

**June 30, 2020
SUMMARY PLAN DESCRIPTION
FOR
JPS HEALTH NETWORK 401(a) PLAN**

**Tarrant County Hospital District d/b/a JPS Health Network
Employer Identification Number: 75-6000439**

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Administrator.

HOW TO USE THIS SUMMARY

TABLE OF CONTENTS

The table of contents gives a detailed description of where specific information concerning a particular topic may be found.

GLOSSARY

Some terms used in the summary have special meanings. These terms are identified by capitalizing the term's first letter. To find out the exact meaning of a special term, there is a glossary at the end of this summary.

EFFECTIVE DATE

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on June 30, 2020. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before June 30, 2020.

MORE SPECIFIC INFORMATION

Some technical details and legal expressions contained in the formal Plan documents have been omitted in this summary. The formal Plan documents govern in administering and interpreting the rights of participants and their beneficiaries.

DAILY ADMINISTRATIVE CONTACT

The person or entity handling the day-to-day operations of the Plan is:

Tarrant County Hospital District d/b/a JPS Health Network
1500 S. Main St.
Fort Worth, TX 76104
(817) 927-1230

Any questions concerning the day-to-day operations of the Plan should be directed to the person or entity identified above.

TABLE OF CONTENTS

INTRODUCTION TO YOUR PLAN.....	1
HOW YOU SAVE	1
YOUR PLAN ACCOUNT	1
VESTING OF YOUR ACCOUNT	1
DISTRIBUTION OF BENEFITS	1
EMPLOYER DISCRETION.....	1
PLAN IDENTIFICATION INFORMATION	2
TYPE OF PLAN.....	2
ADMINISTRATOR.....	2
EMPLOYER	2
EMPLOYER'S EMPLOYER IDENTIFICATION NUMBER	2
FUNDING MEDIUM.....	2
TRUSTEE.....	2
AGENT FOR SERVICE OF LEGAL PROCESS.....	2
ELIGIBILITY TO PARTICIPATE.....	2
COVERED EMPLOYEES	2
TRANSFERS OF EMPLOYMENT	3
REEMPLOYMENT.....	3
YOUR CONTRIBUTIONS	3
ROLLOVER CONTRIBUTIONS	3
VESTED INTEREST IN YOUR CONTRIBUTIONS	4
EMPLOYER CONTRIBUTIONS	4
MATCHING CONTRIBUTIONS	4
NONELECTIVE CONTRIBUTIONS	5
VESTED INTEREST IN EMPLOYER CONTRIBUTIONS	5
VESTING SERVICE	6
PLAN INVESTMENTS	6
WHERE PLAN CONTRIBUTIONS ARE INVESTED	6
MAKING INVESTMENT ELECTIONS.....	6
VALUING YOUR ACCOUNT.....	7
LOANS FROM YOUR ACCOUNT	7
APPLICATION FOR LOAN	7
FEDERAL TAX RULES GOVERNING PLAN LOANS.....	7
COLLATERAL FOR LOAN	8
DEFAULT ON LOAN	8
SPECIAL LOAN RULES	8
IN-SERVICE WITHDRAWALS	8
NON-HARDSHIP WITHDRAWALS OF YOUR CONTRIBUTIONS	8
FORFEITURE OF NON-VESTED AMOUNTS	8
DISTRIBUTION OF YOUR ACCOUNT	9

DISTRIBUTION TO YOU	9
SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS	9
DISTRIBUTION TO YOUR BENEFICIARY	10
FORM OF PAYMENT	10
FORM OF PAYMENT TO YOU	10
FORM OF PAYMENT TO YOUR BENEFICIARY	10
YOUR BENEFICIARY UNDER THE PLAN.....	11
CLAIMS FOR BENEFITS	11
BRINGING A CIVIL ACTION.....	11
AMENDMENT AND TERMINATION OF THE PLAN.....	11
PLAN AMENDMENT	11
PLAN TERMINATION.....	11
MISCELLANEOUS INFORMATION.....	12
PLAN BOOKLET DOES NOT CREATE EMPLOYMENT CONTRACT	12
NO GUARANTEES REGARDING INVESTMENT PERFORMANCE	12
IF CIRCUMSTANCES REQUIRE DELAY OF A WITHDRAWAL	12
TRANSFERS FROM GUARANTEED INCOME FUND MAY BE LIMITED	12
PAYMENT OF ADMINISTRATIVE EXPENSES	12
QUALIFIED DOMESTIC RELATIONS ORDERS	12
MILITARY LEAVE	13
RETURN OF CONTRIBUTIONS TO THE EMPLOYER	13
LIMITATIONS ON CONTRIBUTIONS.....	13
MORE THINGS YOU SHOULD KNOW	13
GLOSSARY	14

INTRODUCTION TO YOUR PLAN

The JPS Health Network 401(a) Plan helps provide for your retirement security. The Employer makes contributions to your Account to provide you with savings. The Plan is intended to meet federal tax law qualification requirements, allowing your savings to accumulate on a tax-deferred basis and permitting you to save more dollars for your retirement.

HOW YOU SAVE

- If you have savings from another retirement plan or annuity, you may be able to roll those savings into the Plan as Rollover Contributions. For more information on the types of savings that may be rolled over into the Plan and the terms and conditions for making Rollover Contributions, see **YOUR CONTRIBUTIONS: ROLLOVER CONTRIBUTIONS**.
- If you contribute to the JPS Health Network 403(b) Plan, the Employer may add a Matching Contribution. For information on the amount of the Employer's Matching Contribution and the terms and conditions for receiving Matching Contributions, see **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.
- The Employer may also make Nonelective Contributions to the Plan for you. For information on the amount of the Employer's Nonelective Contribution and the terms and conditions for receiving Nonelective Contributions, see **EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS**.
- Dollars the Employer contributes on your behalf are not currently included as part of your federal taxable income. Taxes are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings until they are distributed to you.

YOUR PLAN ACCOUNT

You have your own Account under the Plan to hold all Rollover Contributions you make to the Plan and any contributions the Employer makes for you. Your Account also holds any investment earnings on those contributions. Your Account keeps track of your share of the assets held in the Plan.

