



Elevate Your Retirement

Retirement Planning Guide

Let's Get Started!

You are eligible to join your company sponsored retirement plan!



A successful retirement tomorrow is the result of proper planning today. Saving and investing are both key to reaching your retirement goals. Start today and you will be on your way!

Redington-Fairview General Hospital is pleased to welcome you to the Redington-Fairview General Hospital 403(b) Plan.

**Redington-Fairview
General Hospital
403(b) Plan**

The Plan is a valuable benefit program offered to you as an employee of Redington-Fairview General Hospital. It can help you put money aside for a financially secure retirement. Through the Plan, you can save for retirement now so that you can have the income you'll need after you stop working.

Participating in the Redington-Fairview General hospital 403(b) Plan is easy. You contribute a portion of your pay to your Plan account each payday through convenient payroll deductions. Redington-Fairview General Hospital may also make contributions to your account. Contributions are then invested in the Plan's investment options you select.

There are tax benefits as well. Your qualifying pre-tax contributions, employer contributions and all earnings on your account are not subject to current federal income tax (or, where applicable, state or local taxes) until you take them out of the Plan. This tax deferral gives you retirement savings the opportunity to grow under favorable terms.

Joining the Plan is one of the more important decisions you'll make. We hope you take full advantage of what the Redington-Fairview General Hospital 403(b) plan has to offer.

PLAN HIGHLIGHTS

Who Can Participate?

All Current Employees are eligible to participate in the Plan.

When May I Join?

Eligible Employees may join the Plan at any time during the year.

How Do I Contribute to The Plan?

Through payroll deductions, you can make elective deferrals up to the maximum allowed by law. The dollar limit is \$22,500.00 for 2023.

If you have an existing qualified retirement Plan (pre-Tax), 403(b) tax deferred arrangement or governmental 457 plan with a prior employer or hold a taxable IRA account, you may transfer or roll over that account into the Plan on becoming a participant in the Plan.

Can I Make Catch-up Contributions To The Plan?

Special “catch-up” rules may allow you to defer more than the normal maximum contributions. Catch-up contributions are intended to help eligible employees make up for smaller contributions made earlier in their career.

If you are age 50 or older and make the maximum allowable deferral to your Plan, you are entitled to contribute an additional “catch-up contribution”. The maximum catch-up contribution is \$7,500 for 2023. See your Benefits Administrator for more details.

Can I Stop Or Change My Contributions?

You may stop your contributions anytime upon written notice. Once you discontinue contributions, you may start again as of the beginning of each payroll period.

You may increase or decrease the amount of your contributions as of the beginning of each payroll period.

How Does Redington-Fairview General Hospital Contribute To The Plan?

Redington-Fairview General Hospital will match your elective deferrals to the Plan as follows:

Years of Service	Matching Formula
0-1	0.0%
2-7	.75% match up to 1.5% of salary
8-14	1.5% match up to 3.0% of salary
15-19	2.0% match up to 4.0% of salary
20-25	2.5% match up to 5.0% of salary
26-30	3.0% match up to 6.0% of salary
31 and Greater	3.5% match up to 7.0% of salary

For more information on the match calculation please reference the Matching Contribution Procedure in Human Resources Office

PLAN HIGHLIGHTS

How Do I Become Vested In My Plan Account?

Vesting refers to your “ownership” of a benefit from the Plan. You are always 100% vested in your Plan contributions and your rollover contributions, plus any earnings they generate. Employer contributions to the Plan, plus any earnings they generate, are fully and immediately vested.

How Are Plan Contributions Invested?

You give investment directions for your Plan account, selecting from investment choices provided under the Plan, as determined by Redington-Fairview General Hospital.

You may change your investment choices anytime.

More information about your Plan’s investment choices can be found elsewhere in these materials.

When Can Money Be Withdrawn From My Plan Account?

Money may be withdrawn from your Plan account in these events:

Retirement at the Plan’s Normal Retirement Age of 65.

Your attaining age 59 ½.

Death.

Disability.

Termination of Employment.

In-service Withdrawal of any rollover contributions.

See your Summary Plan Description for more details about taking withdrawals from the Plan. Be sure to talk with your tax advisor before withdrawing any money from your Plan account.

May I Withdraw Money in Case of Financial Hardship?

If you have an immediate financial need created by severe hardship and you lack other reasonably available resources to meet that need, you may be eligible to receive a hardship withdrawal from your account. A hardship, as defined by the government, can include:

Buying a principal residence,

Paying for you or a dependent’s college education,

Paying certain medical expenses, or

Preventing eviction from or foreclosure on your principal residence, or

Payment of funeral expenses for my parent, spouse, or dependent, or

Payment to repair certain damage to my principal residence of a type that qualifies for a casualty loss or income tax deduction.

If you feel you are facing a financial hardship, you should see your Benefits Administrator for more details.

PLAN HIGHLIGHTS

May I Borrow Money From My Account?

The Plan is intended to help you put aside money for your retirement. However, Redington-Fairview General Hospital has included a Plan feature that lets you borrow money from the Plan.

The amount the Plan may loan to you is limited by rules under the tax law. In general, all loans will be limited to the lesser of: one-half of your vested account balance or \$50,000.

The minimum loan amount is \$1,000.

All loans must generally be repaid within five years.

You may have 2 loans outstanding at a time.

You pay interest back to your account. The interest rate on your loan will be the prime Rate plus 1%.

A \$175 processing fee for all new loans is charged to your account.

Other requirements and limits must be met, and certain fees may apply. Refer to the Summary Plan Description for more details about this participant loan feature.

How Do I Obtain Information About My Plan Account?

You will receive a personalized account statement quarterly. The statement shows your account balance as well as any contributions and earnings credited to your account during the reporting period.

You will also have access to an automated voice response system (1-800-716-3742) and Internet site (www.epicrps.com), which are designed to give you current information about your Plan account. You can get up-to-date information about your account balance, contributions, investment choices, and other Plan data. You will receive additional information on how to use the Voice Response System and Internet Site.

How Do I Enroll?

Simply complete the enrollment forms provided and return them to the person designated or your Benefits Administrator.

Summary Plan Description

The above highlights are only a brief overview of the Plan's features and are not legally binding document. A more detailed Summary Plan Description will be given to you. Please read it carefully and contact your Benefits Administrator if you have any further questions.



Welcome to your 403(b) Participant Website!

HOW TO ACCESS YOUR PARTICIPANT ACCOUNT

Log on to www.Go-retire.com and you may Log-in as the "Participant".

Login as
Participant

Username

Password

Login

[Forgot username/password?](#)

Initially your User ID is your socialsecuritynumber and your PIN is your date of birth in MMDDYYYY format.

HOW TO SET UP YOUR PARTICIPANT ACCOUNT

When logging in for the first time you will be prompted to set up your user information.

- ✓ Choose a new username and password,
- ✓ Select and answer password reset questions,
- ✓ Enter an e-mail address for device authorization and password resets.
- ✓ Receive an e-mail with link to register the device you are using
- ✓ Enter the Username and Password you just established and click Submit.
- ✓ Review and verify your Personal Information. You will be required to enter your Address. Your Phone Information is optional. Click Submit and you will be taken to your retirement account.

HOW TO MANAGE YOUR PARTICIPANT ACCOUNT

The online account access system offers a variety of tools to manage your retirement account.

- ✓ Investment guidance and savings education
- ✓ Transfer funds and realign balances – including auto-rebalancing
- ✓ Access monthly and quarterly fund performance information
- ✓ View online Fund Fact Sheets and prospectus detail
- ✓ Rate of return calculations on individual investments
- ✓ Have electronic statements emailed to you monthly

Additional Information About Your Account:

Any transaction requests that you initiate on any business day prior to 4:00pm EST will typically be processed that day. The entire process may take up to 2 business days to show in your account.

Account information is updated each business day.

If you have any questions or need assistance, please feel free to contact the Participant Service Center at 1-800-716-3742.

How Much Do I Really Need For Retirement?

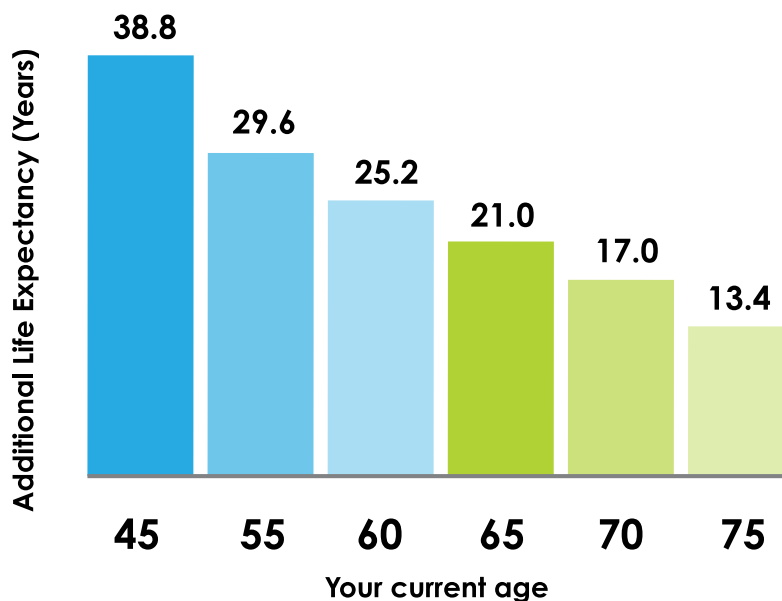
If you're like most people, you want your retirement years to be carefree years, without financial worries. Realistically, you should plan to save enough to replace the majority of your annual income for EACH YEAR of your retired life.

How Much Will You Need?

Industry experts suggest most people need to replace between 75% and 100% of their pre-retirement income for each year spent in retirement. This amount will depend on how you adjust your living standards in retirement.

How Long Will You Need It?

The great news is that we are all living longer! As a result, retirement can last decades, rather than years, and saving enough has become more important than ever.



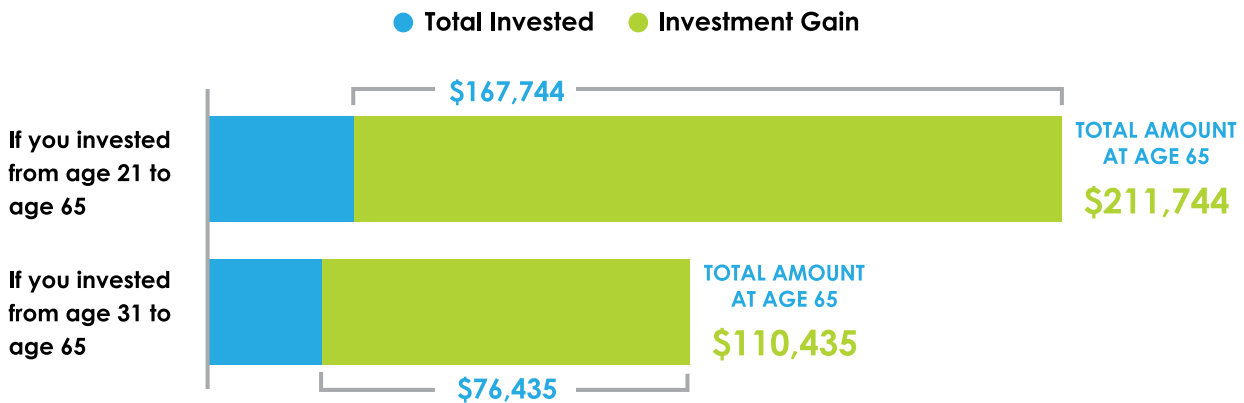
This table is based upon averages calculated by the IRS.
Source: IRS Single Life Expectancy Table



Start Early

Time can be your most important ally when you're saving for retirement. The longer you have to invest, the greater the potential benefits of compounded earnings. Starting early and increasing your savings gradually over time will help you come out ahead.

