

January 1, 2016
SUMMARY PLAN DESCRIPTION
FOR
HARTFORD HEALTHCARE 401(k) RETIREMENT SAVINGS PLAN

Employer Identification Number: 22-2672834
Plan Number: 001

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

HOW TO USE THIS SUMMARY

TABLE OF CONTENTS

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

GLOSSARY

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

EFFECTIVE DATE

This booklet describes in easy-to-understand terms the principal features of the Plan as in effect on January 1, 2016. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before January 1, 2016.

MORE SPECIFIC INFORMATION

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

DAILY ADMINISTRATIVE CONTACT

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

Hartford HealthCare Corporation
HHC&Me Employee Service Center
181 Patricia M. Genova Drive
4th Floor
Newington, CT 06111
(860) 696-3500

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

TABLE OF CONTENTS

- INTRODUCTION TO YOUR PLAN 1**
 - HOW YOU SAVE 1
 - YOUR PLAN ACCOUNT 1
 - VESTING OF YOUR ACCOUNT 2
 - DISTRIBUTION OF BENEFITS 2
 - SPONSOR DISCRETION 2
- PLAN IDENTIFICATION INFORMATION 2**
 - TYPE OF PLAN..... 2
- ELIGIBILITY TO PARTICIPATE..... 2**
 - COVERED EMPLOYEES 2
 - TRANSFERS OF EMPLOYMENT 3
 - REEMPLOYMENT..... 3
- YOUR CONTRIBUTIONS 3**
 - 401(K) CONTRIBUTIONS..... 3
 - CATCH-UP 401(K) CONTRIBUTIONS 6
 - ROLLOVER CONTRIBUTIONS 7
 - AFTER-TAX CONTRIBUTIONS 8
 - VESTED INTEREST IN YOUR CONTRIBUTIONS 8
- EMPLOYER CONTRIBUTIONS 8**
 - MATCHING CONTRIBUTIONS 8
 - NONELECTIVE CONTRIBUTIONS 9
 - VESTED INTEREST IN EMPLOYER CONTRIBUTIONS 9
 - VESTING SERVICE 9
- PLAN INVESTMENTS 10**
 - WHERE PLAN CONTRIBUTIONS ARE INVESTED 10
 - 404(C) PROTECTION..... 10
 - MAKING INVESTMENT ELECTIONS..... 10
- VALUING YOUR ACCOUNT 11**
- LOANS FROM YOUR ACCOUNT 11**
 - APPLICATION FOR LOAN 11
 - FEDERAL TAX RULES GOVERNING PLAN LOANS..... 11
 - COLLATERAL FOR LOAN 12
 - DEFAULT ON LOAN 12
 - SPECIAL LOAN RULES 12
- IN-SERVICE WITHDRAWALS 12**
 - WITHDRAWALS OF YOUR CONTRIBUTIONS..... 13
 - WITHDRAWALS OF EMPLOYER CONTRIBUTIONS..... 13
 - WITHDRAWALS WHILE ABSENT ON MILITARY DUTY 13
 - HARDSHIP WITHDRAWALS 14
- FORFEITURE OF NON-VESTED AMOUNTS 15**

DISTRIBUTION OF YOUR ACCOUNT	16
DISTRIBUTION TO YOU	16
SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS.....	16
DISTRIBUTION TO YOUR BENEFICIARY	16
CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION.....	17
AUTOMATIC ROLLOVERS	17
FORM OF PAYMENT	17
FORM OF PAYMENT TO YOU	17
FORM OF PAYMENT TO YOUR BENEFICIARY	18
YOUR BENEFICIARY UNDER THE PLAN.....	18
SPOUSAL CONSENT	19
ERISA CLAIMS PROCEDURES	19
INITIAL RESPONSE TO CLAIM	19
CLAIM DENIAL.....	19
REVIEW OF ADMINISTRATOR'S DECISION	19
BRINGING A CIVIL ACTION UNDER ERISA	20
AMENDMENT AND TERMINATION OF THE PLAN	20
MISCELLANEOUS INFORMATION.....	20
PLAN BOOKLET DOES NOT CREATE EMPLOYMENT CONTRACT	20
NO GUARANTEES REGARDING INVESTMENT PERFORMANCE	20
IF CIRCUMSTANCES REQUIRE DELAY OF A WITHDRAWAL	20
TRANSFERS FROM GUARANTEED INCOME FUND MAY BE LIMITED	20
PAYMENT OF ADMINISTRATIVE EXPENSES	20
QUALIFIED DOMESTIC RELATIONS ORDERS	21
MILITARY LEAVE	21
RETURN OF CONTRIBUTIONS TO YOUR EMPLOYER.....	21
TOP-HEAVY PROVISIONS	21
LIMITATIONS ON CONTRIBUTIONS.....	22
PENSION BENEFIT GUARANTY CORPORATION	22
YOUR RIGHTS UNDER THE PLAN	22
RIGHT TO INFORMATION.....	22
PRUDENT ACTIONS BY FIDUCIARIES	22
ENFORCING YOUR RIGHTS	23
ASSISTANCE WITH YOUR QUESTIONS	23
GOVERNING LAW	23
ADDITIONAL CONTACT & PLAN INFORMATION.....	23
ADMINISTRATOR.....	23
SPONSOR.....	23
SPONSOR'S EMPLOYER IDENTIFICATION NUMBER	24
PLAN NUMBER	24
OTHER ADOPTING EMPLOYERS.....	24
FUNDING MEDIUM.....	24

TRUSTEE.....	24
AGENT FOR SERVICE OF LEGAL PROCESS.....	24
GLOSSARY	25
ADDENDUM RE: FORM OF PAYMENT FOR FORMER	30
SOUTHINGTON CARE CENTER PENSION PLAN PARTICIPANTS.....	30
FORM OF PAYMENT TO YOU.....	30
FORM OF PAYMENT TO YOUR BENEFICIARY	30
YOUR BENEFICIARY UNDER THE PLAN	30
ADDENDUM RE: PARTICIPANT LOAN POLICY	32

INTRODUCTION TO YOUR PLAN

The Hartford HealthCare 401(k) Retirement Savings Plan helps you provide for your retirement security by making it simple and convenient for you to contribute to your retirement savings regularly. Your Employer may also make contributions to your Account to provide you with additional savings. The Plan is intended to meet federal tax law qualification requirements, allowing your savings to accumulate on a tax-deferred basis and permitting you to save more dollars for your retirement.

HOW YOU SAVE

- You may contribute a percentage of your pay to the Plan as 401(k) Contributions. You may make Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions. For information on making 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**.
- If you will be age 50 by the end of the year, you may make Catch Up 401(k) Contributions to the Plan. Catch Up 401(k) Contributions are additional 401(k) Contributions that are not subject to annual limits imposed on 401(k) Contributions under the Plan. For more information on making Catch Up 401(k) Contributions, see **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS, CATCH-UP CONTRIBUTIONS, and LIMITATIONS ON CONTRIBUTIONS**.
- You are not permitted to make employee contributions to the Plan on a post-tax basis (After-Tax Contributions). However, your Account may include amounts attributable to After-Tax Contributions made to the Plan under provisions that are no longer in effect. For more information, see **YOUR CONTRIBUTIONS: AFTER-TAX CONTRIBUTIONS**.
- If you have savings from another retirement plan or annuity, you may be able to roll those savings into the Plan as Rollover Contributions. For more information on the types of savings that may be rolled over into the Plan and the terms and conditions for making Rollover Contributions, see **YOUR CONTRIBUTIONS: ROLLOVER CONTRIBUTIONS**.
- For every \$1.00 you contribute to the Plan, up to the maximum permitted under the Plan, your Employer will add a QACA Safe Harbor Matching Contribution. For information on the amount of your Employer's QACA Safe Harbor Matching Contribution and the terms and conditions for receiving QACA Safe Harbor Matching Contributions, see **EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS**.
- Your Account may include Prior Matching Contributions that were either (1) made under the terms of another plan and then transferred directly to the Plan or (2) made under terms of the Plan that are no longer in effect. These prior contributions may be subject to different rules than other amounts held under the Plan.
- Your Account may include Prior Nonelective Contributions that were either (1) made under the terms of another plan and then transferred directly to the Plan or (2) made under terms of the Plan that are no longer in effect. These prior contributions may be subject to different rules than other amounts held under the Plan.
- Dollars you save as Pre-Tax 401(k) Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Dollars saved as After-Tax Contributions, including rolled over after-tax employee contributions, or Roth 401(k) Contributions, including Designated Roth Rollover Contributions, are taxed before contributed, but are not taxed when they are distributed to you. Taxes are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings, except dollars saved as After-Tax Contributions, including rolled over after-tax employee contributions, or Roth 401(k) Contributions, including Designated Roth Rollover Contributions, until they are distributed to you. If you satisfy certain rules, you will not pay taxes on investment earnings on your Roth 401(k) Contributions and Designated Roth Rollover Contributions even when they are distributed to you.

YOUR PLAN ACCOUNT

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

VESTING OF YOUR ACCOUNT

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

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

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

DISTRIBUTION OF BENEFITS

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

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

SPONSOR DISCRETION

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

PLAN IDENTIFICATION INFORMATION

TYPE OF PLAN

The Plan is a "**401(k) plan**". Under a 401(k) plan, all contributions you make to the plan or that are made on your behalf are held in an account that is invested on your behalf. When you retire, your retirement benefit from the plan will be based on the value of your account (including investment earnings and losses) at the time distribution is made to you.

