January 1, 2017
SUMMARY PLAN DESCRIPTION
FOR
BROOKHAVEN MEMORIAL HOSPITAL RETIREMENT SAVINGS PLAN

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, 2017. It updates and replaces any prior descriptions of the Plan. Some Plan provisions may be different for employees whose employment terminated before January 1, 2017.

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 persons or entity handling the day-to-day operations of the Plan are:

Maha Singh, Director of Human Resources
Brookhaven Memorial Hospital Medical Center
101 Hospital Road
Patchogue, New York  11772
(631) 654-7724

Christi Boyd, Benefits Manager
Brookhaven Memorial Hospital Medical Center
101 Hospital Road
Patchogue, New York  11772
(631) 687-2910

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

The Brookhaven Memorial Hospital 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. 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 and LIMITATIONS ON 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.

- If you contribute to the Plan, your Employer will add a Matching Contribution. For information on the amount of your Employer’s Matching Contribution and the terms and conditions for receiving Matching Contributions, see EMPLOYER CONTRIBUTIONS: MATCHING CONTRIBUTIONS.

- Your Employer may also make Nonelective Contributions to the Plan for you. For information on the amount of your Employer’s Nonelective Contribution and the terms and conditions for receiving Nonelective Contributions, see EMPLOYER CONTRIBUTIONS: NONELECTIVE CONTRIBUTIONS.

- Dollars you save as 401(k) Contributions and dollars your Employer contributes on your behalf are not currently included as part of your federal taxable income. Taxes are also deferred on investment earnings on all contributions held in your Account. Therefore, you pay no federal income taxes on your Plan savings until they are distributed to you.

YOUR PLAN ACCOUNT

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

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

The Plan is also a "401(k) plan". Under a 401(k) plan, you may elect to make contributions to the plan from your pay. Your contributions (called "401(k) Contributions" in this summary) are made on a pre-tax basis. This means you do not pay any taxes on them, or on any earnings that may accumulate on them under the plan, until they are distributed to you.

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. For the accounts over which you control investments, fiduciaries who would otherwise be responsible for assuring that your account is invested appropriately are relieved of responsibility for your investment choices. For more information, see PLAN INVESTMENTS: 404(c) PROTECTION.

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

   Brookhaven Memorial Hospital Medical Center
   101 Hospital Road
   Patchogue, NY  11772
   (631) 654-7165

SPONSOR

   Brookhaven Memorial Hospital Medical Center
   101 Hospital Road
   Patchogue, NY  11772

SPONSOR'S EMPLOYER IDENTIFICATION NUMBER

   11-1704595

PLAN NUMBER

   002
**OTHER ADOPTING EMPLOYERS**

Brookhaven Surgical Services P.C. (formerly known as Joint Replacement Institute P.C.)
Long Island Orthopedic & Spine Specialists, P.C., DBA My Health Long Island
Brookhaven Surgical Services, P.C., DBA My Health Long Island
Brookhaven Physician Services, P.C., DBA My Health Long Island

**FUNDING MEDIUM**

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

**TRUSTEE**

Prudential Bank & Trust, FSB
280 Trumbull Street, 07E
Hartford, CT 06103

**AGENT FOR SERVICE OF LEGAL PROCESS**

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

**ELIGIBILITY TO PARTICIPATE**

If you were eligible to make contributions to the Plan and/or receive Employer Contributions before January 1, 2017, you will continue to be eligible after January 1, 2017, provided you are still a Covered Employee, as described below. If you were **not** already eligible to make contributions to the Plan and/or receive Employer Contributions before January 1, 2017, you will become eligible after satisfying the eligibility requirements described below.

**ELIGIBILITY REQUIREMENTS**

To participate in the Plan with respect to any type of contribution, you must satisfy the applicable eligibility requirements. The eligibility requirements for each contribution type are:

- **401(k) Contributions and Rollover Contributions.** For eligibility to make 401(k) Contributions and Rollover Contributions, you must:
  - be a Covered Employee, as described in **COVERED EMPLOYEES** below.
  - reach age 18.

