

**FIRST AMENDMENT TO THE
SOUTHWEST AMBULANCE PENSION PLAN**

This Amendment is made and entered into on the date indicated below by SW General, Inc. dba Southwest Ambulance ("Employer").

RECITALS:

- A. Employer maintains the Southwest Ambulance Pension Plan, as last restated effective January 1, 2012 ("Plan");
- B. Employer has reserved the right to amend the Plan in whole or in part; and
- C. Employer intends to amend the Plan.

THEREFORE, Employer hereby adopts this Amendment as follows:

- 1. Section 1.38 of the Plan is amended in its entirety to read as follows:

The term *Spouse* means the person to whom a Participant is legally married as determined for federal tax purposes. Furthermore, a former Spouse will be treated as the Participant's Spouse or surviving Spouse to the extent provided under a qualified domestic relations order as described in Code §414(p).

- 2. The Effective Date of this Amendment shall be June 26, 2013.
- 3. Except as amended, all of the terms and conditions of the Plan shall remain in full force and effect.

Dated: 12/17/14

**SW General, Inc.
dba Southwest Ambulance**

By Scott Bunch
Title President & CEO

SECOND AMENDMENT TO THE SOUTHWEST AMBULANCE PENSION PLAN

This Amendment is made and entered into on the date indicated below by SW General, Inc. dba Southwest Ambulance ("Employer").

RECITALS:

- A. Employer maintains the Southwest Ambulance Pension Plan, as last restated effective January 1, 2012 and as thereafter amended ("Plan");
- B. Employer reserved the right to amend the Plan in whole or in part;
- C. Employer and International Association of Fire Fighters (IAFF), Local I-60 arbitrated a disagreement regarding the Plan's benefit formula and an arbitration award was issued on April 14, 2014; and
- D. Employer intends to amend the Plan's benefit formula, retroactive to July 1, 2008, to implement the arbitration award with respect to all Participants who are members of the applicable collective bargaining agreement between the Employer and International Association of Fire Fighters (IAFF), Local I-60.

THEREFORE, Employer hereby adopts this Amendment as follows:

- 1. Section 1.14 of the Plan is amended in its entirety to read as follows:

The term *Credited Service* means a Participant's period of service for purposes of determining the amount of any benefit for which he is eligible under the Plan, as computed in accordance with Article 3. The term *Additional Credited Service* means the additional years of Credited Service purchased by and credited to a Participant in accordance with Section 20.3.

- 2. Sections 3.1 and 3.2 of the Plan are amended in their entirety (for the purpose of clarifying that the manner in which Service and Credited Service are determined was not changed when the Plan was restated effective January 1, 2012) by deleting Section 3.1 (but reserving that number) and amending Section 3.2 to read as follows:

3.2 Service and Credited Service

Each person who is a Covered Employee shall be credited with Service and Credited Service for purposes of the Plan as follows:

- (a) He shall be credited with a year of Service for each Service Computation Period for which he is credited with at least 1,000 Hours of Service.
- (b) Subject to any limitations set forth in Article 5, he shall be credited with a month of Credited Service for each calendar month in which he is credited with at least 120 Hours of Service. One month of Credited Service is equal to 1/12th of a year of Credited Service, and

12 months of Credited Service is equal to one year of Credited Service. If, during a Service Computation Period, a person earns less than 6 months of Credited Service but is credited with at least 1,000 Hours of Service, he will be credited with 6 months of Credited Service for that Service Computation Period; provided, however, that if the Service Computation Period is less than 12 months, the Hours of Service requirement will be proportionately reduced. Hours of Service prior to July 1, 2004 will not be counted.

For purposes of the benefit formula set forth in Section 5.2(b) and the QSUPP described in Section 6.4, a Participant's total years of Credited Service for the period of July 1, 2004 through June 30, 2006 will be equal to 50% times the total years of Credited Service which would otherwise be credited for that period (pursuant to the foregoing paragraph and without regard to this sentence).

3. Section 5.2 of the Plan is amended in its entirety to read as follows:

5.2 Amount

If an eligible Participant has Credited Service after June 30, 2008, and either does not have at least 20 years of Service for vesting purposes or has at least 20 years of Service for vesting purposes but commences his benefit on or after age 65, his monthly normal retirement benefit shall be equal to 1/12th of the amount determined under either paragraph (a) or (b) below, whichever is greater. If an eligible Participant has Credited Service after June 30, 2008, has at least 20 years of Service for vesting purposes and commences his benefit prior to age 65, his monthly retirement benefit shall be equal to 1/12th of the amount determined under either paragraph (a) or (b) below, as determined by the Participant at the time he is eligible to begin receiving benefits under the Plan. In no event will the normal retirement benefit payable to a Participant be less than the amount that would have been payable to him under the same form of payment had he retired prior to his Normal Retirement Date when eligible for an early retirement benefit.

- (a) The sum of the percentage of pay benefit under subparagraph (1) and the flat dollar benefit under subparagraph (2):

- (1) The sum of (A) 0.45% of the Participant's Average Annual Earnings multiplied by his years of Credited Service from July 1, 2004 through June 30, 2006, and (B) 0.9% of the Participant's Average Annual Earnings multiplied by his years of Credited Service from July 1, 2006 through Normal Retirement Date or earlier termination of employment.

For purposes of this subparagraph (1), a Participant's years of Credited Service will include his years of Additional Credited Service under Section 20.3 to the extent provided in Section 20.3(f)(1). Also, for purposes of this subparagraph (1), a Participant's Average Annual Earnings will be determined at Normal Retirement Date or earlier termination of employment.

- (2) The sum of (A) \$650.00 multiplied by the lesser of (i) 20 or (ii) the Participant's years of Credited Service from July 1, 2006 through Normal Retirement Date or earlier termination of employment (including years of Additional Credited Service), and (B) if the Participant's years of Credited Service under (A) is less than 20, \$325.00 multiplied by the Participant's years of Credited Service from July 1, 2004 through June 30, 2006; provided, however, that the years of Credited Service under (B) shall not exceed the excess, if any, of 20 over the years of Credited Service under (A).

For purposes of this subparagraph (2), a Participant's years of Credited Service will include his years of Additional Credited Service under Section 20.3 to the extent provided in Section 20.3(f)(1). However, the combined total of a Participant's years of Credited Service and Additional Credited Service shall not exceed 20 years. Also, for purposes of this subparagraph (2), a Participant's Average Annual Earnings will be determined at Normal Retirement Date or earlier termination of employment.

- (b) 2.5% of the Participant's Average Annual Earnings reduced by 5.0% of the Participant's anticipated benefit payable from Social Security (but not less than zero dollars) multiplied by the number of his years of Credited Service at Normal Retirement Date or earlier termination of employment not in excess of 20 years of Credited Service.

For purposes of this paragraph (b), a Participant's years of Credited Service will include his years of Additional Credited Service under Section 20.3 to the extent provided in Section 20.3(f)(2). However, the combined total of a Participant's years of Credited Service and Additional Credited Service shall not exceed 20 years.

In addition, for purposes of this paragraph (b), a Participant's anticipated benefit payable from Social Security will be determined as follows:

- (1) The Participant's Average Monthly Wage at his age 65 or on his actual retirement date, if later, under the Social Security Act computed using Code §415 compensation as the Earnings of the Participant in the prior calendar year, assuming Earnings increased prior thereto at a rate of increase in the Average Per Worker Total Wages reported by the Social Security Administration, and assuming continuation of such Earnings without increases thereafter until age 65, or retirement, if later; and
- (2) The benefit shall be the Primary Insurance Amount payable at age 65, or retirement, if later, multiplied by 12; and

- (3) Reflecting the Social Security Law as in effect as of January 1 of the calendar year of termination of employment; provided, however, that
- (4) Benefits in pay status, or benefits for a terminated, vested Participant who has not yet begun to receive his benefits, will not be reduced by an increase in Social Security Benefits; and further provided that
- (5) A written notice shall be provided to each Participant who terminates on or after July 1, 2008 and who is entitled to a benefit under the Plan as determined under Section 5.2(b) which shall indicate that the amount of the anticipated benefit payable from Social Security is estimated and that, in the event the Participant obtains a record of his earnings from the Social Security Administration, then the amount of the anticipated benefit payable from Social Security based on such record of actual earnings shall be used instead of the amount determined using the above described assumed prior earnings if such record is submitted to the Administrator by the Participant no later than 180 days following the later of the date of the Participant's termination and the time the Participant receives such written notice.

