

Piedmont Healthcare, Inc. Consolidated Retirement Plan
Piedmont Healthcare, Inc. Retirement Plan Component

Summary Plan Description

As of January 1, 2020

This Summary Plan Description (this “Summary”) describes the Piedmont Healthcare, Inc. Retirement Plan (the “Plan”), which is a component of the Piedmont Healthcare, Inc. Consolidated Retirement Plan (the “Piedmont Consolidated Plan”).

The Piedmont Consolidated Plan also includes another component, the Piedmont Columbus Regional Healthcare System, Inc. Pension Plan (the “Columbus Plan”). The benefits of participants in the Columbus Plan are described in a separate Summary Plan Description.

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**SUMMARY PLAN DESCRIPTION
OF THE
PIEDMONT HEALTHCARE, INC. CONSOLIDATED RETIREMENT PLAN
PIEDMONT HEALTHCARE, INC. RETIREMENT PLAN COMPONENT**

1. INTRODUCTION

Piedmont Hospital, Inc. established the Piedmont Hospital, Inc. Pension Plan (the “Plan”) effective May 1, 1962 in order to provide a retirement benefit to employees of the hospital to supplement their other sources of retirement income, such as Social Security, tax-sheltered annuity benefits and personal investments and savings. The Plan has been amended and restated from time to time since 1962. The Plan was most recently amended and restated effective January 1, 2020.

Piedmont Medical Center, Inc. subsequently changed its name to Piedmont Healthcare, Inc. (“Piedmont”) and changed the name of the Plan to Piedmont Healthcare, Inc. Retirement Plan. A reference to Piedmont generally includes a reference to all participating employers. Refer to Section 20, Other Important Information, for a list of the participating employers.

During 1996 Piedmont Hospital, Inc., Gwinnett Hospital System, Inc., WellStar Health System, Inc., and Southern Regional Medical Center, Inc. all became members of the PROMINA Health System, Inc. (the “System”). (DeKalb Health System, Inc. later became part of the System as of January 1, 1998.) Effective January 1, 1997, the Plan was amended and restated as the PROMINA Piedmont Health System, Inc. Retirement Plan to coordinate the benefits earned under the Plan by Piedmont employees with the benefits earned under the pension plans of the other medical facilities that were part of PROMINA. Piedmont and its affiliates later withdrew from the System, effective as of June 30, 2003.

Effective at midnight on December 31, 2008, the Plan was amended to provide that no Employee may commence participation in the Plan. In addition, effective at midnight on December 31, 2008, certain Participants had their Accrued Benefit frozen under the Plan (each, a “Frozen Employee”). Active participants in the Plan on December 31, 2008 who are not Frozen Employees (each, an “Ongoing Participant”) continued to accrue benefits under the Plan until December 31, 2014, unless, prior to December 31, 2014 such participant either (1) transferred employment on or after July 1, 2009 to an affiliated employer of Piedmont that is a taxable organization under Federal tax law, or (2) terminated employment and either was (a) not rehired or (b) was (i) rehired after thirty calendar days or (ii) rehired within thirty days but was rehired into an ineligible class of employees. Please see the Plan Administrator for information regarding eligible classes of employees following rehire. Effective as of midnight on December 31, 2014, the Plan became frozen in its entirety and, as a result, all benefit accruals under the Plan ceased.

Effective as of the close of business on December 31, 2019, the Plan was merged into, and became a component under, the Piedmont Healthcare, Inc. Consolidated Retirement Plan.

While this Summary Plan Description (“Summary”) explains important facts about the Plan, it does not replace the formal legal document that governs the Plan. This Summary also reflects the way the Plan generally operates on and after January 1, 2020. In the case of any inconsistency between the Plan document and this Summary, the Plan document will apply. You

should read all of this Summary completely and carefully. If you need help understanding any part of the Summary or the Plan, contact the Plan Administrator at the address listed in Section 20 of this Summary.

When you read this Summary, some of the terminology used is technical. These terms are capitalized. Definitions for many of the capitalized terms can be found in the Definitions section, Section 18, and in this Introduction.

2. WHAT IS THE PLAN AND HOW DOES IT WORK?

The Plan provides written guidelines under which Participants earned benefits and become entitled to payment of those benefits. The following sections describe the Plan and its operation. Remember, definitions of the capitalized terms can be found in Sections 1 and 18.

Important Information About Claims

PLEASE SEE *DO I HAVE TO APPLY FOR MY BENEFITS?*, *WHAT IF MY APPLICATION FOR BENEFITS IS DENIED?*, AND *WHAT IS THE PLAN'S CLAIM REVIEW PROCEDURE?* FOR IMPORTANT INFORMATION ABOUT HOW TO MAKE A CLAIM FOR BENEFITS AND APPLICABLE CLAIMS AND APPEALS PROCEDURES.

a. ELIGIBILITY: How Do I Become A Participant?

- ***New Participants***

Prior to December 31, 2008, if you were employed by a participating employer, you became a Participant on the first day of the month coinciding with or next following the date you attained age 21 and completed one Year of Eligibility Service. If you were not an active participant in the Plan on December 31, 2008, you cannot become a participant in the Plan.

- ***Rehires***

Prior to December 31, 2008, generally, if you had completed the requirements to participate in the Plan when you previously terminated employment, you would immediately participate in the Plan if you were later rehired. The only time you would have had to requalify for participation in the Plan is if you were not vested when your employment terminated and you incurred at least five consecutive Breaks in Service. If you were an active participant in the Plan between December 31, 2008 and December 31, 2014, and you terminated prior to December 31, 2014 and were then rehired within 30 calendar days into an eligible employee class (see the Plan Administrator for classes of eligible employees), you continued to participate in the Plan as an Ongoing Participant; otherwise, you did not again participate upon rehire.

b. ACCRUED BENEFIT: How Is My Accrued Benefit Calculated?

- ***Accrued Benefit***

Your Accrued Benefit is the amount of the monthly retirement benefit, payable at your Normal Retirement Date, which you have earned at any given time. Your Accrued Benefit is based on the length of time you have been employed by Piedmont, your Average Monthly Earnings and your Covered Compensation level. The Plan contains a formula which determines your Accrued Benefit at any time during your employment.

- ***Formula***

The Accrued Benefit formula beginning January 1, 1997 is:

1.1% of Average Monthly Earnings up to Covered Compensation

plus

1.7% of Average Monthly Earnings in excess of Covered Compensation

multiplied by

Years of Credited Service, to a maximum of up to 25 years.

The Accrued Benefit will be reduced by the portion of any accrued benefit you have earned from any defined benefit plans maintained by a current or former affiliated employer (including Promina) that is attributable to the same Years of Credited Service.

Effective at midnight on December 31, 2008, certain Participants had their Accrued Benefit frozen under the Plan (each, a “Frozen Employee”). However, active participants in the Plan on December 31, 2008 who were not Frozen Employees (each, an “Ongoing Participant”) continued to accrue benefits under the Plan. Effective as of midnight on December 31, 2014, the Plan became frozen in its entirety and, as a result, all benefit accruals under the Plan ceased. The following paragraphs describe the benefit accrual rules for Frozen Employees and Ongoing Participants.

Frozen Employees: With respect to Frozen Employees, effective as of midnight on December 31, 2008, all benefit accruals ceased for each Frozen Employee. The Accrued Benefit under the Plan for each Frozen

Employee will be determined using the Frozen Employee's Average Monthly Earnings, Covered Compensation, Earnings, Years of Credited Service and other applicable factors determined as of midnight on December 31, 2008, and such Frozen Employee's Accrued Benefit shall not increase after December 31, 2008, regardless of whether such Frozen Employee remains employed with an Employer or whether such Frozen Employee's Earnings increase. Although Frozen Employees do not earn additional Years of Credited Service after December 31, 2008, Frozen Employees continue to earn Years of Vesting Service for purposes of determining whether a Frozen Employee is vested and for purposes of determining whether a Frozen Employee is entitled to normal or early retirement.

Ongoing Participants: With respect to an Ongoing Participant in the Plan on December 31, 2008, effective as of the earliest of (1) the Ongoing Participant's termination of employment without recommencement of participation in the Plan, (2) the Ongoing Participant's transfer of employment on or after July 1, 2009 to an affiliated employer of Piedmont that is a taxable organization under Federal tax law, or (3) midnight on December 31, 2014, all benefit accruals ceased for the Ongoing Participant. The Accrued Benefit under the Plan for each Ongoing Participant will be determined using the Ongoing Participant's Average Monthly Earnings, Covered Compensation, Earnings, Years of Credited Service and other applicable factors determined as of the earliest of (1) the Ongoing Participant's termination of employment without recommencement of participation in the Plan, (2) the Ongoing Participant's transfer of employment on or after July 1, 2009 to an affiliated employer of Piedmont that is a taxable organization under Federal tax law, or (3) midnight on December 31, 2014, regardless of whether such Ongoing Participant remains employed with an Employer or whether such Ongoing Participant's Earnings increase. Although Ongoing Participants shall not earn additional Years of Credited Service after the earliest of the dates described above, Ongoing Participants will continue to earn Years of Vesting Service for purposes of determining whether an Ongoing Participant is vested and for purposes of determining whether an Ongoing Participant is entitled to normal or early retirement.