- **Nonelective Contributions and Matching Contributions.** For eligibility to receive Nonelective Contributions and Matching Contributions, you must:
  - be a Covered Employee, as described in **COVERED EMPLOYEES** below.
  - complete 1 year of Eligibility Service.
  - reach age 21.

**COVERED EMPLOYEES**

You are a Covered Employee if:

- you are a common law employee of the Employer or you are a Leased Employee working for the Employer.

**OR**

- you are self-employed (e.g., a partner) and receive income for personal services performed for the Employer (but are not an independent contractor with respect to the 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, you will not be eligible to participate in the Plan.
contractor and you are later adjudicated to be or otherwise classified as 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 union employee, unless you are covered by a collective bargaining agreement that provides for your coverage under the Plan.
- you are not an intern or resident.
- you are not a contract employee.
- you are not a stipend employee or a fee for service employee.
- you are not a medical doctor who has entered into an employment agreement (on or preceding your first day of Eligibility Service) that provides you are not eligible to participate in the Plan.

**DATE OF PARTICIPATION**

You may make contributions to the Plan and receive Employer Contributions (provided you satisfy any allocation requirements) beginning on the applicable entry date (described below) immediately following the date you meet the applicable eligibility requirements described above. The applicable entry dates are: the first day of the month for your contributions to the Plan and each January 1 and July 1 for Nonelective Contributions your Employer makes to the Plan and Matching Contributions your Employer makes to the Plan.

**TRANSFERS OF EMPLOYMENT**

If you are transferred from other employment with the Employer or a Related Company 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 if you were eligible to participate at the time you terminated employment. Otherwise, you will be eligible to participate when you have met the requirements above.

**ELIGIBILITY SERVICE**

**Crediting Eligibility Service**

You are credited with a year of Eligibility Service if you complete at least 1,000 Hours of Service by the anniversary of your hire date. You are also credited with a year of Eligibility Service for each Plan Year beginning after your hire date in which you complete at least 1,000 Hours of Service. You are not credited with a year of Eligibility Service until the end of the 12-month computation period in which you satisfy the hours requirement.

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

In determining your years of service for purposes of eligibility with respect to Nonelective and Matching Contributions, you will be credited with all service recognized under the Brookhaven Memorial Hospital Retirement Income Plan as of June 30, 2002, provided that you were employed by the hospital on December 31, 2002.

In addition, if you were eligible to participate in the Plan on December 31, 2005 and were represented by Local 202 (formerly Local 111) of the International Brotherhood of Teamsters, for purposes of determining your Eligibility Service you will be credited with service that would have been recognized under the Retirement Income Plan had employees represented by Local 202 (formerly Local 111) not been excluded from participating in the Retirement Income Plan before January 1, 2001.
Excluded Eligibility Service
The following Eligibility Service that would otherwise be credited to you under the above rules is excluded in determining your eligibility to participate in the Plan:

- If your employment terminates before you become eligible and you are later rehired, Eligibility Service completed before your termination is excluded **unless** you are rehired before incurring 5 consecutive Breaks in Service.

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 do not pay federal income taxes (or, in many states, state income taxes) on Compensation you contribute to the Plan as 401(k) Contributions for the year in which you make the contribution. Those amounts are not taxed until they are distributed from the Plan.

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 may elect instead to make 401(k) Contributions in a different amount or not at all. To make such an election, you must notify the Administrator as described in **How to Make an Election** below.

**Please note:** Affirmative elections out of the automatic contribution arrangement expire under certain circumstances. If you terminate employment and are rehired, your affirmative election 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 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 401(k) Contributions each year as described below. If you opted out of the automatic contribution arrangement described in **Automatic Contribution Arrangement – Automatic Enrollment** above when you first became eligible for automatic contributions, you must make a separate election out of automatic escalation.

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 401(k) Contributions made for you will be increased as follows:

- For the second "default period", your automatic 401(k) will be increased to 4% of your Compensation.
- For the third "default period", your automatic 401(k) Contribution will be increased to 5% of your Compensation.
- For the fourth "default period", your automatic 401(k) Contribution will be increased to 6% of your Compensation.
- For the fifth "default period", your automatic 401(k) Contribution will be increased to 7% of your Compensation.
- For the sixth "default period", your automatic 401(k) Contribution will be increased to 8% of your Compensation.
For the seventh "default period", your automatic 401(k) Contribution will be increased to 9% of your Compensation.