You may elect to make contributions to the plan from your pay. Your contributions (called "401(k) Contributions" in this summary) may be either Pre-Tax 401(k) Contributions or Roth 401(k) Contributions. You do not pay any taxes on your Pre-Tax 401(k) Contributions or earnings until they are distributed to you. You pay taxes on your Roth 401(k) Contributions for the year of the contribution, but earnings accumulate tax-free and, if you satisfy certain requirements, are also excluded from your taxable income when distributed to you. If you are eligible, the employer may further help you save for retirement by making QACA Safe Harbor Matching contributions to your account under the Plan.

The Plan is also intended to be a "**404(c) plan**". Under a 404(c) plan, you may select the investments for all or a portion of your account under the Plan, and the Plan's fiduciaries who would otherwise be responsible for the performance of your investment choices. For more information, see **PLAN INVESTMENTS: 404(C) PROTECTION**.

ELIGIBILITY TO PARTICIPATE

To participate in the Plan, you must be a Covered Employee, as described below. There are no other age or service requirements to complete. You are eligible to make contributions to the Plan and will be eligible to receive Employer Contributions (provided you satisfy any allocation requirements) immediately upon becoming a Covered Employee, as described below.

COVERED EMPLOYEES

You are a Covered Employee if:

- you are a common law employee of the Employer, and the Employer is your primary employer (please contact the HHC&Me Employee Service Center at (860) 696-3500, if you have any questions regarding your primary employer).

AND

- you have **not** executed a contract, letter of agreement, or other document acknowledging your status as an independent contractor and are **not** otherwise treated by the Employer as an independent contractor with respect to whom the Employer does not withhold income taxes and file Form W-2 (or any replacement Form) with the Internal Revenue Service. If the Employer treats you as an independent contractor and you are later adjudicated to be a common law employee of the Employer, you will not be considered a Covered Employee unless and until the Employer extends Plan coverage to you.
- you are **not** a nonresident alien, or you are a nonresident alien who receives United States source income.
- you are **not** a Leased Employee.
- you are **not** a union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
- you are **not** one of the following: employees of any member of the controlled group or affiliated service group that does not adopt the Plan; students; interns; residents; fellows; any Employee of The Jerome Home.

TRANSFERS OF EMPLOYMENT

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

REEMPLOYMENT

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

YOUR CONTRIBUTIONS

401(k) CONTRIBUTIONS

If you elect to make 401(k) Contributions, you authorize your Employer to reduce the Compensation you would regularly receive by a specified amount. This amount is then deposited in your Account as a 401(k) Contribution. You may elect to make Pre-Tax 401(k) Contributions and/or Roth 401(k) Contributions to the Plan.

Note that if you elected to contribute a fixed percentage of your Compensation (in other words, your election was not for a flat dollar amount) as pre-tax and/or Roth contributions to a Legacy Plan immediately prior to becoming a Covered Employee under this Plan, in accordance with procedures established by the Administrator your contribution election will be carried over to this Plan.

Once you have designated a 401(k) Contribution as either a Pre-Tax or Roth 401(k) Contribution, you may not later change its designation. You may, however, change your designation with respect to future 401(k) Contributions. (See **Change in Amount and/or Treatment of 401(k) Contributions** below).

Pre-Tax 401(k) Contributions

You do not pay federal income taxes (or, in many states, state income taxes) on Compensation you contribute to the Plan as Pre-Tax 401(k) Contributions for the year in which you make the contribution. Instead, your Pre-Tax 401(k) Contributions and earnings on your Pre-Tax 401(k) Contributions are only taxable when they are distributed from the Plan.

Roth 401(k) Contributions

You pay federal income taxes and state income taxes on Compensation you contribute to the Plan as Roth 401(k) Contributions for the year in which you make the contribution. However, your Roth 401(k) Contributions are not taxable when they are distributed from the Plan. In addition, if certain conditions are satisfied, the earnings on your Roth 401(k) Contributions are also not taxable when distributed from the Plan.

There are 2 separate sets of requirements that must be satisfied in order for the distribution of the earnings on your Roth 401(k) Contributions to be non-taxable:

- First, distribution must be made at least 5 years after the first day of the calendar year in which you first made Roth 401(k) Contributions to the Plan. Special rules apply for determining this 5-year period if you make Designated Roth Rollover Contributions.
- Second, the distribution must be a "qualified distribution." A "qualified distribution" is a distribution made to you after you reach age 59 1/2 or become disabled or made to your Beneficiary after your death. For this purpose, you are considered disabled if you are unable to engage in **any** substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in your death or to be of long-continued and indefinite duration.

Automatic Contribution Arrangement – Automatic Enrollment

Unless you elect otherwise, beginning on the date you are first eligible to make 401(k) Contributions, your Employer will automatically withhold 3% of your Compensation each payroll period as Pre-Tax 401(k) Contributions. You will not be automatically enrolled if:

- You make an affirmative election regarding 401(k) Contributions prior to the date you are automatically enrolled under the Plan.
- You had an election in effect to defer a percentage of your compensation to a Legacy Plan as pre-tax or Roth contributions immediately prior to becoming a Covered Employee under the Plan. However, if you had elected not to make pre-tax or Roth contributions to a Legacy Plan, or if you had elected to make contributions to a Legacy Plan in a flat dollar amount, you will be automatically enrolled under the Plan unless you make an affirmative election regarding 401(k) Contributions.

401(k) Contributions made under the automatic contribution arrangement will be treated as Pre-Tax 401(k) Contributions.

You may elect instead to make 401(k) Contributions in a different amount or not at all. You may also elect to have your automatic contributions treated as Roth 401(k) Contributions instead of Pre-Tax 401(k) Contributions. To make such an election, you must notify the Administrator as described in ***How to Make an Election*** below.

Please note: If you terminate employment and are rehired, your affirmative election (including an election carried over from a Legacy Plan) will expire and 401(k) Contributions will be made for you under the automatic contribution arrangement, unless you make another election.

If you do not make an affirmative election otherwise, your Employer will continue to withhold 3% of your Compensation each payroll period as Pre-Tax 401(k) Contributions until you suspend or change the amount of your contributions, as described in ***Change in Amount and/or Treatment of 401(k) Contributions*** below, or your 401(k) Contributions are increased automatically, as provided in ***Automatic Annual Increase*** below.

Automatic Annual Increase

Unless you elect otherwise, your Employer will automatically increase the amount of your Pre-Tax 401(k) Contributions each year as described below. Note the election to not have the automatic annual increase apply is separate from the election to opt out of the automatic contributions as described in ***Automatic Contribution Arrangement – Automatic Enrollment***. So if you do not want the automatic annual increase to apply, you must make a separate election regardless of whether you opted out of the automatic contribution arrangement or made an affirmative 401(k) Contribution election.

The initial contribution amount described in ***Automatic Contribution Arrangement – Automatic Enrollment*** above applies for the initial "default period" described below. At the end of each "default

period", the amount of the automatic Pre-Tax 401(k) Contributions made for you will be increased as follows:

- For the second "default period", your automatic Pre-Tax 401(k) will be increased to 4% of your Compensation.
- For the third "default period", your automatic Pre-Tax 401(k) Contribution will be increased to 5% of your Compensation.
- For all subsequent "default periods", your automatic Pre-Tax 401(k) Contribution will be 6% of your Compensation.

Your initial "default period" begins on the date the first automatic Pre-Tax 401(k) Contribution is made to the Plan on your behalf as provided in **Automatic Contribution Arrangement – Automatic Enrollment** above, and ends on the following October 31. Your automatic Pre-Tax 401(k) Contributions will be increased on November 1. Subsequent "default periods" are based on 12-consecutive-month periods beginning on each anniversary of the adjustment date. The "adjustment date" is each November 1.

If you elect out of the automatic contribution arrangement described in **Automatic Contribution Arrangement – Automatic Enrollment** above, but are still subject to the annual increase, your Pre-Tax 401(k) Contributions will be increased each default period by an additional 1% of Compensation until you are contributing 6% of your Compensation as Pre-Tax 401(k) Contributions.

You may elect not to have your Pre-Tax 401(k) Contributions automatically increased. You may also elect to apply the annual increase on a different adjustment date. **Please note:** Affirmative elections against the automatic annual increase (including elections to apply the annual increase on a different adjustment date) expire under the same conditions that an election out of the automatic contribution arrangement expire. (See **Automatic Contribution Arrangement – Automatic Enrollment** above.)

Suspension of Automatic Contributions

Your Automatic Contributions may be suspended for several reasons including following a hardship distribution, during a leave of absence, or for a period that you are not employed by an Employer. Generally, if your automatic 401(k) Contributions are suspended, when they resume, the amount will be calculated based on the number of default periods that have elapsed since the first automatic contribution was made for you. If no automatic 401(k) Contributions were made on your behalf for a full Plan Year, when your Automatic Contributions are no longer suspended you will be treated like a new hire and the initial "default period" will apply. As a result, your Employer will automatically withhold 3% of your Compensation each payroll period as Pre-Tax 401(k) Contributions unless you make an affirmative election to opt out or contribute a different percentage.

How to Make an Election

To make 401(k) Contributions in a different amount than under the automatic contribution arrangement (or not at all) or to elect out of the automatic annual increase (including elections to apply the annual increase on a different adjustment date), you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at the Insurance Company's internet site – www.prudential.com/hartfordhealthcare, or notify the Administrator of your election in accordance with the rules established by the Administrator within the prescribed election period. Your election must specify the portion of your 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and the portion to be treated as Roth 401(k) Contributions.

