

SUMMARY PLAN DESCRIPTION

**The University of Vermont Health Network - Home Health &
Hospice, Inc. Defined Contribution Plan**

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Summary Plan Description Overview

The University of Vermont Health Network - Home Health & Hospice, Inc. Defined Contribution Plan

The University of Vermont Health Network - Home Health & Hospice, Inc. Defined Contribution Plan (the “Plan”) of The University of Vermont Health Network - Home Health & Hospice, Inc. has been amended as of 10/01/2019 (the “Effective Date”). This Plan is intended to be a qualified retirement plan under the Internal Revenue Code.

The purpose of the plan is to enable eligible Employees to save for retirement. As well as retirement benefits, the plan provides certain benefits in the event of death, disability, or other termination of employment. The Plan is for the exclusive benefit of eligible Employees and their Beneficiaries.

This booklet is called a Summary Plan Description (“SPD”) and it contains a summary in understandable language of your rights and benefits under the plan.

This SPD is a brief description of the principal features of the plan document and trust agreement and is not meant to interpret, extend or change these provisions in any way. The plan document and trust agreement shall govern if there is a discrepancy between this SPD and the actual provisions of the plan.

This SPD is based on the federal tax implications of your participation in the Plan, transactions made within your Account, and distributions you may receive from the plan. The state tax implications of your participation and these transactions should be determined based on an examination of appropriate state law. Please consult with your tax advisor if you have any questions regarding state tax law.

I. BASIC PLAN INFORMATION

The information in this section contains definitions to some of the terms that may be used in this SPD and general Plan information. If the first letter of any of the terms defined below is capitalized when it is used within this SPD, then it represents the indicated defined term.

A. Account

An Account shall be established by the Trustee to record contributions made on your behalf and any related income, expenses, gains or losses. It may also be referred to as an Account balance.

B. Beneficiary

This is the person or persons (including a trust) you designate, or who are identified by the plan document if you fail to designate or improperly designate, who will receive your benefits in the event of your death. You may designate more than one Beneficiary.

C. Disability

Under your Plan, you are disabled if you meet the following criteria: An illness or injury of a potentially permanent nature, expected to last for a continuous period of not less than twelve months or can be expected to result in death, as certified by a physician satisfactory to the Employer, which prevents the Participant from engaging in any occupation for wage or profit for which the Employee is reasonably fitted by training, education or experience.

D. Employee

An Employee is an individual who is employed by your Employer as a common law employee or, in certain cases, as a leased employee and is not terminated.

E. Employer

The name and address of your Employer is:

The University of Vermont Health Network - Home Health & Hospice, Inc.

1110 Prim Road
Colchester, VT 05446
(802) 6581900

The Employer's federal tax identification number is: 03-0179603

F. ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) identifies the rights of Participants and Beneficiaries covered by a qualified retirement plan.

G. Fidelity Investments Contact Information

Fidelity Investments is the recordkeeper of your Plan. To view your Account, make changes to investments, or perform transactions, please use the contact information below, all telephone calls will be recorded for quality.

Phone number: 1-800-835-5097

Website: www.netbenefits.com/UVMHealth

H. Highly Compensated Employee

An Employee is considered a highly compensated Employee if you (i) at any time during the current or prior year own, or are considered to own, more than five percent of your Employer, or (ii) received compensation from your Employer during the prior year in excess of \$125,000.00 (in 2019), as adjusted in future years and you are in the top paid group consisting of the top 20% of employees ranked by compensation.

I. Non-Highly Compensated Employee

An Employee who is not a Highly Compensated Employee.

J. Participant

A participant is an eligible Employee who has satisfied the eligibility and entry date requirements and is eligible to participate in the Plan or a formerly eligible Employee who has an Account balance remaining in the Plan.

K. Plan Type

The University of Vermont Health Network - Home Health & Hospice, Inc. Defined Contribution Plan is a defined contribution plan. These types of plans are commonly described by the method by which contributions for participants are made to the plan. More information about the contributions made to the plan can be found in Section III, Contributions.

L. Plan Administrator

The Plan Administrator is responsible for the administration of the Plan and its duties are identified in the plan document. In general, the Plan Administrator is responsible for providing you and your Beneficiaries with information about your rights and benefits under the Plan. The name and address of the Plan Administrator is:

Employee Retirement Oversight Committee

1110 Prim Road
Colchester, VT 05446
(802) 6581900

The authority to designate investment options for the Plan has been delegated to the DC Investment Funds Committee of The University of Vermont Health Network, Inc.

M. Plan Number

The three digit IRS number for the Plan is 004.

N. Plan Sponsor

The Plan's Sponsor is the first Employer listed under the definition of Employer above.

