

Massachusetts Financial Services Company

The MFSavings Retirement Plan

Summary Plan Description

Dated June 1, 2014

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1. INTRODUCTION

The following is a description of the Massachusetts Financial Services Company MFSavings Retirement Plan ("MFSavings Plan" or the "Plan"), adopted by Massachusetts Financial Services Company amended and restated effective January 1, 2009, and amended from time to time thereafter. This is only a description of the Plan and not the legal Plan document. If there are any conflicts between this description and provisions of the Plan, the Plan provisions shall prevail.

2. ADMINISTRATION AND IMPORTANT TERMS

- a. **"Company"** means Massachusetts Financial Services Company (also, "MFS").
- b. **"Employer"** includes the Company and all other employers affiliated with it, whether or not they participate in the Plan.
- c. **"MassMutual"** means the Plan's recordkeeper.
- d. **"MassMutual Retirement Plan Information Line"** means MassMutual's retirement plan help line that can be reached at 1-800-854-0647 any business day from 8 a.m. to 8 p.m. Eastern Time.
- e. **"MassMutual Retirement Access"** means MassMutual's website for accessing you Plan Account. You can log onto MassMutual Retirement Access through mfsretirementplans.com
- f. **"Participant"** means an eligible employee of the Employer who makes/made contributions to the Plan and has a balance in his/her Plan Account.
- g. **"Participating Employer"** as used in this summary refers to the Company and its participating U.S. subsidiaries that maintain the Plan with the Company's consent. For a list of Participating Employers as of the date of this summary, see Section 17, [Additional Information](#).
- h. **"Plan Account"** means the sum of your Pre-Tax Contribution Account, Roth 401(k) Contribution Account, Rollover Account and Roth Rollover Account.
- i. **"Plan Administrator"**: The Company is the Plan Administrator. The Plan Administrator has the authority to construe the Plan and to determine any questions that may arise under it. The Company has delegated these administrative functions to the MFS Retirement Committee.
- j. **"Plan Year"** is the 12-consecutive month period beginning each January 1.
- k. **"Pre-Tax Contributions"** means the pre-tax amounts you contribute to the Plan through salary reduction to your Pre-Tax Account. **"Default Pre-Tax Contributions"** are contributions made as a result of automatic enrollment.
- l. **"Roth 401(k) Contributions"** means the amounts that you contribute to the Plan on an after-tax basis to your Roth Account.
- m. **"Spouse"** means the individual legally married to the participant, as recognized by federal tax law. A spouse does not include a domestic partner.

3. ELIGIBILITY AND ENROLLMENT

a. Eligible Employees

Full-time or part-time employees of the Company or any Participating Employer are generally eligible to participate in the Plan as of the first day of the first month next following date of hire.

You are not eligible to participate in the Plan if you are a student co-op or intern employee, hired for a specific project or limited period. Other ineligible employees include a non-resident alien with no U.S. source income, a leased employee, or a member of a group of employees for whom retirement benefits

were the subject of good faith collective bargaining (unless a collective bargaining agreement provides for your participation in the Plan).

b. Accessing Your Plan Account and Plan Information

The Plan's recordkeeper, MassMutual, can provide information about your account or assist you with most transactions, investment changes and distribution forms. Contact them by phone or through the internet:

MassMutual Retirement Plan Information Line: Call 1-800-854-0647 any business day from 8 a.m. to 8 p.m. Eastern Time.

MassMutual Retirement Access: Log into Retirement Access using the link at mfsretirementplans.com.

In addition, you will find general plan information about the MFS retirement plans on its website: mfsretirementplans.com

c. Plan Enrollment

As described below, the Plan provides for the automatic enrollment of eligible employees upon hire and annually. However, eligible employees are encouraged to enroll by making an affirmative election which will allow you to specify the amount and type of your contributions.

Enrollment – Employee Election

Subject to certain IRS limits explained below, you can elect to save from 1% to 85% of your compensation, in whole percentages through payroll deduction. Contributions are taken from your regular wages, including overtime. If your paycheck amount varies - because of overtime, for example – the dollar amount of your contribution will vary. Your contribution percentage will not apply to special payments, such as commissions or bonuses.

