the Sponsor wishes to establish a single trust to hold and invest assets of the Plan for the exclusive benefit of Participants, as defined herein, in the Plan and their beneficiaries; and

WHEREAS, the Trustee is willing to hold and invest the aforesaid Plan assets in trust among several investment options selected by the Sponsor, as defined herein; and

WHEREAS, the Sponsor also wishes to have the Trustee perform certain ministerial recordkeeping and administrative functions under the Plan; and

WHEREAS, the Trustee is willing to perform recordkeeping and administrative services for the Plan if the services are purely ministerial in nature and are provided within a framework of Plan provisions, guidelines and interpretations conveyed in writing to the Trustee by the Administrator (as defined herein).

WHEREAS, the Sponsor has informed the Trustee that the Named Fiduciary has selected ProManage LLC ("ProManage") to provide a discretionary management service (the "ProManage Service") to Plan Participants in accordance with the terms of an investment management agreement between the Named Fiduciary and ProManage.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Sponsor and the Trustee agree as follows:

Section 1. Definitions.

The following terms as used in this Trust Agreement have the meaning indicated unless the context clearly requires otherwise:

(a) "Administrator"

"Administrator" shall mean Allina Health System (d/b/a Allina Health), identified in the Plan document as the administrator of the Plan in accordance with section 3(16)(A) of ERISA).

(b) "Agreement"

"Agreement" shall mean this Trust Agreement, and the Schedules and Exhibits attached hereto, as the same may be amended and in effect from time to time.

(c) "Business Day"

"Business Day" shall mean each day the NYSE is open.

(d) "Code"

"Code" shall mean the Internal Revenue Code of 1986, as it has been or may be amended from time to time.

(e) "EDT"

"EDT" shall mean electronic data transfer.

(f) "Electronic Services"

"Electronic Services" shall mean communications and services made available via electronic media or otherwise by the Trustee and/or its affiliates to the Sponsor and/or Participants.

(g) "ERISA"

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as it has been or may be amended from time to time.

(h) "External Account Information"

"External Account Information" shall mean account information, including retirement savings account information, from third party websites or other websites maintained by Fidelity or its affiliates.

(i) "FBSLLC"

"FBSLLC" shall mean Fidelity Brokerage Services LLC.

(j) "Fidelity Mutual Funds"

"Fidelity Mutual Funds" shall mean any investment company advised by Fidelity Management & Research Company or any of its affiliates.

(k) "Fidelity Plan Sponsor Webstation®"

"Fidelity Plan Sponsor Webstation®" shall mean the graphical windows based application that provides current Plan and Participant information including indicative data, account balances, activity and history.

(l) "FIIOC"

"FIIOC" shall mean Fidelity Investments Institutional Operations Company, Inc.

(m) "Fixed Return Investment"

"Fixed Return Investment" shall mean a fixed return investment contract issued by an insurance company which credits a fixed rate of interest.

(n) "In Good Order"

"In Good Order" shall mean in a state or condition acceptable to the Trustee in its sole discretion, which the Trustee determines is reasonably necessary for accurate execution of the intended transaction.

(o) "Losses"

"Losses" shall mean any and all loss, damage, penalty, liability, cost and expense, including without limitation, reasonable attorney's fees and disbursements.

(p) "Mutual Funds"

"Mutual Funds" shall refer both to Fidelity Mutual Funds and Non-Fidelity Mutual Funds.

(q) "Named Fiduciary"

"Named Fiduciary" shall mean the Sponsor, a fiduciary who is named in the Plan document, or who, pursuant to a procedure specified in the Plan, is identified as a fiduciary (i) by a person who is an employer or employee organization with respect to the Plan or (ii) by such an employer and such an employee organization acting jointly.

(r) "NAV"

"NAV" shall mean Net Asset Value.

(s) "Non-Fidelity Mutual Funds"

"Non-Fidelity Mutual Funds" shall mean any investment company not advised by Fidelity Management & Research Company or any of its affiliates.

(t) "NYSE"

"NYSE" shall mean the New York Stock Exchange.

(u) "Participant"

"Participant" shall mean, with respect to the Plan, any employee, former employee, or alternate payee with an account under the Plan, which has not yet been fully distributed and/or forfeited, and shall include the designated beneficiary(ies) with respect to the account of any deceased employee, former employee, or alternate payee until such account has been fully distributed and/or forfeited.

(v) "Participant Recordkeeping Reconciliation Period"

"Participant Recordkeeping Reconciliation Period" shall mean the period beginning on the date of the initial transfer of assets to the Trust and ending on the date of the completion of the reconciliation of Participant records.

(w) "Person"

"Person" shall mean any corporation, joint stock company, limited liability company, association, partnership, joint venture, organization, individual, business or other trust or any other entity or organization of any kind or character, including a court or other governmental authority.

(x) "PIN"

"PIN" shall mean an individual's personal identification number established in accordance with procedures specified by the Trustee in its sole discretion.

(y) "Plan"

"Plan" shall mean the Allina 401(k) Retirement Savings Plan.

(z) "Plan Administration Design & Discovery Document"

"Plan Administration Design & Discovery Document" shall mean the document which sets forth the administrative and recordkeeping duties and procedures to be followed by the Trustee in administering the Plan, as such document may be amended and in effect from time to time during the initial implementation of the Plan onto the Fidelity Participant Recordkeeping System ("FPRS"). This document is an interim document and shall be superseded by the approved Plan Administration Manual.

(aa) "Plan Administration Manual"

"Plan Administration Manual" shall mean the document which sets forth the administrative and recordkeeping duties and procedures to be followed by the Trustee in administering the Plan, as such document may be amended and in effect from time to time subject to mutual agreement of the parties. This definition shall include the Plan Administration Design & Discovery Document from the implementation process until the full Plan Administration Manual can be generated and approved.

(bb) "Reporting Date"

"Reporting Date" shall mean the last day of each fiscal quarter of the Plan and, if not on the last day of a fiscal quarter, the date as of which the Trustee resigns or is removed, or the date as of which this Agreement terminates, pursuant to Section 9 hereof.

(cc) "Sponsor"

"Sponsor" shall mean Allina Health System (d/b/a Allina Health), a Minnesota corporation, or any successor to all or substantially all of its businesses which, by agreement, operation of law or otherwise, assumes the responsibility of the Sponsor under this Agreement.

(dd) "Successor Trustee"

"Successor Trustee" shall mean the trustee appointed pursuant to Section 10 hereof.

(ee) "Termination Date"

"Termination Date" shall mean the date as of which this Agreement terminates.

(ff) "Trust"

"Trust" shall mean the Allina 401(k) Retirement Savings Plan Trust, being the trust established by the Sponsor and the Trustee pursuant to the provisions of this Agreement.

(gg) "Trustee"

"Trustee" shall mean Fidelity Management Trust Company, a Massachusetts trust company and any successor to all or substantially all of its trust business as described in Section 10(c). The term Trustee shall also include any successor trustee appointed pursuant to Section 10 to the extent such successor trustee agrees to serve as Trustee under this Agreement.

(hh) "VRS"

"VRS" shall mean Voice Response System.

Section 2. Trust.

The Sponsor previously established the Trust with the Trustee on August 1, 1995 and November 1, 2005, respectively, and has determined to retain the Trustee's services, subject to the provisions of this Agreement. The Trust shall consist of (1) an initial contribution of money or other property acceptable to the Trustee in its sole discretion, made by the Sponsor or transferred from a previous trustee under the Plan, (2) such additional sums of money or other property acceptable to the Trustee in its sole discretion, as shall from time to time be delivered to the Trustee under the Plan, (3) all investments made therewith and proceeds thereof, and (4) all earnings and profits thereon, less the payments that are made by the Trustee as provided herein without distinction between principal and income. The Trustee has previously accepted the Trust, and shall continue to hold the Trust based on the terms and conditions set forth in this Agreement. In accepting this Trust, the Trustee shall be accountable for the assets received by it, subject to the terms and conditions of this Agreement.

Section 3. Exclusive Benefit and Reversion of Sponsor Contributions.

Except as provided under applicable law, no part of the Trust may be used for, or diverted to, purposes other than the exclusive benefit of the Participants in the Plan or their beneficiaries or

to pay the reasonable expenses of Plan administration. No assets of the Plan shall revert to the Sponsor, except as specifically permitted by the terms of the Plan.

Section 4. Disbursements.

The Trustee shall make disbursements as directed by the Participant or the Administrator, as applicable, in accordance with the provisions of the Plan Administration Manual. Trustee shall have no responsibility to ascertain any direction's compliance with the terms of the Plan (except to the extent the terms of the Plan have been communicated to Fidelity in writing) or of any applicable law or the direction's effect for tax purposes or otherwise; nor shall Trustee have any responsibility to see to the application of any disbursement. Trustee shall not be required to make any disbursement in excess of the net realizable value of the Plan's assets at the time of the disbursement.

For the purposes of this Agreement, where any Plan distribution exceeds the benefit due a Participant, the Participant shall be required to repay such amounts and the Plan shall not be deemed to have incurred any loss in connection with any overpayment unless and until it has been determined that the Participant will not restore such amounts to the Plan. Consistent with the foregoing, the Trustee and Sponsor shall cooperate in asserting commercially reasonable attempts to recover such overpayment from the Participant prior to either the Trustee or the Sponsor restoring such amount to the Plan provided that the reasonable expenses and fees incurred in such collection efforts shall be the responsibility of the party that caused the error. In the case of a hardship withdrawal request by a Participant, the Trustee shall forward the withdrawal request document to the Participant for execution by the Participant and submission to the Trustee for processing in accordance with the guidelines set forth on Schedule A-1.

Section 5. Investment of Trust.

(a) Selection of Investment Options.

The Trustee shall have no responsibility for the selection of investment options under the Trust or the decision to offer the ProManage Service, and shall not render investment advice to any person in connection with the selection of such options or the ProManage Service.

(b) Available Investment Options.

The Named Fiduciary shall direct the Trustee as to (1) the investment options in which the Trust shall be invested during the Participant Recordkeeping Reconciliation Period, (2) the investment options in which Participants may invest following the Participant Recordkeeping Reconciliation Period, and (3) any other investment option in which the Trust is to be invested, as reflected on Schedule C. The investment options initially selected by the Named Fiduciary are identified on Schedule C attached hereto. Upon transfer to the Trust, Plan assets will be invested in the investment option(s) as directed by the Sponsor. The Trustee shall be responsible for providing services under this Agreement solely with respect to those investment options set forth on Schedule C, which have been designated by the Named Fiduciary in its sole discretion. Although the Named Fiduciary retains sole discretion as to the investment options for the Plan, the Trustee shall not, absent its written consent, be required to provide services with respect to

other investment options that the Named Fiduciary seeks to add to the Trust. Except where stated otherwise in this Agreement by explicit reference to Plan assets being held outside the Trust, all obligations of the Trustee hereunder (including all services to be performed by the Trustee) with respect to the Plan shall be performed solely with respect to the investment options set forth on Schedule C, and no other investments that may be held under a separate trust or insurance product with respect to the Plan shall be considered by the Trustee in its performance of such obligations. The Trustee shall be considered a fiduciary with investment discretion only with respect to Plan assets that are invested in stable value investments managed by the Trustee or collective investment funds maintained by the Trustee for qualified plans to the extent any such investments are listed on Schedule C as investment options.

The Sponsor may add additional investment options or delete investment options with the consent of the Trustee and upon mutual amendment of this Agreement, and the Schedules thereto, to reflect such additions or deletions.

(c) Participant Direction.

Contributions to individual Plan accounts of Participants shall automatically be redirected among the Plan's available investment options in accordance with investment directions provided by ProManage under the ProManage *PROgram*™ (the "ProManage Service") unless or until a Plan Participant opts out of the ProManage Service in accordance with the Operating Procedures set forth in Schedule D. Individual Plan accounts of Participants shall automatically be invested among the Plan's available investment options in accordance with investment directions provided by ProManage under the ProManage Service unless or until a Plan Participant opts out of the ProManage Service in accordance with the Operating Procedures set forth in Schedule D. Participant direction to opt out of (or subsequently opt back in to) the ProManage Service shall be made by use of the telephone exchange system or in such other manner as may be agreed upon from time to time by the Sponsor and the Trustee. No election to opt out of the ProManage Service will be effective unless the Participant provides investment instructions to the Trustee for the allocation of future contributions to the Participant's account among the Trust's investment options.

Upon receipt and processing of a Participant's election to opt out of the ProManage Service, the Trustee shall thereafter invest the Participant's accounts among the investment option(s) under the Trust in accordance with the Participant's investment instructions. Investment directions may be made by Participants by use of the telephone exchange system, the internet or in such other manner as may be agreed upon from time to time by the Sponsor and the Trustee. Any direction from Participants contemplated by this paragraph shall be made in accordance with written exchange guidelines in accordance with the Plan Administration Manual. The Trustee shall not be liable for any loss or expense that arises from a Participant's exercise or non-exercise of rights under this Section 5 over the assets in the Participant's accounts. In the event the Trustee fails to receive a proper direction from the Participant, the assets shall be invested in the investment option set forth for such purpose on Schedule C, until the Trustee receives a proper direction.

(d) Mutual Funds.

On the effective date of this Agreement, in lieu of receiving a printed copy of the prospectus for each Fidelity Mutual Fund selected by the Sponsor as a Plan investment option or short-term investment fund, the Sponsor hereby consents to receiving such documents electronically. The Sponsor shall access each prospectus on the internet after receiving notice from the Trustee that a current version is available online at a website maintained by the Trustee or its affiliate. Trustee represents that on the effective date of this Agreement, a current version of each such prospectus is available at http://www.fidelity.com or such successor website as Trustee may notify the Sponsor of in writing from time to time. The Sponsor represents that it has accessed/will access each such prospectus at http://www.fidelity.com or such successor website as Trustee may notify the Sponsor of in writing from time to time as of the effective date of this Agreement. Notwithstanding the above, the Named Fiduciary consents to receiving from the Trustee via regular mail a paper copy of the prospectus for each Fidelity Class K Mutual Fund selected by the Named Fiduciary as a Plan investment option. The Named Fiduciary understands that the Fidelity Class K Mutual Fund prospectus(es) are not available at this time online at http://www.fidelity.com.

Trust investments in Mutual Funds shall be subject to the following limitations:

(i) **Execution of Purchases and Sales.**

Purchases and sales of Mutual Funds (other than for exchanges) shall be made on the date on which the Trustee receives from the Administrator In Good Order all information, documentation and wire transfer of funds (if applicable), necessary to accurately effect such transactions. Exchanges of Mutual Funds shall be made in accordance with the fund exchange provisions set forth in the Plan Administration Manual.

(ii) **Voting.**

At the time of mailing of notice of each annual or special stockholders' meeting of any Mutual Fund, the Trustee shall send a copy of the notice and all proxy solicitation materials to each Participant who has shares of such Mutual Fund credited to the Participant's accounts, together with a voting direction form for return to the Trustee or its designee, to the extent such materials are provided to the Trustee by the issuer of such Mutual Fund. The Trustee may provide the notice and proxy solicitation materials electronically, to the extent permitted by applicable law. The Participant shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares credited to the Participant's accounts (both vested and unvested). The Trustee shall vote the shares as directed by the Participant. The Trustee shall not vote any shares for which it has received no directions from the Participant.

During the Participant Recordkeeping Reconciliation Period, the Named Fiduciary shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares of the Mutual Funds in the Trust, including Mutual Fund shares held in any short-term investment fund for liquidity reserve. Following the Participant Recordkeeping Reconciliation Period, the Named Fiduciary shall continue to have the right to direct the Trustee as to the manner in which the Trustee is to vote any Mutual Fund shares held in a short-term investment fund for liquidity

reserve for a unitized investment option. In any event, the Trustee shall not vote any Mutual Fund shares for which it has received no directions from the Named Fiduciary.

With respect to all rights other than the right to vote, the Trustee shall follow the directions of the Participant, and if no such directions are received, the directions of the Named Fiduciary. The Trustee shall have no further duty to solicit directions from Participants or the Named Fiduciary.

(e) Participant Loans.

Loans shall be processed and administered in accordance with the Plan Administration Manual.

The Administrator shall act as the Trustee's agent with regard to loans and as such shall (i) separately account for repayments of such loans and clearly identify such assets as Plan assets, and (ii) collect and remit all principal and interest payments to Trustee. To the extent the Participant is required to submit loan documentation to the Administrator for approval prior to the issuance of a loan, the Administrator shall also be responsible for holding physical custody of and keeping safe the notes and other loan documents.