O. Plan Year

The Plan Year is the twelve-month period ending on the last day of December. The Plan Sponsor may only change or have changed the Plan Year by amending and restating to a new Plan Document.

P. Qualified Military Service

Qualified Military Service is service in the uniformed services of the United States that results in the Participant having a right of reemployment with the Employer under federal law.

Q. Service of Process

The plan's agent for service of legal process is the Plan Administrator.

R. Trustee

The trustee is responsible for trusteeing the Plan's assets. The trustee's duties are identified in the trust agreement and relate only to the assets in its possession. The name and address of the Plan's Trustee are:

Fidelity Management Trust Company
245 Summer Street
Boston, MA 02210

II. PARTICIPATION

A. Eligibility Requirements

You are eligible to participate in the Plan if you are an Employee.

However, you are not eligible to participate if you are:

- a resident of Puerto Rico

You are also not eligible to participate if you are an individual who is a signatory to a contract, letter of agreement, or other document that acknowledges your status as an independent contractor not entitled to benefits under the Plan and you are not otherwise classified by the Employer as a common law employee or the Employer does not withhold income taxes, file Form W-2 (or any replacement form), or remit Social Security payments to the Federal government for you, even if you are later adjudicated to be a common law employee.

You will become eligible to participate in the Plan according to the table below:

Contribution type	Age Requirement	Service Requirement	Entry Date
All Sources	18	One year with 1,000.00 hours	First day of Plan Year and the first day of the seventh month later

To be eligible for Employer nonelective contributions, you must complete 1,000 Hours of Service in the first 12 months of employment or in any Plan Year that begins on or after your hire date.

Once you become a Participant you are eligible to participate in the Plan until you terminate your employment with your Employer or become a member of a class of Employees excluded from the Plan. If you terminate your employment after you have met the eligibility requirements, and are later re-employed by your Employer, you will again be eligible to participate in the Plan when you complete one hour of service.

III. CONTRIBUTIONS

After you satisfy the participation requirements in Section II of this SPD, you may be eligible to receive Employer profit sharing contributions as described in this section.

A. Compensation

Compensation must be defined to compute contributions under the Plan. For purposes of determining contributions, only Compensation paid to you for services you performed while employed as an Eligible Employee shall be considered. Generally, eligible compensation for computing contributions under the Plan is the taxable compensation for a Plan Year reportable by your Employer on your IRS Form W-2, and including salary reduction contributions you made to an Employer sponsored cafeteria, qualified transportation fringe, simplified employee pension, 401(k), 457(b) or 403(b) plan.

Compensation for your first year of eligible Plan participation will be measured only for that portion of your initial Plan Year that you are eligible. Tax laws limit the amount of compensation that may be taken into account each Plan Year; the maximum amount for the 2019 Plan Year is \$280,000 and for the 2020 Plan Year is \$285,000.

B. Contributions

1. Discretionary Nonelective Contributions

Your Employer may make discretionary nonelective contributions in an amount to be determined by taking the appropriate legal action for each Plan Year. You must complete at least 1,000 hours of service during the Plan Year to be eligible to receive any nonelective contributions that may be made for that Plan Year. You do not need to satisfy this requirement if you die (including death while performing Qualified Military Service), become disabled or retire at or after your Early Retirement Age (the later of age 55 and completion of 5 years of service from date of hire through date of termination) or Normal Retirement Age (the later of age 62 and the 5th anniversary of you hire date) during the Plan Year.

a. Allocation of Nonelective Contributions

Discretionary nonelective contributions, if any, made to the Plan by your Employer will be allocated to your Account in the ratio that your eligible compensation bears to the total eligible compensation paid to all eligible Participants.

2. Other Contributions and Limitations

a. Limit on Contributions

Federal law requires that amounts contributed on your behalf by your Employer for a given limitation year generally may not exceed the lesser of:

\$56,000 in 2019 and \$57,000 in 2020 (or such amount as may be prescribed by the Secretary of the Treasury); or 100.00% of your annual compensation.

The limitation year for purposes of applying the above limits is the twelve-month period ending 12/31. Contributions under this Plan, along with Employer contributions under any other Employer-sponsored defined contribution plans, may not exceed the above limits. If this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the Plan document. You will be notified by the Plan Administrator if you have any excess contributions. Income tax consequences may apply on the amount of any refund you receive.

3. Rollover Contributions

The Plan does not accept Rollover Contributions of any type.