VESTING OF YOUR ACCOUNT

Your Vested Interest in your Account is the percentage of your Account that you would receive if your employment terminated.

Your Vested Interest in the balance of your Account resulting from your contributions is always 100%.

Your Vested Interest in the balance of your Account resulting from Employer Contributions is determined under the applicable vesting schedule, which may require you to complete a specified number of years of Vesting Service to earn a Vested Interest. (For more information about Vesting Service and vesting schedules, see **EMPLOYER CONTRIBUTIONS: VESTED INTEREST IN EMPLOYER CONTRIBUTIONS** and **VESTING SERVICE**.)

DISTRIBUTION OF BENEFITS

You may receive distributions from your Vested Interest in your Account when any of the following happens:

- You satisfy the requirements for an in-service withdrawal. (For more information about withdrawals, see **IN-SERVICE WITHDRAWALS**.)
- You retire from employment after you reach your Normal Retirement Date.
- You die (distribution will be made to your Beneficiary).
- Your employment terminates. (For more information about distributions following termination of employment, see **DISTRIBUTION OF YOUR ACCOUNT**.)

EMPLOYER DISCRETION

The Employer has discretionary authority to interpret and construe the provisions of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. The Employer may delegate this authority as provided under the Plan.

PLAN IDENTIFICATION INFORMATION

TYPE OF PLAN

The Plan is a "**defined contribution plan**". Under a defined contribution plan, all contributions you make to the plan or that are made on your behalf are held in an account that is invested on your behalf. When you retire, your retirement benefit from the plan will be based on the value of your account (including investment earnings and losses) at the time distribution is made to you.

The Plan is a type of defined contribution plan called a "**profit-sharing plan**". Contributions under a profit-sharing plan are **not** subject to funding requirements under federal tax law. Therefore, contributions may be discretionary with the employer. However, any contributions made under a profit-sharing plan must be allocated among participants under a formula that is described in the plan.

The Plan is also a "**governmental plan**" described in Code Section 414(d). That means it is subject to different rules and requirements under Federal law than a non-governmental plan and is subject to certain state law requirements.

ADMINISTRATOR

(This is the Plan Administrator for purposes of the Internal Revenue Code.)

Tarrant County Hospital District d/b/a JPS Health Network
1500 S. Main St.
Fort Worth, TX 76104
(817) 927-1230

EMPLOYER

Tarrant County Hospital District d/b/a JPS Health Network
1500 S. Main St.
Fort Worth, TX 76104

EMPLOYER'S EMPLOYER IDENTIFICATION NUMBER

75-6000439

FUNDING MEDIUM

Plan assets are held in a trust maintained by the Trustee.

TRUSTEE

Prudential Bank & Trust, FSB
280 Trumbull Street, H16T
Hartford, CT 06103
(888) 244-6295

AGENT FOR SERVICE OF LEGAL PROCESS

Legal process may be served on the Employer at its address listed above.

ELIGIBILITY TO PARTICIPATE

You may make contributions to the Plan and will be eligible to receive Employer Contributions (provided you satisfy any allocation requirements) immediately upon becoming a Covered Employee, as described below.

COVERED EMPLOYEES

You are a Covered Employee if:

- you are: employed by an Employer as a regular full-time (A1 status) or regular part-time employee.

AND

- you have **not** executed a contract, letter of agreement, or other document acknowledging your status as an independent contractor and are **not** otherwise treated by the Employer as an independent contractor with respect to whom the Employer does not withhold income taxes and file Form W-2 (or any replacement Form) with the Internal Revenue Service. If the Employer treats you as an independent contractor and you are later adjudicated to be a common law employee of the Employer, you will not be considered a Covered Employee unless and until the Employer extends Plan coverage to you.
- you are **not** a Leased Employee.
- you do **not** normally work fewer than 30 hours per week.
- you are **not** an agent, PRN, temporary employee, or otherwise similarly classified employee.

TRANSFERS OF EMPLOYMENT

If you are transferred from other employment with the Employer to employment as a Covered Employee (as described in **COVERED EMPLOYEES** above), you will be eligible to participate beginning on your transfer date if you would have been eligible to participate on or before your transfer date had you been employed as a Covered Employee for your entire period of employment. Otherwise, you will be eligible to participate as provided above.

REEMPLOYMENT

If your employment terminates and you are later reemployed as a Covered Employee (as described in **COVERED EMPLOYEES** above), you will be eligible to participate beginning on your reemployment date.

YOUR CONTRIBUTIONS

ROLLOVER CONTRIBUTIONS

If you are a Covered Employee, you may elect to rollover qualified distributions to the Plan.

Your Rollover Contributions are subject to all the terms and conditions of the Plan and are only distributable to you under the terms of the Plan.

Savings Eligible for Direct Rollover

The Plan permits "direct rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet federal tax law qualification requirements, such as 401(k) or profit-sharing plans).
- 403(b) retirement plans (these are retirement plans maintained for employees of tax exempt organizations or governments).
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments).
- IRAs.

A "direct rollover" is a rollover made directly from another plan or annuity without being distributed to you first. You may not make a direct rollover to the Plan of Roth contributions or after-tax employee contributions.

If you have an outstanding loan under another plan or annuity, you may **not** roll over the loan note as part of your Rollover Contribution.

Savings Eligible for Indirect Rollover

The Plan permits "indirect rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet federal tax law qualification requirements, such as 401(k) or profit-sharing plans).
- 403(b) retirement plans (these are retirement plans maintained for employees of tax-exempt organizations or governments).

- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments).
- IRAs.

An "indirect rollover" is a rollover you make to the Plan of amounts you have actually received as a distribution from another plan or annuity. You may not make an indirect rollover to the Plan of Roth contributions or after-tax employee contributions.

Rollover Procedures

The Administrator may require you to provide information to show that the savings you want to roll over meet the Plan requirements.

If the distribution qualifies, you may roll it over into the Plan by having it delivered to the Trustee. If you actually receive distribution of the amount you are rolling over, your Rollover Contribution must be delivered to the Trustee within 60 days of the date you receive it.