For all subsequent "default periods", your automatic 401(k) Contribution will be 10% of your Compensation.

Your initial "default period" begins on the date the first automatic 401(k) Contribution is made to the Plan on your behalf as provided in Automatic Contribution Arrangement – Automatic Enrollment above, and ends on March 31 of the following calendar year. Your automatic 401(k) Contributions will be increased on each April 1. Subsequent "default periods" are based on 12-consecutive-month periods beginning on each April 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 401(k) Contributions will be increased each April 1 an additional 1% of Compensation until you are contributing 10% of your Compensation as 401(k) Contributions.

You may elect not to have your 401(k) Contributions automatically increased. Please note: Affirmative elections against the automatic annual increase expire under the same conditions that an election out of the automatic contribution arrangement expire. (See Automatic Contribution Arrangement – Automatic Enrollment above.)

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, you must contact a customer service associate by calling 1-877-PRU-2100 (1-877-778-2100), access your Account at the Insurance Company’s internet site – www.Prudential.com/online/retirement, or notify the Administrator of your election in accordance with the rules established by the Administrator within the prescribed election period.

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 90% of your Compensation in whole percentages 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 90% of your Compensation. Your total Catch-Up 401(k) Contributions cannot exceed the Catch-Up Limit in effect for the year.

Commencement of 401(k) Contributions

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

Change in Amount of 401(k) Contributions

You may change the amount your Employer withholds from your future Compensation at such times during the Plan Year as the Administrator prescribes. To change the amount 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/online/retirement, or notify the Administrator in accordance with the rules established by the Administrator.

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
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 at such times during the Plan Year as the Administrator prescribes. 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/online/retirement](http://www.Prudential.com/online/retirement), or notify the Administrator in accordance with the rules established by the Administrator.

**True-Up Elections**

If you have not made 401(k) Contributions in the full amount for each payroll period during the year, your Employer may permit you to make a “true-up” election. A "true-up" election allows you to contribute up to 100% of your Compensation for the designated payroll periods as 401(k) Contributions. Your total 401(k) Contributions for the Plan Year cannot exceed 90% of your Compensation.

**Annual Federal Limit on Amount of 401(k) Contribution**

Federal law limits the amount of 401(k) Contributions that you can make to the Plan each calendar year. For 2017, 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 above. Your total Catch-Up 401(k) Contributions for a year cannot exceed the Catch-Up Limit in effect for the year. If you made a Catch-Up 401(k) Contribution in excess of the 90% of Compensation limit, as described above in **Amount of 401(k) Contributions**, the dollar amount of that Catch-Up 401(k) Contribution will be subtracted from the Catch-Up Limit to determine the amount of any Catch-Up 401(k) Contributions you may make above the Federal limit. For 2017, the Catch-Up Limit is $6,000. The IRS may adjust this limit each year.

**Rollover Contributions**

If you are a Covered Employee without regard to whether you have satisfied the eligibility requirements to make 401(k) Contributions to the Plan, you may elect to roll over qualified distributions into the Plan.

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

**Savings Eligible for Direct Rollover**

The Plan permits "direct rollovers" from the following:

- "qualified plans" (these are plans that meet the requirements of Section 401(a) or annuities that meet federal tax law qualification requirements, such as 401(k) or profit-sharing plans).
- 403(b) retirement plans (these are retirement plans maintained for employees of tax exempt organizations or governments).
- 457 deferred compensation plans (these are deferred compensation plans for employees of state or local governments).
- IRAs.
A "direct rollover" is a rollover made directly from another plan or annuity without being distributed to you first. You may not make a direct rollover to the Plan of Roth contributions or after-tax employee contributions.

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

**Savings Eligible for Indirect Rollover**

The Plan permits "indirect rollovers" from the following:

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

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

**Rollover Procedures**

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

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

**Vested Interest in Your Contributions**

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

**Employer Contributions**

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

**Matching Contributions**

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

  If you are eligible, each payroll period your Employer, in its discretion, may make a Matching Contribution to your Account of up to 50% of your 401(k) Contributions for the payroll period. If the amount of your Employer's Matching Contribution is not large enough to allocate the full amount specified above to all eligible employees, then your share of the Matching Contribution will be determined under the terms of the Plan.