- **Example 1**

Employee John was born in 1964 and was an Ongoing Participant whose benefit accruals ceased as of December 31, 2014. He is 56 years old in 2020 and has 20 years of Credited Service. John's Average Monthly Earnings is equal to \$4,000, and the 2014 Covered Compensation amount for people born in 1964 (like John) is \$8,706 per month. His Accrued Benefit is calculated as follows:

Step 1: 1.1% of \$4,000 is \$44.00.

Step 2: Because John's Average Monthly Earnings is less than Covered Compensation, no calculation is necessary for Step 2.

Step 3: Add Steps 1 and 2 together. \$44.00 plus \$0 is \$44.00.

Step 4: Multiply the Step 3 answer by John's Years of Credited Service. \$44.00 x 20 is \$880.00. John's Accrued Benefit at his Normal Retirement Date is \$880.00 a month.

- **Example 2**

Employee Julie was born in 1964 and was an Ongoing Participant whose benefit accruals ceased as of December 31, 2014. She is 56 years old in 2020 and has 26 years of Credited Service. Julie's Average Monthly Earnings is equal to \$10,000, and the 2014 Covered Compensation amount for people born in 1964 (like Julie) is \$8,706 per month. Her Accrued Benefit is calculated as follows:

Step 1: 1.1% of \$8,706 is \$95.77.

Step 2: 1.7% of \$1,294 (\$10,000 - \$8,706) is \$22.00.

Step 3: Add Steps 1 and 2 together. \$95.77 plus \$22.00 is \$117.77.

Step 4: Multiply the Step 3 answer by Julie's Years of Credited Service. \$117.77 x 25 is \$2,944.25. Julie's Accrued Benefit at her Normal Retirement Date is \$2,944.25 a month.

c. **VESTING: When do I Vest In My Accrued Benefit?**

- ***Vesting Schedule*** You become 100% vested in your Accrued Benefit when you have five Years of Vesting Service. When you are 100% vested, you have a right to your Accrued Benefit which cannot be taken away from you. You are also 100% vested if (1) you reach your Normal Retirement Age while employed by Piedmont or (2) (a) you become Disabled while employed by Piedmont, (b) as of the date of your Disability, you have been credited with at least two Years of Vesting Service (or two years of continuous employment prior to January 1, 2006) and (c) you remain Disabled until your Early or Normal Retirement Date.

- ***Rehires*** If you were not vested when your employment terminated and you are later reemployed, your Years of Vesting Service will include service from your prior employment with Piedmont or an affiliated employer unless you have five or more consecutive Breaks in Service. If you were vested when you terminated employment and you are later reemployed, your Years of Vesting Service will include service from your period of prior employment with Piedmont or an affiliated employer no matter how long you were gone. If you have a question regarding your Years of Vesting Service, you should contact the Plan Administrator.

- ***Frozen Accrued Benefits*** Even though all Accrued Benefits are frozen under the Plan, you will continue to earn Years of Vesting Service for purposes of determining whether you are vested in your Accrued Benefit.

d. **PAYMENT OF BENEFITS: What Are My Benefits And When Will They Be Paid?**

When you terminate employment after completing at least five Years of Vesting Service or when you attain your Normal Retirement Age or become Disabled (in the case of Disability, (a) with at least two Years of Vesting Service (two years of continuous employment prior to January 1, 2006) and (b) only when you remain Disabled until your Early or Normal Retirement Date) you will be eligible to receive your benefit payment. In general, you will be entitled to elect (with your Spouse's consent, if you are married) one of several different annuities.

- ***Benefit Payable*** Your monthly benefit commencing at your Normal Retirement Date is based on the amount of your Accrued Benefit as of your last day of employment or, if earlier, the date your Accrued Benefit became frozen under the Plan. The amount of the monthly benefit depends on: the

type of annuity you elect (e.g., lifetime annuity, guaranteed annuity or joint and survivor annuity); and your age when benefit payments begin and the age of your Spouse or designated Beneficiary if benefits continue after your death.

- ***Distribution of Small Amounts***

If you terminate employment with Piedmont and all affiliated employers for any reason and the present value of your vested Accrued Benefit is \$5,000 or less, your Accrued Benefit will automatically be paid to you in a single lump sum. The present value is the actuarial equivalent of your Accrued Benefit.

However, if the present value of your vested Accrued Benefit is greater than \$1,000, but does not exceed \$5,000, unless you elect to receive the distribution directly or to have the distribution paid directly to an IRA or another employer plan that will accept the distribution, the lump sum payment will be paid into an IRA designated by the Plan Administrator for your benefit.

If a lump sum is paid, no further payment will be made from the Plan to you or your Beneficiary.

- ***Time of Payment***

- Normal or Delayed Retirement***

If you terminate employment on or after July 1, 2020, after attaining Normal Retirement Age, payment of your benefits will begin on the first of the month following your retirement date. If you previously delayed commencement of your benefit prior to July 1, 2020, your benefits will commence as of July 1, 2020. Unless you elect an optional form of payment, when benefit payments commence, your benefit will be paid as an annuity in the normal form of payment applicable to you based on your marital status. Refer to the next section for the normal forms of payment.

- ***Normal Form of Payment***

- ***Single Participants***

If you are unmarried when your benefit payments begin, your benefit is payable in the form of a five year guaranteed annuity. A five year guaranteed annuity provides pension payments each month for your lifetime, with the provision that if you die before 60 monthly payments have been made to you, your Beneficiary will receive the remainder of the 60 payments. If you die without a surviving Beneficiary, the remaining payments will be made to your estate. If you die after you have received 60 monthly payments, no death benefit will be payable to your Beneficiary.

- ***Married Participants***

If you are married when your benefit payments begin, your benefit is payable in the form of a joint and 50% survivor annuity. A joint and 50% survivor annuity is a monthly benefit for your lifetime. After your death, if your Spouse at the time your benefits began is still living, your Spouse will receive 50% of your monthly benefit for his or her lifetime. The amount of the monthly payments from the joint and 50% survivor annuity are based on the ages of you and your Spouse. No further benefit is payable after both you and your Spouse die.

- ***Optional Forms of Payment***

Prior to retirement, you (with your Spouse's consent if you are married), may elect to decline the normal form of payment described above and receive one of the following optional forms of payment:

- ***Lifetime Annuity*** You may elect an annuity that will pay a lifetime monthly benefit only. Upon your death, all benefit payments will cease.

- ***Guaranteed Annuity for Ten or Fifteen Years*** You may elect a lifetime annuity that is guaranteed to pay 120 or 180 monthly payments, depending on the period you select. If you die before the end of the guaranteed period, your Beneficiary will receive the remainder of the 120 or 180 payments. If you die without a surviving Beneficiary, the remaining payments will be made to your estate.

If you are married, you may also elect the five year guaranteed annuity that is the normal form of payment for single participants.

- ***Joint and 50%, 75% or 100% Survivor Annuity*** You may elect a lifetime annuity with 50%, 75% or 100% of your monthly benefit continuing to your designated Beneficiary for his or her lifetime upon your death. If you name a Beneficiary other than your Spouse who is more than ten years younger than you, IRS rules may prevent you from electing a survivor percentage greater than 50%.

e. EARLY RETIREMENT BENEFITS: May I Retire Before I Reach Age 65?

- ***Early Retirement Date*** You may elect to begin receiving your early retirement benefit at any time after your 55th birthday, if you have at least ten Years of Vesting Service. The first day of the month on or after the date you actually retire between age 55 and age 65 is your early retirement date.

- ***Early Retirement Benefit*** Your early retirement benefit is reduced to reflect that you are starting to receive your benefit payments earlier than your Normal Retirement Date. The reduction will be equal to 6-2/3% of your benefit per year for each of the first five years (prorated for fractional years) you begin receiving payments before your Normal Retirement Date and 3-1/3% of your benefit per year for each additional year (prorated for fractional years) that your early retirement benefit payments precede your Normal Retirement Date. You may defer receipt of your retirement benefit until you reach age 65.

- ***Example 3*** In Example 1, Employee John, who is not married, has an Accrued Benefit of \$880.00 a month. John retires at age 56 but he elects to defer commencement of his benefit payments to age 57 and he does not elect to receive an optional form of payment. His early retirement benefit commencing on the first of the month following his 57th

birthday will be reduced to 56-2/3% of his Accrued Benefit, or \$498.67 per month, payable in a five year guaranteed annuity.