VESTED INTEREST IN YOUR CONTRIBUTIONS

Your Vested Interest in the Value of your contributions to the Plan is always 100%.

EMPLOYER CONTRIBUTIONS

In addition to your contributions, your Employer may make Employer Contributions to your Account. You are not taxed on any Employer Contributions made to your Account until distribution is made to you.

MATCHING CONTRIBUTIONS

Once you have met the requirements to participate in the Plan with respect to Matching Contributions, as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS** above, you will receive Matching Contributions for a payroll period if you are a full time Covered Employee at any time during that payroll period. Your 403(b) contributions to the JPS Health Network 403(b) Plan are **not** included in determining the amount of the Matching Contributions your Employer makes to your Account if:

- they exceed 4% of your Compensation.
- they are a catch-up 403(b) contribution.

In lieu of the above, the following eligible employees will receive a Matching Contribution equal to 100% of their 403(b) contributions made to the JPS Health Network 403(b) Plan up to 5% of Compensation:

- Employees hired or rehired after September 30, 2020;
- Employees hired on or prior to September 30, 2020 who are working on October 1, 2020 in an employee classification that is not eligible for the JPS Pension Plan (i.e., PRN employees, part-time employees working less than 30 hours per week, or full-time employees under age 21 as of October 1, 2021), but who transfer to full-time employees or attain age 21 after October 1, 2020;
- Employees hired on or prior to September 30, 2020 who are participating in the JPS Pension Plan on October 1, 2020 or October 1, 2021 but who subsequently lose their eligibility to participate in the JPS Pension Plan after October 1, 2020 as a result of ceasing to be a Covered Employee, as that term is defined in the JPS Pension Plan, and who have no further opportunity to join the JPS Pension Plan and subsequently transfer to full-time employees.

For clarity, you are not eligible for this match if: (1) you are eligible to participate in the JPS Pension Plan on October 1, 2020 or October 1, 2021 and decline to do so by your last opportunity to join the JPS Pension Plan; and (2) you are a contributing active participant in the JPS Pension Plan on October 1, 2020 or October 1, 2021, and at any time later discontinue your contributions while being employed as a Covered Employee, as that term is defined in the JPS Pension Plan.

NONELECTIVE CONTRIBUTIONS

Once you have met the requirements to participate in the Plan with respect to Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS** above, you may receive Nonelective Contributions for a Plan Year if you are a Covered Employee at any time during that Plan Year.

If you are eligible, each Plan Year your Employer may, in its discretion, make a Nonelective Contribution to your Account equal to a percentage of your Compensation, determined by your Employer, for the Plan Year.

VESTED INTEREST IN EMPLOYER CONTRIBUTIONS

Vesting Schedule

Your Vested Interest in the Value of the Nonelective and Matching Contributions in your Account is determined using the following schedule:

Years of Vesting Service	Vested Interest
Less than 1	0%
1, but less than 2	20%
2, but less than 3	40%
3, but less than 4	60%
4, but less than 5	80%
5 or more	100%

In lieu of the above, if you were (1) hired or rehired after September 30, 2020, or you were hired on or prior to September 30, 2020 and are working on October 1, 2020 in an employee classification that is not eligible for the JPS Pension Plan (i.e., PRN employees, part-time employees working less than 30 hours per week, or full-time employees under age 21 as of October 1, 2021) but then transfer to a full-time employee or attain age 21 after October 1, 2020; (2) hired on or prior to September 30, 2020 and are participating in the JPS Pension Plan on October 1, 2020 or October 1, 2021 but then subsequently lose your eligibility to participate in the JPS Pension Plan after October 1, 2020 as a result of ceasing to be a Covered Employee, as that term is defined in the JPS Pension Plan, and have no further opportunity to join the JPS Pension Plan and subsequently transfer to full-time employee, you will vest in the Matching Contributions that are made on your behalf according to a 3-year cliff schedule.

Years of Vesting Service	Vested Interest
Less than 3	0%
3 or more	100%

For clarity, you are not eligible for the 3-year cliff vesting if you are eligible to participate in the JPS Pension Plan on October 1, 2020 or October 1, 2021 and decline to do so by your last opportunity to join the JPS Pension Plan, and you are a contributing active participant in the JPS Pension Plan on October 1, 2020 or October 1, 2021 and at any time later discontinue your contributions while being employed as a Covered Employee, as that term is defined in the JPS Pension Plan.

If you are an employee of Acclaim Physician Group, Inc., who is a related and Participating Employer, you will vest according to a 3-year graduated vesting schedule for current and future Nonelective Contributions per contractual arrangements (50% after year 1, 75% after year 2, and 100% after year 3).

Special Vesting Events

Notwithstanding the foregoing, if you are employed by the Employer on your Normal Retirement Date or the date you die or become Disabled, your Vested Interest in your full Account will be 100%. If you are absent

from employment because of military service and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you are treated as if you died while employed by the Employer.

VESTING SERVICE

Vesting Service is used to determine your Vested Interest under the applicable schedule above.

Crediting of Vesting Service

You are credited with Vesting Service from your hire (or rehire) date until your Severance Date.

You are credited with Vesting Service for employment with the Employer and a Predecessor Employer (provided the Employer maintains a plan of that Predecessor Employer).

If you are absent from employment with an Employer because of military service, and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be credited with Vesting Service for the period you were absent as if you returned to work immediately before your death.

PLAN INVESTMENTS

WHERE PLAN CONTRIBUTIONS ARE INVESTED

You direct how the contributions made to your Account are invested. You may direct that contributions be invested in any of the funds made available to you under the Plan. The Administrator will provide you with a description of the different investment funds available. New investment funds may be added and existing funds changed. The Administrator will update the description of the available funds to reflect any changes.

MAKING INVESTMENT ELECTIONS

Investment Elections

When you become eligible to participate in the Plan, you must notify the Administrator of your investment elections in accordance with the rules established by the Administrator. Your investment election must specify the percentage of contributions to your Account that will be invested among the available investment funds.

Failure to Direct Investments

If you do not direct how contributions to your Account should be invested, the contributions will be invested among the investment funds selected by the Investment Fiduciary.