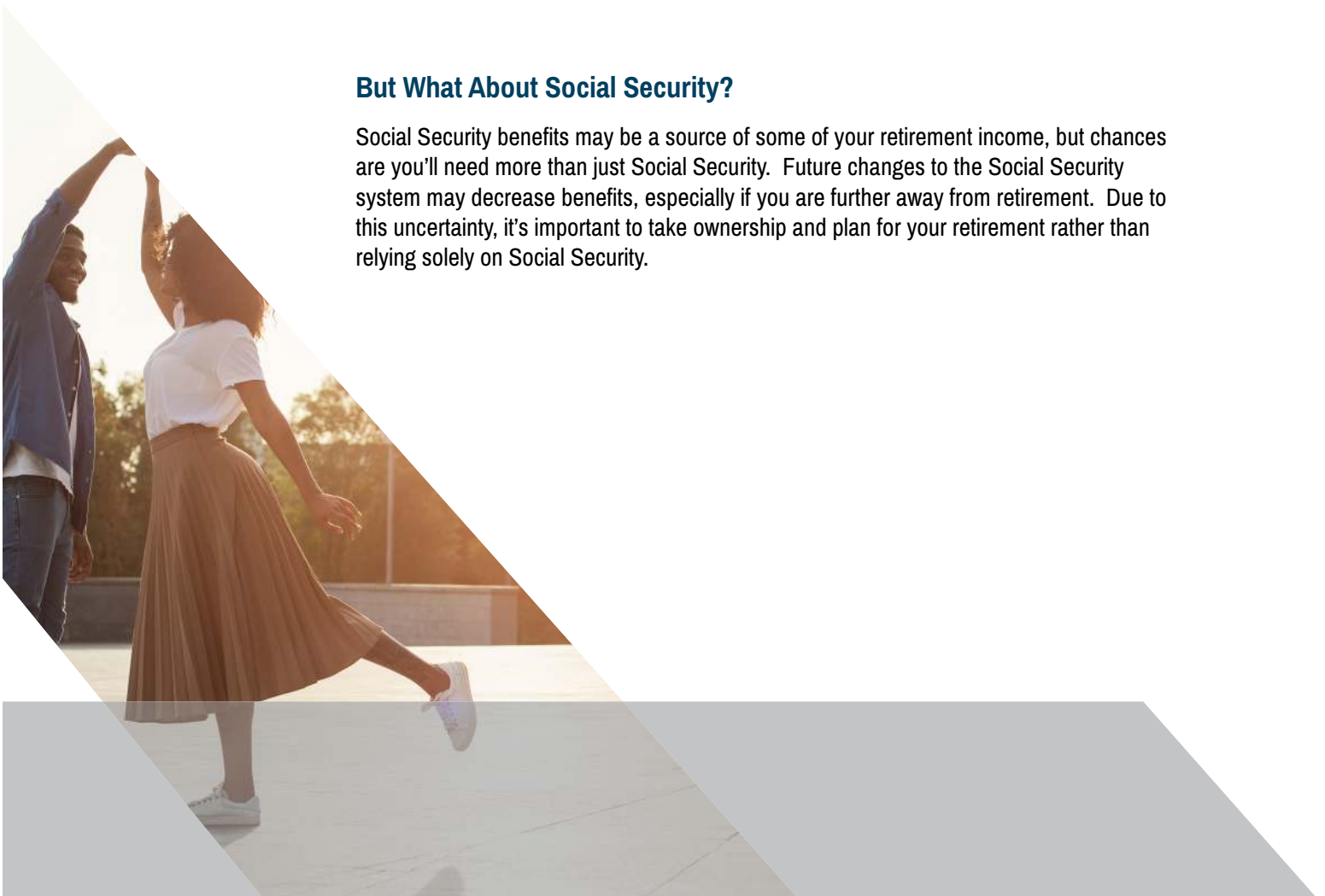
THE ADVANTAGE OF INVESTING EARLY



*Assumes single deposit of \$1,000 at beginning of year and a 6% annual return.
This chart is hypothetical and for illustrative purposes only. It is not indicative of any particular investments.*

But What About Social Security?

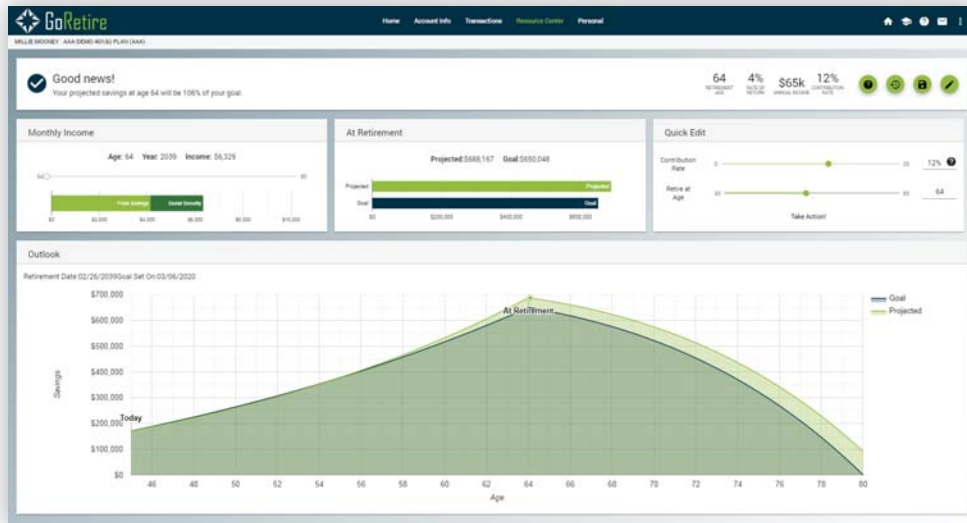
Social Security benefits may be a source of some of your retirement income, but chances are you'll need more than just Social Security. Future changes to the Social Security system may decrease benefits, especially if you are further away from retirement. Due to this uncertainty, it's important to take ownership and plan for your retirement rather than relying solely on Social Security.




My Retirement Goal

Use our online calculator to help determine your savings goal and how to get there.

After you log in, click here:



You will need to enter some basic data to get an instant and simple projection. To get a more robust and personalized retirement goal, click the pencil icon to open the 'edit drawer'. 

Here you can modify the assumptions being used to calculate your goal as well as add additional accounts or expenses you may have. The more information you add, the more accurate the projection will be.

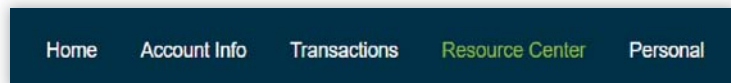
The 'Edit My Projection' dialog box contains the following values:

Values	
Contribution Rate	Annual Income
9%	\$55,000
Retire at Age	Life Expectancy
67	85
Percent of Salary Needed	Rate of Return
70%	7%

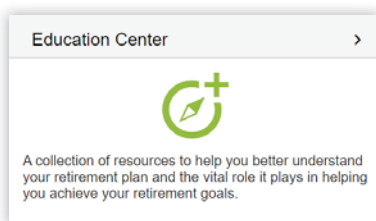


Retirement Education Center (REC)

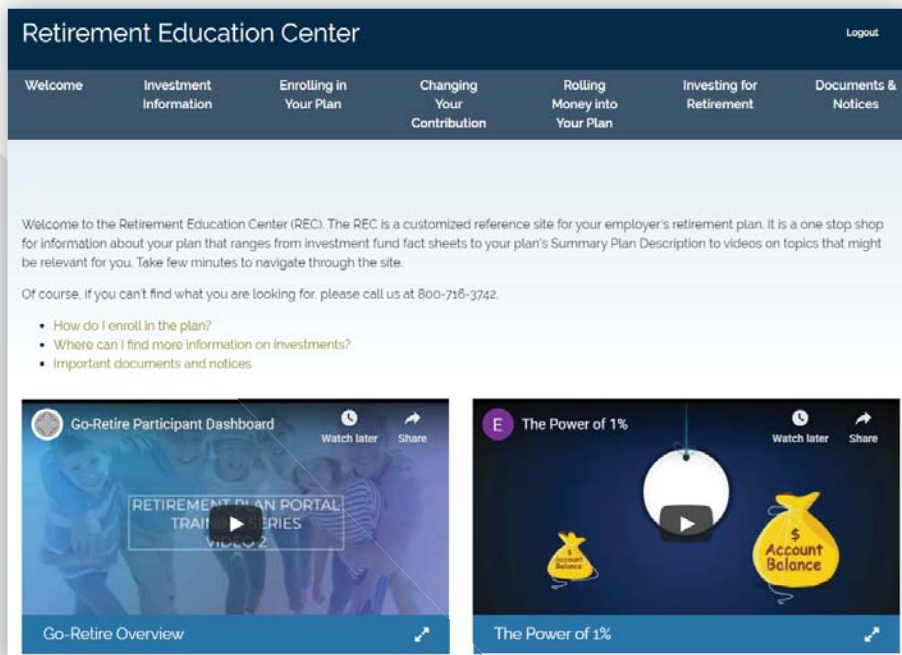
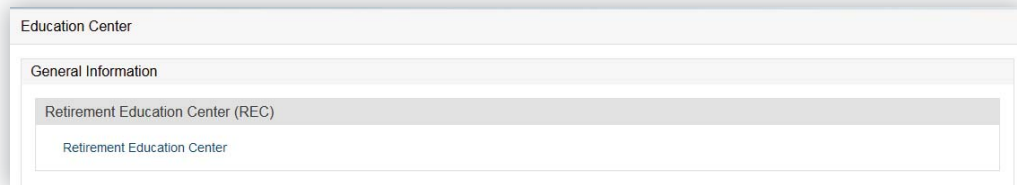
You can access the REC by selecting the link found in the Resource Center of your participant account.



The REC is a tool that contains information specific to your plan. Via the REC you have access to a variety of resources which can aid you in your retirement planning.



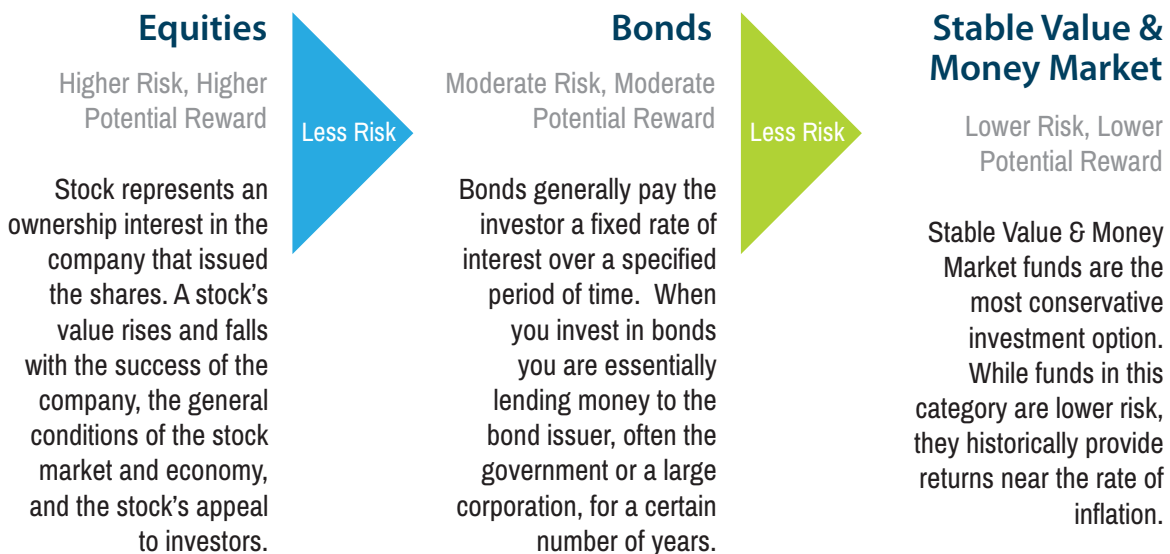
- Educational Videos
- Retirement Calculators
- Investment Information



Investing Basics

Once you've decided to save for retirement, the next decision is how to invest your money. Before you do, it's helpful to understand some basic concepts.

The investments available in your plan range from very conservative and less risky to very aggressive and more risky. Historically, riskier investments offer the opportunity for greater returns over time, but they also come with a greater chance for loss.

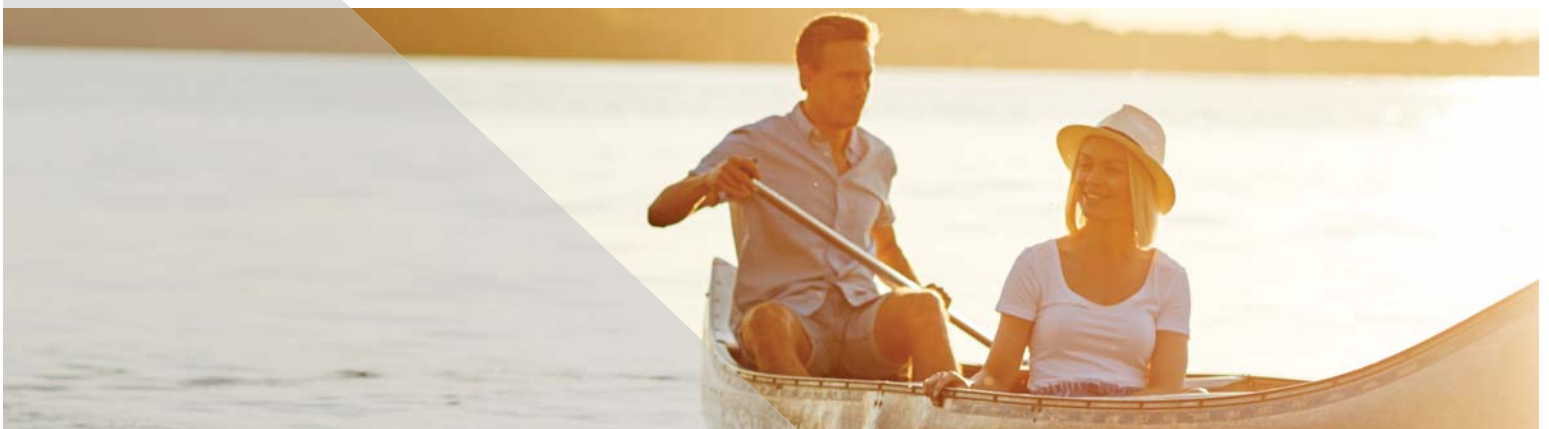


What is a Mutual Fund?

