

*Retirement Plan
Benefits
Handbook*

INTEGRIS

Benefits

A place to serve and grow

retirement plan benefits

This Handbook is the Summary Plan Description (SPD) for the INTEGRIS Health Inc. Retirement Plan (a defined benefit pension plan for eligible employees who were hired before July 1, 2009).

This Handbook describes the main features of the Plan. It is written in plain language to help you understand how the Plan works. The details of the Plan are contained in official Plan documents that govern the Plan. This document is on file in the Human Resources Department and is available for your review.

If there is any conflict or inconsistency between the information in the SPD and the official Plan document, the official Plan document will always govern. Under no circumstances can the terms of a Plan be changed by anything that any person tells you (whether spoken or written) about the Plan.

This Handbook is also intended to fulfill certain disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

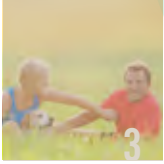
Although INTEGRIS currently intends to continue the Plan indefinitely, it reserves the right to change or terminate the Plan at any time, for any reason.

Your participation in this Plan is not a guarantee or contract of employment.

INTEGRIS

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Benefits



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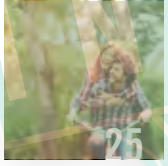
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retirement plan

INTEGRIS Health Retirement Plan

The **INTEGRIS Health, Inc. Retirement Plan** was available to eligible employees hired before July 1, 2009, and was frozen as of December 31, 2012. Participants will not accrue future benefits under this Plan. However, participants will continue to be eligible to receive benefits that were accrued through December 31, 2012. Benefits will continue to vest and will be payable monthly at retirement.

Your Retirement Plan benefits will continue to provide you with monthly income during retirement. When you retire, you generally will receive your benefit in the form of a regular monthly payment called an “annuity.” Combined with Social Security, the Plan provides a regular source of income, which you can then supplement with your own retirement savings. You can also select payment methods that continue to provide a monthly income to your spouse after your death. INTEGRIS will continue to pay all Plan benefits and administrative costs. There is no cost to you.

Key Definitions

The Retirement Plan and this summary use a number of special terms to describe how your retirement benefits are determined. The following are some key terms you need to understand:

Pay

The Retirement Plan uses a special definition of **pay** to calculate your benefit. For purposes of the Retirement Plan, your pay includes the following:

- Earnings reportable on federal income tax form W-2,
- Tax-deferred contributions to the INTEGRIS retirement programs, and
- Tax-free contributions for benefits through the INTEGRIS welfare benefit plans.

The Internal Revenue Code limits the amount of pay that can be taken into account in any year. If any of these limits applies to you, you will be notified when your benefits are calculated.

Service

There are several different kinds of employment **Service** under the Retirement Plan: Eligibility Service, Credited Service and Vesting Service. All of these depend on your Hours of Service and whether you incur a Break in Service.

Hours of Service

Generally, you earn **Hours of Service** for all hours you are paid for working, as well as for certain periods of paid nonworking time such as vacation, holiday, illness and disability.

You also generally receive credit, as required by law, for service during an approved military leave in the Armed Forces of the United States. To prevent a Break in Service, you will receive credit for up to 501 hours of service during any continuous absence from work due to pregnancy, the birth of your child or your adoption of a child.

Break in Service

You have a **Break in Service** of employment with INTEGRIS when you do not receive credit for any Hours of Service in a calendar year immediately following the date you terminate employment. If you were rehired prior to July 1, 2009, and before the end of the calendar year after the year in which your employment ended, you will not have a Break in Service.

Eligibility Service

Eligibility Service is a key factor in determining when you are first eligible to enter the Retirement Plan. You must complete at least 1,000 Hours of Service during an Eligibility Computation Period before you are eligible to participate in the Retirement Plan. Your first Eligibility Computation Period generally is the 12-consecutive month period beginning on your most recent date of hire with INTEGRIS and ending on the first anniversary of your hire date. If you do not complete 1,000 Hours of Service during your initial Eligibility Computation Period, you become eligible when you complete 1,000 Hours of Service in any Plan Year that begins either during your initial Eligibility Computation Period or afterward.

Credited Service

You generally receive **Credited Service** for each completed month of employment with INTEGRIS, beginning on your date of hire through 12/31/2012. However, you must have worked at least 1,000 hours in any calendar year (other than the calendar years in which you are hired or terminate employment) to receive Credited Service for any months during that year.

You also receive Credited Service for:

- Any full calendar month of absence for which you are paid, and
- Up to 40 hours per week during a paid leave of absence.

The maximum number of years of Credited Service an employee can earn is 30 years.

