

**LANCASTER GENERAL HEALTH RETIREMENT INCOME 403(B) ACCOUNT**

**SUMMARY PLAN DESCRIPTION**

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# **LANCASTER GENERAL HEALTH RETIREMENT INCOME 403(B) ACCOUNT**

## **SUMMARY PLAN DESCRIPTION**

### **INTRODUCTION TO YOUR PLAN**

Lancaster General Health Retirement Income 403(b) Account ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis and to provide additional income for retirement. This Plan is a type of retirement plan commonly referred to as a 403(b) plan or TSA (Tax Sheltered Annuity). This Summary Plan Description ("SPD") contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this Summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this Summary entitled "General Information About The Plan."

This Summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this Summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This Summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as ERISA (the Employee Retirement Income Security Act), the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this Summary change. Terms of investment products you select may also affect the Plan. This Summary does not address the provisions of specific investment products.

## **ARTICLE I PARTICIPATION IN THE PLAN**

### **Am I eligible to participate in the Plan?**

Provided you are an eligible employee, you are eligible to participate in the Plan once you satisfy the Plan's eligibility conditions described in the next question. The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

If you are a member of a class of employees identified below, you are not an eligible employee for all Plan purposes. The employees who are excluded are:

- “Other Employer Plan” exclusion: Employees who are eligible to participate in another 403(b) plan, or in a 401(k) plan or 457(b) plan that the Employer sponsors. See below Special Note.

**Exclusion for Match Contributions: In addition to those excluded for all purposes,** you are a member of a class of employees identified below, you are not an eligible employee for purposes of eligibility to participate in the Plan's matching contributions. The employees who are excluded are:

- certain nonresident aliens who have no earned income from sources within the United States.
- employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan.

**Exclusion for Nonelective Contributions: In addition to those excluded for all purposes,** you are a member of a class of employees identified below, you are not an eligible employee for purposes of eligibility to participate in the Plan for nonelective contributions. The employees who are excluded are:

- certain nonresident aliens who have no earned income from sources within the United States.
- employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan.

*Special Note:* The following applies with regard to the exclusion for the “Other Employer Plan exclusion”. If an eligible employees works for a 501(c)(3) tax-exempt entity and for a for-profit entity, the employee can participate under both 501(c)(3) organization's 403(b) and the for-profit's 401(k) plans.

### **When am I eligible to participate in the Plan?**

Provided you are an eligible employee, you will be able to make elective deferrals beginning on your date of hire.

Provided you are an eligible employee, you will be eligible to participate in Employer contributions on your date of hire. You will actually enter the Plan once you reach the entry date as described in the next question.

The following additional details apply with regard to eligibility for the Plan:

- Affilia Home Health “Fee for Service” Employees are excluded from the Plan Match and Non-Elective contributions.
- Effective June 30, 2012, employees of Affilia Home Health who as employees of VNA Community Care Services, Inc., were previously eligible to participate in the Lancaster General Health Retirement Savings Plan 403(b), and who become Participants in this Plan, shall be eligible for a discretionary employer contribution, and not the Plan’s Non-Elective contribution.

- NovaStream employees are excluded from the Non-Elective contribution.
- Any employee of Affilia Home Health who transfers employment from Affilia Home Health to another employer participating in the Plan, shall not be eligible for the discretionary employer contribution, but shall be eligible for the Non-Elective contribution.

### **When is my entry date?**

*Elective Deferrals:* Provided you are an eligible employee, you will be able to make elective deferrals beginning on your date of hire.

*Employer Match Contributions:* Provided you are an eligible employee, you may begin participating in the Plan's matching contributions once you have satisfied the eligibility requirements and reached your "entry date." Your entry date is the date you satisfy the eligibility requirements.

*Employer Nonelective Contributions:* Provided you are an eligible employee, you may begin participating in the Plan's nonelective contributions once you have satisfied the eligibility requirements and reached your "entry date." Your entry date is the date you satisfy the eligibility requirements.

### **What happens if I'm a participant, terminate employment and then I'm rehired?**

If the Employer rehires you following your prior termination of employment, you may begin to make elective deferrals immediately upon your rehire unless you are an excluded employee. If you leave the Employer to enter qualified military service and the Employer rehires you under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), you will have the right to make-up the elective deferrals which you could have made while engaged in qualified military service. If you think this may apply to you, ask the Administrator for more information.

### **Does my service with another Employer count?**

Your years of service with another employer may be counted as determined by your employer.

## **ARTICLE II CONTRIBUTIONS**

### **What kind of contributions may I make to the Plan and how do my contributions affect my taxes?**

As a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. The Plan refers to this as an "elective deferral." There are two types of elective deferrals, pre-tax deferrals and Roth deferrals. For purposes of this Summary "deferrals" or "elective deferrals" generally means both pre-tax deferrals and Roth deferrals.

If you make pre-tax deferrals, your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Federal income taxes on the pre-tax deferral contributions and on the earnings are only postponed.

If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the Roth deferrals and, if you meet certain conditions, the earnings on the Roth deferrals are not subject to federal income taxes when distributed to you. This means that the earnings

on the Roth deferrals may never be subject to Federal income tax. See "What are my tax consequences when I receive a distribution from the Plan?"

Both your pre-tax and Roth deferrals will be subject to Social Security taxes at the time of your deferral.

The Employer may make additional contributions to the Plan on your behalf. This Article describes these employer contributions and how these monies will be allocated to your account to provide for your retirement benefit.

### **How much may I contribute to the Plan?**

Your total elective deferrals in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The elective deferral limit for 2017 is \$18,000. After 2017, the elective deferral limit may increase for cost-of-living adjustments. You may also defer more than the elective deferral limit if you are eligible to make "catch-up deferrals" as described below.