To facilitate recordkeeping, the Trustee may destroy the original of any proceeds check (including the promissory note) made in connection with a loan to a Participant under the Plan, provided that Trustee or its agent first creates a duplicate by a photographic or optical scanning or other process yielding a reasonable facsimile of the proceeds check (including the promissory note) and the Participant's signature thereon, which duplicate may be reduced or enlarged in size from the actual size of the original.

(f) Fixed Return Investment.

The Principal Guaranteed Interest Fund Annuity Contract ("The Principal Account") is a fixed return investment under the Plan but not held under this Trust. The Principal Account is not a Fidelity Mutual Fund. It is a fixed annuity insurance product offered by The Principal Life Insurance Company ("Principal"). Its terms and conditions are outlined in a separate contract.

(g) Trustee Powers.

The Trustee shall have the following powers and authority:

(i) Subject to paragraphs (b) and (c) of this Section 5, to sell, exchange, convey, transfer, or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or other property delivered to the Trustee or to inquire into the validity, expediency, or propriety of any such sale or other disposition.

(ii) To cause any securities or other property held as part of the Trust to be registered in the Trustee's own name, in the name of one or more of its nominees, or in the Trustee's account with the Depository Trust Company of New York and to hold any investments in bearer form; provided, however, that the books and records of the Trustee shall at all times show that all such investments are part of the Trust.

(iii) To keep that portion of the Trust in cash or cash balances as the Named Fiduciary or Administrator may, from time to time, deem to be in the best interest of the Trust.

(iv) To make, execute, acknowledge, and deliver any and all documents of transfer or conveyance and to carry out the powers herein granted.

(v) To borrow funds from a bank or other financial lending institution which is not affiliated with the Trustee in order to provide sufficient liquidity to process Plan transactions in a timely fashion; provided however, that the cost of such borrowing shall be allocated in a reasonable fashion to the investment fund(s) requiring such liquidity.

(vi) To settle, compromise, or submit to arbitration any claims, debts, or damages due to or arising from the Trust; to commence or defend lawsuits or legal or administrative proceedings; to represent the Trust in all lawsuits and legal and administrative hearings; and to pay all reasonable costs and expenses arising from any such action from the Trust, if not paid by the Sponsor.

(vii) To employ legal, accounting, clerical, and other assistance as may be required in carrying out the provisions of this Agreement and to pay their reasonable expenses and compensation from the Trust, if not paid by the Sponsor.

(viii) Subject to paragraphs (b) and (c) of this Section 5, to invest all or any part of the assets of the Trust in investment contracts and short term investments (including interest bearing accounts with the Trustee or money market mutual funds advised by affiliates of the Trustee) and in any collective investment trust or group trust, including any collective investment trust or group trust maintained by the Trustee, which then provides for the pooling of the assets of plans described in Section 401(a) and exempt from tax under Section 501(a) of the Code, (or any comparable provisions of any future legislation that amends, supplements, or supersedes these sections), provided that such collective investment trust or group trust is exempt from tax under the Code or regulations or rulings issued by the Internal Revenue Service. The provisions of the document governing such collective investment trusts or group trusts, as it may be amended from time to time, shall govern any investment therein and are hereby made a part of this Trust Agreement.

(ix) To do all other acts, although not specifically mentioned herein, as the Trustee may deem necessary to carry out any of the foregoing powers and the purposes of the Trust.

(h) ProManage Service.

(i) This subsection is intended to authorize appointment of an investment manager as contemplated in Section 402(c)(3) of ERISA. The Named Fiduciary may appoint an investment manager, and, pursuant to an investment management agreement, the Named Fiduciary has so appointed ProManage, with respect to assets held in the individual Plan accounts of Participants who do not elect to opt out of the ProManage Service. That appointment extends only to Managed Assets, as defined below.

(ii) Managed Assets shall be comprised of those assets held in or contributed to the individual plan accounts of Participants who do not elect to opt out of the ProManage Service and whose participation in the ProManage Service has not been terminated in accordance with paragraph (iv).

(iii) Purchases and sales of investment options initiated by ProManage shall be governed by the operating guidelines set out in Schedule D.

(iv) For so long as the ProManage Service is offered, ProManage's authority with respect to Managed Assets shall begin when the Trustee has confirmed enrollment of an eligible Participant in the Plan who has not opted out of the ProManage Service (and in the case of plans or portions thereof transferring to Fidelity recordkeeping services, at the conclusion of the Recordkeeping Reconciliation Period). ProManage's authority with respect to Managed Assets shall end with respect to a Participant at the earliest of when (A) the Participant subsequently opts out of the ProManage Service; (B) Managed Assets are withdrawn (through loan, withdrawal or distribution) or otherwise transferred out of the Participant's account for any reason (but only to the extent of such withdrawal or transfer); (C) the Participant's account is transferred to another plan; (D) ProManage receives notice from the Trustee or its agent of a Participant's death, after the Trustee or its agent has been so notified; (E) when the Named Fiduciary directs ProManage to discontinue its service to any Participant (whether through termination of ProManage as investment manager with respect to the ProManage Service, or otherwise). A Participant's election to opt out of the ProManage Service shall be effective immediately after the Trustee confirms receipt of such election, provided that if confirmation is received after market close and one or more exchange transactions initiated by ProManage are pending for processing in the nightly cycle for such date, such exchanges shall be processed as of the market close (generally 4 p.m. ET) on such date.

(v) The Managed Assets shall be identified on the books and records of the Trust separately from all other assets held by the Trustee under this Agreement. ProManage shall have the duty and power to direct the Trustee and its affiliates as to the investment of Managed Assets among available investment options, in accordance with the investment management agreement between the Named Fiduciary and ProManage, but shall have no authority with respect to the exercise of shareholder rights such as voting, or other rights that arise out of the Trust's ownership of certain securities, such as the right to participate in bankruptcy or other litigation. The Trustee shall follow the direction of ProManage or its agent regarding the investment and reinvestment of the Managed Assets. The Trustee shall have no authority or responsibility to review, question or countermand any instruction provided by ProManage to it, unless it has knowledge that by its action or failure to act, it will be participating in or undertaking to conceal a breach of fiduciary duty by ProManage.

Section 6. Recordkeeping and Administrative Services to Be Performed.

(a) General.

The Trustee shall perform those recordkeeping and administrative functions described in Schedule A attached hereto and as amended from time to time. These recordkeeping and

administrative functions shall be performed within the framework of the Administrator's directions to the Trustee, provided in a form and manner acceptable to the Trustee, regarding the Plan's provisions, guidelines and interpretations.

(b) Accounts.

The Trustee shall keep accurate accounts of all investments, receipts, disbursements, and other transactions hereunder, and shall report the value of the assets held in the Trust as of each Reporting Date. Within thirty (30) days following each Reporting Date or within sixty (60) days in the case of a Reporting Date caused by the resignation or removal of the Trustee, or the termination of this Agreement, the Trustee shall file with the Administrator a written account setting forth all investments, receipts, disbursements, and other transactions effected by the Trustee between the Reporting Date and the prior Reporting Date, and setting forth the value of the Trust as of the Reporting Date. Except as otherwise required under ERISA, upon the expiration of six (6) months from the date of filing such account with the Administrator, the Trustee shall have no liability or further accountability to the Administrator with respect to the propriety of its acts or transactions shown in such account (or any Participant-level report provided to a Participant), except with respect to such acts or transactions as to which a written objection shall have been filed with the Trustee within such six (6) month period.

(c) Inspection and Audit.

Upon the resignation or removal of the Trustee or the termination of this Agreement, the Trustee shall provide to the Sponsor, at no expense to the Sponsor, in the format regularly provided to the Sponsor, a statement of each Participant's accounts as of the resignation, removal, or termination, which shall provide substantially the same information compiled as of such time as the normal quarterly statement of accounts as stated in Section 9(d), and the Trustee shall provide to the Sponsor or the Plan's new recordkeeper such further records and information as stated in Section 9(d).

The Trustee will provide to auditors (including third-party auditors and Sponsor's internal audit staff) as Sponsor may designate in writing, access to any Trustee owned or managed facility at which the services are being performed, to appropriate Trustee management personnel, and to the data and records (and other documentation reasonably requested by the Sponsor) maintained by the Trustee with respect to the services solely for the purpose of examining (i) transactional books and records maintained by the Trustee in order to provide the services, (ii) documentation of service level performance, and (iii) invoices to the Sponsor. Any such audits will be conducted at the Sponsor's expense. The Sponsor and its auditors will first look to the most recent Type II Service Auditor's Report ("Type II SAR") before conducting further audits. Type II SAR's are reports issued by the Trustee's or its affiliate's independent public accounting firm in accordance with Statement on Standards for Attestation Engagements No. 16 ("SSAE 16"). Excepting audit requests from governmental or regulatory agencies, if a matter is not covered in such Type II SAR, then the Sponsor will provide the Trustee with not less than ninety (90) days prior written notice of an audit and will provide a proposed detailed scope and timeframe of the audit requested by the Sponsor to the Trustee in writing at least sixty (60) days prior to date of the audit. The Sponsor and its auditors will conduct such audits in a manner that will result in a minimum of inconvenience and disruption to the Trustee's operations. Audits may be conducted

only during normal business hours and no more frequently than annually unless otherwise required as a matter of law or for compliance with regulatory or contractual requirements. Any audit assistance provided by the Trustee in excess of the number of audit hours per annum referenced in the fee schedule shall be provided on a fee-for-service basis. The Sponsor will reimburse the Trustee for any out of pocket expenses incurred by the Trustee in connection with an audit conducted pursuant to this section. The Sponsor and its auditors will not be entitled to review or audit (i) data or information of other customers or clients of the Trustee, (ii) any of Trustee's proprietary data, or (iii) any other Confidential Information of the Trustee that is not relevant for the purposes of the audit. The Sponsor and its auditors will not be entitled to logical access to the Trustee's networks and systems, nor unrestricted physical access to Trustee's facilities and personnel. Reviews of processes, controls, and support documentation will be facilitated with appropriate Trustee's personnel. The Trustee will use commercially reasonable efforts to cooperate in the audit, will make available on a timely basis the information reasonably required to conduct the audit and will assist the designated employees of the Sponsor or its auditors as reasonably necessary. To the maximum extent possible, audits will be designed and conducted (in such manner and with such frequency) so as not to interfere with the provision of the services. The Sponsor will not use any competitors of the Trustee (or any significant subcontractor of Trustee under this Agreement) to conduct such audits. The auditors and other representatives of the Sponsor will execute and deliver such confidentiality and non-disclosure agreements and comply with such security and confidentiality requirements as the Trustee may reasonably request in connection with such audits.

(d) Notice of Plan Amendment.

The Trustee's provision of the recordkeeping and administrative services set forth in this Section 6 shall be conditioned on (i) the Sponsor delivering to the Trustee a copy of any amendment to the Plan as soon as administratively feasible following the amendment's adoption and (ii) the Administrator providing the Trustee, on a timely basis, with all the information the Trustee deems necessary for it to perform the recordkeeping and administrative services set forth herein, and such other information as the Trustee may reasonably request.

(e) Returns, Reports and Information.

Except as set forth on Schedule A, the Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or Plan by law. The Trustee shall provide the Administrator with such information as the Administrator may reasonably request to make these filings. The Administrator shall also be responsible for making any disclosures to Participants required by law, except such disclosure as may be required under federal or state truth-in-lending laws with regard to Participant loans, which shall be provided by the Trustee or the Administrator, as applicable.

(f) Participant and Investment Option Data.

The Sponsor hereby authorizes the Trustee to provide certain participant and investment option data to ProManage, as directed in writing by the Sponsor, for purposes of allowing ProManage to provide investment advice or discretionary management services to Participants through the ProManage Service. Such information shall be provided in a format and on a schedule mutually

acceptable to the Trustee and the Sponsor. The Sponsor represents and warrants that it has taken any and all appropriate steps to insure security, confidentiality and appropriate use of such information by ProManage and the Trustee shall have no responsibility to take steps to protect the security, confidentiality or appropriate use of such information by any person to whom such information is provided in accordance with the authorization set forth in this subsection.

(g) Performance Standards.

The performance standards, which measure performance levels for the delivery of certain services by the Trustee to the Plan are appended to and made part of this Agreement as Schedule F. The Trustee and Sponsor agree and acknowledge that (i) the performance standards are included in this Agreement for the sole purpose of determining whether certain fee offsets may apply, and if so, the amount of such fee offsets, and (ii) any failure on the part of the Trustee to satisfy such performance standards shall not constitute a breach of the terms of this Agreement by Trustee. The Trustee's performance shall be measured on a quarterly basis. The Trustee and the Sponsor shall: (i) review and discuss performance; (ii) problem solve any issues that have arisen in the delivery of the services; and (iii) discuss any proposed improvements in delivery of the services.

Section 7. Compensation and Expenses.

Sponsor shall pay to Trustee, within thirty (30) days of receipt of the Trustee's bill, the fees for services in accordance with Schedule B. Fees for services are specifically outlined in Schedule B and are based on all of the assumptions identified therein. In the event that the Plan characteristics referenced in the assumptions outlined in Schedule B change significantly by either falling below or exceeding current or projected levels, such fees may be subject to revision, upon mutual renegotiation. To reflect increased operating costs, Trustee may once each calendar year, amend Schedule B with the Sponsor's consent which shall not be unreasonably withheld, upon ninety (90) days prior notice to the Sponsor.

All reasonable expenses of plan administration as shown on Schedule B attached hereto, as amended from time to time, shall be a charge against and paid from the appropriate Participants' accounts, except to the extent such amounts are paid by the Sponsor in a timely manner.

All expenses of the Trustee relating directly to the acquisition and disposition of investments constituting part of the Trust, all taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust or the income thereof, and any other reasonable expenses of Plan administration as determined and directed by the Administrator, shall be a charge against and paid from the appropriate Participants' accounts.

Any overcharge by the Trustee, or underpayment of fees or expenses by the Sponsor that is the result of a good-faith fee dispute, shall bear interest until paid by the appropriate party with such interest determined by calculating the average of the prime rates reported in the Wall Street Journal from the date of overpayment or underpayment until such corrective payment is made by the appropriate party. Any underpayment of fees or expenses by the Sponsor that is not the subject of a good-faith fee dispute shall bear interest until paid at the rate of the lesser of (i) 1% per month, or (ii) the maximum amount permitted by law.

Section 8. Directions and Indemnification.

(a) Identity of Administrator and Named Fiduciary.

The Trustee shall be fully protected in relying on the fact that the Named Fiduciary and the Administrator under the Plan are the individuals or entities named as such above or such other individuals or persons as the Sponsor may notify the Trustee in writing.

(b) Directions from Administrator.

Whenever the Administrator provides a direction to the Trustee, the Trustee shall not be liable for any loss or expense arising from the direction if the direction is contained in a writing provided by any individual whose name has been submitted (and not withdrawn) in writing to the Trustee by the Administrator, unless it is clear on the direction's face that the actions to be taken under the direction would be prohibited by the fiduciary duty rules of Section 404(a) of ERISA or would be contrary to the terms of this Agreement. The Trustee may rely without further duty of inquiry on the authority of any such individual to provide direction to the Trustee on behalf of the Administrator.

For purposes of this Section, such direction may also be made via EDT, facsimile or such other electronic means in accordance with procedures agreed to by the Administrator and the Trustee and, in any such case, the Trustee shall be fully protected in relying on such direction as if it were a direction made in writing by the Administrator.

(c) Directions from Named Fiduciary.

Whenever the Named Fiduciary provides a direction to the Trustee, the Trustee shall not be liable for any loss or expense arising from the direction if the direction is contained in a writing provided by any individual whose name has been submitted (and not withdrawn) in writing to the Trustee by the Named Fiduciary, unless it is clear on the direction's face that the actions to be taken under the direction would be prohibited by the fiduciary duty rules of Section 404(a) of ERISA or would be contrary to the terms of this Agreement. The Trustee may rely without further duty of inquiry on the authority of any such individual to provide direction to the Trustee on behalf of the Named Fiduciary.

For purposes of this Section, such direction may also be made via EDT, facsimile or such other electronic means in accordance with procedures agreed to by the Named Fiduciary and the Trustee and, in any such case, the Trustee shall be fully protected in relying on such direction as if it were a direction made in writing by the Named Fiduciary.

(d) Co-Fiduciary Liability.