Change of Investment Elections

You may change how contributions to your Account are invested effective as of the date or dates prescribed by the Administrator. To perform this transaction you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at the Insurance Company's internet site – www.Prudential.com/online/retirement, or notify the Administrator in accordance with the rules established by the Administrator.

Transfers Between Funds

You may transfer any amount held in your Account from one investment fund to another investment fund. You must specify the amount that is to be transferred.

A transfer may be made effective as of the date or dates prescribed by the Administrator. To make a transfer, you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at the Insurance Company's internet site – www.Prudential.com/online/retirement, or notify the Administrator in accordance with the rules established by the Administrator.

Restrictions on Transfers

The Insurance Company expects that, under most circumstances, unrestricted transfers will be available into any competing fixed income fund. Also, these provisions will not affect new contributions to, or transfers from, a competing fixed income fund.

In addition, if the Securities and Exchange Commission (SEC) has suspended or otherwise restricted trading, or another emergency outside of our control exists, the Insurance Company may defer investment transfers for up to 6 months. Interest (or gains or losses, as applicable) will continue to apply during the deferral period. In addition, the Insurance Company reserves the right to monitor participant's investment fund transfer activities to determine whether there are any inappropriate market timing activities. If the Insurance Company determines that a plan participant has engaged in inappropriate market timing, it may restrict his or her ability to make investment transfers in or out of particular funds.

If you intend to transfer amounts from one investment fund to another investment fund, there may be special rules pertaining to transfers to and from such funds. For more information, you should contact the Administrator.

Prudential Retirement's Internet Site

The Prudential Retirement® Online Retirement Center allows Internet access to your Account using your personal computer. The Prudential Retirement® Online Retirement Center is available 24 hours a day, 7 days a week. You can access the Prudential Retirement® Online Retirement Center through the Internet site at www.Prudential.com/online/retirement.

VALUING YOUR ACCOUNT

The Value of your Account is periodically adjusted to show any earnings or losses on your investments, any distributions that you have received, and any contributions that have been made to your Account since the preceding adjustment date. Legal rules require this adjustment to be made at least annually.

The Value of your Account may increase or decrease at any time due to investment earnings or losses. You are only entitled to receive from the Plan the Value of your Vested Interest in your Account on the date distribution is made to you. That Value will be determined on the adjustment date immediately preceding the date of distribution and may be larger or smaller than the Value determined on any other adjustment date. The Plan fiduciaries and functionaries handling Plan assets (including the Sponsor, the Employer, the Investment Fiduciary, the Administrator, and the Trustee) do **not** guarantee your Account from investment losses.

LOANS FROM YOUR ACCOUNT

The Plan provides for loans to participants from their vested Accounts. Loans from the Plan are governed by a separate loan policy adopted by the Administrator. The Administrator can provide you with a copy of the policy governing Plan loans.

APPLICATION FOR LOAN

You may apply for a loan from your Account in accordance with the rules prescribed by the Administrator.

FEDERAL TAX RULES GOVERNING PLAN LOANS

For the Plan to retain its tax-qualified status (that allows your retirement savings to accumulate on a tax-deferred basis), any Plan loan must meet the following minimum requirements:

- **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money. (If you are absent because of military leave, federal law limits the interest rate that can apply to your loan.)
- **Loan amount:** cannot exceed specified limits when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by the Employer.
- **Loan term:** cannot exceed 5 years, unless it is used to purchase your principal residence.

- **Repayment schedule:** must be substantially equal installments made not less frequently than quarterly. Some exceptions are made for unpaid leaves.

The loan guidelines provided by the Administrator may have more stringent requirements than the federally required minimum. In that case, any Plan loan must meet the more stringent requirements set forth in the loan guidelines.

COLLATERAL FOR LOAN

If you receive a Plan loan, a portion of your Vested Interest in your Account will be used as collateral for the loan. You may not receive a loan in excess of 50% of your Vested Interest. If a Plan loan is still outstanding at the time distribution of your Account is to be made, the amount distributed will be reduced by the portion of your Account being held as collateral for the loan, but only to the extent necessary to repay the loan.

DEFAULT ON LOAN

You will not receive a Plan loan unless you agree that your Account may be charged for unpaid principal and interest if you default on the loan. A Plan loan will be declared to be in default if either (1) you fail to make a required payment within 90 days of the date the payment was due (though the Administrator may extend the grace period until the end of the calendar quarter following the quarter in which the payment was due) or (2) there is an outstanding principal balance after the last scheduled repayment date.

SPECIAL LOAN RULES

- **Repayment:** if you are employed by the Employer, repayment will be made by ACH or coupon or direct billing as permitted under the loan policy. Loans initiated prior to July 26, 2017 as payroll deduction loans are grandfathered and Participants may continue to repay their loans using payroll deduction. Such Participants may also request to convert their payroll deduction loan to either a direct billing/coupon or ACH payment arrangement.
- **Minimum loan amount:** \$1,000.
- **Limit on outstanding loans:** only 1 outstanding Plan loan is permitted at any time.
- **Prepayment of outstanding balance:** permitted in full or in part without penalty.
- **Wait period to apply for new loan:** you may not apply for a new loan until 7 days after paying off a prior loan.
- **Principal residence loans:** may not exceed 15 years.

IN-SERVICE WITHDRAWALS

NON-HARDSHIP WITHDRAWALS OF YOUR CONTRIBUTIONS

If you meet the applicable requirements indicated below, if any, you may withdraw all or part of the Value of the following contributions you made (or were made on your behalf) to your Account:

- **Rollover Contributions** at any time.

Your withdrawal will be effective as soon as administratively practicable after your election is received.

FORFEITURE OF NON-VESTED AMOUNTS

If your employment terminates with the Employer and you are not 100% vested in the Value of the Employer Contributions in your Account at that time, you will forfeit the non-vested portion of your Account.

Timing of Forfeiture

- If you have no Vested Interest in your Account, your Account will be forfeited on the date your employment terminates.
- If you have a Vested Interest in your Account and receive distribution of that amount because of your termination, the non-vested portion of your Account will be forfeited on the date distribution is made to you.