You can make Pre-Tax Contributions and Roth 401(k) Contributions (after-tax). You can make your contribution elections and choose your investment funds by logging into [MassMutual Retirement Access](#) or by calling the [MassMutual Retirement Plan Information Line](#). You must complete your contribution election by 4 pm Eastern Time of the 15th of the month (or first business day following if the 15th is a weekend or NY Stock Exchange holiday) in order for your enrollment to be effective with the first payroll of the following month. This timing also applies to changes in your election amounts; however, elections to stop all contributions will be applied as soon as administratively feasible, generally by the next pay date. See Section 10, [Investment Choices](#) for information regarding your investment options.

If you elect to contribute 3% or more of your regular compensation, your election will remain in effect until you make a change. If you elect to contribute less than 3%, your election will expire at the end of the year, unless you make a new election during the annual election period (see [Annual Automatic Enrollment for All Eligible Employees](#), below.)

Automatic Enrollment for New Eligible Employees ("New Hires")

If you are an eligible employee hired on or after January 1, 2014, unless you have already made an affirmative election to enroll in the Plan, you will be automatically enrolled in the Plan on the first of the month following the end of your initial Election Period (described below) and 3% of your regular gross pay will be contributed to the Plan as a Pre-Tax contribution (a "Default Pre-Tax Contribution"). Your Default Pre-Tax Contributions will be invested in an MFS Lifetime Fund based on your 65th birthday, unless you elect another investment option.

Initial Election Period for New Hires. New Hires may affirmatively decline enrollment (elect a 0% contribution) or enroll at a different percentage or elect a different contribution type (see Section 4, [Vesting and Your Contributions](#)) during their Election Period using Retirement Access or by calling the Retirement Plan Information Line.

Hire date	Initial Election Period	Enrollment Date	Example
1 st – 15 th	By the 15 th of the month following your month of hire	The first pay date of the month following the end of the Election period	If you are hired on January 5, the following month is February, so your Election Period ends on February 15. If you do not make an election during your initial Election Period, you will be automatically enrolled for the first pay date in March (the first month following the end of the Election Period).
16 th – End of Month	By the 15 th of the second month following your month date of hire	The first pay date following the end of the election period	If you are hired on January 18, the second month following your hire date is March, so your Election Period ends on March 15. If you do not make an election during your initial Election Period, you will be automatically enrolled for the first pay date in April (the first month following the end of the Election Period).

90-Day Withdrawal Option for Default Pre-Tax Contributions

Default Pre-Tax Contributions may be withdrawn during the 90 day period after they are first taken from your pay. Your Default Pre-Tax Contributions cannot be returned unless you make a withdrawal request prior to the end of the 90 day period. The amount you withdraw will be adjusted for any investment gain or loss and will be subject to income tax, but not the early withdrawal penalty. The appropriate distribution form may be obtained by calling the Retirement Plan Information Line.

4. VESTING AND YOUR CONTRIBUTIONS

You will always be 100% vested in your MFSavings Plan Account.

a. Pre-Tax Contributions

If you have elected to make Pre-Tax Contributions (or if you are automatically enrolled and have Default Pre-Tax Contributions), those contributions will be deducted from each regular paycheck you receive and will reduce your gross pay before your Employer withholds federal and state income taxes. Income taxes on these contributions and any earnings will be deferred until the amounts are distributed to you from the Plan. (See Section 5, [Distributions](#) for more information).

b. Roth 401(k) Contributions

If you have elected to make Roth 401(k) Contributions, those contributions will be deducted from each regular paycheck on an after-tax basis. The distribution of your after-tax Roth 401(k) Contributions is tax-free as you've already paid the taxes on those amounts. However, the earnings on your Roth 401(k) Contributions will be taxable unless the distribution is a Qualified Distribution. (See Section 5, [Distributions](#) for more information).

c. IRS Limits on Pre-Tax and Roth 401(k) Contributions

Because of the Plan's tax-saving features, the IRS limits the amount that can be contributed each year to the Plan. The combined total of your Pre-Tax Contributions and your Roth 401(k) Contributions for the Plan Year may not exceed the IRS annual dollar limit. For 2014, that amount is \$17,500. The limit may increase in future years to reflect the cost of living. (If you are 50 or older, See [Catch-Up Contributions](#) below).