*f. **DELAYED RETIREMENT BENEFITS: May I Work After I Reach My Normal Retirement Age?***

- ***Delayed Retirement Date*** If you work past your 65th birthday, your delayed retirement date will be the first day of the month on or after the date you actually terminate employment with Piedmont and all affiliated employers.
- ***Delayed Retirement Benefit*** Your delayed retirement benefit is your Accrued Benefit as of your delayed retirement date. However, in no event will your retirement benefit be less than the amount you would have received if you retired on your Normal Retirement Date (or at the end of each later year of employment), actuarially increased for your delayed retirement. Benefits are increased actuarially because payments are expected to be made over a shorter period of time.
- ***Required Beginning Date*** Your Accrued Benefit must be distributed, or begin to be distributed, to you no later than April 1 of the calendar year following the calendar year in which occurs the later of (1) your attainment of age 70 and 1/2 or (2) your termination of employment.

If you retire on or after July 1, 2020, you may not defer commencement of your retirement benefit beyond the later of (1) your Normal Retirement Date, or (ii) your termination of employment. In addition, if you previously retired but have delayed commencement of your retirement benefit, your benefits will commence on the later of (i) your Normal Retirement Date, or (ii) July 1, 2020.

*g. **DEFERRED VESTED BENEFITS: Will I Receive A Benefit If I Terminate Employment Before I Am Eligible To Retire?***

- ***Termination of Employment*** If your employment with Piedmont and all affiliated employers ceases before you are eligible for a normal or early retirement benefit, you will be eligible for a termination benefit only if you are vested in your Accrued Benefit at the time your employment terminates. If your employment with Piedmont and all affiliated employers

terminates before you are vested in your Accrued Benefit, you will not be eligible for any benefit from the Plan.

- ***Termination Benefit***

Your termination benefit is equal to your Accrued Benefit as of your date of termination and is payable beginning on your Normal Retirement Date.

- ***Early Payment***

If your termination of employment occurs after you have completed at least ten Years of Vesting Service, you may elect to have your benefit payments begin on the first day of any month after you reach age 55. However, your benefit will be reduced 6-2/3% per year for each of the first five years (prorated monthly for fractional years) you receive your benefit prior to your Normal Retirement Date and 3-1/3% per year for each additional year (prorated monthly for fractional years) that your payments precede your Normal Retirement Date.

h. PAYMENT OF DEATH BENEFITS: What If I Die While I'm Employed Or After I Terminate Employment, But Before I Begin Receiving Benefits?

If you are married and you die, either while employed by Piedmont or an affiliated employer or after you have terminated employment (but before you begin receiving retirement benefits), and you had completed at least five Years of Vesting Service, payment of benefits will be made to your Spouse. These payments will be equal to the survivor portion of the joint and 50% survivor annuity. In other words, death benefits are calculated like normal retirement benefits, based on your Years of Credited Service, Average Monthly Earnings, and Covered Compensation as of the earliest of the date (1) of your death, (2) of your termination of employment, or (3) your Accrued Benefit under the Plan became frozen. This benefit amount is then reduced to the date of payment like an early retirement benefit.

Your Spouse's death benefit will normally be paid as a life annuity starting on the first day of the month following the earliest date you could have received benefits from the Plan. Your Spouse can elect to delay the start of annuity payments until you would have reached age 65.

If the present value of the death benefit payable to your Spouse is \$5,000 or less, none of the above benefit options is available. The benefit will automatically be paid to your Spouse in a single lump sum as soon as administratively practicable after you die, provided, if the death benefit payable is greater than \$1,000 but does not exceed \$5,000, unless the Spouse elects to receive the distribution directly, it shall be paid to an IRA designated by the Plan Administrator for your Spouse's benefit.

If you die before you have a vested interest in your Accrued Benefit, either while you are employed by Piedmont or after you have terminated employment, or if you are not married at your death, no death benefit will be payable from the Plan. For more information on a death benefit payable for unmarried employees who were Plan Participants on December 31, 1996 and who die after qualifying for early retirement, refer to Appendix A of this Summary.

If you are on Military Service and die while on Military Service, for purposes of determining survivor benefits, you will be treated as if you were rehired the day before your death and then died the next day; however, you will not be credited with additional Years of Credited Service under this rule.

Important Information About Claims

PLEASE SEE *DO I HAVE TO APPLY FOR MY BENEFITS?*, *WHAT IF MY APPLICATION FOR BENEFITS IS DENIED?*, AND *WHAT IS THE PLAN'S CLAIM REVIEW PROCEDURE?* FOR IMPORTANT INFORMATION ABOUT HOW TO MAKE A CLAIM FOR BENEFITS AND APPLICABLE CLAIMS AND APPEALS PROCEDURES.

i. PAYMENT OF DISABILITY BENEFITS: What If I Become Disabled?

If you become Disabled after completing at least two Years of Vesting Service (two years of continuous service if the date you became Disabled was prior to January 1, 2006) and are still Disabled on your Normal Retirement Date, your Accrued Benefit will become payable. You are Disabled if you are entitled to a disability insurance benefit under the federal Social Security Act of 1954, as amended. For Plan Years beginning prior to January 1, 2006, you are Disabled if you are unable to perform your duties with Piedmont or an affiliated employer for a period of up to 24 months, and after 24 months, your inability to engage in any occupation in which other individuals who are in good health and who have similar educational backgrounds and training are engaged as their principal means of financial support.

Your Disability benefit is equal to your Accrued Benefit payable when you reach your Normal Retirement Date. To determine your Accrued Benefit, unless you are a Frozen Employee or an Ongoing Participant who later either (1) transferred employment on or after July 1, 2009 to an affiliated employer of Piedmont that is a taxable organization under Federal tax law, or (2) terminated employment and did not recommence participation in the Plan upon rehire, Years of Credited Service will normally include your period of Disability, and Average Monthly Earnings for your period of Disability will be calculated based on your pay rate at Disability and projected until December 31, 2014. If you became Disabled before January 1, 2006, your Average Monthly Earnings will be calculated by assuming that your Earnings for the 12-month period before your Disability date remained level until December 31, 2014.

If you have at least ten Years of Vesting Service, you can choose to start receiving your Disability benefits as early as age 55. In that case, your Disability benefit will be calculated as a reduced early retirement benefit, and you will not receive credit for any Years of Credited Service after your elected Early Retirement Date.

• ***What If I Recover Before My Normal Retirement Date?***

If you are reemployed by Piedmont within 90 days of your recovery (and before December 31, 2014), you will generally receive a Year of Credited Service for each year you were Disabled, as if you had remained actively employed.

If you are not reemployed by Piedmont within 90 days of your recovery (and before December 31, 2014), the time you were Disabled will not count as Credited Service in

the calculation of your Accrued Benefit. You will be eligible for a benefit from the Plan only if you were already vested in your Accrued Benefit at the time you became Disabled.

j. **REEMPLOYMENT: What Happens If I Terminate Employment And I Am Later Reemployed?**

- ***Benefits Are In Pay Status*** *If your benefits are in pay status* and you are reemployed by Piedmont or an affiliate on or after November 1, 2016, your benefit payments will continue during your period of reemployment. If you were reemployed prior to November 1, 2016, benefit payments were suspended while you remain employed by Piedmont or an affiliated employer for at least 83 Hours of Service per month. If your benefits were suspended, you continued to accrue benefits based on your new period of employment, but only until the date your Accrued Benefit became frozen under the Plan (see Section 2.b. “Accrued Benefits, How Is My Accrued Benefit Calculated”), and your Accrued Benefit will be recalculated. If your benefit payments are suspended during your reemployment, when you again terminate employment, your monthly benefit will be actuarially adjusted to reflect the payments you have already received; however, in no event will your benefit be less than the benefit you were entitled to when you first terminated.
- ***Terminated After Becoming Vested*** *If you were eligible but did not receive a distribution when your employment terminated*, you immediately participated in the Plan, if you met the eligibility requirement, when you became reemployed before December 31, 2014, and your Years of Credited Service and Years of Vesting Service will include your prior period of employment.
- ***Terminated Before Becoming Vested*** *If you were not vested in your Accrued Benefit when your employment previously terminated* and your reemployment occurs before you have had five consecutive Breaks in Service, your Years of Credited Service and Years of Vesting Service will include your service from your prior period of employment. If your reemployment occurs after you have had five consecutive Breaks in Service, all Years of Credited Service and Years of Vesting Service from your prior period of employment will be disregarded.

k. FUNDING: Who Pays the Cost of Plan Benefits?

Piedmont pays the entire cost of the Plan. Participant contributions are neither required nor permitted under this Plan. Each year, Piedmont contributes the amount that the Plan's actuary determines to be necessary to fund the present and future benefits of Participants based on the minimum funding requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The contributions are deposited in a Trust Fund established specifically for this Plan. An independent Trustee is responsible for managing and investing the assets of the Plan for the exclusive benefit of Participants and Beneficiaries.

Important Information About Claims

PLEASE SEE *DO I HAVE TO APPLY FOR MY BENEFITS?*, *WHAT IF MY APPLICATION FOR BENEFITS IS DENIED?*, AND *WHAT IS THE PLAN'S CLAIM REVIEW PROCEDURE?* FOR IMPORTANT INFORMATION ABOUT HOW TO MAKE A CLAIM FOR BENEFITS AND APPLICABLE CLAIMS AND APPEALS PROCEDURES.