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and exceed the elective deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2017 is \$6,000. After 2017, the maximum age 50 catch-up deferral limit may increase for cost-of-living adjustments. Any age 50 catch-up deferrals that you make will be taken into account in determining any Employer matching contribution made to the Plan.

You should also be aware that the annual elective deferral limit is an aggregate limit which applies to all deferrals you may make under this Plan and any other 403(b) plans, simplified employee pensions, SIMPLE IRAs, or 401(k) plans in which you may be participating, including those of another employer. Generally, if your total deferrals under all of these arrangements for a calendar year exceed the annual elective deferral limit, then you must include the excess deferrals in your income for the year. If you make excess deferrals you should request in writing that the excess deferrals be returned to you. If you fail to request such a return, you may be taxed a second time when the excess deferral is ultimately distributed from the Plan.

You must decide which plan you would like to have return the amount of any excess deferral. If you decide that this Plan should distribute the excess, you should communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which you made the excess deferrals. However, if you contribute excess deferrals to this Plan or any other plan maintained by the Employer, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings thereon to you by April 15 of the year following the calendar year in which you made the excess deferrals.

### **How do I make an election to defer?**

You must enter into a salary reduction agreement, which the Administrator will provide to you. The salary reduction agreement will explain the various rules, including any minimum or maximum amount which you may defer. The salary reduction agreement will explain the conditions for changing your deferral election or stopping deferrals altogether.

## **Does the Plan provide for automatic deferrals?**

Yes. As described below, the Employer will automatically withhold 6% of your compensation each payroll period and contribute that amount to the Plan as a pre-tax elective deferral. You may enter a salary reduction agreement at any time to select an alternative deferral amount or to elect not to defer in the Plan. If you have any questions concerning the application of this automatic contribution provision, please contact the Administrator.

The automatic deferrals are effective as of July 1, 2013 (Amended January 1, 2017). The automatic deferrals will apply to all participants who, as of that date, are not deferring at least the automatic deferral percentage.

The following applies to automatic deferrals: A Participant who makes an affirmative election to defer, or who was automatically deferred into the Plan, shall have their pre-tax elective deferral amount increased by 1% of compensation each year as of July 10, 2013, and each July 10th thereafter, unless the Participant specifically elects otherwise. The increase will continue each year until the you have reached a maximum pre-tax elective deferral rate of 10%. If you are automatically enrolled, then you will have your increase begin the July 10th of the Plan year following the Plan year of your automatic enrollment. If you are deferring exclusively on a Roth basis, then you will not have your elective deferral rate increased automatically. Rehired employees will be subject to the automatic deferral provisions at the initial Automatic Deferral Rate of 6%. The effective date of an employee's automatic deferral will be as soon as practicable after the employee is subject to automatic deferrals under the automatic contribution arrangement, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make a Contrary Election.

## **Am I vested in my elective deferrals and earnings?**

You will always be 100% vested in your elective deferrals and in the earnings on your deferrals. The Administrator will account for these amounts separately from any other amounts in your Plan account. When you become entitled to a distribution from the Plan, you will always be entitled to all amounts held in your elective deferral account. This account will be affected by the Plan investments. See "How is the money in the Plan invested?" below.

## **Will the Employer contribute to the Plan?**

Each year, in addition to depositing your elective deferrals, the Employer may contribute matching and nonelective contributions.

## **What is the Employer matching contribution?**

A matching contribution is a contribution the Employer makes based on your elective deferrals. If you do not make any elective deferrals, you will not receive any matching contributions.

The Employer will contribute a fixed amount equal to 50% of your elective deferrals. In applying this matching percentage, only elective deferrals up to 6% of your compensation per Plan year will be considered.

The following applies to matching contributions: Affilia Home Health "Fee for Service" employees are excluded from Employer Match Contributions.

If you make elective deferrals, you will always share in the Employer's matching contribution for that Plan year, regardless of the amount of service you complete during the Plan year.

**What is the Employer nonelective contribution?**

A nonelective contribution is a contribution the Employer makes to the Plan which is unrelated to whether you make any elective deferrals in that year.

Employer Basic Contribution: We will make the following nonelective contribution: A uniform 2% of each Participant's Compensation is allocated per pay cycle. Notwithstanding the foregoing, the 2% contribution shall not be allocated on behalf of any Employee of NovaStream LLC and employees of Affilia Home Health. In the event that a Participant who is eligible for Employer Basic contributions transfers to NovaStream, he/she shall immediately cease to be eligible for the allocation of Employer Basic contributions. Additionally, the 2% contribution will not be allocated on behalf of any Employee who is covered under the Lancaster General Health Special 457(b) Deferred Compensation Plan or the Lancaster General Health Special 457(f) Deferred Compensation Plan.Employer Transition Credit: An additional Employer Transition Credit shall be made on behalf of eligible participants by the Employer for the period beginning July 2013 and ending on December 31, 2016, and is based on the following criteria:

- (i) The participant must have been covered by the Final Average Pay formula under the Lancaster General Health Defined Benefit Plan (the "DB Plan") on June 30, 2013, and must be employed by the Employer on and after June 30, 2013.
- (ii) The participant must not have terminated employment after June 30, 2013 and been reemployed prior to December 31, 2016. For purposes of clarity, a participant shall no longer be eligible to receive Employer Transit Credit contributions in the event the participant terminates employment after June 30, 2013 and is reemployed prior to December 31, 2016.