4. Section 6.4 of the Plan is amended by adding the following new sentence to the beginning of that Section:

This Section applies only to Participants who have Credited Service after June 30, 2008, and whose benefit is to be paid under the benefit formula set forth in Section 5.2(b).

5. Section 9.2(g) of the Plan is amended in its entirety to read as follows:

If the benefit payable to a Participant is the benefit determined under Section 5.2(a) and the Participant qualifies for a special early retirement benefit, then with respect to the portion of the Participant's special early retirement benefit which relates to his flat dollar benefit under Section 5.2(a)(2), the Participant may elect to receive a Social Security Bridge benefit, which is a temporary life annuity (payable monthly) from his special early retirement age or Normal Retirement Date to age 65 (or, if longer, for 20 years). The amount of the social security bridge will be equal to 1/12th of the sum of (1) \$750.00 multiplied by the lesser of (A) 20 or (B) the Participant's years of Credited Service (including years of Additional Credited Service to the extent provided in Section 20.3(f)(1)) at termination of employment, and (2) if the Participant's years of Credited Service under (1) is less than 20, \$375.00 multiplied by the sum of the Participant's years of Credited Service from July 1, 2004 through June 30, 2006; provided, however, that the years of Credited Service under (2) shall not exceed the excess, if any, of 20 over the years of Credited Service under (1).

6. Sections 20.3(a), (b) and (c) of the Plan are amended in their entirety to read as follows:

- (a) **Purchase of Additional Credited Service.** Each “voluntary employee contribution” made by a Participant shall be used to purchase one or more years (or fractional years) of Additional Credited Service.
- (1) **Additional Credited Service for Benefits Determined Under Section 5.2(a).** For purposes of the benefit formula set forth in Section 5.2(a)(1), the amount required to purchase a year of Additional Credited Service shall be an amount equal to the Actuarial Equivalent of the amount necessary to fund the value of one additional year of Credited Service for the percentage of pay benefit under Section 5.2(a)(1), assuming a 3% annual increase in Earnings and Age 47 immediate annuity factors. For purposes of the benefit formula set forth in Section 5.2(a)(2), the amount required to purchase a year of Additional Credited Service shall be an amount equal to the Actuarial Equivalent of the amount necessary to fund the value of one additional year of Credited Service for the flat dollar benefit under Section 5.2(a)(2), assuming Age 47 immediate annuity factors.
- (2) **Additional Credited Service for Benefits Determined Under Section 5.2(b).** Subject to paragraph (c) below and for purposes of the benefit formula set forth in Section 5.2(b), the amount required to purchase a year of Additional Credited Service shall be an amount equal to the Actuarial Equivalent of the amount necessary to fund the value of one additional year of Credited Service for the benefit defined in Section 5.2(b) and, if applicable, the QSUPP described in Section 6.4 assuming a 3% annual increase in Earnings, and, for purposes of projecting the anticipated benefit from Social Security, assuming a 2% annual increase in the Taxable Wage Base and a 2% annual increase in the Consumer Price Index from the date of determination to age at benefit commencement and reflecting immediate annuity factors at age of benefit commencement.
- (3) **Maximum Purchase.** The maximum amount of years of Credited Service that can be purchased by a Participant (including any additional years credited in accordance with paragraph (c)) is the number of years of Credited Service that the Participant would have had if Hours of Service prior to July 1, 2004 were counted for purposes of determining the Participant’s Credited Service under Section 3.2(b).
- (b) **Conversion of Credited Service Purchased Prior to July 1, 2008.** This paragraph (b) applies only to Participants who have years of Credited Service after June 30, 2008, made “voluntary contributions” to the Plan prior to July 1, 2008, and whose benefit under the Plan is determined under Section 5.2(b). Subject to paragraph (a)(3) above, if the conversion provisions in the amendment to the Plan dated July 1, 2008 result in the purchase of a greater number of years of Credited Service than as determined under paragraph (a)(2) above, the conversion provisions will apply in determining a Participant’s number of years of Credited Service

purchased with “voluntary employee contributions” made prior to July 1, 2008.

- (c) **Special Crediting Rules.** This paragraph applies only to Participants who had 15 or more years of Service for vesting purposes as of July 1, 2004. If the Participant makes a “voluntary employee contribution” that is applied towards the purchase of years of Additional Credited Service, for purposes of determining the applicable benefits under Section 5.2 (and, if applicable, the QSUPP described in Section 6.4), the Sponsor will credit the Participant with additional years of Credited Service (or fractions thereof) in an amount equal to the number of years (or fractions thereof) purchased. However, in no event will the amount credited by the Sponsor under this paragraph exceed either (1) one additional year of Credited Service for each calendar year during which the Participant makes “voluntary employee contributions” that are applied towards the purchase of years of Additional Credited Service or (2) a total maximum of 6 additional years of Additional Credited Service for all calendar years during which the Participant makes (or made) “voluntary employee contributions” that are (or were) applied under this Section towards the purchase of years of Additional Credited Service.

7. Section 20.3(f) of the Plan is amended in its entirety to read as follows:

(f) **Withdrawal of Contributions.**

- (1) **Contributions Applied to Additional Credited Service for Benefits Under Section 5.2(a).** This subparagraph (1) applies only if the benefit payable to the Participant is the benefit determined under Section 5.2(a). If the Actuarial Equivalent of the Participant’s benefit under Section 5.2(a) (referred to in this paragraph as “Benefit”), as determined taking into account all years of Additional Credited Service (including any additional years credited in accordance with paragraph (c)), is equal to or greater than the sum of (A) the Participant’s “voluntary employee contributions” account and (B) the Actuarial Equivalent of the Participant’s Benefit determined without including years of Additional Credited Service, then the Participant will receive his Benefit, as determined taking into account all years of Additional Credited Service, and such Benefit will be distributed pursuant to the provisions of Article 9. If the Actuarial Equivalent of the Participant’s Benefit, as determined taking into account all years of Additional Credited Service (including any additional years credited in accordance with paragraph (c)), is less than the sum of (A) the Participant’s “voluntary employee contributions” account and (B) the Actuarial Equivalent of the Participant’s Benefit determined without including years of Additional Credited Service, then the Participant will receive his or her Benefit, as determined without taking into account any years of Additional Credited Service and as distributable in accordance with Article 9, plus his “voluntary employee contributions” account, which will be distributed at the same time and in the same manner as the Participant’s Benefit under the provisions of Article 9. For purposes

of this paragraph, the Actuarial Equivalent of the Participant's Benefit will be determined as a single sum payment using the actuarial assumptions set forth in Section 1.3(b).

- (2) **Contributions Applied to Additional Credited Service for Benefits Under Section 5.2(b).** This subparagraph (2) applies only if the benefit payable to the Participant is the benefit determined under Section 5.2(b). If the Actuarial Equivalent of the Participant's benefit under Section 5.2(b) and the Actuarial Equivalent of the QSUPP (if any) under Section 6.4 (collectively referred to in this paragraph as "Benefit"), as determined taking into account all years of Additional Credited Service (including any additional years credited in accordance with paragraph (c)), is equal to or greater than the sum of (A) the Participant's "voluntary employee contributions" account and (B) the Actuarial Equivalent of the Participant's Benefit determined without including years of Additional Credited Service, then the Participant will receive his Benefit, as determined taking into account all years of Additional Credited Service, and such Benefit will be distributed pursuant to the provisions of Article 9. If the Actuarial Equivalent of the Participant's Benefit, as determined taking into account all years of Additional Credited Service (including any additional years credited in accordance with paragraph (c)), is less than the sum of (A) the Participant's "voluntary employee contributions" account and (B) the Actuarial Equivalent of the Participant's Benefit determined without including years of Additional Credited Service, then the Participant will receive his or her Benefit, as determined without taking into account any years of Additional Credited Service and as distributable in accordance with Article 9, plus his "voluntary employee contributions" account, which will be distributed at the same time and in the same manner as the Participant's Benefit under the provisions of Article 9. For purposes of this paragraph, the Actuarial Equivalent of the Participant's Benefit will be determined as a single sum payment using the actuarial assumptions set forth in Section 1.3(b).