  Your Employer will not match your Catch-Up 401(k) Contributions to the Plan.

- **Limitations on Matching Contributions**
  
  Your 401(k) Contributions are not included in determining the amount of the Matching Contributions your Employer makes to your Account if:
  
  - You made them before you became eligible for Matching Contributions.
They exceed 4% of your Compensation. Compensation you earned before you became eligible for Matching Contributions is not included in determining this limit.

In addition, your total Matching Contributions for a Plan Year cannot exceed $1,700.

**NONELECTIVE CONTRIBUTIONS**

Once you have met the requirements to participate in the Plan with respect to Nonelective Contributions, as described in **ELIGIBILITY TO PARTICIPATE: ELIGIBILITY REQUIREMENTS** above, you may receive Nonelective Contributions for a Plan Year only if you both (i) complete at least 1,000 Hours of Service during the Plan Year and (ii) are employed as a Covered Employee on the last day of the Plan Year; provided that the last day requirement does not apply if you are covered by a collective bargaining agreement which does not permit such last day requirement or you terminate employment during the Plan Year on or after your Normal Retirement Date or due to death. The number of Hours of Service required to receive Nonelective Contributions will be pro-rated for any short Plan Year.

If you are represented by the Brookhaven Memorial Federation of Nurses and Health Professionals, for Plan Years beginning on or after January 1, 2014, your Nonelective Contribution for a Plan Year will be subject to the "last day" requirement described in the preceding paragraph.

If you are eligible, each Plan Year, your Employer, in its discretion, may make a Nonelective Contribution to your Account of a different percentage of your Compensation depending on your Employee Group. The Employee Groups are:

- **Group A1 Employees**: 1-4 Years of Vesting Service
- **Group B1 Employees**: 5-9 Years of Vesting Service
- **Group C1 Employees**: 10-14 Years of Vesting Service
- **Group D1 Employees**: 15-19 Years of Vesting Service
- **Group E1 Employees**: 20-24 Years of Vesting Service
- **Group F1 Employees**: 25 and over Years of Vesting Service

In spite of the foregoing, if you (i) either first perform an Hour of Service after December 31, 2009 or return from a Break in Service after December 31, 2009, and (ii) you are not covered by a collective bargaining agreement or you are covered by a collective bargaining agreement which so provides, your Nonelective Contribution will be determined in accordance with the following Employee Groups:

- **Group A2 Employees**: 1-4 Years of Vesting Service
- **Group B2 Employees**: 5-9 Years of Vesting Service
- **Group C2 Employees**: 10-14 Years of Vesting Service
- **Group D2 Employees**: 15-19 Years of Vesting Service
- **Group E2 Employees**: 20 and over Years of Vesting Service

Effective January 1, 2014, if you are represented by the Brookhaven Memorial Federation of Nurses and Health Professionals and you either (i) first perform an Hour of Service after December 31, 2013 or (ii) return from a Break in Service after December 31, 2013, you will be treated as a Group A2 through Group E2 Employee for purposes of determining your Nonelective Contribution for a Plan Year.

**VESTED INTEREST IN EMPLOYER CONTRIBUTIONS**

**Vesting Schedule**

Your Vested Interest in the Value of the Nonelective and Matching Contributions in your Account is 0% until you have completed 3 years of Vesting Service. Upon completion of 3 years of Vesting Service, your Vested Interest in the Value of the Nonelective and Matching Contributions in your Account will be 100%.

**Special Vesting Events**

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

**VESTING SERVICE**

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

*Credititing of Vesting Service*

You are credited with a year of Vesting Service if you complete at least 1,000 Hours of Service by the first anniversary of your hire date. After the first anniversary of your hire date, you are credited with a year of Vesting Service for each Plan Year beginning after your hire date in which you complete at least 1,000 Hours of Service.

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

In determining your years of service for purposes of vesting with respect to Nonelective and Matching Contributions, you will be credited with all service recognized under the Brookhaven Memorial Hospital Retirement Income Plan as of June 30, 2002, provided that you were employed by the hospital on December 31, 2002.