The amount of the Employer Transition Credit contribution shall be determined based on the number of his/her points determined on June 30, 2013 in accordance with the following schedule:

<b>Number of Points*</b>	<b>Contribution Amount Expressed as Percentage of Eligible Compensation</b>
0 – 49.99	1%
50 – 79.99	2%
80 and Above	3%

\*Points are calculated as of June 30, 2013. There is no growth in age or service after June 30, 2013. Points are equal to the sum of a participant's age as of June 30, 2013 (based on the last birthday) and two times the years of credited service the participant had completed under the DB Plan as of June 30, 2013, with no rounding.

Employer Transition Credit contributions shall be allocated to the accounts of eligible participants on a payroll by payroll basis.

In the event that a participant who is eligible for Employer Transition Credit contributions, transfers employment after June 30, 2013 to the Heart Group, he/she shall continue to be eligible for the allocation of Employer Transition Credit contributions through December 31, 2016.

In the event that a participant who is eligible for Employer Transition Credit contributions, transfers employment after June 30, 2013 to Affilia Home Health or NovaStream, he/she shall immediately cease to be eligible for the allocation of Employer Transition Credit contributions.

Employer Discretionary Contribution: The following applies to nonelective contributions: A discretionary (basic) employer contribution will be made, subject to "board approval," for eligible employees of Affilia Home with the exception that a discretionary contribution will not be made for "Fee for Service" employees of Affilia Home Health. Additionally, employees of NovaStream and those employees covered by the LGH Special 457(b) deferred compensation plan are excluded from receiving an allocation of a discretionary employer contribution.

**How will the Employer nonelective contribution be allocated to my account?**

Your share of any nonelective contribution is determined by the following fraction:

$$\text{Nonelective Contribution} \quad \times \quad \frac{\text{Your Compensation}}{\text{Total Compensation of All Participants Eligible to Share}}$$

For example: Suppose the nonelective contribution for the Plan year is \$20,000 is available under this formula. Employee A's compensation for the Plan year is \$25,000. The total compensation of all participants eligible to share, including Employee A, is \$250,000. Employee A's share will be:

$$\$20,000 \quad \times \quad \frac{\$25,000}{\$250,000} \quad \text{or} \quad \$2,000$$

As a Participant employed during the Plan year, you will always share in the Employer's nonelective contribution for that Plan year regardless of the amount of service you complete during the Plan year.

If any related employers (related to the employer by common ownership) elect to participate in the Plan, the employees of those related employers may become participants. If this occurs, the related employers' nonelective contributions to the Plan will be allocated based on the same method as applies to the employer. Any nonelective contribution made by a related employer will be allocated only among the employees of the contributing employer who participate in the Plan.

**What compensation is used to determine my Plan benefits?**

For the purposes of determining your allocation of all contributions to the Plan, compensation has a special and highly technical meaning. The Plan generally defines compensation as the total amounts paid to the employee for services rendered to the Employer, although some items may be excluded. Salary deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included. In computing compensation, the Plan does not consider certain items, as described below:

- The Plan does not take into account compensation paid while you weren't a participant for any purpose.

- Compensation shall exclude, even if includable in gross income, (a) deferred compensation (whether deferred from the year of reference to a later year or received in the year of reference, having been deferred from the earlier year), other than elective contributions included above; (b) reimbursements or other expense allowances including automobile allowances; (c) cash and noncash fringe benefits; (d) relocation expenses; (e) severance pay; (f) all payments relating to tuition; (g) Self-Insured Disability payments other than short-term disability payments; (h) welfare benefits including the Employee Assistance Fund; (i) all sign-on bonuses and sign-on loans; (j) mandated payments (normally in the form of taxes or premiums) made by the Employer pursuant to law or regulation to provide such benefits as Social Security, unemployment compensation and workers' compensation; (k) amounts contributed by the Employer to or paid, from any other employee benefit plan to which the Employer contributes; and (l) payments related to settlements, or forgivable loans
- Compensation shall include the amount of any military differential wage payments made by the Employer to a Participant in accordance with Section 3401(h) and Section 414(u)(12) of the Code

### **Is there a limit on the amount of compensation that can be considered?**

For Plan years beginning on and after January 1, 2017, the amount of annual compensation that may be taken into consideration for Plan purposes is \$270,000. This amount may be adjusted after 2017 for cost-of-living increases.

### **Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions, including elective deferrals, (excluding age 50 catch-up contributions) that may be made to your accounts and any other amounts allocated to any of your accounts during the Plan year (such as forfeitures), excluding earnings. Beginning in 2017, this total cannot exceed the lesser of \$54,000 or 100% of your includible compensation. The dollar limit may be adjusted after 2017 for cost-of-living increases.

### **May I make "rollover" contributions to the Plan?**

At the discretion of the Administrator, you may be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs, provided such distributions are legally qualified to be rolled over into this Plan. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask your prior plan administrator or trustee to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from a prior plan. Alternatively, you may elect to deposit any amount eligible for rollover within 60 days of your receipt of the distribution. You should consult a qualified tax advisor to determine if a rollover to this Plan is in your best interest.

Your rollover will be placed in a separate account called a "rollover account." You will always be 100% vested in your rollover account. This means that you will always be entitled to all of your rollover contributions. Rollover contributions will be affected by any investment gains or losses. In addition, any Roth deferrals that are accepted as rollovers in this Plan shall be accounted for separately.

### **What are In-Plan Roth Rollover Contributions?**

**In-Plan Roth Rollover Contributions.** Effective May 11, 2015, if you are eligible for a distribution from an account and you are currently an employee, you may elect to roll over the distribution to a

designated Roth contribution account in the Plan (referred to as an In-Plan Roth Rollover Contribution). You may only roll over the distribution directly. However, loans may not be rolled over as an In-Plan Roth Rollover Contribution.

