
SUMMARY PLAN DESCRIPTION

The Greenville Health System

457(b) Plan

TABLE OF CONTENTS

Introduction.....1

Plan Administration1

Salary Deferral Contributions1

Discretionary Contributions.....2

Rollover Contributions.....2

Distributions for Reasons Other Than Death.....3

Distributions Upon Death3

Cash-outs of Small Accounts4

Vested Account Balance4

Unforeseeable Emergencies.....4

Investment of Contributions.....5

Plan Amendment and Termination5

Claims Procedure.....5

Participant Loan Program5

Introduction

This Summary Plan Description reflects the provisions of the Plan in effect on October 1, 2016. The Sponsor last restated the Plan, which was established as of August 1, 2002 under Section 457 of the Internal Revenue Code, on January 1, 2009. The plan is named The Greenville Health System 457(b) Plan, and will be referred to in this summary as simply the "Plan." The Plan contains a salary deferral feature that allows you to contribute to the Plan on a tax deferred basis through payroll deductions. The Plan also contains an additional discretionary contribution feature.

The purpose of this summary is to describe some important features of the Plan in non-technical language. It is also intended to answer most of your questions about the Plan, and it replaces any prior memoranda and announcements about the Plan. This nevertheless is only a summary, and if there is any conflict between the description in this summary and the actual terms of the Plan, the Plan will control. For more information concerning anything contained in this summary or relating to the Plan, please contact the Administrator, Retirement Plans Administrative Committee c/o Greenville Health System.

Plan Administration

The Plan is sponsored by the Greenville Health System and is administered by the Retirement Plans Administrative Committee c/o Greenville Health System (who throughout this document will be referred to as "employer", "us" or "we"). Our address is 701 Grove Road, Greenville, SC 29605-5601, our telephone number is (864) 797-7907, and our employer identification number is 57-6007863. Together, we are responsible for all matters concerning the operation of the Plan.

A trust has also been established to hold the contributions made to the Plan, and the trustees of that agreement are responsible for managing the assets of the Plan.

Salary Deferral Contributions

You will become eligible to participate in the salary deferral portion of the Plan on your employment commencement date.

You can enter into a Salary Deferral Agreement authorizing us to withhold the amount you specify from your Compensation for a calendar year. The amount withheld from your Compensation must be a whole dollar amount and is called a Deferral. All of your Deferrals will be credited to an account established for you under the Plan. Your Deferrals are deducted from your Compensation free of current income taxes but are fully taxable when they are distributed from the Plan. Your Salary Deferral Agreement must also include a designation of investment funds and a designation of beneficiary.

You can make Deferrals from any Compensation you receive from us, including Compensation you receive while you are on a leave of absence (including a leave of absence due to your disability). In addition, if your employment is interrupted by military service and you entitled to be reemployed by us, you can contribute "make-up" Deferrals upon resumption of employment equal to the maximum Deferrals that you could have elected to make during your period of military service had you remained employed by us at the same level of Compensation, reduced by the Deferrals (if any) that you actually made during your period of military service. This right applies for a period of five years following your resumption of employment or, if sooner, for a period equal to three times the period of your period of military service.

Your Deferrals for any calendar year cannot exceed the lesser of 100% of your "Includible Compensation" or the maximum annual dollar limit permitted by law, which is \$18,000 for 2017 and \$18,500 for 2018. However, if you will be age 50 or older by the end of the calendar year, you can make additional "catch-up" Deferrals in excess of the annual dollar limit on Deferrals. Your "catch-up" Deferrals for a calendar year cannot exceed the "catch-up" limit in effect for the year. For 2017 and 2018, the "catch-up" limit is \$6,000. These limits are adjusted periodically by law.

If you are interested in making Deferrals and/or "catch-up" Deferrals, you should contact Prudential. Your Salary Deferral Agreement will be effective as soon as administratively practicable, but no earlier than the calendar month following the month in which the Salary Deferral Agreement is made. If you are a new employee, you may defer Compensation payable during the calendar month you first become eligible to participate in the Plan, if you enter into a Salary Deferral Agreement on or before the first day you perform services for an employer.