- If you have a Vested Interest in your Account, but do not receive distribution of that interest because of your termination, the non-vested portion of your Account will be forfeited on the last day of the 5-year period that begins on your Severance Date.

If you are reemployed by an Employer before the non-vested portion of your Account is forfeited, the forfeiture will not occur.

Recrediting of Forfeited Amounts

If you are reemployed by an Employer after forfeiting the non-vested portion of your Account, the amount you forfeited will be recredited to your Account if you meet all of the following conditions:

- you are reemployed before the last day of the 5-year period that begins on the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account).
- you become an employee covered under the Plan within 5 years of your reemployment date.
- if you received distribution of the vested portion of your Account, you repay the full amount of the distribution within 5 years of your reemployment date.

Treatment of Forfeited Amounts

Non-vested Nonelective Contributions forfeited during a Plan Year are used to meet the Employer's contribution obligations to the Plan or to pay Plan expenses.

Non-vested Matching Contributions forfeited during a Plan Year are used to meet the Employer's contribution obligations to the Plan or to pay Plan expenses.

DISTRIBUTION OF YOUR ACCOUNT

DISTRIBUTION TO YOU

If your employment with your Employer terminates, you may receive distribution of your Account. Distribution may be made as soon as reasonably practicable following the date your employment terminates.

You may postpone distribution until April 1 of the calendar year following the calendar year in which you reach age 70 1/2.

Request for Distribution

Distribution of your Account will not be made before April 1 of the calendar year following the calendar year in which you reach age 70 1/2 or retire, whichever is later, unless you request an earlier distribution.

If you keep your Account in the Plan after your employment terminates, you must pay for all fees and expenses to maintain your Vested Interest in the Plan. These expenses will be withdrawn directly from your Account.

Effect of Reemployment

If you are reemployed by the Employer before distribution of your full Vested Interest in your Account has been made, distribution of your Account will be suspended until your reemployment terminates.

Required Distribution

Federal tax law requires distribution of your Account to begin no later than April 1 of the calendar year following the year in which you reach age 70 1/2 or retire, whichever is later.

SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS

If you terminate employment before reaching age 55 and elect to receive distribution of your Account before reaching age 59 1/2, you may be subject to a 10% penalty tax on your distribution. The penalty tax does not apply to amounts that are rolled over to another eligible retirement program. You should consult your own tax advisor to determine whether this tax applies to you.

DISTRIBUTION TO YOUR BENEFICIARY

If you die before distribution of the full Value of your Account has been made to you, distribution of your Account will be made to your Beneficiary as soon as reasonably practicable following the date your Beneficiary requests distribution.

Unless distribution of your Account is to be made to your Beneficiary in a series of installment payments, federal tax law requires distribution to your Beneficiary to be made in full no later than the end of the fifth calendar year beginning after your death or, if your Beneficiary is your Spouse, the end of the calendar year in which you would have reached age 70 1/2, if later.

If distribution of your Account is to be made to your Beneficiary in a series of installment payments, federal tax law requires distribution to your Beneficiary to begin:

- if your Beneficiary is your Spouse, no later than the end of the first calendar year beginning after your death or the end of the calendar year in which you would have reached age 70 1/2, whichever is later; or
- if your Beneficiary is someone other than your Spouse, no later than the end of the first calendar year beginning after your death.

Your Spouse may only delay distribution under the federal tax law requirements described above if your Spouse is your sole Beneficiary. Generally, your Spouse is your sole Beneficiary only if (1) your Spouse is entitled to your full Account or a segregated portion of your Account and (2) no other Beneficiary is entitled to any portion of your Spouse's interest unless your Spouse dies before receiving full distribution of that interest.

FORM OF PAYMENT

FORM OF PAYMENT TO YOU

- **Single-sum payment:** Distribution of your Account will be made in one payment.
- **Installment payments:** Distribution of your Account will be made in a series of installment payments over the period you specify. Under federal law, however, the maximum period over which installment payments may be paid cannot exceed your life expectancy or the joint life expectancies of you and your Beneficiary. Installment payments will be made in reasonably equal amounts, except as necessary to reflect increases or decreases in the Value of your Account. Once your election is made, you may not modify your distribution schedule.
- **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA (including a Roth IRA) or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a 20% mandatory federal income tax withholding applies to the distribution. All or any portion of a distribution from your Account is eligible for rollover except:
 - any minimum distribution that is required under federal tax law.
 - any distribution that is one of a series of installment payments made over your life, the life of you and your Beneficiary, or for a specified period of 10 or more years.

The Administrator may restrict direct rollovers if the total value of your distribution is less than \$200 or you only want to roll over part of your distribution and the part you want to roll over is less than \$500.

FORM OF PAYMENT TO YOUR BENEFICIARY

If you die before distribution of your Account is made, your Beneficiary may elect among the same forms of payment that are available to you.

If your Beneficiary receives distribution in a single-sum payment or in installments over a period of less than 10 years, your Beneficiary may also elect a direct rollover, as described above. If your Beneficiary is your Spouse or a former Spouse, he or she may roll over the distribution to an IRA (including a Roth IRA) or to any other

eligible plan. Your non-Spouse Beneficiary may only roll over the distribution to an IRA (including a Roth IRA) that is treated as an inherited IRA for required distribution purposes.

YOUR BENEFICIARY UNDER THE PLAN

Beneficiary if You Have No Spouse

You may designate a Beneficiary to receive distribution of your Account if you die. Unless your marital status changes, your Beneficiary will not change until you designate a different Beneficiary. To designate a Beneficiary or change a prior designation, you must contact the Administrator.

Beneficiary if You Have a Spouse

If you have a Spouse, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary. To designate a non-Spouse Beneficiary or change a prior designation, you must contact the Administrator.

Effect of Marriage on Prior Beneficiary Designation

If you designate a non-Spouse Beneficiary and then get married, your prior Beneficiary designation will be ineffective.

Effect of Divorce on Prior Beneficiary Designation

If your Spouse is your Beneficiary under the Plan and you get divorced, your Spouse will cease to be your Beneficiary on the date of the final divorce or similar decree or order, unless either (i) you re-designate your former Spouse as your Beneficiary or (ii) your former Spouse is designated as your Beneficiary under a qualified domestic relations order. If your Spouse is designated as your Beneficiary under a qualified domestic relations order, he or she will be treated as your Beneficiary only to the extent required under the order.

