

**PIEDMONT HEALTHCARE, INC. 401(k)
TOMORROWPLAN**

SUMMARY PLAN DESCRIPTION

As of January 1, 2023

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**PIEDMONT HEALTHCARE, INC.
401(k) TOMORROWPLAN**

SUMMARY PLAN DESCRIPTION

**SECTION 1
INTRODUCTION**

Piedmont Healthcare, Inc. established the Piedmont Healthcare, Inc. 401(k) TomorrowPlan (the “**Plan**”) effective January 1, 2009 (the “**Effective Date**”). The Plan was amended and restated effective as of August 15, 2018. The Plan is a qualified defined contribution plan established to provide retirement benefits to eligible employees of Piedmont Healthcare, Inc. (the “**Company**”).

The Company, Piedmont Hospital, Inc., Piedmont Mountainside Hospital, Inc., Piedmont Fayette Hospital, Inc., Piedmont Newnan Hospital, Inc., Piedmont Medical Care Corporation, Piedmont Heart Institute Physicians, Inc., Piedmont Heart Institute, Inc., Piedmont Plus Federal Credit Union, Piedmont Henry Hospital, Inc., Newton Health System, Inc., The Piedmont Clinic, Inc., Piedmont Athens Regional Medical Center, Inc., Regional FirstCare, Inc., Piedmont Rockdale Hospital, Inc., Piedmont Walton Hospital, Inc., Hughston Hospital, Inc. (d/b/a Piedmont Columbus Regional Northside), The Medical Center, Inc. (d/b/a Piedmont Columbus Regional Midtown), Columbus Regional Ambulatory Healthcare Services, Inc., and Columbus Regional Healthcare System, Inc. Cartersville Medical Center, LLC, Eastside Medical Center, LLC, Macon Northside Hospital, Coliseum Same Day Surgery Center, LLC, and other affiliates of the Company that participate in the Plan are collectively referred to as the “**Employer.**” Effective December 18, 2022, University Health Services, Inc., University Extended Care, Inc., University McDuffie Regional Medical Center, Inc., and University Cardiology Associates, LLC became participating companies in the Plan. Other Employers may be added to the Plan at a later date. You can request a list of all participating Employers from the “**Plan Administrator.**” The Plan Administrator is a committee of individuals who are responsible to interpret and administer the terms of the Plan. The contact information for the Plan Administrator is set forth in Section 13.

The Plan’s benefits are provided for the exclusive benefit of the employees who are or were eligible to participate in the Plan (known as “**Participants**”) and their “**Beneficiaries**” (defined in Section 7.C). The Plan has been established in order to maintain a qualified status pursuant to the requirements of Sections 401(a) and 401(k) of the Internal Revenue Code of 1986, as amended (the “**Code**”) and the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”).

This Summary Plan Description (“**SPD**”) explains the major features of the Plan and how they apply to you. The section of the SPD entitled “Statement of ERISA Rights” contains certain facts — some of them technical in nature — which are included as part of the Employer’s stated intention to comply with all aspects of ERISA. If the Plan is amended in a way that will affect your benefits, you will be notified.

This SPD is a summary only. It does not discuss every detail of the Plan and it does not present some technical aspects of the Plan that may affect your right to participate in or receive benefits under the Plan. You should refer to the Plan for all details of the Plan’s operation. If there

is any inconsistency or ambiguity between the Plan and this SPD, the Plan will control. The Plan documents may be examined during regular business hours in the Plan Administrator's office.

The Company reserves the right to unilaterally amend, modify or terminate all or any of its benefit plans in its sole discretion at any time for any reason. Any such amendment, modification or termination may apply to active employees, their dependents and beneficiaries, as well as former employees, inactive employees, retirees, disabled employees and employees on a leave of absence, and each of their dependents and beneficiaries. Any amendment or modification may be applied prospectively or retroactively and may be applied only to one group of participants, such as retirees, but not to other groups of participants. This means, for example, that the Company reserves the right to further modify, amend or terminate all or any portion of the Piedmont Healthcare, Inc. 401(k) TomorrowPlan.

If you have any questions that are not answered by this SPD, please contact your Plan Administrator. Only the Plan Administrator is authorized to answer questions about the Plan.

You may also obtain a current SPD (including all amendments) from the Plan Administrator upon request and without charge.

CERTAIN TERMS USED IN THIS SPD ARE “**DEFINED TERMS.**” THE FIRST TIME A DEFINED TERM APPEARS, IT WILL BE **BOLDED** AND CAPITALIZED. THEREAFTER, THE DEFINED TERM WILL BE CAPITALIZED.

SECTION 2 ELIGIBILITY AND PARTICIPATION

A. Eligible Employees.

Not all employees employed by an Employer are eligible to participate in the Plan. The following individuals identified in paragraphs 1 through 6 below are not eligible to participate in the Plan:

1. *Anyone who is hired from an agency to work on a temporary basis and who is treated as an employee of the agency for income and employment tax withholding purposes. Anyone who is subsequently reclassified as an employee of an Employer may participate in this Plan subject to the terms of the Plan. Such participation is only prospective from the date of such reclassification rather than from the effective date of such change.*
2. *Any “Leased Employee.” A Leased Employee is any non-employee who, pursuant to an agreement between the Employer and any other person (“leasing organization”), has performed services for the Employer on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control of the Employer.*
3. *Any individual who is classified by the Employer as an independent contractor for tax withholding purposes. An independent contractor who is later reclassified as an employee may participate in this Plan, subject to the terms of the Plan, only prospectively from the date of such reclassification.*
4. *Any nonresident alien who does not receive earned income from the Employer from sources within the United States.*
5. *Any employee who is covered by a collective bargaining unit (i.e., union employees).*
6. *Exception: Limited Transfers from Non-Taxable Organizations to Taxable Organizations. Most of the Employers whose employees participate in this Plan are exempt from taxation under the Internal Revenue Code. We refer to these entities as “Non-Taxable Organizations.” However, other Employers are organized as non-profit corporations under applicable state law but nonetheless are subject to corporate income taxes under the Internal Revenue Code. We refer to these entities as “Taxable Organizations.”*
7. *If you are employed by an Employer and you are not described in Paragraphs 1 through 6 above, you are considered an “Eligible Employee” for purposes of this SPD. An Eligible Employee can begin participation in this Plan in accordance with the requirements described in Section 2.B below (Eligibility Requirements).*

B. Eligibility Requirements.

1. Eligibility to Make Employee Contributions. You can commence making pre-tax employee contributions at the later of (a) the first day of the payroll period after completing an Hour of Service or (b) the first day of the payroll period after you become an Eligible Employee. An “**Hour of Service**” includes any hour for which you are entitled to be paid for services performed for the Employer, any hour representing certain paid periods of absence, such as vacation, holiday, illness, incapacity, layoff, jury duty, hours representing a leave of absence due to military duty (subject to certain restrictions) and a limited number of hours for certain types of unpaid leave of absence.