8. The provisions of this Amendment apply only to all Participants who are members of the applicable collective bargaining agreement between the Employer and International Association of Fire Fighters (IAFF), Local I-60.

9. This Amendment is effective as of July 1, 2008; provided, however, that if the requirements of Section 436(c) of the Internal Revenue Code have not been certified as having been satisfied as of the date this Amendment is adopted, this Amendment shall not become effective until the Employer has contributed the amount of contributions necessary to satisfy such requirements (at which time the Amendment shall become effective retroactive to July 1, 2008), and in connection with the adoption of this Amendment, the Employer has hereby authorized an additional contribution in the amount necessary to satisfy such requirements, such contribution to be contributed to the Plan and Trust within 30 days after certification of the required amount (if any) by the Plan's Enrolled Actuary.

10. Except as amended, all of the terms and conditions of the Plan shall remain in full force and effect.

Dated: _____

SW General, Inc.
dba Southwest Ambulance

By  _____

Title Secretary _____



MEMORANDUM OF UNDERSTANDING

BETWEEN

**AMR/Rural/Metro Corporation/SW General, Inc.
d/b/a SOUTHWEST AMBULANCE
(the "Company")**

AND

**INTERNATIONAL FIRE FIGHTERS ASSOCIATION, UNITED EMERGENCY
MEDICAL PROFESSIONALS OF ARIZONA, LOCAL I-60
(the "Union")**

RECITALS

1. The Union, (Local I-60) is the exclusive bargaining agent for employees employed at AMR/Rural Metro Corporation/SW General, Inc. d/b/a Southwest Ambulance operation.
2. The Company and the Union are parties to a collective bargaining agreement that expired on July 1, 2012 and has operated under "status quo" since that date.
3. The parties since the expiration of the collective bargaining agreement have been engaged in a dispute over the status of the defined pension plan that was drafted into existence with an effective date of July 1, 2004.
4. After a complete and exhaustive review and discussion of the topic the parties have mutually agreed and acknowledge through this Memorandum of Understanding to the following:

UNDERSTANDINGS

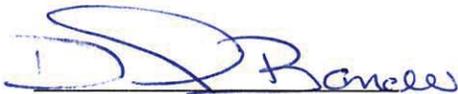
1. The parties agree that for the purposes of the Memorandum of Understanding a current employee is defined as any individual employed and working in a bargaining unit position prior to March 1, 2016.

2. The parties agree that for the purposes of the Memorandum of Understanding a new employee is defined as any individual employed and working in a bargaining unit position on or after March 1, 2016.
3. The parties agree that any individual employed into a bargaining unit position on or after March 1, 2016 shall not be eligible for participation in the Local I-60 defined pension plan.
4. The parties agree that effective on June 30, 2016, the Local I-60 defined pension plan shall be frozen for all participants.
5. The parties agree that effective after June 30, 2016 covered employees service time shall continue to count toward an employee's vesting time but shall not count toward credited service under the plan.
6. The parties agree that covered employees may purchase prior years of employment to be applied toward credited service utilizing the process outlined in the original pension plan document.
7. The parties agree that effective July 1, 2016, the Employer shall provide the following 401k match for employees who choose to participate in the Company's 401k plan:
 - a) Employee's hired on or after March 1, 2016 - The Employer will make a matching contribution equal to 50% of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed 6% of the employee's wages for the payroll period.
 - b) Current Employee's with less than five (5) years of employment - The Employer will make a matching contribution dollar for dollar of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed 5% of the employee's wages for the payroll period.
 - c) Current Employee's with five (5) years but less than 10 years of employment - The Employer will make a matching contribution dollar for dollar of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed 6% of the employee's wages for the payroll period.
 - d) Current Employee's with 10 or greater years of employment - The Employer will make a matching contribution dollar for dollar of each eligible employee's Elective Contributions to his/her 401(k) plan for the payroll period that do not exceed 7% of the employee's wages for the payroll period.
8. The parties agree that the Employer shall not match Elective Contributions that are catch-up contributions (i.e. contributions in excess of plan and legal limits that can be made by participants who are at least age 50).
9. The parties agree that this Memorandum of Understanding shall sunset on December 31, 2019 or upon the termination date of the collective bargaining agreement whichever is earlier. All aspects of the Memorandum of Understanding shall remain in force as "status quo" beyond the contract termination date or December 31, 2019 until such time as a following successor collective bargaining agreement is negotiated.

10. This Memorandum of Understanding shall be construed in accordance with the laws of the State of Arizona. Should any court of law find any term or clause of this Memorandum of Understanding invalid under the prevailing law, then only that term or clause shall be omitted from enforcement, and all other terms and conditions shall remain enforceable.

11. This Memorandum of Understanding constitutes the entire agreement between the parties concerning the matters contained herein and shall not be subject to any claim, grievance or complaint in any forum and supersedes all other agreements and understanding concerning such matters. No modification, amendment or waiver of any of the provisions of this Memorandum of Understanding shall be effective unless approved in writing by both parties.

This Memorandum of Understanding may be executed in counterparts and facsimile signatures shall be considered as valid as original signatures.



David Banelli
Vice President, Labor Relations
AMR/Rural Metro Corporation
Envision Health Care Corporation
For the Company



Kevin Burkhart
President
Local I-60
IAFF, UEMP of AZ
For the Union

2-2-16
Date

2-2-2016
Date

THIRD AMENDMENT TO THE SOUTHWEST AMBULANCE PENSION PLAN

This Amendment is made and entered into on the date indicated below by SW General, Inc. dba Southwest Ambulance ("Employer").

RECITALS:

A. Employer maintains the Southwest Ambulance Pension Plan, as last restated effective January 1, 2012 and as thereafter amended ("Plan");

B. Employer reserved the right to amend the Plan in whole or in part; and

C. Employer and International Association of Fire Fighters (IAFF), Local I-60 entered into a Memorandum of Understanding dated February 2, 2016 ("MOU"), whereby the parties agreed to the freezing of the Plan as follows and Employer intends to amend the Plan to provide for its freezing as follows:

(i) With respect to any individual who, as of February 29, 2016, was not employed by the Employer and a member of the bargaining unit identified in the applicable collective bargaining agreement between the Employer and International Association of Fire Fighters (IAFF), Local I-60, no Eligibility Service will be credited under the Plan on or after March 1, 2016 and no such individual will be admitted (or readmitted) to the Plan on or after March 1, 2016.

(ii) With respect to any individual who, as of February 29, 2016, was employed by the Employer and a member of the bargaining unit identified in the applicable collective bargaining agreement between the Employer and International Association of Fire Fighters (IAFF), Local I-60, Eligibility Service will continue to be credited under the Plan; provided, however that if any such individual terminates employment after February 29, 2016 and is later rehired, no Eligibility Service will be credited under the Plan for that individual after his or her date of termination which precedes his or her rehire date.

(iii) After July 1, 2017, in no event will any Eligibility Service be credited under the Plan for any individual and in no event will any individual commence (or recommence) participation in the Plan.

(iv) No Hours of Service completed after June 30, 2016 will be credited (i.e., taken into account) in determining a Participant's Credited Service under the Plan.

(v) No Earnings earned after June 30, 2016 will be credited (i.e., taken into account) in determining a Participant's Average Annual Earnings under the Plan.