Permissible Withdrawal of Automatic Contributions

If you do not elect out of the automatic contribution arrangement before 401(k) Contributions are automatically made for you, you may withdraw the amounts contributed on your behalf. To make a withdrawal, you must contact the Administrator within 90 days of the date the first automatic 401(k) Contribution is made for you. You may not elect a withdrawal after that 90-day period. The withdrawal will be equal to the total automatic 401(k) Contributions made for you through the effective date of the withdrawal, adjusted for allocable gains and losses and for any applicable fees.

Amount of 401(k) Contributions

You may contribute from 1% to 75% of your Compensation as 401(k) Contributions.

If you will be age 50 or older by the end of the year, you may make Catch-Up 401(k) Contributions in excess of 75% of your Compensation. Your total Catch-Up 401(k) Contributions cannot exceed the Catch-Up Limit in effect for the year. For 2016 the Catch-Up Limit is \$6,000. The IRS may adjust this limit for future years. For more information, including how to make Catch-Up 401(k) Contributions, see **YOUR CONTRIBUTIONS: CATCH-UP CONTRIBUTIONS**.

Commencement of 401(k) Contributions

401(k) Contributions will be made from your Compensation as provided in your election beginning with the first payroll period beginning on or after the date your election is effective.

Change in Amount and/or Treatment of 401(k) Contributions

You may change the amount your Employer withholds from your future Compensation or change the portion of your 401(k) Contributions treated as Pre-Tax and Roth 401(k) Contributions at any time. Any change to the amount of your 401(k) Contributions will go into effect as soon as administratively practicable, but depending on when the change is made may not go into effect until the following payroll period. To change the amount or treatment of your 401(k) Contributions, you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at the Insurance Company's internet site – www.prudential.com/hartfordhealthcare, or notify the Administrator in accordance with the rules established by the Administrator at least as many days before the date the change is to take effect as the Administrator prescribes. Any change in your election must specify the portion of your future 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and the portion to be treated as Roth 401(k) Contributions.

Suspension of 401(k) Contributions

You may direct your Employer to stop withholding amounts from your future Compensation and suspend your 401(k) Contributions at any time. To suspend your 401(k) Contributions, you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at the Insurance Company's internet site – www.prudential.com/hartfordhealthcare, or notify the Administrator in accordance with the rules established by the Administrator. The suspension will take effect as soon as reasonably practicable after you notify the Administrator.

If you suspend your 401(k) Contributions, the suspension will remain in effect until you elect to resume making 401(k) Contributions again.

Resumption of 401(k) Contributions

If you suspend your 401(k) Contributions, you may resume making 401(k) Contributions effective as of any business day during the Plan Year. To resume your 401(k) Contributions you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at the Insurance Company's internet site – www.prudential.com/hartfordhealthcare, or notify the Administrator in accordance with the rules established by the Administrator. Your notice to resume 401(k) Contributions must specify the portion of your future 401(k) Contributions to be treated as Pre-Tax 401(k) Contributions and the portion to be treated as Roth 401(k) Contributions.

Annual Federal Limit on Amount of 401(k) Contribution

Federal law limits the amount of 401(k) Contributions (including both Pre-Tax and Roth 401(k) Contributions) that you can make to the Plan each calendar year. For 2016 the maximum amount is \$18,000. The IRS may adjust this limit for future years. Any adjustment will be in increments of \$500. If the Administrator determines that the amount you authorize your Employer to withhold from your Compensation would exceed the maximum amount permitted for the year, the Administrator will adjust the amount withheld so that it does not exceed the maximum.

CATCH-UP 401(K) CONTRIBUTIONS

If you will be age 50 or older by the end of the calendar year, you may make Catch-Up 401(k) Contributions for that year that exceed the annual Federal limit and the 75% of Compensation limit (both limits are described above). You do not have to make a separate election to make Catch-Up 401(k) Contributions. Instead, you will automatically make Catch-Up 401(k) Contributions if your 401(k) Contribution election would cause you to defer more than either the Federal or Compensation limit prior to the end of a calendar year. However, if you intend to

make extra 401(k) Contributions during a part of the year but do not want to make Catch-Up 401(k) Contributions, make sure to carefully monitor your 401(k) Contributions so you can avoid deferring more than you intended.

For 2016 the Catch-Up Limit is \$6,000. The IRS may adjust this limit for future years.

ROLLOVER CONTRIBUTIONS

If you are eligible to participate in the Plan, you may roll over all or part of an eligible rollover distribution you receive from an eligible retirement plan (including a 401(k) or 403(b) plan) or IRA (excluding a Roth IRA) into the Plan at any time. Rollover contributions are not matched by your Employer, but they can be invested in any of the current investment options and will continue to grow tax-deferred. You also avoid the federal government's 10% penalty tax, which may apply to early distributions from your prior plan. As described below in **IN-SERVICE WITHDRAWALS: WITHDRAWALS OF YOUR CONTRIBUTIONS**, you may receive a distribution of the value of your Rollover Contributions at any time.

Savings Eligible for Direct Rollover

The Plan permits "direct rollovers" from the following:

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

A "direct rollover" is a rollover made directly from another plan or annuity without being distributed to you first.

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

Savings Eligible for Indirect Rollover

The Plan permits "indirect rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet federal tax law qualification requirements, such as 401(k) or profit-sharing plans). Your "indirect rollover" may include the taxable portion of any Roth contributions, but may not include non-taxable Roth contributions.
- 403(b) retirement plans (these are retirement plans maintained for employees of tax exempt organizations or governments). Your "indirect rollover" may include the taxable portion of any Roth contributions, but may not include non-taxable Roth contributions.
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments). Your "indirect rollover" may include the taxable portion of any Roth contributions, but may not include non-taxable Roth contributions.
- IRAs.

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

Rollover Procedures

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

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

Treatment of After-Tax and Designated Roth Rollover Contributions

If you make After-Tax Rollover or Designated Roth Rollover Contributions to the Plan, those amounts will be accounted for separately from your other Rollover Contributions. This is required so that the Plan can keep track of the non-taxable portion of the rollover.

AFTER-TAX CONTRIBUTIONS

Your Account may include After-Tax Contributions you made to the Plan under provisions that are no longer effective. You are no longer permitted to make After-Tax Contributions to the Plan. The After-Tax Contributions in your Account will be held under the Plan until they are distributable under the Plan's terms.

VESTED INTEREST IN YOUR CONTRIBUTIONS

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

EMPLOYER CONTRIBUTIONS

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

MATCHING CONTRIBUTIONS

QACA Safe Harbor Matching Contributions

Once you have met the requirements to participate in the Plan with respect to QACA Safe Harbor Matching Contributions, as described in **ELIGIBILITY TO PARTICIPATE** above, you will receive QACA Safe Harbor Matching Contributions for a payroll period if you are a Covered Employee at any time during that payroll period.

If you are eligible, for each payroll period in which you have made 401(k) Contributions, your Employer will make a QACA Safe Harbor Matching Contribution to your Account based on your contributions for that payroll period.

The QACA Safe Harbor Matching Contribution will equal:

- a) 100% of the first 1% of your Compensation that you contribute plus
- b) 50% of the next 5% of your Compensation that you contribute.

In addition, following the end of a Plan Year, your Employer may make a "true up" QACA Safe Harbor Matching Contribution to your Account if you received QACA Safe Harbor Matching Contributions during that year. The "true up" QACA Safe Harbor Matching Contribution will equal an amount which, when added to the QACA Safe Harbor Matching Contributions that you received during the prior Plan Year, equals the maximum QACA Safe Harbor Matching Contribution you are entitled to receive based on the total 401(k) Contributions you made for that year.

Any Compensation you earned during the payroll period, but before the date on which you became eligible to receive QACA Safe Harbor Matching Contributions is excluded in determining the amount of your QACA Safe Harbor Matching Contribution.

Your Employer will provide notice each year of its obligation to make QACA Safe Harbor Matching Contributions to your Account and of the other benefits provided under the Plan. If your Employer makes automatic 401(k) Contributions in accordance with IRS rules and QACA Safe Harbor Matching Contributions to the Accounts of all eligible employees and also provides the notice described above, it does not have to apply certain discrimination rules that could limit the 401(k) Contributions made by Highly Compensated Employees.

Prior Matching Contributions

Your Account may include Prior Matching Contributions that were made either (1) to the Plan under provisions that are no longer in effect or (2) to another plan that merged into the Plan or otherwise transferred your Prior Matching Contributions to the Plan.

NONELECTIVE CONTRIBUTIONS

Prior Nonelective Contributions

Your Account may include Prior Nonelective Contributions that were made either (1) to the Plan under provisions that are no longer in effect or (2) to another plan that merged into the Plan or otherwise transferred your Prior Nonelective Contributions to the Plan.

VESTED INTEREST IN EMPLOYER CONTRIBUTIONS

Vesting Schedule

Your Vested Interest in the Value (including any earnings) of the QACA Safe Harbor Matching Contributions, Prior Matching Contributions, and Prior Nonelective Contributions is 0% until you have completed 2 years of Vesting Service. Upon completion of 2 years of Vesting Service, your Vested Interest in these contributions (including any earnings) will be 100%.

If your employment terminates with the Employer (and all Related Companies) before you are fully vested in your Account, you may lose the non-vested portion of your Account. Please see ***Special Vesting Events*** below for additional ways you may become vested, and **FORFEITURE OF NON-VESTED AMOUNTS** for more information regarding when unvested amounts are forfeited and when any forfeited amounts may be restored.

