

Summary Plan Description
Ardent Health Services
Retirement Savings Plan

Prepared January 2016

Table of Contents

<u>Introduction</u>	1
<u>Type of Plan</u>	1
<u>Plan Sponsor</u>	1
<u>Additional Adopting Employers</u>	1
<u>Purpose of This Summary</u>	1
<u>Plan Administration</u>	1
<u>Plan Trustee</u>	1
<u>Plan Administrator</u>	1
<u>Plan Number</u>	1
<u>Plan Year</u>	2
<u>Service of Legal Process</u>	2
<u>Service Crediting</u>	2
<u>Hour of Service</u>	2
<u>Year of Eligibility Service</u>	2
<u>Break in Eligibility Service</u>	2
<u>Year of Vesting Service</u>	2
<u>Break in Vesting Service</u>	2
<u>Period of Service</u>	2
<u>401(k) Contributions</u>	3
<u>How the Contribution Is Determined</u>	3
<u>How You Become a Participant</u>	3
<u>Salary Deferral Agreements</u>	3
<u>How Your Compensation Is Determined</u>	4
<u>How Your Vested Interest Is Determined</u>	4
<u>ADP Safe Harbor Contributions</u>	4
<u>How the Contribution Is Determined</u>	4
<u>How You Become a Participant</u>	4
<u>How You Qualify For a Contribution</u>	4
<u>How Your Compensation Is Determined</u>	4
<u>How Your Vested Interest Is Determined</u>	4
<u>Profit Sharing Contributions</u>	5
<u>How the Contribution Is Determined</u>	5
<u>How You Become a Participant</u>	5
<u>How You Qualify For a Contribution Allocation</u>	5
<u>How the Contribution Is Allocated</u>	5
<u>How Your Compensation Is Determined</u>	5
<u>How Your Vested Interest Is Determined</u>	6
<u>Top Heavy Requirements</u>	6
<u>Maximum Allocation Limitations</u>	6
<u>Rollover Contributions</u>	6
<u>Distribution of Benefits</u>	6
<u>Distributions for Reasons Other Than Death</u>	6
<u>Distributions Upon Death</u>	7
<u>Cash-Outs of Small Accounts</u>	7
<u>In-Service Distributions</u>	7
<u>Hardship Distributions</u>	8
<u>Loans to Participants</u>	8

<u>Investment of Accounts</u>	8
<u>Tax Withholding on Distributions</u>	9
<u>Direct Rollovers Not Subject to Tax</u>	9
<u>20% Withholding on Taxable Distributions</u>	9
<u>Claims Procedure</u>	9
<u>Written Claims</u>	9
<u>Review of Non-Disability Benefit Claims</u>	9
<u>Review of Disability Benefit Claims</u>	10
<u>Participants Absent Because of Military Duty</u>	12
<u>Participants Who Die During Military Absence</u>	12
<u>Other Information</u>	12
<u>Attachment of Your Account</u>	12
<u>Amendment or Termination of the Plan</u>	12
<u>Accounts Are Not Insured</u>	12
<u>Payment of Plan Expenses</u>	12
<u>Statement of ERISA Rights</u>	12
<u>Your Right To Receive Information</u>	12
<u>Duties of Plan Fiduciaries</u>	13
<u>Enforcement of Rights</u>	13
<u>Assistance With Your Questions</u>	13
<u>Glossary</u>	13
<u>Account</u>	13
<u>Allocation Period</u>	14
<u>Disability</u>	14
<u>Early Retirement Age</u>	14
<u>Fringe Benefit Payments</u>	14
<u>Key Employee</u>	14
<u>Non-Resident Alien Employee</u>	14
<u>Normal Retirement Age</u>	14
<u>Post-Year End Compensation</u>	14
<u>Profit Sharing Contribution</u>	14
<u>Puerto Rico Based Employee</u>	14
<u>Temporary Employee</u>	14
<u>Union Employee</u>	14
<u>Vested Interest</u>	14

Introduction

Type of Plan

Effective February 1, 2016, AHS Management Company, Inc. amended its 401(k) plan. The plan is named the Ardent Health Services Retirement Savings Plan, but it will be referred to in this summary as the *Plan*. The Plan contains a cash or deferred arrangement, and once you're eligible to participate, you can contribute to the Plan on a tax deferred basis by payroll deductions.

Plan Sponsor

AHS Management Company, Inc. is the sponsor of the Plan, and will sometimes be referred to in this summary as the "Sponsoring Employer," the "Employer," "we," "us" or "our". Our address is One Burton Hills Blvd., Suite 250, Nashville, TN 37215; our telephone number is (615) 296-3000; and our employer identification number is 62-1743438.