IV. INVESTMENTS

A. Investments

The Employee Retirement Income Security Act of 1974 (ERISA) imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called fiduciaries, have a duty to invest Plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit a Participant to exercise control over the assets in his/her Account and choose from a broad range of investment alternatives. This Plan is intended to be a Section 404(c) plan. To the extent that you have directed the investment of assets in your Account under the Plan, you are responsible for the investment decisions you made relating to those assets and the Plan fiduciaries are not responsible for any losses resulting from your investment instructions. To assist you in making informed investment decisions, the Plan Administrator is required to provide you with certain disclosures required under the Department of Labor's participant disclosure regulation (See DOL Regulation §2550.404a-5) initially and on an annual basis. You should contact the Plan Administrator with any questions regarding these disclosures. Fidelity is assisting the Plan Administrator in complying with this regulation and will make this disclosure notice available for you to review and access via Fidelity's website.

B. Fidelity® Personalized Planning & Advice at Work

Fidelity® Personalized Planning & Advice (the Service) is a managed account service that invests your workplace savings plan Account in one of several model portfolios created from a mix of your plan's eligible investment options. Fidelity® Personalized Planning & Advice at Work is a service of Fidelity Personal and Workplace Advisors LLC and Strategic Advisers LLC. Both are registered investment advisers and are Fidelity Investments companies. For more information, refer to the Fidelity® Personalized Planning & Advice at Work Terms and Conditions. The investment options selected are spread among broadly diversified investment types designed to help enhance growth and manage risk. When you enroll in the Service, you are assigned to a model portfolio based on either your investment time horizon, or on your financial situation, risk tolerance, and investment time horizon, depending upon what you choose during enrollment. Once enrolled, your current workplace savings account balance will be reallocated to align with the investment allocation of your assigned model portfolio; future contributions will also be invested according to this model portfolio.

While enrolled in the Service, you are delegating the ongoing management of your Account to the Service. In return for ongoing management, your account will incur an advisory fee for the Service as described in the Pricing Supplement. This fee will be paid from your Account. You will not be able to make any exchanges among investment options or otherwise direct or restrict the management of your account. The Service will allocate and, when appropriate, reallocate the assets in your Account to ensure that it stays in balance with the model portfolio's current mix of investments. Whenever your Account is reallocated or rebalanced to fit your model portfolio, you will receive a confirmation detailing the transactions. You will also receive prospectuses for any investment option you did not previously own.

For more information regarding the Service, or to enroll, log onto NetBenefits® at <https://netbenefits.fidelity.com> or call a Fidelity Representative at 866-811-6041.

C. Self-Directed Brokerage

Fidelity's Self-Directed Brokerage (SDB) program (BrokerageLink) allows a wide variety of investments with a diverse fee structure. Please go online for more information regarding the SDB investment option.

D. Statement of Account and Confirmation Statements

The assets in the Plan are invested in available investment options and a separate Account is established for each Participant who receives a contribution. The value of your Account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option and withdrawals. Your account statement is available online, you can view and print a statement for any time period up to 24 previous months. A statement is also available to be automatically mailed to you every three months. You can initiate these mailings by logging on to Fidelity's website and selecting Mail Preferences under the Accounts tab.

Exchanges received and confirmed before the close of the market (usually 4:00 PM (ET)) will be posted on that business day based upon the closing price of the affected investment(s). Exchanges received and confirmed after the market close will be processed on the next business day based upon the closing price of the affected investment(s) on that next business day. A confirmation of your change in the investment of your future contributions or your exchange of an existing fund will be sent to you within five business days or an online confirmation will be available. Fidelity reserves the right to change, restrict, or terminate exchange procedures to protect mutual fund shareholders.

V. VESTING

A. Vesting in Accounts

The term "vesting" refers to your nonforfeitable right to the money in your Account. You receive vesting credit for the number of years that you have worked for your Employer or a Related Employer.

If you terminate your employment with your Employer, you may be able to receive a portion or all of your Account based on your vested percentage.

Your Employer Nonelective Contributions and earnings shall be vested in accordance with the following schedule:

Years of Service	Vesting Percentage
less than 2	0
2	20%
3	40%
4	60%
5	80%
6	100%

If you have a frozen money purchase account under the Plan (Frozen MPP), that account will also be subject to the vesting schedule appearing immediately above.

Vesting under the Plan is based upon the general method. You will receive vesting credit for a year of service under the general method if you earn at least 1,000 hours of service during the vesting contribution period. The vesting contribution period is the Plan Year. Your vesting will be credited upon the completion of the required number of hours.

Participants who are employed by the Employer or a Related Employer on the date they reach Early Retirement Age shall be 100% vested in their Accounts under the Plan. The Early Retirement Age is the date the Participant attains age 55 and completes 5 years of service, using the elapsed time method to determine years of service. You will also be 100% vested in your Account under the Plan if you become disabled while employed.