Special Vesting Events

Notwithstanding the foregoing, if you are employed by the Employer (or a Related Employer) on your Normal Retirement Date or the date you die or become Disabled, your Vested Interest in your full Account will be 100%. If you are absent from employment because of military service and you die while performing "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you are treated as if you died while employed by the Employer.

For a Participant who formerly participated in the Southington Care Center Retirement Plan, you will become vested in employer contributions received under that plan prior to May 1, 2007 if you terminate employment after the later of the date you attain age 55 or the date you complete 5 years of service.

For a Participant who formerly in the Central Connecticut Sports Medicine Profit Sharing 401(k) Plan, you will become vested in employer contributions received under that plan prior to May 1, 2007 if you terminate employment after the later of the date you attain age 55 or the date you complete 2 years of service.

VESTING SERVICE

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

Crediting of Vesting Service

You are credited with a year of Vesting Service for each Plan Year in which you complete at least 1,000 Hours of Service.

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

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

PLAN INVESTMENTS

WHERE PLAN CONTRIBUTIONS ARE INVESTED

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

404(C) PROTECTION

The Plan is intended to meet the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and Title 29 of the Code of Federal Regulations Section 2550.404c-1. A plan may be considered a Section 404(c) plan if it complies with rules regarding provision of adequate investment options and information on those options. It must also provide participants and beneficiaries with information on any fees that they may be charged by investment managers or the plan. With a Section 404(c) plan, the participants and beneficiaries of the plan bear responsibility for their investment decisions. The people responsible for administering the plan and managing the investments, the “plan’s fiduciaries,” may be relieved of liability for any losses resulting from investment decisions made by participants and beneficiaries.

MAKING INVESTMENT ELECTIONS

Investment Elections

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

Failure to Direct Investments

If you do not make an investment choice, federal rules allow the Employer to choose an investment (known as the “default investment option”) on your behalf. These federal rules are known as the Qualified Default Investment Alternatives (or “QDIA”) rules. Under these QDIA rules, the default investment option must include equity-based investments. Please note that equity-based investments are subject to changes in the market, and may increase or decrease in value based on investment performance.

The Plan’s default investment option is the GoalMaker[®] portfolio (“GoalMaker”). GoalMaker automatically invests your account balance across a range of investments to be consistent with (1) a Moderate risk tolerance, and (2) based on your current age, the number of years you have left until an assumed retirement age of 65. For more information regarding GoalMaker, including information regarding the expense ratio and any fees that reduce the investment return, please contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), or access your Account at the Insurance Company’s internet site – www.prudential.com/hartfordhealthcare.

Change of Investment Elections

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

Transfers Between Funds

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

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

Restrictions on Transfers

The Plan offers a Guaranteed Investment Fund, which is called the Guaranteed Income Fund. The Guaranteed Income Fund (GIF) is a Stable Value fund designed to provide safety of principal, liquidity, and a competitive rate of return. The GIF offers guaranteed protection of principal and accumulated interest from market volatility. The guaranteed interest rate is announced in advance and is guaranteed for a six-month period. The Insurance Company expects that, under most circumstances, unrestricted transfers will be available from the Guaranteed Investment Fund into any competing fixed income fund. Also, these provisions will not affect new contributions to, or transfers from, a competing fixed income fund.

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

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

Prudential Retirement's Internet Site

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

VALUING YOUR ACCOUNT

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

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

LOANS FROM YOUR ACCOUNT

The Plan provides for loans to participants from their vested Accounts. Loans from the Plan are governed by a separate loan policy adopted by the Administrator. A copy of the policy governing Plan loans is attached as an Addendum to this summary.

APPLICATION FOR LOAN

If you are a "party in interest" (generally, any employee of the Employer or a Related Employer or certain individuals who have an ownership interest in the Employer or a Related Employer). You may apply for a loan from your Account by submitting a loan application, to the Insurance Company. For more information regarding the process for submitting an application and the requirements to obtain a loan, please contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), or access your Account at the Insurance Company's internet site -- www.prudential.com/hartfordhealthcare.

FEDERAL TAX RULES GOVERNING PLAN LOANS

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

- **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money. (If you are absent because of military leave, federal law limits the interest rate that can apply to your loan.)
- **Loan amount:** cannot exceed specified limits when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by your Employer or a Related Employer.
- **Loan term:** cannot exceed 5 years, but may be up to 10 years if it is used to purchase your principal residence.
- **Repayment schedule:** must be substantially equal installments made not less frequently than quarterly. Some exceptions are made for unpaid leaves.

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

COLLATERAL FOR LOAN

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

DEFAULT ON LOAN

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

SPECIAL LOAN RULES

- **Repayment:** repayment will be made ACH, loan coupon or direct billing.
- **Minimum loan amount:** \$1,000.
- **Limit on outstanding loans:** A Participant may not have more than 1 outstanding loan at any time. A Participant with an outstanding loan may not apply for another loan until the existing loan is repaid in full and may not refinance an existing loan or obtain a second loan for the purpose of paying off an existing loan. However, the limit on loans does not apply to any loans made prior to January 1, 2016, but any such loan shall be taken into account in determining whether a Participant may apply for a new loan hereunder.
- **Limit on loans made in a 12-month period:** no more than 1 loan may be made to you in the 12-month period described in the loan policy.
- **Prepayment of outstanding balance:** permitted in full or in part without penalty.
- **Wait period to apply for new loan:** you may not apply for a new loan until 7 days after paying off a prior loan.
- **Spousal Consent:** if you formerly participated in the Southington Care Center Pension Plan, you must receive spousal consent for the portion of your Account that is from the Southington Care Center Pension Plan and which is subject to the annuity requirements. The annuity provisions are described in the Addendum to this summary plan description.
- **Principal residence loans:** may not exceed 10 years.

IN-SERVICE WITHDRAWALS

Under certain circumstances, you may make a cash withdrawal from your Account while you are still employed by your Employer.

If you formerly participated in the Southington Care Center Pension Plan, a portion of your Account is subject to the annuity provisions described in an Addendum to this summary. If you elect an in-service withdrawal from the

portion of your Account that is subject to the annuity provisions, you may take your withdrawal in the form of a single life annuity or a qualified joint and survivor annuity, as described in the Addendum. If you are married, you may need your Spouse's consent to your withdrawal.

WITHDRAWALS OF YOUR CONTRIBUTIONS

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

- **After-Tax Contributions:** at any time.
- **Rollover Contributions:** at any time.
- **After-Tax Rollover Contributions:** at any time.
- **Designated Roth Rollover Contributions:** at any time.
- **Pre-Tax 401(k) Contributions** on or after age 59 1/2 or you become Disabled.
- **Roth 401(k) Contributions:** on or after age 59 1/2 or you become Disabled.

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

WITHDRAWALS OF EMPLOYER CONTRIBUTIONS

If you meet the applicable requirements indicated below, you may withdraw all or part of the Value of your Vested Interest in the following Employer Contributions held in your Account:

- **QACA Safe Harbor Matching Contributions** on or after age 59 1/2 or you become Disabled.
- **Prior Matching Contributions:** provided you have reached age 59 1/2 or you become Disabled.
- **Prior Nonelective Contributions:** provided you have reached age 59 1/2 or you become Disabled.

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

WITHDRAWALS WHILE ABSENT ON MILITARY DUTY

If you are absent from employment with your Employer or a Related Employer to perform military service, you may be entitled to withdraw amounts from your Account.

Deemed Severance of Employment Withdrawals

If you are absent from employment for more than 30 days because of service with the uniformed services (as described in United States Code, Title 38, Chapter 43), federal law permits the Plan to treat you as if you had terminated employment, **but solely** to allow you to withdraw amounts from your Account that are not otherwise available for withdrawal. (This summary does not address the effect of military leave on your other employer-provided benefits.) If you are deemed to have terminated employment for this purpose, you may withdraw all or part of the Value of the following contributions:

- Pre-Tax 401(k) Contributions.
- Roth 401(k) Contributions.
- QACA Safe Harbor Matching Contributions.
- Prior Nonelective Contributions.
- Prior Matching Contributions.

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

If you take a withdrawal because of your deemed severance of employment, you will not be permitted to make 401(k) Contributions to the Plan (or any other plan maintained by the Employer or a Related Employer) for 6 months from the date of the withdrawal. This suspension requirement will **not** apply if your withdrawal qualifies as a qualified reservist distribution, as described below.

Qualified Reservist Distributions

If you are a reservist or national guardsman and are called to active duty either (1) for an indefinite period or (2) for a period longer than 179 days, any withdrawal you make because of your deemed severance of employment, as described above, will qualify as a "qualified reservist distribution." You may also elect to make a separate withdrawal of all or a portion of the Value of the following contributions as a "qualified reservist distribution":

- your Pre-Tax 401(k) Contributions.
- your Roth 401(k) Contributions.

A qualified reservist distribution must be made during the period beginning on the date you are ordered or called to active duty and ending on the date your period of active duty ends. Your distribution is not subject to the 10% penalty tax on early distributions described in **DISTRIBUTION OF YOUR ACCOUNT: SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS**. In addition, federal law permits you to repay the amount of a qualified reservist distribution to an IRA within 2 years after you cease active duty. This permits you to build back your retirement funds. Finally, if your withdrawal is a qualified reservist distribution, you will not be subject to the 6 months suspension on making 401(k) Contributions to the Plan that applies to withdrawals because of a deemed severance from employment, as described in **Deemed Severance from Employment Withdrawals** above.