Additional Adopting Employers

Lovelace Health System, Inc., AHS Management Services of Oklahoma, LLC, AHS Hillcrest Medical Center, LLC, AHS

Cushing Hospital, LLC, AHS Henryetta Hospital, LLC, AHS Oklahoma Heart Institute, LLC, Bailey Medical Center, LLC, AHS Claremore Regional Hospital, LLC, BSA Health System of Armarillo, LLC, Southwest Medical Associates, LLC, AHS Oklahoma Physician Group, LLC, AHS Southcrest Hospital, LLC, Tulsa Spine and Specialty Hospital, LLC, BSA Health System Holdings, LLC, BSA Hospital, LLC, BSA Physicians Group, Inc., BSA Harrington Physicians, Inc., BSA Amarilla Diagnostic Clinic, Inc. and Physicians Surgical Hospitals, LLC have also adopted this Plan as Adopting Employers for the benefit of any of their employees who are eligible to participate. Any reference to the Employer in this summary will generally also be a reference to any Adopting Employer.

Purpose of This Summary

This booklet is called a Summary Plan Description (the "SPD") and it is meant to describe highlights of the Plan in understandable language. It is not, however, meant to be a complete description of the Plan, nor is it meant to interpret, extend or change the provisions of the Plan in any way. If there is a conflict between this SPD and the Plan, the provisions of the Plan control your right to benefits. A copy of the Plan and related documents are on file with the Plan Administrator and you can read them at any reasonable time. Also, no provision of the Plan or this SPD is intended to give you the right to continued employment or to prohibit changes in the terms or conditions of your employment. If you have any questions that are not addressed in this SPD, you can contact the Plan Administrator (who is described in the next section) during normal business hours.

Plan Administration

Plan Trustee

The Plan is administered under a written plan and trust agreement, with Mercer Trust Company as the trustee. The trustee can be contacted at 1 Investors Way, Norwood, MA 02062.

Plan Administrator

All matters other than investments that concern the operation of the Plan are the responsibility of the Administrator. The Administrator is Ardent Health Services Benefits Plan Administration Committee, whose address is One Burton Hills Blvd., Suite 250, Nashville, TN 37215, and whose telephone number is (615) 296-3000. The Administrator has the power and discretionary authority to interpret the terms of the Plan based on the Plan document and existing laws and regulations, as well as the power to determine all questions that arise under the Plan. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited service, Disability, and retirement, or to interpret any other term contained in the Plan and related documents. The Plan Administrator's interpretations and determinations are binding on all Participants, employees, former employees, and their beneficiaries.

Plan Number

For identification purposes, we have assigned number 001 to the Plan.

Plan Year

The Plan Year is the 12-month accounting year of the Plan, and it begins each January 1st and ends the following December 31st.

Service of Legal Process

If you have to bring legal action against the Plan for any reason, legal process can be served on Stephen Petrovich, General Counsel at One Burton Hills Blvd., Suite 250, Nashville, TN 37215. You must exhaust the Plan's claims procedure (see the Section titled *Claims Procedure*) before you can bring legal action against the Plan.

Service Crediting

Your Service refers to the portion of your employment with us or with an Adopting Employer that is used to determine your eligibility to participate in the Plan, to determine the Vested Interest in your Account, and to determine whether you are entitled to a contribution allocation for an Allocation Period. The way your Service is determined is described in more detail below.

Hour of Service

You are credited with an Hour of Service for each hour that you have a right to be paid by us for the performance of your duties. This includes the actual number of hours that you work and hours for which you are paid but are not at work, such as paid vacation, paid holidays, or paid sick leave.

Year of Eligibility Service

A Year of Eligibility Service is a period of time used to determine your eligibility to participate in one or more parts of the Plan. You will be credited with a Year of Eligibility Service for each a 12-consecutive month eligibility computation period in which you are credited with at least 1,000 Hours of Service. Your initial eligibility computation period begins on your date of hire, and each eligibility computation period thereafter begins on the anniversary of your date of hire. Whenever your eligibility to participate in a particular part of the Plan is determined by the length of your service, you will not be credited with a Year of Eligibility Service until the last day of the applicable 12-month eligibility computation period during which you are credited with at least 1,000 Hours of Service.

Break in Eligibility Service

You will incur a Break in Eligibility Service if you are not credited with more than 500 Hours of Service during any 12- consecutive month eligibility computation period. However, in certain circumstances, such as taking time off to give birth to a child or to adopt a child, or taking time off to care for a child following the birth or adoption, you will be credited with 501 Hours of Service even though you did not actually work 501 hours in order to prevent you from incurring a Break in Eligibility Service (but this type of special credit will not be used to determine your Years of Vesting Service or to determine your entitlement to a contribution for any Allocation Period).

Year of Vesting Service

A Year of Vesting Service is a period of time used to determine your Vested Interest in one or more of your Accounts. You will be credited with a Year of Vesting Service for each 1-year Period of Service.

Break in Vesting Service

You will incur a Break in Vesting Service if you are not credited with at least one Hour of Service during any 1-year Period of Service.

Period of Service

A Period of Service, in general, is a period of time that begins on your date of hire and ends on the date you terminate employment or incur a Break in Eligibility Service or a Break in Vesting Service. The rules for determining your Period of Service are more complex than the explanation described in this section, especially the rules that apply if you terminate employment and are then rehired. For more information, you can check with the Administrator.