Vesting Service

You receive one year of **Vesting Service** for each full calendar year in which you are credited with at least 1,000 Hours of Service. Special rules apply for rehired employees.

Service Following Rehire

If you stopped working for INTEGRIS and were rehired prior to July 1, 2009, your prior Credited Service and Vesting Service generally were restored on the date you were rehired. If you were rehired **before** you had a Break in Service, your period of absence is treated as a leave of absence. If you were rehired **after** you had a Break in Service, your period of absence is excluded from the determination of your Credited Vesting Service. If you are rehired after July 1, 2009, you will not accrue an additional benefit in the Retirement Plan.

Vesting

Vesting means earning ownership of a Plan benefit through service with INTEGRIS. You are vested in your Retirement Plan benefit after you earn three years of **Vesting Service** with INTEGRIS.

You also become vested, regardless of your years of Vesting Service, if:

- You attain your normal retirement age while still employed with INTEGRIS,
- You become disabled or die while still employed with INTEGRIS, or
- The Retirement Plan is terminated.

Participating in the Retirement Plan

Eligibility

Employees who met the participation requirements below and who were on the payroll of INTEGRIS or any affiliate of INTEGRIS that has adopted the Plan as a participating employer, were eligible for the Retirement Plan.

When Your Participation Began

If you were hired or rehired prior to July 1, 2009, you were enrolled automatically in the Retirement Plan on the first January 1 or July 1 after you:

- Completed at least 1,000 Hours of Service during your Eligibility Computation Period (see the definition of Eligibility Service on page 14); and
- Were at least age 21.

Determining the Amount of Your Retirement Plan Benefit

INTEGRIS automatically provides a Retirement Plan monthly “annuity” benefit to all eligible employees at no cost to you when you retire. Once you reach your full Social Security Retirement age, you can begin receiving your benefit, even if you continue to work. This benefit, your savings in the INTEGRIS *Health* Retirement Savings Plan, personal savings and Social Security benefits, are available to support you in your retirement years.

There are two formulas for calculating benefits under the INTEGRIS *Health* Retirement Plan:

- Cash Balance formula, and
- Traditional formula.

Cash Balance Retirement Plan Benefits

Benefits for eligible employees of owned facilities hired between July 1, 2000 and June 30, 2009, and all eligible employees of leased facilities hired on or before June 30, 2009, are calculated under the Cash Balance formula of the Retirement Plan.

Benefits for eligible employees hired before July 1, 2000 at a facility owned by INTEGRIS are calculated under both the Cash Balance and Traditional formulas and the participant receives the greater benefit.

Since the Plan was frozen as of December 31, 2012, any years of credited service and earnings increases after that date WILL NOT be counted when calculating your accrued benefit. The benefit you have accrued as of December 31, 2012 will not grow any larger for additional years of credited service or higher future earnings.

Cash Balance Formula

INTEGRIS credited your Cash Balance account with a percentage of your pay each calendar quarter that you:

- Participated in the Retirement Plan, and
- Were credited with at least 250 Hours of Service.

The percentage of pay credited to your account depends upon your years of Vesting Service at the beginning of each calendar quarter. (See page 15 for a definition of Vesting Service and page 14 for what is included in pay.) If you had:

- **Fewer than 10 years of Vesting Service** – Your account was credited with an amount equal to 3% of your pay for the quarter.
- **10 years or more of Vesting Service** – Your account was credited with an amount equal to 4% of your pay for the quarter.

Your account was also credited on the last day of each calendar quarter with interest equaling the greater of 5% per year or the annual yield on one-year U.S. Treasury Bills as of the last auction on or before December 31 of the preceding calendar year, based on your average account balance during the quarter. You will continue to earn interest on your frozen benefit. Interest is projected to normal retirement age from December 31, 2012.

Monthly Benefit Provided by Your Cash Balance Account

The normal monthly retirement benefit provided by your Cash Balance account is based on the actuarial assumptions included in the Retirement Plan document.

Example

For employees retiring in 2013, the table below illustrates the monthly benefit for some typical Cash Balance account amounts and retirement ages.

<i>Age at Retirement</i>	<i>Cash Balance Account Amount at Retirement</i>	<i>Monthly Retirement Benefit</i>
65	\$ 60,000	\$ 476
60	\$ 40,000	\$ 227
55	\$ 20,000	\$ 83

Traditional Retirement Plan Benefits

The Traditional formula determines your monthly benefit if you are eligible based on:

- Your *High-five Years of Pay*;
- Your years and partial years of Credited Service, up to 30 years (see page 15 for a definition of Credited Service);
- Your age at retirement; and
- *Covered Compensation*.