In addition, certain employees may be restricted or have amounts refunded in order to meet the IRS limit on the amount of contributions made by highly compensated employees compared to those made by non-highly compensated employees and the IRS limit on the total contributions made to all plans of the employer. If you are affected by these limitations you will be contacted by Human Resources.

d. Catch-Up Contributions

Employees who will be age 50 or older by the end of the calendar year are eligible to make additional "catch-up" contributions to the Plan. Participants may elect to make all Pre-Tax catch-up contributions, or all Roth 401(k) catch-up contributions, or a combination of the two, up to the IRS maximum for catch-up contributions. For 2014, the maximum total catch-up contribution is \$5,500. The limit may increase in future years to reflect the cost of living. Therefore, a participant who will be 50 or older by the end of any calendar year will be able to contribute that year's maximum catch-up contribution in addition to that year's regular limit on contributions. Catch-up contributions are not subject to the same limitations as your other contributions to the Plan, so even if you are restricted from making the full regular contribution for the year, you may make your full catch-up contribution if you are 50 or older.

e. Rollover Contributions

With the approval of the Plan Administrator, you may make a rollover contribution of pre-tax amounts that have been or will be distributed from certain other retirement plans. Distributions of traditional after-tax contributions are not eligible for rollover to the plan (but see [Roth Rollover Contributions](#) for designated Roth amounts). Your rollover contributions will be maintained in your Rollover Account.

f. Roth Rollover Contributions

The Plan accepts rollovers of amounts from designated Roth accounts under other employers' 401(k) plans. If you directly roll over a designated Roth account from a previous employer's plan, the five-year period for your Roth 401(k) Account for purposes of determining qualified distributions will be measured from the earlier of (1) January 1 of the year your first contribution was made to the designated Roth account in your former employer's plan or (2) your first Roth Contribution to this Plan. Your rollover from a designated Roth account will be maintained in your Roth Rollover Account. Note: Rollovers from Roth IRAs are not permitted.

g. Contribution Limits after Military Service

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, you may be eligible to make up contributions for the period of your qualified military service. If you may be affected by this law, ask the Plan Administrator for further details.

h. Funding Medium

Assets of the Plan are held in trust by the Trustee for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust established by the Plan's Trustee is the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

5. DISTRIBUTIONS

a. Form of Distribution and Taxation

Distributions are payable as a lump sum and generally may be rolled over to your IRA or new employer's plan.

b. Pre-Tax Generally

Distributions of pre-tax amounts that are not directly rolled over to another retirement plan or IRA are subject to 20% federal income tax withholding. Any such distribution that is not rolled over will be taxed as ordinary income and may be subject to a 10% penalty tax unless the distribution is due to your termination after you reach age 55, your in-service attainment of age 59½ or is due to your death or disability.

c. Roth 401(k) Contributions

The distribution of your after-tax Roth 401(k) Contributions is tax-free as you've already paid the taxes on those amounts. However, the earnings on your Roth 401(k) Contributions will be taxable unless the distribution is a **Qualified Distribution**.

Generally, a Qualified Distribution is a distribution that:

- (1) is made after the completion of the five-year period beginning January 1 of the year of your first Roth 401(k) Contribution* and
- (2) is made on or after
 - the date you attain age 59½,
 - your death, or
 - your total disability.

*See "[Roth Rollover Contributions](#)" above for more about the five-year period.

Although Qualified Distributions from the Plan are not subject to federal taxation, some states may tax the earnings portion of the distribution.

If a distribution from your Roth 401(k) Account is not qualified, then the earnings portion of the distribution will be taxed as ordinary income and may be subject to an additional 10% penalty tax, unless the distribution is directly rolled over to a Roth IRA or a designated Roth account under another employer's 401(k) plan. As noted above, the portion of the distribution that is made up of your Roth 401(k) Contributions is not taxed as the contributions were made with after-tax money.

d. Distribution after Termination of Employment

The Plan's Normal Retirement Date is your 65th birthday, but you are eligible to receive your Plan Account balance after your termination of employment for any reason at any age. If you are under age 70½ at the time of your termination of employment, you generally may elect to defer receipt of your Plan Account balance until you reach age 70½, unless your balance is a "small benefit" (see below).