In addition, if you were eligible to participate in the Plan on December 31, 2005 and were represented by Local 202 (formerly Local 111) of the International Brotherhood of Teamsters, for purposes of determining your Vesting Service you will be credited with service that would have been recognized under the Retirement Income Plan had employees represented by Local 202 (formerly Local 111) not been excluded from participating in the Retirement Income Plan before January 1, 2001.

Finally, if you are absent from employment with an Employer (or a Related Company) 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.

*Excluded Vesting Service*

The following Vesting Service that would otherwise be credited to you under the rules above is excluded in determining your Vested Interest in the Value of the Employer Contributions (including any investment gains or losses on them) in your Account:

- If you are rehired after 5 consecutive Breaks in Service, Vesting Service completed after you return to work is not included in determining your Vested Interest in your Account earned before your Break in Service.

**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**

Because you direct how contributions to your Account are invested, the Employer, the Investment Fiduciary, and the Trustee, who might otherwise be responsible under federal rules for directing investments, are relieved of this responsibility with respect to those contributions. Therefore, they are no longer liable under the law for any losses to your Account that are the direct and necessary result of your investment directions. They are still responsible, however, for providing you with diverse investment opportunities and sufficient opportunity to direct the investment of your Account.
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. If you do not make an initial investment election, your contributions will be invested in the GoalMaker Investment Fund.

Failure to Direct Investments
If you do not direct how contributions to your Account should be invested, the contributions will be invested in the GoalMaker Investment Fund.

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

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

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

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

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

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

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

VALUING YOUR ACCOUNT
The Value of your Account is periodically adjusted to show any earnings or losses on your investments, any distributions that you have received, and any contributions that have been made to your Account since the preceding adjustment date. Legal rules require this adjustment to be made at least annually.
The Value of your Account may increase or decrease at any time due to investment earnings or losses. You are only entitled to receive from the Plan the Value of your Vested Interest in your Account on the date distribution is made to you. That Value will be determined on the adjustment date immediately preceding the date of distribution and may be larger or smaller than the Value determined on any other adjustment date. The Plan fiduciaries and functionaries handling Plan assets (including the Sponsor, the Employer, the Investment Fiduciary, the Administrator, and the Trustee) do not guarantee your Account from investment losses.

**LOANS FROM YOUR ACCOUNT**

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

**APPLICATION FOR LOAN**

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

**FEDERAL TAX RULES GOVERNING PLAN LOANS**

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

- **Interest rate:** must be a reasonable rate similar to the rate charged for a loan made under similar circumstances by persons in the business of lending money. (If you are absent because of military leave, federal law limits the interest rate that can apply to your loan.)

- **Loan amount:** cannot exceed specified limits when added to the outstanding balance of all other loans made to you from the Plan or any other plan maintained by your Employer or a Related Company.

- **Loan term:** cannot exceed 5 years, unless it is used to purchase your principal residence.

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

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

**COLLATERAL FOR LOAN**

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

**DEFAULT ON LOAN**

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

**SPECIAL LOAN RULES**

- **Repayment:** if you are employed by the Employer, repayment will be made by payroll withholding.

- **Minimum loan amount:** $1,000.

- **Limit on outstanding loans:** only 1 outstanding Plan loan is permitted at any time.

- **Prepayment of outstanding balance:** permitted in full or in part without penalty.

- **Wait period to apply for new loan:** you may not apply for a new loan until 7 days after paying off a prior loan.

- **Due on termination:** outstanding balance immediately due and payable on termination of employment.
• **Principal residence loans:** may *not* exceed the 5-year maximum period applicable to other Plan loans.

• **Effect of termination:** if your employment terminates while you have an outstanding loan under the Plan, you may continue payments to the Plan using coupons.

**IN-SERVICE WITHDRAWALS**

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

**WITHDRAWALS OF YOUR CONTRIBUTIONS**

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

- **Rollover Contributions.**

- **401(k) Contributions** at age 59 1/2.

Your withdrawal 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:

- 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, 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, 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, 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.