Beneficiary Where There is No Designated Beneficiary

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse your children, in equal shares, provided that the surviving descendants of any of your deceased children will receive your deceased child's share, or if you have no surviving descendants, your surviving parents in equal shares, or if you have no surviving parents, your estate.

CLAIMS FOR BENEFITS

In order to receive benefits, you will need to submit an application for benefits to the Administrator. Your claim will be reviewed in accordance with the procedures established by the Administrator.

BRINGING A CIVIL ACTION

If your claim is denied and you want to bring a civil claim, you must file your claim within 1 year of the date you receive a final adverse determination of your claim on review.

AMENDMENT AND TERMINATION OF THE PLAN

PLAN AMENDMENT

The sponsoring Employer reserves the right to amend the Plan, either prospectively or retroactively.

PLAN TERMINATION

The sponsoring Employer reserves the right to terminate the Plan at any time. Under federal law, if all contributions under the Plan cease, the Plan will be deemed to have terminated.

If the Plan is terminated, you will be 100% vested in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account and distribution of your Account will be made as permitted under federal law.

MISCELLANEOUS INFORMATION

PLAN BOOKLET DOES NOT CREATE EMPLOYMENT CONTRACT

The only purpose of this booklet is to provide you with information about the benefits available under the Plan. The booklet is not intended to create an employment contract between you and the Employer. Nothing in this booklet should be construed as a limitation on your right or the Employer's right to terminate your employment at any time, with or without cause.

NO GUARANTEES REGARDING INVESTMENT PERFORMANCE

The Plan fiduciaries and functionaries handling Plan assets (including the Employer, the Investment Fiduciary, the Administrator, and the Trustee) do not guarantee any particular investment gain or appreciation on your Account nor guarantees your Account against investment losses or depreciation.

IF CIRCUMSTANCES REQUIRE DELAY OF A WITHDRAWAL

All withdrawals may be delayed by the Insurance Company under certain circumstances. A description of these situations may be obtained from your Administrator. Regardless of the circumstances, there will be no delay in payment in cases of death, retirement, termination of employment, or becoming disabled.

TRANSFERS FROM GUARANTEED INCOME FUND MAY BE LIMITED

Under certain circumstances, the amount transferred from the Guaranteed Income Fund to other investment funds may be limited by the Insurance Company. Please see your Administrator for further information on transferring funds from the Guaranteed Income Fund.

PAYMENT OF ADMINISTRATIVE EXPENSES

Generally, the expenses of administering the Plan are paid from Plan assets, unless the Employer elects to make the payment. If administrative expenses are paid from Plan assets, they will first be reduced by any forfeitures the Administrator has directed to be used for payment of expenses. Any remaining expenses will be shared among all participants' Accounts.

Although expenses are generally shared among the Accounts, administrative expenses incurred as a direct result of your activities under the Plan are allocated to, and may be deducted, from your Account. These expenses may include any or all of the following, if applicable:

- Any expenses incurred in connection with your request for a non-hardship withdrawal.
- Any expenses incurred in processing your loan request.
- Any expenses incurred in determining whether a domestic relations order received for you meets certain requirements.
- Any expenses incurred in connection with distributing your Account.
- Any expenses incurred as a result of you exercising an investment election.
- Any expenses incurred as a result of you exercising an investment election with respect to your self-directed brokerage account.
- Any expenses incurred as a result of you utilizing the Plan's investment advice services.
- Any expenses incurred in calculating the benefit amounts payable to you under different forms of payment.
- Any expenses incurred in processing your request for payment in the form of installments.

QUALIFIED DOMESTIC RELATIONS ORDERS

Generally, your Account will not be paid to someone other than you, unless you have died. An exception to this rule is made for qualified domestic relations orders. A qualified domestic relations order may require that a portion of your Account be paid to someone other than you or your Beneficiary.

"Qualified domestic relations orders" are court judgments, decrees, etc. that pertain to child support, alimony, or marital property and that meet specific legal requirements. The Administrator has procedures for determining whether a court judgment or decree meets the specific legal requirements to be a qualified domestic relations order. You or your Beneficiary may obtain, without charge, a copy of these procedures from the Administrator.

MILITARY LEAVE

If you return to employment following a military leave, you may be entitled to benefits under the Plan for the period that you were absent from employment. You should consult the Administrator for information regarding Plan benefits during military leave.

If you die while absent from employment with the Employer because of "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be treated for purposes of the Plan as if you died while employed by the Employer. In addition, the Employer will make Employer Contributions to your Account as if you had returned to employment on your date of death. For purposes of determining the amount of any Matching Contributions to be made on your behalf, you will be deemed to have made 403(b) contributions to the JPS Health Network 403(b) Plan during your absence equal to your average actual 403(b) contributions to the JPS Health Network 403(b) Plan for (a) the 12-consecutive-month period immediately before your qualified military service began or (b), if you worked fewer than 12 months before your military service began, your actual period of service with the Employer before your military service.

If you become disabled while absent from employment with the Employer because of "qualified" military service and cannot return to active employment, the Employer will make Employer Contributions to your Account as if you had returned to employment on the date you became disabled. The amount of any Matching Contributions to be made on your behalf for your military leave will be determined assuming you made 403(b) contributions to the JPS Health Network 403(b) Plan during your absence equal to your average actual 403(b) contributions to the JPS Health Network 403(b) Plan for (a) the 12-consecutive-month period of service with the Employer immediately preceding the beginning of your qualified military service or (b), if you have fewer than 12 months of service with the Employer before such military service, your actual length of continuous service with the Employer before such military service.

RETURN OF CONTRIBUTIONS TO THE EMPLOYER

If an Employer makes a contribution to your Account by mistake, that contribution will be returned to the Employer in accordance with federal law.

LIMITATIONS ON CONTRIBUTIONS

Total contributions to the Plan are subject to annual limitations under federal law. The Employer is required to restrict total contributions to the Plan so they do not exceed the annual limitation.