**3. HOW DOES THE PLAN AFFECT ME
IF MY EMPLOYMENT TERMINATED BEFORE JANUARY 1, 1997?**

If you terminated employment prior to January 1, 1997 and you had a vested benefit, your benefit will be payable under the terms of the Plan in effect when you terminated. Please see APPENDIX A for a discussion of the Accrued Benefit formula and the provisions of the Plan in effect on December 31, 1996. If you are rehired by Piedmont on or after January 1, 1997, your benefit will be determined under the current Plan provisions.

4. WHEN DO I STOP BEING A PARTICIPANT

You stop being a Participant when you are no longer entitled to receive benefits from the Plan.

5. WHAT IF I WAS EMPLOYED BY AN EMPLOYER IN THE SYSTEM?

If you worked for another employer in the System between January 1, 1996 and December 31, 2003, your Hours of Service credited with that employer will be counted for purposes of determining your Years of Eligibility Service and Vesting Service under this Plan. To determine your Years of Credited Service, the Plan also counts your Hours of Service with an affiliated employer, but only if they were earned before your last Hour of Service with Piedmont. Your Accrued Benefit under the Plan is reduced by the accrued benefit amount that you earn under an affiliated employer's plan to the extent it is based on the same period of service included in your Years of Credited Service.

6. DOES SOCIAL SECURITY AFFECT MY BENEFITS FROM THIS PLAN?

Benefits payable from Social Security do not affect the benefits payable from the Plan, nor are they affected by the Plan's benefits.

7. HOW IS THE PLAN ADMINISTERED?

The Piedmont Healthcare, Inc. Retirement Committee is the Plan Administrator. The Plan Administrator carries out the administrative functions of the Plan, such as interpreting Plan documents, determining questions of eligibility for participation or entitlement to benefits, setting up procedures for Participants to follow, distributing information about the Plan, and maintaining Plan records. The Plan Administrator has complete discretionary authority to determine eligibility for benefits, to construe the terms of the Plan and to determine all issues arising under the Plan. Any determination made by the Plan Administrator is final and binding on Participants, subject to the Participant's right to appeal.

8. DO I HAVE TO APPLY FOR MY BENEFITS?

After termination of employment or retirement, you must apply to the Plan Administrator in writing in order to receive your pension benefits. In the event of your death, your Spouse or Beneficiary must apply to the Plan Administrator in writing in order to receive benefits.

Any application must be made in writing in the appropriate form provided by the Plan Administrator. The Plan Administrator will review all claims and may require you to provide it with whatever information that it decides is necessary to make a decision about your claim.

Within 90 days after the receipt of your claim for benefits, the Plan Administrator will notify you of its decision, unless special circumstances require an extension of time. If an extension of time is required, the Plan Administrator will notify you of the extension in writing before the end of the first 90-day period. In no event may the extension be longer than 90 days from the end of the initial 90-day period. The extension notice will indicate the special circumstances requiring the extension of time and the date by which you can expect to receive a decision.

9. WHAT IF MY APPLICATION FOR BENEFITS IS DENIED?

If the claim of you, your Beneficiary or your representative (the "claimant") is denied, in whole or in part, the Plan Administrator will provide the claimant with written notice setting forth the following:

- a. The specific reason for the denial;
- b. The reference to the provisions of the Plan on which the denial is based;
- c. An explanation of what additional information or material, if any, is needed to perfect the claim and why such information or material is needed; and
- d. Information about what steps the claimant needs to take to appeal the Plan Administrator's decision including a statement of the right to bring a civil action under ERISA Section 502(a).

10. WHAT IS THE PLAN'S CLAIM REVIEW PROCEDURE?

The claimant may appeal the Plan Administrator's decision by submitting a written request for review by the Plan Administrator within 60 days after the claimant receives the written

notification denying the claim. Any such request should be accompanied by documents, records or other information in support of the appeal. In addition, the claimant is entitled to have reasonable access to, and copies of, all documents, records, and other information relevant to the claim, free of charge. A failure to request a review of a claim which is denied will be treated as full and complete agreement with the denial.

The Plan Administrator will review all relevant material, including any issues or comments submitted in writing by the claimant (regardless of whether such information was submitted or considered in the initial benefit determination), and will render a decision on the claim within 60 days after it receives the claimant's written request for review. If special circumstances require an extension of time, the Plan Administrator will notify the claimant in writing of the extension and indicate the date the review of the appeal is expected to conclude. The Plan Administrator will render a decision no later than 120 days after it receives the request. If an extension is required due to the claimant's failure to submit information necessary to decide the claim, the period for making the determination on appeal will be tolled from the date of the notification of the extension until the date on which the claimant responds to the request for additional information. The decision of the Plan Administrator will be in writing and will include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based. Such decision will also include:

- a. a statement the claimant is entitled to receive, upon request and free of charge, reasonable access to pertinent documents, records, and other information relevant to the claim for benefits,
- b. a description of the Plan's voluntary appeal procedures (if any), and
- c. a statement of the right to bring an action under ERISA Section 502(a).

The Plan Administrator has the right and discretionary authority to interpret the provisions of the Plan and its decision will be conclusive and binding. You or your Beneficiary may be represented by another person, who may be, but is not required to be, a lawyer. However, you will be responsible for paying the fees and expenses of your representative. A failure to request a review of a claim that is denied will be treated as a full and complete agreement in the denial.

The Plan's claims review procedures do not generally include any voluntary levels of appeal (such as voluntary arbitration).

If a claim for benefits is denied, the claimant cannot bring a lawsuit to recover benefits under the Plan unless the claimant has timely exercised all appeal rights available under the Plan's administrative claims procedures for a denied claim and the appeal(s) seeking benefits has been denied by the Plan Administrator.

11. CAN CREDITORS ATTACH MY BENEFITS?

Federal law does not allow you to use your benefit and does not allow creditors to reach your benefit for any reason until it is paid to you. One exception to this rule is a Qualified Domestic Relations Order ("QDRO"). A QDRO is a judgment, decree or order relating to the provision of child support, alimony payments, or marital property rights, to a spouse, former spouse, child or other dependent. A QDRO is made pursuant to state domestic relations law and creates or

recognizes the existence of an alternate payee's right to receive all or a portion of your Plan benefits. Such an order must be presented to the Plan Administrator who will determine if it meets IRS criteria for a QDRO before a portion of your benefit may be segregated for the alternate payee(s) named in the order. A copy of the procedures governing QDRO's may be obtained without charge from the Plan Administrator.

12. DO I HAVE TO PAY TAXES ON MY BENEFIT?

When you, your Spouse, or your Beneficiary become entitled to receive a monthly retirement benefit from the Plan, you or the recipient will be given the option of having income taxes withheld from the payments received. If you do not elect to withhold, you will be responsible for estimating and paying income tax on the payments you receive. If your estimate is wrong and you don't pay enough taxes, you may be subject to tax penalties.

If you or your Spouse receives your benefit in the form of a single lump sum, the Plan is required to withhold 20% federal income tax, unless it is transferred directly into another employer's eligible retirement plan or an individual retirement account/annuity (IRA).

Before you receive your distribution, you will receive further tax information. The tax laws are complicated and subject to change, and Piedmont cannot provide you with individual tax or financial planning advice. Piedmont suggests that you seek advice from a qualified tax advisor or financial planner to be sure your personal situation is considered carefully.

13. ARE THERE ANY LEGAL LIMITATIONS ON MY BENEFITS?

Federal law sets a limit on the amount of compensation that can be used to determine your retirement benefit and on the amount of annual benefits you can receive from the Plan. For example, for 2014 the limit on the amount of compensation that could be used for computing your benefit was \$260,000, and the limit on the amount of annual benefit you can receive from the Plan (a) is the lesser of \$210,000 and (b) 100% of your highest average compensation (as determined under Code Section 415(b)). These amounts are set by the IRS and may change periodically. You will be notified if either of these limits affects you.

14. CAN THE PLAN BE AMENDED OR TERMINATED?

Piedmont has established the Plan with the intention of continuing it indefinitely; however, the uncertainties under which all businesses operate, as well as possible future changes in the law, make it necessary for Piedmont to reserve the right to change or terminate the Plan or any Plan feature at any time. Provisions are included in the Plan to protect you in the event of a change in or termination of the Plan. A Plan amendment or Plan termination cannot reduce the amount of your Accrued Benefit at the time of the amendment (except as may be necessary to preserve the Plan's exemption from taxation). If the Plan terminates or if a partial termination occurs, you become 100% vested if you are affected by the termination or partial termination.

15. FEDERAL GUARANTEE OF PLAN BENEFITS

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates without enough money to

pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the Plan terminates; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- Some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- Benefits that are not vested because you have not worked long enough for Piedmont;
- Benefits for which you have not met all of the requirements at the time the Plan terminates;
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

16. IS THE PLAN A CONTRACT OF EMPLOYMENT?

No. Participation in the Plan does not give any individual the right to remain employed by Piedmont.