You may elect a deemed in-service distribution solely for the purpose of making an In-Plan Roth Rollover Contribution. If you elect an In-Plan Roth Rollover Contribution at a time that you are not otherwise entitled to a cash distribution (or in an amount greater than you are permitted to receive as a cash distribution), then you may not elect an in-service distribution of cash in addition to the distribution for which you elect an In-Plan Roth Rollover Contribution, except that you may request amounts be withheld for income taxes the Administrator reasonably believes you will owe as a result of the In-Plan Roth Rollover Contribution.

**Taxation and Irrevocable election.** You do not pay taxes on the contributions or earnings of your pre-tax accounts in the Plan until you receive an actual distribution. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a "qualified distribution" (explained below), you do not pay taxes on the earnings that are attributable to the contributions.

If you elect an In-Plan Roth Rollover Contribution, then the contribution will be included in your income for the year. Once you make an election, it cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the plan to pay the additional taxes. The In-Plan Roth Rollover Contribution does not affect the timing of when a distribution may be made to you under the Plan; the contribution only changes the tax character of your account. You should consult with your tax advisor prior to making such a rollover.

**Qualified Distribution.** As explained above, a distribution of the earnings on your Roth account will not be subject to tax if the distribution is a "qualified" distribution. A "qualified" distribution is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified" distribution, the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make the Roth rollover and ending on the last day of the calendar year that is 5-years later. See "What are my tax consequences when I receive a distribution from the Plan?" later in this SPD.

**Conditions and Limitations.** You are eligible to elect a deemed distribution solely for purposes of making an In-Plan Roth Rollover Contribution if you satisfy the conditions described below:

- you have attained age 59 1/2
- Vested non-distributable amounts prior to age 59 1/2

The following limitations apply to the deemed distribution:

- A deemed distribution can only be made from accounts which are 100% vested.

**Account restrictions.** You may elect a deemed distribution for purposes of making an In-Plan Roth Rollover Contribution only from the following accounts provided the account is 100% vested:

- pre-tax deferral accounts
- account(s) attributable to Employer matching contributions
- accounts attributable to Employer profit sharing contributions
- qualified nonelective contribution accounts
- rollover accounts (distributions may be made at any time)
- Employer Transition Credit Account

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans. Ask the Administrator if you need more details.

### **What are In-Plan Roth Transfers?**

**In-Plan Roth Transfers.** Effective May 13, 2015, as a participant under the Plan, you may make an In-Plan Roth Transfer (provided you are an Employee at the time of the transfer). An In-Plan Roth transfer allows you to elect to change the tax treatment of all or some of your pre-tax accounts provided the account is 100% vested, as explained below.

**Taxation and Irrevocable election.** You do not pay taxes on the contributions or earnings of your pre-tax accounts (including matching and profit sharing accounts) in the Plan until you receive an actual distribution. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a "qualified distribution" (explained below), you do not pay taxes on the earnings that are attributable to the contributions.

The In-Plan Roth transfer allows you to transfer amounts from your vested pre-tax accounts to an In-Plan Roth Transfer Account. If you elect to make such a transfer, then the amount transferred will be included in your income for the year. Once you make an election, it cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the plan to pay the additional taxes. The In-Plan Roth transfer does not affect the timing of when a distribution may be made to you under the Plan; the transfer only changes the tax character of your account. You should consult with your tax advisor prior to making a transfer election.

**Qualified Distribution.** As explained above, a distribution of the earnings on your Roth account will not be subject to tax if the distribution is a "qualified" distribution. A "qualified" distribution is one that is made after you have attained age 59 1/2 or is made on account of your death or disability. In addition, in order to be a "qualified" distribution, the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make the Roth transfer and ending on the last day of the calendar year

that is 5-years later. See "What are my tax consequences when I receive a distribution from the Plan?" later in this SPD.

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**Limitations.** The following limitations apply to the In-Plan Roth Transfer:

- A transfer can only be made from accounts which are 100% vested.

### **How is the money in the Plan invested?**

The Plan assets may be invested only in mutual funds or in annuity contracts issued by an insurance company. See the Administrator for further details regarding permissible investments.

You will be able to direct the investment of your Plan account, including your elective deferrals. The Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. If you have any questions about the investment of your Plan accounts, please contact the Administrator. If you do not direct the investment of your Plan account, then your account will be invested in accordance with the default investment alternatives the Employer establishes under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including the Employer and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. You must follow procedures in giving investment directions. If you fail to do so, then your investment directions need not be followed. You are not required to direct investments. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives as established under the Plan.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. The Employer and the Administrator will not provide investment advice or guarantee the performance of any investment you choose.

### **Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan will pay some or all Plan related expenses except for a limited category of expenses which the law requires the employer to pay. The category of expenses which the Employer must pay are known as "settlor expenses." Generally, settlor expenses relate to the design, establishment or termination of the Plan. See the Plan Administrator for more details. The expenses charged to the Plan may be charged pro rata to each Participant in relation to the size of each Participant's account balance or may be charged equally to each Participant. In addition, some types of expenses may be charged only to some Participants based upon their use of a Plan feature or receipt of a plan distribution. Finally, the Plan may charge expenses in a different manner as to Participants who have terminated employment with the Employer versus those Participants who remain employed with the Employer.

**Terminated employee.** After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

### **ARTICLE III DISTRIBUTIONS**

#### **Will I receive a distribution of my account if I terminate employment with the Employer?**

If you terminate employment for any reason and at any age (including retirement), and the value of your vested benefit does not exceed \$5,000, including any rollover contributions, then a distribution will automatically be paid to you even if you do not consent. Any distribution under this paragraph will be paid to you in a lump-sum distribution within a year after you terminate employment.