In any other case, the Trustee shall not be liable for any loss or expense arising from any act or omission of any other fiduciary under the Plan, except as provided in section 405(a) of ERISA.

(e) Indemnification.

The Sponsor shall indemnify the Trustee against, and hold the Trustee harmless from any and all Losses that may be incurred by, imposed upon, or asserted against the Trustee by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or Trust, excepting only any and all Losses arising solely from the Trustee's negligence, ~~or~~ bad faith, or breach of this Agreement.

The Trustee shall indemnify the Sponsor against and hold the Sponsor harmless from, any and all Losses that may be incurred by, imposed upon, or asserted against the Sponsor by reason of any claim, regulatory proceeding, or litigation arising from Trustee's negligence, bad faith, or breach of this Agreement.

Neither party shall be liable to the other party for any indirect, special, consequential or punitive damages, including, but not limited to, loss of business or loss of profits, regardless of the form of action, which may arise from the performance, nonperformance, default or other breach of this Agreement.

(f) Data Conditions.

Sponsor represents that all data and documentation, including employee data and/or participant data (the "Data") provided to Trustee to be used in performing the services under this Agreement shall be provided in a timely manner, in good condition, correct, complete and submitted in accordance with Trustee's specifications (such specifications to be provided to the Sponsor by the Trustee from time to time). Trustee shall be entitled to rely on the accuracy and completeness of such data and shall have (i) no liability for inaccuracies in Data originating from Sponsor, the Sponsor participants or Sponsor's third party service providers, and (ii) no duty to verify such information except where the data is clearly erroneous on its face. If any data is not submitted in accordance with these requirements, or if Trustee detects errors or omissions in the data submitted, Trustee shall promptly notify Sponsor and return such data to Sponsor for correction and modification unless (i) Sponsor and Trustee agree, in writing, that Trustee is to make corrections or modifications to the data for an additional fee, or (ii) the Sponsor will provide prompt direction as necessary to correct any errors or omissions in the Data. For purposes of these requirements and except to the extent such treatment would be inconsistent with applicable law, Trustee may treat scanned electronic copies of paper records as the official records.

Section 9. Resignation or Removal of Trustee and Termination.

(a) Resignation and Removal.

The Trustee may resign at any time in accordance with the notice provisions set forth below. The Sponsor may remove the Trustee at any time in accordance with the notice provisions set forth below.

(b) Termination.

This Agreement may be terminated in full, or with respect to only a portion of the Plan (i.e., a "partial deconversion") at any time by the Sponsor upon prior written notice to the Trustee in accordance with the notice provisions set forth below.

(c) Notice Period.

In the event either party desires to terminate this Agreement or any Services hereunder, the party shall provide at least sixty (60) days prior written notice of the termination date to the other party; provided, however, that the receiving party may agree, in writing, to a shorter notice period. Notwithstanding the foregoing, the Sponsor may terminate this Agreement sooner if so required under DOL Regulation Section 2550.408b-2(1)(ix).

(d) Transition Assistance.

In the event of termination of this Agreement, if requested by Sponsor, the Trustee shall assist the Sponsor in developing a plan for the orderly transition of the Plan data, cash and assets then constituting the Trust and services provided by the Trustee hereunder to the Sponsor or its designee. The Trustee shall provide such assistance for a period not extending beyond sixty (60) days from the termination date of this Agreement. The Trustee shall provide to the Sponsor, or to any person designated by the Sponsor, at a mutually agreeable time, one file of the Plan data prepared and maintained by the Trustee in the ordinary course of business, in the Trustee's format, and such conversion reports and materials file shall be provided at no additional cost. The Trustee may provide other or additional transition assistance as mutually determined for additional fees, which shall be due and payable by the Sponsor prior to any termination of this Agreement.

(e) Failure to Appoint Successor.

If, by the termination date, the Sponsor has not notified the Trustee in writing as to the individual or entity to which the assets and cash are to be transferred and delivered, the Trustee may bring an appropriate action or proceeding for leave, to deposit the assets and cash, with a court of competent jurisdiction. The Trustee shall be reimbursed by the Sponsor for all costs and expenses of any such action or proceeding including, without limitation, reasonable attorneys' fees and disbursements.

Section 10. Successor Trustee.

(a) Appointment.

If the office of Trustee becomes vacant for any reason, the Sponsor may in writing appoint a successor trustee under this Agreement. The successor trustee shall have all of the rights, powers, privileges, obligations, duties, liabilities, and immunities granted to the Trustee under this Agreement. The successor trustee and predecessor trustee shall not be liable for the acts or omissions of the other with respect to the Trust.

(b) **Acceptance.**

As of the date the successor trustee accepts its appointment under this Agreement, title to and possession of the Trust assets shall immediately vest in the successor trustee without any further action on the part of the predecessor trustee, except as may be required to evidence such transition. The predecessor trustee shall execute all instruments and do all acts that may be reasonably necessary and requested in writing by the Sponsor or the successor trustee to vest title to all Trust assets in the successor trustee or to deliver all Trust assets to the successor trustee.

(c) **Corporate Action.**

Any successor to the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

Section 11. Resignation, Removal, and Termination Notices.

All notices of resignation, removal, or termination under this Agreement must be in writing and mailed to the party to which the notice is being given by certified or registered mail, return receipt requested, to the Sponsor c/o the Manager, Retirement and Non-Qualified Benefits, 2925 Chicago Avenue, Minneapolis, Minnesota 55407, and to the Trustee c/o Fidelity Workplace Services LLC, PWI Risk & Compliance, 82 Devonshire Street, V6D, Boston, Massachusetts 02109, or to such other addresses as the parties have notified each other of in the foregoing manner.

Section 12. Duration.

This Trust shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment, modification, and termination thereof.

Section 13. Amendment or Modification.

This Agreement may be amended or modified at any time and from time to time only by an instrument executed by both the Sponsor and the Trustee.

Section 14. Electronic Services.

(a) The Trustee may provide communications via electronic media, including, but not limited to Fidelity NetBenefits®, eWorkplace® and Fidelity Plan Sponsor WebStation® ("Electronic Services"). The Sponsor agrees to use such Electronic Services only in the course of reasonable administration of or participation in the Plan and to keep confidential and not alter, publish, copy, broadcast, retransmit, reproduce, frame-in, link to, commercially exploit or otherwise redisseminate the Electronic Services, any content associated therewith, or any portion thereof (including, without limitation, any trademarks and service marks associated therewith), without the written consent of the Trustee. Notwithstanding the foregoing, the Trustee acknowledges that certain Electronic Services may, by their nature, be intended for non-commercial, personal use by Plan Participants or their beneficiaries, with respect to their

participation in the Plan, or for their other retirement or employee benefit planning purposes, and certain content may be intended or permitted to be modified by the Sponsor in connection with the administration of the Plan. In such cases, the Trustee will notify the Sponsor of such fact, and any requirements or guidelines associated with such usage or modification no later than the time of initial delivery of such Electronic Services. To the extent permission is granted to make Electronic Services available to administrative personnel designated by the Sponsor, it shall be the responsibility of the Sponsor to keep the Trustee informed of which the Sponsor personnel are authorized to have such access. Except to the extent otherwise specifically agreed by the parties, the Trustee reserves the right, upon notice when reasonably feasible, to modify or discontinue Electronic Services, or any portion thereof, at any time.

(b) Without limiting the responsibilities of the Trustee or the rights of the Sponsor stated elsewhere in this Agreement, Electronic Services shall be provided to the Sponsor without acceptance of legal liability related to or arising out of the electronic nature of the delivery or provision of such Services; provided, however, the Trustee shall defend, indemnify and hold the Sponsor harmless from any claims brought by third parties based upon infringement of any patent, copyright, trademark, trade secret or other proprietary right in connection with the Electronic Services furnished under the Agreement. The Sponsor shall promptly notify the Trustee in writing of any such claim. The Sponsor shall give reasonable assistance to the Trustee in defense of any claim, at the Trustee's expense. The Trustee shall have sole control of the defense of any such claim. To the extent that any Electronic Services utilize Internet services to transport data or communications, the Trustee will take, and the Sponsor agrees to follow, commercially reasonable measures and security precautions consistent with ISO27002 "Code of Practice for Information Security Management" standard to provide adequate data security, but in no event will the Trustee take fewer measures and precautions than it takes with respect to its own data security. However, the Trustee disclaims any liability for interception of any such data or communications except to the extent the Trustee fails to take reasonable security precautions. The Trustee reserves the right not to accept data or communications transmitted electronically or via electronic media by the Sponsor or a third party if it determines that the method of delivery does not provide adequate data security, or if it is not administratively feasible for the Trustee to use the data security provided. The Trustee shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication, nor does the Trustee make any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Trustee shall not be responsible for any loss or damage related to or resulting from any changes or modifications to the Electronic Services made in violation of this Agreement.

(c) The Sponsor acknowledges that certain web sites through which the Electronic Services are accessed may be protected by passwords or require a login and the Sponsor agrees that neither the Sponsor or its agents will obtain or attempt to obtain unauthorized access to such Services or to any other protected materials or information, through any means not intentionally made available by the Trustee for the specific use of the Sponsor. To the extent that a personal identification number (PIN) is necessary for access to the Electronic Services, the Sponsor and/or its Plan Participants, as the case may be, are solely responsible for all activities that occur in connection with such PINs.

(d) The Trustee will provide to Participants the FullView® service via Fidelity NetBenefits®, through which Participants may elect to consolidate and manage any retirement account information available through Fidelity NetBenefits® as well as External Account Information. To the extent not provided by the Trustee or its affiliates, the data aggregation service will be provided by Yodlee.com, Inc. or such other independent provider as the Trustee may select, pursuant to a contract that requires the provider to take appropriate steps to protect the privacy and confidentiality of information furnished by users of the service. The Sponsor acknowledges that Participants who elect to use FullView® must provide passwords and PINs to the provider of data aggregation services. The Trustee will use External Account Information to furnish and support FullView® or other services provided pursuant to this Agreement, and as otherwise directed by the Participant. The Trustee will not furnish External Account Information to any third party, except pursuant to subpoena or other applicable law. The Sponsor agrees that the information accumulated through FullView® shall not be made available to the Sponsor, provided, however, that the Trustee shall provide to the Sponsor, upon request, aggregate usage data that contains no personally identifiable information.

Section 15. Assignment.

This Agreement, and any of its rights and obligations hereunder, may not be assigned by any party without the prior written consent of the other party(ies), and such consent may be withheld in any party's sole discretion. Notwithstanding the foregoing, Trustee may assign this Agreement in whole or in part, and any of its rights and obligations hereunder, to a subsidiary or affiliate of Trustee without consent of the Sponsor. All provisions in this Agreement shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns.

Section 16. Proprietary Material.

Trustee, its vendors and assignees shall retain title to any systems, methods, know-how and materials used in providing the services contemplated herein (including without limitation hardware, software and other procedures and methods, documents or scripts whether written or electronic) (collectively, "Trustee and Third Party Intellectual Property"). Sponsor acknowledges that any such Trustee and Third Party Intellectual Property developed or used by Trustee, its vendors or assignees in providing the services is the proprietary and confidential property of the respective party.

Section 17. Force Majeure.

No party shall be deemed in default of this Agreement to the extent that any delay or failure in performance of its obligation(s) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, acts of terrorism, whether actual or threatened, quarantines, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, power outages or strikes. This clause shall not excuse any of the parties to the Agreement from any liability which results from failure to have in place reasonable disaster recovery and safeguarding plans adequate for protection of all data each of the parties to the Agreement are responsible for maintaining for the Plan.

Section 18. Confidentiality; Safeguarding of Data.

(a) Confidential Information.

In connection with this Agreement, each of the parties has disclosed and may continue to disclose to the other party information that relates to the disclosing party's business operations, financial condition, employees, former employees, eligible dependents and beneficiaries of such employees and former employees, customers, business associates, products, services or technical knowledge. Except as otherwise specifically agreed in writing by the parties, Trustee and Sponsor each agree that from and after the Effective Date (i) all information communicated to it before or after the Effective Date by the other and identified as confidential or proprietary, (ii) all information identified as confidential or proprietary to which it has access in connection with the services, whether such access was before or after the Effective Date, (iii) all information communicated to it that reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party including without limitation technical, trade secret or business information, financial information, business or marketing strategies or plans, product development or customer information, and (iv) the terms and conditions of this Agreement (collectively, the "Confidential Information") will be used only in accordance with this Agreement.

(b) Ownership of Information/Safeguarding Information.

Each party's Confidential Information will remain the property of that party except as otherwise expressly provided in this Agreement. Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each party may use and disclose relevant aspects of the other party's Confidential Information to its employees, affiliates, subcontractors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations under this Agreement or the enforcement of its rights under this Agreement; provided, however, that the disclosing party shall ensure that such parties agree to be bound by confidentiality provisions at least as restrictive as those set forth in this Section 18; and provided further, however, that in no event shall Sponsor disclose such Confidential Information to direct competitors of the Trustee. Each party will be responsible for any improper disclosure of Confidential Information by such party's employees, affiliates, subcontractors or agents. Neither party will (i) make any use or copies of the Confidential Information of the other except as contemplated by this Agreement, or (ii) sell, assign, lease or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other party. Neither party will withhold the Confidential Information of the other party (including in the case of the Sponsor, the Personal Data) or refuse for any reason (including due to the other party's actual or alleged breach of this Agreement) to promptly return to the other party its Confidential Information (including copies thereof) if requested to do so.

(c) Return of Information.

Upon expiration or any termination of this Agreement and completion of a party's obligations under this Agreement, each party will return or destroy, as the owner may direct, all

documentation in any medium that contains or refers to the other party's Confidential Information; however, each party may retain copies of Confidential Information of the other party solely to the extent required for compliance with applicable professional standards and applicable law.

(d) Exceptions to Confidential Treatment.

Sections 18(a), (b) and (c) shall not apply to any particular information that either party can demonstrate (i) was, at the time of disclosure to it (a) already known to the receiving party (and not subject to a pre-existing confidentiality agreement) or (b) publicly known; (ii) after disclosure to it, becomes publicly known through no fault of the receiving party; (iii) was received after disclosure to it from a third party who did not indicate that the information was to be treated as confidential in connection with the disclosure or (iv) was independently developed by the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 18 for disclosing Confidential Information of the other party to the extent required to satisfy any valid subpoena, court order, litigation or regulatory request, or any other legal requirement of a competent governmental authority, provided that following receipt of any such request, or making a determination that disclosure is legally required, and to the extent that it may legally do so, such party advises the other party prior to making such disclosure in order that the other party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. In addition, Trustee will not be considered to have breached its obligations under this Section 18 for using or disclosing Confidential Information to the extent Trustee or an affiliate of the Trustee is specifically authorized by an individual to use that individual's personal information (including plan-related and account-related information applicable to that individual) in connection with any other Trustee products or services.

(e) No Duty to Disclose.

Nothing contained in this Section 18 will be construed as obligating a party to disclose its Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any rights or license to the Confidential Information of the other party provided that Trustee shall be excused from its obligations to perform hereunder to the extent Sponsor fails to provide any such information as is reasonably necessary for Trustee to perform the services and otherwise meet its obligations hereunder.

(f) Personal Data.

In order to fulfill its obligations under this Agreement, Trustee may receive in connection with this Agreement or the services provided hereunder personal data, including compensation, benefits, tax, marital/family status and other similar information about participants ("Personal Data"). Trustee acknowledges that it is receiving Personal Data only in connection with the performance of the services and Trustee will not use or disclose Personal Data without the permission of the Sponsor for any purpose other than as permitted in this Agreement and in fulfilling its obligations under this Agreement, unless disclosure is required or permitted under this Agreement or by applicable law. With respect to Personal Data it receives under this

Agreement, Trustee agrees to (i) safeguard Personal Data in accordance with its privacy policy, and (ii) exercise at least the same standard of care in safeguarding such Personal Data that it uses to protect the personal data of its own employees. Notwithstanding the foregoing, Sponsor may monitor Trustee's interactions with participants, and Sponsor authorizes Trustee to permit third-party prospects of the Trustee to monitor participants' interactions for the purpose of evaluating Trustee's services. Nothing in this Agreement shall affect in any way other product or service arrangements entered into separately by Trustee or its affiliates and the Sponsor and/or participants.

(g) Foreign Data Protection Laws.