B. Forfeiture and Re-employment

If you terminate your employment with your Employer and are less than 100% vested in your Employer Account, you may forfeit the non-vested portion of your Employer Account. A forfeiture will occur in the Plan Year that you receive a distribution of your entire vested Account, or if you do not receive a distribution, after five consecutive one year breaks in service. Forfeitures are retained in the Plan and may first be used to pay administrative expenses. Any remaining amounts will be used to reduce future Employer contributions payable under the Plan.

Example: (This example is for illustration purposes only.) Assuming you terminate your employment in 2019 with the following Account:

Source	Amount	Vested Percentage	Vested Amount
Employer	\$ 1,000	80%	\$800

You received an \$800 distribution in 2019 from the Plan. This represented a complete distribution of your Account.

A break in vesting service occurs when you have not completed more than half the number of hours required to earn a year of service within a vesting computation period. Notwithstanding the above, if you are absent from work due to a maternity or paternity leave, you will be credited with the number of hours you would otherwise be credited during such absence or, if such cannot be determined, eight hours per day. Similarly, if you are absent from work due to a leave of absence under the Family and Medical Leave Act, hours of service will be credited to you provided you return to work following the leave.

When any period of absence is due to military service entitling you to reemployment rights under federal law and you return to work at the Employer or a Related Employer following that absence, there will be no break in service and you will be credited with service for the entire period of that absence.

If you were a Participant when you terminated your employment and are re-employed by your Employer, then you will again become a Participant on the date you complete one hour of service. Your period of employment before you were rehired is referred to as your pre-break service. Your period of employment after you were rehired is referred to as your post-break service. If you are re-employed after incurring five consecutive one-year breaks in service, then your post-break service will not count in determining your vesting percentage in your pre-break Account balance. Your post-break service will count in determining your vesting percentage in your pre-break Account balance and any forfeited amounts will be restored to your Account if:

- You are re-employed by your Employer before you incur five consecutive one-year breaks in service, and
- If you received distribution of your vested Account and you repay the full amount of the distribution before the end of the five-year period that begins on the date you are re-employed.

Example: Assume you terminate employment with your Employer in 2019 with an Account balance of \$3,000, of which \$2,800 is vested. You elect to receive a lump sum distribution of your vested Account balance. The remainder, or \$200, is forfeited in 2019. If you are rehired on January 1, 2020 and repay the \$2,800 distribution prior to January 1, 2025, the \$200 previously forfeited will be restored to your Account. Additionally, your service after January 1, 2020 is counted toward vesting of your pre-break Account balance of \$3,000.

VI. IN SERVICE WITHDRAWALS AND LOANS

You may contact Fidelity to take a withdrawal or loan from the Plan. The amount of any taxable withdrawal that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal tax withholding and applicable state income taxes. A 10% Internal Revenue Code early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59½ and do not meet one of the Internal Revenue Code exceptions.

The following types of withdrawals are available under the Plan:

A. Withdrawals After Age 59½

If you have reached age 59½, then you may elect to withdraw all or a portion of your entire vested Account while you are still employed by your Employer.

B. Withdrawals After Age 70½

Starting in the calendar year in which you reach age 70½, you may elect to receive distributions calculated in the same manner as Required Minimum Distributions. For more information, please refer to the paragraph so entitled under the Distributable Events subsection of this SPD's section on Distribution of Benefits below.

C. Withdrawals After Normal Retirement Age

You may elect to withdraw your vested Account balance after you reach the Plan's normal retirement age, the later of age 62 or the fifth anniversary of your Employment Commencement Date, or delay it until you retire.

D. Withdrawals of Rollover Contributions

If you have a balance in your rollover contributions Account, you may elect to withdraw all or a portion of it. There is no limit on the number of withdrawals of this type.

E. Participant Loans

Loans from your vested Account balance shall be made available to all qualifying Participants on a reasonably equivalent basis. Loans are not considered distributions and are not subject to Federal or state income taxes, provided they are repaid as required. While you do have to pay interest on your loan, both the principal and interest are deposited in your Account. You can obtain more information about loans in the Plan's Loan Procedures supplied by the Plan Administrator (attached at the end of this SPD).

VII. DISTRIBUTION OF BENEFITS

A. Eligibility for Benefits

A distribution can be made to you if you request one due to your retirement or termination of employment from your Employer and any Related Employer. Your Beneficiary or Beneficiaries may request a distribution of your vested Account balance in the event of your death. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your vested Account balance is \$5,000 or less in which case the Plan Administrator will direct the Trustee that any Account exceeding \$1,000 be distributed to an Individual Retirement Account or Annuity ("IRA") for your benefit. If your vested Account balance is \$1,000 or less, the Plan Administrator will direct the Trustee to distribute it to you as a lump sum distribution without your consent. Prior to such distribution you have the right to request that the amount be distributed directly to you as a lump sum payment or to request that it be rolled-over to a different IRA provider or another retirement plan eligible to receive rollover contributions.