High-five Pay, for purposes of the Plan, means your average monthly pay from INTEGRIS for the highest five consecutive years out of the last 10 calendar years of your employment with INTEGRIS or another participating employer.

Covered Compensation, for purposes of the retirement benefit formula, means the average (without adjusting for inflation) of the Social Security taxable wage bases for the 35 years before and including December 2012.

Remember, since the Plan was frozen as of December 31, 2012, any years of credited service, earnings increases and covered compensation after that date WILL NOT be counted when calculating your benefit. However, you will still be eligible to earn additional years of Credited Service for the purpose of determining “Rule of 85” eligibility (with a maximum of 30).

Traditional Formula

Your monthly benefit is determined based on your earnings while employed at INTEGRIS, years of service and age at retirement. The Retirement Plan’s traditional retirement benefit formula is:

Part I ...	1.35% of your <i>High-five Pay</i>
<i>plus</i>	
Part II ...	0.65% of your <i>High-five Pay</i> greater than <i>Covered Compensation</i>
<i>multiplied by</i>	Your years of Credited Service (up to 30 years)

The formula calculates your benefit assuming you receive a **single life annuity** for your lifetime only.

Your benefit will be adjusted if:

- You are married and receive the normal form of benefit provided to married employees (see *Normal Form of Payment* on page 20); or
- You choose one of the optional forms of payment described on page 21.

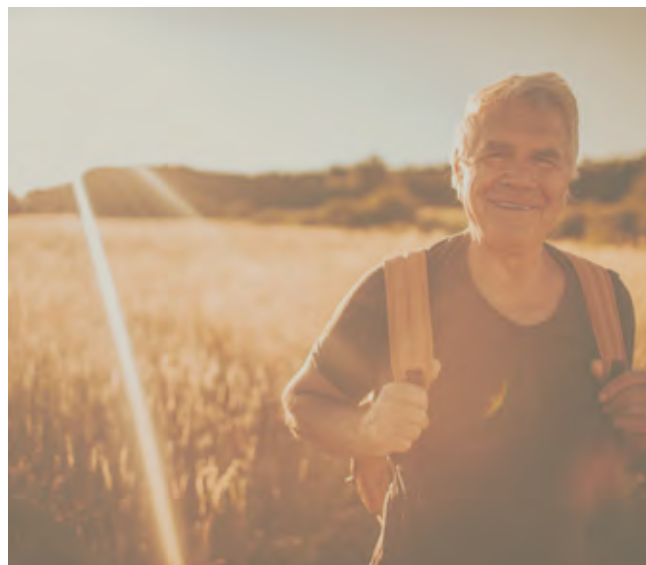
When your benefit payment is adjusted to reflect a different form or length of time over which payments will be made, it is calculated – based on interest rate and mortality table assumptions – to be actuarially equal to the amount of your normal retirement benefit if it were paid to you in a **single life annuity** during your lifetime.

Calculating Your Retirement Plan Benefits

When you are ready to retire, the Retirement Plan calculates *both*:

- The monthly benefit your Cash Balance account can provide; *and*
- Your monthly benefit under the Retirement Plan’s Traditional retirement benefit formula, if you are eligible.

You receive your benefit based on the calculation that gives you more money – the Traditional retirement benefit formula or the Cash Balance formula. In either case, the benefit you receive is based on your pay and years of Service.



Reduced Benefit at Early Retirement

If you terminate employment with INTEGRIS with at least 10 years of Vesting Service, you can begin receiving a reduced early retirement benefit on or after age 55. Your benefit will be reduced to reflect the longer period of time during which you are expected to receive payments.

If you terminate employment with INTEGRIS on or after age 55 with at least 10 years of Vesting Service, you are eligible for an enhanced early retirement benefit applicable to Part 1 of the formula. Your actual age in years and months is used to determine your enhanced early retirement benefit amount under Part 1 of the formula, as shown below:

<i>Age at Retirement</i>	<i>Percent of Normal Retirement Benefit Paid Under Part 1</i>
65 or older	100%
64	100%
63	100%
62	100%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

If you terminate employment with INTEGRIS on or after age 55 and your age plus your years of Credited Service (maximum 30 years) as of your termination date equal or exceed 85, Part 1 of the formula is not reduced. This “rule of 85” only applies to the Traditional Retirement Plan Benefit accrued under the INTEGRIS Health, Inc. Retirement Plan.