Mutual funds are investments that pool your money together with other investors to purchase shares of a collection of stocks, bonds, or other types of investments that might be difficult to amass on your own.

The information on the following pages will give you more detail about the types of investments available in your plan.

The information above is for informational purposes only. It is not intended to be investment advice.



Determine Your Asset Allocation

There are several important topics to consider as you make your investment selections:

- Review your **RISK TOLERANCE** - Align your exposure to the volatility of stocks with a level that makes you comfortable.
- Make sure your portfolio is **DIVERSIFIED** - Choose various types of investments that will behave differently to reduce your risk and volatility, or a single investment, like a target date or risk based portfolio that provides this diversification for you.
- **REBALANCE** your investments. Once you have determined the level of risk you're comfortable with, maintain that allocation by rebalancing, a feature that can be automated using the Go-Retire website. This feature is often inherent in risk based and target date funds.

Living with Investment Risk

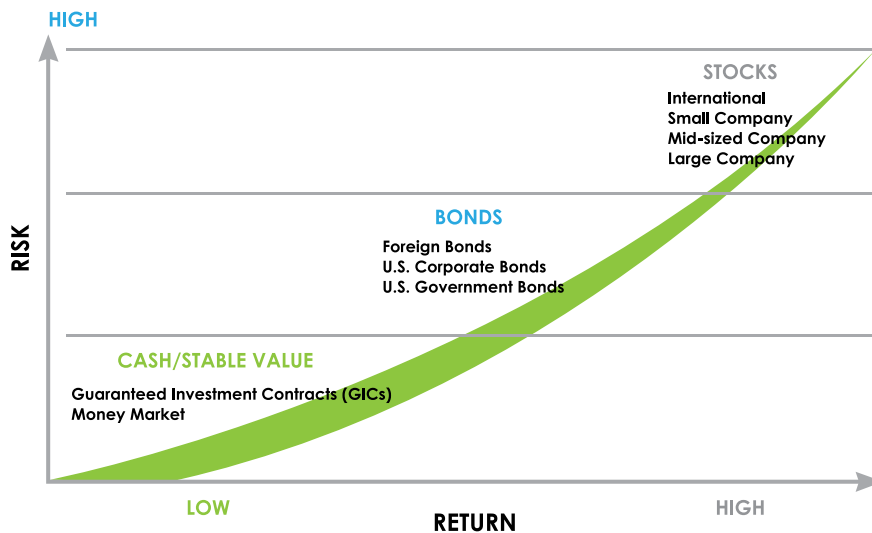
Understanding and learning to manage risk is important to your success as an investor. Typically, investments that present the most risk also offer the highest potential return. If you put your money in only low risk investments, you may not earn enough to meet your retirement savings goal. You need to know the risks associated with each investment class, the earnings potential of each type, your own risk tolerance, and investment strategies that can help you take all of these variables into account.

Calculate Your Risk

The degree of risk you're willing to take with your investments is known as your risk tolerance. Investors with longer investment time frames can generally tolerate more risk than investors who have shorter time frames — say, a few months or years — before they need their money. Over the short term, market volatility is a serious risk factor since the value of your investments may be down when you withdraw your funds. But, for long-term investors, you don't have the risk of needing to sell when the market drops. Therefore, the longer you have to invest, the more risk you may be able to tolerate.

However, time is only one consideration when you assess your risk tolerance. Your own comfort level is also important. If your investments are in asset classes that tend to fluctuate widely, you must be willing to accept that the value of your investments may drop significantly from time to time. Conversely, if you have invested very conservatively, you must consider the possibility that your returns will not keep up with inflation in the years ahead.

RELATIVE RISKS OF DIFFERENT INVESTMENTS



Risk Tolerance – Your Investor Profile

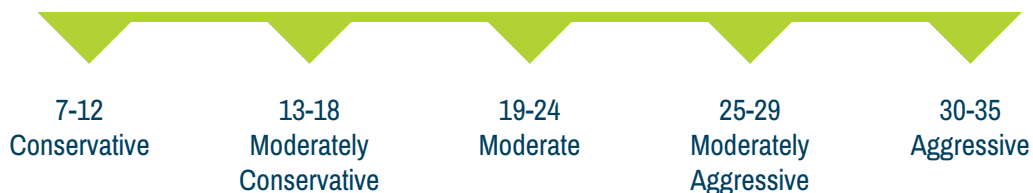
The quiz below can help give you an idea of how much risk you are able to tolerate in your portfolio. Read the following statements and select the corresponding option related to your level of agreement, age and time until retirement. Your total score will help you determine your Investor Profile which can be used as a guideline as you make your investment selections.

1 = strongly disagree 2 = disagree 3 = neutral 4 = agree 5 = strongly agree

1. I am knowledgeable about personal investing and economic issues.	1	2	3	4	5
2. I am willing to accept above-average risk to achieve above average return.	1	2	3	4	5
3. Staying ahead of inflation is very important to me.	1	2	3	4	5
4. If my investments lose money I can easily resist the urge to sell them.	1	2	3	4	5
5. I do not plan to make withdrawals from my retirement account prior to retirement.	1	2	3	4	5
6. My current age.	60 or over 1	50-59 2	40-49 3	30-39 4	Under 30 5
7. My approximate number of years until retirement.	5 yrs 1	10 yrs 2	15 yrs 3	20 yrs 4	25+ yrs 5

Total Score

Investor Profile



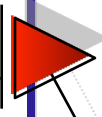
REMEMBER!

You will need to reevaluate your tolerance over the course of time as circumstances change. Feel free to revisit this questionnaire as often as you'd like to ensure that you are appropriately aligned.

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Mutual Fund Options

International/Specialty
Options

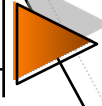


Dodge & Cox Intl.
Foreign Large
Value

MFS Global Equity
World Stock

Cohen & Steers
Realty Shares
Real Estate

Mid & Small Cap Equity
Options



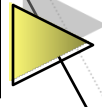
Hartford Midcap
Mid Cap Growth

Vanguard Mid Cap
Index
Mid Cap Blend

Vanguard Small
Cap Index
Small Cap Blend

T. Rowe Price New
Horizons
Small Cap Growth

Large Cap Equity
Options

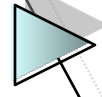


Vanguard 500 Index
Large Cap Blend

Vanguard Windsor II
Large Cap Value

Fidelity Contrafund
Large Cap Growth

Balanced Options



T. Rowe Price Capital
Appreciation
Moderate Allocation

Vanguard Wellesley
Income
Conservative Allocation
(DEFAULT)

Fixed Income
Options



Vanguard Short Term
Bond Index
Short Term Bond

Vanguard Total
Bond Index
Intermediate Term
Bond

Money
Market/Stable
Value
Options



Schwab
Government
Money Market

- risk +



REDINGTON FAIRVIEW GENERAL HOSPITAL 403(b) PLAN

Investment and Fee Notice

This document contains important information concerning our retirement plan. The first section provides you with information about the plan in general, including any expenses you might incur through participation in the plan or through taking advantage of different plan features. The second section provides information about the plan's investment alternatives, including any fees or expenses associated with those investments.

If you have any questions concerning any of this information, contact your Plan Administrator: REDINGTON-FAIRVIEW GNRL HOSP, PO BOX 468, SKOWHEGAN, ME 04976.

Other Plan Information

The Plan is intended to be an ERISA Section 404(c) plan. This simply means that you "exercise control" over some or all of the investments in your Plan account. The fiduciaries of the Plan may be relieved of liability, or responsibility, for any losses that you may experience as a direct result of your investment decisions.

As a Plan participant, you may request certain information from your Plan Representative listed above. This information includes: annual operating expenses of the Plan investments; copies of prospectuses, financial statements, reports, or other materials relating to Plan investments provided to the Plan; a list of assets contained in each Plan investment portfolio; the value of those assets and fund units or shares; and the past and current performance of each Plan investment.

You give investment directions for some or all your Plan account, selecting from investment choices provided under the Plan, as determined by Redington Fairview General Hospital and/or the Plan's Investment Manager. You can change your investments at any time.

In our plan, unless the Plan Administrator and/or Plan Trustee has delegated this responsibility to another person or entity, the Plan Administrator and/or the Plan Trustee has the responsibility for the voting and the tendering of mutual fund shares relating to the assets held by the trust.

The Plan offers a brokerage window option. In addition to the investment alternatives listed on the Comparative Chart, the Plan offers you the option of making your own investments through a brokerage account option. Please call the Participant Service Center if you would like more information about establishing a brokerage account and information about trading costs associated with a brokerage account. With a brokerage account you may choose to invest in a variety of stocks, bonds and mutual funds. Each investment selection may have a Shareholder-type fee or commission associated with the purchase or sale of a fund that varies among available investment options.

Plan Related Expenses

Retirement plans have different types of expenses.

Administration expenses - These are charges for general plan administrative services to the Plan that may include, but are not limited to, legal, accounting, custodial, trustee, investment advisory, participant education and recordkeeping expenses. In the Plan, these expenses may be paid partly by the Plan Sponsor and partly by participants. If applicable, a participant's explicit share of these expenses may be allocated on either a pro rata or a per capita basis. If applied pro-rata, your share of these expenses is based on the value of your account balance over the total assets in the Plan. If applied per-capita, your share of expenses is determined by dividing the total expense by the number of participants in the Plan. Deducted fees, if any, are displayed as a dollar amount on your quarterly statements.

The plan may benefit from revenue sharing. If it does, it is either credited back to the accounts of the participants that generated it or used to reduce expenses that could otherwise be deducted from participant accounts.

Recordkeeping Fee: Asset based fee of .0125%, assessed quarterly, on a pro rata basis.

Investment Advisor Fee: Assessed quarterly, on a pro rata basis.

Individual Expenses - These are expenses you may incur if you take advantage of certain Plan features.

- A \$75.00 lump sum distribution fee.
- A \$75.00 hardship distribution fee.
- A \$75.00 required minimum distribution fee.
- A \$175.00 loan setup fee for each new loan.
- A \$75.00 installment fee via check.
- A \$75.00 installment distribution via ACH.
- A \$350.00 Qualified Domestic Relations Order (QDRO) processing fee.

General Disclosures

Good Faith Compliance-The Plan's Recordkeeper and the Plan Administrator have acted in good faith in complying with the participant disclosure requirements as set forth under ERISA § 404(a)(5) and U.S. Department of Labor (DOL) Field Assistance Bulletin (FAB) 2012-2. The information contained within this disclosure reflects good faith compliance efforts based on guidance issued by the DOL at the time this document was prepared. Despite our best efforts, it is possible the information contained within this document does not include all of the information required under the regulations and DOL FAB 2012-2. If necessary, the Plan's Recordkeeper and the Plan Administrator will incorporate any additional information in a future disclosure. See DOL FAB 2012-2 (Q&A-37) at www.dol.gov/ebsa.

Right to Receive Paper Copies of Your Quarterly Participant Statement Free of Charge-Your quarterly participant statements are available electronically via the participant web. However, you have the right to request a paper copy of your quarterly statement free of charge at any time by contacting your Plan Administrator or Participant Service Center.

Overpayment of Benefits - If benefit payments are made to any person in excess of the amount due and payable under the Plan for any reason (including without limitation, mistake of fact or law, reliance on any false or fraudulent statements, information or proof submitted by a claimant, or the continuation of payments after the death of a participant or beneficiary), the Plan Administrator (or their delegate) may take the steps it deems appropriate to recover the amount of the overpayment.

REDINGTON FAIRVIEW GENERAL HOSPITAL 403(b) PLAN

Investment and Fee Notice

Reliance on Third-Party Database for Investment Information-The investment-related information is received from unaffiliated third parties. You must independently determine how to use and interpret the information set forth in this document, including whether you need the assistance of any professionals in interpreting the information included in this document. The Plan's Recordkeeper is not responsible for the manner in which you interpret the information in this document. Please note, some and perhaps all, of the information included in this document is time sensitive and subject to change.