2. Eligibility for Employer Contributions. You become eligible to receive an “**Employer Matching Contribution**” (see Section 4.A) and/or a discretionary contribution known as an “**Employer Discretionary Contribution**” (see Section 4.B) at the later of (a) the first day of the payroll period following the date you complete a Year of Eligibility Service (defined below) or (b) the date you become an Eligible Employee.

3. Year of Eligibility Service. You earn a “**Year of Eligibility Service**” upon completing a twelve consecutive month period of employment during which you earn at least 1,000 Hours of Service. The first twelve-month period begins on the day you first earn an Hour of Service. Thereafter the twelve-month period is the calendar year (beginning with your first complete calendar year of employment).

C. Participation upon Reemployment.

If you were a Participant in this Plan at the time you terminated employment and are later rehired, you will be eligible to participate in the portions of the Plan for which you were previously eligible immediately following your date of rehire or, if later, on the date you become an Eligible Employee.

D. Automatic Enrollment.

Once you become an Eligible Employee for purposes of making Employee Contributions, if you do not affirmatively elect to make (or not to make) Employee Contributions, you will be deemed to have made an election to make Pre-Tax Contributions in an amount equal to 3% of your Compensation, to be effective with the first payroll period commencing after a thirty (30) day period following your receipt of a notice describing this automatic enrollment feature. You may affirmatively opt out of this automatic enrollment feature or change your contribution rate at any time.

SECTION 3 EMPLOYEE CONTRIBUTIONS

A. Employee Contributions.

For purposes of the SPD, the term “**Employee Contribution**” means “**Pre-Tax Contributions,**” “**Roth Elective Contributions,**” “**Regular After-Tax Contributions,**” “**Catch-Up Contributions**” and “**Roth Catch-Up Contributions**” (if you are eligible to make Catch-Up Contributions and/or Roth Catch-Up Contributions). Pre-Tax Contributions, Roth Elective Contributions, Regular After-Tax Contributions, Catch-Up Contributions and Roth Catch-Up Contributions are described below.

1. Pre-Tax and Roth Elective Contributions. You may authorize the Employer to reduce your “**Compensation**” (defined below) during the “**Plan Year**” (calendar year) in a whole percentage from 1% to 100% and to contribute this deferred compensation to the Plan on either a pre-tax basis (your “**Pre-Tax Contributions**”) or an after-tax basis (your “**Roth Elective Contributions**”). Your Pre-Tax and Roth Elective Contributions will be deducted from your paycheck each pay period and credited to your “**Account**” in the Plan. Your Account may also hold Catch-Up Contributions, Roth Catch-Up Contributions, Rollover Contributions and Roth Rollover Contributions (described below), “**Employer Contributions**” (described in Section 4) and any earnings on losses on your contributions (see Section 5).

Your Pre-Tax Contributions (and any earnings generated by the investment of your Pre-Tax Contributions) are not immediately subject to federal income taxes, and you will not pay taxes on your Pre-Tax Contributions while they remain invested in the Plan. In some states, state and local income taxes also are not withheld from Pre-Tax Contributions. Your Pre-Tax Contributions will be subject to Social Security taxes, and your Social Security benefits will not be reduced as a result of your participation in the Plan.

Your Roth Elective Contributions are treated as not excludable from gross income and, as such, are contributed to the Plan on an after-tax basis. They are held in a separate subaccount under the Plan. If you receive a qualifying distribution of your Roth Elective Contributions, the full distribution (including earnings) is not subject to taxation. In order for the distribution to qualify for non-taxation, the distribution generally must be made after a 5-taxable-year period of participation and it must either be (a) made on or after you attain age 59-1/2, (b) made after your death or (c) attributable to your being disabled. The 5-taxable-year period begins on the first day of the year for which you first made Roth Elective Contributions under the Plan.

2. Regular After-Tax Contributions. Your Regular After-Tax Contributions are also not excludable from gross income when contributed to the Plan. However, unlike earnings on Roth Elective Contributions, earnings on your After-Tax Contributions (but not the original amount of the After-Tax Contributions) are subject to taxation when distributed from the Plan.

3. Changes to Deferral Election. You may increase or decrease the rate of your Employer Contributions effective as of the first payroll period after delivering written notice of the change to the Plan Administrator. Any such amendment to your election must be received by

the Plan Administrator prior to the date on which the increase or decrease is to be effective and with sufficient time for the Plan Administrator to process the election.

4. Suspension of Employee Contributions. You may stop your Employee Contributions at any time. Your decision to suspend your contributions will be effective as of the first day of the normal payroll period commencing as soon as administratively feasible following the Plan Administrator's receipt of your election. You may resume making Employee Contributions effective as of the first payroll period as soon as administratively feasible after informing the Plan Administrator in writing (or using such other method as may be approved by the Plan Administrator).

B. Compensation.

For purposes of determining contributions to the Plan, your "Compensation" is generally your gross annual earnings as reported on IRS Form W-2 (Box 1- Wages, Tips and Compensation, or its comparable location as provided on IRS Form W-2 in future years). Included in Compensation are your Pre-Tax Contributions and any pre-tax contributions to a Code Section 125 plan, a Code Section 457(b) plan, pre-tax contributions to a Code Section 132(f) qualified transportation fringe benefit plan, and any deemed compensation under a Code Section 125 plan.

Compensation DOES NOT include the following:

- Bonuses, other than the Annual Incentive Plan
- Reimbursements or other expense allowances
- Fringe benefits (cash and non-cash)
- Moving expenses
- Deferred compensation
- Short-term disability benefits
- Welfare benefits (including workers compensation and severance pay).

Compensation DOES include the following:

- PTO cash payments (but not including a lump sum cash payment of unused PTO, if any, paid while employed)
- Annual Incentive Plan

For Plan purposes, the amount of your Compensation which can be taken into account each Plan Year is limited under Code Section 401(a)(17) (\$330,000 for 2023). Amounts in excess of the specified limit must be disregarded.

Compensation earned before you become eligible to participate in the Plan is ignored. As explained above, you must complete one Year of Eligibility Service before becoming eligible to receive a match or a discretionary contribution. Thus, for example, Compensation earned before completing a Year of Eligibility Service is not used in determining your match or any discretionary contribution.