(vi) Hours of Service completed after June 30, 2016 will be credited (i.e., taken into account) in determining a Participant's Service for vesting purposes.

THEREFORE, Employer hereby adopts this Amendment as follows:

1. Except as otherwise expressly provided in paragraph 2 below, no new (or rehired) Participants shall be admitted (or readmitted) to the Plan and no Eligibility Service shall be credited under the Plan on or after March 1, 2016.

2. Paragraph 1 above shall not apply to any individual who, as of February 29, 2016, was employed by the Employer and a member of the bargaining unit identified in the applicable collective bargaining agreement between the Employer and International Association of Fire Fighters (IAFF), Local I-60; provided, however, that if any such individual terminates employment with the Employer after February 29, 2016, Paragraph 1 shall apply to that individual effective as of that individual's termination date but by substituting the individual's termination date for "March 1, 2016".

3. After July 1, 2017, in no event will any Eligibility Service be credited under the Plan for any individual and in no event will any individual commence (or recommence) participation in the Plan.

4. Effective June 30, 2016 ("Freeze Date"), benefit accruals under the Plan will cease such that: (a) no new benefits shall accrue under the Plan after the Freeze Date, (b) no Hours of Service earned after the Freeze Date shall be counted in determining a Participant's Credited Service, and (c) no Earnings earned after the Freeze Date shall be counted in determining a Participant's Average Annual Earnings.

5. Notwithstanding paragraph 3 above, (a) after the Freeze Date, Participants may continue to make voluntary employee contributions pursuant to Section 20.3, and (b) Hours of Service earned after the Freeze Date shall continue to be counted in determining a Participant's Service for vesting purposes, which is used to determine the Participant's Normal Retirement Date, Early Retirement Date, eligibility to elect the applicable benefit formula under Section 5.2, eligibility for the special early retirement benefit under Article 6, vested interest under Article 7, and eligibility for the special crediting rules for Additional Credited Service under Section 20.3.

6. This Amendment shall not affect any benefits that have accrued under the Plan prior to the Freeze Date.

7. All accrued benefits under the Plan as of the Freeze Date and any voluntary employee contributions made before or after the Freeze Date shall continue to be held and maintained by the Trustee, and shall be paid at the time and in the manner provided for under the Plan.

8. Paragraphs 1, 2 and 3 of this Amendment are effective March 1, 2016. The remaining provisions of this Amendment are effective June 30, 2016.

9. Except as amended, all of the terms and conditions of the Plan shall remain in full force and effect.

Dated: 4-8-2016

SW General, Inc.
dba Southwest Ambulance

By 

Title COO - CFO

ERISA 204(h) NOTICE

To: Local I60 and Plan Participant I60 Members
Re: Southwest Ambulance Pension Plan ("Plan")
Date: May 13, 2016

We amended the Plan to freeze future benefit accruals effective June 30, 2016 ("Freeze Date"). This notice describes the benefit formula in effect before the Freeze Date and the impact of the amendment.

Benefit Formula Before Freeze Date

Your annual normal retirement benefit is the amount determined under the 2004 benefit formula or 2008 benefit formula, whichever is greater.

2004 benefit formula: (1) 0.45% of your Average Compensation multiplied by your Years of Benefit Service from July 1, 2004 to June 30, 2006, plus (2) 0.9% of your Average Compensation multiplied by your Years of Benefit Service after June 30, 2006 and up to your Normal Retirement Date, plus (3) \$650.00 multiplied by your Years of Benefit Service at Normal Retirement Date (but limited to a maximum of 20 Years of Benefit Service); provided, however, that if you have Years of Benefit Service from July 1, 2004 to June 30, 2006 and your Years of Benefit Service (including any purchased Years of Benefit Service) after June 30, 2006 do not equal or exceed 20, then your Years of Benefit Service from July 1, 2004 to June 30, 2006 which are taken into account will be multiplied by \$325.00 (rather than \$650.00)

2008 benefit formula: 2.5% of your Average Compensation reduced by 5.0% of your anticipated benefit payable from Social Security (but not less than zero dollars), multiplied by your Years of Benefit Service at Normal Retirement Date (but limited to a maximum of 20 Years of Benefit Service)

"Average Compensation", "Years of Benefit Service", and "Normal Retirement Date" are defined in the Plan's Summary Plan Description.

Impact of Amendment

The formulas described above have not been changed, except that you will not accrue any future benefits under the Plan after the Freeze Date (i.e., June 30, 2016). This means amounts you earn after the Freeze Date will not be included determining your Average Compensation and the time you work after the Freeze Date will not be included in determining your Years of Benefit Service.

The amendment does not affect: (1) the benefit you accrued under the Plan before the Freeze Date, (2) your ability to earn additional years of service for vesting purposes, or (3) your ability to purchase additional Years of Benefit Service in accordance with the terms of the Plan.

**SUMMARY PLAN DESCRIPTION
FOR THE
SOUTHWEST AMBULANCE PENSION PLAN**

For Local I-60 Participants Who Have Benefit Service After June 30, 2008

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INTRODUCTION

Effective Date & Type of Plan

The Southwest Ambulance Pension Plan ("Plan") is a defined benefit pension plan. The Plan was originally effective July 1, 2004. The Plan was last restated effective January 1, 2012, and has been subsequently amended.

Plan Sponsor

The plan sponsor is SW General, Inc. dba Southwest Ambulance ("SWA"). SWA's address is 8465 N. Pima Road, Scottsdale, AZ 85258; its telephone number is (480) 606-3303; and its employer identification number is 86-0434455.

Purpose of the Summary

This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan. It is, however, only a summary, so if there is any conflict between the description in this summary and the terms of Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator, whose name and address is listed in the **PLAN ADMINISTRATION** section.

Applicability of Summary

This summary applies to you only if you earned Months or Years of Benefit Service after June 30, 2008, as a member of the bargaining unit identified in the applicable collective bargaining agreement between SWA and International Association of Fire Fighters (IAFF), Local I-60 ("Local I-60 participant"). If you do not have any Months or Years of Benefit Service after June 30, 2008, then the first summary for the Plan dated July 1, 2004 and the summaries of material modification dated April, 2005 and August, 2006 apply to you. If you earned Months or Years of Benefit Service after June 30, 2008, as a non-Local I-60 participant, then the summary for the Plan dated January 1, 2012 applies to you. The terms Month of Benefit Service and Year of Benefit Service are defined in the **SERVICE RULES** section.

PLAN ADMINISTRATION

Plan Trustee

The Trustee of the Plan, who is responsible for management of the Plan's assets, is Delaware Charter Guarantee & Trust Company, conducting business under the trade name of Principal Trust Company. The Trustee's address is 1013 Center Road, Wilmington, DE 19805.

Plan Administrator

The Administrator, who is responsible for all other matters concerning the operation of the Plan, is SWA, whose address and telephone number is listed in the **INTRODUCTION** section.

Other Information

The plan number used for identification purposes is 001. The Plan Year, which is the accounting year of the Plan, begins January 1st and ends the following December 31st; however, the first Plan Year began July 1, 2004 and ended December 31, 2004. Legal process can be served on the plan sponsor at the address listed in the **INTRODUCTION** section or on the Administrator or Trustee.

PLAN PARTICIPATION

Eligibility Requirements & Entry Date

To participate in the Plan, you must be a Covered Employee and you must complete 1 Year of Service. A Covered Employee is an employee: (1) whose employment is regularly performed in Arizona's Maricopa, Pinal, Pima, or Graham counties, and (2) who is either (A) an employee whose employment is governed by the terms of the collective bargaining agreement between SWA and the International Association of

Fire Fighters (IAFF), Local I-60 or (B) a non-highly compensated employee employed by SWA as a district manager or a QA/QI Coordinator\Trainer. All other persons are ineligible to participate in the Plan.