17. NOTIFICATION OF ADDRESS CHANGE

Whenever you move, you are required to keep Piedmont advised of your new location. You (or your Beneficiary) cannot receive payments from the Plan if the Plan Administrator does

not know where to send the check. A letter to the Plan Administrator at Piedmont enclosing your new address will keep the appropriate parties informed.

18. **DEFINITIONS**

Following are some of the terms used in this Summary and their meanings:

- a. **Accrued Benefit.** Your “Accrued Benefit” is the amount of your monthly benefit which you have earned at any given time and which is payable in the normal form of payment (refer to Section 2.d. for description of the normal form of payment) at Normal Retirement Date. The calculation of your Accrued Benefit is discussed in more detail starting in Section 2.b. REMEMBER, your Accrued Benefit will never be less than the amount of your Accrued Benefit calculated as of December 31, 1996 under the provisions of the Plan in effect on that date. Please see Appendix A for a discussion of the Accrued Benefit formula and the provisions of the Plan in effect on December 31, 1996. Effective as of midnight on December 31, 2008, the Accrued Benefit of each Frozen Employee is frozen and shall not increase thereafter. Effective as of midnight on December 31, 2014, the Accrued Benefit of each Ongoing Participant is frozen (unless earlier frozen as more fully described in Section 2.b., above) and shall not increase thereafter for any reason.
- b. **Annuity.** “Annuity” means monthly payments for your life and (1) if you elected a joint and survivor annuity, then upon your death, monthly payments (which may be less than the monthly amount paid to you, depending the type of joint and survivor annuity you elected) for the life of your Beneficiary (if then living) or (2) if you elected a period certain annuity, monthly payments to your Beneficiary (or your Beneficiary’s estate should your Beneficiary die after you) for the minimum number of guaranteed monthly payments.
- c. **Average Monthly Earnings.** “Average Monthly Earnings” is your total Earnings from Piedmont for the five highest consecutive calendar years of employment during your last ten years of employment with Piedmont, divided by 60 minus the number of complete months (if any) during this period when you were not actively employed. If you have fewer than five years of employment with Piedmont when you terminate, your total Earnings for your period of employment will be divided by the number of complete months you were employed. Effective as of midnight on December 31, 2008, the Accrued Benefit of each Frozen Employee is frozen. Accordingly, the Accrued Benefit for each Frozen Employee will be determined using the Frozen Employee’s Average Monthly Earnings as of midnight on December 31, 2008. Average Monthly Earnings for a Frozen Employee will not increase or decrease after December 31, 2008. Effective as of midnight on December 31, 2014, the Accrued Benefit of each Ongoing Participant is frozen (unless earlier frozen as more fully described in Section 2.b., above). Accordingly, the Accrued Benefit for each Ongoing Participant will be determined using the Ongoing Participant’s Average Monthly Earnings as of midnight on December 31, 2014 (or such earlier date as is more fully described in Section 2.b., above). Average Monthly

Earnings shall not increase or decrease for any Ongoing Participant after December 31, 2014.

- d. **Beneficiary.** Your “Beneficiary” is the person or legal entity who is entitled to receive benefits, if any, under the Plan upon your death. With respect to any benefit, if you are married, your Spouse is the automatic Beneficiary and this designation may be revoked only with your Spouse’s written consent. This is the case even if while you were an unmarried participant in the Plan you designated one or more Beneficiaries; if you later become married, your Spouse becomes the automatic Beneficiary and your prior Beneficiary designation is automatically revoked. If you become divorced, the automatic spousal designation shall be null and void with respect to such former spouse, except as may otherwise be required pursuant to a Qualified Domestic Relations Order. You are permitted to designate (with Spousal consent, if applicable) one or more Beneficiaries, in which case, the Beneficiary (or Beneficiaries) you properly designate will be the person(s) or legal entity(ies) most recently designated by you. Your Beneficiary designation must be delivered to the Plan Administrator in such form and manner as is required by the Plan Administrator. If your designated Beneficiary(ies) predecease you or you do not designate a Beneficiary(ies), your estate will be your Beneficiary
- e. **Break in Service.** A Break in Service is a Plan Year or 12 consecutive month period, whichever is applicable, during which you are credited with 500 Hours of Service or less. If you have more than 500 hours but less than 1,000 hours, you will not have a Break in Service; however, you will not be credited with a Year of Vesting Service nor a Year of Credited Service for such period. If you have any questions about a possible Break in Service, you should contact the Plan Administrator.

For purposes of determining if you have a Break in Service, periods during which you are on a maternity or paternity leave of absence will be included in the calculation of Hours of Service based on your normal work schedule (up to a maximum of 501 Hours of Service). A maternity or paternity leave of absence is an approved leave of absence from work for any period by reason of your pregnancy, the birth of your child, your adoption of a child or caring for your newborn or newly adopted child. The Hours of Service will be credited in the year your leave begins if you need more hours to prevent a Break in Service. Otherwise, the Hours of Service may be credited in the following year.

In addition, you will be credited with 190 Hours of Service for each month when you are on an approved unpaid leave of absence beginning on or after January 1, 2005. An approved leave of absence is an absence from employment that has been approved by Piedmont under standard personnel practices, or an absence that is a result of an occupational injury or disease that entitles you to worker’s compensation payments. You will receive credit for these hours only if you return to work at the end of the approved leave. Like maternity or paternity leave, the Hours of Service credited for an approved leave will be limited to 501 hours, and they will count as service solely for the purpose of preventing a Break in Service.

- f. **Covered Compensation.** “Covered Compensation” is the average of the maximum amount of earnings subject to Social Security (FICA) taxes over the 35-year period ending with and including the year you reach Social Security retirement age. Social Security retirement age is 65 for those born before 1938, although it increases to age 66 for those born 1938 to 1954, and increases again to age 67 for those born in 1955 or later.

Please keep in mind that the Social Security Administration changes the Covered Compensation amount each year because the earnings subject to FICA taxes are indexed to changes in national average wages. For more information about your Covered Compensation, please contact the Plan Administrator at Piedmont. Effective as of midnight on December 31, 2008, the Accrued Benefit of each Frozen Employee was frozen. Accordingly, the Accrued Benefit of each Frozen Employee will be determined using the Participant’s Covered Compensation as of December 31, 2008, and future increases or decreases in Covered Compensation shall not impact the Accrued Benefit of Frozen Employees. Effective as of midnight on December 31, 2014, the Accrued Benefit of each Ongoing Participant is frozen (unless earlier frozen as more fully described in Section 2.b., above). Accordingly, the Accrued Benefit of each Ongoing Participant will be determined using the Ongoing Participant’s Covered Compensation as of December 31, 2014 (or such earlier date as is more fully described in Section 2.b., above), and future increases or decreases in Covered Compensation shall not impact the Accrued Benefit of any Ongoing Participant.

- g. **Disabled or Disability.** For Plan Years beginning after 2005, you are Disabled if you have a mental or physical condition that qualifies as a total and permanent disability for Social Security benefits while you are employed by Piedmont. For Plan Years beginning before 2006, you were considered Disabled if you were unable to perform your duties with Piedmont for a period up to 24 months, and after 24 months, you continued to be unable to engage in any reasonable occupation in which other individuals who are in good health and who have similar educational backgrounds and training are engaged as their principal means of financial support.

Disabled or Disability does not include injury or disease resulting from: willfully participating in acts of violence, riot or civil insurrection; willfully participating in the commission of a felony; service in any armed forces or as the result of warfare; work done for any person or entity other than Piedmont or an affiliated employer; intentional, self-inflicted injury; or an injury or disease sustained after your termination of employment with Piedmont or an affiliated employer.

- h. **Earnings.** Your “Earnings” generally is your pay from Piedmont which is reported to the Internal Revenue Service on Form W-2. Earnings also include amounts which would otherwise have been paid to you by Piedmont except for your election to defer receipt of compensation under a benefit plan offered by Piedmont (including, but not limited to, a 403(b) plan, a 401(k) plan or a Section 125 cafeteria plan).

Your Earnings generally include the eligible pay you received from other employers in the System through December 31, 2003, except for amounts paid after your last day of work for Piedmont. If you were previously employed by WellStar, the Plan counts your eligible pay from WellStar through December 31, 1999. In addition, if you became a Piedmont employee in 2000, your Earnings include any eligible pay that you received from WellStar during 2000 and before you became an Eligible Employee under this Plan.

The IRS limits the total amount of your compensation which can be considered for purposes of determining your benefit. For 2014, this limit was \$260,000.

Effective as of midnight on December 31, 2008, the Accrued Benefit of each Frozen Employee was frozen. Accordingly, Earnings paid or earned after December 31, 2008, with respect to a Frozen Employee shall not be taken into account under the Plan for any reason including, but not limited to, the determination of Accrued Monthly Earnings.

Effective as of midnight on December 31, 2014, the Accrued Benefits of each Ongoing Participant was frozen (unless earlier frozen as more fully described in Section 2.b., above). Accordingly, Earnings paid or earned after December 31, 2014, shall not be taken into account under the Plan for any reason, including, but not limited to, the determination of Accrued Monthly Earnings.