If you fail to request a different treatment of an automatic distribution under the Plan's Cash-Out Provision, your distribution will be paid over to an IRA provider chosen by the Plan Administrator and invested in a product designed to preserve the principal of that distribution while still providing a reasonable rate of return and preserving liquidity. The fees assessed against this newly established IRA by its provider will be paid by the participant.

If you have questions regarding the Plan's automatic rollover rules, the Plan's IRA provider for automatic rollovers, or the fees and expenses applicable to the automatic rollover IRA, please contact the Plan Administrator. Your consent will be required for any distribution if your vested Account balance is greater than \$5,000.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may apply for a distribution by contacting Fidelity. Most distributions have been pre-approved by the Plan Administrator.

B. Distributable Events

You are eligible to request a distribution of your vested Account balance based on any of the following events:

1. Death

If you are a Participant in the Plan and die, your vested Account balance, if any, will be paid to your designated Beneficiary or Beneficiaries. If you are an Employee of your Employer or a Related Employer at the time of your death, your Account balance will automatically become 100% vested. Also, if you are a Participant in the Plan and die while performing Qualified Military Service, then your Account balance will become 100% vested. You may designate a Beneficiary or Beneficiaries on a designation form that must be properly signed and filed with the Plan Administrator.

2. Disability

If you meet the definition of Disability under the Plan while you are employed by your Employer or a Related Employer and then terminate your employment, you will become 100% vested in your Account balance if you are not already fully vested. You may request a distribution of your Account balance only if you terminate your employment with your Employer or Related Employer.

3. Retirement

If you are an Employee of your Employer or a Related Employer at the time you attain your normal retirement age of the later of age 62 or the fifth anniversary of your Employment Commencement Date, your Account balance will automatically become 100% vested.

4. Required Minimum Distributions

You are required by law to receive a Required Minimum Distribution (RMD) from the Employer's Plan, unless you are a more than five percent owner of the Employer, no later than April 1 of the calendar year following the calendar year you turn 72 (70½ if you reached that age before January 1, 2020) or terminate your employment, whichever is later. If you are a more than five percent owner of the Employer, you must start receiving your distribution no later than April 1 of the calendar year following the calendar year you turn 72 (70½ if you reach that age before January 1, 2020). Once you start receiving your RMD, you should receive it at least annually until all assets in your Account are distributed.

Generally, if you die before your entire benefit is distributed, then the remaining benefit must be paid within ten years after your death if your beneficiary is an individual, or five years if your beneficiary is not an individual (e.g., your estate or a charity). If, however, you die before your distributions began and your designated beneficiary is your spouse, minor child, a disabled individual or chronically ill individual (as defined by the Code) or an individual who is no more than 10 years younger than you, then minimum distributions of your death benefit may be paid over a period not extending beyond your beneficiary's life expectancy, provided distributions begin within one year of your death. If the beneficiary described in the preceding sentence dies or, in the case of a minor child, reaches majority before the entire death benefit is distributed, then the remaining benefit must be paid within ten years after the beneficiary's death or reaching the age of majority, as applicable. If your spouse is the beneficiary of your pre-retirement death benefit, the start of periodic payments may be delayed until the year in which you would have attained age 72. Since a spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

5. Termination of Employment

Generally, if you terminate your employment with your Employer and all Related Employers, you may elect to receive a distribution of your vested Account balance from the Plan.

C. Form of Payments

Only for Participants with a balance in Frozen Money Purchase Pension account, the normal form of payment under the Plan is a qualified joint and survivor annuity as described below. For all other Plan participants, the normal form of payment is a lump sum distribution. The forms of payments that you may elect, after satisfying any waiver requirement, under the Plan are listed in this section below.

1. Lump Sum Distributions

Your entire vested Account balance will be paid to you in a single distribution or other distribution that you elect.

a. Non-rollover Distribution

Any distribution paid directly to you will be subject to mandatory Federal income tax withholding of 20% of the taxable distribution and the remaining amount will be paid to you. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. This withholding is not a penalty but a prepayment of your Federal income taxes.

You may rollover the taxable distribution you receive to an Individual Retirement Account (IRA) or your new employer's qualified plan, if it accepts rollover contributions and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer's qualified Plan until those amounts are later distributed to you. Any amounts not rolled over may also be subject to certain early withdrawal penalties prescribed under the Internal Revenue Code.

b. Direct Rollover Distribution

You may request that your entire distribution be rolled directly into a Fidelity IRA, a non-Fidelity IRA or to your new employer's qualified plan if it accepts rollover contributions. Federal income taxes will not be withheld on any direct rollover distribution.