Small Benefits. If the value of Plan Account balance at the time of your termination from employment, death or disability does not exceed \$1,000, the Plan Administrator will distribute that amount in a lump sum as soon as administratively possible after your separation. The time of the distribution may not be deferred, but the distribution may be rolled over directly to an IRA or another qualified plan, or in the case of your death, your beneficiary may have rollover options.

e. Distribution Due to Disability.

If you are determined to be eligible to receive a disability benefit under the MFS Long Term Disability Program, you will be eligible to receive a distribution of your Plan Account.

6. IN-SERVICE WITHDRAWALS

a. Withdrawal from Rollover Account (Pre-tax)

You may withdraw pre-tax amounts from your Rollover Account at any time by submitting the proper distribution request form. Any such withdrawal that is not rolled over to another retirement plan or IRA will be subject to 20% withholding for prepayment of federal taxes and may be subject to a 10% penalty tax if you are under age 59 ½ at the time of distribution.

b. Withdrawals from Roth Rollover Account

You may withdraw amounts from your Roth Rollover Account at any time by submitting the proper distribution request form. The distribution of your after-tax Roth 401(k) Contributions is tax-free as you've already paid the taxes on those amounts. However, the earnings on your Roth Rollover Contributions will be taxable unless the distribution is a Qualified Distribution (see description above under [Roth 401\(k\) Contributions](#)) or you roll over the withdrawal to another retirement plan that has a Roth 401(k) feature or a Roth IRA. If you do not roll over the withdrawal, taxable earnings will be subject to 20% federal withholding and may be subject to a 10% penalty tax if you are under age 59 ½ at the time of distribution.

c. Hardship

The Plan allows in-service distributions of your Pre-Tax Contributions or Roth 401(k) Contributions only for reasons of hardship that cannot be satisfied through other sources, including plan loans. Generally, hardship is defined as: post-secondary education expenses; unreimbursed medical expenses; down payment on a principal residence; payment to avoid foreclosure or eviction from your principal residence; funeral or burial expenses for certain family members and other immediate and heavy financial needs approved by the Plan Administrator. The amount withdrawn may not exceed the amount of the immediate financial need, "grossed up" for anticipated taxes and penalties. Roth 401(k) Contributions distributed as part of a hardship withdrawal are not taxable as they have already been taxed. However, the earnings on your Roth 401(k) Contributions will be taxable unless the distribution is a Qualified Distribution (see description above under [Roth 401\(k\) Contributions](#)). Distributions of Pre-Tax Contributions and taxable Roth earnings will be subject to 10% federal withholding, unless you elect otherwise and may be subject to a 10% penalty tax unless an exception applies.

d. Attainment of age 59½

A participant who has attained age 59½ may request a withdrawal of some or all of his/her Plan Account balance. The distribution is eligible to be rolled over to another employer plan or IRA. Any pre-tax amounts and any taxable Roth earnings withdrawn and not rolled over are taxable and subject to 20% withholding. (The earnings on your Roth 401(k) Contributions will not be taxable as long as your first Roth 401(k) contributions were made at least five years ago.) The distribution will not be subject to a 10% penalty because the penalty does not apply once the participant has reached age 59½.

7. LOANS

Participants are allowed to take loans from their Plan Account. A Participant may have up to two loans outstanding at a time. The minimum loan amount is \$1,000. Loans may be taken for any reason, and must generally be repaid by payroll deduction in a period of five years or less. A longer repayment period may be allowed if the loan will be used to obtain a primary residence. The total of your loans may not exceed one-half of your account, up to \$50,000. The \$50,000 limit is reduced by the highest outstanding balance of any loan(s) you had in the previous 12 months. There is a fee of \$50 per loan. The interest rate is set at prime rate plus 1% and interest is paid into your account. Loans must be repaid through salary deduction. If you terminate employment for any reason, the remaining balance on your loan will become due in full. If you do not repay the outstanding loan balance upon termination of your employment, your plan account balance (which includes the value of your outstanding loan) will be offset by the amount of the outstanding loan. Any portion of a loan that is not repaid in accordance with the plan's loan procedures will be treated as a taxable distribution. See the *Loan Guidelines and Procedures* document, available at mfsretirementplans.com for more details.