For All Retirement Plan Participants

Disability Retirement Benefit

INTEGRIS Health Retirement Plan benefits were frozen as of December 31, 2012. If you become totally and permanently disabled before your normal retirement age, you will still have your accrued benefits as of December 31, 2012 available when you reach normal retirement age or elect early retirement (if you are eligible). For purposes of calculating your benefit, the Plan will calculate your benefits based on your pay and the Covered Compensation level as of December 31, 2012.

If you want to begin receiving disability retirement benefits before your normal retirement age, you can choose to receive an early retirement benefit, beginning on or after age 55, if you have 10 or more years of Vesting Service as of your commencement date.

Determinations of whether you are totally and permanently disabled are made by the Retirement Plan Administrator in accordance with the provisions of the Plan. If the Retirement Plan Administrator determines that you are no longer disabled, special rules apply.

Continuing to Work at INTEGRIS While Receiving Retirement Benefits

If you work at INTEGRIS beyond Normal Retirement Age, you can begin receiving benefits from the Retirement Plan and continue to work. Your benefit is calculated using your Credited Service (up to 30 years) and pay as of December 31, 2012.

Effective August 4, 2015 if you are at least age 62 and your age plus Credited Service is greater than or equal to 85, you can begin receiving benefits and continue to work.

If you are rehired at INTEGRIS on a full- or part-time basis after you begin receiving your normal retirement benefits, benefit payments will generally continue. Benefit payments to early retirees will generally be suspended if you return to work at INTEGRIS within six months of the commencement of your early retirement benefit.

Maximum Retirement Plan Benefits

Internal Revenue Service rules may limit the benefit that highly compensated employees (as defined under the Internal Revenue Code) receive from the Plan. INTEGRIS will notify you if your benefit is limited because of these rules.

When You Can Begin Receiving Your Retirement Plan Benefit

If you are vested when your employment with INTEGRIS ends, you are entitled to the retirement benefit credited to you as of December 31, 2012. The beginning date of your benefits depends on your age, Vesting Service and benefit amount.

Normal Retirement Age Benefits

You can begin receiving a full retirement benefit when you reach your normal retirement age, as shown below:

<i>Normal Retirement Age</i>	
<i>If you were born in...</i>	<i>Normal retirement age is...</i>
1937 or earlier	65 years
1938	65 years, 2 months
1939	65 years, 4 months
1940	65 years, 6 months
1941	65 years, 8 months
1942	65 years, 10 months
1943-54	66 years
1955	66 years, 2 months
1956	66 years, 4 months
1957	66 years, 6 months
1958	66 years, 8 months
1959	66 years, 10 months
1960 or later	67 years

Early Retirement Age Benefits

If you terminate employment with INTEGRIS on or after age 55 with at least 10 years of Vesting Service, you can begin receiving a reduced early retirement benefit. Your benefit will be reduced to reflect the longer period of time during which you are expected to receive payments.

Immediate Benefits

If your Cash Balance account is \$10,000 or less, you can begin receiving your benefit at any time after you leave INTEGRIS. The amount of your benefit will be adjusted to reflect your early commencement. (You will automatically receive your benefit in a single lump-sum payment if the present value of your benefit is \$5,000 or less.)

Former SMC Pension Plan Special Rules

Special Rules for Former Participants in SMC Health Services Corporation Employees Pension Plan. If you were a participant in the SMC Health Services Corporation Employees Pension Plan (the "SMC Plan"), you are eligible to receive your entire accrued benefit in a single lump sum. If your Cash Balance account is \$10,000 or less, you can choose a single lump-sum payment of your benefit at any time following your termination of employment. Otherwise, you must wait until you are eligible to begin either an early retirement benefit or normal retirement benefit. Different early commencement reduction factors apply to that portion of your total retirement benefit that is derived from your SMC Plan benefit as well as different death benefit rules. See page 18 for additional information about early retirement rules.

When Payment of Your Benefit Is Required

You must begin retirement benefit payments no later than the April 1 of the calendar year following the later of the calendar year in which you reach age 70-1/2 or the calendar year in which you terminate employment with INTEGRIS.

How Your Retirement Plan Benefit Will Be Paid

Normal Form of Payment

If you are unmarried when your benefit is scheduled to begin, your benefit generally will be paid in the form of a **single life annuity** unless you elect an optional form of payment as described on page 21. A **single life annuity** provides a specified monthly benefit until you die. No benefit is payable after your death.

If you are legally married when your benefit is scheduled to begin, a reduced benefit generally will be paid in the form of a **joint and 50% survivor annuity** unless you elect an optional form of payment. Your spouse must consent (in writing and witnessed by a notary public or Retirement Plan representative) to waive the normal form before you can elect an optional form.