If you're hired as a Covered Employee, you'll begin participating in the Plan (i.e., become a Participant in the Plan) on the January 1 or July 1 that coincides with or next follows the date you complete 1 Year of Service for eligibility purposes (see the **SERVICE RULES** section). If you're not hired as a Covered Employee but later become one, you'll begin participating in the Plan on the later of: (1) the date you become a Covered Employee, or (2) the date you would have begun participating in the Plan if you had always been a Covered Employee.

Change in Covered Employee Status

If you're employed by SWA but cease to be a Covered Employee, your participation in the Plan will be suspended (although you may continue to earn Years of Service for vesting purposes), and only Years of Benefit Service completed as a Covered Employee will be counted in determining the amount of your benefit. If you become a Covered Employee again, your participation in the Plan will recommence on the later of: (1) the date you become a Covered Employee, or (2) the date you would have begun participating in the Plan had you not ceased to be a Covered Employee.

Termination & Rehire

If your employment with SWA ends and you're rehired as a Covered Employee before having a Break in Service, your participation in the Plan, Years of Service, and Years of Benefit Service will not be interrupted. However, if your employment with SWA ends and you're rehired as a Covered Employee after having a Break in Service, the Break in Service may affect your participation in the Plan, Years of Service, and Years of Benefit Service (see the **Break in Service** subsection under the **SERVICE RULES** section).

SERVICE RULES

Year of Service

A Year of Service is a period of time during which you complete a certain number of Hours of Service. Except as otherwise indicated below, all service with SWA, an affiliated employer of SWA who has adopted the Plan, an affiliated employer of SWA who has not adopted the Plan, and any direct predecessor business entity which was or would have been considered a part of the same group of affiliated employers with SWA will be counted.

Eligibility

For eligibility purposes, you'll receive credit for a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month eligibility computation period which begins on your date of hire and each anniversary of your date of hire. Service with an affiliated employer of SWA who has not adopted the Plan will not be counted.

Vesting

For vesting purposes, you'll receive credit for a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month vesting computation period which is the Plan Year. You'll become 100% vested in your benefit under the Plan if you reach Normal, Special Early, or Early Retirement Age while employed by SWA or if your employment with SWA ends due to your death or Disability. The terms Normal Retirement Age, Special Early Retirement Age, Early Retirement Age, and Disability are defined in the **CALCULATION & PAYMENT OF PLAN BENEFITS** section. Prior to attainment of Normal, Special Early or Early Retirement Age, or the occurrence of death or Disability, you'll become 100% vested in your benefit under the Plan when you complete 5 Years of Service for vesting purposes. If your employment ends for reasons other than death or Disability before you reach Normal, Special Early, or Early Retirement Age or have 5 Years of Service for vesting purposes, your benefit under the Plan will be forfeited, subject to the Break in Service rules described below if you're later rehired.

Benefit Accrual

For benefit accrual purposes, you'll receive credit for a Year of Service (which is called a "Year of Benefit Service") for each 12 Months of Benefit Service that you complete. The following service will not be counted for benefit accrual purposes: (1) service with an affiliated employer who has not adopted the Plan, and (2) service while not a Covered Employee. Service prior to July 1, 2004 is also not counted, but Participants with service prior to July 1, 2004 earned while employed in a category that qualifies as a Covered Employee may purchase additional Years of Benefit Service for that service. As used in this summary, the term "Year of Benefit Service" includes any additional Years of Benefit Service that you purchase. See the **Voluntary Employee Contributions** subsection under the **CALCULATION OF PLAN BENEFITS** section for more information regarding purchasing additional Years of Benefit Service.

You'll receive credit for a Month of Benefit Service if you complete at least 120 Hours of Service during a month. If you earn less than 6 Months of Benefit Service during a calendar year, but you complete at least 1,000 Hours of Service during that year, you'll receive credit for 6 Months of Benefit Service. Each Month of Benefit Service is equal to 1/12th of a Year of Benefit Service.

If you receive the 2008 Benefit (described under the **CALCULATION OF PLAN BENEFITS** section), special rules apply to the period of July 1, 2004 through June 30, 2006. For that period, the credit you receive for Years of Benefit Service will be determined by calculating your Years of Benefit Service as described above and then multiplying that number by 50%. These years are counted at 50% for the 2008 Benefit because the accrued benefit for these years under the 2004 Benefit is 50% less than for later years.

Hour of Service

Subject to certain service not being counted (as described above), you'll receive credit for 1 Hour of Service for each hour for which: (1) you're paid or entitled to payment for performing duties, (2) you're paid or entitled to payment for a period of time (not to exceed 501 hours) during which you're not performing duties due to vacation, holidays, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, or (3) you're paid back pay.

Break in Service

You'll have 1 Break in Service for each 12-month computation period during which you're not credited with at least 501 Hours of Service. If your employment ends and you're rehired as a Covered Employee after having 1 or more Break(s) in Service, the following rules will apply.

Rehire Before 5 Year Break

If you're rehired before having 5 consecutive 1 Year Breaks in Service (but after having an initial 1 Year Break in Service), you must complete 1 Year of Service for eligibility purposes following your rehire date. Once you complete 1 Year of Service following your rehire date, service completed before your prior termination date and after your rehire date will be counted in determining your eligibility to begin or recommence participation in the Plan, the amount of your accrued benefits under the Plan, and your vested interest in those benefits. In addition, if you were a Participant or had completed 1 Year of Service for eligibility purposes before your employment ended, once you complete 1 Year of Service following your rehire date, you'll recommence or begin participating in the Plan retroactively as of your rehire date.

Rehire After 5 Year Break With Vested Interest

If you're rehired after having 5 consecutive 1 Year Breaks in Service and you had a vested interest in your benefit when your employment ended, you must complete 1 Year of Service for eligibility purposes following your rehire date. Once you complete 1 Year of Service following your rehire date, service completed before your prior termination date and after your rehire date will be counted in determining your eligibility to begin or recommence participation in the Plan, your benefits which accrue under the Plan, and your vested interest in those benefits. In addition, if you were a Participant or had completed 1 Year of Service for eligibility purposes before your employment ended, once you complete 1 Year of Service following your rehire date, you'll recommence or begin participating in the Plan retroactively as of your rehire date.

Rehire After 5 Year Break With No Vested Interest

If you do not have a vested interest in your benefit when your employment ends and you're rehired after having 5 consecutive 1 Year Breaks in Service, you'll be treated as a newly hired employee. This means that: (1) service completed before your prior termination date will not be counted in determining your eligibility to begin or recommence participation in the Plan, your benefits which accrue after your rehire date, or your vested interest in those benefits, and (2) service completed after your rehire date will not be counted in determining your benefits which accrued before your rehire date or your vested interest in those benefits.

Military Leave

If you're absent from work due to service in the military, special rules may apply and you can contact the Administrator for more information.

CALCULATION & PAYMENT OF PLAN BENEFITS

Normal Retirement Benefit

Your normal retirement benefit is the benefit you'll receive if you retire (i.e., your employment with SWA ends) at Normal Retirement Age, which is the earlier of when you: (1) reach age 65, or (2) reach age 62 and have at least 15 Years of Service for vesting purposes. If you retire at Normal Retirement Age, you can elect to begin payment of your normal retirement benefit on your Normal Retirement Date (which is the first day of the month next following the date you reach Normal Retirement Age) or later (but you must start receiving payment when you reach age 70-1/2).

Your monthly normal retirement benefit is 1/12th of your annual normal retirement benefit. Your annual normal retirement benefit will be either the 2004 Benefit or the 2008 Benefit as described below. You will only receive one benefit (i.e., either the 2004 Benefit or the 2008 Benefit). In addition, your annual accrued benefit cannot exceed certain limits which are set and annually adjusted by the Internal Revenue Service, and the Administrator will notify you if these limits apply to you.