8. DEATH BENEFITS AND BENEFICIARY DESIGNATIONS

This section describes the death benefit payable under the Plan should you die before receiving the full distribution of your plan account and how you can designate your beneficiary(ies).

a. Death Benefits - If you are not married at the time of your death

Your Plan Account balance will be distributed to your designated beneficiary(ies) in a lump sum payment. Non-spouse beneficiaries may elect a direct rollover of the lump sum payment to an "inherited" IRA and receive distributions from the IRA in accordance with required minimum distribution rules for inherited IRAs.

If you are unmarried at the time of your death and you have not designated a beneficiary, your estate will be your beneficiary.

b. Death Benefits - If you are married at the time of your death

Your Plan Account balance will be distributed to your designated beneficiary(ies) in a lump sum payment. If you are married at the time of your death, your spouse will be your designated beneficiary unless your Spouse has consented in writing, as described below, to designation of a different beneficiary. Generally, a surviving Spouse beneficiary may rollover the lump sum payment to his/her employer's plan, IRA or an inherited IRA. A non-spouse beneficiary would have the same options as a beneficiary of an unmarried participant.

c. Designate beneficiaries

Beneficiary designation forms are available on the Plan's website, www.mfsretirementplans.com or from Human Resources. These forms can be used to change your beneficiary as well. If you are married, your beneficiary will automatically be your surviving Spouse unless you designate another beneficiary in writing and your Spouse consents in writing to that designation in the presence of a notary public or Plan representative. Consent is not required for a domestic partner. If you are married, you may not change the specific named beneficiary unless the written Spousal consent described in the preceding sentence is again obtained.

You should update your beneficiary designation if there is a change in your marital status or if there is a birth or death that affects your designation. If you designated a primary beneficiary prior to your marriage or, for same-gender marriages, before federal tax law recognized your marriage, then upon your marriage (or federal recognition of your marriage) and that designation is of someone who is not now your spouse, such designation is void and your spouse will be your beneficiary unless you complete a new designation with your spouse's written consent as described above.

d. Contingent beneficiaries

All participants may designate a contingent beneficiary(ies). In the event that your designated beneficiary dies before you, your contingent beneficiary would receive your death benefit.

9. NON-ALIENATION OF BENEFITS QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

Your benefits under the Plan generally cannot be assigned to any other person and are not subject to the claims of creditors except as may be required by law. However, federal law requires the Plan Administrator to obey court orders (such as divorce decrees) that assign all or part of your Plan Account directly to your spouse, former spouse, child or other dependent if such a court order is a Qualified Domestic Relations Order (QDRO). You will be notified upon the Plan Administrator's receipt of a domestic relations order pertaining to your account under the plan. If you disagree with the Plan Administrator's determination of the qualified status of a domestic relations order, you may file suit in federal court. Participants and beneficiaries can obtain a free copy of the MFS QDRO Procedures by calling the [MassMutual Retirement Plan Information Line](#) or from Human Resources.

Generally, under a QDRO, an account is set up under the Plan to hold the portion of the benefits that the court order has awarded to the other person (the Alternate Payee). The Alternate Payee may take a distribution from his or her Plan Account when you reach your "earliest retirement date" under the plan. Solely for the purpose of QDROs, earliest retirement date means the date on which the participant terminates from employment or, if later, the date on which he or she reaches age 50.

The Plan Administrator may establish procedures for charging reasonable plan expenses to the account of a particular participant to whom such expenses relate (including expenses relating to Qualified Domestic Relations Orders), to the extent permitted by law and to the extent that such expenses are not paid directly by the Employer.

10. INVESTMENT CHOICES

Your benefits from the Plan will be determined solely by the value of your accounts under the Plan. The total value of your Plan Account is equal to the amount of contributions made by you, any income, gains

and losses resulting from the investment of those contributions and any withdrawals you make. Participants direct the investment of their accounts in funds made available under the Plan. The investment funds offer a wide range of investments with various risks and return characteristics.

You may make (and change) your investment elections by logging into your Plan Account through [MassMutual Retirement Access](#), or by telephoning the [MassMutual Retirement Plan Information Line](#). Any investment elections you make will continue to apply until the effective date of your change in investment elections.