REDINGTON FAIRVIEW GENERAL HOSPITAL 403(b) PLAN

Investment and Fee Notice

The table depicts the performance of the plan's designated investment alternatives over different time periods and allows you to compare them to an appropriate benchmark for the same time periods. While you cannot invest in a benchmark, the performance of the benchmark will give you an idea of how well the investment did in the same time period.

In addition to providing investment information, the table below shows fee and expense information for the plan's designated investment alternatives. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option.

Some investment options available in the plan may apply trading restrictions or shareholder type fees. The table below provides information on these restrictions and shareholder type fees.

Please note, past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money.

PERFORMANCE INFORMATION	Average Annual Total Return				As of	Gross Exp Ratio		Trade Rest.	Shareholder Fee
	1 YR	5 YR	10 YR	Incept		%	Per 1,000		
VANGUARD WELLESLEY INC-ADMIRAL (Fund ID VWIAX) idx:Morningstar Mod Con Tgt Risk TR USD US Fund Allocation--30% to 50% Equity	-9.01%	4.02%	5.69%	6.39%	12/31/22	0.16%	1.60	*	
T ROWE PRICE CAPITAL APPREC (Fund ID TRAIAX) idx:Morningstar Mod Tgt Risk TR USD US Fund Allocation--50% to 70% Equity	-11.84%	9.23%	10.92%	9.99%	12/31/22	0.59%	5.90		
DODGE & COX INTL STOCK FUND (Fund ID DODFX) idx:MSCI EAFE NR USD US Fund Foreign Large Value	-6.78%	1.25%	4.81%	6.46%	12/31/22	0.62%	6.20		
MFS GLOBAL EQUITY R4 (Fund ID MWELX) idx:MSCI World NR USD US Fund Global Large-Stock Blend	-17.75%	5.39%	8.52%	7.93%	12/31/22	0.89%	8.90		
VANGUARD TOTAL BOND INDEX-ADM (Fund ID VBTLX) idx:BBgBarc US Agg Bond TR USD US Fund Intermediate Core Bond	-13.16%	-0.01%	1.00%	3.19%	12/31/22	0.05%	0.50	*	
VANGUARD 500 INDEX ADMIRAL (Fund ID VFIAX) idx:S&P 500 TR USD US Fund Large Blend	-18.15%	9.39%	12.52%	6.85%	12/31/22	0.04%	0.40	*	
Fidelity Contrafund (Fund ID FLCNX) idx:S&P 500 Growth TR USD US Fund Large Growth	-27.12%	8.70%		10.24%	12/31/22	0.45%	4.50		
VANGUARD WINDSOR II - ADMIRAL (Fund ID VVWAX) idx:S&P 500 Value TR USD US Fund Large Value	-13.14%	8.70%	10.99%	7.44%	12/31/22	0.26%	2.60	*	
VANGUARD MID CAP INDX - ADMIR (Fund ID VIMAX) idx:S&P MidCap 400 TR US Fund Mid-Cap Blend	-18.71%	7.32%	11.10%	9.55%	12/31/22	0.05%	0.50	*	
HARTFORD MIDCAP (Fund ID HMDYX) idx:S&P MidCap 400 Growth TR USD US Fund Mid-Cap Growth	-24.11%	5.10%	10.91%	11.36%	12/31/22	0.84%	8.40		
T ROWE PRICE NEW HORIZONS (Fund ID PRJIX) idx:S&P MidCap 400 Growth TR USD US Fund Mid-Cap Growth	-36.91%	9.46%	13.96%	11.57%	12/31/22	0.64%	6.40		
Schwab Retirement Govt Money (Fund ID SNRXX) idx:FTSE Treasury Bill 3 Mon USD US Fund Money Market - Taxable	1.51%	1.13%		0.98%	12/31/22	0.21%	2.10		

REDINGTON FAIRVIEW GENERAL HOSPITAL 403(b) PLAN
Investment and Fee Notice

PERFORMANCE INFORMATION	Average Annual Total Return				As of	Gross Exp Ratio		Trade Rest.	Shareholder Fee
	1 YR	5 YR	10 YR	Incept		%	Per 1.000		
COHEN & STEERS REALTY SHARES (Fund ID CSRSX) idx:FTSE Nareit Equity REITs TR USD US Fund Real Estate	-24.96%	5.76%	7.75%	10.79%	12/31/22	0.93%	9.30		
VANGUARD SHORT TERM BOND - ADM (Fund ID VBIRX) idx:BBgBarc US Govt/Credit 1-5 Yr TR USD US Fund Short-Term Bond	-5.54%	0.78%	0.89%	2.40%	12/31/22	0.07%	0.70		
VANGUARD SMALL CAP INDX - ADM (Fund ID VSMAX) idx:S&P SmallCap 600 TR USD US Fund Small Blend	-17.61%	5.94%	10.11%	8.62%	12/31/22	0.05%	0.50	*	

* Although restrictions may apply at the fund level, they may be waived for retirement plans under certain circumstances. Refer to your fund's prospectus for more information.

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the Department of Labor's Web site for an example showing the long-term effect of fees and expenses at http://www.dol.gov/ebsa/publications/401k_employee.html. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

Please visit <http://www.investmentterms.com> for a glossary of investment terms relevant to the investment options available under this plan. This glossary is intended to help you better understand your options.

Please visit <https://rec-files.epicrps.com/funds/> for additional information about each of the designated investment alternative. Please contact the Participant Service Center should you have any issue with accessing the information or if you would like a free printed copy of the investment information.

Additional information and more recent performance about each of the designated investment alternatives can be accessed through your plan's Retirement Education Center (R.E.C.). Go to www.epicrps.com and enter RF3RF3 as the R.E.C. code in the designated R.E.C. field and click enter. To review additional investment information go to the Investment Information page on the R.E.C. You can access the fund's prospectus by clicking on the "P" icon. If you click on the "F" icon you will be directed to the fund's fact sheet.

Please contact the Participant Service Center should you have any issue with accessing the information or if you would like a free printed copy of the investment information, that is available via the R.E.C.

REDINGTON FAIRVIEW GENERAL HOSPITAL 403(b) PLAN
Qualified Default Investment Alternative Notice

Right to direct investment/default investment. You have the right to direct the investment of all of your accounts under the Plan (your "directed accounts") in any of the investment choices explained in the investment information materials provided to you.

We encourage you to make an investment election to ensure that amounts in the Plan are invested in accordance with your long-term investment and retirement plans. However, **if you do not make an investment election**, then the amounts that you could have elected to invest will be invested in a default investment that the Plan officials have selected.

Description of default investment. The default investment(s) are listed below.

Name	Gross Annual Expense Ratio	As of
VANGUARD WELLESLEY INC-ADMIRAL	0.16 %	12/31/2022

The investment seeks to provide long-term growth of income and a high and sustainable level of current income, along with moderate long-term capital appreciation. The fund invests approximately 60% to 65% of its assets in investment-grade fixed income securities, including corporate, U.S. Treasury, and government agency bonds, as well as mortgage-backed securities. The remaining 35% to 40% of fund assets are invested in common stocks of companies that have a history of above-average dividends or expectations of increasing dividends.

Right to alternative investment. If the Plan invests some or all of your accounts in the default investment, then you have the continuing right to direct the investment of your accounts ("directed accounts") in one or more of the other investment choices available to you as explained above. You may change your investments at any time.

This Notice contains only a brief description of the Plan's Default Investment and its fees and expenses. Please refer to the summary document for more detailed information.

Where to go for further investment information. To learn more about the Plan's investment alternatives and procedures for changing how your accounts are invested you can log onto the participant website or contact the Plan Administrator at:

REDINGTON-FAIRVIEW GNRL HOSP
PO BOX 468
SKOWHEGAN, ME 04976



SUMMARY PLAN DESCRIPTION

REDINGTON-FAIRVIEW GENERAL HOSPITAL 403(B) PLAN

January 1, 2009

SUMMARY PLAN DESCRIPTION

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I. INTRODUCTION

We are pleased to provide the following summary of your §403(b) Plan. This Plan is intended to provide you with retirement income through contributions made by you and your Employer. Once you become a Participant in this Plan, a Custodial Account will be established in your name to hold all contributions made by you and your Employer, as well as the investment earnings on those contributions. Your benefits at retirement will be equal to the value of your Account on the date you retire or separate from employment.

While this summary describes the principal provisions of the Plan, it does not include every limitation or detail. Every attempt has been made to provide concise and accurate information. If, however, there is a discrepancy between this booklet and the official Plan document, the Plan document will govern. You may examine the §403(b) Plan document during regular business hours at the Plan Administrator's office and obtain a copy of the Plan by written request to the Plan Administrator. You may be charged a small fee to cover copying costs.

You should read the Summary Plan Description carefully as it gives you a detailed description of your Plan, how it works, what benefits it provides, how they may be obtained and how they may be lost. If the summary does not answer your questions or if you need further information, contact the Plan Administrator.

II. PLAN DATA

A. Agent For Service Of Legal Process

The Agent for Service of legal process is the Plan Sponsor. The agent for service of legal process and the address at which process may be served is listed below. Additionally, service of legal process may also be made upon the Employer or the Plan Administrator.

Agent for Service of legal process:
Redington-Fairview General Hospital

Address:
46 Fairview Avenue
Skowhegan, ME 04976

B. Custodian

Name and Address:
Acadia Trust, N.A.
145 Exchange St.
Bangor, ME 04401

Telephone: (207) 299-1391

C. Effective Date

The Effective Date is the date on which this Plan was originally established or the date that an amendment to this Plan goes into effect.

This is an amended Plan. The initial Effective Date of the Plan was August 1, 2005; the Effective Date of the amended or restated Plan is January 1, 2009.

D. Employer

Name: Redington-Fairview General Hospital
Address: 46 Fairview Avenue
Skowhegan, ME 04976
Telephone: 207)474-5121

- E. **Plan Administrator**
The Employer is the Plan Administrator.
- F. **Plan Assets**
Plan assets are invested in Mutual Funds.
- G. **Plan Name**
Redington-Fairview General Hospital 403(b) Plan
- H. **Plan Year**
The Plan Year shall be the Calendar Year.
- I. **Three Digit Plan Number**
002
- J. **Type Of Plan**
The Plan is a defined contribution retirement plan designed to satisfy the requirements of Code §403(b)(7).

III. DEFINITIONS

- A. **Break In Service**
A Break in Service is a period of twelve (12) consecutive months during which you are neither credited with nor paid for more than 500 hours.

You will not incur a Break In Service if you enter the military service of the United States, provided that you return to work within the time period during which the law protects your employment rights. If you separate from employment and incur a Break In Service, all contributions to your various accounts are suspended. [See special rules relating to maternity and paternity leave below.] If you return to full time employment with the Employer subsequent to a Break In Service, your rights are explained in the section entitled "Vesting".

If you go on parental leave, you will be credited with enough additional Hours of Service (up to 501) to prevent a Break in Service, either in the year you leave employment or in the following year. The extra Hours of Service credited to prevent a Break in Service may only be used in one (1) Plan Year.

Example: You work 750 hours in the year that your child is born and you take parental leave. You will not receive any additional hours in that year because you did not have a Break in Service. However, if you do not return to work the next year, you will be credited with 501 Hours of Service to prevent a Break in Service from occurring in that year. Had you instead returned to work in that year, but only worked 300 hours, you will be credited with 201 additional Hours of Service to prevent a Break in Service.

If you are absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a Break in Service. Notwithstanding the foregoing, if you are absent from work beyond the first anniversary of the first day of absence from work for maternity or paternity reasons, such period begins on the second anniversary of the first day of such absence. The period between the first and second anniversaries of said first day of absence from work is neither a Period of Service for which you will receive credit nor is such period a Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of your pregnancy, (2) by reason of the birth of your child, (3) by reason of the placement of a child with you in connection with the adoption of such child by you, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. Hours of Service credited for parental leaves are used only to prevent a Break in Service, these do not count for calculating Years of Service for eligibility or vesting of benefits.