401(k) Contributions

How the Contribution Is Determined

Once you become a Participant, you can begin making 401(k) Contributions. 401(k) Contributions are amounts that you elect to contribute to the Plan through payroll withholding, and they are made on a pre-tax basis (that is, they are deducted from your Compensation free of current income taxes but are fully taxable when they are subsequently distributed from the Plan) or on an after-tax basis (that is, as Roth contributions, which are deducted from your Compensation on an after-tax basis but may be distributed on a tax-free basis if certain requirements are met). You can designate up to 100% of your 401(k) Contributions as Roth contributions.

Your 401(k) Contributions for any calendar year can't be less than an amount set from time to time by the Employer, and can't be more than an amount set from time to time by the Employer. Moreover, in no event can your 401(k) Contributions for any calendar year exceed the lesser of 100% of your Compensation or the dollar limit on 401(k) Contributions announced annually by the IRS. 401(k) Contributions are allocated to your 401(k) Contributions Account. In addition, for any calendar year in which you are age 50 or older, you can also make additional "catch-up" 401(k) Contributions in excess of the annual dollar limit on 401(k) Contributions described above. The catch-up contribution limit is also announced annually by the IRS.

How You Become a Participant

To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the age requirement and the service requirement (and all Service with us and with any Adopting Employer will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Temporary Employees; (d) Puerto Rico based Employees; and (e) Employees who are classified as independent contractors by the Company.
- **Age Requirement.** You must be at least 21 years of age.
- **Service Requirement.** You must be credited with at least 3 consecutive calendar months of employment in which you are credited with at least 10 Hours of Service per month.
- **Entry Date.** You will enter this part of the Plan as a Participant on the first day of the month that coincides with or next follows the date that you first satisfy both the age and service requirements described above.

Salary Deferral Agreements

You must file a Salary Deferral Agreement with the Administrator before you can begin making 401(k) Contributions to the Plan. Your Salary Deferral Agreement is where you indicate the amount that you want us to withhold from your Compensation and contribute to the Plan on your behalf. This is also where you indicate if you want all or any part of the amount withheld to be treated as a Roth Elective Deferral.

After your initial election, you can change your Salary Deferral Agreement by filing a new agreement with the Administrator at any time. Your Salary Deferral Agreement will only expire at the end of any period during which your 401(k) Contributions are required to be suspended (for example, upon taking a hardship distribution).

You can also cancel your Salary Deferral agreement at any time by giving written notice to the Administrator. Your cancellation will be implemented as soon as administratively possible after your notice is received. If you do cancel your agreement, you will not be permitted to make a new election until the first available date that you would otherwise be entitled to change an existing agreement as described in the preceding paragraph.

The Administrator from time to time may establish additional administrative procedures (or change existing procedures) concerning deferral elections, in which case you will be appropriately notified. The Administrator can also temporarily suspend your deferral agreement if you reach the maximum deferral amount that is permitted by law or by the Plan, or if the Administrator believes the Plan may fail certain required non-discrimination tests. You will be notified if your deferral agreement is temporarily suspended.

How Your Compensation Is Determined

In general, you can make 401(k) Contributions from all of the compensation that is paid or made available to you during the Plan Year, excluding any compensation received (a) as Fringe Benefit Payments; (b) prior to the date you become a Participant with respect to this part of the Plan; and (c) as Post-Year End Compensation.

How Your Vested Interest Is Determined

Your Vested Interest in your 401(k) Contribution Account is 100% at all times.

ADP Safe Harbor Contributions

How the Contribution Is Determined

In order to satisfy certain testing requirements, we will make an ADP Safe Harbor Matching Contribution to the Plan that is equal to the sum of (a) 100% of an eligible Participant's 401(k) Contributions that do not exceed 3% of his or her Compensation for the Allocation Period, plus (b) 50% of the Participant's 401(k) Contributions that exceed 3% of his or her Compensation for the Allocation Period but do not exceed 5% percent of his or her Compensation for the Allocation Period.

How You Become a Participant

To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the age requirement and the service requirement (and all Service with us and with any Adopting Employer will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Temporary Employees; (d) Puerto Rico based Employees; and (e) Employees who are classified as independent contractors by the Company.
- **Age Requirement.** You must be at least 21 years of age.
- **Service Requirement.** You must be credited with at least 3 consecutive calendar months of employment in which you are credited with at least 10 Hours of Service per month.
- **Entry Date.** You will enter this part of the Plan as a Participant on the first day of the month that coincides with or next follows the date that you first satisfy both the age and service requirements described above.

How You Qualify For a Contribution

Once you become a Participant in this part of the Plan, you will be eligible to receive an ADP Safe Harbor Matching Contribution for any Plan Year for which we elect to make the contribution provided you are also eligible to make 401(k) Contributions to the Plan at any time during that Plan Year. ADP Safe Harbor Matching Contributions are allocated to your ADP Safe Harbor Matching Contribution Account.