Your qualified reservist distribution will be effective as soon as administratively practicable after your election is received.

HARDSHIP WITHDRAWALS

If you incur an immediate and heavy financial need, you may withdraw all or part of the Value of the following contributions held in your Account:

- Pre-Tax 401(k) Contributions (excluding investment earnings).
- Roth 401(k) Contributions (excluding investment earnings).

You may only make a hardship withdrawal if the Administrator determines that the withdrawal is necessary to meet your financial need. Generally, the amount of your hardship withdrawal cannot exceed the amount of your financial need, except it may include amounts necessary to pay any federal, state, or local income taxes or penalties reasonably expected to result from the withdrawal.

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

Financial Needs For Which Hardship Withdrawals Are Available

The financial needs for which you can get a hardship withdrawal are:

- medical expenses of you, your Spouse, your primary Beneficiary, or your dependents for the diagnosis, cure, mitigation, treatment, or prevention of disease.
- purchase of your principal residence (excluding mortgage payments).
- tuition payments, related educational fees, and room and board expenses for post-secondary education for you, your Spouse, your primary Beneficiary, or your dependents.
- prevention of your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- funeral or burial expenses for your deceased parent, Spouse, child, primary Beneficiary, or dependent.
- expenses for the repair of damages to your principal residence that would qualify for a casualty loss deduction (determined without regard to whether the loss exceeds 10% of your adjusted gross income).

Generally, for purposes of a hardship withdrawal, your dependent is as defined for purposes of receiving an income tax deduction, without regard to the rules (1) prohibiting persons treated as dependents from claiming dependents of their own, (2) precluding persons who file a joint return with their Spouse from being claimed as dependents, and (3) precluding persons who have gross income for

the year equal to or greater than the exemption amount from being claimed as dependents. Your primary Beneficiary is a person you have named as having an unconditional right to all or part of your Account upon your death.

Demonstrating Need for Hardship Withdrawal

The Administrator will approve your hardship withdrawal if all of the following requirements are met:

- the withdrawal amount does not exceed the amount you need to meet your financial need.
- you have obtained all other distributions and all non-taxable loans available to you from any plan maintained by your Employer or any Related Employer that would not be considered counterproductive.
- you suspend your 401(k) Contributions (including both Pre-Tax and Roth 401(k) Contributions) to the Plan (and any other plan maintained by the Employer or any Related Employer) for at least 6 months after receipt of the withdrawal.

Limitations on Hardship Withdrawals

You may not make more than 1 hardship withdrawal from the Plan during the Plan Year.

The administrator is not able to guarantee that a hardship withdrawal will be processed by a specific date. If you need a hardship by a specific date, please begin the application process as early as possible and timely provide any requested documentation.

FORFEITURE OF NON-VESTED AMOUNTS

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

Timing of Forfeiture

- If you have no Vested Interest in your Account, your Account will be forfeited on the date your employment terminates.
- If you have a Vested Interest in your Account and receive distribution of that amount because of your termination, the non-vested portion of your Account will be forfeited on the date distribution is made to you.
- If you have a Vested Interest in your Account, but do not receive distribution of that interest because of your termination, the non-vested portion of your Account will be forfeited on the date you incur 5 consecutive Breaks in Service following your termination of employment.

If you are reemployed by the Employer (or a Related Employer) before the non-vested portion of your Account is forfeited, the forfeiture will not occur.

Recrediting of Forfeited Amounts

If you are reemployed by the Employer (or a Related Employer) after forfeiting the non-vested portion of your Account, the amount you forfeited will be recredited to your Account if you are reemployed before you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you (or the date your employment terminated, if you did not receive a distribution because you had no Vested Interest in your Account). If you received distribution of the vested portion of your Account, you may elect to repay to the Plan the full amount of the distribution that is attributable to Employer Contributions before the earlier of the end of the 5-year period that begins on the date you are reemployed or the date you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you.

DISTRIBUTION OF YOUR ACCOUNT

DISTRIBUTION TO YOU

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

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

Instead of receiving distribution of your full Vested Interest, you may elect to receive a partial distribution of only a portion of your Account following termination and postpone distribution of the remaining balance.

The Plan provides for distribution of your Account while you are still employed if:

- you have become Disabled.

Request for Distribution

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

If you keep your Account in the Plan after your employment terminates, you will continue to have applicable Plan fees and expenses deducted from your Account.

Effect of Reemployment

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

Required Distribution

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

SPECIAL TAX RULES APPLICABLE TO DISTRIBUTIONS

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

If you receive distribution of your Roth 401(k) Contributions or Designated Roth Rollover Contributions fewer than 5 years after you first made Roth 401(k) Contributions to the Plan or if you made a Designated Roth Rollover Contribution, the date you first made Roth contributions to the other plan, whichever is earlier, the earnings on your Roth 401(k) Contributions or Designated Roth Rollover Contributions will be taxable. (The 5-year period is counted from January 1 of the year in which you made the contribution.) In addition, if distribution of your Roth 401(k) Contributions or Designated Roth Rollover Contributions is made to you before you reach age 59 1/2 or become disabled, the earnings on your Roth 401(k) Contributions or Designated Roth Rollover Contributions will be taxable. For this purpose, you are considered disabled if you are unable to engage in **any** substantial gainful activity because of a medically determinable physical or mental impairment that can be expected to result in your death or to be of long-continued and indefinite duration.

DISTRIBUTION TO YOUR BENEFICIARY

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

Unless distribution of your Account is to be made to your Beneficiary by purchase of an annuity contract from an insurance company or in a series of installment payments, federal tax law requires distribution to your non-spouse Beneficiary to be made in full no later than the end of the fifth calendar year beginning after your death

or, if your Beneficiary is your Spouse, the end of the calendar year in which you would have reached age 70 1/2, if later.

If distribution of your Account is to be made to your Beneficiary by purchase of an annuity contract from an insurance company or in a series of installment payments, federal tax law requires distribution to your Beneficiary to begin:

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

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

CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION

If the Value of your Vested Interest in your Account is \$5,000 or less, your Account will be "cashed out" by distributing your Vested Interest in your Account in a single-sum payment or by direct rollover to an IRA or other eligible retirement plan as soon as reasonably practicable following the date your employment terminates. Your Account will be cashed out even if you do not consent to the distribution.

If the Value of your Vested Interest in your Account is more than \$5,000, distribution of your Account may be made without your consent if you fail to receive a distribution prior to April 1 of the calendar year following the year in which you reach age 70 1/2 or retire, whichever is later. If you are married and you formerly participated in the Southington Care Center Pension Plan, your Spouse must also consent to the distribution if you wish to receive a form of payment other than a qualified joint and survivor annuity with your Spouse as the beneficiary (as described in an Addendum to this summary).

AUTOMATIC ROLLOVERS

If the Value of your Vested Interest in your Account is \$5,000 or less, the Administrator will notify you of the cashout rules and give you the opportunity to elect whether to (1) receive payment yourself or (2) have the payment rolled over directly to the IRA or other eligible plan that you select. If you do not make an election within the period prescribed by the Administrator, tax rules require that your Vested Interest in your Account be rolled over directly to an IRA maintained by a provider selected by your Employer (an "automatic rollover IRA").

The automatic rollover rules only apply to you if the Value of your Vested Interest in your Account is more than \$1,000. If the Value of your Vested Interest is \$1,000 or less, and you do not make an election, payment will be made directly to you.

You are the beneficial owner of any automatic rollover IRA established for you. The automatic rollover IRA must initially be invested in products that are designed to preserve principal (the amount of the initial investment) and provide a reasonable rate of return, consistent with retaining liquidity (so that you can change investments readily). Examples of this kind of investment product are money market funds and certificates of deposit. As the IRA owner, you will be able to change your future investments.

All fees and expenses of maintaining the automatic rollover IRA will be paid directly from your IRA. For more information regarding automatic rollover IRAs, contact the Administrator at the telephone number and address shown at the beginning of this booklet.

FORM OF PAYMENT

FORM OF PAYMENT TO YOU

Distribution of your Account is subject to different rules that are described in the attached Addendum if you are formerly participated in the Southington Care Center Pension Plan. You should review the Addendum for additional forms of payment that may be available to you and the requirement to obtain your spouse's consent to receive certain forms of payment.

- **Lump-sum payment:** All or a portion of your account will be distributed to you in a lump sum payment.
- **Installment payments:** Distribution of your Account will be made in a series of installment payments over the period you specify. Under federal law, however, the maximum period over which installment payments may be paid cannot exceed your life expectancy or the joint life expectancies of you and your Beneficiary. Installment payments will be made in reasonably equal amounts, except as necessary to reflect increases or decreases in the Value of your Account. You may accelerate the rate at which installments are paid.
- **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA (including a Roth IRA) or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a 20% mandatory federal income tax withholding applies to the distribution. You may not elect a direct rollover if the total value of any distribution is less than \$200 or with respect to a portion of a distribution eligible for rollover if the value of such portion is less than \$500. All or any portion of a distribution from your Account is eligible for rollover except:
 - any minimum distribution that is required under federal tax law.
 - any distribution that is one of a series of installment payments made over your life, the life of you and your Beneficiary, or for a specified period of 10 or more years.
 - any hardship withdrawal.

FORM OF PAYMENT TO YOUR BENEFICIARY

Distribution to your Beneficiary is subject to different rules that are described in the attached Addendum if you formerly participated in the Southington Care Center Pension Plan. You should review the Addendum for additional forms of payment that may be available to your Beneficiary.