Sponsor is responsible for any and all activities necessary to ensure compliance with applicable laws regarding data protection outside of the United States and for ensuring that the transfer of Personal Data to Trustee is in compliance with such laws. Sponsor will not transfer any Personal Data to Trustee unless Sponsor has satisfied such laws, such as through the use of consents. Trustee will be entitled to presume that, unless notified to the contrary by Sponsor, activities necessary to ensure compliance with such laws have been satisfied by Sponsor with respect to all Personal Data furnished to Trustee hereunder. Trustee will have no obligation to process any Personal Data if Trustee is on notice that compliance with such laws has not been met.

Section 19. Authorization To Make Available Comprehensive Employee Solutions.

Notwithstanding any provision of the Agreement to the contrary, Sponsor hereby authorizes Trustee, FBSLLC, and other affiliates of the Trustee, throughout the term of this Agreement and any extensions thereto, to provide and/or offer personal and/or workplace services, tools, programs, and products (collectively, "Comprehensive Employee Solutions") to any and all persons with respect to whom the Trustee receives any information hereunder, including Comprehensive Employee Solutions unrelated to retirement or employment and the Trustee may use for such purpose any information received hereunder. Any information collected by the Trustee in the course of providing Comprehensive Employee Solutions may be retained and used by the Trustee, FBSLLC, or Trustee affiliates after the termination of this Agreement. All information shall be treated in accordance with Trustee's privacy policy. Trustee shall provide Sponsor with a schedule and overview of the anticipated Comprehensive Employee Solutions communications on an annual basis. If any material enhancements or modifications are planned for anticipated communications, beyond those outlined in such schedule, Trustee shall provide Sponsor with prior notice of any such enhancements or modifications. Sponsor may request that Trustee cease delivery of a specific Comprehensive Employee Solutions communication through written notice to Trustee, provided that the Trustee must receive notice of such request allowing it reasonable time to stop such communication. Participants who request that Trustee discontinue communications related to Comprehensive Employee Solutions other than workplace-related offerings shall be permitted to do so in accordance with industry rules and practices and through various means that may be specific by communication medium. With respect to any product or service made available directly to individuals by Trustee or its affiliates pursuant to Sponsor's authorization in this Section 19 and not as part of Trustee's servicing of the Plan in accordance with the remaining terms of this Agreement, Trustee shall defend, indemnify and hold harmless Sponsor against any claim brought by any such individual alleging (i) liability on account of Sponsor's endorsement of such products or services, or (ii) that actions taken by Trustee or its

affiliates in the marketing, sale or servicing of any such products or services were (A) negligent, fraudulent, misleading, or inaccurate, (B) in violation of applicable securities law, regulation, or securities regulatory organization rules, or (C) in breach of the terms of any agreement(s) entered into between such individual and Trustee (or its affiliate) with respect to such products or services. Sponsor shall be solely responsible for (i) ensuring that its authorizations in this Section 19 comply with all laws, policies and contracts to which the Sponsor is subject, and (ii) any misrepresentations of any such products or services by the Sponsor's employees or other representatives.

Section 20. Resolution of Disputes.

(a) Informal Dispute Resolution.

In the event that there is a dispute, claim, question or difference arising out of or relating to this Agreement or any alleged breach hereof (a "Dispute") (except to the extent such Dispute is covered by Section 20(c) hereof), prior to the initiation of any action in a court of law, the parties will use reasonable efforts to settle such Dispute. During the course of such discussions, all reasonable requests made by one party to another for non-privileged information, reasonably related to the Dispute, will be honored in order that each of the parties may be fully apprised of the other's position. The specific format for such discussions will be left to the discretion of the parties, but may include the preparation of agreed-upon statements of fact or written statements of position.

(b) Non-Binding Mediation.

Except as expressly provided otherwise in this Agreement, if the parties do not reach a solution pursuant to the provisions of Section 20(a) within a period of twenty (20) business days, then upon written notice by a party to the other party, the parties will attempt in good faith to resolve the Dispute by non-binding mediation. Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of (i) the good-faith determination by the appropriate senior executives of each party that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the mediator.

(c) Exceptions to Dispute Resolution Procedure.

The provisions of this Section 20 will not be construed to prevent a party from (i) seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted or threatened breach) of this Agreement by the other party, or (ii) making any claim or asserting any defense in litigation or other formal proceedings to the extent necessary (A) to avoid the expiration of any applicable limitations period, (B) to preserve a superior position with respect to other creditors, or (C) in the case of claims involving third parties, to allow for an expeditious and orderly presentation of a party's claims or defenses.

Section 21. General.

(a) Performance by Trustee, its Agents or Affiliates.

The Sponsor acknowledges and authorizes that the services to be provided under this Agreement shall be provided by the Trustee, its agents or affiliates, including but not limited to FIIOC, FBSLLC, or the successor to any of them, and that certain of such services may be provided pursuant to one or more separate contractual agreements or relationships.

(b) Entire Agreement.

This Agreement, together with the schedules, referenced herein, contains all of the terms agreed upon between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, written or oral, made by the parties with respect to the services.

(c) Waiver.

No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of (1) any other obligation hereunder or (2) any subsequent failure or refusal to comply with any other obligation hereunder.

(d) Successors and Assigns.

The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties.

(e) Partial Invalidity.

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Section Headings.

The headings of the various sections and subsections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

(g) Communications.

(i) Content.

The Sponsor shall provide all information requested by the Trustee to help it prepare Participant communications necessary to allow the Trustee to meet its obligations under this Agreement. The Sponsor represents that Participant communications prepared by the Sponsor will include any information required by applicable regulations to afford Plan fiduciaries protection under

ERISA §404(c). The Trustee shall have no responsibility or liability for any Losses resulting from the use of information provided by or from communications prepared by the Sponsor.

(ii) Delivery.

In the event that the Sponsor retains any responsibility for delivering Participant communications to some or all Participants and beneficiaries, the Sponsor agrees to furnish the communications to such Participants in a timely manner as determined under applicable law including ERISA §404(c) and the Sarbanes-Oxley Act requirements for "blackout" notices). The Sponsor also represents that such communications will be delivered to such Participants and beneficiaries in a manner permitted by applicable law, including electronic delivery that is consistent with applicable regulations regarding electronic transmission (for example, DOL Regulation §2520.104b-1(c)). The Trustee and its affiliates shall have no responsibility or liability for any Losses resulting from the failure of the Sponsor to furnish any such communications in a manner which is timely and consistent with applicable law.

The provisions of this Agreement shall apply to all information provided and all Participant communications prepared and delivered by the Sponsor or the Trustee during the implementation period prior to the execution date of this Agreement and throughout the term set forth in this Agreement.

(h) Survival.

The Trustee's and Sponsor's respective obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including but not limited to these contained in Sections and subsections entitled "Indemnification", "Confidentiality; Safeguarding of Data" and "Inspection and Audit", shall survive any termination of the Agreement.

(i) Duty to Mitigate Damages.

Each party has a duty to mitigate the damages that would otherwise be recoverable from the other party pursuant to this Agreement by taking appropriate, commercially reasonable actions to reduce or limit the amount of such damages.

(j) Sponsor Authorization.

Sponsor understands, acknowledges and agrees that (i) Trustee utilizes omnibus accounts at unaffiliated banks for money movement into and out of investment options in defined contribution plans, and (ii) Trustee acts as agent for the Plan with respect to such accounts and generally invests the funds awaiting settlement of transactions or clearance of disbursements in short-term investments.

Sponsor hereby authorizes Trustee, in accordance with the foregoing process, to (i) commingle funds in transit to or from the Plan with other plans' funds for transaction accounts, (ii) invest overnight omnibus transaction account balances in short-term investments, (iii) use float earnings to pay bank fees and make other required adjustments, and (iv) retain net float earnings attributable to the Plan. Trustee shall be responsible for paying any bank fees that are not covered by earnings generated by the omnibus accounts.

For purposes of the foregoing, net float earnings shall be determined by subtracting from gross float earnings any fees charged by the banks in connection with such accounts. Gross float earnings will also be subject to adjustments arising in connection with an omnibus trading process.

Neither the Sponsor nor the Plan shall be liable for any diminution in the value of such overnight investments. Provided that the Sponsor has provided timely funding, neither the Sponsor nor the Plan shall be responsible for any failure to settle or clear from such omnibus accounts any proper or timely trade or disbursement if such failure results from a decrease in the value, or temporary inaccessibility of funds attributable to either the use of a specific bank or the overnight investment of balances from such accounts.

Section 22. Governing Law.

(a) Massachusetts Law Controls.

This Agreement is being made in the Commonwealth of Massachusetts, and the Trust shall be administered as a Massachusetts trust. The validity, construction, effect, and administration of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, except to the extent those laws are superseded by applicable federal law or regulations.

(b) Trust Agreement Controls.

The Trustee is not a party to the Plan, and in the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement shall control.

Section 23. Plan Qualification.

The Sponsor hereby represents that (1) the Plan is intended to be qualified under section 401(a) of the Code and the Trust established hereunder is intended to be tax-exempt under section 501(a) of the Code, and (2) to the extent Participants are able to instruct the investment of their account, that the Plan is intended to satisfy the requirements set forth in section 404(c) of ERISA and related regulations.

The Sponsor has the sole responsibility for ensuring the Plan's qualified status and full compliance with the applicable requirements of ERISA and the Code. The Sponsor shall take appropriate actions to file with the IRS, as and when required, determination letter requests and make such reasonable changes to the Plan document as are suggested by the IRS as being necessary for maintaining the Plan's qualified status. The Sponsor shall provide copies of any updated determination letters with respect to the Plan to the Trustee. If the Plan ceases to be qualified within the meaning of section 401(a) of the Code, the Sponsor shall notify the Trustee as promptly as is reasonable.

Section 24. Standard of Care.

The Trustee acknowledges that, in its capacity as a directed trustee, it is acting as a fiduciary of the Plan under ERISA. In carrying out its duties as a directed-trustee, the Trustee shall act in

accordance with ERISA's fiduciary standards as applicable to a directed-trustee. Additionally, to the extent it is determined that in a court of competent jurisdiction, in performing any of the administrative services provided for herein, the Trustee is acting as a fiduciary under ERISA in its capacity as a directed-trustee, the Trustee shall perform such services in accordance with ERISA's fiduciary standards.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized signatories as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this Agreement on behalf of the respective parties. Each party may rely without duty of inquiry on the foregoing representation.

ALLINA HEALTH SYSTEM (d/b/a ALLINA HEALTH)

By: _____
its Authorized Signatory

Name: Kristyn M. Mullin

Title: Director, Employee Benefits

Date: 3/28/12

FIDELITY MANAGEMENT TRUST COMPANY

By: _____
its Authorized Signatory

Name: Thomas L. Hughes, Jr.

Title: EVP

Date: 4/30/12

SCHEDULES

SCHEDULE A – *Administrative Services*

Administration

* Establishment and maintenance of Participant account and election percentages.
* Maintenance of the Plan investment options set forth on Schedule C.
* Maintenance of the money classifications set forth in the Plan Administration Manual.
* The Trustee will provide the recordkeeping and administrative services set forth on this Schedule A or as otherwise agreed to in writing (or by means of a secure electronic medium) between Sponsor and Trustee. The Trustee may unilaterally add or enhance services, provided there is no impact on the fees set forth in Schedule B.

A) Participant Services

1. Participant service representatives are available each business day to provide toll free telephone service for Participant inquiries and transactions.
2. Participants have virtually 24 hour account inquiry capabilities through the automated voice response system. Through on-line account access via the world wide web, Participants also have virtually 24 hour transaction capabilities.
3. For security purposes, all calls are recorded. In addition, several levels of security are available including the verification of a PIN or such other personal identifier as may be agreed to from time to time by the Sponsor and the Trustee.
4. Sponsor hereby directs the Trustee to treat as Directions any telephonic instruction with respect to the investment of amounts credited to an account given by a person identifying himself or herself, to the satisfaction of the Trustee, as a person authorized by a Participant to effect such transactions, provided that Sponsor has approved such transactions in accordance with Schedule E.
5. The following services are available via the telephone or such other electronic means as may be agreed upon from time to time by the Sponsor and the Trustee:
    - Process Participant enrollments, in accordance with procedures set forth in the Plan Administration Manual.
    - Provide Plan investment option information.
    - Provide and maintain information and explanations about Plan provisions.
    - Respond to requests for literature.

- Allow Participants to change their contribution election percentage(s) and establish/change catch-up contributions, if applicable. Provide updates via EDT for the Sponsor to apply to its payrolls accordingly.
- Maintain and process changes to Participants' contribution allocations for all money sources.
- Process exchanges (transfers) between investment options on a daily basis, in accordance with the procedures set forth in the Plan Administration Manual.
- Process in-service withdrawals, hardship withdrawals as directed by the Sponsor, and full distributions in accordance with the Plan Administration Manual.
- Consult with Participants on various loan scenarios and process loan requests (including loans for the purchase of a primary residence, if applicable) as directed by the Sponsor.

B) Plan Accounting

1. Process consolidated payroll contributions according to the Sponsor's payroll frequency via EDT, consolidated magnetic tape or diskette. The data format will be provided by Trustee.
2. Maintain and update employee data necessary to support Plan administration. The data will be submitted according to payroll frequency.
3. Provide daily Plan and Participant level accounting for all Plan investment options.
4. Provide daily Plan and Participant level accounting for all money classifications for the Plan.
5. Audit and reconcile the Plan and Participant accounts daily.
6. Reconcile and process Participant withdrawal requests and distributions as approved and directed by the Sponsor. All requests are paid based on the current market values of Participants' accounts, not advanced or estimated values. A distribution report will accompany each check.
7. Track individual Participant loans; process loan withdrawals; re-invest loan repayments; and prepare and deliver comprehensive reports to the Sponsor to assist in the administration of Participant loans.
8. Maintain and process changes to Participants' deferral percentage and prospective and existing investment mix elections.

C) Participant Reporting

1. Provide confirmation to Participants of all Participant initiated transactions either online or via the mail. Online confirms are generated upon submission of a transaction and mail confirms are available by mail within three to five calendar days of the transaction.

2. Provide Participant statements in accordance with the procedures set forth in the Plan Administration Manual.

3. Provide Participants with required Code Section 402(f) notification for distributions from the Plan. This notice advises Participants of the tax consequences of their Plan distributions.

4. The Trustee agrees to develop communications/notices that the Sponsor may utilize to comply with its responsibilities set forth under section 2550.404a-5 of ERISA. The Trustee shall provide details related to such communications/notices as soon as administratively feasible.

5. Provide all legally required qualified Plan notices to Participants on an as needed basis. These currently include the QDIA, Safe Harbor and Auto Escalation Notices.

D) Plan Reporting

1. Provide a monthly trial balance report presenting all money classes and investments. This report is based on the market value as of the last business day of the month. The report will be delivered not later than twenty (20) calendar days after the end of each month in the absence of unusual circumstances.

E) Government Reporting

1. Process year-end tax reports for Participants – Forms 1099-R, as well as financial reporting to assist in the preparation of Form 5500.

F) Communication & Education Services

1. Design, produce and distribute a customized comprehensive communications program for employees. The program may include multimedia informational materials, investment education and planning materials, access to Fidelity's homepage on the internet and STAGES magazine. Additional fees for such services may apply as mutually agreed upon between Sponsor and Trustee.

2. Sponsor to provide the Trustee advanced notice and the ability to review Sponsor-initiated communications that may include language specific to the Services performed by the Trustee.

G) Other

1. Transfers and Rollovers: Process requests for transfers and/or rollovers of Participant account balances to and from other investment options and/or providers for the Plan.

2. DRO Qualification: The Trustee will determine whether a judgment, decree or order, including approval of a property settlement or domestic relations order relating to benefits under the Plan, which provides for child support, alimony payments or marital property rights for the benefit of a spouse, former spouse or other dependent of a

Participant is "qualified" under section 414(p) of the Code and section 206(d) of ERISA. The specific procedures associated with this service are detailed in the Plan's Qualified Domestic Relations Order Approval Guidelines and Procedures ("QDRO Guidelines"). The service will commence only after receipt by the Trustee of written QDRO Guidelines signed by the Sponsor. The Trustee does not provide full Joinder response.