How Your Compensation Is Determined

In general, the amount of any ADP Safe Harbor Matching Contributions made on your behalf is based on all of the compensation that is paid or made available to you during the Allocation Period, excluding any compensation received (a) as Fringe Benefit Payments; (b) prior to the date you become a Participant with respect to this part of the Plan; and (c) as Post-Year End Compensation. However, no contributions will be made with respect to Compensation in excess of the annual dollar limit on Compensation, which is announced annually by the IRS.

How Your Vested Interest Is Determined

Your Vested Interest in your ADP Safe Harbor Matching Contribution Account is 100% at all times.

Profit Sharing Contributions

How the Contribution Is Determined

We may also make Profit Sharing Contributions to the Plan. Making these contributions is totally discretionary on our part, as is the amount should we decide to make them.

How You Become a Participant

To become a Participant in this part of the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the age requirement and the service requirement (and all service with us and with any Adopting Employer will be counted for this purpose); and (c) you must be employed by us, or an Adopting Employer, on the applicable entry date.

- **Eligible Employees.** All employees are Eligible Employees for this part of the Plan except (a) Union Employees; (b) Non-Resident Alien Employees; (c) Temporary Employees; (d) Puerto Rico based Employees; and (e) Employees who are classified as independent contractors by the Company.
- **Age Requirement.** You must be at least 21 years of age.
- **Service Requirement.** You must be credited with at least 1 Year of Eligibility Service.

- **Entry Date.** You will enter this part of the Plan as a Participant on the first day of the month that coincides with or next follows the date that you first satisfy both the age and the service requirements described above.

How You Qualify For a Contribution Allocation

Once you become a Participant in this part of the Plan, you are eligible for a Profit Sharing Contribution for any Allocation Period in which we make one if you satisfy the requirements (if any) described below for that Allocation Period. Profit Sharing Contributions are allocated to your Profit Sharing Contribution Account.

- **Active Participants.** If you are still employed by us on the last day of an Allocation Period, you will be eligible to receive an allocation if you are credited with at least 1,000 Hours of Service during the Allocation Period.
- **Terminated Participants.** If you terminate employment before the last day of an Allocation Period because of your retirement on or after Normal Retirement Age, or because of your death or Disability, you will be eligible to receive an allocation if you were credited with at least 1,000 Hours of Service during the Allocation Period. If you terminate employment before the last day of an Allocation Period for any other reason, you will not be eligible to receive an allocation for that Allocation Period.

How the Contribution Is Allocated

Profit Sharing Contributions are allocated in the ratio that your Compensation for the Allocation Period bears to the total Compensation of all Participants eligible to receive an allocation for the Allocation Period. This means that the amount allocated to each eligible Participant's Profit Sharing Contribution Account will, as a percentage of Compensation, be the same. For example, if the contribution is equal to 5% of all eligible Participants' Compensation, then that is the amount that will actually be allocated each eligible Participant's Profit Sharing Contribution Account.

How Your Compensation Is Determined

In general, the amount of any Profit Sharing Contributions made on your behalf is based on all of the compensation that is paid or made available to you during the Allocation Period, excluding any compensation received (a) as Fringe Benefit Payments; (b) prior to the date you become a Participant with respect to this part of the Plan; and (c) as Post-Year End Compensation. However, no contributions will be made with respect to Compensation in excess of the annual dollar limit on Compensation, which is announced annually by the IRS.

How Your Vested Interest Is Determined

Your Vested Interest in your Profit Sharing Contribution Account is determined by the schedule following this paragraph, based on your Years of Vesting Service (including Service with us and with any Adopting Employer). Any part of this account which is not Vested will be forfeited when you receive a distribution (or after you incur 5 consecutive Breaks in Service, if earlier).

1 Year of Vesting Service	20% Vested
2 Years of Vesting Service	40% Vested
3 Years of Vesting Service	60% Vested
4 Years of Vesting Service	80% Vested
5 Years of Vesting Service	100% Vested

Top Heavy Requirements

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered "top heavy." The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are Key Employees. However, the Plan automatically satisfies this requirement in any Plan Year for which we make a contribution on your behalf to any other qualified retirement plan that we sponsor. If the Plan is not exempt, then for each Plan Year in which the Plan is considered top heavy and in which you are a non-Key Employee who is employed by us on the last day of the Plan Year, you will receive a

minimum allocation equal to the lesser of 3% of your Compensation or the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are key employees.

Maximum Allocation Limitations

The amount of contributions and forfeitures that can be allocated to your Account for any Plan Year is limited by law to the lesser of 100% of your Compensation or the annual dollar limit (which is announced annually by the IRS). However, this dollar limit does not apply to the amount of earnings that can be allocated to your Account, to the amount of any Rollover Contributions you can make to the Plan, or to any other funds transferred to this Plan on your behalf from another qualified plan.