If either (1) you do not have at least 20 Years of Service for vesting purposes when you retire or terminate employment, or (2) you have at least 20 Years of Service for vesting purposes when you retire or terminate employment but you do not elect to commence your benefit until age 65 or later, then you will receive the benefit under the 2004 Benefit or the 2008 Benefit, whichever is larger. If you have at least 20 Years of Service for vesting purposes when you retire or terminate employment and you elect to commence your benefit prior to age 65, you will be given information about both benefits when you become eligible to start receiving payment of your benefit and you must decide which benefit (i.e., the 2004 Benefit or the 2008 Benefit) you prefer.

For purposes of determining your normal retirement benefit, "Average Compensation" means the annual average of your Compensation averaged over the final 36 calendar months of your employment as a Covered Employee (excluding month of termination). "Compensation" means the lesser of (1) your base salary or base pay (which is your pay for your regularly scheduled hours, including regularly scheduled overtime) and (2) the amount (for W-2 purposes) that is actually paid to you during the calendar month. In determining Compensation and Average Compensation: (1) amounts in excess of the federal tax law limit on compensation will not be counted, (2) amounts earned during a month in which you work less than 120 hours will not be counted, (3) amounts earned during periods while you were not employed as a Covered Employee will not be counted, and (4) amounts earned prior to the actual date as of which you become a Participant will not be counted.

The normal retirement benefit payable to you (i.e., 2004 Benefit or 2008 Benefit) will be determined as a life annuity, which is a monthly payment for so long as you live with no survivor benefits payable after you die. If you elect to have your normal retirement benefit (or any other benefit payable under the Plan) paid in any form other than a life annuity, the amount payable in the other form will be the actuarial equivalent of your normal retirement benefit (or other benefit) payable as a life annuity. Actuarial equivalent means

that the value of the benefit you're receiving is equal in value to another form of benefit on the date payment begins, determined using interest rates and mortality tables which are set forth in the Plan and/or required by the Internal Revenue Service.

2004 Benefit

The 2004 Benefit is the sum of Part A and Part B, payable at your Normal Retirement Date as follows:

Part A: (1) 0.45% of your Average Compensation multiplied by your Years of Benefit Service from July 1, 2004 to June 30, 2006, plus (2) 0.9% of your Average Compensation multiplied by your Years of Benefit Service after June 30, 2006 and up to your Normal Retirement Date

Part B: \$650.00 multiplied by your Years of Benefit Service at Normal Retirement Date (but limited to a maximum of 20 Years of Benefit Service); provided, however, that if you have Years of Benefit Service from July 1, 2004 to June 30, 2006 and your Years of Benefit Service (including any purchased Years of Benefit Service) after June 30, 2006 do not equal or exceed 20, then your Years of Benefit Service from July 1, 2004 to June 30, 2006 which are taken into account in determining your 2004 Benefit will be multiplied by \$325.00 (rather than \$650.00)

If you're eligible for and elect the Social Security Bridge optional form of payment, the portion of Part B of your 2004 Benefit which is paid in the form of a Social Security Bridge will be determined as described in the **Optional Forms of Payment** subsection under the **FORMS OF PAYMENT** section.

2008 Benefit

The 2008 Benefit is determined as follows: 2.5% of your Average Compensation reduced by 5.0% of your anticipated benefit payable from Social Security (but not less than zero dollars), multiplied by your Years of Benefit Service at Normal Retirement Date (but limited to a maximum of 20 Years of Benefit Service).

Late Retirement Benefit

Your late retirement benefit is the benefit you'll receive if you continue working for SWA after you reach Normal Retirement Age. You can elect to begin payment of your late retirement benefit after you retire (i.e., your employment with SWA ends), and you must begin payment when you reach age 70-1/2 or, if later, when you retire. Your late retirement benefit will be equal to your normal retirement benefit determined as described in the **Normal Retirement Benefit** subsection above, but with the determination being made at your actual late retirement based on your Average Compensation and Years of Benefit Service as of your actual late retirement date, and subject to an actuarial increase to reflect the fact that your benefit is commencing after your Normal Retirement Date.

Special Early Retirement Benefit

Your special early retirement benefit is the benefit you'll receive if you retire (i.e., your employment with SWA ends) on or after reaching your Special Early Retirement Age and prior to reaching Normal Retirement Age. Special Early Retirement Age is the first day of the month coinciding with or next following the date you have at least 20 Years of Service for vesting purposes. If you retire on or after reaching Special Early Retirement Age and prior to reaching Normal Retirement Age, you can elect to begin payment of your special early retirement benefit at that time or wait until at or after your Normal Retirement Date to start receiving payment (but you must start receiving payment when you reach age 70-1/2).

Your special early retirement benefit will be equal to your normal retirement benefit determined as described in the **Normal Retirement Benefit** subsection above, but with the determination being made at your special early retirement date based on your Average Compensation and Years of Benefit Service as of your special early retirement date. If you elect to start receiving payment of your special early retirement benefit at or after your Special Early Retirement Age and prior to your Normal Retirement Date, your special early retirement benefit will not be reduced for commencement prior to your Normal Retirement Date.

If you elect to receive your benefit under the 2008 Benefit and you elect to receive the special early retirement benefit prior to age 65, you'll also receive a qualified social security supplement (QSUPP). The amount payable as a QSUPP is determined as (1) the lesser of (a) 50% of your Average Compensation or (b) 100% of your anticipated benefit payable from Social Security multiplied by (2) a fraction (not to exceed 1), the numerator of which is equal to your Years of Benefit Service and the denominator of which is 20. If you're not married, the QSUPP will be paid to you in the form of a temporary life annuity starting on the date your special early retirement benefit begins and ending when you reach age 65 (or, if earlier, when you die). If you're married, you can, with your spouse's consent, elect to receive the QSUPP in the same manner as an unmarried person. Otherwise, you'll receive the QSUPP in the form of temporary qualified joint and 50% survivor annuity and the amount paid in this form will be the actuarial equivalent of the QSUPP payable as a temporary life annuity.

Early Retirement Benefit

Your early retirement benefit is the benefit you'll receive if you retire (i.e., your employment with SWA ends) on or after reaching Early Retirement Age and prior to reaching Normal Retirement Age. Early Retirement Age is the first day of the month coinciding with or next following the date on which you: (1) reach age 55, and (2) have at least 5 Years of Service for vesting purposes. If you retire on or after reaching Early Retirement Age and prior to reaching Normal Retirement Age, you can elect to start receiving payment of your early retirement benefit at that time or wait until at or after Normal Retirement Age to start receiving payment (but you must start receiving payment when you reach age 70-1/2).

Your early retirement benefit will be equal to your normal retirement benefit determined as described in the **Normal Retirement Benefit** subsection above, but with the determination being made at your actual early retirement based on your Average Compensation and Years of Benefit Service as of your actual early retirement date. If you elect to start receiving payment of your early retirement benefit at or after your Early Retirement Age and prior to your Normal Retirement Date, your early retirement benefit will be reduced by 5% for each year prior to your Normal Retirement Age that your early retirement benefit commences.

Termination Benefit

Your termination benefit is the benefit you'll receive if your employment ends for any reason (other than death or Disability) after you have at least 5 Years of Service for vesting purposes and before you reach Normal, Special Early, or Early Retirement Age. If your employment ends for any reason (other than death or Disability) before you reach Normal, Special Early, or Early Retirement Age and you do not have at least 5 Years of Service for vesting purposes when your employment ends, you'll forfeit your benefit as of your date of termination, subject to the Break in Service rules described in the **SERVICE RULES** section if you're later rehired.

If the lump sum actuarial equivalent value of your termination benefit does not exceed \$5,000, your termination benefit will be paid within an administratively reasonable period of time following your date of termination. If the lump sum actuarial equivalent value of your termination benefit exceeds \$5,000, you must wait until you reach at least age 55 to start receiving payment of your termination benefit (but you must start receiving payment when you reach age 70-1/2).

Your termination benefit will be equal to your normal retirement benefit determined as described in the **Normal Retirement Benefit** subsection above, but with the determination being made at your date of termination based on your Average Compensation and Years of Benefit Service as of your date of termination. If you elect to start receiving payment of your termination benefit prior to your Normal Retirement Date, your termination benefit will be actuarially reduced to reflect commencement prior to your Normal Retirement Date.