C. Annual Contribution Limits.

The Plan permits you to make Employee Contributions of up to 100% of your Compensation. However, the total dollar amount of your Pre-Tax Contributions and Roth Elective Contributions during a calendar year is limited by law to a maximum dollar amount. For the 2023 calendar year, the contribution maximum is \$22,500 (adjusted in future years by a cost of living index). This limit does not apply to Regular After-Tax Contributions, Employer Contributions or to any Catch-Up Contributions or Roth Catch-Up Contributions (described below). In applying the dollar limit, you must take into account any pre-tax contribution or Roth contribution amount that you have made under any other Code Section 401(k) plan, any Code Section 403(b) tax-sheltered annuity or any simplified employee pension plan in which you participate. If the total of your Pre-Tax Contributions and/or Roth Elective Contributions under all such arrangements for any calendar year exceeds the dollar limit (even if the employers are totally unrelated), you must notify the Plan Administrator before March 1 of the following year (or such later date approved by the Plan Administrator) so a timely refund can be made to you on or before April 15 of the following year. Otherwise, you may incur severe and adverse tax consequences.

All Pre-Tax Contribution, Roth Elective Contribution and/or Regular After-Tax Contribution amounts are subject to adjustment by the Plan Administrator, if necessary, to permit the Plan to meet limitations imposed by the Internal Revenue Code.

D. Other Employee Contributions.

1. Catch-Up Contributions and Roth Catch-Up Contributions. If you are eligible to make Pre-Tax Contributions and/or Roth Elective Contributions under the Plan and if you are age 50 (or will attain age 50 before the end of the Plan Year), you may make additional contributions to the Plan known as “**Catch-Up Contributions**” and “**Roth Catch-Up Contributions**”, provided you have elected to contribute the maximum dollar amount permitted under the IRS regulations (\$22,500 for 2023). Catch-Up Contributions and Roth Catch-Up Contributions are not subject to the annual limitations described in Sections 3.0 and 4.D of this SPD. If you change your Pre-Tax Contribution and/or Roth Elective Contribution election during the calendar year and, as a result, you no longer meet the above contribution requirements, you will no longer be eligible to make Catch-Up Contributions and/or Roth Catch-Up Contributions. To the extent necessary, your Catch-Up Contributions and/or Roth Catch-Up Contributions may be recharacterized as Pre-Tax Contributions or Roth Elective Contributions, as applicable.

For 2023, you may elect to contribute up to \$7,500 as a Catch-Up Contribution and/or Roth Catch-Up Contribution. This limit is adjusted annually by a cost of living index.

2. Rollover Contributions and Roth Rollover Contributions. Subject to the approval of the Plan Administrator, you may make rollover contributions to this Plan. A “**Rollover Contribution**” is your account balance or benefit from a defined contribution, defined benefit plan or 403(b) plan with a previous employer. You can also roll over an IRA (Individual Retirement Account). A “**Roth Rollover Contribution**” is your Roth contribution account balance from another retirement plan with a previous employer. Roth Rollover Contributions will be maintained in a separate subaccount under the Plan. Your Rollover Contributions and Roth Rollover Contributions will be handled like the rest of your Plan Account.

3. Make-Up Contributions for Military Service. If you are reemployed following “**Qualified Military Service**” (military service that is eligible for protection under USERRA), you are allowed to make up any missed contributions for each year (or portion of a year) in which you performed Qualified Military Service. Your ability to make such contributions ends the earlier of (i) three times the length of your most recent period of Qualified Military Service, up to a maximum make-up period of five years, or (ii) the date you are no longer employed by the Employer.

Because these make-up contributions relate back to past calendar years of Qualified Military Service, the amount and type of make-up contributions for a past year must be based on (i) the terms, effective for that year, of the plan in which you could have made contributions had you remained continuously employed by the Employer and (ii) the annual dollar contribution in effect for that year. For more information, contact your Human Resources Department.

SECTION 4 EMPLOYER CONTRIBUTIONS

A. Employer Matching Contribution.

Following the end of each payroll period, your Employer will contribute an amount equal to 100% of your Pre-Tax Contributions, Roth Elective Contributions, Catch-Up Contributions and Roth Catch-Up Contributions up to 6% of your Compensation for such payroll period. Pre-Tax Contributions, Roth Elective Contributions, Catch-Up Contributions and Roth Catch-Up Contributions made during a payroll period that exceed 6% of your Compensation for such payroll period are not matched for such payroll period. However, since it is possible that you may change your Employee Contribution election throughout the year and, as a result, you may have some payroll periods for which your Employee Contributions are more or less than 6% of Compensation, at the end of the Plan Year the Employer will “true-up” your Employer Matching Contribution by making a final “true up” Employer Matching Contribution so that the total amount of Employer Matching Contributions you receive for the year are based on your total Employee Contributions and your annual Compensation for the year.

Compensation you receive prior to become eligible for an Employer Matching Contribution is ignored. Your Employer will not make Employer Matching Contributions on your Regular After-Tax Contributions.

The Employer Contribution described in this Section 4.A is known as the “Employer Matching Contribution.”

B. Employer Discretionary Contribution.

At the end of each “**Fiscal Year**” (June 30), the Company may, in its sole discretion, determine whether an Employer Discretionary Contribution will be made to the Plan for the Plan Year in which the Employer’s Fiscal Year ends. The Employer Discretionary Contribution, if any, is a percentage of your Compensation. However, in no event will an Employer Discretionary Contribution exceed two percent of your Compensation.

You will only receive the Employer Discretionary Contribution if (i) you satisfied the eligibility requirements described in Section 2.B.2 to receive an Employer Discretionary Contribution, (ii) you are employed on the last day of the Plan Year, (iii) you earn a year of “**Vesting Service**” (defined below) during the Plan Year and (iv) the Employer determines an Employer Discretionary Contribution will be made to the Plan.

Compensation you receive prior to become eligible for an Employer Matching Contribution is ignored.

Example. The Company determines it will make an Employer Discretionary Contribution for the Plan Year ending December 31, 2023. To be eligible for this contribution, you must (1) have completed a year of Vesting Service during 2023 and (2) be actively employed on December 31, 2023. Assume the Employer Discretionary Contribution is 1.2% of Compensation. Also assume you completed a Year of Eligibility Service in 2022. If you satisfied the requirements

described above, you will receive an Employer Discretionary Contribution equal to 1.2% of your Compensation earned during 2023.

Example. Assume the same facts as the previous example except you were hired on May 12, 2022 and complete a Year of Eligibility Service on May 11, 2023. Assume the next pay period begins May 15, 2023. If you satisfy the requirements described above (Year of Vesting Service during 2023 and active employment on December 31, 2023) you are eligible to share in the Employer Discretionary Contribution. However, only Compensation earned after May 15, 2023 will be used in determining your Employer Discretionary Contribution.