MORE THINGS YOU SHOULD KNOW

Contributions are held for the exclusive benefit of you and your Beneficiaries.

If your employment terminates with the Employer before you are fully vested in your Account, you will lose the non-vested portion of your Account.

GLOSSARY

Account

The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.

Administrator

The fiduciary responsible for the administration of the Plan.

Beneficiary

The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.

Compensation

The compensation from the Employer that is taken into account in determining the amount of contributions that you or the Employer can make to your Account.

Your Compensation for any period means the wages paid to you for employment covered under the Plan that would be reported as income on Form W-2.

Compensation includes the following:

- 401(k) Contributions you make to the Plan, transportation fringe benefits you receive from the Employer that are excluded from your taxable gross income, amounts that you contribute on a pre-tax basis to a cafeteria plan (or that the Employer contributes on your behalf unless you elect to receive cash instead), and amounts you contribute as salary reduction contributions to a 403(b) account, or other plan.
- differential pay you receive from the Employer for periods that you are absent because of military service.
- pay you receive after your termination of employment for your services before termination, including your regular pay and, if otherwise included in Compensation, overtime, differential pay, etc., provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.
- pay you receive after termination of employment for accrued vacation or other leave, provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.
- deferred compensation you receive from a non-qualified plan after termination of employment, provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs **and** you would have received the payment even if your employment had continued.

Notwithstanding the foregoing, Compensation does not include the following:

- Overtime;
- 2nd Overtime Shift;
- 3rd Overtime Shift;
- Lump Sum;
- Signal 5 Pay;
- Tuition Reimbursement;

- Moving Allowance;
- Car Allowance;
- Severance Pay;
- Incentive Pay;
- PTO cash out;
- Acting Pay (deleted July 3, 2017);
- Retro Pay Adjustment (deleted February 26, 2004);
- On-call pay;
- Weekend days;
- Educational Incentive Pay;
- Mandatory Educational Pay (deleted March 8, 2004);
- Shift incentive;
- Team leader pay;
- Referral pay;
- Out of town educational expense (deleted March 8, 2004); and
- Home health pay.

Legal rules limit the Compensation that may be included under the Plan each year. For 2018, the maximum amount is \$275,000. (The IRS may adjust this limit for future years.)

Covered Employee

You are employed by the Employer in a job category and at a location that is covered by the Plan. Only employees who are Covered Employees may make and receive contributions under the Plan.

Disabled

Disabled means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence. You are Disabled only if you meet one or more of the following criteria:

- you are eligible for Social Security disability payments.
- the Administrator determines based on medical evidence satisfactory to it, that you are permanently and totally disabled.

Employer

A company that participates in the Plan. The sponsoring Employer is Tarrant County Hospital District d/b/a JPS Health Network, which has the power to amend the Plan.

Employer Contribution

Any contribution that the Employer makes to your Account.

Insurance Company

Prudential Retirement Insurance and Annuity Company.

Matching Contribution

Any Employer Contribution your Employer makes to your Account because of your 403(b) contributions to the JPS Health Network 403(b) Plan, as described in detail in **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.

<i>Nonelective Contribution</i>	Any Employer Contribution made to the Plan by the Employer that is not contingent on your contributions, as described in detail in EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS .
<i>Normal Retirement Age</i>	The age at which you are entitled to retire with full benefits. Your Normal Retirement Age is the date you reach age 65.
<i>Normal Retirement Date</i>	The date distribution may be made due to your attainment of Normal Retirement Age. Your Normal Retirement Date is the date you reach Normal Retirement Age.
<i>Plan</i>	JPS Health Network 401(a) Plan.
<i>Plan Year</i>	The period on which the Plan's records are kept. The Plan Year is the 12-month period beginning each January 1st.
<i>Predecessor Employer</i>	Any company that is a predecessor to the Employer, under federal tax rules, provided the Employer maintains a Plan of that company
<i>Prudential Retirement's Internet Site</i>	The Internet service where, among other services, participants have access to view a 90-day account history, transfer between investment funds, change contribution percentages, check investment performances and project their investments. You can access Prudential Retirement's Internet site at www.Prudential.com/online/retirement .
<i>Related and Participating Employer</i>	Any company or business that is considered to be related to an Employer under federal tax law. Acclaim Physician Group, Inc. is a Related and Participating Employer.
<i>Rollover Contribution</i>	Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.
<i>Severance Date</i>	The date your employment terminates or you are absent from work (without terminating employment) for 1 year. If you are absent from work for no more than 2 years because of a "maternity/paternity leave", and you return promptly to work at the end of your leave, your Severance Date will not occur even though you have been absent from work for more than 1 year. A "maternity/paternity leave" is a leave because of pregnancy, birth of your child,

placement of a child with you in connection with your adoption of the child, or the caring for your child immediately following the child's birth or adoption.

Spouse

The person to whom you are legally married in accordance with the laws of the State, Commonwealth, or foreign country in which the marriage was celebrated.

Trustee

The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Employer.

Value

The monetary worth of the contributions and investment earnings and losses on such contributions in your Account.

Vested Interest

The percentage of the Value of your Account that you are entitled to receive upon distribution.

Vesting Service

The service credited to you that is used for determining your Vested Interest in the Value of the following contributions:

- Matching Contributions.

ADDENDUM RE: PARTICIPANT LOAN PROGRAM

The JPS Health Network Supplemental Retirement Plan permits loans to be made to Participants. However, before any loan is made, the Plan requires that a written loan program be established which sets forth the rules and guidelines for making Participant loans. This document shall serve as the required written loan program. In addition, the Plan Administrator may use this document to serve as, or supplement, any required notice of the loan program to Participants. All references to Participants in this loan program shall only include Participants with respect to the Plan.

The Plan Administrator is authorized to administer the Participant loan program.