A **joint and 50% survivor annuity** provides a specified monthly benefit until you die. Then, a monthly benefit will continue to be paid to your spouse until his or her death. The amount that continues to be paid will be 50% of the benefit amount you were receiving.

Automatic Lump-Sum Payment

When you terminate employment with INTEGRIS, if the present value of your benefit from the Plan is \$5,000 or less, you will be notified that you are eligible for an immediate lump-sum payment. If your balance is between \$1,000 and \$5,000 and you do not respond within 30 days, INTEGRIS will establish an IRA Rollover account with the Cavanal Hill Funds. Your balance will be invested in the Cavanal Hill US Treasury Fund, which is a conservative money market option designed to preserve principal. You can subsequently change how your balance is invested or request a distribution from your Rollover IRA account.

If your balance is less than \$1,000 and you do not respond within 30 days, a distribution will be made payable directly to you. INTEGRIS is required by federal law to withhold 20% for federal taxes if payment is made directly to you. State withholding taxes may also apply. A 10% early withdrawal penalty may also apply if you are younger than age 59-1/2.

Optional Forms of Payment

Instead of the normal form of payment, you can elect (with your spouse's consent if you are married) an optional form of benefit payment. The Retirement Plan offers the following optional forms:

Five Years Certain and Life Annuity

An annuity that guarantees a monthly benefit payment for at least five years. If you die within five years after payments begin, your beneficiary will receive your monthly payments until the end of the five-year period. If you live beyond the five-year certain period, you will continue to receive a monthly benefit for your lifetime, but no benefits are payable after your death.

Ten Years Certain and Life Annuity

An annuity that guarantees a monthly benefit payment for at least 10 years. If you die within 10 years after payments begin, your beneficiary will receive your monthly payments until the end of the 10-year period. If you live beyond the 10-year certain period, you will continue to receive a monthly benefit for your lifetime, but no benefits are payable after your death.

Joint and 66-2/3% Last Survivor Annuity with 10 Years Certain

An annuity that provides a reduced monthly payment for your lifetime. If either you or your beneficiary dies, the survivor receives 66-2/3% of your monthly benefit for the rest of the survivor's life. If you and your beneficiary both die within 10 years after payments begin, your contingent beneficiary will receive 66 2/3% of your monthly payments until the end of the 10-year period. *This option may not be available if the adjusted age difference between you and your beneficiary is greater than IRS regulations allow.*

Joint and 75% Survivor Annuity

An annuity that provides a specified monthly benefit until you die. Then, a monthly benefit will continue to be paid to your beneficiary until his or her death. The amount that continues to be paid will be 75% of the benefit amount you were receiving. *This option may not be available if the adjusted age difference between you and your beneficiary is greater than IRS regulations allow.*

Lump-Sum Payment

If your Cash Balance account is \$10,000 or less, you can choose a single lump-sum payment of your benefit.

Adjusting Your Benefit Amount

If you receive your Retirement Plan benefit in a form other than a single-life annuity, your benefit is actuarially adjusted so that it has the same overall value. This adjustment takes into account the cost of providing a continuing benefit to you and your beneficiary, the period over which benefits are paid, and the life expectancies of you and your beneficiary.

If You Are Vested and Terminate Employment

If you are vested and terminate employment before becoming eligible for early retirement benefits, your monthly benefit will be deferred until you reach your early or normal retirement date.

If your Cash Balance account balance is \$10,000 or less, you may choose to:

- Begin receiving monthly benefits under the normal form of payment (based on your marital status) immediately, or
- Receive your account as a single lump sum immediately, or
- Defer payment to a later date.

Applying for Benefits

When you decide to retire, call INTEGRIS Human Resources Customer Service to request preparation of your retirement benefit certification. The certification will be prepared and mailed to you as soon as possible. It will include all your benefit options as well as forms for you to request payment of your benefits. You are encouraged to apply for retirement benefits as early as six months prior to your commencement date and no later than 90 days before your retirement date. The Plan Administrator needs at least 60 days to accurately calculate and process your retirement benefits.

Once you apply for your retirement benefit, payments generally can begin on the first day of the month after you become eligible.

If you terminate employment before retirement, you will receive information about your benefits under the Retirement Plan approximately 60 days after your employment ends. Contact INTEGRIS Human Resources Customer Service if you have any questions.

Taxes on Retirement Plan Benefits

Under current federal income tax law, retirement benefits are not taxable to you while they accumulate in the Retirement Plan. Once you start receiving benefits, those benefits are taxed as ordinary income – the same way your regular pay is taxed. When you become eligible to receive benefit payments from the Plan, you will receive more information about the tax treatment of those payments. Tax laws are complex, and INTEGRIS cannot provide you with specific tax advice. To learn more about how your benefit payments will be treated under the tax laws in effect when your benefit payments begin, you should seek personal tax advice from a qualified, professional tax advisor.