- B. Compensation**
The amount of Elective Deferrals you may make and the amount of any Employer Contribution you will be entitled to is based on a formula in the Plan and the amount of Compensation you receive. Generally, Compensation for Plan purposes is the total of your earnings for services provided to the Employer which are includable in your taxable income, including amounts reported on Form W-2 and any other taxable income not reported on Form W-2. Your Compensation for Plan purposes is measured on the basis of Compensation paid while a Participant in the Plan and includes all pre-tax contributions you make to this and any other Plan of your Employer.
- C. Disability**
A physical or mental illness which prevents you from working and which qualifies you to receive disability benefits under Social Security.
- D. Early Retirement**
Early Retirement is not provided under the Plan.
- E. Effective Date**
The date on which the Plan starts or an amendment is effective.
- F. Elective Deferral**
Employer contributions made to the Plan at your election instead of being paid to you in cash as part of your Compensation.
- G. Entry Date**
The date on which you enter the Plan after having met the Plan's eligibility requirements. If you are employed on the Effective Date of the Plan, you can begin to make Elective Deferrals on the Effective Date of the Plan. Other Employees may begin making Elective Deferrals as of their date of hire. See Section IV(E) for specific Entry Dates for Employer Contributions.
- H. Highly Compensated Employee**
A Highly Compensated Employee is any employee who during the current or prior Plan Year was a more than 5% owner of the company or who in the Prior Plan Year received Compensation of more than \$105,000 in 2008 or \$110,000 in 2009. The IRS may adjust the Highly Compensated Employee Compensation limit for inflation in future years.
- I. Hour Of Service**
You will receive credit for each hour you are (1) paid for being on your job, (2) paid even if you are not at work (vacation, sickness, leave of absence, or disability), or (3) paid for back pay if hours were not already counted. A maximum of 501 hours will be credited for any year in which you are paid but you do not work. Hours of Service will be calculated based on the actual hours for which you are paid or entitled to be paid.
- J. Includable Compensation**
Includable Compensation is not the same as income includable on your tax return. This type of Compensation is a combination of income and benefits received in exchange for services provided to your Employer. Includable Compensation does include the following amounts:
1. Elective Deferrals made under a Salary Reduction Agreement.
 2. Amounts contributed or deferred by your Employer under a Code §125 cafeteria plan.
 3. Amounts contributed or deferred, at your election under an eligible Code §457 nonqualified deferred compensation plan (state or local government or tax-exempt organization plan).
 4. Wages, salaries, and fees for personal services earned with the Employer maintaining your §403(b) account.
 5. Income otherwise excluded under the foreign income exclusion.

6. The value of qualified transportation fringe benefits (including transit passes, certain parking, and transportation in a commuter highway vehicle between your home and work).

Includable Compensation does not include the following items:

- Your Employer's contributions to your Code §403(b) account.
- Compensation earned while your Employer was not an Eligible Employer.
- Your Employer's contributions to a Qualified Retirement Plan that are on your behalf, and that you can exclude from income.
- The cost of incidental life insurance.

K. Most Recent Year Of Service

The Most Recent Year of Service is your last full Year of Service, ending on the last day of your Tax Year that you worked for the Employer that maintains a Code §403(b) account on your behalf.

L. Normal Retirement Age

Normal Retirement Age is the date on which the full value of your account becomes payable. Normal Retirement Age is defined as your attainment of age 65. The Normal Retirement Date shall be as of the date you attain Normal Retirement Age.

M. Spouse

The person to whom you are or were legally married, or your common law Spouse if common law marriage is recognized by the state in which you live. In order for your Spouse to receive a benefit under this Plan, he or she may not predecease you. A former Spouse may be treated as a "Spouse" under this definition if recognized as such under a Qualified Domestic Relations Order as explained at Section X(B) of this Summary Plan Description.

N. Tax Year

The period for which you must report income on your Federal income tax return. Generally, the tax return of most people is based on the calendar year.

O. Vendor

The insurance company or mutual fund complex from which the Employer may purchase Annuity Contracts or Mutual Funds and with whom the Employer enters into an agreement to fund benefits under the Plan.

P. Year Of Service

For purposes of determining whether or not you are eligible to receive Employer contributions, a Year of Service is a period of twelve (12) consecutive months, which is the same as the Plan Year, during which you are credited with at least 1000 Hours of Service.

For purposes of determining whether or not you are entitled to have an Employer contribution allocated to your account, a Year of Service is a period of twelve (12) consecutive months, which is the same as the Plan Year, during which you are credited with at least 1 Hour of Service.

For purposes of determining whether or not you are vested in your Account Balance attributable to Employer contributions, a Year of Service is a period of twelve (12) consecutive months during which you are credited with 1 Hour of Service. Whether you meet the Service requirement for vesting will be determined by the number of Hours of Service you are credited within the Plan Year that begins with your date of hire and succeeding Plan Years.

IV. ELIGIBILITY REQUIREMENTS AND PARTICIPATION

A. Eligibility To Make Elective Deferrals

The Plan shall cover all Employees upon their date of hire. Actual entry into the Plan is discussed at Section IV(E) below.

B. Eligibility Requirements for Other Contributions

With respect to Employer contributions, if any, made to this Plan, you must satisfy the following eligibility requirements:

To be eligible to participate, you must complete 1 Year(s) of Service.

You must have attained age 21 in order to be eligible to share in the Employer's Contribution.

C. Eligibility Computation Period

Whether you meet the Service requirement will be determined by the number of Hours of Service you are credited with in the Plan Year that begins after your date of hire and succeeding Plan Years.

If you terminate employment with the Employer and were a Participant before you terminated employment, you do not have to meet the eligibility requirements again. You will become a Participant on your date of rehire. If you did not meet the eligibility requirements at the time you terminated employment, you must meet the eligibility requirements as if you were a new Employee.

If you are in a group of Employees who is ineligible to participate in the Plan but later become eligible to participate, you will enter the Plan immediately on the next Entry Date, if you have met the Plan's age and Service requirements.

If you become ineligible to participate in the Plan because you are no longer an eligible Employee, you must stop making all Employee Contributions to the Plan and you will not receive future Employer Contributions. You may participate immediately if you again become an eligible Employee. All Years of Service with your Employer, even when you were not eligible, will be counted when calculating your vested percentage in your account balance.

D. Notification Of Eligibility

You will be notified when you have completed the requirements necessary to become a Participant. An eligible Employee who becomes a Participant is entitled to the benefits and is bound by all of the terms, provisions, and conditions of this Plan, including any and all amendments which may be adopted, and including the terms, provisions and conditions of any funding vehicle(s) to which Plan contributions for the Participant have been applied.

To participate in this Plan, you must complete the necessary enrollment form(s) and return them to the Plan Administrator. If you who have been notified that you are eligible to participate but fail to return the enrollment form(s) you will be deemed to have waived all of your rights under the Plan except the right to enroll at a future date.

E. Entry Date

For purposes of eligibility to make Elective Deferrals the Plan shall cover all Employees on their date of hire. Entry into the Plan for other types of contributions will be as of the first day of the month coinciding with or next following the date on which you meet the eligibility requirements.

F. Service With Other Employers

You will receive credit for eligibility if you worked for any predecessor organization of this company.

V. EMPLOYEE CONTRIBUTIONS

A. Elective Deferrals

As a Plan Participant, you can authorize the Employer to withhold any amount of your Compensation up to \$15,500 in 2008 or \$16,500 in 2009, [thereafter the limit may be indexed in \$500 increments] and to credit such amount to your account. Elective Deferrals may be made to the Plan up to the maximum percentage of Compensation or dollar amount permissible by law.

If you participated in a similar plan of an unrelated employer and your Elective Deferrals under this Plan and the other plan exceeds the \$15,500 limit for a given year, you are responsible for designating one of the Plans as receiving an excess amount (your Employer has no responsibility in this regard). If you choose this Plan as the one receiving the excess, you must notify the Plan

Administrator by March 1 of the following calendar year so that the excess and any income thereon can be returned to you by April 15.

When you perform qualified military service, generally, you are no longer able to make salary deferral contributions until you return to work. However, when you return to work, you will be given an opportunity to make up the Contributions that you could have made while you were on such leave. You will have a period of three (3) times the period of military service to make up missed salary deferrals, not to exceed five (5) years.

You may elect to amend your Salary Deferral Agreement to change your contribution percentage as permitted by the procedures explained to you by the Plan Administrator. Unless you are required to make Mandatory Elective Deferrals as a condition of employment, you may also terminate your contributions at any time. However, if you terminate contributions, you may not reinstate payroll withholding until the date specified in the instructions for the Salary Deferral Agreement. The Employer may also reduce or terminate your Elective Deferrals if required to maintain the Plan's qualified status.

The law also permits Participants who are age fifty (50) and over to contribute an additional amount to the §403(b) Plan in which they participate. These are called Catch-up Contributions. However, you must have contributed the maximum amount permitted to the Plan or by the law. In 2008, the maximum Catch-up Contribution that may be made is \$5,000. In 2009, this amount increases to \$5,500 (and as may be indexed annually for subsequent years).

B. Limitations On Contributions To The Plan

Generally, contributions to your §403(b) account are limited to the lesser of the limit on annual additions, or the limit on Elective Deferrals; this is referred to as your Maximum Amount Contributable ("MAC"). You should figure your MAC for the current year at the beginning of each tax year using a conservative estimate in your Compensation. If your Compensation changes during the year, you should refigure your MAC based on a revised conservative estimate. By doing this, you will be able to determine if contributions to your §403(b) account can be increased or should be decreased for the year.

The annual additions limit on the total contributions (Elective Deferrals and Non-Elective Contributions) is the maximum amount that can be made to your §403(b) account. The limit on annual additions generally is the lesser of \$46,000 in 2008, or \$49,000 in 2009, or 100% of your Includable Compensation for your Most Recent Year of Service. The dollar amount indicated may be indexed for inflation in subsequent years.

Depending on the type of contributions made to your §403(b) Plan account, only one of the limits may apply to you.

1. **Elective Deferrals Only.** If only Elective Deferrals are made to your §403(b) Plan account during the year you will need to figure both of the limits (the limit on Annual Additions or the limit on Elective Deferrals). Your Maximum Amount Contributable (MAC) is the lesser of the two limits.
2. **Non-Elective Contributions Only.** If the only contributions made to your §403(b) Plan account during the year were Non-Elective Contributions (Employer contributions not made under a Salary Deferral Agreement), you will only need to figure the limit on annual additions. Your MAC is the limit on annual additions.
3. **Elective Deferrals And Non-Elective Contributions.** If the contributions made to your §403(b) account were a combination of both Elective Deferrals made under a Salary Deferral Agreement and Non-Elective Contributions (Employer contributions not made under a Salary Savings Agreement) you will need to figure both the limits. Your MAC is the limit on the annual additions.

The Plan Administrator will provide you with worksheets to assist you in figuring your MAC.

There are other considerations in doing this calculation, for instance, if you contributed to more than one §403(b) account, you must combine the contributions made to all §403(b) accounts on your behalf by the Employer. Or, if you participated in a §403(b) plan and a Qualified Retirement Plan, you must combine contributions made to your §403(b) account with contributions to a Qualified Retirement Plan and simplified employee pension plans of all corporations, partnerships, and sole proprietorships in which you have more than fifty percent (50%) control. The Plan Administrator will provide you with a worksheet to figure your limit on annual additions.

C. Roth Elective Deferrals

Roth Elective Deferrals are not available in this Plan.

D. Calculation of Includable Compensation For Your Most Recent Year Of Service

When figuring your Includable Compensation for your Most Recent Year of Service, keep in mind that your Most Recent Year of Service may not be the same as your Employer's most recent annual work period. This can happen if your tax year is not the same as your Employer's annual work period.

When figuring Includable Compensation for your Most Recent Year of Service, do not mix compensation from service of one employer with compensation or service of another employer.

Your Most Recent Year of Service is your last full Year of Service, ending on the last day of your tax year that you worked for the Employer that maintains a §403(b) account on your behalf. If your tax year is not the same as your Employer's annual work period, your Most Recent Year of Service is made up of parts of at least two (2) of your Employer's annual work periods.

To figure your Most Recent Year of Service, begin by determining what constitutes a full Year of Service for your position. A full Year of Service is equal to full-time employment for your Employer's annual work period.

After identifying a full Year of Service, begin by counting the Service you have provided for your Employer starting with the Service you have provided for your Employer starting with the Service provided in the current year.

If you are a part-time Employee, or a full time Employee who is employed for only part of the year, your Most Recent Year of Service consists of your Service this year and your Service for as many previous years as is necessary to total one (1) Year of Service. You must add up your Most Recent Year of Service to determine your Most Recent Year of Service. First, take into account your Service during the year for which you are figuring the limit on annual additions. Then, add your Service during your next preceding tax year, and years before that, until either your total Service equals one (1) Year of Service or until you have taken into account all of your Service with the Employer.

If, at the close of the year, you have not yet worked for your Employer for one (1) year (including time you worked for the same Employer in all earlier years), use the period of time you have worked for the Employer as your Most Recent Year of Service.

E. Rollover Contributions

Rollover Contributions are retirement benefits you receive from another Code §403(b) retirement plan or special individual retirement arrangement (known as a "conduit" IRA) to this Plan. If you have already received a lump-sum payment from another Code §403(b) retirement plan and placed it in a separate "conduit" IRA, you may be eligible to redeposit that payment plus earnings in the IRA to this Plan. A rollover may be a "Direct Rollover" or a rollover of a distribution you receive from the old plan.