If your vested benefit exceeds \$5,000, then you will be entitled to a distribution in a reasonable time after you terminate employment. (See the question in the Article entitled "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then, effective June 13, 2011, the Plan treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

#### **What is the Plan's "normal retirement age"?**

You will attain your normal retirement age when you reach age 65. Normal retirement age does not control when you may receive distributions under the Plan.

If your employment terminates for reasons other than attainment of normal retirement age, you will be entitled to receive only your "vested percentage" of your account balance.

## What is my vested interest in my account?

You are always 100% vested (which means that you are entitled to all of the amounts) in your account attributable to the following:

- elective deferrals including Roth elective deferrals and catch-up contributions
- rollover contributions

**Vesting schedules.** Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan. You will always, however, be 100% vested if you are employed on or after your Normal Retirement Age.

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule.

Vesting Schedule Matching Contributions	
Years of Service	Percentage
Less than 3	0%
3	100%

Your "vested percentage" in your account attributable to nonelective contributions is determined under the following schedule.

Vesting Schedule Nonelective Contributions	
Years of Service	Percentage
Less than 3	0%
3	100%

The 3-year cliff vesting schedule applies to the Employer Basic contribution, Employer Transition Credit contribution, and the discretionary Employer contribution which applies to employees of Affilia Home Health.

## How does the Plan determine my Years of Service for vesting purposes?

To earn a year of service, you must be credited with at least 1,000 hours of service during a Plan year. (See the Article entitled "General Information About the Plan" for more information on receiving credit for hours of service.) The Plan contains specific rules for crediting hours of service for vesting purposes. The Administrator will track your service and will credit you with a year of service for each Plan year in which you are credited with the required hours of service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

## **As a veteran, will my military service count as service with the Employer?**

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you may be affected by this law, ask your Administrator for further details.

## **How will my benefits be paid?**

You may elect to receive your distribution under one of the methods described below:

- a single lump-sum payment in cash or, in certain circumstances, in property.
- monthly, quarterly, or annual installments over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies).
- the following annuity options: Annuity payment options as 50%, 75%, or 100% joint and survivor annuity and Single Life Annuity.. If you select an annuity option, then certain joint and survivor annuity rules come into effect. The Plan will explain these rules and your options when you request the distribution.
- Partial lump sum payments.

Your investment product may provide you with additional distribution options.

## **May I elect to roll over my account to another plan or IRA?**

If you are entitled to a distribution of more than \$200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). For this purpose, your Roth deferral account is treated separately.

If your vested interest in the Plan including rollover contributions exceeds \$1,000 and does not exceed \$5,000 and you do not elect either to receive or to roll over the distribution, then under certain circumstances your distribution must be rolled over to an IRA ("automatic rollover"). The IRA provider will invest the automatic rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. If this applies to you, you will be provided with details regarding your distribution rights and the automatic rollover IRA at the time you are entitled to a distribution. However, you may contact the Plan Administrator at the address indicated in this Summary for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

## **May I receive a loan from the Plan?**

You may be able to borrow from your Plan account unless your investment product provides otherwise. There are many complex rules affecting Plan loans and the Administrator can provide more information about Plan loans, if any are available.

## **ARTICLE IV DISABILITY BENEFITS**

### **How is disability defined?**

Under the Plan, disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. An investment product may use a different definition. You may be required to submit to a physical examination to determine whether you are disabled.

If you terminate employment because you become disabled, the Plan will distribute your account balance in the same manner as for any other non-death related termination.

## **ARTICLE V DEATH BENEFITS**

### **What happens if I die while working for the Employer?**

If you die while still employed by the Employer, your vested account balance will be used to provide your beneficiary with a death benefit.

### **Who is the beneficiary of my death benefit?**

If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. **IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE, AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.**

If you are married, you have named someone other than your spouse to be your beneficiary as described in the preceding paragraph, and wish to again change your beneficiary designation, your spouse must again consent to the change, unless you are changing your designation to name your spouse as your beneficiary. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

If you are not married, you may designate your beneficiary on a form to be supplied to you by the Plan.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the investment provider's documentation says otherwise:

- (a) Your surviving spouse;
- (b) Your children, including adopted children (per stirpes does not apply)
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

### **How will the death benefit be paid to my beneficiary?**

The death benefit will be paid to your beneficiary. The beneficiary may choose among the then available distribution options unless you elected the death benefit distribution method prior to your death.

### **When must the last payment be made to my beneficiary?**

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70 1/2 or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death. Some investment products may allow a person to use this five-year rule. See the Plan Administrator for further details.

Since your spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Administrator.

### **What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with us and subsequently die, your beneficiary will be entitled to the vested percentage of your remaining account balance at the time of your death. However, if you are receiving an annuity distribution at the time of your death, your designated beneficiary, if any, may receive nothing or may be entitled to any remaining payments according to the annuity contract.

## **ARTICLE VI IN-SERVICE DISTRIBUTIONS**

### **Can I withdraw money from my account while working for the Employer?**

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the Plan.

You may request an in-service distribution from the following account(s) and based on the following event(s). Some individual investment products may provide for additional in-service distribution options. Please see your Administrator for details:

- Your entire account once you reach age 59 1/2.
- In-Plan Roth Rollovers attributable to "distributable" and "nondistributable" employee pre-tax and Roth contributions are available for hardship distributions. Notwithstanding any provision of the Plan to the contrary, a participant who is absent from employment with the Employer or a Related Employer due to performing "Qualified Military Service" for a period of more than 30 days shall be treated as having a severance from employment for purposes of electing a distribution from his/her Elective Deferral Account. A Participant who elects to

receive such a distribution shall not be permitted to make Elective Deferrals to the Plan for six months following the date of any such distribution..