Rollover Contributions

If you participated in another retirement plan, you may be permitted to roll over any distribution you receive from the other plan to this Plan if all legal requirements (and any requirements imposed by the Administrator) on such rollovers are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds into this Plan. If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Account established on your behalf. You will at all times have a 100% Vested Interest in your Rollover Account.

Distribution of Benefits

Distributions for Reasons Other Than Death

If your employment is terminated for any reason other than death, your Vested Interest will be distributed within an administratively feasible time after you request payment. Your Vested Interest will be distributed in a lump sum which can be paid to you or, at your election, can be rolled over to another qualified retirement plan or to an individual retirement account. You can also elect not to receive a lump sum and instead elect (a) substantially equal installment payments over a specified period of time; or (b) partial payments in amounts that you request from time to time.

In addition to the payments described above, there are rules which require that certain minimum distributions be made from the Plan. Generally, these minimum distributions must begin no later than (a) the April 1st following the end of the calendar year in which you reach age 70½ or (b) the April 1st following the end of the calendar year in which you retire. However, if you are a 5% owner, you must begin receiving these distributions by the April 1st following the end of the calendar year in which you reach age 70½ even if you are still employed by the Employer.

Distributions Upon Death

Your Vested Interest will be distributed to your beneficiary as soon as administratively feasible after your death. If you are not married, you can name anyone to be your beneficiary. If you are married, your spouse by law is your beneficiary unless he or she waives the death benefit in writing. Your beneficiary can elect to receive (a) a lump sum; (b) substantially equal installment payments over a specified period of time (although there are limits on how long installment payments can be made, which will be explained to your beneficiary at the appropriate time); or (c) partial payments in amounts requested by your beneficiary from time to time.

If your death occurs *before* the date minimum distributions must begin (as described in the preceding section), the distribution to your beneficiary must be made within certain legal timeframes that are dependent upon several factors, including (a) whether you have a designated beneficiary, (b) your relationship to the beneficiary (spousal or non-spousal beneficiary), and (c) certain elections that your beneficiary may make after your death. However, if your death occurs *after* the date that minimum distributions must begin, the minimum death benefit that must be paid to your beneficiary each year after your death is based on the longer of your remaining life expectancy (had you survived) or the remaining life expectancy of your beneficiary. Your beneficiary may also choose to accelerate the payment rate. Contact the Administrator for more information regarding payments to beneficiaries.

Any death benefit received by your spouse can be rolled over to an IRA. A non-spouse beneficiary may establish a special IRA (an "Inherited IRA") that can receive a direct rollover of all (except for any required minimum

distributions) or a portion of the death benefit distributed upon your death to that non-spouse beneficiary.

Certain portions of a death benefit may not be eligible to be rolled over into an Inherited IRA. If you (a deceased Participant) needed to take a required minimum distribution in the year of your death (but you have not yet taken that required minimum distribution), then that required minimum distribution cannot be rolled over from the Plan into an Inherited IRA. Similarly, if the non-spouse beneficiary needs to take any required minimum distribution from the Plan for the year in which the direct rollover occurs (or any prior year), then the non-spouse beneficiary cannot roll over that required minimum distribution into an Inherited IRA. However, if the death benefit includes Roth Elective Deferrals, those amounts can be rolled over to the Inherited IRA.

If the non-spouse beneficiary elects to roll over the death benefit to an Inherited IRA, then the inherited IRA will be subject to complicated required minimum distribution rules. You should inform your non-spouse beneficiary that (a) he or she is designated to receive your death benefit, and (b) your death benefit can be rolled over to an Inherited IRA. The non-spouse beneficiary should discuss any planning issues and tax consequences with their professional tax advisor with respect to a direct rollover of your death benefit into an Inherited IRA.

Cash-Outs of Small Accounts

If your employment is terminated for any reason and your Vested Interest is \$1,000 or less (including your Rollover Account balance) it will be distributed in a lump sum, or, at your election, will be rolled over to another qualified retirement plan or to an individual retirement account (IRA) of your choosing. However, if you do not make an election, then the distribution will be made as a lump sum.

In-Service Distributions

As long as you remain employed by us, you can elect at any time to take a lump sum distribution of up to 100% of the following accounts, provided you satisfy the applicable requirements:

- **ADP Safe Harbor Contribution Account.** You can request a distribution from your ADP Safe Harbor Contribution Account if you have reached age 59½.
- **401(k) Contribution Account.** You can request a distribution from your 401(k) Contribution Account if you have reached age 59½.
- **Profit Sharing Contribution Account.** You can request a distribution from your Profit Sharing Contribution Account if you have reached age 59½.
- **Rollover Contribution Account.** You can request a distribution from your Rollover Contribution Account if.