Rollover Contributions may be made to this Plan once you become an Employee. If you believe you qualify to make a rollover, see the Plan Administrator for more details. The last day you may make a Rollover Contribution to this Plan is the sixtieth day after you receive the distribution from the other plan or IRA. A Direct Rollover occurs when the trustee of the old plan directly transfers your assets from the old plan to this Plan. A separate account will be established for your Rollover Contribution. You are always 100% vested in your Rollover Account Balance and you will always have the right to receive the full amount of your Rollover Account Balance. However, your Rollover Account Balance will be affected by investment gains and losses (your account may increase or decrease in value).

The Plan will accept a Participant Rollover Contribution of an Eligible Rollover Distribution from the following types of plan(s):

A Qualified Plan described in Code §401(a) or §403(a).

An eligible plan under Code §457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from:

A Qualified Plan described in Code §401(a) or §403(a), excluding Voluntary After-tax Contributions.

An annuity contract described in Code §403(b), excluding Voluntary After-tax Contributions.

An eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state.

F. Transfer Contribution

Transfer Contributions may be made to this Plan once you become an Employee. If you believe you qualify to make a transfer, see the Plan Administrator for more details. A transfer occurs when the trustee of the old plan directly transfers your assets from the old plan to this Plan. A separate account will be established for your Transfer Contribution. You are always 100% vested in your Transfer Account Balance and you will always have the right to receive the full amount of your Transfer Account Balance. However, your Transfer Account Balance will be affected by investment gains and losses (your account may increase or decrease in value).

G. Special "Catch-Up" Election

If you are an Employee with fifteen (15) Years of Service with the Employer (provided the Employer has at all times been an educational organization, hospital, home health service agency, health and welfare agency, church, or convention or association of churches), you may increase your deferral limit by at least the following:

1. \$3,000,
2. \$15,000 minus amounts not included in the Participant's income in prior years pursuant to this "Catch-up" Election, or
3. \$5,000 times your Years of Service with the Employer minus prior Elective Deferrals to all Employer plans.

VI. EMPLOYER CONTRIBUTIONS

A. Safe Harbor Contributions

Safe Harbor Contributions are not being made to this Plan.

B. Matching Contributions on Elective Deferrals

Matching Contributions are contributions made to the Plan by the Employer on your behalf that are directly related to the amount of Elective Deferrals that you make to the Plan.

The Employer's Matching Contribution on Elective Deferrals will be determined each year and contributed to each eligible Participant.

The Employer's Matching Contribution on Elective Deferrals will be calculated on an annual basis.

C. Qualified Matching Contributions

Qualified Matching Contributions are not being made to this Plan.

D. Qualified Non-Elective Contributions

Qualified Non-Elective Contributions are not being made to this Plan.

E. Employer Non-Elective Contribution

The Employer may also contribute an additional discretionary non-elective amount determined in its sole judgment. Such additional contribution, if any, will be allocated to Participants in proportion to each Participant's Compensation. This contribution may be subject to a vesting schedule.

F. Eligibility To Receive A Contribution From The Employer

The Employer will make a contribution on your behalf if you are in an eligible class of Employees and have completed a Year of Service.

A Year of Service for eligibility to receive an allocation of Employer contributions will be determined on the basis of the Hour of Service method. A Year of Service for allocation accrual purposes will be credited to you upon completion of 1,000 Hours of Service.

G. Employer Contributions Due To Qualified Military Service

If you go on qualified military service leave, your Employer is required to restore your account when you return to work with any basic contributions that would have been made on your behalf, had you not been absent due to the leave. Your Employer has a period of three (3) times the period of your military service leave to make up such missed contributions, not to exceed five (5) years. When determining the contributions to be restored to your account, your Employer will use the salary you would have received during the period of your leave, based on your rate of pay during the twelve (12) month period preceding your leave.

H. Limitation On Combined Contributions

There is a limit on the total contributions, including your Elective Deferrals, allocated to all of your accounts for a limitation year. This limit is the lesser of 100% of your taxable Compensation received from the Employer, or \$46,000 in 2008 or \$49,000 in 2009 (and as may be indexed in subsequent years).

If you are required to receive money back from the Plan because you either deferred too much or because the plan failed the special testing rules that apply to this Plan, the Plan will return your contributions according to the provisions described below. If Roth Elective Deferrals are returned to you, they will not be included in your income if they are timely distributed. However, any earnings on returned Roth Elective Deferrals will be included in your income in the year that the deferrals are distributed to you.

VII. ANTIDISCRIMINATION REQUIREMENTS

If the Plan does not provide Safe Harbor Contributions, special testing requirements apply to this Plan to insure that Highly Compensated Employees do not receive excessive benefits when compared to Non-Highly Compensated Employees. If you are highly compensated, your Employer Matching Contributions are limited to a multiple based on the average Employer Matching Contributions made on behalf of Non-Highly Compensated Employees. If the limit is exceeded, you may receive a correcting distribution of your personal contributions and may be required to forfeit all or part of the Employer Matching Contribution for the current year.

VIII. PARTICIPANT ACCOUNTS

A Custodial Account will be maintained in your name to show the value of your retirement benefit. Your Custodial Account will be increased by:

- A. your contributions,
- B. your allocated share of the Employer's contribution,
- C. your share of forfeited accounts of former Employees (these are amounts left behind by Employees who terminated before becoming 100% vested in their benefit), and
- D. your share of investment earnings and appreciation in the value of investments.

Your Custodial Account will be decreased by:

- E. any withdrawals or distributions made to you, and
- F. your share of investment losses and depreciation in the value of investments.

Contributions made by you and for you under the Plan and their earnings will be accounted for separately in one or more recordkeeping accounts. You will receive a statement showing the additions to and subtractions from your account or contract and the fair market value thereof as determined by the Plan Administrator. Statements will be provided not less than annually.

IX. VESTING

A. Determining Vested Benefit

Vesting refers to your earning or acquiring a nonforfeitable right to the full amount of your Custodial Account from Employer contributions. All Employee Contributions made by you including, as applicable, Elective Deferrals, Voluntary After-tax Contributions, Rollover Contributions, and Catch-up Contributions, plus or minus any earnings or losses, are always 100% vested and cannot be forfeited for any reason. Employer Qualified Non-Elective Contributions and Qualified Matching Contributions, if applicable, are also fully vested when contributed. You automatically become fully vested, regardless of the vesting schedule selected, upon attainment of Normal Retirement Age, upon retirement due to Disability, upon death, and upon termination of the Plan.

Any Employer contributions, and the earnings or losses thereon, not fully vested when contributed will vest as follows:

Vesting Schedules

Employees are 100% vested upon entry into the Plan.

B. Payment Of Vested Benefits

Benefits are payable when you attain your Normal Retirement Age or when you actually separate from Service, if later. If you separate from Service before attaining your Normal Retirement Age, you may request early payment of your vested benefit by submitting a written request to the Plan Administrator. If your vested Account Balance at the time of termination is not greater than \$5,000, your benefit will be paid as soon as feasible following your separation.

If your vested benefit exceeds \$5,000, you may defer the payment of your benefit until April 1 of the calendar year following the calendar year during which you attain age 70½. The portion of your Account Balance to which you are not entitled, is called a "forfeiture" and remains in the Plan for the benefit of other Participants.

C. Loss Of Benefits

There are only two (2) events that can reduce the value of your Custodial Account. One is termination of employment before you are 100% vested according to the vesting schedule described at Section IX(A) and the other is a decrease in the value of your Custodial Account from investment losses or administrative expenses or other costs of maintaining the Plan.

D. Reemployment

If you terminate service with your Employer, then later become re-employed, you will again become a Participant following your return to employment. If you are not a member of an eligible class of Employees and later become a member of the eligible class, you will participate immediately if you have satisfied the minimum age and Service requirements. Should you become ineligible to participate because you are no longer a member of an eligible class, you will participate upon your return to an eligible class.

All Years of Service will be counted when calculating your vested percentage in your new Account Balance. The following rules apply in connection with former Participants who are re-employed prior to incurring five (5) consecutive one (1) year Breaks in Service.

If you had a vested interest, received a distribution of that interest, and forfeited your non-vested interest, you have the right to repay the amount distributed to you. If you choose to repay, the non-vested portion of your Custodial Account will be reinstated. Such repayment must be made within five (5) years after your date of re-employment. If you do not repay the amount you received, the non-vested portion of your Custodial Account will be permanently forfeited at expiration of the five (5) year period. Whether you repay or not, your prior Service will count toward vesting Service for future Employer Contributions.

Example: Assume that you quit your job with your current Employer. At the time of termination you had completed four (4) Years of Service and had accrued a total benefit of \$10,000 under the Plan. Although this amount had been allocated to your Custodial Account, you were only 40% vested in that amount when you left. You decided to take a distribution of your vested Custodial Account balance (40% of \$10,000, or \$4,000) when you quit. The non-vested balance of your Custodial Account or (\$6,000) was forfeited. Three (3) years later, you became re-employed by the same Employer. Since you were re-employed within five (5) years, you have the right to repay the \$4,000 distribution you received when you quit. You would have to repay the \$4,000 within five (5) years of being rehired. If you do so, the non-vested portion of your Custodial Account (\$6,000) that was forfeited when you left will be restored to your Custodial Account. After restoration, you will be vested in 40% of this Custodial Account, but your vested percentage will increase based on your Years of Service after your re-employment. Your prior Service will always be counted when determining your vested percentage of Employer Contributions that you receive after re-employment.

If you were not vested in any portion of your Employer contributions as of your separation from service and are re-employed before incurring five (5) consecutive one (1) year Breaks In Service, you will be credited for vesting with all pre-break and post-break Service. Also, you will be entitled to have your prior Custodial Account balance restored and will continue to vest in that Custodial Account. If you are re-employed after incurring five (5) consecutive one (1) year Breaks in Service, you cannot increase your vested percentage in your prior Custodial Account balance.

X. IN-SERVICE DISTRIBUTIONS

A. Distributions During Employment

While not normally payable prior to separation from services, benefits may be paid from Custodial Accounts in accordance with the following provisions:

In-service withdrawals of your Vested Account Balance are permitted only after attaining age 59½, after incurring a Disability or upon incurring a Hardship (as explained below).

Hardship Withdrawals:

You may request a Hardship withdrawal of your Elective Deferrals by filing a written request. Investment earnings are not available for withdrawal. Prior to receiving a Hardship distribution, you must take any other non-taxable distribution and borrow the maximum nontaxable loan amount allowed under this and other plans of the Employer.

Any Hardship distribution is limited to the amount required to meet the financial need. Hardship withdrawals must be approved by the Plan Administrator and will be administered in a nondiscriminatory manner. Such withdrawals will not affect your eligibility to continue to participate in Employer Contributions to the Plan. Any withdrawals you receive under these rules may not be contributed back to the Plan and may be subject to taxation, as well as an additional ten percent (10%) penalty tax if the withdrawal is received before you reach age 59½.

A Participant who receives a distribution of Elective Deferrals on account of Hardship shall be prohibited from making Elective Deferrals under this and all other plans of the Employer for six (6) months after receipt of the distribution. Hardship withdrawals are limited to the lesser of the cumulative value of Elective Deferrals or the value of such contributions on the date of withdrawal.

Hardship withdrawals may be authorized based the facts and circumstances of the hardship on a uniform and nondiscriminatory basis.

Hardship withdrawals may be authorized only for the following reasons:

- to assist you in purchasing a personal residence which is your primary place of residence (not including mortgage payments),
- to assist you in paying post-secondary tuition and related expenses for you or your dependents for the next twelve (12) months,
- to assist you in paying expenses on behalf of you or your dependents for hospitalization, doctor or surgery expenses which are not covered by insurance,
- to prevent your eviction from or foreclosure on your principal residence,
- for burial or funeral expenses for your deceased parent, Spouse, child or dependent, or
- for expenses incurred for the repair of damage to your principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

B. Qualified Domestic Relations Order (QDRO)

A QDRO is a court order issued under state domestic relations law relating to divorce, legal separation, custody or support proceedings. The QDRO recognizes the right of someone other than you (the Alternate Payee) to receive all or a portion of your Plan benefits. You will be notified if a QDRO relating to your Plan benefits is received by the Plan.

A domestic relations order ("Order") shall specifically state all of the following in order to be deemed a QDRO:

- the name and last known mailing address of the Participant and of each Alternate Payee covered by the QDRO. However, if the QDRO does not specify the current mailing address of the alternate payee, the QDRO will be valid if the Plan Administrator has independent knowledge of that address;
- the dollar amount or percentage of the Participant's benefit to be paid to each alternate payee, or the manner in which the amount or percentage will be determined;
- the number of payments or period for which the order applies;
- the specific plan (by name) to which the Order applies.