Your "Includible Compensation" for purposes of this Plan means your actual wages in box 1 of Form W-2 for a year for services to an employer, including (i) any amounts you elect to defer under this Plan and under certain other deferred compensation plans maintained by your employer and (ii) differential pay you receive for periods you are absent because of military service. However, your "Includible Compensation" is limited by the maximum annual dollar limit permitted by law, which is \$270,000 for 2017 and \$275,000 for 2018. These limits are adjusted periodically by law.

You can change your Salary Deferral Agreement at any time to increase or decrease your Deferrals. The change will be effective as of the first payroll period of the month following the date the Administrator receives an executed Salary Deferral Agreement, or as soon thereafter as administratively practicable thereafter. You can also suspend or cancel your Salary Deferral Agreement at any time upon reasonable written notice.

Your vested interest in your Deferrals is always 100%.

Discretionary Contributions

We may also make additional discretionary contributions to the Plan as determined in our sole discretion. You are eligible for the discretionary contribution portion of the Plan on your employment commencement date. However, in order to receive a discretionary contribution for a calendar year, you must be employed on the last day of the calendar year.

The amount of your discretionary contribution for a calendar year, if any, will be either (i) a percentage of your annual Deferrals or (ii) a percentage of your annual Compensation.

However, any such discretionary contributions we make to the Plan on your behalf will reduce the amount of the Deferrals you can make for the year because our discretionary contributions are added to your Deferrals in determining whether you have exceeded the annual dollar limit on Deferrals.

Your vested interest in your discretionary contributions is always 100%.

Rollover Contributions

If you are eligible to participate in the Plan, you may elect to roll over qualified distributions. 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. The Plan permits "direct rollovers" and "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.

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

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. Your Rollover Contribution also may **not** include after-tax or Roth contributions.

Your vested interest in your Rollover Contributions is always 100%.

Distributions for Reasons Other Than Death

Upon termination of employment for any reason other than your death, if your Vested Account Balance, excluding your Rollover Contributions, is more than \$5,000, it will only be distributed after you file a written notice with the Administrator requesting a distribution. The notice must be filed at least 30 days before the date distribution is to commence. Unless you elect otherwise, distribution will be delayed until your Normal Retirement Date. Distribution will be made in a lump sum unless you request installment payments, in which event you will receive substantially equal annual installments through the year of your death. Instead, 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 distribution, a 20% mandatory federal income tax withholding applies to the distribution.

Further, if you are still employed, you may elect to receive your Vested Account Balance in a lump sum as soon as administratively practical if (i) your Vested Account Balance does not exceed \$5,000 and (ii) you have not made any Deferrals during the two-year period ending immediately before the date of such distribution.

In addition to the benefit payments described above, if you are still employed when you reach age 70½, you may elect to commence distribution of your Vested Account Balance.

Please note that there are rules which require that certain minimum distributions be made from the Plan. Generally, these minimum distributions must begin no later than (a) the April 1st following the end of the calendar year in which you reach age 70½ or (b) the April 1st following the end of the calendar year in which you retire.

Distributions Upon Death

If you die before your Vested Account Balance has been distributed, your beneficiary will receive your Vested Account Balance in a lump sum.

Any death benefit received by your spouse can be rolled over to an IRA or eligible retirement plan. A non-spouse beneficiary can establish a special IRA (an "Inherited IRA") that can receive a direct rollover of any death benefit to which he or she is entitled. However, certain portions of a death benefit may not be eligible to be rolled over from the Plan into an Inherited IRA. If you (a deceased Participant) needed to take a required minimum distribution in the year of your death (but you have not yet taken that required minimum distribution), then that required minimum

distribution cannot be rolled over from the Plan into an Inherited IRA. Similarly, if the non-spouse beneficiary needs to take any required minimum distribution from the Plan for the year in which the direct rollover occurs (or any prior year), then the non-spouse beneficiary cannot roll over that required minimum distribution into an Inherited IRA.

An Inherited IRA is subject to complicated required minimum distribution rules. You should inform your non-spouse beneficiary (if any) that he or she is designated to receive your death benefit and that the death benefit he or she will receive can be rolled over to an Inherited IRA. Your non-spouse beneficiary should discuss any planning issues and tax consequences with their professional tax advisor with respect to a direct rollover of your death benefit into an Inherited IRA.