3. Fixed Annuity Option: Pursuant to the terms of this Agreement, the Trustee agrees to perform certain recordkeeping services permitted or required under the terms of the contract entered into by Sponsor and Principal as they relate to investment options and the Principal Account. Accordingly, the Trustee shall perform the following recordkeeping services provided for under the terms of this Agreement:

   (i) remittance of contributions

   (ii) distribution of benefits

   (iii) exchanges between the Principal Account and the investment options

   (iv) designation of beneficiaries, if applicable

4. Prospectus Delivery: Annual prospectuses and semiannual shareholder reports for Mutual Funds will be mailed to the Sponsor, and to Participants upon request or when making an initial investment in a mutual fund.

5. Account Corrections: Process and reconcile Participant account corrections upon the Sponsor's written request to correct excess contributions, excess aggregate contributions and/or mistakes of fact. Process and reconcile Participant account corrections upon the Sponsor's or Participant's written request to correct excess deferrals. Such corrections shall only be made in accordance with Section 8 of this Agreement.

6. Fidelity Plan Sponsor Webstation®: The Fidelity Participant Recordkeeping System is available on-line to the Sponsor via the Fidelity Plan Sponsor Webstation®. PSW is a graphical, Windows-based application that provides current plan and Participant-level information, including indicative data, account balances, activity and history. The Sponsor agrees that PSW access will not be granted to third parties without the prior consent of the Trustee.

7. Address Changes By-Phone: The Trustee shall allow terminated and retired Participants to make address changes via Fidelity's toll-free telephone service as directed by the Sponsor and documented in the Plan Administration Manual.

8. Minimum Required Distribution: The Trustee shall monitor and notify appropriate Participants who are eligible for MRD. Upon notification from the MRD Participant, the Trustee shall use the MRD Participant's information to process the distribution. If the MRD Participant does not respond to Trustee's notification, the Sponsor hereby directs Trustee to automatically begin the required minimum distributions for the Participant.

9. Non-Discrimination Testing. The Trustee shall perform non-discrimination testing. In order to obtain this service, the Sponsor shall be required to provide the information identified in the Fidelity Discrimination Testing Package Guidelines. Any fees and restrictions associated with this testing service shall be addressed in such Guidelines on Schedule B.

10. Auto Rebalance: Automatically rebalance Participants' accounts, upon Participant's election of such service, on a periodic basis to align the balances with the investment allocation established by Participants. Participants will receive a reminder notice in the mail ten (10) business days before the rebalance takes place. Confirmation statements are available online or in hardcopy.

11. Electronic Funds Transfer ("EFT"): Provide EFT service to Participants to receive Plan distributions electronically including: Loans, Withdrawals (including hardships), Systematic Withdrawal Payments (SWPs), and Minimum Required Distributions (MRDs).

12. E-Mail Messages: The Trustee may provide certain e-mail messages to Plan Participants and beneficiaries for which it has valid e-mail addresses. Such e-mail messages will be sent to those Plan Participants and beneficiaries who provide the Trustee with a valid e-mail address, either through Fidelity NetBenefits®, Participant Service Representatives, paper-based forms and applications, or for whom the Trustee receives a valid e-mail address from the Sponsor. Any Plan Participant or beneficiary for whom the Trustee does not have a valid e-mail address may or may not receive a substantially similar paper version of such e-mailed message.

13. De Minimis Distributions. The Trustee will determine whether the Participant's vested account balance exceeds $5,000 excluding roll-in amounts, based on Plan provisions, as communicated by the Sponsor to the Trustee.

    If the vested benefit as determined under Plan provisions is less than $5,000, a notification will be sent explaining the pending mandatory cash-out distribution and Participant options. After the notification period of at least 30 but not more than 70 days, if the Participant's vested benefit remains under $5,000, the Trustee will distribute the Participant's entire vested benefit in a single-sum distribution.

    Notwithstanding the above, if at the time of a mandatory distribution the Participant's vested benefit exceeds $1,000 and absent an election by the Participant for cash, the Trustee will roll over the Participant's vested benefit into an IRA with The Trustee Investments, pursuant to direction from the Sponsor, in accordance with Internal Revenue Code §401(a)(31)(B) and subsequent regulatory guidance.

14. Automatic Enrollment Service: Eligible employees shall be enrolled in the Plan unless they affirmatively decline participation prior to their automatic enrollment date.

15. ProManage: Provide an annual data file to ProManage, as directed by Sponsor, in conjunction with the ProManage Service.

16. Sponsor Administration Fee: Each calendar month in which a Sponsor Administration Fee is to be charged, Sponsor shall direct Fidelity, in writing, with respect to the per participant fee amount to be charged for such month. The per participant fee amount shall be charged monthly and allocated against Participant's accounts, and shall remain in the fee account until Fidelity receives Direction from the Sponsor. Such fee account shall be invested in the Fidelity Retirement Government Money Market Portfolio until Fidelity receives Direction from Sponsor to invest such fee account in another investment option. Fidelity shall remit amounts to the Sponsor, or Sponsor's designee, from the fee account upon certification from the Sponsor that such amount shall be used to reimburse the Sponsor for Plan administrative costs incurred by the Sponsor in accordance with the Plan and ERISA.

17. Vesting: Recordkeep Participant vested percentages in accordance with the Sponsor's explicit written direction for the following money classifications:

    - Annual Employer Contributions

Such recordkeeping services shall only be available if the Sponsor provides the Trustee with each participant's vesting percentage in the Trustee's prescribed format. The Trustee will not be responsible for calculating Participant's vested percentages, and will not maintain a vesting schedule. Sponsor understands and agrees that the Trustee will direct all questions from Participants relating to vesting status to Sponsor.

FORFEITURES

In accordance with Sponsor's Direction, forfeited assets will be recordkept by the Trustee in a forfeiture account under the Plan, invested in Principal Fixed Account. Forfeited assets will remain in the forfeiture account until the Trustee is instructed otherwise by Sponsor.

ALLINA HEALTH SYSTEM (d/b/a ALLINA HEALTH)

By: _____
its Authorized Signatory

Name: Kristyn M. Mullin

Title: Director, Employee Benefits

Date: 3/28/12

FIDELITY MANAGEMENT TRUST COMPANY

By: _____
its Authorized Signatory

Name: Thomas L. Hughes Jr

Title: EVP

Date: 4/30/12

SCHEDULE B – *Fee Schedule*

Trustee's Fees:

The Trustee's fees hereunder shall be assessed at an annual rate of 0.02% of the assets of the Trust which are invested in Fidelity Mutual Funds. One-fourth of such fee shall be payable each calendar quarter, and shall be calculated as 0.005% of the assets in the Trust which are invested in Fidelity Mutual Funds as of the last valuation date of such calendar quarter. In no event shall such Trustee's fee hereunder be less than $2,500.00 or more than $5,000.00 for any calendar year. **WAIVED**

Recordkeeping Services Fees:

Annual Participant Fee:	$0.00 per Participant annually, billed and payable quarterly.
Loan Fees:	
a. *Loan Recordkeeping Fee:*	$12.50 per quarter, for each outstanding loan maintained by the Trustee.
b. *Loan Application Fee:*	$25.00 non-refundable loan application fee. Loan fees are deducted directly from each Participant's account.
Minimum Required Distribution:	$25.00 per Participant per MRD Withdrawal. **WAIVED**
In-Service Withdrawals:	$25.00 per withdrawal. **WAIVED**
Fidelity Plan Sponsor Webstation®:	NONE The Trustee shall not be responsible for any hardware, software or connection, or any other charges in connection with this service.
Return of Excess Contribution Fee:	$25.00 per Participant, one-time charge per calculation and check generation. **WAIVED**
Non-Fidelity Mutual Funds:	Payments made directly to Fidelity Investments Institutional Operations Company, Inc. (FIIOC) or its affiliates by Non-Fidelity Mutual Fund vendors shall be posted and updated quarterly on Fidelity Plan Sponsor Webstation® at https://psw.fidelity.com or a successor site, or prepared and delivered on a quarterly basis no later

	than twenty (20) calendar days after the end of each quarter in the absence of unusual circumstances.
DRO Qualification:	Fees are charged at the initial approval or rejection of the DRO. There is no charge for review of amended Orders. The Sponsor hereby directs Fidelity to assess the specified fees to the participant and/or the Alternate Payee in accordance with the QDRO Guidelines. $1,200 for a "standard" DRO (a "standard" DRO is an order that references one defined contribution plan only); $1,800 for a "complex" DRO (a "complex" DRO is an order that references a defined benefit plan or multiple plans (defined benefit and/or defined contribution, in any combination). **WAIVED**
Non-Discrimination Testing:	Included (no charge).

Performance Payments:

A. Performance Payments Terms

The Trustee shall make payments to a Performance Account, as defined below, in the event that the Trustee fails to meet performance standards set forth in Schedule F in accordance with the following terms ("Performance Payments"):

(1) Fees for Fidelity-provided Services. Performance Payments shall be first used to offset any cost of services provided by the Trustee to the Plan(s) that would otherwise be payable pursuant to this Agreement, as it may be amended from time to time, ("Fees") and that are initially billed at the time that the Performance Payments are assessed. Outstanding due and payable Fees will not be offset when Performance Payments are assessed; however, the Trustee reserves the right to offset such Fees with amounts from the Performance Account as defined below. If there is more than one Plan for which Performance Payments are made, the amounts for each Plan will be held and accounted for in separate Performance Accounts.

(2) Performance Account. If no Fees are to be initially billed at the time that Performance Payments are assessed, then the Performance Payments shall be credited to a suspense account in the Plan to be used to defray reasonable Plan expenses (the "Performance Account") that shall be maintained by the Trustee. Amounts credited to the Performance Account shall be invested in the Principal Fixed Account.

(3) Application of the Performance Account. Amounts held in the Performance Account shall be used as described in this subsection A(3), and shall be subject to

all the provisions of this "Performance Payments" section, and upon receipt of proper directions consistent with subsection A(4) from the Sponsor, acting as Named Fiduciary, amounts held in the Performance Account shall be used, as follows:

(i) Fees for Services: The Sponsor may direct the Trustee to debit the Plan's Performance Account for the payment of outstanding amounts owed to the Trustee for services provided to the Plan.

(ii) Payment to Sponsor. The Sponsor may direct the Trustee to debit the Plan's Performance Account and use such amounts to reimburse the Sponsor for expenses incurred by the Sponsor on behalf of the Plan within the prior 12 months. For purposes of this "Performance Payments" section, an expense is incurred as of the date of the invoice, or if earlier the date on which the Sponsor paid for the service.

(iii) Payments to Third Parties. Nothing in this subsection A(3) shall obligate the Trustee to make payments to any entity other than the Sponsor under the terms hereof. Notwithstanding the foregoing, subject to the Trustee approval, Sponsor may request and the Trustee may agree to pay third party vendor invoices subject to the terms of the Performance Account Procedures herein, and in accordance with the Model Letter of Direction – Schedule B-1.

(iv) No Allocation to Participant Accounts. Amounts held in the Performance Account may not be allocated to participant accounts.

(v) Termination of Agreement. Upon termination of this Agreement, the balance in the Performance Account shall be transferred, in cash, to the successor trustee in accordance with the Directions of the Administrator, acting as Named Fiduciary. The Trustee and its affiliates shall have no rights to any amounts in the Performance Account except as specifically provided in this Agreement.

(4) The Sponsor shall provide Direction to the Trustee when it wishes to use amounts held in the Performance Account for the payment of Plan expenses. A Letter of Direction with instructions for reimbursement or offset shall include certification from the Administrator, as Named Fiduciary, that: (1) the Plan allows for payment of such expenses from the Plan and absent the Performance Payments arrangement, the Named Fiduciary would pay such expenses from Plan assets; (2) such expenses are reasonable, necessary and direct expenses of such Plan within the meaning of ERISA; (3) the services for which payment or offset is requested (a) were rendered to the Plan(s), and (b) paid or incurred by the Sponsor on behalf of the Plan within the prior 12 months; and (4) the receipt of such payment does not violate, to the knowledge of the Named Fiduciary, any applicable state or federal law (including, without limitation, the prohibited transaction provisions of ERISA or the Code). Neither the Trustee nor any of its affiliates shall have any responsibility to make or verify any certification provided by the Administrator under this subsection A(4). A model Letter of Direction is attached as Schedule B-1. The Sponsor acknowledges that reasonable, necessary and direct expenses of

the Plan shall not include any operating expenses paid by Mutual Fund shareholders generally that are reflected in the net asset values of such Mutual Fund shares held by the Plan.

(5) Any debits or payments pursuant to section B shall be limited to the amount of the Performance Account for the Plan at the time the direction is submitted to the Trustee, and shall be subject to the Performance Payment Procedures set forth below in section B.

(6) A Performance Payment cannot be used to offset, reimburse or pay: (i) expenses that have been deducted from Participant accounts; (ii) expenses that are accrued in the net asset value or mil rate of an investment option; or (iii) fees for Fidelity-provided investment management services. The Trustee reserves the right to exclude additional expenses and/or services from eligibility for offset or reimbursement from the Performance Account.

B. Performance Payments Procedures

The following procedures govern the use of amounts held in the Performance Account to offset the cost of services provided by the Trustee or its affiliate(s), to reimburse the Sponsor for other Plan expenses or to pay third-party invoices at Sponsor's direction. The Trustee reserves the right to amend the procedures in this section B. at any time, upon notice to the Sponsor.

(1) If the Sponsor has directed the Trustee to use amounts to offset the costs of Fidelity-provided services that are due and payable, the Trustee will apply such amounts, to the extent available, at the time such Direction is received. Any Fees for Fidelity-provided services not offset by Performance Payment amounts will remain due and payable pursuant to ordinary invoice and contract terms.

(2) If the Sponsor has directed the Trustee to reimburse amounts from the Performance Account, the Trustee will reimburse the amount directed to the extent available. If the submitted expenses exceed the balance in the Performance Account, the Trustee will reimburse the Sponsor the balance of the Performance Account. If additional amounts are credited to the Performance Account, the excess expenses will not be reimbursed to the Sponsor without additional direction from the Sponsor to do so.

(3) The Trustee will use amounts held in the Performance Account at the time written direction is received and in good order. Such Direction shall be provided to the Plan's relationship or client service manager consistent with established procedures. The Trustee will promptly notify the Sponsor if the Direction is not in good order, but it shall be the responsibility of the Sponsor to correct and resubmit the required documentation

(4) The Trustee is not responsible for any late charges, interest or penalties that may accrue owing to untimely submission to the Trustee of Directions in good order. The Trustee shall use amounts held in the Performance Account to defray such late charges, interest or penalties only if expressly directed to do so.

(5) The Trustee will make payments from the Performance Account to the extent that amounts are available in the account at the time direction and documentation is

submitted in good order to Fidelity Management Trust Company. All inquiries regarding application of any amount in the Performance Account should be directed to your service team.

(6) The Trustee shall maintain the Performance Account balance and shall report any such balance to the Sponsor, upon Sponsor's request.

Revenue Credit.

The Trustee shall make a payment in the amount of $300,000 annually, which shall be spread pro rata across the Allina 403(b) Retirement Savings Plan and the Allina 401(k) Retirement Savings Plan (the "Allina Plans") pro rata based on each Plan's assets as of the prior month end (the "Revenue Credit Account") under the following terms:

(1) Funding. The Trustee shall fund quarterly in arrears the pro rata portion of the annual Revenue Credit as soon as administratively feasible (generally within 15 Business Days) after the quarterly invoice has been issued and sent.

(2) Investment. The Revenue Credit Account shall be invested in the fund specified for such purpose on Schedule C.

(3) Application of Account. The Plan Administrator or Named Fiduciary may direct the Trustee to use amounts held in the Revenue Credit Account to reimburse the Sponsor for fees and expenses associated with services provided to the Allina Plans, or pay such vendors, including the Trustee or third parties, directly. Effective July 1, 2012, amounts unused for expenses may be allocated to Participant accounts in accordance with this section, provided that such allocation shall not occur more frequently than quarterly. Procedures attached as Schedule B-2, as it may be amended from time to time, shall govern payment of third parties as well as any allocation to Participant accounts.

(4) Directions. The Plan Administrator or Named Fiduciary shall provide direction to the Trustee when it wishes to use amounts held in the Revenue Credit Account for the payment of Plan expenses or allocation to Participants. In providing any direction to pay expenses or to allocate amounts to Participant accounts, the Plan Administrator or Named Fiduciary shall have concluded that the payments or allocations are permissible under the Allina Plans and meet the requirements of applicable laws, including ERISA and the Code.