The Order shall not be deemed a QDRO if it requires the Plan to provide:

- a type or form of benefit, or an option not already provided for in the Plan;
- increased benefits or benefits in excess of the Participant's vested rights;
- payment of a benefit earlier than allowed by the Plan's earliest retirement provisions; or
- payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another QDRO.

The benefit established by a QDRO may be distributed to the Alternate Payee as of the date the QDRO is determined to be qualified.

Promptly upon receipt of an Order which may or may not be qualified, the Employer shall notify the Participant and any Alternate Payee(s) named in the Order of such receipt, and include a copy of this paragraph. The Employer shall then make a determination as to the qualified status of the Order or shall forward the Order to the Plan's legal counsel for an opinion as to the qualified status of the Order. Within a reasonable time after receipt, the Employer or, if applicable, the Plan's legal counsel shall make a determination as to its qualified status and the Participant and any Alternate Payee(s) shall be promptly notified in writing of the determination.

If the "qualified" status of the Order is in question, there will be a delay in any payout to any payee including the Participant until the status is resolved. In such event, the Employer shall segregate the amount that would have been payable to the Alternate Payee(s) if the Order had been deemed a QDRO. If the Order is not a QDRO, or the status is not resolved within eighteen (18) months from the date the first payment would have to be made under the Order, the Employer shall pay the segregated amounts plus interest to the person(s) who would have been entitled to the benefits had there been no Order. If a determination as to the qualified status of the Order is made after the eighteen (18) month period described above, the Order shall only be applied on a prospective basis. If the Order is determined to be a QDRO, the Participant and Alternate Payee(s) shall again be notified promptly after such determination. Once an Order is deemed a QDRO, the Employer shall pay to the Alternate Payee(s) all the amounts due under the QDRO, including segregated amounts plus interest which may have accrued during a dispute as to the Order's qualification.

Participants and Beneficiaries under the Plan may obtain without charge a copy of QDRO procedures from the Plan Administrator.

C. **Participant Loans**

Participant loans are permitted by this Plan. The rules are covered in a loan policy which is available from the Plan Administrator. If you are interested in obtaining a Participant loan, you may apply to the Plan Administrator to request a loan from the Plan under established procedures. The Plan Administrator shall have the sole right to approve or disapprove your application provided that loans shall be made available to all Participants on a reasonably equivalent basis. Loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other Employees. Any loan granted under the Plan shall be made subject to the following rules:

1. No loan shall exceed the lesser of either \$50,000 reduced by the excess, if any, of the highest outstanding balance of loans during the one (1) year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or one-half of your Account Balance reduced by any outstanding collateral agreement relating to same. In applying this limit, all loans from all plans of the Employer and other members of a group of employers described in Code §§414(b), 414(c), and 414(m) are aggregated.
2. All applications must be made in accordance with the procedures established by the Plan Administrator or other party to whom the Plan Administrator has delegated authority.
3. Any loan shall bear interest at a reasonable rate as of the time of application, unless the Plan Administrator sets forth another method for determining interest rates in its loan procedures. The loan agreement shall also require the payment of principal and interest be amortized in level payments not less than quarterly.
4. A loan shall not exceed five (5) years except for a loan used to acquire a house, apartment, condominium or mobile home that is to be used as the principal residence of the Participant. The term of such home loan can be up to ten (10) years. As part of the loan procedures, the Plan Administrator may suspend a Participant's required loan payments during a period of military service.
5. If your loan application is approved, you shall be required to sign a note, loan agreement and assign up to fifty percent (50%) of his or her interest in the Plan as collateral for the loan.
6. The portion of the Account Balance used as security for a loan shall be considered for purposes of determining the amount of the Account Balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan. If less than one-hundred percent (100%) of your Account Balance (determined without regard to the preceding sentence) is payable to the Surviving Spouse, the Account Balance shall be adjusted by first reducing the Account Balance by the amount of the security used as repayment of the loan, and then determining the benefit payable to the Surviving Spouse.
7. Your loan may be immediately due and payable if you terminate employment for any reason or fail to make a payment as provided in the loan agreement. If you terminate employment,

the Plan Administrator may immediately request payment of principal and interest on the loan. If you refuse payment following termination, the Plan Administrator may reduce the Participant's Account Balance by the remaining principal, interest and any loan charges on his or her loan. If your Account Balance is less than the amount due, the Plan Administrator shall take whatever steps are necessary to collect the balance due directly from you. However, no foreclosure on your note or attachment of your Account Balance will occur until a distributable event occurs in the Plan.

8. Any assignment or pledge of any portion of your interest in the Plan and a loan, pledge or assignment with respect to any insurance contract purchased under the Plan, shall be treated as a loan.
9. The Plan permits loans to be suspended for Participants who go on qualified military leave. The suspension can be longer than one (1) year and will not cause the loan to be treated as a taxable distribution, as long as loan repayments resume upon completion of the qualified military service; the payments resume in substantially level payments (these may not be less than the original loan repayment amounts) and at a frequency not less than the frequency required under the terms of the loan; and the loan is fully paid by the end of the period equal to the original loan period plus the amount of the military leave.

If you go on an authorized (non-military) leave of absence without pay from your Employer or at a rate of pay (after income and employment tax withholding) that is insufficient to cover loan repayments, suspension may not exceed twelve (12) months. The suspension will not cause the loan to be treated as a taxable distribution, as long as repayments resume when you return to work, the payments resume in substantially level payments (may not be less than the original loan repayment amounts, and the loan is fully paid by the last date permitted under the Internal Revenue Code which means the suspension of payments cannot extend the term of the loan beyond five (5) years, in the case of a loan that is not used to purchase a primary residence.

10. Your entire loan will be in default if:
 - You do not make a loan payment by the end of the calendar quarter following the quarter in which the loan was due with the exception that loan repayments will not be made due to qualified military service leave or due to an authorized (non-military) leave of absence.
 - If there is an outstanding balance at the end of the loan's maturity date;
 - You die; or
 - A lien is placed against your Account Balance which acts as collateral for the loan.

If you default on your loan, you will have to pay income taxes on your outstanding loan balance. If you are under age 59½ when the loan defaults, an additional ten percent (10%) penalty may apply.

XI. RETIREMENT BENEFITS

A. Retirement Benefits

The full value of your Custodial Account is payable at or after your Normal Retirement Age. If you continue to work beyond your Normal Retirement Age, you can request commencement of benefit payments. In either event, you will continue to fully participate in the Plan. The latest date for payment of your benefit is generally the later of April 1 of the calendar year following your attainment of age 70½ or April 1 of the calendar year following the year in which you separate from employment. If you are a five percent (5%) owner, the latest commencement date is April 1 following the calendar year in which you attain age 70½ even if you are still employed. If you separate from Service before retirement, you may elect to receive payments prior to attaining Normal Retirement Age.

B. Beneficiary

Every Participant and former Employee with a vested deferred benefit may designate a person or persons who are to receive benefits under the Plan in the event of his or her death. The designation must be made on a form provided by and returned to the Plan Administrator. You may change your

designation at any time. If you are married, your Beneficiary will automatically be your Spouse. If you and your Spouse wish to waive this automatic designation, you must complete a Beneficiary designation form. The form must be signed by you and your Spouse in front of a Plan representative or a Notary Public.

C. **Death Benefits**

In the event of your death, the full value of your Custodial Account will be paid to your Spouse in the Normal Form of Benefit described below. With your Spouse's written consent, a different Beneficiary can be named and a different payment option can be elected. If you are not married at the time of your death, the full value of your Custodial Account will be paid to your Beneficiary in the manner specified either by you or an election made by the Beneficiary. If you die after benefit payments have started under an installment payment option and after you have attained age 70½, your Beneficiary will continue to receive payments in accordance with the payment option you selected.

D. **Normal Form Of Benefit**

When benefits become due, you or your representative should apply to the Plan Administrator requesting payment of your account and specifying the manner of payment. The Plan Administrator will provide the necessary forms to you, your surviving Spouse, or your Beneficiary. The normal or automatic form of payment is a lump sum with no annuity option. If you do not wish to receive the normal form of payment when your payments are due to start, you may request payment of your benefit in installment payments over any payment period that does not exceed the life expectancy of you and your Beneficiary.

E. **Time Of Payment**

Distributions shall be paid to you as soon as administratively feasible following the date on which a distribution is requested by you or is otherwise payable. You will receive a distribution from this Plan in the event you continue on the same job for a different employer following a liquidation, merger, consolidation, or other corporate transaction of your Employer.

F. **Rollover Of Payment**

If your distribution is an "eligible rollover distribution," you may either have it paid directly to you or you may have it **directly** rolled over to another qualified plan or your IRA. The Plan Administrator will provide information to you about eligible rollover distributions shortly before your distribution is to occur.

If you do **not** have your benefits directly rolled over, the Plan Administrator will withhold twenty percent (20%) of the distribution for payment of Federal taxes. If you are under age 59½, the benefit payment will also be subject to a ten percent (10%) early distribution penalty. There is no tax withholding for the penalty tax that is paid when you file your Federal income tax.

You may do a rollover yourself, if you complete the rollover within sixty (60) days of when you received the distribution. Check with your personal tax advisor to make sure that your distribution is an eligible rollover distribution. However, the twenty percent (20%) of your payment that was withheld by your Employer will be taxable unless you also deposit an equivalent amount into a Qualified Retirement Plan or an IRA.

Example: You have a vested Account Balance of \$100,000 at the time you terminate employment. If you elect a direct rollover, the entire \$100,000 will be transferred to the trustee of another Qualified Retirement Plan or the IRA. The entire amount is reported as a rollover on your tax return, and you will not pay taxes. If you receive the benefit directly, twenty percent (20%) of the distribution (\$20,000) will be automatically withheld from your payment. You will receive only \$80,000. If within sixty (60) days you decide to roll over the entire \$100,000 to an IRA, you will need to deposit \$20,000 of your own money to make up the difference. If you do this, the \$20,000 withheld may be refunded to you when you file your taxes. However, if you do not, only \$80,000 will be rolled over and the remaining \$20,000 will be taxable income. If you are under 59½ when you receive your payment, you will also be subject to the ten percent (10%) early distribution penalty unless you qualify for an exception such as death or Disability.

Certain benefit payments are not eligible for rollover and therefore will also not be subject to the twenty percent (20%) mandatory withholding. The payments include:

- a. installments payments for a period of at least ten (10) years,
- b. hardship withdrawals; and
- c. minimum required distributions at age 70½.

You may delay payment of your benefit if your vested Account Balance is more than \$5,000 at the time you terminate Service. Generally, you do not have to take a withdrawal until your "Required Beginning Date", even if you have terminated employment. If you have terminated employment, your "Required Beginning Date" is the April 1st of the calendar year following the calendar year in which you attain age 70½. See your Plan Administrator for more details.

G. Involuntary Cash-Out Provisions

When you incur a Severance from Employment, you (and your Spouse, if applicable) must consent to any distribution when your Vested Account Balance exceeds \$5,000.

When you terminate and you do not make a timely election with respect to a cash-out distribution of an amount greater than \$1,000 but less than or equal to \$5,000, a direct rollover will be made of your Vested Account Balance into an Individual Retirement Account or Annuity (IRA). The Plan Administrator will select the IRA Trustee or Custodian, establish the IRA and make the initial IRA investment selection and provide you with the necessary information regarding the IRA.

H. Required Minimum Distributions

As required by law, your entire interest in this Plan must be distributed or begin to be distributed no later than your "Required Beginning Date". At that time, you must take at least a minimum amount called a "required minimum distribution."

During your lifetime, distributions generally will be based on the "Uniform Life Expectancy Table" published by the IRS. Upon your death, if you have named a Beneficiary or Beneficiaries (see the discussion in Article IX) their life expectancy generally will be used to determine their payments. These rules will be explained to you and your Beneficiary(ies) by the Plan Administrator once you reach age 70½ or earlier if you should die.

If you are not a more than 5% owner of your Employer, you may delay starting payment of your retirement benefits until you terminate employment, even if you are older than age 70½, however, if you are a 5% or more owner, you must take a distribution upon attainment of age 70½, even if you are still working. This is your Required Beginning Date.

You or your Designated Beneficiary(ies) may elect on an individual basis whether the five (5) year rule or the life expectancy rule described in the Plan document applies to distributions after your death. This election must be made no later than the earlier of September 30 of the calendar year following the calendar year in which you die, or by September 30 of the calendar year which contains the fifth anniversary of your (or, if applicable, your surviving Spouse's) death. If neither you nor your Designated Beneficiary makes an election under this paragraph, distributions will be made in accordance with the provisions of the Plan.

XII. INVESTMENTS

A. Custodial Account Arrangement

Amounts contributed to a §403(b) plan may be invested only in certain investment vehicles. Investment vehicles for this §403(b) plan are limited to custodial accounts for regulated investment company stock (mutual funds). The assets of the §403(b) Plan may be invested among alternative mutual funds considered prudent for this type of Plan.