Disability Benefit

If you incur a Disability while you're employed by SWA, you'll be eligible to retire and receive a disability benefit. A Disability is a physical or mental condition that qualifies you for disability benefits under the Social Security Act. If you retire due to a Disability, you can elect to start receiving payment of your disability

benefit at that time or wait until at or after Normal Retirement Age to start receiving payment (but you must start receiving payment when you reach age 70-1/2).

Your disability benefit will be equal to your normal retirement benefit determined as described in the **Normal Retirement Benefit** subsection above, but with the determination being made at your date of retirement due to Disability based on your Average Compensation and Years of Benefit Service as of your date of retirement due to Disability. If you elect to start receiving payment of your disability benefit prior to your Normal Retirement Date, your disability benefit will be actuarially reduced to reflect commencement prior to your Normal Retirement Date.

Voluntary Contributions

You can make non-deductible, voluntary employee contributions to the Plan to purchase whole and/or fractional Years of Benefit Service if you were employed with SWA prior to July 1, 2004 in a category that qualifies as a Covered Employee. For information on the amount needed to purchase service, contact the Administrator.

If you had at least 15 Years of Service for vesting purposes as of July 1, 2004 and you purchase a Year of Service (or part of a Year), SWA will credit you with an equal amount. However, the amount credited by SWA cannot exceed 1 Year of Service in any 1 calendar year that you make a purchase. Also, the total amount that SWA credits (for all calendar years during which you make purchases) cannot exceed 6 Years of Benefit Service.

You'll have a 100% vested interest in your voluntary employee contributions. Generally, your voluntary employee contributions will be applied to the purchase of Years of Benefit Service, and you'll receive your benefit, as determined including your purchased Years of Benefit Service. However, if the lump sum actuarial equivalent value of your benefit, as determined including your purchased Years of Benefit Service, is worth less than the sum of your voluntary employee contributions account plus the lump sum actuarial equivalent value of your benefit, as determined not including your purchased Years of Service, you'll receive your benefit (as determined not including your purchased Years of Service), plus your voluntary employee contribution account, as of the date on which (and in the same manner as) your benefit is otherwise payable.

Survivor Benefit

Death After Payment Begins

If you die after payment of your benefit begins and you elected a form of payment that includes a survivor benefit (for example, a joint and 50% survivor annuity), the survivor benefit provided under the form of payment you elected will be paid to your named beneficiary if he or she survives you. If you die after payment of your benefit begins and you elected a form of payment that does not include a survivor benefit (for example, a life annuity), there will be no survivor benefit and payments will stop when you die.

Married Participant's Death Before Payment Begins

If you die before payment of your benefit begins and, as of your date of death, you're married and you either have at least 5 Years of Service for vesting purposes or are otherwise fully vested in your benefit (see the **SERVICE RULES** section), your surviving spouse will receive a survivor benefit in the form of a qualified pre-retirement survivor annuity.

A qualified pre-retirement survivor annuity is a monthly payment to your surviving spouse for his or her lifetime (unless the lump sum actuarial equivalent value of the qualified pre-retirement survivor annuity does not exceed \$5,000, in which case it will be paid as a lump sum payment). The amount of the payment will be equal to 50% of the benefit you would have received (based on your Years of Benefit Service and Average Compensation as of the date of your death) had you retired on your Normal Retirement Date (or, if earlier, at Early Retirement Age) and commenced your normal (or early) retirement benefit in the form of a joint and 50% survivor annuity with your surviving spouse as the named beneficiary.

Unmarried Participant's Death Before Payment Begins

If you die before payment of your benefit begins and, as of your date of death, you're not married and you either have at least 5 Years of Service for vesting purposes or are otherwise fully vested in your benefit (see the **SERVICE RULES** section), your beneficiary will receive a survivor annuity.

A survivor annuity is a monthly payment to your beneficiary for 60 months (unless the lump sum actuarial equivalent value of the survivor annuity does not exceed \$5,000, in which case it will be paid as a lump sum payment). The amount of the payment will be equal to the benefit you would have received (determined as of the date of your death) had you terminated employment (or retired if you reached Normal Retirement Age or Early Retirement Age prior to your death) and commenced payment of your benefit in the form of a life annuity with 60 monthly guaranteed payments with your beneficiary as the named survivor annuitant.

Naming a Beneficiary

With respect to any survivor benefits that become payable on account of your death before payment of your benefit begins: (1) if you're married, your spouse is automatically your beneficiary and you cannot name another beneficiary, and (2) if you're not married, you should name a beneficiary in the form and manner required by the Administrator. A change in your marital status will affect your beneficiary. For example, if you're married but you later get divorced, your former spouse will automatically cease to be your beneficiary and you should name a beneficiary. If you're not married but you later get married, your beneficiary designation will automatically become void and your new spouse will automatically become your beneficiary.

If payment of your benefit begins before your death and you're married when payment begins, payment must be made in the form of a qualified joint and 50% survivor annuity, unless you elect a permitted optional form of payment with your spouse's consent (see the **FORM OF PAYMENT** section). With your spouse's consent, you can elect a permitted optional form of payment that has a survivor benefit and name someone other than your spouse as the beneficiary of that survivor benefit. Alternatively, with your spouse's consent, you can elect a permitted optional form of payment that does not have a survivor benefit.

FORM OF PAYMENT

Automatic Form of Payment

If the lump sum actuarial equivalent value of your benefit does not exceed \$5,000, your benefit will be paid to you in a lump sum payment (see the **Lump Sum Payment for Small Benefits** subsection below). If the lump sum actuarial equivalent value of your benefit exceeds \$5,000, your benefit will be paid to you in the applicable automatic form of payment described below, unless you (with your spouse's consent if you're married) elect one of the optional forms of payment described below.

If you're married, the automatic form of payment is a qualified joint and 50% survivor annuity. A qualified joint and 50% survivor annuity is a monthly payment for as long as you live with a survivor benefit payable after your death for the life of your surviving spouse equal to 50% of the monthly amount payable during your life. If your benefit is paid in the form of a qualified joint and 50% survivor annuity, the amount payable in that form will be the actuarial equivalent of your benefit payable as a life annuity.

If you're not married, the automatic form of payment is a life annuity. A life annuity is a monthly payment for as long as you live with no survivor benefit payable after your death.

Optional Forms of Payment

If the lump sum actuarial equivalent value of your benefit exceeds \$5,000, instead of the applicable automatic form of payment described above, you (with your spouse's consent if you're married) may elect to have your benefit paid in one of the following optional forms of payment:

- **Joint & Survivor Annuity:** A monthly payment for as long as you live with a survivor benefit payable after your death for the life of your named beneficiary (if he or she doesn't die before you) which is equal to 50%, 75% or 100% of the monthly amount payable during your life. Note: Your spouse's consent is not needed if you elect a joint and survivor annuity with your spouse as your named beneficiary.
- **Life Annuity:** A monthly payment for as long as you live with no survivor benefit payable after your death.
- **Life Annuity With Period Certain:** A monthly annuity payable until the later of your death or until a total of 120 monthly payments are paid to you and/or your beneficiary.
- **Social Security Bridge (for Part B of Your 2004 Benefit):** A monthly annuity payable from your Special Early Retirement Date or your Normal Retirement Date until age 65 (or, if longer, for 20 years). **This optional form is available only if the benefit payable to you under the Plan is the 2004 Benefit and you begin your benefit payments on or after your Special Early Retirement Date or your Normal Retirement Date.** Also, this optional form only applies with respect to Part B of the 2004 Benefit (see the **Normal Retirement Benefit** subsection under the **CALCULATION & PAYMENT OF PLAN BENEFITS** section). The amount of the Social Security Bridge is determined as follows: \$750 multiplied by your Years of Benefit Service at Normal Retirement Date or earlier termination of employment (but limited to a maximum of 20 Years of Benefit Service); however, if you have Years of Benefit Service from July 1, 2004 to June 30, 2006 and your Years of Benefit Service (including any purchased Years of Benefit Service) after June 30, 2006 do not equal or exceed 20, then your Years of Benefit Service from July 1, 2004 to June 30, 2006 which are taken into account in determining the Social Security Bridge will be multiplied by \$375.00 (rather than \$750.00).