*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 Company.
- you suspend your 401(k) Contributions to the Plan (and any other plan maintained by the Employer or any Related Company) for at least 6 months after receipt of the withdrawal.

**Limitations on Hardship Withdrawals**
You must apply for a hardship withdrawal such number of days before the effective date as the Administrator prescribes.

**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 Company) 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 Company) after forfeiting the non-vested portion of your Account, the amount you forfeited will be recredit to your Account if you meet all of the following conditions:
- you are reemployed before you incur 5 consecutive Breaks in Service 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).
- you become an employee covered under the Plan before the earlier of (1) 5 years from your reemployment date or (2) the date 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 repay the full amount of the distribution attributable to Employer Contributions before the earlier of (1) 5 years from your reemployment date or (2) the date you incur 5 consecutive Breaks in Service beginning after the date distribution was made to you.

**Treatment of Forfeited Amounts**
Non-vested Nonelective Contributions forfeited during a Plan Year are used to meet the Employer’s contribution obligations to the Plan or to pay Plan expenses.

Non-vested Matching Contributions forfeited during a Plan Year are used to meet the Employer’s contribution obligations to the Plan or to pay Plan expenses.
DISTRIBUTION OF YOUR ACCOUNT

DISTRIBUTION TO YOU
If your employment with 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.

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 must pay for all fees and expenses to maintain your Vested Interest in the Plan. These expenses will be withdrawn directly from your Account.

Effect of Reemployment
If you are reemployed by the Employer (or a Related Company) 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 rules apply if you are a 5% owner of the Employer (see the Administrator for details).

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

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

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

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

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

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

**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 cannot be made before your Normal Retirement Date without your written consent.

The Value of your Rollover Contributions will not be included in determining whether the Value of your Account is more than $5,000.

**AUTOMATIC ROLLOVERS**

If the Value of your Vested Interest in your Account is $5,000 or less, the Administrator will notify you of the cash out 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.

Even if the Value of your Rollover Contributions is *not* included in determining whether your Account will be cashed out as described in **CASH OUTS OF ACCOUNTS AND CONSENT TO DISTRIBUTION** above, if your Account is cashed out, the Value of your Rollover Contributions *will* be included in the amount distributed to you and *will* be included in determining whether the Value of your Account exceeds $1,000, so that it is subject to the automatic rollover rules.

**FORM OF PAYMENT**

**FORM OF PAYMENT TO YOU**

- **Single-sum payment:** Distribution of your Account will be made in one payment.

- **Installment payments:** Distribution of your Account will be made in a series of installment payments over the period you specify. Under federal law, however, the maximum period over which installment payments may be paid cannot exceed your life expectancy or the joint life expectancies of you and your Beneficiary. Installment payments will be made in reasonably equal amounts, except as necessary to reflect increases or decreases in the Value of your Account. You may accelerate the rate at which installments are paid, provided that you specify your election at the time installment payments begin.

- **Direct rollover:** If your distribution is eligible for rollover into an IRA or other eligible retirement plan, you can elect to have the distribution transferred directly into the IRA (including a Roth IRA) or other eligible plan. If you do not elect a direct rollover of your eligible distributions, a 20% mandatory federal income tax withholding applies to the distribution. All or any portion of a distribution from your Account is eligible for rollover except:
  - any minimum distribution that is required under federal tax law.
• any distribution that is one of a series of installment payments made over your life, the life of you and your Beneficiary, or for a specified period of 10 or more years.
• any hardship withdrawal.

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

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

YOUR BENEFICIARY UNDER THE PLAN

Beneficiary if You Have No Spouse
You may designate a Beneficiary to receive distribution of your Account if you die. Unless your marital status changes, your Beneficiary will not change until you designate a different Beneficiary. To designate a Beneficiary or change a prior designation, you must contact the Administrator.

Beneficiary if You Have a Spouse
If you have a Spouse, your Beneficiary under the Plan is your Spouse. You may designate a non-Spouse Beneficiary 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.

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

Beneficiary Where There is No Designated Beneficiary
If you die without properly designating a Beneficiary or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if you have no surviving Spouse, your surviving children in equal shares, or if you have no surviving children, 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 1 year 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 1-year period runs from the earlier of the date you receive a final adverse determination of your claim on review or the date proof of claim was due.