You may withdraw your rollover contributions, if any, at any time prior to severance.

The following conditions apply to in-service distributions:

- In-service withdrawals are not limited to one per Plan Year. Effective June 1, 2016, hardship distributions are only available from 403(b) account balances held by Prudential.

You may request a hardship distribution as described below. However, individual investment products may have their own rules relating to hardship distributions which would govern your situation. If you have questions, ask your Administrator for more details.

### **What is a hardship distribution?**

A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. You can receive a hardship distribution from elective deferrals. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependent or necessary for you, your spouse or your dependent to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or dependent;
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents; or
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.
- Federal, state, or local income taxes or penalties reasonably anticipated to result from a hardship distribution.

If you have one of the above expenses, a hardship distribution can be made only if all of the following conditions are satisfied:

- The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

- You have obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by your Employer;
- Your elective deferrals will be suspended for at least six (6) months after your receipt of the hardship distribution.

Any hardship distribution from elective deferrals will be limited, as of the date of distribution, to your total elective deferrals to date reduced by the amount of any previous distributions made to you from your elective deferral account. Ask the Administrator if you need further details.

## **ARTICLE VII TAX TREATMENT OF DISTRIBUTIONS**

### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

If you receive distribution of a Roth deferral, since you paid current federal income tax on the deferral contribution in the year of deferral, the deferrals are not subject to federal income taxes when distributed to you. The earnings on Roth deferrals are also tax free upon distribution if you receive a "qualified distribution" from your Roth deferral account.

In order to be a "qualified distribution," the distribution must occur after one of the following: (1) your attainment of age 59 1/2, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is 5 years later. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth deferral account is not a qualified distribution, the earnings distributed with the Roth deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan or 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

### **Can I reduce or defer tax on my distribution?**

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if

you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another qualified employer plan willing to accept the rollover. (See the question entitled "What are the In-Plan Roth Rollover Contributions?" for special rules on In-Plan Roth Rollovers). A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

## **ARTICLE VIII PROTECTED BENEFITS AND CLAIMS PROCEDURES**

### **Is my benefit protected?**

As a general rule, your interest in your account may not be alienated. This means your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, in general, your creditors may not attach, garnish or otherwise interfere with your account. However, creditor protection of Plan assets is a complex subject and may be affected by bankruptcy and other laws. If you want specific information about possible protection of your Plan account from creditors, you should consult a qualified advisor.

### **Are there any exceptions to the general rule?**

Apart from possible access by creditors described above, there are two exceptions to the general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's administration. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount you are ordered or required by a court to pay the Plan. All or a portion of your benefits will be used to satisfy any such obligation to the Plan.

## **Can the Plan be amended?**

Yes. The Employer may amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

## **What happens if the Plan is discontinued or terminated?**

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

## **How do I submit a claim for Plan benefits?**

You or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Administrator or investment provider. An investment provider may have specific forms for this purpose.

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

## **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician chosen by the Administrator (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the

additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- (e) In the case of disability benefits where the disability is determined by a physician chosen by the Administrator:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, 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 will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination 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 will be provided to you free of charge upon request.

If your claim has been denied and you want to submit your claim for review, you must follow the Claims Review Procedure below.

### **What is the Claims Review Procedure?**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

- (a) **YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.**

**HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN CHOSEN BY THE ADMINISTRATOR, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.**

- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician chosen by the Administrator, then the Claims Review Procedure provides that:

- (a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- (b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
- (c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- (d) The health care professional engaged for purposes of a consultation in (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician chosen by the Administrator, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination 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 for benefits.
- (d) In the case of disability benefits where disability is determined by a physician chosen by the Administrator:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, 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 will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination 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 will be provided to you free of charge upon request.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

### **What are my rights as a Plan participant?**

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Administrator's office and at other specified locations, 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, upon written request to the Administrator, 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 an updated SPD. The Administrator may make a reasonable charge for 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.

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 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 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 \$110.00 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order procedures from the Administrator.

If it should happen that the Plan's 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.

### **What can I do if I have questions or my rights are violated?**

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

## **ARTICLE IX GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

### **General Plan Information**

The full name of the Plan is Lancaster General Health Retirement Income 403(b) Account. It has plan number 006.

This Plan was originally effective on June 13, 2011. The amended and restated provisions of the Plan become effective on January 1, 2017.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan year." The Plan year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily.

The Plan will be governed by the laws of Pennsylvania to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC).

The Plan permits the payment of Plan expenses to be made from the Plan assets. If the Employer does not pay these expenses, then the expenses paid using the Plan's assets will generally be allocated among the accounts of all participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated equally to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

**What is an "hour of service" under the Plan?**

An hour of service is:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same hours of service both under (a) or (b), as the case may be, and under (c).

**How are hours of service credited?**

However, in certain cases, the Plan does not credit you with your actual hours of service. Instead the Plan uses an "equivalency" method. Under this method you will be credited with a certain number of hours of service based on the Plan specified method. The methods available, and the hours of service required to be credited, are as follows:

<u>Method</u>	<u>Hours of Service Required to be Credited</u>
Daily	10 hours of service for each day in which you would otherwise be credited with one hour of service
Weekly	45 hours of service for each week in which you would otherwise be credited with one hour of service
Semi-monthly period	95 Hours of service for each semi-monthly period in which you would otherwise be credited with one hour of service
Monthly	190 hours of service for each month in which you would otherwise be credited with one hour of service

## **Other Service Crediting Conditions**

An employee shall also be credited with Hours of Service for days associated with Lancaster General College of Nursing & Health Sciences (renamed as Pennsylvania College of Health Sciences) which was scheduled to be open, but was closed or the opening was delayed and for which the employee would otherwise have been credited with Hours of Service had the closing or delay not occurred.