(5) To the extent any Revenue Credits are deemed to be attributable to investments in Fidelity Mutual Funds that have adopted a plan pursuant to Rule 12b-1 under the Investment Company Act of 1940 ("1940 Act") at the time such Revenue Credits are made, such Revenue Credits shall be made available pursuant to such plan ("12b-1 Payments"), and the following conditions shall apply:

- The obligation to make 12b-1 Payments shall continue in effect for one year from the Effective Date of this amendment, and shall continue for successive annual periods only upon at least annual approval by a vote of the majority of

the Trustees for each of those Fidelity Mutual Funds that have adopted such plans, including a majority of those Trustees that are not "interested persons" (as defined in the 1940 Act) of such Mutual Funds and who have no direct or indirect financial interest in the operation of the plan or any agreement related thereto ("Qualified Trustees").

- Notwithstanding any provision hereof to the contrary, the obligation to make these 12b-1 Payments with respect to any plan may be terminated without penalty at any time, upon either a vote of a majority of the Qualified Trustees, or upon a vote of a majority of the outstanding voting securities (as defined in the 1940 Act) of the applicable Fidelity Mutual Fund to terminate or not continue the plan for the applicable Fidelity Mutual Fund.

- Upon assignment of this Agreement, the obligation to make 12b-1 Payments shall automatically terminate.

Other Fees: Separate charges may apply for extraordinary expenses resulting from large numbers of simultaneous manual transactions, from errors not caused by the Trustee, reports not contemplated in this Agreement, corporate actions, audit support in excess of the standard and customary hours allotted for the annual financial statement audit or the provision of communications materials in hard copy which are also accessible to Participants via electronic services in the event that the provision of such material in hard copy would result in an additional expense deemed to be material. Fees for corporate actions will be negotiated separately, based on the characteristics of the project as well as the overall relationship at the time of the project.

Note: These fees are based on the Plan characteristics, asset configuration, net cash flow, fund selection and number of Participants existing as of the date of this agreement. In the event that one or more of these factors changes significantly, fees may be subject to change after discussion and mutual agreement of the parties. Significant changes in the legal and regulatory environment would also prompt discussion and potential fee changes.

ALLINA HEALTH SYSTEM (d/b/a ALLINA HEALTH)

By: _____
Its Authorized Signatory

Name: Kristyn M. Mullin

Title: Director, Employee Benefits

Date: 3/28/12

FIDELITY MANAGEMENT TRUST COMPANY

By: _____
Its Authorized Signatory

Name: Thomas Lithgues Jr.

Title: EVP

Date: 4/3/12

SCHEDULE B-1 – *Model Letter of Direction for Performance Payments*

[Date]
Fidelity Management Trust Company *[or applicable Fidelity contracting entity]*
Attn: *Client Services Manager]*
[Address]

Re: *[Name of Plan(s)]*

Dear *[Client Services Manager/Relationship Manager/ Managing Director]*:

This letter is sent to you in accordance with the "Performance Standard" provisions of the Agreement dated *[effective date]* and as amended from time to time between Fidelity Management Trust Company ("Trustee") and Allina Health System (d/b/a Allina Health) ("Sponsor").

[ ] Please apply *[INSERT AMOUNT]* from the Performance Account in the Plan to outstanding due and payable Fidelity fees.

OR

[ ] Please provide the Sponsor reimbursement in the amount of *[INSERT AMOUNT]* from the Performance Account held in the Plan for expenses paid on behalf of the Plan.

OR

[ ] Please pay the enclosed invoice in the amount of *[INSERT AMOUNT]* from the Performance Account held in the Plan.

By signing below, the Sponsor represents in its capacity as or on behalf of the Named Fiduciary that:

(1) the Plan allows for payment of such expenses from the Plan and absent the Performance Payments arrangement, the Named Fiduciary would pay such expenses from Plan assets;

(2) such expenses are reasonable, necessary and direct expenses of such Plan within the meaning of ERISA, and

(3) the services for which payment or offset is requested (a) were rendered to the Plan(s) after and/or (b) paid or incurred by the Sponsor on behalf of the Plan within the prior 12 months; and

(4) the receipt of such payment does not violate, to the knowledge of the Named Fiduciary, any applicable state or federal law (including, without limitation, the prohibited transaction provisions of ERISA or the Code).

Sponsor/ Named Fiduciary

By: _____
Title: _____
Date: _____

SCHEDULE B-2 – *Procedures Governing Revenue Credit Account*

The following procedures govern the funding and use of the Revenue Credit Account, including any allocation to Participants. The Trustee reserves the right to amend the procedures in this Schedule B-2 at any time, upon notice to the Employer.

Payment to Third Parties

(1) Upon receipt of payment instructions in good order from an authorized signer for the Plan Administrator or Named Fiduciary, the Trustee shall redeem shares or units of investment options held in the Revenue Credit Account necessary to make such payments, and shall issue payment as soon as administratively feasible thereafter (typically within 5 business days).

(2) The Trustee shall have no obligation to process payment instructions that alone, or in aggregate with other instructions issued on the same date or already pending, exceed the amount of the Revenue Credit Account. The Trustee will promptly notify the Named Fiduciary and/or Plan Administrator if the direction is not in good order or if the payment has been returned, but it shall be the responsibility of the party providing the direction to correct and resubmit any requested payment instructions.

(3) The Revenue Credit Account may not be used to offset, reimburse or pay: (i) expenses that have been deducted from Participant accounts; or (ii) expenses that are accrued in the net asset value or mil rate of an investment option.

(4) The directing party shall have the sole responsibility to issue timely payment instructions. The Trustee is not responsible for any late charges, interest or penalties that may accrue owing to untimely submission to the Trustee of directions in good order. The Trustee shall not be responsible for calculating amounts owed for any Plan payment (other than amounts owed to the Trustee or its affiliates) and shall not use amounts held in the Revenue Credit Account to defray amounts requiring calculation (such as late charges, interest or penalties) unless such charges have been calculated and included in a specific amount the Trustee has been directed to pay.

(5) Directions to make payment from the Revenue Credit Account shall be submitted through the Trustee's internet application for Sponsors.

Payment to the Custodian

The Sponsor may direct the Trustee to use Revenue Credits, to the extent available, to pay invoices for Fidelity provided services. Any charges for Fidelity provided services not offset by Revenue Credits shall be due and payable pursuant to ordinary invoice and contract terms.

Allocation to Participants

(1) Provided that the balance in the Revenue Credit Account, if divided among Eligible Participants, exceeds $1 per Participant on average, the Named Fiduciary or Plan Administrator may direct the Trustee, no more frequently than once per calendar quarter, to allocate balances to Participant accounts.

(2) To the extent that the Named Fiduciary or Plan Administrator directs that balances in the Revenue Credit Account be allocated to Participants, the Trustee shall, in accordance with directions provided to the Trustee in good order on the form attached hereto as Schedule B-3, allocate to Eligible Participant accounts a Participant Revenue Credit ("PRC") as soon as administratively feasible (the "Crediting Date"). Allocations shall be made pro rata based on Eligible Participant account balances, exclusive of outstanding loan balances, as of the business day immediately preceding the Crediting Date. For purposes of PRC allocations only, Eligible Participant means any Participant or beneficiary (exclusive of those with status codes listed on Schedule B-3) with a balance greater than zero on the business day immediately preceding the Crediting Date.

SCHEDULE B-3 - *Directions Governing Revenue Credit Account*

The Named Fiduciary or Administrator hereby directs as follows:

1. Upon allocation to Participant Accounts, PRCs shall be invested: (Choose one option listed below)

   ☐ Pro rata across current investments and sources

   ☒ In accordance with Eligible Participants' elections for future contributions, or if no such election is on file, in the Plans' designated default investment:

   (Choose one option listed below)
   ☒ Pro rata across existing sources
   ☐ **[A single designated source]**

   ☐ In **[single designated investment]** and **[single designated source]**

2. Unless checked below, **[to the extent that Fidelity performs testing]** PRCs shall not be included as contributions for any testing or reporting purposes.

   ☐ Include PRCs as contributions for testing and reporting purposes.

3. List below any status codes to be excluded from Eligible Participants:

   _____

The Trustee shall be responsible for implementing the directions provided above, but has no responsibility for the legality or appropriateness of such directions. The Named Fiduciary may alter these directions at any time with reasonable advance notice and after consultation concerning the administrative feasibility of alternative directions.

NAMED FIDUCIARY

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE C – *Investment Options*

In accordance with Section 5(b) of the Trust Agreement, the Named Fiduciary hereby directs the Trustee that Participants' individual accounts may be invested in the following investment options:

I. ***Core Investments:***

American Beacon Large Cap Value Fund Class Institutional
DFA International Small Company Portfolio Institutional Class
DFA U.S. Targeted Value Portfolio Institutional Class
Eaton Vance Parametric Structured Emerging Markets Fund Class I
Fidelity® Contrafund®
Fidelity® Diversified International Fund – Class K
Fidelity® Growth Company Fund
PIMCO Total Return Fund Institutional Class
PIMCO Real Return Fund Institutional Class
Principal Fixed Account
Spartan® Total Market Index Fund-Fidelity Advantage Institutional Class
TimesSquare Mid Cap Growth Fund Class Institutional
Vanguard Wellington Fund Admiral Shares

II. ***Expanded Investments:***

A. **FIDELITY MUTUAL FUNDS:**

All Fidelity Mutual Funds which are available for investment by Code Section 401(a) retirement plans, including Fidelity Select Funds, and including Fidelity Mutual Funds which subsequently become available for investment by Code Section 401(a) retirement plans except those considered to be competing options with the Principal Guaranteed Interest Fund Annuity Contract.

The Sponsor hereby directs the Trustee to add any additional Fidelity Freedom Funds® as permissible investment options as they are launched, such funds being available to Participants as of the open of trading on the NYSE on their respective inception dates or as soon thereafter as administratively possible, unless otherwise directed by the Sponsor.

B. **NON-FIDELITY MUTUAL FUNDS:**

Aberdeen US Equity Fund Institutional Service Class
AllianceBernstein Small-Mid Cap Value Fund Class A
Allianz NFJ Small Cap Value Fund Administrative Class
American Beacon Balanced Fund Investor Class
American Beacon International Equity Fund Investor Class
American Beacon Small Cap Value Fund Investor Class
American Century Investments Small Company Fund Class Investor

American Century Investments Ultra Fund Class Investor
American Century Investments Vista Fund Class Investor
Ariel Appreciation Fund
Ariel Fund
Artisan International Fund Class Investor
Artisan Mid Cap Fund Class Investor
Artisan Mid Cap Value Fund Investor Shares
Artisan Small Cap Fund Investor Shares
Baron Asset Fund Retail Class
Baron Growth Fund
Baron Small Cap Fund
Calvert Balanced Portfolio Class A
Calvert Bond Portfolio Class A
Calvert Capital Accumulation Fund Class A
Calvert Equity Portfolio Class A
Columbia Acorn Select Fund Class Z
Columbia Income Opportunities Fund Class Z
CRM Mid Cap Value Fund Class Investor
Domini Social Equity Fund Investor Class
DWS Global Small Cap Growth Fund Class S
DWS International Fund Class S
DWS Strategic Value Fund Class A
Franklin Small-Mid Cap Growth Fund Class A
Hartford Growth Fund Class Y
Hartford International Growth Fund Class Y
Hartford Small Cap Growth Fund Class Y
Invesco Constellation Fund Class A
Invesco Diversified Dividend Fund Investor Class
Invesco Global Small & Mid Cap Growth Fund Class A
Invesco Mid Cap Core Equity Fund Class A
Invesco Van Kampen American Franchise Fund Class A
Invesco Van Kampen Comstock Fund Class A
Invesco Van Kampen Equity and Income Fund Class A
Invesco Van Kampen Growth and Income Fund Class A
Invesco Van Kampen Value Opportunities Fund Class A
John Hancock III Small Company Fund Class A
Legg Mason Capital Management Value Trust, Inc. Class FI
Legg Mason ClearBridge Aggressive Growth Fund Class A
Legg Mason ClearBridge Large Cap Growth Fund Class A
Loomis Sayles Growth Fund Class A
Loomis Sayles Small Capital Value Fund Class Retail
Lord Abbett Affiliated Fund Class A
Lord Abbett Mid Cap Value Fund Class A
Lord Abbett Small Capital Blend Fund Class A
Managers Bond Fund
Managers Cadence Capital Appreciation Fund Administrative Class

Managers Cadence Mid Cap Fund Administrative Class
Managers Special Equity Fund Class Managers
Morgan Stanley Institutional Core Plus Fixed Income Portfolio Class P
Morgan Stanley Institutional Emerging Markets Fund Class P
Morgan Stanley Institutional Fund Growth Portfolio Class P
Morgan Stanley Institutional Global Franchise Fund Class P
Morgan Stanley Institutional International Equity Fund Class P
Morgan Stanley Institutional Mid Cap Growth Fund Class P
Morgan Stanley Institutional Small Company Growth Fund Class P
Mutual Global Discovery Fund Class A
Mutual Shares Fund Class A
Neuberger Berman Core Bond Fund Investor Class
Neuberger Berman Focus Fund Trust Class
Neuberger Berman Guardian Fund Trust Class
Neuberger Berman High Income Bond Fund Investor Class
Neuberger Berman International Fund Trust Class
Neuberger Berman Partners Fund Trust Class
Neuberger Berman Regency Fund Trust Class
Neuberger Berman Socially Responsive Fund Trust Class
Oakmark Equity And Income Fund Class I
Oakmark Fund Class I
PIMCO Global Bond (Unhedged) Fund Administrative Class
PIMCO High Yield Fund Administrative Class
PIMCO Long-Term U.S. Government Fund Administrative Class
PIMCO Low Duration Fund Administrative Class
PIMCO Real Return Fund Administrative Class
Rainier Small/Mid Cap Equity Portfolio
Royce Low-Priced Stock Fund Service Class
Royce Opportunity Fund Service Class
Royce Total Return Fund Service Class
Royce Value Plus Fund Service Class
RS Partners Fund Class A
RS Small Cap Growth Fund Class A
RS Value Fund Class A
TCW Select Equities Fund Class N
Templeton Developing Markets Trust Class A
Templeton Foreign Fund Class A
Templeton Foreign Smaller Companies Fund Class A
Templeton Global Bond Fund Class A
Templeton Growth Fund Class A
Templeton World Fund Class A
Touchstone Sands Capital Select Growth Fund Class Z
Virtus Mid-Cap Value Fund Class A
Virtus Small-Cap Core Fund Class I
Wells Fargo Advantage C&B Mid Cap Value Fund Investor Class
Wells Fargo Advantage Small Cap Value Fund Investor Class

Wells Fargo Advantage Small Company Value Fund Class A
Wells Fargo Advantage Special Mid Cap Value Fund Investor Class
Western Asset Core Plus Bond Portfolio Class FI
Western Asset Core Portfolio Fund Class FI

III. ***Fixed Return Investment***: Principal Fixed Account

Pursuant to the terms of this Agreement, Fidelity agrees to perform certain recordkeeping services permitted or required under the terms of the contract entered into by Sponsor and Principal as they relate to investment options and the Principal Fixed Account. Accordingly, Fidelity shall perform the following recordkeeping services provided for under the terms of this Agreement:

(i) remittance of contributions

(ii) distribution of benefits

(iii) exchanges between the Principal Fixed Account and the investment options

(iv) designation of beneficiaries, if applicable.

IV. ***ProManage Service***:

ProManage Service is a managed account service for participants structured using select Core Investments (Section I above) as determined by ProManage, LLC advisors.

V. ***Participant Default***:

The Named Fiduciary hereby directs that with respect to the investment option referred to in Section 5(c) and as the default mix provided by ProManage ("ProManage Default"), the following investment mix shall apply:

Spartan® Total Market Index Fund-Fidelity Advantage Institutional Class	19%
Fidelity Diversified International Fund – Class K	15%
PIMCO Total Return Fund Institutional Class	18%
Principal Fixed Account	17%
American Beacon Large Cap Value Fund Class Institutional	6%
Fidelity® Contrafund®	6%
PIMCO Real Return Fund Institutional Class	5%
DFA U.S. Targeted Value Portfolio Institutional Class	4%
TimesSquare Mid Cap Growth Fund Class Institutional	4%
Eaton Vance Parametric Structured Emerging Markets Fund Class I	3%
DFA International Small Company Portfolio Institutional Class	3%

VI. ***Plan Default*:**

In the case of unallocated Plan assets, the termination or reallocation of an investment option, the Plan's default investment shall be the Principal Fixed Account.