Retirement Plan Death Benefit

This section applies only if you die before you begin receiving a benefit under the Retirement Plan.

If you are a participant in the Retirement Plan, your surviving spouse or other eligible beneficiary will receive a Plan benefit if you die:

- While actively employed with INTEGRIS, or
- After you are vested, whether or not you are actively employed with INTEGRIS.

If You Are a Married Participant

If your surviving spouse is your beneficiary, he or she will receive a death benefit equal to the *greater* of:

- A lifetime annuity actuarially equivalent to your Cash Balance account; or
- A qualified pre-retirement survivor annuity equal to 50% of the benefit you would have received had you elected the **joint and 50% survivor annuity** before your death (see page 20).

Your spouse can receive the benefit in one of the forms described previously, or can choose one of the following actuarially equivalent forms of payment:

- A single lump-sum payment, or
- 60 consecutive monthly payments.

Your spouse can choose to:

- Begin benefit payments immediately after your death, or
- Defer payment until the first day of any month up to the time you would have reached age 70-1/2.

If you name someone other than your spouse as your beneficiary (with your spouse's consent), your beneficiary can receive:

- A single lump-sum payment equal to your Cash Balance account, or
- 60 consecutive monthly payments of an amount that is actuarially equivalent to your Cash Balance account.

Benefit payments will begin immediately after your death.

If You Are a Single Participant

Your beneficiary can choose:

- A single lump-sum payment equal to your Cash Balance account; or
- 60 monthly payments of an amount that is equal to your Cash Balance account.

Benefit payments will begin immediately after your death.



Retirement Plan Funding and Investment

All contributions to the Retirement Plan are made by INTEGRIS. Plan assets and liabilities are evaluated periodically and each participating employer pays the amount necessary (as determined by an independent professional called an actuary) to provide Plan benefits.

Plan assets are held in a trust maintained for the benefit of Participants and their beneficiaries. All benefits are paid from the trust.

The INTEGRIS Health, Inc. Retirement Plan is a pension plan. This means that investing Plan funds is the responsibility of INTEGRIS. The gains and losses on these investments do not affect the value of your benefit. In some years, the actual return on Plan investments may be lower than the interest credit on the Cash Balance portion of the Plan. In other years, the Plan's investment returns may be higher than the interest credit on the Cash Balance portion.

Retirement Plan Amendment and Termination

The Board of Directors of INTEGRIS has the right to amend or end the Plan, in whole or in part, at any time and without prior notice to Participants.

Plan amendments are authorized by written resolution of the Retirement Committee, to whom the Board of Directors has delegated this power. Plan termination would be authorized by written resolution of the Board of Directors of INTEGRIS. You will be notified if you are affected by any change to the Plan.

If the Plan is terminated, Plan assets will be used to fund payment of benefits to Plan Participants and beneficiaries as provided under federal law. Up to certain limits established by law, unfunded vested benefits are payable by the Pension Benefit Guaranty Corporation (PBGC). The next section contains more information about the PBGC.

INTEGRIS

Pension Benefit

Guaranty Corporation

INTEGRIS is required to pay a premium each year so that your benefits under the Retirement Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency, in the event of Plan termination. If the Plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

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

The PBGC guarantee generally does not cover:

- Pension benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- Some or all of benefit increases and new benefits based on Retirement Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- Benefits that are not vested because you have not worked long enough for INTEGRIS;

- Pension benefits for which you have not met all of the requirements at the time the Retirement Plan may terminate;
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Retirement Plan's normal retirement age; and
- Non-pension benefits, such as from the INTEGRIS Retirement Savings Plan, health insurance, life insurance, certain death benefits, vacation pay and severance pay.

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

For more information about the PBGC and the benefits it guarantees, ask your Retirement Plan Administrator through INTEGRIS Human Resources Customer Service, or contact the PBGC's Technical Assistance Branch, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 800-400-7242. TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at www.pbgc.gov.



administrative information

Administrative Information

This section contains administrative information and resources common to the INTEGRIS *Health* Retirement Plan.

Claims

Benefits will be paid to you and/or your beneficiary(ies) upon request in accordance with the provisions of the Plan. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. Any such request should be in writing and should be made to the Plan Administrator.