The Plan uses the weekly (45 hours) method.

## **Employer Information**

The Plan sponsor's name, address, identification number and business telephone number are:

Lancaster General Health  
555 North Duke Street  
Lancaster, Pennsylvania 17602  
23-2250941  
717-544-1177

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Administrator.

Other employers who have adopted the provisions of the Plan are:

Lancaster General Health Foundation  
Lancaster General Medical Group  
The Heart Group of Lancaster General Health  
Lancaster General Health - Columbia Center (Twin Rose)  
Pennsylvania College of Health Sciences  
Affilia Home Health  
NovaStream LLC  
Lancaster General Hospital  
The Community Care Collaborative, LLC

## **Administrator Information**

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

Lancaster General Health  
555 North Duke Street  
Lancaster, Pennsylvania 17602  
23-2250941  
717-544-1177

### **Service of Legal Process**

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Employer's chief executive officer, any Trustee or the Administrator.

### **APPENDIX PLAN EXPENSE ALLOCATIONS**

The Plan will assess against an individual participant's account the following Plan expenses which are incurred by, or are attributable to, a particular participant based on use of a particular Plan feature, listed by type and the amount charged (*check all that apply, and fill in the charge or method of determining the charge*). All fees are subject to change.

**Participant loan.** Participant loan fees.

Amount of application fee (includes processing and document preparation): \$ 50.00

Amount of annual maintenance fee: \$ 0.00

**Other (describe)**

DSO Account Maintenance: \$54.00

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*Note:* The Plan will charge on a pro rata basis to all participants all other plan related expenses (not described above) that the plan pays.

**LANCASTER GENERAL HEALTH RETIREMENT INCOME 403(B) ACCOUNT**

**PARTICIPANT LOAN POLICY (Amended)**

Lancaster General Health Retirement Income 403(b) Account permits loans to be made to active Participants, but not to Participants whose employment has terminated or who are Beneficiaries or an alternate payee under a Qualified Domestic Relations Order (QDRO), pursuant to a written loan policy. All references to Participants in this loan policy include Participants with respect to the Plan who are not Beneficiaries or an alternate payee under a Qualified Domestic Relations Order (QDRO), provided that the borrower must qualify as a "party in interest" as defined by ERISA Section 3(14), but not Participants whose employment has terminated. All current employees of the Employer and certain former Employees qualify as parties in interest. Effective January 1, 2017, the Loan Policy is amended and clarified for item #3 by adding two new paragraphs regarding a conversion to coupon or ACH repayments for certain active Participants or ineligible Employees as directed by the Plan Administrator, clarifying that an active Participant may also request a conversion to ACH payment and clarifying that a conversion fee in changing from payroll deduction to coupon payments is not applicable. *No other changes have been made and all other provisions remain in effect.*

Prudential Retirement, as the record keeper, is authorized to administer the Participant loan policy. A Participant must apply to the record keeper for a loan in the manner set forth by the Plan Administrator.

1. **LOAN APPLICATION/BORROWER QUALIFICATION.** Any active Participant may apply for a loan from the Plan. A Participant must apply for each loan with an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan.

All loan applications will be considered by the record keeper within a reasonable time after the Participant makes formal application.

The record keeper will not investigate the Participant's creditworthiness before making the loan as the loan will be treated as a directed investment of the borrower's Account.

An Employee may not make and the Plan will not accept a Direct Rollover of a loan note from the qualified plan of a Participant's former employer.

Please refer to the Administrative Services Agreement for applicable loan initiation and maintenance fees. The Plan Administrator, as to new loans, may increase these fees by notice to or agreement with the record keeper or other party administering loans and repayments.

2. **LOAN LIMITATIONS.** The record keeper will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan. With regard to any loan made pursuant to this program, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

- No loan in an amount less than \$1,000 will be granted to any Participant.
- A Participant may only have one loan outstanding per Participant from the Plan, but aggregated between this Plan and the Lancaster General Health Retirement Income Account

401(k) Plan (the "401(k) Plan"), as determined by the Employer. Loans that were made by any Participant under any of the legacy non-ERISA 403(b) plans of the Employer shall not be aggregated with the Plan and the 401(k) Plan for purposes of determining the one loan maximum.

- Loans are not available from 403(b) account values, held by funding vehicles outside of Prudential, for Participants with one or more legacy 403(b) accounts. A loan will only be permitted from specified account values held by Prudential.

- No loan may be made to a Participant sooner than 7 days after the outstanding loan balance of the prior loan has been repaid.

- Loan refinancing is not permitted.

- Loans will be permitted for any general purpose.

- Loans are not available from employer contributions and will be made from the following contributions in the following order:

First: Elective Deferrals and Rollover, pro rata

Second: Roth, Roth Rollover, and Roth In-Plan Rollover contributions, pro rata.

3. EVIDENCE AND TERMS OF LOAN. The record keeper will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, together with a commercially reasonable rate of interest.

The interest rate will be set by reference to the "bank prime rate." In accordance with the Plan Sponsor's direction in the Plan Criteria

Guidelines submitted to Prudential, Prudential will make any necessary rate changes based upon the "bank prime rate" plus 1%

Reported by the U.S. Federal Reserve on the last business day of a calendar quarter effective for loans made on and after the first

business day of the subsequent quarter. The source for the rate will be [www.federalreserve.gov](http://www.federalreserve.gov) or other websites that may provide the same information.

i. The interest rate on Participant loans will be declared quarterly; however, the Plan reserves the right to change the basis for determining the interest rate prospectively with thirty (30) days notice.

ii. These rights will only apply to a loan issued after the change(s) takes effect.