C. Qualified Nonelective and Qualified Matching Contributions.

If your Employer determines that the Plan would not meet special IRS non-discrimination tests for the Plan Year, your Employer, in its discretion, may make a Qualified Nonelective Contribution (“QNEC”) or Qualified Matching Contribution (“QMAC”) to the Plan. The amount of any QNEC will be either (i) a uniform percentage of Compensation for all eligible employees or (ii) a percentage of Compensation for those eligible employees selected by the Sponsor. QMACs will be calculated as additional matching contributions to the accounts of eligible employees. Your Employer will *not* make a QNEC or QMAC to your Account for a Plan Year if you are a Highly Compensated Employee for that Plan Year.

You may receive QNECs or QMACs for a particular Plan Year if you are eligible to participate in the Plan at any time during that Plan Year.

D. Definition of Employer Contribution.

For purposes of the SPD, the term “**Employer Contribution**” means Employer Matching Contributions, Employer Discretionary Contributions, QNECs, and QMACs.

E. Annual Limitations.

The amount of Pre-Tax Contributions, Roth Elective Contributions (but not Catch-Up Contributions or Roth Catch-Up Contributions) and Employer Contributions which may be allocated to your Account during the Plan Year cannot exceed the lesser of (1) \$66,000 (for 2023) (as adjusted annually by a cost of living index) or (2) 100% of your compensation. If you are affected by this limitation, you will be notified by the Plan Administrator and you may receive a refund of some of your Pre-Tax Contributions and/or Roth Elective Contributions and a forfeiture of some Employer Matching Contributions.

SECTION 5 PLAN INVESTMENTS

A. In General.

The Plan is intended to constitute an “ERISA Section 404(c) Plan.” This means that you are given the opportunity to invest the amounts held in your Account under the Plan. Because you are provided this opportunity, the Trustee, the Plan Administrator and other fiduciaries of the Plan (i.e., the persons who control the investment of Plan assets) may be relieved of liability for any investment losses which are the direct and necessary result of investment instructions given by a Participant or Beneficiary under the Plan. In other words, the Plan fiduciaries are responsible for choosing what investment options and investment managers are available under the Plan, and you are responsible for choosing how to invest your Account among those various options. You must decide the best investment mix given your own situation. The Plan fiduciaries are not responsible for your investment choices.

B. Investment Direction by Participants.

1. Investment Directives. You may direct that your Account be invested in 1% increments among the investment funds currently available to the Plan; provided that the allocation you make among the investment funds must total 100%.

2. Subsequent Elections. You can change your investment directives at any time by filing a new investment directive with the Plan Administrator (or its designee) prior to the desired effective date, using such forms or procedures as specified by the Plan Administrator. Subsequent elections may be made by you in 1% increments among investment funds. New elections may change future allocations to your Account or reallocate existing contributions to your Account.

3. Default Investment Option. If you do not direct the investment of your Account, then your Account will be invested in the investment fund selected by the Plan Administrator.

4. Investment Fund Information. Information about the investment funds is provided separately from this document and is available from the Plan Administrator upon request and without charge.

5. Effective Date of Investment Directives. When you make changes to your investment selections, those changes will normally be implemented within a few business days. However, the Plan does not guarantee immediate implementation of your investment changes or transfers and there may be administrative delays. The Plan is designed to be a long-term investment, and you should not attempt to time the market or make frequent transfers. If you make investment changes or transfers because you believe there will be short term changes in the markets, your strategy may be frustrated by the administrative delay. Because the Plan is not designed for day-trading, you will not be reimbursed for any investment losses or opportunity costs associated with administrative delays in implementing your investment elections or investing your contributions. Furthermore, the various investment funds or the Plan Administrator may implement measures to prevent frequent trading. You will be notified if these measures apply to you or they will be set forth in the prospectus for the applicable investment fund.

C. Investment Risk.

The purchase of stocks, bonds and other similar investments—whether under a savings plan or by an individual—involves some risk. No one can guarantee that the value of such investments will increase regularly. Most such investments will experience periods of loss as well as of gain. The purpose of this Plan is to provide you with the ability to select from a group of funds which best meet your individual investment needs and provides a good opportunity for savings growth.

D. Valuation Dates.

The assets of the Plan are valued each business day of the Plan Year on which plan assets are traded on a national exchange.

E. Participant Statements.

You will receive a quarterly statement of your Account which shows the value of your Account and also shows your share of the interest, dividends and investment gains and your share of the investment losses and expenses which were allocated to your Account during the prior calendar quarter.

**SECTION 6
VESTING**

A. Retirement and Disability.

If you remain employed until the later of age 65 or five years of participation (“**Normal Retirement Date**”) or become Disabled (defined below) while employed, you will become 100% vested in your Account and will be entitled to receive a distribution of your entire Account.

You are “**Disabled**” if you have a physical or mental condition which qualifies you for benefits under the Social Security Act.

B. Death.

If you die while employed, you will become 100% vested in your Account, and your benefits will be paid to your Beneficiary (defined in Section 7.C).

C. Termination of Employment.

1. Vesting. You will become 100% vested if you die while employed, become Disabled while employed, or if you retire from employment with the Employer on or after your Normal Retirement Date. If you terminate employment for any other reason, you will be vested in your Account, as follows:

- a. Employee Contributions.** You will always be 100% vested in your Pre-Tax Contributions, Roth Elective Contributions, Catch-Up Contributions, Roth Catch-Up Contributions, Rollover Contributions and Roth Rollover Contributions.
- b. Employer Matching Contributions.** You will be 100% vested in your Employer Matching Contribution Account.
- c. Employer Discretionary Contributions.** You will be vested in your Employer Discretionary Contribution Account based on your years of Vesting Service, as set forth in the following vesting schedule:

Years of Vesting Service as of Termination of Employment	Vested Percentage
Less than 1 Year	0%
1 Year	20%
2 Years	40%
3 Years	60%
4 Years	80%
5 Years or More	100%

You earn one year of “Vesting Service” for each Plan Year you are employed with the Employer on or after January 1, 2009 and you are credited with at least 1,000

Hours of Service. In general, your prior vesting service under Prior Plans will also count as Vesting Service under this Plan.

- d. **Henry Medical Center Plan.** Notwithstanding the preceding, if you were a participant in the Henry Medical Center Retirement Plan immediately prior to its merger into this Plan on December 31, 2012, employer discretionary contributions transferred from such plan into this Plan will vest as follows:

Years of Vesting Service as of Termination of Employment	Vested Percentage
Less than 3 Years	0%
3 Years or More	100%

provided further, if you had at least 3 years of Vesting Service as of January 1, 2013, you are 100% vested in your Employer Discretionary Contribution Account.