For the Retirement Plan and Retirement Savings Plan, send your request to:

Retirement Committee
INTEGRIS
c/o Human Resources
3520 NW 58th
Oklahoma City, OK 73112

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

If your claim for a Plan benefit or distribution is denied, you will receive a written or electronic notification explaining why your request was denied, the Plan provision on which the denial is based, a description of any additional information needed to process your claim, and an explanation of the appeals procedures. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines

that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

Appeals

If your claim for Plan benefits is denied, you can appeal the decision by sending a written request for appeal to the Plan Administrator within 60 days of the date your claim is denied. Your request must include your name, Social Security number and work location, and must state the reasons you believe you are entitled to benefits or payment. You can include any documents or records that will support your appeal. You can inspect any Plan documents that affect your claim. *If you do not send your appeal within the 60-day period, no further action will be taken, and you cannot request an appeal later.*

The Plan Administrator will review your original claim and make a decision within 60 days. If additional time is needed, you will be notified during the initial 60-day period, and the Plan Administrator may take up to an additional 60 days to make a decision.

If the Plan Administrator denies the appeal, you will be notified of the specific reasons and the Plan provisions upon which the decision is based.

Additional Information You Should Know

Nothing in this booklet or in the official Plan documents promises or implies a guarantee of continued employment with INTEGRIS, nor is there a guarantee that contribution levels will not change in the future.

INTEGRIS intends to comply with all applicable laws and regulations. If any provision described in this booklet becomes contrary to such laws or regulations, the provision should be considered changed to the extent necessary to comply with the law.

Each Plan provision is independent and does not affect the validity of any other Plan provision. If any provision is found to be invalid or unenforceable, the remaining Plan provisions remain fully effective.

Some situations may affect payment of your benefits:

- To avoid delay of payment to you or your beneficiary, you should keep updated addresses on file with the Plan Administrator.
- Benefits could be delayed if you do not apply for benefits or fail to provide information requested.
- While INTEGRIS and the Plan Administrator make every effort to ensure that all records are correct, they reserve the right to correct any error that might occur.
- Benefits paid by the Plans are subject to Internal Revenue Code and other government regulations that may change in the future.

Naming a Beneficiary

When you become a participant in either Plan, you will be asked to name a primary beneficiary – someone who will receive your Plan benefits if you die. If you are married, by law your spouse is automatically your primary beneficiary. If you want to name someone other than your spouse as primary beneficiary, your spouse must sign a special consent form. If you are not married and you fail to name a primary beneficiary, your estate is your beneficiary.

You can also name a contingent beneficiary – someone who will receive your Plan benefits if your primary beneficiary dies before you do or if you and your primary beneficiary both die before full payment of your Plan benefits has been made. If this situation occurs and you have not named a contingent beneficiary, your estate is your beneficiary.

You can change your beneficiary(ies) by submitting a new form. If you are married, your spouse must consent to any changes. Beneficiary forms for the Retirement Plan are available through the INTEGRIS Retirement Service Center self-service pension estimator feature or by contacting INTEGRIS Human Resources Customer Service.

Divorce

If your benefit in the Retirement Plan is involved in a divorce settlement under a Qualified Domestic Relations Order (QDRO), Plan payments may be required to go to an **alternate payee** as designated in the QDRO. The QDRO may name your spouse, former spouse, children or other dependents as alternate payees. As soon as you are aware of any court proceedings that may affect your Plan benefits, contact the Plan Administrator. For more information, or to obtain a copy of the applicable QDRO procedures, contact INTEGRIS Human Resources Customer Service.

Military Service

If you are absent from work due to service in any branch of the United States Armed Forces and are re-employed under the Uniformed Services Employment and Re-employment Rights Act of 1994, your qualified military service may be considered service with INTEGRIS. If you may be affected by this law, ask your Plan Administrator for additional details.

Non-Transferability of Benefits

Your Plan benefits cannot be sold, pledged, garnished, transferred or assigned to your creditors or other claimants by you or your beneficiary. Except for certain payments required under a QDRO (see page 25) or an enforceable tax levy by the Internal Revenue Service, your benefits will be paid only to you or your beneficiary.

Top-Heavy Provisions

The Plans are tested each year to make sure they comply with federal regulations. Under the Internal Revenue Code, an employee benefit plan is considered “top heavy” if “key employees” (as defined under the Internal Revenue Code) have earned 60% or more of all accrued benefits. In the unlikely event that the Plan becomes top heavy, special rules regarding minimum benefits, accelerated vesting and amounts considered to be “pay” may apply to some Participants. INTEGRIS will notify you if you are affected.

Your Rights Under ERISA

As a Participant in the Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended:

Receive Information About Your Plan and Benefits

- You can examine, without charge, at INTEGRIS Human Resources Customer Service, all documents governing the Plan, including collective bargaining agreements and copies of the latest annual reports (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- You can receive copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual reports (Form 5500 series) and updated Summary Plan Descriptions for the Plans upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.