- (1) **Rollover to Fidelity IRA** - Once you have set up a Fidelity Rollover IRA account, you may request that your vested Account balance be transferred to that account.

- (2) **Rollover to Non-Fidelity IRA** - A check will be issued by the Trustee payable to the IRA custodian or trustee for your benefit. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the custodian or trustee.
- (3) **Rollover to your New Employer's Qualified Plan** – You should check with your new employer to determine if its plan will accept rollover contributions. If allowed, then a check will be issued by the Trustee payable to the trustee of your new employer's qualified plan. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the new trustee.

c. Combination Non-Rollover Distribution and Direct Rollover

You may request that part of your distribution be paid directly to you and the balance rolled into an IRA, your new employer's retirement plan, or a 403(a) annuity.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an IRA or your new employer's qualified Plan. A 10% IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another qualified plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability. In the case of a combination distribution, if any portion of the eligible rollover distribution consists of after-tax contributions, the amount paid directly to you will be considered to consist completely of after-tax contributions before any after-tax contributions are attributed to the portion paid as a direct rollover. Consult with your tax advisor for further details.

2. Installment Distributions

Your vested Account balance will be paid to you in substantially equal amounts over a period of time. You may elect annual or more frequent installments. You may elect to receive a lump sum distribution after you start to receive installment distributions. The direct rollover distribution rules referred to in the lump sum distribution section also apply to installment distributions.

3. Purchase of an Annuity

This option only applies to Participants with a balance in Frozen Money Purchase Pension account. If you are single, your vested Account balance will be paid to you in the form of a single life annuity unless you elect a different form of payment. If you are married, your vested Account balance will be paid to you in the form of a joint and survivor annuity (called the qualified joint and survivor annuity) unless you and your spouse elect a different form of payment.

Your vested Account balance, as of your annuity starting date, will be used by the Trustee to purchase a life annuity contract from an insurance company if you are single, or a joint and survivor annuity if you are married. (The annuity starting date is the first day of the first period for which an amount is payable as an annuity.) The insurance company will make monthly payments to you for your life based upon the type of annuity purchased. If you are single, you will receive a lifetime income under a single life annuity. The payments will cease upon your death and will not pay any death benefits to any Beneficiary. If you are married as of the annuity starting date, the joint and survivor annuity will pay you a level monthly payment for your life and, if your spouse survives you, he/she will receive for his/her life at least 50% of the level monthly payment payable to you during your life. The joint and survivor annuity will not pay any death benefits to other Beneficiaries.

If you die before attaining the Plan's retirement age, then 100% of your Account balance will be distributed through a qualified preretirement survivor annuity to your surviving spouse, unless that qualified annuity has been waived by you with the consent of your spouse.

In the case of the joint and survivor annuity, the Plan Administrator shall not less than 30 days and not more than 180 days prior to the annuity starting date provide you with a written explanation of: (i) the terms and conditions of a qualified joint and survivor annuity; (ii) your right to make and the effect of an election to waive the joint and survivor annuity form of benefit; (iii) the rights of your spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified joint and survivor annuity.

The annuity starting date for a distribution in a form other than a joint and survivor annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided: (a) you have been provided with information that clearly indicates that you have at least 30 days to consider whether to waive the qualified joint and survivor annuity and elect (with spousal consent which must be in writing and witnessed by a notary public or a Plan representative) a form of distribution other than a qualified joint and survivor annuity; (b) you are permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the 7-day period that begins the

day after the explanation of the joint and survivor annuity is provided to you; and (c) the annuity starting date is a date after the date that the written explanation was provided to you.

4. Single Life Annuity

You may elect to receive your distribution in the form of the single life annuity described above, but to do so, if you are married, you will have to waive the qualified joint and survivor annuity and have your spouse consent to such a waiver as described above. This form of distribution is only available for Participants with a balance in Frozen Money Purchase Pension account. Annuity forms of payment are available only with respect to vested balances in the following portion of your account: Frozen MPP.

5. Joint & 100% Survivor Annuity

You may also elect to receive your distribution in the form of a joint and 100% survivor annuity, but to do so, if you are married, you will have to waive the qualified joint and survivor annuity and have your spouse consent to such a waiver as described above. This annuity has a stream of payments similar to the qualified joint and survivor annuity described above, but paying your surviving spouse or another beneficiary you designate a monthly benefit of 100% of the benefit payable to you during your life. This form of distribution is only available for Participants with a balance in Frozen Money Purchase Pension account. Annuity forms of payment are available only with respect to vested balances in the following portion of your account: Frozen MPP.