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

If your Beneficiary receives distribution in a single-sum payment, your Beneficiary may also elect a direct rollover, as described above. If your Beneficiary is your Spouse or a former Spouse, he or she may roll over the distribution to an IRA (including a Roth IRA) or to any other eligible plan. Your non-Spouse Beneficiary may only roll over the distribution to an IRA (including a Roth IRA) that is treated as an inherited IRA for required minimum distribution purposes.

YOUR BENEFICIARY UNDER THE PLAN

Beneficiary if You Have No Spouse

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

Beneficiary if You Have a Spouse

Special rules apply to your designation of a Beneficiary if you have a Spouse and you formerly participated in the Southington Care Center Pension Plan. These rules are described in the attached Addendum.

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

Effect of Marriage on Prior Beneficiary Designation

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

Beneficiary Where There is No Designated Beneficiary

If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse, your estate.

SPOUSAL CONSENT

If you make an election that requires your Spouse's consent, your Spouse's consent must acknowledge the effect of providing the consent and must be witnessed by a Plan representative or a notary public. Your Spouse's written consent will not be required if you make a good faith attempt to find your Spouse and your Spouse cannot be located, you have a court order stating that you are legally separated from your Spouse, or you have a court order stating that your Spouse has abandoned you.

ERISA CLAIMS PROCEDURES

The procedures in this section of the booklet apply if you file (or your Beneficiary files) a claim for benefits with the Administrator.

INITIAL RESPONSE TO CLAIM

Unless additional time is required, the Administrator (or other fiduciary responsible for reviewing claims) will notify you in writing regarding your claim within 90 days of the date your claim was received. If special circumstances require an extension of the 90-day review period, you will be notified. In no event will the initial period for reviewing your claim exceed 180 days.

CLAIM DENIAL

If your claim is denied, the Administrator's notice will include all of the following:

- the specific reason(s) for the denial;
- identification of the Plan provisions that support the denial;
- any additional information needed to complete your application and an explanation of why it is needed; and
- information on how to have your claim reviewed.

REVIEW OF ADMINISTRATOR'S DECISION

If you disagree with a decision made by the Administrator regarding a claim under the Plan, you have the right to ask the Administrator for a review of its decision. You should contact the Administrator at its business address or at its business phone number within 60 days of the date on which you receive notice of denial of the claim. A request for review must contain all of the following information:

- the date you received notice of denial of your claim and the date your request for review is filed;
- the specific part of the claim you want reviewed;
- a statement describing why you think the decision should be reversed; and
- any written material that you think is pertinent to your claim and that you want the Administrator to examine.

Unless additional time is required, the Administrator (or other fiduciary responsible for reviewing claims) will review the denial of your claim and notify you in writing of its final decision, within 60 days of the filing of your request. If additional review time is needed, you will be notified. In no event will the review period exceed 120 days.

If your claim is denied on review, the notice will include all of the following:

- the specific reason(s) for the denial;
- identification of the Plan provisions that support the denial;
- a statement that you are entitled to receive reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;
- information on any voluntary appeal procedures; and
- a statement of your right to bring a civil action under ERISA.

BRINGING A CIVIL ACTION UNDER ERISA

If your claim is denied and you want to bring a civil claim under ERISA, you must file your claim within 6 months of the date you receive a final adverse determination of your claim on review. If you do not pursue or exhaust the claims review procedures under the Plan, the 6-month period runs from the date you would allegedly have become entitled to the benefit you are claiming.

You cannot bring a civil claim under ERISA unless you have first exhausted your remedies under the Plan. This means that before filing you must have (1) submitted a timely claim for benefits under the Plan, (2) received notice that your claim was denied, (c) filed a written request for review of your claim, as described in **REVIEW OF ADMINISTRATOR'S DECISION** above, and (d) received an adverse benefit determination on review.

AMENDMENT AND TERMINATION OF THE PLAN

It is the Sponsor's intent that the Plan will continue indefinitely. However, the Sponsor reserves the right to amend, modify, suspend or terminate the plan, in whole or in part, by action of the Sponsor's board of directors or its delegates. Plan amendment, modification, suspension or termination may be made for any reason, and at any time, and may, in certain circumstances, result in the reduction or elimination of benefits or other features of the plan to the extent permitted by law. Regardless of any changes made to the plan, you will always be entitled to the current value of your vested account, to the extent required by law.

If the plan is completely or partially terminated, affected participants will become fully vested in the benefits they have accrued to that point. In the event of a complete plan termination, benefits will be distributed as soon as practicable in accordance with the plan provisions and as permitted by law.

MISCELLANEOUS INFORMATION

PLAN BOOKLET DOES NOT CREATE EMPLOYMENT CONTRACT

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

NO GUARANTEES REGARDING INVESTMENT PERFORMANCE

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

IF CIRCUMSTANCES REQUIRE DELAY OF A WITHDRAWAL

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

TRANSFERS FROM GUARANTEED INCOME FUND MAY BE LIMITED

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

PAYMENT OF ADMINISTRATIVE EXPENSES

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

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

- Any expenses incurred in connection with your request for a hardship withdrawal.

- Any expenses incurred in connection with your request for a non-hardship withdrawal.
- Any expenses incurred in processing your loan request.
- Any expenses incurred in determining whether a domestic relations order received for you meets certain requirements.
- Any expenses incurred in connection with distributing your Account.
- Any expenses incurred in calculating the benefit amounts payable to you under different forms of payment.
- Any expenses incurred in processing your request for payment in the form of installments.

QUALIFIED DOMESTIC RELATIONS ORDERS

Generally, federal law prohibits payment of your Account to someone other than you, unless you have died. An exception to this rule is made for qualified domestic relations orders. A qualified domestic relations order may require that a portion of your Account be paid to someone other than you or your Beneficiary.

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

MILITARY LEAVE

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

If you die while absent from employment with the Employer or a Related Employer because of "qualified" military service (as described in the Uniformed Services Employment and Reemployment Rights Act of 1994), you will be treated for purposes of the Plan as if you died while employed by the Employer (or Related Employer). In addition, your Employer will make Employer Contributions to your Account as if you had returned to employment on your date of death. For purposes of determining the amount of any Matching Contributions to be made on your behalf, you will be deemed to have made 401(k) Contributions during your absence equal to your average actual 401(k) Contributions for (a) the 12-consecutive-month period immediately before your qualified military service began or (b), if you worked fewer than 12 months before your military service began, your actual period of service with the Employer before your military service.

If you become disabled while absent from employment with the Employer or a Related Employer because of "qualified" military service and cannot return to active employment, your Employer will make Employer Contributions to your Account as if you had returned to employment on the date you became disabled. In addition, during the period specified by the Administrator, you will be permitted to make 401(k) Contributions for your period of military leave up to the maximum amount you would have been permitted to contribute if you had actually returned to employment immediately before your disability date. The amount of any Matching Contributions to be made on your behalf for your military leave will be determined assuming you made 401(k) Contributions during your absence equal to your average actual 401(k) Contributions for (a) the 12-consecutive-month period of service with your Employer immediately preceding the beginning of your qualified military service or (b), if you have fewer than 12 months of service with your Employer before such military service, your actual length of continuous service with the Employer before such military service.

RETURN OF CONTRIBUTIONS TO YOUR EMPLOYER

If your Employer makes a contribution to your Account by mistake or if your Employer cannot deduct a contribution made to the Plan on its tax return, that contribution will be returned to your Employer in accordance with federal law.

TOP-HEAVY PROVISIONS

Federal law requires that the Plan contain certain provisions that become effective only if the Plan becomes top-heavy. The Plan will become "top-heavy" if the aggregate Value of Accounts for certain officers and owners is 60% or more of the Value of all assets held under the Plan. If the Plan becomes top-heavy, specific minimum

vesting and minimum benefits provisions become effective. If the Plan becomes top-heavy, the Administrator will notify you and give you additional details regarding these provisions.

LIMITATIONS ON CONTRIBUTIONS

As described above in **YOUR CONTRIBUTIONS: 401(k) CONTRIBUTIONS**, federal law limits the dollar amount of 401(k) Contributions that you can make each calendar year. For 2016, the maximum contribution amount is \$18,000.

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

If you will be age 50 or older by the end of the year, you may make Catch-Up 401(k) Contributions that exceed any of the above limits. The total amount of your Catch-Up 401(k) Contributions cannot exceed the Catch-Up Limit for the year. For 2016, the Catch-Up Limit is \$6,000. The IRS may adjust this limit for future years. For more information, including how to make Catch-Up 401(k) Contributions, see **YOUR CONTRIBUTIONS: CATCH-UP CONTRIBUTIONS**.

PENSION BENEFIT GUARANTY CORPORATION

Benefits provided under this plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA because the insurance provisions are not applicable to this type of plan.

YOUR RIGHTS UNDER THE PLAN

The Plan is covered by ERISA, which was designed to protect employees' rights under benefit plans. As a participant in the Plan, you should know as much as possible about your Plan benefits.

RIGHT TO INFORMATION

You are entitled to:

- Examine, without charge, at the Administrator's office during normal business hours and at other specified locations, such as worksites and union halls, copies of 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 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.
- Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary at no charge.
- Receive a quarterly statement of your benefits under the Plan, and, if you are not fully vested, the earliest date on which you will have a nonforfeitable right to such benefits. The statement must include a description of any limitations or restrictions on your ability to direct investment of your Account.
- Obtain information as to whether a particular employer has adopted the Plan and, if so, the employer's address, upon written request addressed to the Administrator.
- Receive a written explanation with respect to any denied benefit claim regarding the reasons for such denial and the steps that must be taken in order to have such denial reviewed.

