
SUMMARY PLAN DESCRIPTION
THE FIDELITY BANK GROUP HEALTH PLAN

January 1, 2012

IMPORTANT INFORMATION ABOUT THE PLAN

Name of Employer	The Fidelity Bank P.O. Box 8 Fuquay Varina, NC 27526-0008 (919) 552-2242 Employer Identification Number 56-0132040 A list of affiliated or related employers participating in the Plan is set forth in Appendix B.
Plan Sponsor	The Fidelity Bank
Name of Plan	The Fidelity Bank Group Health Plan
Plan Number	501
Plan Year	The Plan Year begins on January 1st and ends on December 31st, and Plan records are maintained on that basis.
Effective Date	The Effective Date of this amendment and restatement is January 1, 2012.
Plan Administrator	The Plan Administrator is The Fidelity Bank. The Plan Administrator is responsible for maintaining records on Participants, determining eligibility for benefits, and interpreting and administering the provisions of the Plan.
Type of Administration and Fund	Benefits under the Plan are paid from the general assets of the Employer and are funded through employer and employee contributions.
Agent for Service of Legal Process	The Fidelity Bank is the agent for service of legal process.
Request for Plan Information	Requests to review Plan documents, requests for copies of Plan documents, and questions regarding Plan operations should be directed to Plan Administrator at the address and telephone number provided above.

PURPOSE

This document, together with certain other separate Plan documentation (*e.g.*, description of benefits, etc.) referenced in Appendix A which is distributed to each individual eligible to elect coverage provided under The Fidelity Bank Group Health Plan (the “Plan”), constitutes the Summary Plan Description with respect to the Plan. In turn, this Summary Plan Description is intended to provide you with an overview of important information about the Plan.

In the event of any conflict between the terms of the Summary Plan Description and the terms of the Plan (including, but not limited to, the terms of any insurance policy or contract then in effect with respect to a given welfare or fringe benefit provided under the Plan), the terms of the Plan (and any such insurance policy or contract), along with the rules, regulations, and other procedures developed by the Plan Administrator shall control with respect to such benefits.

ELIGIBILITY, PARTICIPATION, AND BENEFITS

The terms and conditions regarding eligibility and participation under the Plan with respect to the benefits provided under the Plan are set forth in the Plan documentation referenced in Appendix A which is distributed to each eligible employee.

Similarly, the terms and conditions of the benefits provided to Participants under this Plan are described in the underlying Plan documentation referenced in Appendix A which is distributed to each Participant. Such benefits shall be subject to various limitations and exclusions as set forth in the underlying Plan documentation that is distributed to each Participant.

INELIGIBILITY/LOSS OF BENEFITS

Circumstances that may result in disqualification, ineligibility, or other loss or reduction of benefits are described both in this document as well as in the Plan documentation referenced in Appendix A that is distributed to each eligible employee.

REQUESTS FOR PLAN INFORMATION

You have the right to inspect all Plan documents and to make copies of the documents. All Plan documents can be reviewed and copied during normal business hours at the offices of The Fidelity Bank. In accordance with regulations, the Employer may charge a reasonable fee for copies. Any such request or other requests regarding Plan operation should be directed to Plan Administrator as indicated on page 1 of this Summary Plan Description.

EMPLOYMENT RIGHTS

Nothing in the Plan or this Summary Plan Description in any way creates an express or implied contract of employment. Your employment may be suspended, changed, or otherwise terminated by either you or the Employer at any time.

PLAN ADMINISTRATOR POWERS

The Plan Administrator is empowered and authorized to make rules and regulations and establish procedures with respect to the plans and to determine or resolve all questions that may arise as to the eligibility, benefits, status and right of any person claiming benefits under the Plan. The Plan

Administrator has the power and authority to construe and interpret the Plan and to correct any defect, supply any omissions, or reconcile any inconsistencies in the Plan.

You should note, however, any claim which arises under any benefit option offered by or through this Plan will be subject to the claims and review procedures set forth in the plan documentation with respect to such benefit.

AMENDMENT OR TERMINATION OF THE PLAN

The Employer intends to continue this Plan indefinitely. However, certain circumstances may require that this Plan be amended or terminated. The Employer expressly reserves the right to amend, modify, or terminate this Plan at any time. In the event that any such action results in the termination of coverage, then any claims incurred prior to such action shall be paid; however, to the extent allowed by law, claims incurred on or after such action shall not be paid.

Appendix B

PARTICIPATING AFFILIATED OR RELATED EMPLOYERS

Effective as of January 1, 2012

Name and Address of Primary Location	Employer Identification Number	Benefits Provided
NONE		