Matching Contributions transferred from the Henry Medical Center Retirement Plan will vest under the 5-year vesting schedule set forth in Section 6.C.1.c above.

- e. **Qualified Military Service.** If you are reemployed following Qualified Military Service, you will be credited with Vesting Service for the period of Qualified Military Service and for the period of time between the end of Qualified Military Service and your reemployment following Qualified Military Service provided you resume employment with the Employer within the time required by law for this purpose.

2. **Forfeitures.** If you are not 100% vested in your Employer Discretionary Contributions prior to your termination of employment, the non-vested portion of your Employer Discretionary Contributions will be forfeited when you incur a “**Break in Service**” (defined below) or, if earlier, when you receive a distribution of your vested Account.

As noted above, if you take a distribution of your vested Account balance, your non-vested Account balance is forfeited. If you are later rehired by the Employer before you incur a Break in Service you may be able to repay your prior distribution (including Pre-Tax Contributions) to the Plan. If you repay your entire prior distribution, the non-vested portion of your Account that was previously forfeited will be restored to your Account (unadjusted for any earnings or losses). Your repayment must be completed before the earlier of (i) the date you incur a Break in Service or (ii) five years from the date you resume employment with the Employer.

If you do not take a distribution of your vested Account balance and you are rehired before your non-vested Account is forfeited (i.e., before a Break in Service), your Account balance at the time of your termination of employment (adjusted for earnings or losses) will be your beginning Account balance as of the date you resume employment.

A “Break in Service” occurs when you accrue five (5) consecutive One-Year Breaks in Service. A “**One-Year Break in Service**” occurs if you do not accrue at least 501 Hours of Service (see “Hour of Service”, Section 2.B) during the Plan Year. If you are reemployed following

Qualified Military Leave, you will not be treated as having incurred a Break in Service with the Employer for purposes of participation and vesting.

SECTION 7 DISTRIBUTIONS

A. In General.

If you terminate employment for any reason other than death, your vested Account will be distributed as soon as administratively feasible following your date of termination and receipt of your consent to such distribution in a form acceptable to the Plan Administrator. In some situations, the Plan Administrator does not need your consent to distribute your vested Account (see Section 7.D below entitled “Mandatory Distributions”).

B. Forms of Payment.

1. Lump Sum. Your Account will be distributed in a single lump sum cash payment. Once payment is made to you, you will receive no further payments from the Plan.

2. Installments. You may elect to receive distributions of your Account in the form of installments. No distribution will be made in the form of an annuity.

3. Partial Withdrawal. You may take a distribution of any amount that you choose.

C. Death Benefits.

1. Payment of Death Benefits. In the event of your death, benefits will normally be paid to your Beneficiary within 90 days after your death, unless circumstances require a longer waiting period. If your “**Spouse**” (defined below) is your sole Beneficiary, your Spouse may elect to defer payment of your vested Account until the December 31 of the year you would have attained age 72 (or age 70½ if you reached age 70½ before January 1, 2020).

2. Beneficiary. You should designate a Beneficiary to receive your benefits under the Plan in the event of your death. If you are married your Spouse is automatically your Beneficiary. To designate someone other than your Spouse as your Beneficiary, you must obtain your Spouse’s written consent given in the presence of a notary public for the beneficiary designation to be valid.

If you are not married, you can name any individual, trust or estate as your Beneficiary. You can revoke your beneficiary designation at any time and name a different Beneficiary. However, if you later marry, your new Spouse automatically becomes your Beneficiary and any prior beneficiary designation becomes invalid.

If you fail to make a Beneficiary designation, the Plan provides for automatic payment of your death benefit to your Spouse if you are married or to your estate if you are not married.

All of the forms needed to designate a Beneficiary or to change a Beneficiary designation are available from the Plan Administrator. You must follow the forms and procedures specified by the Plan Administrator to name or change a Beneficiary.

3. Definition of Spouse. The term Spouse has a specific meaning. Spouse means a person of the same or opposite sex who was married to the Participant in a civil or religious

ceremony recognized under applicable state law and also recognized under federal law. Common law marriages are not recognized. A Participant without a Spouse can name any individual, trust or estate as the Participant's Beneficiary.

D. Mandatory Distributions.

1. Small Accounts. If your employment terminates and your vested Account balance is \$1,000 or less, your vested Account balance will automatically be paid to you without your written consent as soon as administratively feasible after you terminate employment unless you elect to rollover your vested Account balance to an IRA or to your new employer's retirement plan.

If your Account balance is more than \$1,000 but not more than \$5,000 (including Rollover Contributions and Roth Rollover Contributions and earnings on such Rollover Contributions and Roth Rollover Contributions), the Plan Administrator will automatically rollover your vested Account balance to an IRA (for your benefit) that the Plan Administrator has selected unless you elect to receive your distribution directly or elect to roll over your distribution into an individual retirement account (IRA) or another qualified employer plan (provided you file an appropriate election form with the Plan Administrator).

Prior to distributing your vested Account balance to you or prior to automatically transferring your vested Account balance to an IRA, as the case may be, the Plan Administrator will contact you and give you at least thirty days to elect a distribution or a rollover to an IRA or other employer retirement plan. However, if your vested Account is very small (under \$200) the Plan Administrator is not obligated to notify you in advance.

2. Required Beginning Date. Federal law requires that payment be made to you by the April 1 following the calendar year in which you attain age 70½ (if you were born before July 1, 1949), age 72 (if you were born between July 1, 1949 and December 31, 1950), age 73 (if you were born between January 1, 1951 and December 31, 1958), or age 75 (if you were born after December 31, 1958) or, if later, the date you terminate employment (your "Required Beginning Date").

E. Rollovers.

In general, before receiving a distribution from the Plan, you will receive a notice giving you the right to have all or a portion of your distribution paid to an IRA or to another qualified retirement plan (or, with respect to Roth contributions, to a Roth IRA or another qualified retirement plan that will accept Roth rollover contributions). This is called a rollover. You defer taxation on the amount rolled over to an IRA or other qualified retirement plan.

1. Direct Rollovers. You may elect to have all or a portion of your distribution paid directly to an IRA or another qualified employer plan. Any portion of your distribution which is not paid directly to an IRA or another qualified employer plan will be subject to a mandatory 20% withholding tax.

2. Non-Spouse Beneficiary Rollover to IRA. If you named a non-Spouse beneficiary to receive your benefits in the event of your death, and if your non-Spouse beneficiary's

distribution is an eligible rollover distribution, your non-Spouse beneficiary may elect to roll over all or a portion of his/her distribution either directly or within 60 days after receipt into an individual retirement account (under Code Section 408(a)) or an individual retirement annuity (under Code Section 408(b)) (other than an endowment contract).