6. Joint & 75% Survivor Annuity

You may also elect to receive your distribution in the form of a joint and 75% survivor annuity, but to do so, if you are married, you will have to waive the qualified joint and survivor annuity and have your spouse consent to such a waiver as described above. This annuity has a stream of payment similar to the qualified joint and survivor annuity described above, but paying your surviving spouse or another beneficiary you designate a monthly benefit of 75% of the benefit payable to you during your life. This form of distribution is only available to Participants with a balance in Frozen Money Purchase Pension account. Annuity forms of payment are available only with respect to vested balances in the following portion of your account: Frozen MPP.

VIII. MISCELLANEOUS INFORMATION

A. Benefits Not Insured

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular Plan. You will only be entitled to the vested benefits in your Account based upon the provisions of the Plan and the value of your Account will be subject to investment gains and losses.

B. Attachment of Your Account

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent required by law. Your creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order. Participants and Beneficiaries can obtain, without a charge, a copy of QDRO procedures from the Plan Administrator.

C. Plan-to-Plan Transfer of Assets

The Plan Sponsor may direct the Trustee to transfer all or a portion of the assets in the Account of designated Participants to another plan or plans maintained by your Employer or other employers subject to certain restrictions. The plan receiving the Trust Funds must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, a Participant's vested Account balance may not be decreased as a result of the transfer to another plan.

D. Plan Amendment

The Plan Sponsor reserves the authority to amend certain provisions of the Plan by taking the appropriate action. However, any amendment may not eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your Account balance derived from Employer contributions.

E. Plan Termination

The Plan Sponsor has no legal or contractual obligation to make annual contributions to or to continue the Plan. The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate, with the approval of the Board of Directors. In the event the Plan should terminate, each Participant affected by such termination shall have a vested interest in his Account of 100 percent. The Plan Administrator will facilitate the distribution of Account balances in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed by the Trustee. Each Participant in the Plan upon Plan termination will automatically become 100% vested in his/her Account balance.

F. Interpretation of Plan

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, and retirement, or to interpret any other term contained in Plan documents. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, and their Beneficiaries.

G. Electronic Delivery

This SPD and other important Plan information may be delivered to you through electronic means. This SPD contains important information concerning the rights and benefits of your Plan. If you receive this SPD (or any other Plan information) through electronic means you are entitled to request a paper copy of this document, free of charge, from the Plan Administrator. The electronic version of this document contains substantially the same style, format and content as the paper version.

IX. INTERNAL REVENUE CODE TESTS

A. Non-Discrimination Tests

The Plan must pass Internal Revenue Code non-discrimination tests as of the last day of each Plan Year to maintain a qualified Plan. These tests are intended to ensure that the amount of contributions under the Plan do not discriminate in favor of Highly Compensated Employees. The Plan may be subject to additional types of non-discrimination testing depending upon the benefits available under the Plan.

B. Top Heavy Test

The Plan may be subject to the Internal Revenue Code "top-heavy" test. In that circumstance, the Plan Administrator tests this Plan, together with any other Employer-sponsored qualified plans that cover one or more key employees, to ensure that no more than 60% of the benefits are for key employees. If this Plan is top-heavy, then your Employer may be required to make a minimum annual contribution on your behalf to this, or another Employer sponsored plan, if you are employed as of Plan Year-end. You will be vested for these contributions in accordance with the vesting shown for nonelective contributions within the Vesting section of this SPD.

X. PARTICIPANT RIGHTS

A. Claims

1. Claims Procedures

A plan participant or beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact the Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Plan Administrator will provide you with written or

electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

If the Plan Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will provide a notice of its decision in written or electronic form explaining your appeal rights. The notice will be provided in an understandable and, where specifically required by the Department of Labor regulations, in a culturally and linguistically appropriate manner and will state:

- a. The specific reasons for the denial.
- b. A reference to the specific provisions of the Plan on which the determination is based.
- c. A description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required.
- d. A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.
- e. In the case of disability benefits where disability is determined by a physician:
 - i. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views you presented to the Plan of health care professionals treating you and vocational professionals who evaluated you;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
 - A disability determination made by the Social Security Administration and presented by you to the Plan.
 - ii. Either the internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or other criteria do not exist.
 - iii. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.
 - iv. 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 the claim.

2. Review Procedures (For Appeal of an Adverse Benefit Determination)

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim by filing a written request for review with the Plan Administrator. However, if your claim is for disability benefits and disability is determined by a physician, then instead of the above, you must file the claim for review no later than 180 days following receipt of notification of an adverse benefit determination. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be

provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the claims review procedure above, if your claim is for disability benefits and disability is determined by a physician, then:

- a.** Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- b.** In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
- c.** Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- d.** The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.
- e.** If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.
- f.** Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. However, if the claim relates to disability benefits and disability is determined by a physician, then 45 days will apply instead of 60 days in the preceding sentences. In no event shall such extension exceed a period of 60 days (or 45 days) from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator shall provide you with written or electronic notification of a plan's benefit determination on review in an understandable, and where specifically required by the Department of Labor regulations, in a culturally and linguistically appropriate manner. In the case of an adverse benefit determination, the notification shall set forth:

- a.** The specific reason or reasons for the adverse determinations.
- b.** Reference to the specific plan provisions on which the benefit determination is based.
- c.** A statement that you are entitled to receive, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- d.** In the case of disability benefits where disability is determined by a physician:

- i. Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.
- ii. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.
- iii. A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.
- iv. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;
 - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
 - a disability determination made by the Social Security Administration and presented by you to the Plan.