If you (with your spouse's consent if you're married) elect an optional form of payment that is not a life annuity, the optional form of payment you receive will be the actuarial equivalent of a life annuity.

Lump Sum Payment for Small Benefits

If the lump sum actuarial equivalent value of your benefit does not exceed \$5,000 at the time your benefit is to be paid, you'll receive the lump sum actuarial equivalent value of your benefit in the form of a lump sum payment. In that case, you'll have the option of receiving payment directly or having payment made to another qualified plan or an individual retirement account. If you don't make a timely election, the Administrator will direct the Trustee to make the payment to: (1) you if the lump sum actuarial equivalent value of your benefit does not exceed \$1,000, or (2) an individual retirement account established by the Administrator on your behalf if the lump sum actuarial equivalent value of your benefit exceeds \$1,000 but does not exceed \$5,000.

CLAIMS FOR BENEFITS

If you believe you're entitled to a benefit under the Plan that you're not receiving, you (or your duly authorized representative) can use the Plan's claims procedure described below to request that the benefit be provided to you. You will not be able to bring any legal or equitable action relating to benefits under the Plan unless you first fully exhaust (i.e., go through the entire) claims procedure process described in this section.

Making a Claim & the Claim Review Process

If you want to make a claim, you must file a claim in writing with the Administrator. Your written claim should include an explanation of the benefit that you believe you're entitled to and why you believe you're entitled to that benefit. If you make a claim, the Administrator, in its sole and complete discretion, will review your claim and decide whether to approve or deny your claim. If your claim is denied, you can appeal the denial as described below.

Notification of Claim Determination

You'll receive notice of the Administrator's decision to approve or deny your claim within 90 days of when the Administrator receives your written claim, unless additional time is needed to review your claim. If additional time is needed, you'll receive a notice within the initial 90 days, telling you why additional time is needed and the date by which the Administrator expects to make a decision which must be within 90 days after the end of the initial 90-day period.

If the Administrator denies your claim, in whole or in part, the notice of denial that you'll receive will include: (1) the specific reason for the denial, (2) a reference to the specific plan provision on which the denial is based, (3) a description of any additional material or information that the Administrator needs to make a decision and an explanation of why that material or information is needed, and (4) a description of the Plan's appeal process and the time limits for that process, including a statement of your right to bring a civil action under ERISA §502 if you appeal the denial and the denial is upheld on appeal.

Appealing a Claim Denial & the Appeal Process

If your claim is denied, in whole or in part, you can appeal the denial. If you don't appeal the denial, you won't have the right to bring any legal or equitable action relating to the denied benefit. If you want to appeal the denial, you must file a request for appeal in writing with the Administrator within 60 days after the date on which you receive the Administrator's initial notice of denial.

If you timely appeal the denial, the Administrator will conduct a full and fair review of the claim and the denial and will determine, in its sole and complete discretion, whether to uphold or overturn the denial. As part of the appeal process, you can submit written comments, documents, records, and other information relating to your claim, which will be taken into account even if not previously provided to the Administrator. You can also receive, free of charge and upon request, records and other information relevant to your claim, even if the Administrator did not rely on this information in making its decision to deny your claim.

Notification of the Appeal Determination

You'll receive notice of the Administrator's decision to uphold or overturn its initial denial of your claim within 60 days of when the Administrator receives your written request for appeal, unless the Administrator holds regularly scheduled meetings on a quarterly or more frequent basis or additional time is needed to review your appeal. If the Administrator holds regularly scheduled meetings on a quarterly or more frequent basis, you'll be informed of the special time periods that will apply for the Administrator to notify you of its decision. If the special time periods don't apply, but the Administrator needs additional time to review your appeal, you'll receive a notice within the initial 60 days, telling you why additional time is needed and the date by which the Administrator expects to make a decision which must be within 60 days after the end of the initial 60-day period.

If the Administrator upholds its initial denial of your claim, in whole or in part, the notice that you'll receive will include: (1) the specific reason for the denial, (2) a reference to the specific plan provision on which the denial is based, (3) a statement that you're entitled to receive, upon request and free of charge, reasonable access to and copies of all documents and other information relevant to your claim, and (4) a statement of your right to bring a civil action under ERISA §502.

OTHER INFORMATION

Top Heavy Benefits & Vesting

The Plan will be considered top heavy for a Plan Year if more than 60% of the total accrued benefits under the Plan are for the benefit of Participants who are "key" employees (that is, employees who satisfy certain ownership requirements and employees who are officers and whose compensation for the Plan Year exceeds certain IRS limits). While it is unlikely that the Plan will ever be considered top heavy, if the Plan were considered top heavy for a Plan Year, special rules regarding minimum benefit accruals and vesting would apply. The Administrator will provide you with additional information if the Plan becomes top heavy and the top heavy special rules apply to you.

Non-Alienation of Benefits

In general, your creditors cannot garnish or levy upon your benefit, and you cannot sell, transfer, assign, or pledge your benefit. However, if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your benefit be transferred to another person (usually your ex-spouse or your children). The Plan has a procedure for processing domestic relations orders, which you can obtain from the Administrator free of charge.

Amendment or Termination

Although the Plan is intended to be permanent, SWA can amend or terminate it at any time. Upon termination, all Participants who are still employed by SWA (or who aren't still employed by SWA but haven't had a 5-year Break in Service) will have a 100% vested interest in their accrued benefits determined as of the date of Plan termination to the extent funded. All benefits will be distributed in either a lump sum or in the form of an annuity purchased from an insurance company to guarantee payment of a monthly pension at your Normal Retirement Date.

Upon termination of the Plan, your benefit is insured by the Pension Benefit Guaranty Corporation ("PBGC"), which guarantees most accrued benefits and certain disability and survivor benefits. However, the guarantee is limited and doesn't apply to all benefits. The PBGC guarantees benefits at the level in effect on the date the Plan is terminated, but if the Plan has been in effect for less than 5 years or if benefits were increased within 5 years of the Plan's termination date, not all accrued benefits or benefit increases may be guaranteed. In addition, there's a ceiling on the amount of benefits the PBGC guarantees, which is periodically adjusted for inflation. For more information on PBGC protection and limitations, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

STATEMENT OF ERISA RIGHTS

Your Right to Receive Information

As a participant, you're entitled to certain rights and protections under ERISA. ERISA provides that all participants are entitled to: (1) examine, without charge, at the Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, (2) obtain copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description upon written request to the Administrator, however, the Administrator may make a reasonable charge for the copies, (3) receive a copy of the Plan's annual funding notice, which the Administrator must automatically send to each Participant, and (4) obtain a statement telling you if you have a right to receive a pension at normal retirement age and if so, what your benefits would be if you stopped working now. If you don't have a right to a pension, the statement will tell you how many more years you have to work to get a pension. This statement must be requested in writing, is not required to be given more than once a year, and must be provided by the Administrator free of charge.

Duties of Plan Fiduciaries

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 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.

Enforcement of Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan but don't receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the 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 Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, or if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may use the Plan's claims procedure and, after fully exhausting the Plan's claims procedure, you may file suit in state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you're discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you're successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this section or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory (or which can also be found at the Employee Benefits Security Administration website at http://www.dol.gov/ebsa/aboutebsa/org_chart.html) 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 can call the Employee Benefits Security Administration at (866) 444-3272; TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. You may obtain additional pension-related information at the Department of Labor's website at <http://www.dol.gov/ebsa/publications/wyskapr.html> where you can review a publication called "*What You Should Know About Your Retirement Plan.*"