B. Investment Management Responsibility

As a Plan Participant, you are responsible for the investment of your own account. A description of what investment vehicles are available to you and the procedures for making investment selections and changes in investment selections may be obtained from the Plan Administrator. If the Plan

invests or permits investments in mutual funds, Plan Participants are advised to consult the mutual fund prospectus, which may contain restrictions on the frequent trading of shares in response to short-term market fluctuations, a practice known as “market timing”. The prospectus may provide that the manager of the fund reserves the right to refuse purchase orders and fund exchanges if the fund manager believes the transaction would have a disruptive effect on the portfolio of the mutual fund. You may also have the right to reallocate your contributions to a different fund and to transfer contributions into and out of investments provided under the Plan, subject to possible restrictions on these types of transactions. The Plan Administrator may decline to implement investment directives where it in its sole discretion deems it appropriate (for example, directive may be declined for excessive trading, market timing, or for any other legitimate reason where the Plan Administrator, in fulfilling its fiduciary role under ERISA, believes that it would be imprudent to implement the directive). The Plan Administrator has the power to adopt such rules and procedures to govern all Participant elections and directions under the terms of the Plan.

C. **ERISA Section 404(c) Requirements**

This Plan is not intended to satisfy ERISA Section 404(c).

XIII. ADMINISTRATION

The Plan will be administered by the following parties:

A. **Employer**

The Employer is the party who has established the Plan and who has overall control and authority over administration of the Plan. The Employer's duties include appointing the Plan's professional advisors needed to administer the Plan including, but not limited to, the Custodian, Plan Administrator, accountant, attorney, actuary, or record keeper; selecting the mutual fund providers and/or insurance companies authorized to provide investment vehicles under the Plan; and selecting an Investment Advisor to manage Plan assets.

B. **Plan Administrator**

The Plan Administrator is responsible for the day-to-day administration of the Plan. Specific duties of the Plan Administrator include directing payments from Custodial Accounts; communicating with Employees regarding their participation and benefits under the Plan, including the approval of participant loans, hardship withdrawals, and the administration of all claims procedures; filing any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency; reviewing and approving any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer; and construing and resolving any question of Plan interpretation. The Plan Administrator's interpretation and application thereof is final.

C. **Custodian**

The Custodian is responsible to account for the investments held in your Custodial Account if custodial account provisions are applicable. These duties shall include receiving contributions under the terms of the Plan; investing contributions as directed by the Employer, Investment Manager or Plan Participants; making distributions in accordance with written instructions received from the Plan Administrator; keeping accounts and records of the financial transactions of the Custodial Account; and rendering periodic statements and/or reports showing financial transactions in the Custodial Accounts.

D. **Insurer**

The Insurer is responsible for the investment of contributions made to the Plan if annuity contract provisions are applicable. These duties shall include receiving contributions under the terms of the Plan; investing contributions as directed by the Employer, Investment Manager or Plan Participants; making distributions in accordance with written instructions received from the Plan Administrator; keeping accounts and records of the financial transactions; and rendering periodic statements and/or reports showing financial transactions.

E. Adjustments To Accounts

There may be circumstances which may result in the disqualification, ineligibility, or denial, loss, forfeiture, suspension, offset, reduction, or recovery of any benefits that a Participant or Beneficiary might otherwise reasonably expect the Plan to provide. These events are listed below:

- You leave the employ of the Employer prior to becoming one hundred percent (100%) vested in contributions made to the Plan on your behalf.
- A payment from your Plan account was required under the terms of a Qualified Domestic Relations Order.
- You do not meet the requirements of the Plan to receive a contribution.
- Your employment was terminated for cause.
- You failed to repay a Participant loan on a timely basis and an offset of that amount occurred in your account.

No benefits under this Plan may be assigned or transferred by you or any other person entitled to benefits. If any person attempts to assign, sell or otherwise transfer any benefits under the Plan, the Plan Administrator may terminate that person's interest in the benefit and dispose of that interest for the benefit of such person or the dependents of such person as it sees fit. However, your benefit under the Plan may be subject to the terms of certain divorce, child support or property agreements involving a Spouse, former Spouse or dependent.

If any person to whom a benefit is payable is, in the opinion of the Plan Administrator, unable to care for his or her affairs, than any payment due such person may be paid to a relative or other person deemed by the Plan Administrator to be the proper recipient on behalf of the person otherwise entitled to payments.

F. Imposition Of Fees Or Other Charges To Participants Or Beneficiaries

There may be investment fund transaction fees or expenses (e.g., commissions, front-end or back-end loads) associated with the investments that will affect your account. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, if applicable, reports or other offering documents, where available. Depending on the transaction involved there may also be fees involved as a condition to the receipt of a benefit under the Plan. Examples of the expenses that could be charged to you (or to your account) include:

- The administrative expenses for processing a hardship withdrawal.
- Calculation of benefits payable under different distribution options.
- Processing of benefit distributions, whether it is periodic or lump sum.
- The maintenance of your account if you have previously separated from Service and still maintain an account under the Plan (for terminated vested Participants).
- The determination of whether a court order is a Qualified Domestic Relations Order (QDRO).
- The administrative expenses for processing loans.

Fees which directly related to a Participant's account will be charged directly to the Participant's account to which the expense relates. The Employer reserves the right to allocate Plan expenses to Participant's account on a pro rata basis (i.e., proportionate to account balance).

Should any fees be charged to your account, the Plan Administrator will provide you with written information at the time of the transaction.

XIV. AMENDMENT AND TERMINATION

Only the sponsor of this Plan has the authority to amend this Plan. Any amendment, including the restatement of an existing Plan, may not decrease your vested Account Balance except to the extent permitted under Code §412(c)(8), and may not reduce or eliminate a Code §411(d)(6) protected benefit (except as provided under the Internal Revenue Code or any Regulation issued thereunder) determined immediately prior to the date of the adoption, or if later the effective date, of any amendment to the Plan. The Plan Sponsor may also terminate this Plan and may in its discretion amend the Plan to eliminate benefits only on a prospective basis; it has no legal authority to eliminate benefits that you have already earned.

Your Employer expects to continue the Plan indefinitely; however, in the unlikely event the Plan is terminated or if there is a complete discontinuance of contributions under a plan maintained by the Employer, all amounts credited to your account shall vest and become 100% vested, regardless of the Plan's current vesting schedule. Vesting means that you have earned the right to a portion of or the full amount of your account. Once you have "vested" a portion or the full amount of your account, that amount cannot be forfeited or taken away from you.

In the event of the termination of the Plan, the Plan Administrator shall direct the distribution of accounts to or for the exclusive benefit of you and your Beneficiaries. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another Eligible Retirement Plan or individual retirement account as selected by you and/or your Beneficiary. If you do not respond to the communication sent regarding the distribution of your assets in a timely manner, under the law the Plan Administrator has the right to "cash out" any Participant who does not respond to the communications regarding the Plan termination. That means a check will be sent to you at your last known address less any applicable withholding, representing your balance in the Plan. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

A partial termination may occur if either a Plan amendment or severance from Service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, only those Participants who cease participation due to the partial termination will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a Participant.

XV. ASSIGNMENT AND ALIENATION

No benefits under this Plan may be assigned or transferred by you or by any other person entitled to benefits. If any person attempts to assign, sell or otherwise transfer any benefits under the Plan, the Plan Administrator may terminate that person's interest in the benefit and dispose of that interest for the benefit of such person or the dependent of such person as it sees fit. However, a Participant's benefits under the Plan may be subject to the terms of certain divorce, child support or property agreements involving a Spouse, former Spouse or dependent.

XVI. LEGAL PROVISIONS AND RIGHTS OF PLAN PARTICIPANTS

A. Your Rights As A Plan Participant

As a Participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). The Pension Benefit Guaranty Corporation does not insure your benefits under this Plan since the law does not require plan termination insurance for this type of Plan. ERISA provides that all Plan Participants shall be entitled to the items described below.

B. Receive Information About Your Plan And Benefits

You may examine, without charge, at the Plan Administrator's office and at other specified locations such as work-sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

You are also entitled to receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Additionally, you may obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age under the Plan if you stop working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

C. Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

D. Benefit Claims Procedure For Claims

Benefits normally will be paid to Participants and Beneficiaries without the necessity of formal claims. You or your Beneficiary(ies), however, may make a request for any Plan benefits to which you believe you may be entitled. Any such request must be made in writing to the Plan Administrator.

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 for such benefits under the Plan is wholly or partially denied, the Plan Administrator shall furnish you or your Beneficiary (referred to below as a "claimant") or your authorized representative with a written or electronic notice of the denial within a reasonable period of time [generally, ninety (90) days after the Plan Administrator receives the claim or one hundred eighty (180) days, if the Plan Administrator determines that special circumstances require an extension of time for processing the claim and furnishes written notice of the extension to the claimant or his authorized representative before the initial ninety (90) day period ends], which sets forth, in an understandable manner, the following information:

- The specific reason(s) for the denial of the claim;
- Reference to the specific Plan provision on which the denial is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why that material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under ERISA §502(a) following a denial on review.

The Plan Administrator's written extension notice must indicate the special circumstances requiring an extension of time for processing the claim and the date by which the Plan Administrator expects to render its decision on the claim.

The claimant or his authorized representative may appeal the Plan Administrator's decision denying the claim within sixty (60) days after the claimant or his authorized representative receives the Plan Administrator's notice denying the claim. The claimant or his authorized representative may submit to the Plan Administrator written comments, documents, records and other information relating to the claim. The claimant or his authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim. For these purposes, a document, record or other information is "relevant" to the claim if it:

- was relied upon by the Plan Administrator in making its decision on the claim,
- was submitted, considered or generated in the course of the Plan Administrator's making its decision on the claim without regard to whether the Plan Administrator relied upon it in making its decision, or
- complies with administrative processes and safeguards which are designed to ensure and to verify that decisions on claims are made in accordance with governing Plan documents, whose provisions are applied consistently with respect to similarly-situated claimants.

The Plan Administrator's review of the claim and of its denial of the claim shall take into account all comments, documents, records and other information submitted by the claimant or his authorized representative relating to the claim, without regard to whether these materials were submitted or considered by the Plan Administrator in its initial decision on the claim.

The Plan Administrator's decision on the appeal of a denied claim shall be made within a reasonable period of time [generally sixty (60) days after the Plan Administrator receives the claim or one hundred and twenty (120) days if the Plan Administrator determines that special circumstances require an extension of time for processing the claim and furnishes written notice of the extension to the claimant or his authorized representative before the initial sixty (60) day period ends indicating the special circumstances requiring extension of time and the date by which the Plan Administrator

expects to render its decision on the claim]. The Plan Administrator will furnish the claimant or his authorized representative with written or electronic notice of its decision on appeal. In the case of a decision on appeal upholding the Plan Administrator's initial denial of the claim, the Plan Administrator's notice of its decision on appeal shall set forth, in an understandable manner, the following information:

- The specific reason(s) for the decision on appeal;
- Reference to the specific Plan provision on which the decision on appeal is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
- A statement describing any voluntary appeal procedures (including voluntary arbitration or any other form of dispute resolution) offered by the Plan and the claimant's right to obtain information sufficient to enable you or your Beneficiary to make an informed judgment about whether to submit a benefit dispute to the voluntary level of appeal, and a statement of the claimant's right to bring an action under ERISA §502(a).

E. Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits 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 medial child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

F. Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration of the U.S. Department of Labor listed in your 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, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

If more than one Employer maintains this Plan, you can obtain a complete list of all such Employers by making a written request to the Plan Administrator.

This booklet is not the Plan document, but only a Summary Plan Description of its principal provisions and not every limitation or detail of the Plan is included. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the official Plan document, the Plan document shall apply.

REDINGTON FAIRVIEW GENERAL HOSPITAL 403(b) PLAN

Electronic Statements Disclosure

As a participant in the Plan, you are entitled to receive a benefit statement on a periodic basis. These benefit statements will be provided to you electronically through the participant website.

The benefit statement includes important information regarding the Plan, including:

- Your total account balance under the Plan
- Your vested interest in your account balance
- The value of any investment options in which assets of your account are invested
- If you have the right to direct the investment of your account, information regarding (i) any restrictions on those rights, (ii) the importance of diversifying your investments, and (iii) the availability of investment information provided by the Department of Labor on its website.

The information required to be included in your benefit statement is available continuously through a secure website maintained by the Plan's third party service provider.

To access that information, log on to your participant website. Once you are logged in, your most recent benefit statement can be viewed. If you provide a valid email address, you will be notified by email each time a new benefit statement has been posted to the website.

If you would prefer to receive a paper copy of your benefit statement, please contact the Participant Service Center. The paper copy will be provided to you free of charge.