Hardship Distributions

As long as you are an employee, you can take a distribution to pay for a financial hardship caused by one or more of the following circumstances:

- Unreimbursed expenses for medical care (or unreimbursed expenses necessary to obtain medical care) incurred by you, your spouse, your dependents, or the person named as your primary Plan beneficiary, provided the expenses are the type that are considered tax deductible under the Internal Revenue Code.
- Costs related to the purchase of your principal residence (excluding mortgage payments).
- Payments necessary to prevent eviction from your principal residence or to prevent foreclosure on the mortgage of your principal residence.
- Tuition, related educational fees, and room and board, for up to the next 12 months of post-secondary education for your spouse, your children, other eligible dependents, or the person named as your primary Plan beneficiary.
- Funeral expenses for your deceased parent, your spouse, your children, other eligible dependents, or the person named as your primary Plan beneficiary.
- Expenses for repair of damage to your principal residence that would qualify for a casualty deduction (without regard to whether the loss exceeds 10% of your adjusted gross income).

Hardship distributions can be taken from (a) your Pre-tax 401(k) Contributions Account (excluding earnings); and (b) your Profit Sharing Contribution Account.

You cannot make any 401(k) Contributions to the Plan for 6 months after you take a hardship distribution. In addition, all hardship distributions must comply with the terms of the Administrative Policy Regarding Financial Hardship Distributions established by the Administrator. If a copy of the hardship distribution policy is not attached to this summary, you can obtain one from the Administrator.

Loans to Participants

You are permitted to borrow from the Plan with the approval of the Administrator. Subject to the requirements of any loan policy established by the Administrator, the maximum amount you can borrow is 50% of your Vested Interest or \$50,000, whichever is less. If a loan is approved, your Account must be pledged as security. Loans must generally be repaid within 5 years by equal payments made at least quarterly (or more frequently if required by the Loan Policy), but a longer repayment may be permitted for a loan used to buy your principal residence. If a copy of the Plan's loan policy is not attached to this summary, you can obtain one from the Administrator.

Investment of Accounts

Subject to an investment policy established by the Administrator, you can direct how your Account will be invested. You can choose from any investment options offered by the Plan. You can switch between investments as often as is permitted under the investment options you choose. All earnings and losses on your directed investments will be credited directly to your Account. Investment results will reflect any fees and investment expenses for the investments you select. You may request more information on fees associated with an investment option from the Administrator. At the appropriate time, we will provide you with more detailed information about the investment options offered by the Plan.

We intend to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if you are permitted to exercise independent control over the investment of your Account and you are offered a reasonably diverse selection of well managed investment options, then the fiduciaries of the Plan, including the Administrator and us, may be relieved of certain liabilities for any losses which occur because you exercise control.

Tax Withholding on Distributions

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking the distribution.

Direct Rollovers Not Subject to Tax

Any eligible distribution that is directly rolled over to another eligible retirement account (either another qualified retirement plan or an individual retirement account) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be directly rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, or over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you by law. There are other distributions that are not eligible for direct rollover treatment, and you should contact the Administrator if you have questions about a particular distribution.

20% Withholding on Taxable Distributions

If you have your benefit paid to you and it's eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you

want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

Claims Procedure

If you feel that you are entitled to a benefit that you are not receiving from the Plan, you can make a written request to the Administrator (or its delegate) for that benefit. Plan Benefits fall into two categories – Disability related benefits and non-Disability related benefits. A Disability-related benefit means a benefit that is available under the Plan and that becomes payable upon a determination of a Participant's Disability as determined by the Administrator. A Disability-related benefit does not include a benefit that, under the terms of this Plan, becomes payable upon a determination of a Participant's Disability by the Social Security Administration or under a long term Disability plan sponsored by the Employer. The claims procedure for each Disability-related benefits and non-Disability benefits are similar, but there are differences. While the claims procedure for each benefit is described below, this is just a summary, and the Administrator can supply you with a more detailed claims procedure.

Written Claims

Any claim for benefits must be filed in writing with the Administrator, but the Administrator may permit the filing of a claim for benefits electronically as the Administrator complies with certain Department of Labor requirements.

Review of Non-Disability Benefit Claims

If your claim is for a non-Disability related benefit, it will be reviewed under the following procedure:

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim in whole in part, the Administrator will give you a written or electronic notice of its decision within 90 days of the date the claim was filed, unless an extension of time is necessary. If special circumstances require an extension, the Administrator will notify you before the end of the initial 90-day review period that additional review time is necessary. The notice for an extension (a) will specify the circumstances requiring a delay and the date that a decision is expected to be made; and (b) will describe any additional information needed to resolve any unresolved issues. Unless the Administrator requires additional information from you to process the claim, the review period cannot be extended beyond an additional 90 days. If the Administrator requires additional information from you to process the claim and a timely notice requesting the additional information is transmitted to you, it must be provided within 90 days of the date that the notice is provided by the Administrator.
- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) a description of the Plan's review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (f) a statement that if you request a review of the Administrator's decision and the reviewing fiduciary's decision on review is adverse to you, there is no further administrative review following the initial review, and that you then have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 60 days of the date on which you receive such notice, you may obtain review of the decision as explained in the next paragraph.
- **Right to Appeal.** Within the 60-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request must contain the following information: (a) the date on which your request was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed; (c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written

information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.