The frequency with which you may change an investment election and transfer your account balances among funds ("fund exchanges") is subject to limitations in the fund's prospectus and, for current employees, to the MFS Code of Ethics. In addition, Participants are limited to a total of twenty (20) fund exchanges each calendar year. All fund exchange activity that occurs on the same business day will be treated as a single fund exchange. Once you have reached this maximum, internet or telephone exchange requests will not be honored, but you may continue to make additional fund exchange requests in writing by U.S. Mail or overnight delivery service.

For the current list of available funds and to review Fund Fact Sheets, visit the MFS retirement plans website at www.mfsretirementplans.com. By logging into [MassMutual Retirement Access](#) you can review Fund Fact Sheets and summary prospectuses and prospectuses (collectively, "prospectuses") and research fees and other investment information. The fund prospectus includes more detailed information regarding the fund, including principal investment strategies, principal risks, performance information, and fees and expenses. Fund Fact Sheets and prospectuses are also available from Human Resources.

Changes in Available Plan Investment Options. From time to time, one of the Plan's investment funds may be closed, merged with another fund or dropped from the list of available Plan investments. If you are invested in any such fund, you will be notified of the change and given an opportunity to move any current investments into another of the Plan's funds and to redirect future contributions to a different fund. If you fail in such a case to make an election to either move your current investment or redirect your future contributions, the Plan Administrator will designate a similar fund to receive such amounts. Additional funds may be added as Plan investment options from time to time as well. You will be notified of the addition of any new funds.

Failure to Make an Investment Election/ QDIA. If you do not make an investment election, your Plan Account will be invested in the Plan's Qualified Default Investment Alternative (QDIA). The QDIA is the investment option available through the Plan that will be used to invest a participant's account when a participant has not provided investment instructions. If your first contributions to the Plan were made on or after January 1, 2014, the Plan's QDIA is an MFS Lifetime Fund, based on your 65th birthday. The fund's investment objective is to seek a high level of total return consistent with its asset allocation until the approximate retirement year in the fund's name; thereafter, the fund will seek total return through a combination of current income and capital appreciation. The asset allocation of the fund will change over time.

For participants that first contributed to the Plan prior to January 1, 2014 but did not make an investment election, the Plan's QDIA is the MFS Conservative Allocation Fund. The MFS Conservative Allocation Fund seeks a high level of total return consistent with a conservative level of risk relative to the other MFS Asset Allocation Funds. The fund seeks to provide diversification among different asset classes by investing the majority of its assets in other MFS mutual funds. See the Fund Fact Sheet for the current allocation of assets among U.S. stock funds, international stock funds, bond funds, and specialty funds. Fund Fact Sheets are available on www.mfsretirementplans.com.

If your Plan Account is invested in the QDIA, you may change make changes to your investments by logging into your Plan Account through [MassMutual Retirement Access](#), or by telephoning the [MassMutual Retirement Plan Information Line](#).

11. PARTICIPANT RESPONSIBILITY FOR THE DIRECTION OF INVESTMENT AND SECTION 404(C) OF ERISA

The Plan is an individual account plan under which each participant directs the investment of assets in his or her accounts. The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the final regulations issued thereunder, found at Title 29 of the Code of Federal Regulations Section 2550.404c-1 (a "404(c) plan"). Because the Plan is intended to be a 404(c) plan, fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of a participant's investment instructions (or failure to make an investment election).

12. Fees

Fees and expenses charged to your Plan Account will impact your savings and fall into three basic categories:

Investment Fees

Each of the Plan Investment Options has operating expenses (e.g., investment management fees and administrative fees) that paid directly from the assets of the fund. A fund's expense ratio expresses the percentage of assets deducted each fiscal year for operating expenses. The specific expense ratio for each fund is available on the fund's Fact Sheet, which are posted on the Plan's website, www.mfsretirementplans.com.

Plan Administration Fees

Plan administration fees cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal, and trustee services, as well as additional services that may be available under your Plan, such as daily valuation, telephone response systems, internet access to Plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by fees that are paid by the investment funds and reduce investment returns. In other cases, these administrative fees are paid directly by MFS. Administrative costs that are not paid through investment fees or by MFS may be passed through to the Participants in the Plan, in that case a recordkeeping fee would be deducted from your Plan Account and shown on your quarterly Plan Account statement.

Transaction-Based Fees

Transaction-based fees are associated with certain services offered under your Plan, and are charged directly to your Plan Account if you take advantage of a particular Plan feature that may be available, such as a Plan loan. Any applicable fees are described in the section of this document relating to such service.