F. Defer your Balance.

You may choose to leave your money in the Plan (defer), if your Account balance is over \$5,000 (including Rollovers and earnings on your Rollovers). However, your Account must begin to be distributed no later than April 1 after the calendar year in which you reach the age used to determine your Required Beginning Date (as described in subsection D.2 above).

SECTION 8
LOANS; IN-SERVICE DISTRIBUTIONS

A. Participant Loans.

You may request a loan from the Plan using your vested Account as collateral for repayment of the loan. The minimum amount you may request is \$1,000, and the maximum amount is equal to the lesser of:

- one-half of your vested combined Pre-Tax, Roth Elective, Rollover and Roth Rollover Contribution Accounts, or
- \$50,000, minus the excess (if any) of (1) the amount of your highest outstanding loan balance in the prior 12 months over (2) any outstanding loan balance on the date the loan is made.

Interest charged on any loan shall be equal to a reasonable annual percentage interest rate determined by the Plan Administrator. Loan repayments must be made by electronic bank payment (“ACH”), certified check, cashier’s check or money order.

In general, loans must be repaid within a five-year period. However, if the loan is used to purchase your principal residence, the loan may be repaid over a period not to exceed thirty years. After paying off a plan loan, you must wait at least 30 days before applying for a new loan.

You may have only one loan outstanding at any time. Some employees who were participants in a predecessor plan may have more than one loan outstanding. These Participants will continue with multiple loans outstanding but they may not take out another loan until all loans have been paid and will thereafter be subject to no more than one loan outstanding at any time.

Your loan will generally be treated as a taxable distribution if any scheduled payment is not paid by the last day of the calendar quarter following the calendar quarter in which the payment is due. However, if you are on a leave of absence (other than a Military Service Leave) and have an outstanding loan, your loan may be suspended for up to twelve months without causing the loan to be considered a distribution. If you are on Military Service, your loan payments may be suspended even if the suspension exceeds one year and the term of the loan is extended.

Complete details including loan rules may be obtained without charge from the Plan Administrator.

B. Age 59½.

If you are at least age 59½ and you are still employed by the Employer, you may request a distribution of all or a part of your Pre-Tax Contribution Account, Roth Elective Contribution Account, Rollover Account and Roth Rollover Account. You may not repay any in-service distribution to the Plan. Complete details and the forms for requesting an in-service distribution are available from the Plan Administrator. You may receive only one age 59½ in-service distribution each twelve months.

C. Regular After-Tax Contributions.

You may request a withdrawal of all or part of your Regular After-Tax Contributions at any time.

D. Rollover Accounts

You may request a withdrawal of all or part of your Rollover Account or Roth Rollover Account at any time.

E. No Hardship Withdrawals.

No hardship withdrawals are permitted from the Plan.

SECTION 9 TAXES

Please note that before you take a distribution, the Company encourages you to consult with your personal tax advisor regarding the tax consequences to you in particular circumstances. The following is only general information that may or may not apply to your individual circumstances.

A. Income Taxes.

The Plan is a tax-qualified plan. As a result, the following contributions provide certain tax advantages as follows:

- You do not pay income taxes on Employer Matching Contributions or Employer Discretionary Contributions when they are deposited in your Account.
- Any interest income or gains and/or losses allocated to your Account are not immediately subject to income taxes as long as they remain in your Account.
- Income Taxes are deferred on your Pre-Tax Contributions, Catch-Up Contributions, Rollover Contributions and Employer Contributions.
- Qualifying Distributions of your Roth Elective Contributions, Roth Catch-Up Contributions and Roth Rollover Contributions (and related earnings) are not subject to income taxes.

However, when you receive a distribution of your Account, your distribution (except for qualifying distributions of your Roth Elective, Roth Catch-Up and Roth Rollover Contributions and all distributions of your Regular After-Tax Contributions) will be taxed at ordinary income tax rates in the year it is received, unless your distribution is transferred or rolled over into an IRA or another qualified employer plan.

B. Mandatory Income Tax Withholding.

Generally, any portion of your taxable distribution which is not paid directly to an IRA or another qualified employer plan will be subject to a mandatory 20% withholding tax. The mandatory income tax withholding for plan distributions works much the same as income tax withholding for compensation. *For example*, the amount of your mandatory withholding is deducted from your gross distribution and sent to the IRS. The check you receive from the Plan will be your net distribution (that is, less the 20% withholding amount). The 20% withholding will be applied towards any taxes you may owe resulting from your distribution. *This mandatory income tax withholding rule does not relieve you of the obligation to pay income taxes, if any, on your distribution.*

C. 10% Early Withdrawal Tax.

In certain circumstances, you may also be subject to an additional 10% penalty tax. For example, if you terminate employment and receive a distribution from the Plan before you reach age 55 (and you do not roll it over to another qualified retirement plan or an IRA), the distribution will generally be subject to an additional 10% penalty tax on the taxable portion of the distribution.

The 10% tax will not apply if: (i) the distribution is made to your Beneficiary on or after your death or is attributed to your being disabled, (ii) the distribution is used to cover tax-deductible medical expenses, (iii) the distribution is made to an alternate payee under the terms of a qualified domestic relations order, or (iv) the distribution is made to you after termination of employment after you attain age 55.

This is only a brief overview of the significant income tax rules and is based on applicable law in effect as of the date of this SPD. For more information regarding income tax rules, you should contact a qualified tax advisor. In addition, you may obtain a copy of the IRS “Special Tax Notice Regarding Plan Payments” which is available from the Plan Administrator upon request and without charge.

SECTION 10 DISPUTED CLAIMS PROCEDURE

A. Filing a Claim.

Generally, any questions you may have regarding the Plan can be handled informally by the Plan's recordkeeper. However, if you or your authorized representative wish to submit a formal question, grievance, complaint, dispute, or claim for review, or challenge a benefit determination or any aspect of the Plan's operations or investments, or fiduciary conduct with respect to the Plan (collectively referred to as a "claim"), you must submit a written claim to the Plan Administrator.

All claims must be submitted in writing within one year beginning on:

- in the case of a lump sum, the date on which the payment was made;
- in the case of other forms of payment, the date of the first in the series of payments;
or
- for all other claims, the date on which the action complained of occurred or, if later, the date you reasonably could have become aware of that action in the exercise of reasonable due diligence.

Any claim submitted after this one-year period will be automatically denied, and you will lose important legal rights to have your claim reviewed.