- i. **Eligible Employee.** Effective at midnight on December 31, 2008, no Employee could commence participation in the Plan.
- j. **Employee.** An “Employee” is any person who is employed by Piedmont.
- k. **Frozen Employee.** A “Frozen Employee” is an employee whose Accrued Benefit was frozen as of midnight on December 31, 2008, as described in Appendix B.
- l. **Hours of Service.** Your Hours of Service with Piedmont or an affiliated employer are credited under rules set up by the U.S. Department of Labor. You are credited with an Hour of Service for each hour for which:
 - a. you are paid or entitled to payment for the performance of duties;
 - b. you are paid or entitled to payment for periods of time you are not working because of vacation, holiday, jury duty, incapacity (including Disability), military duty, while you are on an approved leave of absence, layoff or illness;
 - c. you are on a military leave required to be covered by law; or
 - d. back pay is either agreed to or awarded to you.

If Piedmont does not record the actual hours you work, you will be credited with 190 Hours of Service for each month in which you work at least one hour or for which you receive earnings.

You will receive credit for Hours of Service as if your active employment had continued for any absence while you serve in the covered services (as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994, “USERRA”) of the United States armed forces or government, provided you returned to work for Piedmont within the period your reemployment rights are protected as you comply with the other requirements for reemployment under USERRA. If you do not return to Piedmont within that period, you will be considered to be a terminated employee as of the date your absence began.

Subject to other Plan rules, you receive credit for your Hours of Service with other employers in the System through December 31, 2003. If you were employed by WellStar, your Hours of Service include your hours of service with WellStar through December 31, 1999, when it ceased to be part of the System. In addition, if you became a Piedmont employee in 2000, you received credit for any hours of service with WellStar that you earned during 2000 and before you became an Eligible Employee under this Plan.

- m. **Military Service.** “Military Service” is service in the uniformed services as defined by Uniformed Services Employment and Reemployment Rights Act of 1994, as amended as well as any applicable regulation pertaining thereto (“USERRA”). Military Service includes voluntary or involuntary service in the United States Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty under Federal statute, the commissioned corps of the Public Health Service, any other category of persons designated by the President in time of war or national emergency, and any other service recognized as Military Service by USERRA.
- n. **Normal Retirement Age.** Your “Normal Retirement Age” is the later of the date on which you reach age 65 or the fifth anniversary of your date of participation in this Plan.
- o. **Normal Retirement Date.** The first day of the month on or after the date you reach your Normal Retirement Age.
- p. **Ongoing Participant.** An “Ongoing Participant” is an individual defined as such in Appendix B.
- q. **Participant.** A “Participant” is any Employee who is eligible to participate in the Plan, and any individual who is entitled to or who is receiving benefits under the Plan.
- r. **Piedmont.** Refer to Section 1, Introduction, for a definition.
- s. **Plan Year.** The “Plan Year” is the calendar year.
- t. **Spouse.** A “Spouse” is the person of the same or opposite sex to whom you are legally married (i) immediately prior to the date on which benefit payments begin,

or (ii) if you die before your benefit payments begin, to whom you are legally married on the date of your death.

- u. **System.** Refer to Section 1, Introduction, for a definition.
- v. **Year of Credited Service.** “Credited Service” is used as a factor in determining the amount of your benefit under the Plan. You will receive one year of Credited Service (to a maximum of 25 years) for each Plan Year during which you complete at least 1,000 Hours of Service. Your Hours of Service with affiliated employers count in determining your Years of Credited Service only if they are completed before you perform your last Hour of Service with Piedmont.

A Participant who becomes Disabled and remains Disabled until his or her Normal Retirement Date shall be credited with a Year of Credited Service for each Plan Year in which he or she is Disabled. If you cease to be Disabled prior to your Normal Retirement Date, but become an Eligible Employee within 90 days of your recovery, you shall receive one Year of Credited Service for each Plan Year during which you were Disabled.

No more than one Year of Credited Service shall be credited to a Participant for any Plan Year.

Effective at midnight on December 31, 2008, the Accrued Benefit of each Frozen Employee was frozen. Accordingly, no Frozen Employees earned a Year of Credited Service after December 31, 2008.

Effective at midnight on December 31, 2014, the Accrued Benefits of each Ongoing Participant was frozen (unless earlier frozen as more fully described in Section 2.b., above). Accordingly, no Ongoing Participant shall earn a Year of Credited Service after December 31, 2014 (or such earlier date as is more fully described in Section 2.b., above).

- w. **Year of Eligibility Service.** Prior to January 1, 2009, “Eligibility Service” was used to determine eligibility to participate in the Plan. A Year of Eligibility Service is a consecutive 12 month period of service beginning on your date of employment during which you complete at least 1,000 Hours of Service. If you did not complete 1,000 Hours of Service during your first 12 consecutive month period, you were credited with a Year of Eligibility Service if you completed 1,000 Hours of Service during the Plan Year. Effective at midnight on December 31, 2008, no new Employees could commence participation in the Plan. Accordingly, the definition of Year of Eligibility Service is not applicable on or after January 1, 2009.
- x. **Year of Vesting Service.** “Vesting Service” is used to determine your eligibility to receive benefits. You will receive one Year of Vesting Service for each Plan Year beginning on or after the effective date of this Plan or the Fayette Community Hospital, Inc. Retirement Plan, as applicable, during which you are credited with at least 1,000 Hours of Service.

A Participant who becomes Disabled and remains Disabled until his or her Normal Retirement Date shall be credited with a Year of Vesting Service for each Plan Year in which he or she is Disabled. If you cease to be Disabled prior to your Normal Retirement Date, but become an Eligible Employee within 90 days of your recovery, you shall receive one Year of Vesting Service for each Plan Year during which you were Disabled.

No more than one Year of Vesting Service shall be credited to a Participant for any Plan Year.

The Plan was amended on December 31, 2008, to freeze the Accrued Benefit of all Frozen Employees. Accordingly, Frozen Employees cease earning Years of Credited Service effective at midnight on December 31, 2008. Nevertheless, Employees (including Frozen Employees) shall continue to earn Years of Vesting Service in accordance with the terms of the Plan.

In addition, notwithstanding the cessation of all benefit accruals under the Plan effective December 31, 2014, Ongoing Participants shall continue to earn Years of Vesting Service in accordance with the terms of the Plan.

19. STATEMENT OF ERISA RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan Participants shall be entitled to:

19.1 Receive Information About the Plan and Your Benefits.

Examine, without charge, at the Plan Administrator’s office all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

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 the summary annual report.

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 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 earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

19.2 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 Plan. The people who operate your plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

19.3 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 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and to pay you up to \$110 a day for each day after 30 days that you did not receive the materials, unless the requested 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 qualified domestic relations order, you may file a suit in federal court after you have exhausted the claims procedure described in Section 10. 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.

If you have questions about the 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, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquires, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration at 1-800-998-7542.

20. OTHER IMPORTANT INFORMATION

Plan Name

Piedmont Healthcare, Inc. Retirement Plan

Plan Sponsor and Plan Administrator

Piedmont Healthcare, Inc.
1800 Howell Mill Road, Suite 800
Atlanta, GA 30318
(678) 503-1900

The employers participating in the Plan, referred to as Participating Employers, include Piedmont Healthcare, Inc., Piedmont Hospital, Inc., Piedmont Fayette Hospital, Inc., Piedmont Mountainside Hospital, Inc., Piedmont Newnan Hospital, Inc., Piedmont Medical Care Corporation, Piedmont Heart Institute Physicians, Inc., Piedmont Heart Institute, Inc., and Piedmont Henry Hospital, Inc.; however, effective at midnight on December 31, 2008, no Employee could commence participation in the Plan. In addition, effective at midnight on December 31, 2008, certain Participants had their Accrued Benefit frozen under the Plan (each, a “Frozen Employee”). Active participants in the Plan on December 31, 2008 who are not Frozen Employees (each, an “Ongoing Participant”) continued to accrue benefits under the Plan until December 31, 2014, unless, prior to December 31, 2014, such participant either (1) transferred employment on or after July 1, 2009 to an affiliated employer of Piedmont that is a taxable organization under Federal tax law, or (2) terminated employment and either was (a) not rehired or (b) was (i) rehired after thirty calendar days or (ii) rehired within thirty days but was rehired into an ineligible class of employees. Please see the Plan Administrator for information regarding eligible classes of employees following rehire. Effective as of midnight on December 31, 2014, the Plan became frozen in its entirety and, as a result, all benefit accruals under the Plan ceased.

Employer Identification Number of Plan Sponsor

The Employer Identification Number (“EIN”) is 58-1503902.

Plan Number

The Plan Number is 004.

Plan Year

The Plan Year is July 1 to the following June 30. Plan records are kept on a Plan Year basis.

Type of Plan

The Plan is a defined benefit pension plan providing monthly retirement benefits for eligible participants and Beneficiaries.

Funding

Plan benefits are funded through and paid directly from a trust. The trust is maintained under a trust agreement between Piedmont and the Plan Trustee.