PRUDENT ACTIONS BY FIDUCIARIES

In addition to creating rights for employees participating in the Plan, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people are called "fiduciaries" and have a duty to act prudently and in the best 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.

ENFORCING YOUR RIGHTS

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

Under ERISA, there are steps you can take to enforce your rights under the Plan. For example, if you request a copy of Plan documents or the latest annual report for the Plan and you do not receive them within 30 days, you have the right to file suit in federal court. In such a case, a court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not provided for reasons outside the Administrator's control. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, you cannot bring an action at law or in equity unless you have exercised your appeal rights (see **ERISA CLAIMS PROCEDURES** above) and your benefits requested in the appeal have been denied in whole or in part. 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 you believe a Plan fiduciary has misused Plan funds, 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.

After deciding your case, 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 the court finds your claim to be frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions, you should contact the Administrator at the address indicated in **PLAN IDENTIFICATION INFORMATION** at the front of this booklet. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you may 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.

GOVERNING LAW

The Plan shall be construed in accordance with the applicable provisions of ERISA and the Internal Revenue Code and, to the extent not preempted by federal law, in accordance with the laws of the State of Connecticut. Any litigation commenced or arising in connection with the Plan shall be commenced and venued exclusively in the United States District Court for the District of Connecticut.

ADDITIONAL CONTACT & PLAN INFORMATION

ADMINISTRATOR

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

Director of Retirement Programs
Hartford HealthCare Corporation
System Support Office
Curtis Building
181 Patricia M. Genova Drive
Newington, CT 06111
(860) 696-3500

SPONSOR

Hartford HealthCare Corporation
System Support Office
Curtis Building
181 Patricia M. Genova Drive
Newington, CT 06111

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER

22-2672834

PLAN NUMBER

001

OTHER ADOPTING EMPLOYERS

- Clinical Laboratory Partners
- Rushford Center Inc.
- Mulberry Garden of Southington
- Southington Care Center
- The Orchards at Southington
- Hartford HealthCare at Home
- VNA Healthcare, Inc.
- VNA Health Resources, Inc.

Other employers may adopt the Plan with the Sponsor's consent. For a list of the Employers that have adopted the Plan, contact the Administrator at the address shown above. You may also see the list at the Sponsor's principal office during regular business hours. (Notice may be required to guarantee the list is available.)

FUNDING MEDIUM

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

TRUSTEE

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

AGENT FOR SERVICE OF LEGAL PROCESS

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

GLOSSARY

Account	The account established to track the contributions made to the Plan on your behalf and the investment earnings and losses on those contributions.
Administrator	The fiduciary responsible for the administration of the Plan.
After-Tax Contribution	Any contribution you elected to make to your Account on an after-tax basis. Although your After-Tax Contributions are taxed before contributed, any earnings on them accumulate tax-free until they are distributed to you under the terms of the Plan.
After-Tax Rollover Contributions	A Rollover Contribution that consists of contributions you made to another plan or annuity contract as after-tax employee contributions (as distinct from elective 401(k) or 403(b) contributions) and earnings on those contributions.
Beneficiary	The person (or persons) entitled to receive distribution of your Account if you die before your Account has been fully distributed to you.
Break in Service	A Vesting Service crediting period in which you complete no more than 500 Hours of Service.
Catch-Up 401(k) Contribution	Any 401(k) Contribution that you make to the Plan for any year (beginning with the year you reach age 50) that exceeds an applicable limit by no more than the Catch-Up Limit in effect for the year.
Catch-Up Limit	The maximum amount by which your Catch-Up 401(k) Contributions for a particular year may exceed the limitations applicable to 401(k) Contributions for the year. The Catch-Up Limit for 2016 is \$6,000. The IRS may adjust this limit for future years.
Compensation	<p>The compensation from your Employer that is taken into account in determining the amount of contributions that you or your Employer can make to your Account.</p> <p>Your Compensation for any period means the wages as defined in Code Section 3401(a), paid to you for such period for services as a Covered Employee that would be used for purposes of income tax withholding at the source, determined without regard to any rules that limit compensation included in wages based on the nature or location of the employment or services performed.</p> <p>Compensation includes the following:</p> <ul style="list-style-type: none">• 401(k) Contributions you make to the Plan, transportation fringe benefits you receive from your Employer that are excluded from your taxable gross income, amounts that you contribute on a pre-tax basis to a cafeteria plan or transportation fringe benefit (including if the Employer contributes on your behalf unless you elect to receive cash instead), and amounts you contribute as salary reduction contributions to a 457(b) account, or other plan.• pay you receive after your termination of employment for your services before termination, including your regular pay and, if otherwise included in Compensation, overtime, bonuses, shift differential pay, etc., provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.

- Pay you receive after termination of employment for unused, accrued sick, vacation or other leave, provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.
- deferred compensation you receive from a non-qualified plan after termination of employment, provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs **and** you would have received the payment even if your employment had continued.

Notwithstanding the foregoing, Compensation does not include the following:

- differential pay you receive from the Employer for periods you are absent because of military service.
- any restoration payment received by a Highly Compensated Employee, regardless of whether contributed to a 457(b) Plan.
- Any long-term-at-risk award received by a Highly Compensated Employee.
- Any reimbursements or other expense allowances (including car and housing allowances), fringe benefits (cash and non-cash), moving expenses, deferred compensation (except as provided below), and welfare benefits.

Legal rules limit the Compensation that may be included under the Plan each year. For 2016, the maximum amount is \$265,000. (The IRS may adjust this limit for future years.)

Covered Employee

Employees who are covered by the Plan and may become eligible to make and receive contributions under the Plan. For a description of the employees covered by the Plan, see **ELIGIBILITY TO PARTICIPATE: COVERED EMPLOYEES**.

Designated Roth Rollover Contributions

A Rollover Contribution that consists of designated Roth contributions you made to another plan or annuity contract and/or earnings on those contributions.

Disabled

You have a mental or physical condition that is likely to result in death or is expected to be of long-continued or indefinite duration and that prevents you from continuing in employment with your Employer. You are Disabled only if:

- you are eligible for Social Security disability payments.

Employer

An organization that participates in the Plan. The term "Employer" includes the Sponsor and any Related Employer that participates in the Plan with the Sponsor's consent. The Administrator can provide you with a list of the adopting Employers. The companies that participate in the Plan are referred to collectively in this booklet as "the Employer."

If you are simultaneously employed by either more than 1 Employer or by both an Employer and a Related Employer, the entity that is your Employer will be determined based on whichever entity is your "primary employer." Please contact the HHC&Me Employee Service Center at (860) 696-3500 if you have any questions regarding your primary employer.

Employer Contribution

Any contribution that your Employer makes to your Account.

ERISA

The Employee Retirement Income Security Act of 1974.

401(k)

Contribution

Any contributions you make to the Plan as provided in your salary reduction election or under the automatic contribution provisions described in this booklet.

Highly

Compensated

Employee

An employee who is treated as highly compensated for purposes of the federal tax law governing retirement plans. Generally, you may be a Highly Compensated Employee if you are a 5% owner in the current or preceding year or you were paid more than the applicable limit set by the federal government during the preceding year. For 2015 (the look back year used to determine who is a Highly Compensated Employee for 2016), this limit is \$120,000. If you are concerned that you may be a Highly Compensated Employee, you should consult the Administrator.

Hour of Service

Each hour that is used for determining your Vesting Service.

An Hour of Service is each hour for which you are paid or entitled to be paid by the Employer, a Predecessor Employer, or a Related Employer and includes your time at work, vacations, holidays, paid sick days, jury duty, military duty, approved leaves of absence, and certain maternity and paternity leaves of absence. In addition, you are credited with Hours of Service for your service with a prior employer if that service would have been credited under a Legacy Plan. However, no more than 501 Hours of Service will be used to determine your service for any period for which you are not actually working, unless you are absent because of military duty and you return to employment while your reemployment rights are protected under federal law.

Notwithstanding any other provision of the Plan to the contrary, if your Employer does not maintain records that accurately reflect your actual hours of your service or for ease of administration, hours may be credited using equivalencies prescribed by the Department of Labor that credit a specified number of hours for a day, week, month, etc.

**Insurance
Company**

Prudential Retirement Insurance and Annuity Company.

**Investment
Fiduciary**

The fiduciary responsible for determining the investment options available under the Plan.