The Plan Administration's decision on appeal will be final, conclusive and binding on all parties. You may not file a claim in court before exhausting all of the claims and appeals procedures described above.

B. Statement of ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

- 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.
- 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 SPD. 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 this Summary Annual Report each year. However, a plan, like this one, that permits participants to direct investments of their accounts is not required to provide this report.
- Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

2. Prudent Actions by 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, 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 retirement benefit or exercising your rights under ERISA.

3. Enforce Your Rights

Subject to the time limitation described below, if your claim for a benefit under the Plan 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 Plan Administrator. The Plan's agent for legal service of process in the event of a lawsuit is the Plan 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 frivolous.

4. 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 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.

C. When to Bring an Action in Court

You may file a lawsuit regarding the denial of an appeal after following the claims and review procedures above. You must file any lawsuit within 12 months after the date the Plan Administrator issued its final decision on an appeal. If you do not file a claim or exhaust the claims review process for any reason, any lawsuit must be filed within 12 months of the date of the conduct at issue in the lawsuit (which includes, among other things, the date you became entitled to any Plan benefits at issue in the lawsuit). If you fail to file a lawsuit within these timeframes, you will lose your right to bring the lawsuit at any later time.

XI. SERVICES AND FEES

Fees and expenses charged under your Account will impact your retirement savings, and fall into three basic categories. *Investment fees* are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, 12b-1 fees, or management fees. Certain of these Investment fees may not apply depending upon the funds and share classes available in the Plan. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under your Plan. *Plan administration fees* cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under your Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by your Employer, or are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your Account. *Transaction-based fees* are associated with optional services offered under your Plan, and are charged directly to your Account if you take advantage of a particular plan feature that may be available, such as a Plan loan. For more information on fees associated with your Account, refer to your Account statement or speak with the Plan Administrator.

The information contained herein has been provided by the Plan Administrator.

LOAN PROCEDURES FOR The University of Vermont Health Network - Home Health & Hospice, Inc. Defined Contribution Plan

1. Loan Application

You may apply for a loan by contacting Fidelity. Loans have been pre-approved by the Plan Administrator based on data supplied by the Plan Sponsor and the criteria outlined in these Loan Procedures. Loans will be allowed for any purpose. A loan set up fee of \$25.00 will be deducted from your Account for each new loan processed. An annual loan maintenance fee of \$25 will be deducted from your Account for each loan.

2. Loan Amount

The minimum loan is \$1,000 and the maximum amount is the lesser of one-half of your vested Account balance or \$50,000 reduced by the highest outstanding loan balance in your Account during the prior twelve-month period. All of your loans from plans maintained by your Employer or a Related Employer will be considered for purposes of determining the maximum amount of your loan. Up to 50% of your vested Account balance may be used as collateral for any loan.

3. Number of Loans

You may only have 1 loan outstanding at any given time. If you have an existing loan you may not apply for another loan until the existing loan is paid in full.

4. Interest Rate

All loans shall bear a reasonable rate of interest as determined by the Plan Administrator based on the prevailing interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate shall remain fixed throughout the duration of the loan.

5. Loan Repayments and Loan Maturity

Repayment should be made through after-tax payroll deductions; however, if repayment is not made by payroll deduction, a loan shall be repaid in accordance with procedures provided by your Plan Administrator. All loans must be repaid in level payments on at least a quarterly basis over a five-year period unless it is for the purchase of your principal residence in which case the loan repayment period may not extend beyond 0 years from the date of the loan. The level repayment requirement may be waived for a period of one year or less if you are on a leave of absence, however, your loan must still be repaid in full on the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be re-amortized to extend the length of the loan by the length of the leave. If a loan is not repaid within its stated period, it will be treated as a taxable distribution to you.

6. Default or Termination of Employment

The Plan Administrator shall consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered past due. In the event of a default, the entire outstanding principal and accrued interest shall be immediately due and payable. If you terminate your employment, you may continue to repay your loan. Any default in repayment to the Plan will result in the treating of the balance due for your loan as a taxable distribution from the Plan.

The information contained herein has been provided by the Plan Administrator.