- **Review on Appeal.** In general, your appeal will be reviewed within 60 days of the date it is received by the Administrator (unless special circumstances require an extension to 120 days and you are so notified before the end of the 60-day review period). The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial determination. The decision on review will contain the following: (a) the specific reasons for the denial on review; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) a statement describing any voluntary review procedures your right to obtain copies; and (e) a statement that there is no further administrative review of decision and that you have a right to bring a civil action under ERISA §502(a).

Review of Disability Benefit Claims

If your claim is for a Disability related benefit, it will be reviewed under the following procedure:

- **Initial Denial.** Whenever the Administrator decides for any reason to deny a claim for a Disability benefit in whole or in part, the Administrator will transmit to you a written or electronic notice of its decision within 45 days of the date the claim was filed, unless an extension of time is necessary. If, prior to the expiration of the initial 45-day period, the Administrator determines that a decision cannot be made within that initial 45-day period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the 45-day review period that a 30-day extension of time is necessary. If, prior to the end of the first 30-day extension period, the Administrator determines that a decision cannot be made within that first 30-day extension period due to matters beyond the control of the Plan, the Administrator will provide you a notice before the end of the first 30-day extension period that an additional 30-day extension of time is necessary. Any notice of an extension of time will (a) specify the circumstances requiring the extension of time and the date a decision is expected to be rendered; (b) explain the standards on which entitlement to a Disability Benefit is based; (c) state the unresolved issues that prevent a decision on the claim; and (d) describe any additional information needed to resolve those issues. If the Administrator requires additional information from you to process the Disability Benefit claim and a timely notice requesting the additional information is transmitted to you, you must provide the additional information within 45 days of the date the notice is provided.
- **Notice of Denial.** If your claim is denied, the notice will contain the following information: (a) the specific reasons for the denial; (b) reference to the specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary; (d) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; (e) if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy thereof is available upon request, free of charge; (f) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the Claimant's medical circumstances, or a statement that such explanation is available upon request, free of charge; (g) a description of the review (i.e., appeal) procedures, the time limits applicable to such procedures, and in the event of an adverse review decision, a statement describing any voluntary review procedures and your right to obtain copies of such procedures; and (h) a statement that if you request a review of the Administrator's decision and the review is adverse to you, that there is no further administrative review following such initial review, and that you have a right to bring a civil action under ERISA §502(a). The notice will also include a statement advising you that, within 180 days of the date you receive the notice, you may obtain review of the decision as explained in the next paragraph.
- **Right to Appeal.** Within the 180-day period beginning on the date you receive notice regarding disposition of your claim, you may request that the claim denial be reviewed by filing with the Administrator a written request for such review. The written request for such review must contain the following information: (a)

the date on which your request was received by the Administrator; (b) the specific portions of the denial of your claim which you request be reviewed; (c) a statement setting forth the basis upon which you believe the Administrator's denial of your claim should be reversed and your claim should be accepted; and (d) any other written information (offered as exhibits) which you want to be considered to explain your position, without regard to whether such information was submitted or considered in the initial benefit determination.

- **Review by Alternate Reviewer.** Review of a Disability Benefit claim that has been denied under the procedures described in the preceding two paragraphs will be conducted by a reviewer who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual. The review will not afford deference to the initial adverse benefit determination, but will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If the adverse benefit determination was based on a medical judgment, the reviewer will consult with an appropriate health care professional who (a) was not consulted on the original adverse benefit determination, (b) is not subordinate to someone who was consulted on the original adverse benefit determination, and (c) has appropriate training and experience in the field of medicine involved in the medical judgment. Any experts whose advice was obtained on the original adverse determination must be identified during the review, without regard to whether the advice was relied upon in making the determination. You may request, in writing, a list of such experts.
- **Review on Appeal.** In general, your appeal will be reviewed within 45 days of the date it is received by the Administrator (unless special circumstances require an extension to 90 days and you are so notified before the end of the 45-day review period). The reviewer will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The reviewer's decision will contain the following: (a) the specific reasons for the denial; (b) reference to specific Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; (d) if the claim denial is based on an internal rule, guideline, protocol, or other similar criterion, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion is available upon request, free of charge; (e) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation is available upon request, free of charge; (f) a statement describing any voluntary review procedures and your right to obtain copies of such procedures; (g) a statement that there is no further administrative review of the reviewer's decision and that you have a right to bring a civil action under ERISA §502(a); and (h) the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Participants Absent Because of Military Duty

Participants Who Die During Military Absence

If you are absent from employment with us because of military service and you die on or after January 1, 2007 while you are performing "qualified" military service (as defined under the Internal Revenue Code), you will be treated as having returned to employment on the day before your death for Vesting purposes. However, you will not be entitled to any additional benefits or contributions with respect to your period of military leave.