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

PLAN AMENDMENT
The Sponsor reserves the right to amend the Plan, either prospectively or retroactively.

PLAN TERMINATION
The Sponsor reserves the right to terminate the Plan at any time. Under federal law, if all contributions under the Plan cease, the Plan will be deemed to have terminated. In addition, an Employer may withdraw from the Plan at any time. If an Employer withdraws from the Plan, the Employer will determine whether the withdrawal should be treated as a termination of the Plan with respect to its employees.

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

MISCELLANEOUS INFORMATION

PLAN BOOKLET DOES NOT CREATE EMPLOYMENT CONTRACT
The only purpose of this booklet is to provide you with information about the benefits available under the Plan. The booklet is not intended to create an employment contract between you and 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.

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 Company 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 Company). However, no additional contributions will be made to your Account.

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 shareholders 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 2017, the maximum contribution amount is $18,000.

If you are a Highly Compensated Employee, federal law also limits the amount of 401(k) Contributions you may make to the Plan and the amount of Matching Contributions your Employer may make to your Account compared to the contributions made to the Plan for employees who are not Highly Compensated Employees. If the Administrator determines that contributions for Highly Compensated Employees would impermissibly exceed the contributions for other employees, it may adjust the amount of 401(k) Contributions and Matching Contributions that would otherwise be made for Highly Compensated Employees.

In addition, total contributions to the Plan are subject to annual limitations under federal law. Amounts that would exceed those limits will be distributed or forfeited as provided under the Plan.

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.

MORE THINGS YOU SHOULD KNOW

Contributions you make to the Plan and contributions your Employer makes for you are held for the exclusive benefit of you and your Beneficiaries.

If your employment terminates with the Employer (and all Related Companies) before you are fully vested in your Account, you will lose the non-vested portion of your Account.

Because the Plan assets are held in individual Accounts and are never less than the total benefits payable to participants, no insurance of benefits by the Pension Benefit Guaranty Corporation under Title IV of ERISA is necessary or available. The Plan is subject, however, to the applicable provisions of Title I of ERISA (protection of employee benefit rights) and Title II of ERISA (amendments to the Internal Revenue Code relating to retirement plans).

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.
GLOSSARY

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

Administrator
The fiduciary responsible for the administration of the Plan.

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

Break in Service
An Eligibility Service crediting period in which you complete no more than 500 Hours of 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 2017 is $6,000. The IRS may adjust this limit for future years.

Compensation
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.

Your Compensation for any period means base salary or wages paid for services as an Employee, excluding overtime, bonuses, commissions, severance pay, payments in lieu of vacation, imputed income for fringe benefits, reimbursements or other expense allowances, moving expenses, health and welfare benefits, and differential pay you receive from the Employer for periods you are absent because of military service.

Compensation includes the following:

- 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 that the Employer contributes on your behalf unless you elect to receive cash instead), and amounts you contribute as salary reduction contributions to a 403(b) account, or other plan.

- pay you receive after your termination of employment for your services before termination, including your regular pay and, if otherwise included in Compensation, overtime, differential pay, etc., provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.

- pay you receive after termination of employment for accrued vacation or other leave, provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.

- deferred compensation you receive from a non-qualified plan after termination of employment, provided payment is made before the later of 2 1/2 months following termination or the end of the year in which
Your Compensation if you are self-employed means your earnings for personal services you performed for the business covered by the Plan.

Legal rules limit the Compensation that may be included under the Plan each year. For 2017, the maximum amount is $270,000. (The IRS may adjust this limit for future years.)

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

**Eligibility Service**
The service credited to you that is used for determining whether you are eligible to participate in the Plan.

**Employer**
A company that participates in the Plan. Employers that have adopted the Plan include the Sponsor and the following: (i) Brookhaven Surgical Services P.C. (formerly known as Joint Replacement Institute P.C.); (ii) Long Island Orthopedic & Spine Specialists, P.C., DBA My Health Long Island; (iii) Brookhaven Surgical Services, P.C., DBA My Health Long Island; and (iv) Brookhaven Physician Services, P.C., DBA My Health Long Island. The companies that participate in the Plan are referred to collectively in this booklet as "the Employer."