Type of Plan Administration

The Plan is administered by the Piedmont Healthcare, Inc. Retirement Committee (the "Plan Administrator").

The Plan Administrator has the exclusive power and authority, in its sole and absolute discretion, to administer and interpret the Plan and related documents and to make any factual determinations relating to the administration of the Plan. The decisions of the Plan Administrator on any dispute arising under the Plan shall be final, conclusive, and binding on all participants, beneficiaries, alternate payees, or any other persons.

Additional rules may apply to the provision of any benefit, and the terms of this Summary are not intended to enlarge or expand the benefits which are available under the Plan. In the event of a conflict between the terms of the Plan and the terms of this Summary, the terms of the Plan, not this Summary, will determine your right to receive a benefit.

A copy of the Plan can be obtained from the Plan Administrator, and the Plan and related documents can be reviewed at Piedmont during normal business hours. The address of the Plan Administrator is in care of Piedmont at the Piedmont address given above.

Legal Service

The Plan's agent for service of legal process is:

Piedmont Healthcare, Inc.

c/o CSC of Cobb County, Inc.

192 Anderson Street SE

Suite 125

Marietta, GA 30060

Legal process may also be served on the Plan Trustee or Plan Administrator.

Trustee

The Plan Trustee is The Bank of New York Mellon. The assets of the Plan are in accounts held by:

The Bank of New York Mellon
500 Grant Street
Pittsburgh, PA 15258

The Trustee is responsible for investing the assets of the Plan unless the Plan Administrator appoints one or more independent investment managers to do so.

[The Piedmont Pension Center]

You may contact **[The Piedmont Pension Center]** for information related to your pension benefit in the following ways:

By Phone: **[844-237-1478]**

By Mail: **[Piedmont Pension Center]
[P.O. Box 380
[Lincolnshire, IL 60069-0380]**

The **[Piedmont Pension Center]** can help with your pension benefit. Pension Service Center representatives are available Monday through Friday from **[9:00 a.m. to 5:00 p.m. Central Time]** at **[telephone number]** (toll free). You will be asked to verify your full name, date of birth, and the last 4 digits of your Social Security Number for security purposes.

Official Documents

This Summary only summarizes the important features of the Plan. The Plan is governed by the official Plan document and trust agreement. In the event of any conflict between the information in this Summary and the provisions of the Plan document and trust agreement, the Plan document and trust agreement will control.

Top-Heavy Benefits

In the unlikely event that the Plan becomes top-heavy (that is, if key employees become eligible to receive more than 60% of the value of the Plan's benefits), certain minimum vesting and benefit provisions will go into effect. If you have any questions about top-heavy provisions, please contact the Plan Administrator.

Restrictions Based on Funding Level

Federal law requires that the Plan apply certain restrictions if the Plan's funding level falls below certain thresholds or if Piedmont goes into bankruptcy. Currently, the Plan is funded above those levels, and Piedmont intends to continue funding the Plan at sufficient levels so that these restrictions will not apply. You will receive a notice if and when these restrictions become effective for the Plan. The restrictions, if applicable, could include limitations on the availability of lump sum distributions over \$5,000.

APPENDIX A

Introduction

This APPENDIX A describes benefits that are available to Participants who participated in the Plan prior to 1997. Capitalized terms used in this Appendix A have the same meaning as provided in the main body of this Summary.

Minimum Accrued Benefit

Your Accrued Benefit under the Plan as of December 31, 1996 is at all times a guaranteed and protected benefit. At no time will your Accrued Benefit be less than the amount of your Accrued Benefit on December 31, 1996, as determined under the Plan provisions in effect at that time.

If you became a Participant before December 31, 1996, your Accrued Benefit is equal to the greater of A or B below:

A - the formula described in Section 2.b. of this Summary; or

B - The following formula:

- ***Projected Retirement Benefit*** Your Projected Retirement Benefit, payable at your Normal Retirement Date is computed in accordance with the following formula:

1.0% of one-twelfth of Average Annual Earnings up to your
1996 Covered Compensation

Plus

1.4% of one-twelfth of Average Annual Earnings in excess of
your 1996 Covered Compensation

multiplied by

Your expected Years of Credited Service at Normal
Retirement (up to a maximum of 35 years)

- ***Accrued Benefit Formula***

Your Accrued Benefit is the portion of your Projected Retirement Benefit that you have accrued as of any date. Your Accrued Benefit is calculated by multiplying your Projected Retirement Benefit by the following fraction (not to exceed one):

Your actual Years of Credited Service as of December 31,
1996

divided by

Your expected Years of Credited Service at Normal
Retirement.

- ***Average Annual Earnings***

Your “Average Annual Earnings” is your total Earnings from the System for the five highest consecutive calendar years of employment during your last ten years of employment, divided by five. If you do not complete five years of employment, your Average Annual Earnings are the average of your Earnings for your actual period of employment. Like the other elements of the prior formula, your Average Annual Earnings are determined as of December 31, 1996.

If you completed at least 25 Years of Vesting Service as of December 31, 1996, your minimum Accrued Benefit under the prior formula will be determined as of June 30, 1997, based on your Average Annual Earnings, Covered Compensation, and Years of Credited Service as of that date.

If you desire more information about your Accrued Benefit under the prior formula, please contact the Plan Administrator at Piedmont.

- ***Example***

Employee Jane was born in 1939, and is 65 years old in 2005. Jane has 38 Years of Credited Service as of her retirement date in 2005. Because she had earned at least 25 Years of Credited Service as of December 31, 1996, her Accrued Benefit cannot be less than the Accrued Benefit determined under the prior formula. As of June 30, 1997, Jane had 30 Years of Credited Service, her Average Annual Earnings were \$48,000, and her Covered Compensation was \$42,792. Jane’s minimum Accrued Benefit is calculated as follows:

Step 1: 1.0% of one-twelfth of \$42,792 (her Average Annual Earnings up to Covered Compensation) is \$35.66.

Step 2: 1.4% of one-twelfth of \$5,208 (\$48,000 minus \$42,792) is \$6.08.

Step 3: Add Steps 1 and 2 together. \$35.66 plus \$6.08 is \$41.74.

Step 4: Multiply the Step 3 answer by Jane's expected Years of Credited Service at Normal Retirement (capped at 35 years) to determine her Projected Retirement Benefit; 41.74×35 is \$1,460.90.

Step 5: Multiply the Projected Retirement Benefit by the fraction based on Jane's actual Years of Credited Service: $1,460.90 \times 30/35$ is \$1,252.20. Jane's Accrued Benefit on her Normal Retirement Date is the greater of \$1,252.20 or the benefit amount calculated under the Plan's current formula as of her retirement date.

Payment of Benefits for Participants Who Participated in the Plan Prior to 1997

- ***Normal Form of Payment for Single Participants*** If you die before 60 monthly payments have been completed and you participated in the Plan on December 31, 1996, your Beneficiary may elect to receive the remainder of the payments in one actuarial equivalent lump sum payment after your death.
- ***Optional Form of Payment*** If you a) were a participant in the Plan on December 31, 1996, b) elected to receive a guaranteed annuity for five, ten or fifteen years as your payment option from the Plan and c) die before receiving the total number of payments you selected, your Beneficiary may elect to receive the actuarial equivalent of the remaining payments in a lump sum payment. If you die after you have received the guaranteed number of monthly payments, all benefit payments will stop upon your death.
- ***Early Retirement Benefits*** If you were a Participant in the Plan on December 31, 1996, and you are eligible for an early retirement benefit as described in Section 2.e. of the main text of this Summary, you may elect to receive an increased monthly benefit until the date you designate to start receiving Social Security payments and a reduced benefit afterwards. This option will provide you with approximately the same total retirement income before and after you begin to receive Social Security benefits. No benefit will be paid after your death.

If you were a Participant on December 31, 1996 and you retire early but after you attain age 60 and complete 35 Years of Credited Service, you will receive a benefit equal to the greater of a) the early retirement benefit described in Section 2.e. of the main text of this Summary or b) an unreduced early retirement benefit calculated as of December 31, 1996 or as of June 30, 1997, if you had earned 25 or more Years of Vesting Service as of December 31, 1996.

- ***Death Benefits***

If you were a Participant in the Plan on December 31, 1996, you die without a Spouse, and your death occurs after you qualify for early retirement, but before your benefits begin, the Plan will pay a death benefit to your designated Beneficiary. Your Beneficiary will receive the benefit that would have been paid if you had retired on the day before your death with a guaranteed annuity for five years and your benefit was calculated under the prior Plan formula (as described in this Appendix) as of December 31, 1996 (or as of June 30, 1997, if you had at least 25 Years of Vesting Service as of December 31, 1996). Payments will begin on the first day of the month following your death and will continue for 60 months. A Participant's surviving Spouse may elect to receive a lump sum payment, in lieu of the benefit described above.