The loan will be repaid with biweekly payments but must by regulations provide at least quarterly payments under a level amortization schedule. If the Participant is currently employed by the Employer, the Plan Administrator will require the Participant receiving a loan from the Plan to enter into a payroll deduction agreement to repay the loan. Repayment will begin as soon as is administratively practicable following issuance of the loan, but no more than two months from the date the loan is issued. The Plan Administrator intends to remit payments by payroll deduction substantially by the 45<sup>th</sup> calendar day from the loan issuance date. Upon termination of employment

## Participant Loan Policy

and prior to expiration of the grace period, a Participant may request to make monthly payments by coupon book or ACH payment on a revised schedule of amount and payment dates calculated by the Plan Administrator or its agent to repay the loan with interest in full in substantially equal payments over the remaining original period of the loan. A conversion fee does not apply in changing from payroll deduction to coupon payments.

The loan will be repaid with biweekly payments but must by regulations provide at least quarterly payments under a level amortization schedule. If the Participant is currently employed by the Employer, the Plan Administrator will require the Participant receiving a loan from the Plan to enter into a payroll deduction agreement to repay the loan. Repayment will begin as soon as is administratively practicable following issuance of the loan, but no more than two months from the date the loan is issued. The Plan Administrator intends to remit payments by payroll deduction substantially by the 45<sup>th</sup> calendar day from the loan issuance date. Upon termination of employment and prior to expiration of the grace period, a Participant may request to make monthly payments by coupon book or ACH payment on a revised schedule of amount and payment dates calculated by the Plan Administrator or its agent to repay the loan with interest in full in substantially equal payments over the remaining original period of the loan. A conversion fee does not apply in changing from payroll deduction to coupon payments.

The Plan will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the Participant will use as a principal residence. The term for a home loan will be 15 years.

All loans will be considered a directed investment from the account(s) of the Participant maintained under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the account(s) of such Participant.

The Plan will charge that portion of the Participant's account balances with expenses directly related to the loan set-up, annual maintenance, administrative charges, and collection of the note. See the Appendix for Plan Expense Allocations for more details.

A loan, if not otherwise due and payable, is due and payable on the date of the Participant's termination of employment with the Employer unless the Participant is a "party in interest" as described above.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a Participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the Participant.

Loans may be paid in full at any time without penalty. Participants may contact the record keeper in order to obtain a payoff quote that is valid for 14 business days.

Partial prepayments of principal only will not change the amount or timing of subsequent payments due prior to pay-off of the loan, but will simply reduce the total number of payments to be made. In order to be processed as a prepayment of principal only, the

## Participant Loan Policy

Participant or Plan Administrator must notify Prudential that the payment needs to be processed as a principal only payment, and the amount should be sent as a separate payment, not with payments made in accordance with the amortization schedule. Unless otherwise directed by the Participant or an authorized representative of the Employer as of the trade date of receipt, payments made as required by the loan amortization schedule will be allocated to principal and interest in accordance with the amortization schedule.

4. **SECURITY FOR LOAN.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan (account balance) to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

5. **SPOUSAL CONSENT.** This plan is not subject to the Qualified Joint and Survivor Annuity requirements. The Participant is not required to obtain his/her spouse's consent to use the account balance as security for the loan regardless of the value of the Participant's account balance.

6. **FORM OF PLEDGE.** The pledge and assignment of a Participant's account balances will be in the form prescribed by the Plan Administrator.

7. **MILITARY SERVICE.** If a Participant separates from service (or takes a leave of absence) from the Employer because of service in the military and does not receive a distribution of his or her account balances, the Plan will suspend loan repayments until the Participant's completion of military service. The Employer will provide the Participant with a written explanation of the effect of the Participant's military service upon his or her Plan loan. While the Participant is on active duty in the United States military, the interest rate on the loan will not exceed six percent (6%), compounded annually.

8. **LEAVE OF ABSENCE/SUSPENSION OF PAYMENT.** The Plan Administrator will not suspend loan repayments during an approved leave of absence. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.

9. **PAYMENTS AFTER LEAVE OF ABSENCE.** When payments resume following a payment suspension in connection with a leave of absence authorized in 6 above, the Plan Administrator will select one of the following methods to repay the loan, plus accumulated interest:

- The Participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.
- The Participant may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a military leave of absence, the revised term of the loan will not exceed the maximum term

permitted above, augmented by the time the Participant was actually in United States military service.

10. DEFAULT. The record Keeper will treat a loan as in default if:

- any scheduled payment remains unpaid beyond 90 days after each due date (but the grace may extend the default date to the end of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment.
- the Participant makes or furnishes any false representation or statement to the Plan Administrator.

Upon default, the Participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the record keeper will offset the Participant's vested account balances by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

If the Participant is currently in default on a loan from this Plan, the Participant may not have an additional loan from this Plan unless the defaulted loan is either paid in full or offset prior to the new loan initiation.

11. FEES. If you apply for a loan, you will be charged for Plan expenses associated with the loan. The application fee (including processing and document preparation) is \$50.00. The annual maintenance fee is \$0.00. All fees are subject to change.

12. AMENDMENT AND INTERPRETATION OF POLICY. The Plan Administrator is charged under the Plan with establishing and administering this loan policy. The Plan Administrator may modify this policy from time to time or may terminate the Plan loan program. The Plan Administrator has discretion to interpret the provisions of this loan policy. The Plan Administrator's decisions regarding the application or interpretation of this loan policy are final and binding on participants.