13. RESTRICTIONS ON VOTING

Although you choose how to invest your account balance under the Plan, the Plan provides that the Plan Administrator will exercise all voting, tender and similar rights related to your investments. Thus, you will not receive materials relating to the exercise of such rights from either the Fund or the Plan Administrator.

14. CLAIMS AND APPEAL PROCEDURES

Other than the required distribution forms, the Plan does not require you to file a claim in order to receive your benefits. A distribution request form can be requested by telephoning the Retirement Plan Information Line or from Human Resources. However, if you feel you are being denied any rights or benefits under the Plan, you may file a claim in writing with the Plan Administrator. Written notice of the Plan Administrator's disposition of a claim shall be furnished to you within 90 days (which may be extended to 180 days under special circumstances) after your claim is filed. If your claim is denied, the reasons for the denial shall be specifically set forth in writing, pertinent Plan provisions will be cited and,

where appropriate, an explanation as to how you can perfect your claim will be provided. If you have been denied a claim and you wish to appeal such denial, you must make a request to the Plan Administrator, to appeal the denial of your claim within 60 days following the Plan Administrator's determination of denial. Upon such appeal, you, or your representative, will be entitled to examine pertinent documents and submit issues and comments in writing to the Plan Administrator. The Plan Administrator will review its decision and issue a final decision to you in writing within 60 days (which may be extended to 120 days under special circumstances) following such appeal. The Plan Administrator reserves the right to amend these Claims and Appeal Procedures from time to time.

Under ERISA, you have further rights to appeal the denial of a claim for benefits, as described later in Section 16, [Statement of ERISA Rights](#). However, you must exhaust all your rights to appeal described in this Section 14 before you may exercise your right to file a claim in state or Federal court as described in Section 16.

15. AMENDMENT AND TERMINATION

The Company reserves the right to amend or terminate the Plan at any time. However, except under limited circumstances, the Company does not have the power to amend the Plan in such a manner as would permit any part of any participant's Plan Account to be diverted to purposes other than for the exclusive benefit of participants or their beneficiaries or to amend the Plan retroactively so as to deprive a participant of any benefit to which he or she was entitled by reason of contributions made prior to the amendment.

The Plan Administrator also has the discretion to construe, interpret, administer and apply the provisions of the Plan.

16. STATEMENT OF ERISA RIGHTS

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

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including copies of all documents filed by the Plan with the U. S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal

court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if for example, it finds your claim is frivolous.

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, Washington, DC 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.

17. ADDITIONAL INFORMATION

Name of Plan:	MFSavings Retirement Plan
Plan Number:	015
Name and Address of Plan Sponsor:	Massachusetts Financial Services Company 111 Huntington Avenue Boston, MA 02199
Employer Identification Number of Plan Sponsor:	04-2747644
Type of Plan:	401(k) Profit Sharing Plan
Type of Administration:	Company Administered
Name, Business Address and Business Telephone Number of Plan Administrator:	Massachusetts Financial Services Company c/o Human Resources 111 Huntington Avenue Boston, MA 02199 617-350-2363 (Note: For information about your account balance, distribution forms, or to make investment changes, contact the MassMutual Retirement Plan Information Line at 1-800-854-0647 any business day from 8 a.m. to 8 p.m. Eastern Time).
Name and Address of Agent for Service of Legal Process:	Massachusetts Financial Services Company c/o Human Resources 111 Huntington Avenue Boston, MA 02199 Service of legal process may also be made on the Trustee.
Name and Address of Trustee:	MFS Heritage Trust Company Attn: President 111 Huntington Avenue Boston, MA 02199
Plan Year:	The Plan Year is the 12-consecutive-month period beginning January 1 of each calendar year.
Participating Employers	As of the date of this summary, the Participating Employers are:

	<p>Massachusetts Financial Services Company MFS Fund Distributors, Inc. MFS Service Center, Inc. MFS Institutional Advisors, Inc. (Note: by written request to the Administrator, you may receive a list of the then current Participating Employers.)</p>
<p>ERISA Title IV Insurance Coverage:</p>	<p>The Plan is a 401(k) plan; its benefits are not insured by the Pension Benefits Guaranty Corporation (PBGC).</p>