Cash-outs of Small Accounts

If your Vested Account Balance, excluding Rollover Contributions, does not exceed \$5,000, payment will be made to you (or to your beneficiary if you are deceased) in a lump sum as soon as administratively practicable following your termination of employment (or death, if applicable).

If your Vested Account Balance, including your Rollover Contribution, is greater than \$1,000, but \$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 an IRA or other eligible plan. If you do not make an election within the period prescribed by the Administrator, your Vested Account Balance will be rolled over directly to an IRA.

If the Value of your Vested Interest is \$1,000 or less, and you do not make an election, your Vested Account Balance will be paid directly to you.

Vested Account Balance

Your Vested Account Balance is the percentage of your Account in which you have a non-forfeitable (or "vested") interest. Your Vested Interest in your Account Balance is 100% at all times.

Unforeseeable Emergencies

If you, your spouse or your dependent suffers an unforeseeable emergency, you can withdraw up to 100% of your Vested Account Balance to help alleviate the emergency. An unforeseeable emergency is a severe financial hardship resulting from an illness or accident, a loss of property due to casualty, the need to pay for the funeral expenses of your spouse or dependent, or other similar extraordinary and unforeseeable circumstance arising from events beyond your control.

You may also withdraw up to 100% of your Vested Account Balance to help alleviate the unforeseeable emergency of your primary beneficiary. However, in this case, an unforeseeable emergency is an illness or accident or the need to pay for the funeral expenses of the Beneficiary.

The circumstances that constitute an unforeseeable emergency will depend upon the facts of each case, but a distribution is not available to the extent the hardship can be relieved (a) through reimbursement or compensation by insurance; (b) by liquidation of your assets to the extent the liquidation itself would not itself cause a financial hardship; or (c) by cessation of Deferrals to the Plan. The need to send your child to college and the desire to purchase a home are not considered unforeseeable emergencies.

You must request a withdrawal due to an unforeseeable emergency in writing. Your request must include evidence that demonstrates that the circumstances being experienced qualify as an unforeseeable emergency. The Administrator can require any other evidence deemed necessary to determine if a distribution is warranted. If a request for an unforeseeable emergency is approved, the distribution will be limited to an amount sufficient to meet the emergency. The allowed distribution will be payable in a method determined by the Administrator as soon as possible after approval of such distribution.

Investment of Contributions

You may direct that the contributions made to your Account be invested in those investments that are allowed by the Administrator, which may include a range of mutual funds and related investments. All earnings on the funds in which you invest will be credited to your Account. You can switch between investment alternatives as often as is permitted by the investment provider by contacting the Trustees or their designee in writing or through an 800 number that will be made available to you.

Plan Amendment and Termination

Although the Plan is intended to be permanent, we can amend or terminate the Plan at any time. If the Plan is terminated, each participant, as well as each beneficiary who is receiving benefits, will be notified in writing of the amendment or termination. If the Plan is terminated, your Vested Account Balance will be distributed to you or your beneficiary.

Claims Procedure

Any claim by a Plan participant, a beneficiary, or the authorized representative of either ("claimant") with respect to eligibility, participation, contributions, benefits or any other aspect of the operation of the Plan must be made in writing to Greenville Health System at 701 Grove Road, Greenville, SC 29605-5601. If your claim is denied, the Plan Administrator will give you a copy of the appeals procedure.

Participant Loan Program

The Greenville Health System 457(b) 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.** 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.** An origination fee may be applied to the Participant's Account.

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. Generally, the term of repayment may not be greater than 5 years. However, if the loan qualifies as a Primary Residence loan, the term may be longer than 5 years. The term of repayment of a "Primary Residence loan" may not be greater than 20 years.

- Note that the amount of any loan (other than a "Primary Residence loan") not repaid within 5 years may be treated as a taxable distribution on the last day of the 5-year period, including any available cure period or if sooner, at the time the loan is in default. If a Participant extends a non-Primary Residence 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. Any such prepayment shall be made in any form approved by the Plan Administrator.

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 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 upon the earlier of:

- a. any scheduled payment remains unpaid beyond 90 days (not more than 90) following the date on which the scheduled payment was due;
- b. the date that the Participant's benefit election is processed.

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.