VII. ***Revenue Credit Account Investment*:**

The Named Fiduciary hereby directs that for assets allocated to the Revenue Credit Account, the investment options referred to in Schedule B shall be the Fidelity Cash Reserves Fund.

ALLINA HEALTH SYSTEM (d/b/a ALLINA HEALTH)

By: _____
Its Authorized Signatory

Name: Kristyn M. Mullin

Title: Director, Employee Benefits

Date: 3/28/17

SCHEDULE D – *OPERATING PROCEDURES FOR PROMANAGE SERVICE*

OPERATING PROCEDURES dated as of January 1, 2012 by and between Fidelity Management Trust Company ("Fidelity"), ProManage, LLC ("ProManage") and Allina Health System (d/b/a Allina Health) ("Allina").

WHEREAS, Allina has entered into certain contracts with Fidelity (to which ProManage is not a party) pursuant to which Fidelity, and certain of its affiliates (collectively, "Fidelity") provide trust or custodial services, recordkeeping and/or other related services for Allina's retirement savings programs (the "Plans"); and

WHEREAS, Allina has entered into a contract with ProManage (to which Fidelity is not a party) pursuant to which ProManage shall provide a discretionary investment management service (the "ProManage *PROgram*™" or "ProManage Service") to participants in the Plans ("Participants"); and

WHEREAS, Fidelity, Allina and ProManage wish to set forth certain procedures regarding the ProManage *PROgram*™ to enable Fidelity and ProManage to provide their respective services as directed by Allina;

NOW, THEREFORE, Fidelity, Allina and ProManage hereby agree as follows:

1. Upon becoming eligible for the Plan, Participants shall automatically participate in the ProManage *PROgram*™. If a Participant opts out of the ProManage *PROgram*™, the Participant may subsequently opt back into the ProManage *PROgram*™ only within ten business days prior to the end of each calendar quarter. Participant elections to opt back into the ProManage *PROgram*™ that are not received by Fidelity within this timeframe shall not be effective. The beginning of each calendar quarter shall be 1/1, 4/1, 7/1, 10/1. Participants may opt out of the ProManage *PROgram*™ at any time. Participants may contact Fidelity to opt out or opt into the ProManage *PROgram*™ by phone. In order for Fidelity to process a Participant's election to opt out of the ProManage *PROgram*™, a Participant must direct Fidelity as to how to invest future contributions to the Participant's individual account among the Plan's investment option(s). Any assets in such Participant's existing Plan account may be reallocated among the Plan's available investment options upon receipt of directions from the Participant. Participant elections to opt in or opt out of the ProManage Service will be processed on a daily cycle, market conditions permitting. If the request is confirmed before the close of the market (generally 4:00 p.m. ET) on a business day, any trades resulting from such election will receive that day's trade date. Requests confirmed after the close of the market on a business day (or on any day other than a business day) will be processed on a next business day basis. Fidelity shall generate and mail a generic exchange confirmation statement upon the Participant electing to either opt in or opt out of the ProManage *PRO*gram™ provided the election to opt out of the ProManage *PROgram*™ has been processed in good order and the Participant has requested an exchange(s).

2. Fidelity shall receive an annual file, indicating the investment allocation for the current and future assets in each Participant's account, from ProManage. To the extent a Participant becomes eligible to participate in the Plan during the year, Fidelity shall apply the default investment allocation provided to Fidelity on an annual basis by ProManage (the "ProManage Default Mix"), to the Participant's account for the remainder of the year. To the extent a Participant, who previously elected to opt out of the ProManage *PROgram*™, elects to opt back into the ProManage *PROgram*™, Fidelity shall apply the ProManage Default Mix to the Participant's account for the remainder of the year. ProManage may request an off-cycle rebalance if market conditions warrant. In this situation, ProManage will ask Fidelity to re-align Participant balances according to the current investment elections in place for ProManage *PROgram*™ Participants at the time of the rebalance. ProManage will conduct periodic reviews to ensure that Participants with multiple Allina plan balances have consistent ProManage status coding. Allina may direct Fidelity to process an off-cycle allocation file generated by ProManage to correct Participant balances due to inconsistent ProManage coding. ProManage will monitor rollover activity and may generate additional off-cycle allocation files to be processed by Fidelity at the direction of Allina if rollovers significantly impact the ProManage allocation for the Participant. Fidelity shall have no duty to confirm or validate any information provided by ProManage nor shall Fidelity be liable for any act or omission of ProManage or for following ProManage's investment instructions.

3. ProManage shall prepare all content for communication materials relating to the ProManage *PROgram*™. Allina shall be responsible for reviewing and approving all such materials and Fidelity shall have no responsibility for the content of such materials. Allina shall direct Fidelity to insert such materials into Participant enrollment kits and/or include such materials in the communication and education programs provided by Fidelity, as appropriate. To the extent information, including but not limited to information relating to the ProManage *PROgram*™, is provided in Participant statements with the consent of Fidelity, ProManage shall be responsible for delivering such information to Fidelity for inclusion in the statement. Allina shall be responsible for reviewing and approving such information and Fidelity shall have no responsibility for such information. To the extent possible, Allina directs Fidelity to include such information on Participant statements; otherwise, ProManage shall be responsible for preparing and delivering to Fidelity materials that meet Fidelity's standard mailing specifications, to be inserted into Participant statement mailings. Any communication or enrollment materials relating to the ProManage *PROgram*™ shall clearly designate ProManage as an independent entity which is in no way affiliated with or endorsed by Fidelity.

4. Neither Fidelity nor ProManage shall in any manner advertise, publish or disclose the existence of these Operating Procedures or its terms to any person or entity, other than parties to this Agreement, without express written permission of the other party.

5. Allina directs Fidelity to provide personally identifiable information, including but not limited to social security number and Fidelity account balances, for those Participants who have not opted out of the ProManage *PROgram*™, to ProManage on a monthly basis. Fidelity shall not be responsible or liable to any party or Participant for providing such information. ProManage shall take reasonable measures to preserve the confidentiality,

including but not limited to as provided in Regulation S-P, of any such non-public, personal information.

6. ProManage and Allina each agree to indemnify, defend and hold harmless Fidelity, its officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, demands, judgments, arbitrations, costs, expenses (including reasonable attorneys' fees) and liabilities arising directly or indirectly from any claim relating to the ProManage *PROgram*™. However, each party shall be liable to the other party for its negligent action, negligent failure to act, or willful misconduct of itself or its agents, or as required by applicable law.

Fidelity shall have no responsibility to any person or entity, including without limitation ProManage and Allina, for the accuracy or completeness of information transmitted by ProManage to Fidelity. Fidelity shall be expressly released from any liability for any discretionary or other investment management services provided by ProManage.

ProManage shall have no responsibility to any person or entity, including without limitation Fidelity and Allina, for the accuracy or completeness of information transmitted by Fidelity to ProManage. ProManage shall be expressly release from any liability for misuse of or failure to process allocations transmitted on its files to Fidelity.

7. Any party may terminate this Agreement with or without cause by giving sixty (60) days prior written notice of termination to the other parties. In addition, this Agreement shall automatically terminate upon termination of the ProManage Service by Allina.

8. These Operating Procedures contain the entire agreement among the parties hereto concerning the ProManage *PROgram*™, and may not be modified or amended, and the application of a provision may not be waived, except by a written instrument executed by each party. No failure or delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. The Agreement shall be binding upon and inure solely to the benefit of each party hereto, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

9. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its principles or rules regarding conflicts of laws.

IN WITNESS WHEREOF, Fidelity, Allina and ProManage have entered into this Agreement as of the day and year first above written.

FIDELITY MANAGEMENT TRUST COMPANY

By: Thomas L. Hughes Jr.

Name: Thomas L. Hughes, Jr.

Title: EVP

Date: 4/30/12

ALLINA HEALTH SYSTEM (d/b/a ALLINA HEALTH)

By: Kristyn M. Mullin

Name: Kristyn M. Mullin

Title: Director, Employee Benefits

Date: April 23, 2012

PROMANAGE, LLC

By: Carl Londe

Name: CARL LONDE

Title: CEO

Date: 3/29/2012

SCHEDULE E – *3rd Party Trading*

[Sponsor's Letterhead]

January 1, 2012

Pamela Gibson
Fidelity Workplace Services LLP
PWI Risk & Compliance
82 Devonshire Street, V6D
Boston, MA 02109-3614

Re: Allina 401(k) Retirement Savings Plan

Dear Pamela Gibson:

CHOOSE ONE FROM THE FOLLOWING ALTERNATIVES:

☒ **PLAN PERMITS 3RD PARTY TRADING AND ELECTS TO PROVIDE A BLANKET AUTHORIZATION**

This letter is written to advise you that we are aware that certain employees of this institution may wish to allow either their spouse or another third party specifically designated by the employee, to execute transactions affecting their Plan at Fidelity Investments Institutional Operations Company, Inc. ("Fidelity"), as outlined in Fidelity's Limited Trading Authorization and Indemnification Form for Employer Sponsored Plans ("Limited Trading Authorization"). We acknowledge that these arrangements do not violate the terms and conditions of our current Plan, and we therefore authorize Fidelity Investments Institutional Operations Company, Inc. to process these requests, as received, from our employees. Our consent to these arrangements should not be construed as our endorsement of any named third party.

☐ **PLAN PERMITS 3RD PARTY TRADING, BUT ELECTS TO SIGN OFF ON EACH 3RD PARTY TRADING AUTHORIZATION**

This letter is written to advise you that we are aware that certain employees of this institution may wish to allow either their spouse or another third party specifically designated by the employee, to execute transactions affecting their Plan, as outlined in Fidelity's Limited Trading Authorization and Indemnification Form for Employer Sponsored Plans ("Limited Trading Authorization"). We acknowledge that Fidelity requires that we sign-off on each Limited Trading Authorization for each employee who wishes to enter into such an arrangement. We also acknowledge that these arrangements do not violate the terms and conditions of our current Plan, and we therefore authorize Fidelity Investments Institutional Operations Company, Inc. to process these requests, as received, from our employees. Our consent to these arrangements should not be construed as our endorsement of any named third party.

CHOOSE ONE FROM THE FOLLOWING ALTERNATIVES:

Optional Choice 1 - Investment Advisor Fee Blanket Authorization:

We, the undersigned, are Sponsor of the account for which an Investment Advisor Fee Authorization may be requested. We are aware that certain employees of this institution may wish to allow investment advisors to directly deduct investment advisor fees from their Plan, as outlined in Fidelity's Investment Advisor Fee Authorization Form. We acknowledge that these arrangements do not violate the terms and conditions of the Plan and authorize Fidelity to deduct investment advisor fees directly from Participant accounts as authorized by Participants on an Investment Advisor Fee Authorization Form. Our consent to this arrangement should not be construed as our endorsement of the named investment advisor.

Optional Choice 2 - Investment Advisor Fee Non-Blanket Authorization:

We, the undersigned, are Sponsor of the account for which an Investment Advisor Fee Authorization may be requested. We are aware that certain employees of this institution may wish to allow investment advisors to directly deduct investment advisor fees from their Plan, as outlined in Fidelity's Investment Advisor Fee Authorization Form. We acknowledge that Fidelity requires that we sign-off on each Investment Advisor Fee Authorization Form. We acknowledge that Fidelity requires that we sign-off on each Investment Advisor Fee Authorization Form. We acknowledge that these arrangements do not violate the terms and conditions of the Plan and authorize Fidelity to deduct investment advisor fees directly from Participant accounts as authorized by Participants on an Investment Advisor Fee Authorization Form. Our consent to this arrangement should not be construed as our endorsement of the named investment advisor.

Communications with Advisors

The Sponsor understands and agrees that Fidelity may share the contents of this Letter with Advisors, with respect to both the Plans for which Fidelity provides recordkeeping services and the level of direction which was given to Fidelity. The purpose of this disclosure is to enable Advisors to determine which of their individual clients' workplace savings plan accounts are recordkept by Fidelity and the Sponsor's permissions with respect to those accounts. Fidelity will not disclose information with respect to any Participant in any Plan with any Advisor, unless an Investment Advisor Authorization Form is properly in place for that Participant, as described above.

Sincerely,

ALLINA HEALTH SYSTEM (d/b/a ALLINA HEALTH)

By: _____
Its Authorized Signatory

Name: Kristyn M. Mullin

Title: Director, Employee Benefits

Date: 3/28/12

SCHEDULE F - *PERFORMANCE STANDARDS*

The following performance standards shall apply to the Plan.

Performance standards will be suspended when unusual market or employer activity leads to unanticipated volume increases (10% above normal volumes).

The Performance Standards described below shall apply to Trustee's delivery of the services described in Schedule A as amended from time to time. Performance will be measured and reported quarterly. Credits will be determined on a quarterly basis for services provided in the prior quarter.

The total amount of performance payments or fee offsets with respect to failures to meet performance standards during a calendar year shall not exceed $150,000 in aggregate for all the Allina Plans.

Category Standard Description	Definition	Performance Standard/Measurement	% of Total Fees At Risk
1. Availability			
Call Abandonment Rate	*An abandoned call is defined as a call that is disconnected by the caller after the call is transferred to the representative queue.*	**Service Level Requirement: 3%** This measurement is calculated as the number of abandoned calls divided by the total number of telephone calls. No more than 3% of calls abandoned after they are transferred to a Customer Service Associate (CSA) from the VRS. **Note:** Excludes any calls abandoned before 20 seconds.	1%
Voice Response System (VRS)	*Availability of the Voice Response System 24 hours a day, 7 days a week.*	**Service Level Requirement: 99%** Availability is calculated as a percentage of time per month functions are available excluding reserved maintenance windows and scheduled application update activities. **Note:** Measured within the Fidelity firewall.	1%

Category Standard Description	Definition	Performance Standard/Measurement	% of Total Fees At Risk
Fidelity NetBenefits®	*Availability of the NetBenefits System 24 hours a day, 7 days a week.*	**Service Level Requirement: 99%** Availability is calculated as a percentage of time per month functions are available excluding reserved maintenance windows and scheduled application update activities. **Note:** Measured within the Fidelity firewall.	1%
Fidelity Plan Sponsor WebStation® (PSW®)	*Availability of the Plan Sponsor WebStation system, 24 hours a day, 7 days a week.*	**Service Level Requirement: 99%** Availability is calculated as a percentage of time per month functions are available excluding reserved maintenance windows and scheduled application update activities. **Note:** Measured within the Fidelity firewall.	1%
Quarterly Statements	*Availability of online statements on NetBenefits,® 24 hours a day, 7 days a week.*	**Service Level Requirement Online:** Available 99% of the time. Availability is calculated as a percentage of time per month functions are available excluding reserved maintenance windows and scheduled application update activities. Note: Measured within the Fidelity firewall.	1%
2. Responsiveness			
Average Speed to Answer	*The average time for a Customer Service representative to answer calls.*	**Service Level Requirement:** 30 second average speed to answer. Customer Service Associates (CSAs) will answer calls within a 30 second average after the call is transferred to a CSA from the VRS.	1%
Case Management – Work Item Resolution	*Time to resolve non-critical customer inquiries requiring investigation.*	**Service Level Requirement:** 95% of work items resolved within 5 business days (after receipt of necessary information from client or third parties). **Excludes:** QDROs, death benefits, check copies.	3%

Category Standard Description	Definition	Performance Standard/Measurement	% of Total Fees At Risk
Case Management – Work Item Resolution	*Time to resolve non-critical customer inquiries requiring investigation.*	**Service Level Requirement:** 99% of work items resolved within 10 business days (after receipt of necessary information from client or third parties) and 100% in 30 days. **Excludes:** QDROs, death benefits, check copies.	2%
Case Management – Work Item Resolution	*Time to resolve critical customer inquiries requiring investigation.* *(Critical items will be defined subject to Allina's discretion but will include items like multiple errors on a participants account or an error in the executive or physicians non qualified plans).*	**Service Level Requirement:** 100% of work items will be acknowledged within 24 hours and resolved in 5 business days. **Excludes:** Death benefits and check copies.	3%
Quarterly Statements	*Time to deliver participant-elected hard copy statements.*	**Service Level Requirement Hard Copy:** 100% mailed within 20 calendar days. The measurement of the timely mailing of participant-elected quarterly hardcopy statements. Statements will be mailed no later than 20 calendar days after end of the quarter.	1%
Implementation/ Corporate Actions Timeliness	*Corporate Action Projects completed at committed go-live date.*	**Service Level Requirement:** 100%	2%
Fidelity NetBenefits®	*Screens are accessible to users within 6 seconds of request.*	**Service Level Requirement:** Average of 6 seconds for business critical functions. Based on availability of NetBenefits®. Excludes reserved maintenance windows and scheduled application update activities. **Note:** Measured within the Fidelity firewall at a product level.	1%