Service Accrual for Participants Who Participated in the Plan Prior to 1997

- ***Year of Service***

Credited Service — You received one Year of Credited Service for each Plan Year before 1997 during which you were credited with at least 1,000 Hours of Service. You also received credit with a partial Year of Credited Service if you completed fewer than 1,000 Hours of Service in any Plan Year before 1997 in which you were hired, terminated employment for any reason, returned to work after a Break in Service, became Disabled, or died. If any of these events occurred, you were credited with 1/1,000 of a Year of Credited Service for each Hour of Service you earned during the year. For the short Plan Year lasting from May 1, 1979 through December 31, 1979, you received 2/3 of a Year of Credited Service if you were credited with at least 667 Hours of Service in that period.

For Plan Years beginning prior to January 1, 1997, you were also credited with a Year of Credited Service under this Plan if you were credited with a year of benefit accrual service under the terms of another defined benefit plan maintained by an affiliated employer.

NOTE: If you became a participant in the Plan on or after January 1, 1985, you did not receive a Year of Credited Service for any Plan Year ending prior to the Plan Year in which you became 21 (or January 1, 1985, if later). If you became a participant in the Plan prior to January 1, 1985, you did not receive a Year of Credited Service for any Plan Year ending prior to your attainment of age 24-1/2.

Eligibility Service — For Plan Years beginning prior to January 1, 1997, you received credit for one Year of Eligibility Service for each year of eligibility service credited under the terms of this Plan or another defined benefit plan maintained by an affiliated employer.

Vesting Service — You generally received credit for one Year of Vesting Service for each Plan Year before 1997 during which you were credited with at least 1,000 Hours of Service. You also received credit with a partial Year of Vesting Service if you completed fewer than 1,000 Hours of Service in any Plan Year before 1997 in which you were hired, terminated employment for any reason, returned to work after a Break in Service, became Disabled, or died. If any of these events occurred, you were credited with 1/1,000 of a Year of Vesting Service for each Hour of Service you earned during the year.

For Plan Years beginning prior to January 1, 1997, you were also credited with a Year of Vesting Service under this Plan if you were credited with a year of vesting service under the terms of another defined benefit plan maintained by an affiliated employer.

You did not receive a year of Vesting Service for any Plan Year prior to the Plan Year in which you became age 18 if you terminated employment prior to January 1, 1997.

APPENDIX B
FROZEN EMPLOYEES
AND
ONGOING PARTICIPANTS

1. Definitions.

All Employees had their Accrued Benefit under the Plan frozen as of midnight on December 31, 2008, other than those Eligible Employees described in Section 2(a) who elected Option One — Ongoing Accruals. The Eligible Employees who elected Option One — Ongoing Accruals are collectively known as “Ongoing Participants.” Thus, Eligible Employees who elected or were deemed to have elected Option Two — Frozen Accruals (see Sections 2(c) and (d)) as well as those Employees who did not have a Pension Choice (see Sections 2(f) and (g)) had their Accrued Benefit, if any, frozen as of midnight on December 31, 2008. These Employees whose Accrued Benefits were frozen as of midnight on December 31, 2008 are collectively known as “Frozen Employees.”

2. Background on Pension Choice.

(a) **Description of Choice.** During 2008, Piedmont Healthcare, Inc. provided Eligible Employees who were Employees on July 1, 2008, who had satisfied the eligibility requirements of the Plan as of July 1, 2008, and who were actively participating in and accruing a benefit under the Plan as of July 1, 2008, a choice regarding on-going participation in the Plan. Piedmont allowed such Eligible Employees to elect one of two alternatives.

(b) **Option One.** Option one provided that the Eligible Employees described in Section 2(a) would continue active participation in the Plan (as well as continue participation in a Code Section 403(b) plan sponsored by Piedmont Healthcare, Inc.). Option one was defined as “Option One — Ongoing Accruals.”

(c) **Option Two.** Option two provided that the Eligible Employees described in Section 2(a) would have their Accrued Benefit under the Plan frozen effective at midnight on December 31, 2008 (as well as freeze contributions to the Code Section 403(b) plan). Eligible Employees electing option two would begin participation in the newly established Piedmont Healthcare, Inc. 401(k) TomorrowPlan (“TomorrowPlan”) effective January 1, 2009. Option two was defined as “Option Two — Frozen Accruals.”

(d) **Default Election.** If an Eligible Employee described in Section 2(a) failed to make a Pension Choice (as defined below) during the Choice Period (as defined below), the Eligible Employee was deemed to have elected Option Two — Frozen Accruals.

(e) **Definition of “Pension Choice” and “Choice Period”.** The choice described in the preceding paragraphs (a) through (c) was defined as the “Pension Choice.” The time period for making the Pension Choice period was approximately October 1, 2008 through November 14, 2008 (“Choice Period”).

(f) Employees who did not have a Pension Choice.

The following Employees did not have a Pension Choice:

- (1) **Employees hired after July 1, 2007, or Employees rehired after June 30, 2008.**
- (2) **Employees who were not eligible to accrue a benefit in the Plan on July 1, 2008.**

Example. An Eligible Employee hired on July 15, 2007, could complete his or her one Year of Eligibility Service and commence participation in the Plan on August 1, 2008. Although, this Eligible Employee is entitled to commence accruing a benefit under this Plan on August 1, 2008, this Eligible Employee was not entitled to accrue a benefit in the Plan on July 1, 2008, and is therefore ineligible to have a Pension Choice.

Example. An Employee who previously participated in the Plan as an Eligible Employee and has an Accrued Benefit remains employed by the Company. However, because of a change in status, this Employee is not an Eligible Employee on July 1, 2008. Although this Employee has an Accrued Benefit and is actively employed on July 1, 2008, he or she is not entitled to a Pension Choice.

- (3) **Employees not employed by Piedmont or by an affiliated employer designated by Piedmont to participate in this Plan.**

Employees who did not have a Pension Choice had their Accrued Benefit under this Plan, if any, frozen as of midnight on December 31, 2008.

(g) Delayed Pension Choice.

- (1) **FMLA Leave.** An Eligible Employee described in Section 2(a) who during the Choice Period was on authorized leave pursuant to the Family Medical Leave Act of 1993, as amended (“FMLA”), and who did not make a Pension Choice during the Choice Period had 45 calendar days to make the Pension Choice following his or her return to active employment from FMLA leave.

Occasionally an Eligible Employee used his or her entire FMLA leave but the authorized purpose for such FMLA leave had not been resolved at the conclusion of such FMLA leave. The Employer may then have granted such Eligible Employee additional authorized leave for a period of time immediately following the end of the FMLA leave. In this circumstance, this Eligible Employee had 45 calendar days to make the Pension Choice following the end of the additional authorized leave.

If the Eligible Employee did not return to active employment with an Employer immediately following the end of his or her authorized FMLA leave or, in the circumstances described in the preceding paragraph, immediately following the end of the authorized extended leave, the Eligible Employee was not entitled to a Pension Choice.

For clarity, to be eligible for the delayed Pension Choice described in this Section 2(g)(1), the Eligible Employee had to have been on FMLA (or authorized extended leave immediately following the FMLA leave as described above) for at least fourteen continuous calendar days

during the Choice Period. Otherwise, such Eligible Employee was not entitled to a delayed Pension Choice.

(2) **Military Leave.** An Eligible Employee described in Section 2(a) who at any time during the Choice Period was on military leave with reemployment rights subject to the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended and applicable regulations (“USERRA) had the following delayed Pension Choice. Such Eligible Employee had 45 calendar days following the Eligible Employee’s reemployment from military leave to make a Pension Choice. If the Eligible Employee did not return to active employment within the reemployment time limitations of USERRA, the Eligible Employee was not entitled to a Pension Choice.

(3) An Eligible Employee described in this Section 2(g) who did not make a Pension Choice during the applicable 45 calendar day period was deemed to have elected Option Two — Frozen Accruals.

(4) An Eligible Employee described in this Section 2(g)(1) (FMLA Leave) had a frozen Accrued Benefit as of December 31, 2008, and was eligible to participate in the TomorrowPlan immediately upon his or her return. However, as provided in Section 2(g)(1), the Eligible Employee was permitted to elect Option One — Ongoing Accruals during a period of up to 45 calendar day following his or her return to employment from FMLA Leave. If such Eligible Employee elected Option One — Ongoing Accruals during the election period, the Eligible Employee’s participation in the TomorrowPlan ceased and the Eligible Employee’s pension accruals were retroactive to January 1, 2009 (or if later, the first date the Eligible Employee could again accrue pension benefits following his or her return from FMLA Leave).

(5) An Eligible Employee described in this Section 2(g)(2) (Military Leave) had a frozen Accrued Benefit as of December 31, 2008, and was eligible to participate in the TomorrowPlan immediately upon his or her return. However, as provided in Section 15.2(g)(2), the Eligible Employee was permitted to elect Option One — Ongoing Accruals during a period of up to 45 calendar day following his or her return to reemployment from Military Leave. If such Eligible Employee elected Option One — Ongoing Accruals during the election period, the Eligible Employee’s participation in the TomorrowPlan ceased and the Eligible Employee’s pension accruals were retroactive to January 1, 2009 (or if later, the first date the Eligible Employee could again accrue pension benefits following his or her return from Military Leave).