1. **LOAN APPLICATION.** All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant makes formal application in accordance with elections made by the Plan Sponsor in the Administrative Services Agreement between the Plan Sponsor and the service provider ("Prudential") as follows:

- If the Loan Initiation Outsourcing Service has been selected, a Participant may apply for a loan by submitting a loan application ("Application"), in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The date and time of receipt will be appropriately recorded.
- If the Participant Transaction Center (PTC) Loan Service has been selected, a Participant may apply for a loan by submitting a loan application ("Application"), in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The request will be reviewed and approved and/or denied by an authorized representative of the Employer by electronic means. The date and time of receipt will be appropriately recorded.
- If the Non-Automated Loan Service has been selected, a Participant may apply for a loan by submitting a duly completed loan application ("Application") to the Plan Administrator or authorized plan representative that has been signed by the Participant, within the 90-day period prior to the making of the loan. If spousal consent is required, the application must be signed by the spouse and witnessed by a notary public or an authorized plan representative. An authorized plan representative must approve the loan.

A Participant who has repaid a prior Plan loan may not apply for another loan until 7 days from the date of his last loan payment.

2. **LOAN LIMITATIONS.** The Plan Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable Account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess (if any) of (i) the Participant's highest outstanding balance of loans during the one year period ending on the day before the date on which a loan is made over (ii) the Participant's outstanding balance of loans on the date on which such loan is made.

With regard to any loan made pursuant to this program, the following rule(s) and limitation(s) shall apply, in addition to such other requirements set forth in the Plan:

- The minimum loan available from the Plan is \$1,000.
- A Participant may only have one loan outstanding from the Plan. A Participant with an outstanding loan may not apply for another loan until the existing loan is paid in full and may not refinance an existing loan or obtain a second loan for the purpose of paying off the existing loan. Note that a loan in default, including a loan that is deemed distributed, is treated as an outstanding loan for purposes of determining the number of loans outstanding to a Participant until it is repaid or actually offset against the Participant's Account balance.
- All loans made pursuant to this program will be considered a directed investment of Participant's Account under the Plan. As such, all payments of principal and interest made by the Participant will

be credited only to the Account of such Participant. The Plan also will charge the Participant's Account with expenses directly related to the origination, maintenance and collection of the note.

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

The loan will be processed from all Sub-Accounts, as prescribed by the Plan Administrator

4. **TERMS OF LOAN.** Any loan under this program will bear a rate of interest equal to the prime rate charged for a loan made under similar circumstances by persons in the business of lending money plus 2%.

The Plan Administrator will require that the Participant repay the loan by agreeing to ACH or coupon or direct billing. Loans initiated prior to July 26, 2017 as payroll deduction loans are grandfathered and Participants may continue to repay their loans using payroll deduction. Such Participants may also request to convert their payroll deduction loan to either a direct billing/coupon or ACH payment arrangement.

The Plan Administrator will fix the term for repayment of any loan. Generally, the term of repayment may not be greater than 5 years. However, if the loan qualifies as a Primary Residence loan, the term may be longer than 5 years. The term of repayment of a "Primary Residence loan" may not be greater than 15 years.

- Note that the amount of any loan (other than a "Primary Residence loan") not repaid within 5 years may be treated as a taxable distribution on the last day of the 5 year period, including any available cure period or if sooner, at the time the loan is in default. If a Participant extends a non-Primary Residence loan having a 5 year or less repayment term beyond 5 years, the balance of the loan at the time of the extension is deemed to be a taxable distribution to the Participant.

Loans may be prepaid in whole or in part at any time.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

5. **SECURITY FOR LOAN.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. The Plan will not make loans which require security other than the Participant's vested interest in the Plan. The Plan Administrator will not investigate the Participant's creditworthiness before making the loan as the loan will be treated as a directed investment of the borrower's Account.

The 50% limit is based on the Participant's full Account.

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

7. **MILITARY SERVICE.** If a Participant takes a leave of absence from the Employer because of service in the military and does not receive a distribution of his or her Account balances, the Plan may suspend loan repayments until the Participant's completion of military service. While the Participant is on active duty in the United States military, the interest rate on any loan in existence before such leave shall not exceed 6%, compounded annually.

8. LEAVE OF ABSENCE/SUSPENSION OF PAYMENT. The Plan Administrator may suspend loan repayments for a period not exceeding one year which occurs during an approved leave of absence, either without pay from the Employer or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required under the terms of the loan. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.

9. PAYMENTS AFTER LEAVE OF ABSENCE. When payments resume following a payment suspension in connection with a leave of absence authorized in 7 or 8 above, the Participant shall increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, over the remaining term of the loan. Further, if the Participant's loan term was not the maximum permissible, then he may extend the maturity date of the loan and re-amortize the payments over the remaining time of the new term. If the leave of absence was due to a Qualified Military Leave of Absence described in item 7 above, the revised term of the loan shall not exceed the maximum term permitted in item 4 above, augmented by the time the Participant was actually in United States Military Service.

10. DEFAULT. The Plan Administrator will treat a loan in default if any scheduled payment remains unpaid beyond 90 days (not more than 90) following the date on which the scheduled payment was due. The Plan Administrator may extend the grace period so deemed distribution of the loan amount does not occur until the quarter following the quarter in which the payment was due.. After termination of employment, whether the Participant chooses to continue to repay the loan or chooses not to repay the loan, the remaining loan balance will be offset against the Participant's Account upon the earlier of (1) a total distribution of the Account to the Participant, or (2) expiration of the grace period.

If a Participant is still employed upon default, a deemed distribution will be declared. The amount of loan outstanding upon default will be treated as a deemed distribution and will be taxable to the Participant in the year of the default, which will result in a Form 1099-R being issued to the Participant.

A Participant who continues employment following default may (i) repay the full amount of the loan, with interest, (ii) resume current status of the loan by paying any missed payment plus interest, or (iii) if distribution is available under the Plan, request distribution of the promissory note. If the loan remains in default, when the Participant's Account is distributed, the Plan Administrator will offset the Participant's vested Account balance by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

11. MEANING OF TERMS. Generally, capitalized terms have the meaning provided in the Summary Plan Description. The following terms, which are not defined in the Summary Plan Description, have the following meanings:

- "Participant" means an individual on whose behalf contributions were made to the Plan and who retains an Account under the Plan.
- "Primary Residence loan" means a loan used to acquire a dwelling unit that will, within a reasonable period of time, be used as the Participant's principal residence.
- "Sub-Account" means a sub-account maintained under a Participant's Account.