Category Standard Description	Definition	Performance Standard/Measurement	% of Total Fees At Risk
Fidelity Plan Sponsor WebStation® (PSW®)	*Screens are accessible to users within 6 seconds of request.*	**Service Level Requirement:** Average of 6 seconds for business critical functions. Based on availability of PSW®. Excludes reserved maintenance windows and scheduled application update activities. **Note:** Measured within the Fidelity firewall at a product level.	1%
Outgoing File Timeliness	*Successful delivery of electronic files according to an agreed upon schedule.*	**Service Level Requirement:** 99% of files successfully delivered according to agreed upon schedule.	2%
3. Quality/Accuracy			
Transaction Processing-Accuracy	*Number of processing defects divided by the total number of participant transactions.*	**Service Level Requirement:** 99% of participant transactions will be processed without reported errors.	2%
Transaction Processing-Accuracy	*Aggregate Quality rate for DC operations, which measures the accuracy of processing prior to update.*	**Service Level Requirement:** 95% of participant transactions will be accurate prior to update.	1%
4. Satisfaction			

Category Standard Description	Definition	Performance Standard/Measurement	% of Total Fees At Risk
Plan Sponsor Satisfaction- Plans Sponsor Advantage Material Review	*Delivery of Plan Sponsor Administration / Fiduciary Support.*	**Service Level Requirement:** All support services addressed during 2010. 1. Investment Review 2. Service Review 3. Business Planning 4. Business Plan Scorecard 5. Value/Fee Review 6. Plan Administration Review 7. Annual Service Recap Letter 8. Communications Review 9. Fiduciary Review Note: Measured at the client level and reported by the client team.	3%
Quarterly Check-In	*MD Team Lead to call Allina quarterly.*	**Service Level Requirement:** Call will be made to obtain feedback on Service Team. Review with Allina quarterly call log. Fidelity will communicate to Allina any proposed service team member changes.	1%
Client Service Team	*No changes will be made to Allina's primary client service team (Managing Director, Communications Consultant, Client Service Manager, or Client Service Associate) without 4 weeks notification to Allina.*	Exception to this notification would be if a service team member leaves Fidelity Investments or takes another position within Fidelity.	2%
Operating Objectives			30%
Plan Objectives	*Annual business plan goals.*	On an annual basis, Allina and Fidelity will agree on business planning objectives and goal dates. Each goal will be assigned a percentage of fees at risk. Document will be signed by Allina and Fidelity upon agreement each year. Any changes that occur to the business plan during the year must be in writing and agreed by both parties.	70%

ALLINA HEALTH SYSTEM (d/b/a ALLINA HEALTH)

By: _____
Its Authorized Signatory

Name: Kristyn M. Mullin

Title: Director, Employee Benefits

Date: 3/28/12

FIDELITY MANAGEMENT TRUST COMPANY

By: _____
Its Authorized Signatory

Name: Thomas L. Hughes Jr

Title: EVP

Date: 4/30/12

Pursuant to Schedule F-1 Performance Standards

The below is for the fees at risk for the "Plan Objectives" section of the schedule that make up 70% of the total fees at risk. These are the measurements that will be used for the 2017 plan year and have been agreed upon by Fidelity Investments and Allina Health.

Annual Objective	Basis of Measurement	Measurement	Fee
Acquisition/Merger activities	*Guidance consultant assistance at employee meetings for acquired/merged entities. Fidelity to attend employee benefit meetings on an as needed basis whenever possible. Allina Health will communicate meeting dates and times as they are scheduled.*	Guidance consultant attendance at employee presentations.	10%
Self-Directed Brokerage Account/Roth Implementations	*Fidelity to partner with Allina Health to ensure timely and successful implementations. Implementation to include transitional project management assistance, onsite and other meetings, and home mailing communications campaign.*	Participant and other feedback as well as completion by 7/1/17 and 1/1/18 implementation due dates	15%
Communication Campaigns	*Fidelity to partner with Allina Health on participant communication campaigns as appropriate for retirement savings, etc.*	Fidelity to deliver plan results from participant communication campaigns.	10%
Report Accuracy/Timeliness	*Accurate annual and monthly reports received in a timely manner.*	Accurate reports received by due date.	10%

Regulatory mailings	*Fidelity to timely deliver all legally required qualified plan notices to participants on an as needed basis. These currently include the QDIA notice, Safe Harbor and fee disclosures.*	All notices delivered within time requirements.	15%
ProManage rebalance processing	*On an annual basis (or as needed based on market conditions) Fidelity will rebalance participants in all Allina plans by a mutually agreed upon date.*	Accurate processing of rebalance based on data received from ProManage. Data needs to be received by Fidelity in a timely manner. Subject to these restrictions the standard is set at 100% accuracy.	10%

ALLINA HEALTH SYSTEM

By: Barb St. Pierre 3/16/17
Its Authorized Signatory Date

FIDELITY MANAGEMENT TRUST COMPANY

By: _____
Its Authorized Signatory Date

Participant Advice Letter Amendment

June 1, 2017

Allina Health System
Allina Health System (d/b/a Allina Health)
Aspen Medical Group

Re: **Allina 401(k) Retirement Savings Plan (59301)**
Allina 403(b) Retirement Savings Plan (67005)

Dear Plan Sponsor:

On April 6, 2016, the Department of Labor issued new regulations revising and expanding the definition of fiduciary investment advice under the Employee Retirement Income Security Act (ERISA). These new regulations will apply to the Allina Health System, Allina Health System (d/b/a Allina Health), and Aspen Medical Group (collectively hereinafter referred to "Allina") plan(s) referenced above (the "Plan(s)"). As a result, while the substance of our education and guidance services will not be changing, Fidelity may be considered a fiduciary with respect to some of these services once the regulations take effect, currently June 9, 2017.

Accordingly, we need to update the Plans' service agreement(s) with Fidelity Investments Institutional Operations Company, Inc., Fidelity Workplace Services LLC, Fidelity Workplace Investing LLC, and Fidelity Management Trust Company (hereafter referred to as "Fidelity"), regarding recordkeeping, trust, and custodial services for the Plans ("Agreement(s)") and request that you confirm your agreement to this update by signing below so we can continue to provide services affected by the new regulations without interruption.

Our records show that one or more of your plan(s) with Fidelity (that are not referenced above) is not subject to Title I of ERISA ("Non-ERISA plan(s)"), and accordingly, the new regulations will not be applicable. However, as a result of certain changes we may make in connection with the regulation, our education and guidance services may nevertheless be considered fiduciary investment advice as defined under the Investment Advisers Act or other applicable law. Your Agreement(s) with Fidelity for your Non-ERISA plan(s) may currently state that we will not provide services in a fiduciary capacity. By signing this letter, you agree that such Agreement(s) are amended so that any such provisions will not be deemed to prohibit Fidelity from providing fiduciary investment advice services to your participants or other investment assistance to the Non-ERISA plan(s). The remainder of this letter will not apply with respect to such Non-ERISA plan(s), and, if any Non-ERISA plan is not subject to ERISA because it is excluded from coverage under Title I of ERISA by virtue of the Department of Labor's regulation at 29 C.F.R 2510.3-2(f), you will not be considered by us to be arranging for or endorsing any advice, or establishing or maintaining a retirement plan, merely by signing this letter.

The remainder of this letter outlines the changes to the Plans' Agreement(s) (other than the Agreement(s) for your Non-ERISA plan(s)) that are being made as a result of the new regulations.

What's Changing?

- Certain non-fiduciary education and guidance services that we provide to participants under the Agreement(s) today will be considered fiduciary in nature under the new regulations, and we may also provide investment assistance to you on investment options made available under your Plans. The Plans' Agreement(s) with Fidelity may currently state that we will not provide such services in a fiduciary capacity, for example where the Agreement(s) state, "Fidelity...shall not render investment advice to any person". These provisions must be modified to avoid conflicting with Fidelity's provision of the participant advice services or other investment assistance we may provide to the Plans once the rule takes effect. Accordingly, by signing this letter, you agree that once the regulations become effective, any such provisions will not be deemed to prohibit Fidelity from providing fiduciary investment advice services to the Plans' participants or other investment assistance to the Plans, and Fidelity is authorized to provide services under the Agreement(s) that may constitute fiduciary investment advice under ERISA.
- For clarity, the services and relationship with ProManage will not change as a result of this amendment. If the Plans' participants request a non-conflicted or independent investment advisor, Fidelity will refer them to ProManage, in accordance with the terms and conditions of the ProManage service outlined in the Agreement(s).

How Will Fidelity Provide Advice to Participants?

- As a fiduciary advice provider to your participants, we will, in connection with investments under the Plan, be required to act in the best interest of the Plans' participants, and we will only recommend investment products and/or services from designated investment alternatives available under the Plans, which excludes BrokerageLink. We will also assist participants with other savings and investment activities, including distribution decisions and whether to rollover to an IRA or other employer plan again, always acting in the best interest of the Plans' participants. The available investment alternatives and scope of our advice will be disclosed to Allina and the Plans' participants from time to time. Advice may include proprietary products, such as Fidelity mutual funds and Fidelity IRAs.
- For participants choosing Fidelity managed account or similar Fidelity discretionary advice services, we will provide ongoing advice per the terms of those programs if available under your Plans. For other Fidelity participant advice services, we will provide point in time recommendations and investment assistance. Once a recommendation is provided to a participant or beneficiary, it is up to the participant or beneficiary to implement these recommendations. In addition, while we cannot follow up with participants and beneficiaries that have chosen not to be in a managed account program to determine if the recommendation should change over time, we will provide participants and beneficiaries with information on how to contact Fidelity if he or she would like to obtain an updated or new recommendation at any time.

- Fidelity intends to comply with the conditions of the statutory exemptions for investment advice under section 408(b)(14) and 408(g) of ERISA and Labor Regs. Section 2550.408g-1. As required, the advice arrangements subject to those exemptions will be audited annually by an independent auditor for compliance with the requirements of the statutory exemption and related regulations. A copy of the auditor's findings will be made available within 60 days following completion of the audit. You agree that Fidelity may provide advice to participants pursuant to these exemptions.
- To the extent Fidelity relies on any such exemptions, Fidelity will comply with all requirements of those exemptions applicable to Fidelity in its provision of fiduciary investment advice. Fidelity will indemnify Allina, the Plans, and any committee acting on behalf of Allina or the Plans from any claims asserted against Allina, the Plans, and any committee acting on behalf of Allina or the Plans to the extent resulting from Fidelity's breach of applicable fiduciary obligations relating to any service that constitutes the provision of fiduciary investment advice under ERISA § 3(21).

Will Fees Change as a Result of this Amendment?

- No. This amendment will not change the fees under your Agreement(s).

In Closing:

We value the trust you have placed in us to help the Plans' participants make the right decisions in saving for retirement, and we appreciate your prompt attention to this matter so that we can continue providing investment assistance without interruption.

This amendment applies to the Plans identified above, as well as to any new plans that are added to your Agreement(s) in the future.

This letter is signed by the Fidelity entities listed below, however, for each plan, the letter applies only to the Fidelity entity that is a party to your Agreement(s) relating to that plan or to each Fidelity entity that is a party, if there is more than one. Please sign this letter to confirm your agreement, and return it to your Fidelity representative as soon as possible. Once fully executed, this letter will operate as an amendment to your Agreement(s) effective as of the later of: the applicability date of the DOL investment advice regulations § 2510.3-21, or the date on which this Amendment is fully executed. In addition, please keep a copy of this letter for your records. The description of fiduciary advice services to your Plans subject to ERISA in this letter amendment is intended by Fidelity to satisfy the requirements of Department of Labor regulation Section 2550.408b-2(c)(1) and requires review by the responsible plan fiduciary.

If you have questions or do not want Fidelity to provide fiduciary investment advice, please contact your Fidelity representative.

Fidelity Management Trust Company

By: DocuSigned by: [signature] 474DD9DE61DC4B7...

Name: Richard Hart

Title: SVP MD Team Leader

Date: 6/2/2017 | 2:38 PM EDT

Allina Health System

By: Pamela Jo Price

Name: PAMELA JO PRICE

Title: DIRECTOR, BENEFITS

Date: 6/1/17

Aspen Medical Group

By: Pamela Jo Price

Name: PAMELA JO PRICE

Title: DIRECTOR, BENEFITS

Date: 6/1/17

Allina Health System (d/b/a Allina Health)

By: Pamela Jo Price

Name: PAMELA JO PRICE

Title: DIRECTOR, BENEFITS

Date: 6/1/17

EXHIBIT 4

Allina Health

Fidelity INVESTMENTS

Retirement Savings Statement

October 1, 2014 - December 31, 2014

ENV#SP000551
SP 57168 67005 L

JUDY L LARSON
[redacted]

For online access, log on at:
http://www.fidelity.com/atwork
For information, call: (800) 343-0860

If you are participating in multiple plans offered by your employer, the plans in which you are participating are linked under your social security number. Your link plans total is the total of your holdings for all of these plans.

Get Your Statements Online
Online statements offer many advantages over paper statements. For instance, you can view and print up-to-date statements whenever you like, and you can retrieve statements for any date, month, quarter, or custom date range within the previous 24 months. To sign up for online statements, please visit us online, go to Mail Preferences under the Your Profile tab, and update your delivery preference for savings and other notices. You must also provide us with a valid e-mail address so that we can periodically remind you to view your statements and other notices online.

Your Account Summary

Activity	*Allina Health 403(b)*	*Allina Health 401(k)*	*Totals For All Plans*
Beginning Balance	**$55,816.75**	**$21,437.19**	**$77,253.94**
Employee Contributions	0.00	337.68	337.68
Employer Contributions	0.00	168.84	168.84
Conversion Adjustment	11.23	0.00	11.23
Fees/Credits	21.65	6.36	28.01
Change in Account Value	618.14	241.72	859.86
Ending Balance	**$56,467.77**	**$22,191.79**	**$78,659.56**
Additional Information			
♦ Dividends & Interest	$1,614.94	$632.58	$2,247.52

Your Personal Rate of Return

This Period	1.1%
Year to Date	4.5%

Your Personal Rate of Return is calculated with a time-weighted formula, widely used by financial analysts to calculate investment earnings. It reflects the results of your investment selections as well as any activity in the plan account(s) shown. There are other Personal Rate of Return formulas used that may yield different results. Remember that past performance is no guarantee of future results.

Please read this statement carefully. Any error must be reported to Fidelity Investments within 90 days.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Judy Larson, Janelle Mausolf, and Karen Reese individually and on behalf of themselves and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Ramsey County, MN
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Kai H. Richter, Nichols Kaster, PLLP, 4600 IDS Center, 80 S. 8th Street, Minneapolis, MN 55402, (612) 256-3200

DEFENDANTS

Allina Health System; the Allina Health System Board of Directors; the Allina Health System Retirement Committee; the Allina Health System Chief Administrative Officer; the Allina Health System Chief Human Resources Officer; Clay Ahrens; John I. Allen; Jennifer Alstad; Gary Bhojwani; Barbara Butts-Williams; John R. Church; Laura Gillund; Joseph Goswitz; Greg Heinemann; David Kuplic; Hugh T. Nierengarten; Sahra Noor; Brian Rosenberg; Debbra L. Schoneman; Thomas S. Schreier, Jr.; Abir Sen, Sally J. Smith; Darrell Tukua; Penny Wheeler; Duncan Gallagher; Christine Webster Moore; Kristyn Mullin; Steve Wallner; John T. Knight; and John Does 1–20,

County of Residence of First Listed Defendant Hennepin County, MN
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ❒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ❒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	❒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	❒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

CIVIL RIGHTS
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

LABOR
- ❒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 840 Trademark

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

❒ 1 Original Proceeding ❒ 2 Removed from State Court ❒ 3 Remanded from Appellate Court ❒ 4 Reinstated or Reopened ❒ 5 Transferred from Another District *(specify)* ❒ 6 Multidistrict Litigation - Transfer ❒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
29 U.S.C. § 1001, et seq.

Brief description of cause:
Breaches of fiduciary duties; failure to monitor fiduciaries; failure to provide disclosures

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ❒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
8/9/2017

SIGNATURE OF ATTORNEY OF RECORD
/s/Kai H. Richter

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Reset

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.