If your claim is denied (in whole or in part), you will receive, within 90 days after receipt of your claim, a written explanation from the Plan Administrator. The 90-day period may be extended for an additional 90 days if special circumstances apply. You will be notified of any extension. The written explanation from the Plan Administrator will describe:

- the specific reasons for the denial;
- specific reference to pertinent Plan provisions on which the denial is based;
- a description of any additional material or information necessary for you to perfect your claim and the reason why that information is necessary;
- an explanation of the claims review procedures and applicable time limits; and
- a statement of the right to bring (i) a civil action under ERISA Section 502(a)(1)(B), or (ii) in the case of a claim under ERISA Section 502(a)(2) or 502(a)(3), an individual arbitration proceeding, following an adverse determination on review.

B. Appeal of a Denied Claim for Benefits.

If your claim is denied (in whole or in part), you have the right to ask for review of the denied claim within 60 days after the notice of the denial has been received. If the appeal is not filed in writing with the Plan Administrator within this 60-day period, you will be barred from filing an appeal at a later date.

To appeal a denied request, you must request a review by the Plan Administrator. This request must be in writing and include:

- the reasons supporting the claim;
- the reasons why the claim should not have been denied; and
- any other appropriate issues or comments which are relevant to your claim.

In conducting the review of your claim, the Plan Administrator will take into account all information that has been submitted that is related to your claim. Pursuant to your request, you will be provided reasonable access to, and copies of, all documents, records and other information relevant to your claim in the Plan Administrator's possession, free of charge.

C. Decision on Review.

The Plan Administrator will normally reach a decision no later than 60 days after it receives a request for review. If special circumstances require an extension of time, the Plan Administrator will send you a written notice of an extension of the 60-day period. However, the extension will not exceed an additional 60 days. The decision will be in writing and will include the specific reasons and the Plan references on which the decision is based.

If your claim is denied on appeal, the notification of such denial will include the following information:

- the specific reason(s) for the decision;
- the specific reference(s) to the relevant Plan provision(s) on which the decision is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim; and
- a statement of your right to bring (i) a civil action under ERISA Section 502(a)(1)(B), or (ii) in the case of a claim under ERISA Section 502(a)(2) or 502(a)(3), an individual arbitration proceeding.

The Plan Administrator's decision on review shall be final and conclusive. Please note that you must raise all issues that you wish to appeal during the Plan's administrative review of the claim. If you pursue legal action or arbitration (as applicable) to appeal your claim, you are barred from raising any issue in your lawsuit or arbitration action that you did not raise during the administrative claims review process.

D. Civil Action or Mandatory Individual Arbitration Following Denial on Review.

If your claim is denied or ignored, in whole or in part, only after exhausting all of these claim and appeal procedures, you will have 1 year to file suit in federal court or bring an arbitration action, as applicable and as explained in more detail below. This 1-year period begins on the date you exhaust the claim and appeal procedures. If you do not file a civil action or initiate arbitration

(as applicable) within this 1-year period, you will not be allowed to pursue a civil action or arbitration with respect to your claim. Any civil action related to the Plan (other than an action subject to mandatory arbitration, as provided below) must be filed in the U.S. District Court for the Northern District of Georgia, Atlanta Division.

Mandatory Individual Arbitration. If you exhaust the Plan's claim and appeal procedures and still wish to pursue a claim arising under ERISA Section 502(a)(2) or 502(a)(3), including but not limited to claims related to alleged excessive fees, investment fund selection or monitoring, or fiduciary breach, you may not file a civil action regarding that claim in a court. This type of claim **must** be resolved by binding arbitration conducted in Atlanta, Georgia, or another major city close to your workplace, using the Employment Dispute Resolution Rules of the American Arbitration Act. Furthermore, arbitration may be invoked only on an individual basis, which means you may not be part of a class or collective action and may not initiate an arbitration as a representative of a class of participants or beneficiaries.

The arbitration award can only include remedies available under ERISA section 502(a)(2) or 502(a)(3). The arbitrator has no power to award punitive, exemplary, or other damages. The Plan Sponsor will pay the arbitrator's fees and arbitration forum fees in full, however you will be responsible for your own fees (including but not limited to attorneys' and other legal fees). The arbitrator may not award any such fees in any other matter. Nothing in the Plan's dispute resolution procedures will limit your causes of action or rights under ERISA (other than your right to bring an action that is subject to arbitration in any forum other than described in these procedures).

E. Requirement to Exhaust These Claim and Appeal Procedures.

Unless a court orders otherwise, you must complete all of the claim and appeal procedures outlined above for any type of ERISA claim related to the Plan before either filing a civil action in federal court or commencing arbitration.

If you fail to file a claim in accordance with these procedures, or otherwise fail to exhaust the Plan's claim and appeal procedures for any reason, any civil action or arbitration (as applicable) related to your claim must be filed within 1 year of the date on which the payment or action that is the subject of the claim occurred or, if later, the date you reasonably could have become aware of that action through the exercise of reasonable due diligence. In this case, however, your failure to timely and fully exhaust the Plan's claim and appeal procedures will still serve as a basis for the dismissal of your civil action or arbitration proceeding.

The Plan Administrator administers and interprets the Plan in a nondiscriminatory manner for the benefit of participants and their beneficiaries. The Plan Administrator has the full power, authority and discretion to interpret the Plan's written terms and to determine their application to specific factual circumstances. The Plan Administrator's exercise of discretion in its interpretation of the Plan's written terms and its findings of fact in its role as the Plan Administrator will not be overturned unless a court determines that they are arbitrary and capricious.

Additional Changes to Reflect the Updated Claim and Appeal Procedures

Effective January 1, 2023, the *Statement of Your ERISA Rights* in Section 12 of the Summary Plan Description is revised to reflect the changes to the Plan's claim and appeal procedures described above. The following replaces subsection F of Section 12 of the Summary Plan Description, *Statement of Your ERISA Rights*, in its entirety:

F. Enforce Your Rights.

If your claim for a 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 (described in Section 10, *Disputed Claims Procedure*, above).

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 pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, only after exhausting the Plan's administrative claim and appeal procedures, you may file suit in Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court, unless your claim is subject to the Plan's mandatory individual arbitration provisions, described in Section 10, *Disputed Claims Procedure*, above. If applicable, 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.

Any civil action related to the Plan (other than an action subject to mandatory arbitration, as provided above) must be brought or filed in the United States District Court, Northern District of Georgia, Atlanta Division. Any challenge to the mandatory individual arbitration provisions must also be filed in the United States District Court, Northern District of Georgia, Atlanta Division.

You cannot bring legal action against the Plan Administrator or the Employer without first pursuing the claims procedures described above. Any action, in law or in equity to recover under the Plan, must commence not later than one year from the date of the decision on appeal (or, if no decision is furnished within 120 days of receipt of the request for review, the 120th day after receipt of request for review). Failure to file suit within this time period shall extinguish any right you may have to benefits under the Plan.