Other Information

Attachment of Your Account

Your creditors cannot garnish or levy upon your Account except in the case of a proper IRS tax levy, and you cannot assign or pledge your Account except as collateral for a loan from the Plan or as directed through a Qualified Domestic Relations Order as part of a divorce, child support or similar proceeding in which a court orders that all or

part of your Account be transferred to another person (such as your ex-spouse or your children). The Plan has a procedure for processing QDROs, which you can obtain free of charge from the Administrator.

Amendment or Termination of the Plan

Although we intend for the Plan to be permanent, we can amend or terminate it at any time. If we do terminate the Plan, all Participants will have a 100% Vested Interest in their Accounts as of the Plan termination date, and all Accounts will be available for distribution at the same time and in the same manner as would have been permissible had the Plan not been terminated.

Accounts Are Not Insured

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of ERISA do not apply to 401(k) plans. For more information on PBGC coverage, ask the Administrator or contact the PBGC. Written inquiries to the PBGC should be addressed to: Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026. You can also call them at (202) 326-4000.

Payment of Plan Expenses

The Plan routinely incurs expenses for the services of lawyers, actuaries, accountants, third party administrators, and other advisors. Some of these expenses may be paid directly by us while other expenses may be paid from the assets of the Plan. The expenses that are paid from Plan assets will be shared by all Participants either on a pro-rata basis or an equal dollar basis. If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its value as compared to the total value of all Participants' Accounts. For example, if the Plan pays \$1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, \$50 would be deducted from your Account ($\$1,000 \times 5\%$) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

Statement of ERISA Rights

Your Right To Receive Information

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled to (a) examine, without charge, at the Plan 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; (b) 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. The Administrator may make a reasonable charge for the copies; (c) receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report; and (d) obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (which is defined elsewhere in this summary plan description) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement 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 Plan Participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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 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 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, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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, 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 questions about this statement or about your ERISA rights, 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 contact them at http://www.dol.gov/ebsa/aboutebsa/org_chart.html or at 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 (the EBSA) 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 EBSA. You may also 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.*"

Glossary

Many definitions are used in this summary and most are defined in the section where they appear, but the following terms have broader application and are used throughout the summary:

Account

. Your Account represents the aggregate value of the contributions made to the Plan on your behalf, as well as the net earnings on those contributions. Your Account may include (but is not limited to) the following sub-accounts: the 401(k) Contribution Account; the ADP Safe Harbor Matching Contribution Account; and the Profit Sharing Contribution Account.

Allocation Period

. The Allocation Period is the period of time for which a contribution to the Plan is allocated. The Allocation Period is generally the Plan Year but can be a shorter period of time.

Disability

. Disability is a physical or mental impairment you suffer after you become a Participant in the Plan (and while you are still an employee) which, in the opinion of a physician acceptable to the Administrator, totally and permanently prevents you from engaging in any occupation for pay or profit. If a difference of opinion arises between you and the Administrator as to whether you have suffered a Disability, it will be settled by a majority decision of three physicians, one to be appointed by the Administrator, one to be appointed by you, and the third to be appointed by the first two physicians.

Early Retirement Age

. Early Retirement Age is the date you reach age 55 or complete at least 5 Years of Vesting Service.

Fringe Benefit Payments

. Fringe Benefit Payments, in general, are reimbursements or other expense allowances, cash and noncash fringe

benefits, moving expenses, deferred compensation, and welfare benefits.

Key Employee

. A Key Employee is an Employee who satisfies certain executive, ownership, or compensation requirements as set forth in the Internal Revenue Code.

Non-Resident Alien Employee

. A Non-Resident Alien Employee is an individual who is neither a citizen of the United States of America nor a resident of the United States of America.

Normal Retirement Age

. Normal Retirement Age is the later of the date you reach age 65 or the fifth anniversary of the date you become a Participant in the Plan.

Post-Year End Compensation

. Post-Year End Compensation, in general, are amounts that earn in one Plan Year but are not paid to you until the next Plan Year solely because of the timing of pay periods and pay dates.

Profit Sharing Contribution

. A Profit Sharing Contribution is an additional type of contribution we may elect to make to the Plan for any Plan Year. Profit Sharing Contributions are generally made as a percentage of pay.

Puerto Rico Based Employee

. A Puerto Rico Based Employee is an Employee who resides in Puerto Rico.

Temporary Employee

. A Temporary Employee is an Employee who is employed on a temporary or periodic basis and who, at his or her sole discretion, accepts job assignments having a fixed or limited duration and who is classified in the Employer's records as a Temporary Employee.

Union Employee

. A Union Employee is an Employee whose employment is governed by a collective bargaining agreement between Employee representatives and the Employer in which retirement benefits were the subject of good faith bargaining.

Vested Interest

. Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. This percentage, in turn, is the aggregate of your Vested Interest in your various sub-accounts. However, notwithstanding any vesting schedule set forth in other sections of this summary, you will have a 100% Vested Interest in your Account upon reaching Normal (or Early) Retirement Age, or upon your death or disability while you are still a Participant but before you terminate employment.