- You will automatically 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 Annual Funding Notice.
- You can ask for a statement that tells you whether you have a right to receive a pension from the Retirement Plan at normal retirement age (Social Security Retirement Age) and, if so, what your benefits would be at that time if you were to stop working under the Plan now.

If you do not now have a right to a pension under the Plan, the statement will tell you how many years you have to work to qualify for one. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide this statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

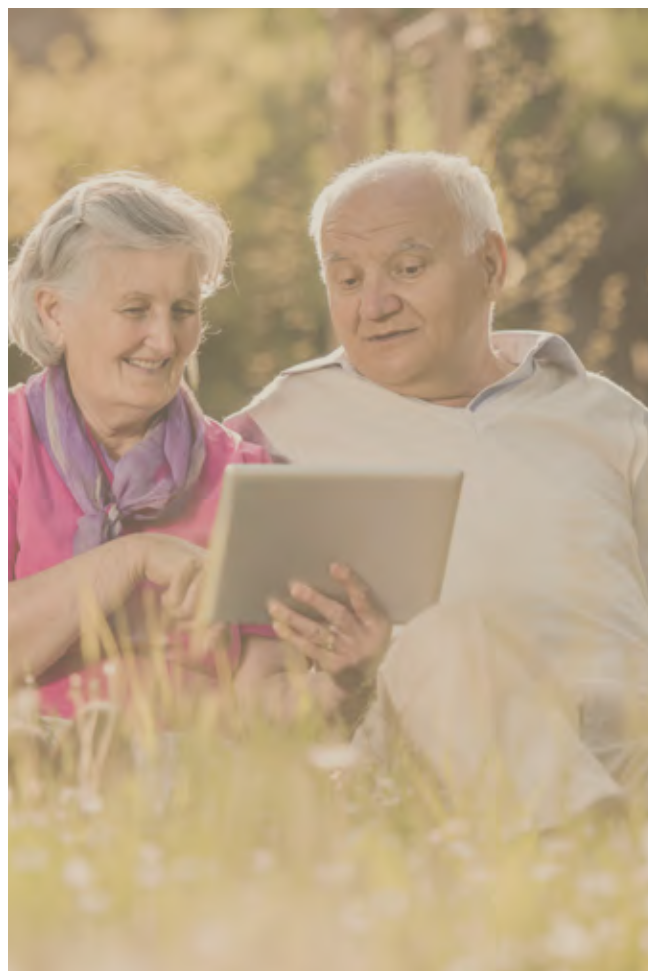
If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce your rights. For instance:

- If you request a copy of Plan documents or the latest annual report from the Plan(s) and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits that 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 a Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court.
- If the Plan fiduciaries misuse any of the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. If you file a suit, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

Assistance with Your Questions

If you have any questions about your Plans, you should contact the Plan Administrator. If you have any questions about this handbook or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 866-275-7922 or by visiting www.dol.gov/ebsa.



INTEGRIS

General Information

<i>General Information</i>		
<i>Official Plan Name</i>	<i>Plan ID Numbers</i>	<i>Type of Plan</i>
INTEGRIS <i>Health</i> , Inc. Retirement Plan	001	Defined benefit retirement plan, with cash balance feature

Plan Sponsor and Administrator

INTEGRIS sponsors the Retirement Plan.

The Plan Administrator for the Plan is the INTEGRIS *Health* Retirement Committee. The Plan Administrator is responsible for the control and management of the Plans. You can contact the Retirement Committee at:

Retirement Committee
INTEGRIS
c/o Human Resources
3520 NW 58th
Oklahoma City, OK 73112
405-949-4045 or 888-546-8347

Plan Year

The Plan Year for the Retirement Plan begins July 1 and ends June 30.

Employer Identification Number

The employer identification number (EIN) assigned to INTEGRIS by the Internal Revenue Service is 73-1192764.

Plan Trustee

The Plan Trustee receives all contributions from INTEGRIS, invests them, holds all Plan money in trust, and makes payments and distributions from those assets.

The Plan Trustee for the Retirement Plan is:

Bank of Oklahoma, N.A.
P.O. Box 24128
Oklahoma City, OK 73124

Agent for Service of Legal Process

The agent of service of legal process is the chairman of the Retirement Committee, who may be served at the address listed below.

Vice President Human Resources
INTEGRIS
3520 NW 58th
Oklahoma City, OK 73112
405-949-4045 or 888-546-8347

You may also serve legal process on the Plan Trustee.