Legacy Plan	A "Legacy Plan" means the following 401(k) and 403(b) plans: 403(b) Thrift Plan of VNA Health Care, Inc.; Central Connecticut Health Alliance & Affiliates 403(b) Plan; Central Connecticut Health Alliance & Affiliates 401(k) Plan (effective January 1, 2016, amended and restated as the Hartford HealthCare 401(k) Retirement Savings Plan); CONNCare, Inc. 401(k) Plan; Clinical Laboratory Partners, LLC 401(k) Savings and Retirement Plan; Hartford Hospital 403(b)/TSA Plan; Hartford Hospital Retirement Savings Plan (effective January 1, 2016, amended and restated as the Plan); MidState Medical Center 403(b) Retirement Account Plan; Natchaug Hospital, Inc. Retirement Plan; Rushford Center, Inc. Pension Plan; The William W. Backus Hospital 403(b) Plan; Windham Community Memorial Hospital 403(b) Plan; Windham Hospital Defined Contribution Plan; and the Windham Community Memorial Hospital 401(k) Plan.
Matching Contribution	Any Employer Contribution your Employer makes to your Account because of your 401(k) Contributions to the Plan, as described in detail in EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS .
Normal Retirement Date	The date you are entitled to retire with full benefits. Your Normal Retirement Date is the date you reach age 65.
Plan	The Hartford HealthCare 401(k) Retirement Savings Plan.
Plan Year	The period on which the Plan's records are kept. The Plan Year is the 12-month period beginning each January 1st.
Pre-Tax 401(k) Contribution	Any 401(k) Contribution made to the Plan on a before-tax basis.
Predecessor Employer	Any organization that is a predecessor to the Employer, under federal tax rules, provided the Employer maintains a Plan of that organization.
Prior Matching Contribution	Any contribution your employer made on your behalf because of your contributions either (1) to the Plan under provisions that are no longer in effect or (2) to another plan and then transferred directly to the Plan.
Prior Nonelective Contribution	Any contribution your employer made on your behalf, without regard to your own contributions, either (1) to the Plan under provisions that are no longer in effect or (2) to another plan and then transferred directly to the Plan.
Prudential Retirement's Internet Site	The Internet service where, among other services, participants have access to view a 90-day account history, transfer between investment funds, change contribution percentages, check investment performances and project their investments. You can access Prudential Retirement's Internet site at www.prudential.com/hartfordhealthcare .
QACA Safe Harbor Matching Contribution	Any Matching Contribution made in combination with the Employer's automatic 401(k) Contribution arrangement that allows the Plan to automatically satisfy certain compliance requirements, as described in detail in EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS .

<i>Related Employer</i>	Any employer or business that is considered to be related to an Employer under federal tax law.
<i>Rollover Contribution</i>	Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.
<i>Roth 401(k) Contribution</i>	Any 401(k) Contribution you made to the Plan that is taxable under federal law for the year in which contributed, but is not taxable upon distribution from the Plan. If certain conditions are met, earnings on Roth 401(k) Contributions are also not taxable upon distribution from the Plan.
<i>Sponsor</i>	The organization that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is Hartford HealthCare Corporation.
<i>Spouse</i>	The person to whom you are legally married in accordance with the laws of the State, Commonwealth, or foreign country in which the marriage was celebrated.
<i>Trustee</i>	The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Sponsor.
<i>Value</i>	The monetary worth of the contributions and investment earnings and losses on such contributions in your Account.
<i>Vested Interest</i>	The percentage of the Value of your Account that you are entitled to receive upon distribution.
<i>Vesting Service</i>	The service credited to you that is used for determining your Vested Interest in the Value of the following contributions: <ul style="list-style-type: none"> • Prior Nonelective Contributions. • Prior Matching Contributions. • QACA Safe Harbor Matching Contributions.

ADDENDUM RE: FORM OF PAYMENT FOR FORMER SOUTHINGTON CARE CENTER PENSION PLAN PARTICIPANTS

FORM OF PAYMENT TO YOU

In addition to the other forms of payment available to you (as described in **FORM OF PAYMENT: FORM OF PAYMENT TO YOU**), you may receive distributions in the form of an annuity as described below if you formerly participated in the Southington Care Center Pension Plan. The provisions of this Addendum apply only to the portion of your Account attributable to money purchase plan contributions transferred to the Plan from the Southington Care Center Pension Plan. Any reference to your Account in this Addendum means the portion of your Account attributable to money purchase plan contributions transferred to the Plan from the Southington Care Center Pension Plan.

- **Annuity contract:** Distribution of your Account will be made to you through the purchase of an annuity contract from an insurance company. You may elect any form of annuity available from an insurance company. Under federal law, the maximum period over which an annuity may be paid cannot exceed your life or the joint lives of you and your Beneficiary.
- **Normal form of annuity:** Unless you elect another form of payment, distribution will be made to you in the normal annuity form. If you have a Spouse, your Spouse must consent to your election of a form of payment other than the normal annuity form.
 - The normal form of annuity if you do **not** have a Spouse is a **single life annuity** (payments are made to you for life and end at your death).
 - The normal form of annuity if you **do** have a Spouse is a **50% qualified joint and survivor annuity** (payments are made for your life and, if your Spouse to whom you were married when payments started survives you, payments equal to 50% of what you were receiving continue to your Spouse for life).

FORM OF PAYMENT TO YOUR BENEFICIARY

If you formerly participated in the Southington Care Center Pension Plan Distribution to your Beneficiary is subject to the qualified preretirement survivor annuity requirements described below if you are one of the following:

- **Qualified preretirement survivor annuity:** If you have a Spouse and you die before any distribution of your Account is made, distribution of your Account will be made to your Spouse through the purchase of a qualified preretirement survivor annuity from an insurance company. A "qualified preretirement survivor annuity" is an annuity payable for the life of your Spouse. Your Spouse may elect instead to have distribution made in one of the other forms of payment available to Beneficiaries under the Plan.

You may designate a person other than your Spouse to receive distribution of your Account if your Spouse consents in writing to the designation. If your designation is made before the first day of the Plan Year in which you either reach age 35 or your employment terminates with your Employer and all Related Companies, whichever is earlier, your designation will become ineffective on the first day of the Plan Year in which you reach age 35 and you will have to make a new designation or your Account will once more be payable to your Spouse as a qualified preretirement survivor annuity. To obtain a copy of the forms for designating a beneficiary for the qualified preretirement survivor annuity, please call 1-877-PRU-2100 (1-877-778-2100) or access your Account at the Insurance Company's internet site – www.prudential.com/hartfordhealthcare.

YOUR BENEFICIARY UNDER THE PLAN

Your designation of a Beneficiary is subject to the special rules below if you are married and you previously participated in the Southington Care Center Pension Plan.

Beneficiary if You Have a Spouse

If you have a Spouse, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary with respect to the portion of your Account that is payable as a qualified preretirement survivor annuity in accordance with the rules described in **FORM OF PAYMENT: FORM OF PAYMENT TO YOUR BENEFICIARY** above. To designate a non-Spouse Beneficiary or change a prior designation, you must contact the Administrator.

ADDENDUM RE: PARTICIPANT LOAN POLICY

The Hartford HealthCare 401(k) Retirement Savings Plan permits loans to be made to Participants. However, before any loan is made, the Plan requires that a written loan program be established which sets forth the rules and guidelines for making Participant loans. This document shall serve as the required written loan program. In addition, the Plan Administrator may use this document to serve as, or supplement, any required notice of the loan program to Participants. All references to Participants in this loan program shall only include Participants with respect to the Plan. Furthermore, it shall only include those individuals to the extent they are "parties in interest" as defined by ERISA Section 3(14).

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

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

A Participant may apply for a loan by submitting a loan application ("Application"), in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The date and time of receipt will be appropriately recorded.

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

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

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

- The minimum loan available from the Plan is \$1,000.
- A Participant may only have 1 loan outstanding from the Plan. A Participant with an outstanding loan may not apply for another loan until the existing loan is repaid in full and may not refinance an existing loan or obtain a second loan for the purpose of paying off an existing loan. Note that a loan in default, including a loan that is deemed distributed, is treated as an outstanding loan for purposes of determining the number of loans outstanding to a Participant until it is repaid or actually offset against the Participant's Account balance.
- Regardless of the number of loans outstanding to a Participant, no more than one loan shall be made to a Participant during a calendar year or such other consistent 12-month period designated by the Plan Administrator.
- All loans made pursuant to this program will be considered a directed investment of the Participant's Account under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the Account of such Participant. The Plan also will charge the Participant's Account with expenses directly related to the origination, maintenance and collection of the note.
- The limit on the number of loans does not apply to any loans made prior to January 1, 2016, but any such loan shall be taken into account in determining whether a Participant may apply for a new loan hereunder.

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

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

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

The Plan Administrator will require that the Participant repay the loan by agreeing to ACH or coupon or direct billing.

The Plan Administrator will fix the term for repayment of any loan. Generally, the term of repayment may not be greater than 5 years. However, if the loan qualifies as a Primary Residence loan, the term may be longer than 5 years. The term of repayment of a "Primary Residence loan" may not be greater than 10 years.

- Note that the amount of any loan (other than a "Primary Residence loan") not repaid within 5 years may be treated as a taxable distribution on the last day of the 5 year period, including any available cure period or if sooner, at the time the loan is in default.

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

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

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

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

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

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

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

9. **PAYMENTS AFTER LEAVE OF ABSENCE.** When payments resume following a payment suspension in connection with a leave of absence authorized in 7 or 8 above, the Participant shall increase the amount of

the required installments to an amount sufficient to amortize the remaining balance of the loan, over the remaining term of the loan. Further, if the Participant's loan term was not the maximum permissible, then he may extend the maturity date of the loan and re-amortize the payments over the remaining time of the new term. If the leave of absence was due to a Qualified Military Leave of Absence described in item 7 above, the revised term of the loan shall not exceed the maximum term permitted in item 4 above, augmented by the time the Participant was actually in United States Military Service.

10. **DEFAULT.** The Plan Administrator will treat a loan in default if any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment. After termination of employment, whether the Participant chooses to continue to repay the loan or chooses not to repay the loan, the remaining loan balance will be offset against the Participant's Account upon the earlier of (1) a total distribution of the Account to the Participant, or (2) expiration of the grace period.

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

If a Participant is currently in default on a Plan loan, no further loans shall be made to him from the Plan.

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

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

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