**Employer Contribution**
Any contribution that your Employer makes to your Account.

**ERISA**

**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 and are in the top-paid 20% of employees. For 2016 (the look back year used to determine who is a Highly Compensated Employee for 2017), 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 and your Eligibility 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 Company 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. 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.

**Leased Employee**
An employee who is actually employed by another company (the "leasing organization"), but who is leased to the Employer on a substantially full-time basis. If you are a Leased Employee, you may be eligible for benefits under the Plan if you meet all of the following requirements:
- you have worked for the Employer for at least 1 year.
- you perform services under the primary direction or control of the Employer.
- you are not covered by another plan maintained by the leasing organization that provides certain minimum benefits.

**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.

**Nonelective Contribution**
Any Employer Contribution made to the Plan by your Employer that is not contingent on your contributions, as described in detail in EMPLOYER CONTRIBUTIONS: NONELECTIVE 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 Brookhaven Memorial Hospital 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.

**Predecessor Employer**
Any company that is a predecessor to the Employer, under federal tax rules, provided the Employer maintains a Plan of that company.

**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/online/retirement.

**Related Company**
Any company or business that is considered to be related to an Employer under federal tax law.

**Rollover Contribution**
Any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.
| **Sponsor** | The company that maintains the Plan and has the power to amend the Plan. The Sponsor of the Plan is Brookhaven Memorial Hospital Medical Center. |
| **Spouse** | The person to whom you are legally married. |
| **Trustee** | The entity that holds the Plan assets for the benefit of covered employees. The entity may be a trust company, a bank, an insurance company, or a group of individuals chosen by the Sponsor. |
| **Value** | The monetary worth of the contributions and investment earnings and losses on such contributions in your Account. |
| **Vested Interest** | The percentage of the Value of your Account that you are entitled to receive upon distribution. |
| **Vesting Service** | The service credited to you that is used for determining your Vested Interest in the Value of the following contributions: |
| | • Nonelective Contributions. |
| | • Matching Contributions. |
ADDENDUM RE: PARTICIPANT LOAN POLICY

The Brookhaven Memorial Hospital 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.

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

1. LOAN APPLICATION. All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant makes formal application in accordance with elections made by the Plan Sponsor in the Administrative Services Agreement between the Plan Sponsor and the service provider ("Prudential") as follows:
   - If the Loan Initiation Outsourcing Service has been selected, a Participant may apply for a loan by submitting a loan application ("Application"), in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The date and time of receipt will be appropriately recorded.
   - If the Participant Transaction Center (PTC) Loan Service has been selected, a Participant may apply for a loan by submitting a loan application ("Application"), in a form prescribed by Prudential and consistent with the terms of this Loan Policy as authorized by the Plan Administrator, to Prudential by authorized electronic means. The request will be reviewed and approved and/or denied by an authorized representative of the Employer by electronic means. The date and time of receipt will be appropriately recorded.
   - If the Non-Automated Loan Service has been selected, a Participant may apply for a loan by submitting a duly completed loan application ("Application") to the Plan Administrator or authorized plan representative that has been signed by the Participant, within the 90-day period prior to the making of the loan. If spousal consent is required, the application must be signed by the spouse and witnessed by a notary public or an authorized plan representative. An authorized plan representative must approve the loan.

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

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

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

- The minimum loan available from the Plan is $1,000.
- A Participant may only have one loan outstanding from the Plan. A Participant with an outstanding loan may not apply for another loan until the existing loan is paid in full and may not refinance an existing loan or obtain a second loan for the purpose of paying off the existing loan. Note that a loan in default, including a loan that is deemed distributed, is treated as an outstanding loan for purposes of determining the number of loans outstanding to a Participant until it is repaid or actually offset.
against the Participant's Account balance.

- All loans made pursuant to this program will be considered a directed investment of 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.

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 1%.

The Plan Administrator will require that the Participant repay the loan by agreeing to payroll deduction.

The Plan Administrator will fix the term for repayment of any loan, however, in no event may the term of repayment be greater than 5 years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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