SECTION 11 MISCELLANEOUS INFORMATION

A. Qualified Domestic Relations Orders.

A qualified domestic relations order (“**QDRO**”) is a court order that assigns certain rights to your Account, or a portion of your Account, to your spouse, ex-spouse or a dependent. If the court order meets certain requirements under Federal law, it is “qualified” and therefore will be given effect by the Plan. Court orders that do not meet these requirements are not qualified and will not affect your rights to your Account. If the Plan Administrator receives an order from a divorce court affecting your interest in the Plan, you will be notified and will be provided with a copy of the Plan’s established procedures for determining whether or not the court order is a QDRO. A copy of the Plan’s QDRO procedures is available upon request and without charge from the Plan Administrator.

B. Safe Harbor.

This Plan is intended to be a Safe Harbor 401(k) Plan. Discrimination testing and top-heavy requirements will not apply to this Plan in any year in which it satisfies the requirements of a Safe Harbor 401(k) Plan. Each year, you will receive a safe harbor notice that contains information on your rights and obligations under the Plan and a description of the safe harbor contribution offered.

C. Federal Pension Benefit Insurance.

The Pension Benefit Guaranty Corporation (“**PBGC**”) does not insure the adequacy of defined contribution plan trust funds in any way. Accordingly, benefits under the Plan are not insured by the PBGC.

D. Anticipation of Benefits.

You cannot assign, pledge, encumber or otherwise alienate benefits payable under the Plan prior to receipt of those benefits. Also, to the extent permitted by law, your Account is not subject to garnishment or attachment, meaning that your creditors generally cannot reach your Account to pay your debts to them. The honoring of a qualified domestic relations order does not constitute a violation of this rule. Another exception allows payments from your Account to the Internal Revenue Service due to a federal income tax levy

E. Loss of Benefits.

Benefits may be lost if you terminate employment prior to accruing sufficient Vesting Service to become 100% vested in your Employer Discretionary Contributions (see Section 6C entitled “Termination of Employment”).

Benefits may also be lost due to adverse investment experience, the operation of limitations presently in the Internal Revenue Code or hereafter introduced, the imposition on such benefits of income, penalty and excise taxes, and the application of a qualified domestic relations order.

In addition, if after you leave an Employer and any part of your Account balance remains unpaid (five) years after it first becomes payable to you because you (or your Beneficiary) cannot be located, then that remaining balance will be forfeited. If you (or your Beneficiary) are located, such amount will be restored.

For a more complete description of possible reasons for loss of a benefit, you should review the Plan. A copy of the Plan can be requested from the Plan Administrator.

F. Plan Amendment, Modification or Termination.

The Company currently intends to continue the Plan indefinitely; however, it does reserve the right to amend or terminate the Plan for any reason and at any time. If the Plan is terminated, you will automatically become fully vested in your entire Account regardless of your years of Vesting Service.

G. Notices; Missing Persons.

It is your responsibility to keep the Plan Administrator fully advised as to any changes that may have a bearing on benefit entitlements. The Plan Administrator will not be responsible for failure to locate missing persons.

H. Fees and Expenses.

Fees and expenses may apply for certain transactions associated with the investment of your Account. In addition, the Trustee may charge administrative and recordkeeping fees as well as a processing fee in connection with the distribution of your Account.

SECTION 12 STATEMENT OF ERISA RIGHTS

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

A. Receive Information About Your Plan and Benefits.

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

3. Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

4. Obtain a statement providing you the balance in your Accounts and any gain or loss in your Account. You also will be told whether, or to what extent, you have a non-forfeitable right in your Account balance, and if applicable, how many more years you will have to work to have a fully non-forfeitable right in your Account balance.

B. Prudent Actions by Plan Fiduciaries.

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

C. Enforce Your Rights.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If

you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

D. Assistance with Your Questions.

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

**SECTION 13
PLAN INFORMATION**

A. Plan Type.

The Piedmont Healthcare, Inc. 401(k) TomorrowPlan is a defined contribution plan designed to provide a cash or deferred arrangement under Code Section 401(a) and 401(k) and satisfy the requirements of ERISA (including ERISA Section 404(c)). The Plan is also intended to satisfy the requirements of Code Section 401(k)(12) and constitute a safe harbor 401(k) plan.

B. Plan Sponsor.

The Plan Sponsor is Piedmont Healthcare, Inc., Human Resources, 1800 Howell Mill Road, Atlanta, GA 30318.

C. Plan Administrator.

The Plan Administrator is the Piedmont Healthcare, Inc. Retirement Plan Committee (the "Committee"). The Committee consists of individuals some of whom hold specific positions with Piedmont and others which are appointed by the Chief Executive Officer of Piedmont Healthcare, Inc. The Committee has the full responsibility for interpreting and administering the terms and provisions of the Plan. Subject to the claims procedure, decisions of the Committee are conclusive and binding on all parties. The Committee's address is:

Piedmont Healthcare, Inc. Retirement Plan Committee
c/o Vicki Cansler
Piedmont Healthcare, Inc.
Human Resources
1800 Howell Mill Road
Atlanta, GA 30318

The Committee's telephone number is 404-605-3760.

D. Trustee.

The money in the Trust Fund is set aside for the exclusive benefit of Plan participants and their beneficiaries. The current Trustee of the Plan is Fidelity Management Trust Company. The address of the Trustee is:

Fidelity Management Trust Company
Contracts Division
82 Devonshire Street, MM1M
Boston, MA 02109-3614

E. IRS Approval.

The Plan is subject to continuing approval of the Internal Revenue Service which makes possible certain tax advantages to you and your Employer.

F. Plan Numbers.

The Piedmont Healthcare, Inc. 401(k) TomorrowPlan is identified by the following numbers under Internal Revenue Service Rules:

Employer Identification Number 58-1503902
Plan Number 003

G. Plan Year.

The Piedmont Healthcare, Inc. 401(k) TomorrowPlan, and all of its records, are kept on a calendar year basis beginning January 1 of each year and ending December 31.

H. Plan Expenses/Funding.

Expenses related to a specific Participant's account such as certain withdrawal fees, loan fees, investment fund fees and recordkeeping expenses are paid by Plan Participants. Expenses attributable to general Plan administration will be paid by the Plan and allocated among the Accounts of all Participants in proportion to their Account balances unless paid by the Employer. The Plan is funded by Participant and Employer contributions.

I. Legal Service. The Plan's agent for service of legal process is:

CT Corporation System
1201 Peachtree Street, NE
Suite 1240
Atlanta, GA 30361

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

J. No Contract of Employment.

The contents of this booklet are presented as a matter of general information; participation in the Plan does not constitute terms or conditions of employment, or changes to any existing contract or condition of employment.

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