

SUMMARY PLAN DESCRIPTION OF THE
AHC
EMPLOYEE STOCK OWNERSHIP PLAN

July 1, 2020

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I. INTRODUCTION

American Health Companies, Inc. (the “Company”) sponsors the AHC Employee Stock Ownership Plan (the “Plan”) for the benefit of its employees and the employees of other affiliated employers that adopt the Plan (referred to as “Employer” and collectively as “Employers”). The purpose of the Plan is to provide to you benefits after your retirement or severance from employment for any other reason, or to your Beneficiary upon your death.

This Summary Plan Description is a brief summary of the main features of the Plan, as well as of your benefits, obligations, and rights under the Plan. This Summary Plan Description is not intended to change, extend, or interpret the provisions of the Plan in any way. The precise provisions of the Plan may be determined only by reading the Plan document. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS SUMMARY PLAN DESCRIPTION AND THE PROVISIONS OF THE PLAN, THE PROVISIONS OF THE PLAN WILL GOVERN.**

A copy of the Plan is on file at the business office of your Employer, and you or your beneficiaries may read it during normal business hours. You also may obtain your own copy for a small copying charge. If you have any questions regarding either the Plan or this Summary Plan Description, you should contact the Plan Administrator.

II. MEMBERSHIP IN THE PLAN

If you are currently a Member in the Plan, you will remain a Member so long as you remain an Eligible Employee or your Accounts have not been paid from the Plan. If you are a new Eligible Employee, you will become a Member of the Plan on the date you have both attained age 21 and completed one Hour of Service. If you are a former Member of the Plan and an Employer reemploys you, you will become a Member on the date of your reemployment as an Eligible Employee. Previously, if you made a transfer or rollover of an amount from another tax-qualified retirement plan into this Plan and you were not otherwise a Member of the Plan, you became a Member upon the receipt of the transfer or rollover amount by the Plan, but only with respect to the transfer or rollover amounts. Rollovers and transfers into this Plan are no longer permitted.

If you are a Member in the Plan and you cease to be an Eligible Employee, you will not be entitled to make or receive an allocation of any contribution described in the “Contributions and Allocation of Contributions and Forfeitures” section of this Summary Plan Description until you again become an Eligible Employee.

III. ACCOUNTS FOR MEMBERS

The Plan holds contributions in the following Accounts:

Your **Employer Contribution Account** holds (1) your interest in any discretionary contributions, which will be made primarily in the form of cash, that an Employer makes and (2) cash dividends paid on Company Stock that the Plan does not use to repay any loan it may have incurred to purchase Company Stock.

Your **ESOP Account** holds your interest in Company Stock and any forfeitures from the ESOP Accounts of other Members. It also holds your share of any stock dividends the Company pays on Company Stock held in your ESOP Account.

The **Loan Suspense Account** holds the Plan's interest in Company Stock that the Plan purchased with funds the Plan borrowed and that has not previously been allocated to Members' Accounts.

Your **Rollover Account** holds any rollover amount from other tax-qualified retirement plans, individual retirement accounts, or other eligible plans that you chose to rollover to this Plan. Rollovers into this Plan are no longer permitted.

Your **Transfer Account** holds any direct transfers to this Plan from other tax-qualified retirement plans, individual retirement accounts, or other eligible plans. Transfers into this Plan are no longer permitted.

IV. CONTRIBUTIONS AND ALLOCATION OF CONTRIBUTIONS AND FORFEITURES

Your Employer may (or may not) make contributions to the Plan in cash or Company Stock as your Employer in its sole discretion decides.

Company Stock Contributions

As of the last day of each Plan Year, the Trustee will allocate to your ESOP Account any Company Stock that your Employer contributes to the Plan or that the Plan purchases with Employer cash contributions, and any forfeitures of Company Stock from the ESOP Accounts of other Members if:

- (a) an Employer employs you as an Eligible Employee on the last day of the Plan Year and you complete at least 1,000 Hours of Service during the Plan Year; or
- (b) you die or your Retirement Date occurs during the Plan Year.

The Trustee will allocate this Company Stock to your ESOP Account in the proportion that your Annual Compensation bears to the aggregate Annual Compensation of all Members who have satisfied (a) or (b) above.

Cash Contributions

As of the last day of each Plan Year, the Trustee will allocate to your Employer Contribution Account any cash contributions that your Employer made to the Plan that were not used to purchase Company Stock if:

- (a) an Employer employs you as an Eligible Employee on the last day of the Plan Year and you complete at least 1,000 Hours of Service during the Plan Year; or
- (b) you die or your Retirement Date occurs during the Plan Year.

The Trustee will allocate such contributions to your Employer Contribution Account in the proportion that your Annual Compensation bears to the aggregate Annual Compensation of all

Members who have satisfied (a) or (b) above. Any forfeitures from the Employer Contribution Accounts of other Members shall be used to reduce Employer contributions under the Plan.

Company Stock Purchased With Loan to ESOP

As of the last day of each Plan Year, the Trustee will allocate to your ESOP Account any Company Stock that is released from the Loan Suspense Account during the Plan Year by reason of payment on any loan the Plan incurred to buy Company Stock, if:

- (a) an Employer employs you as an Eligible Employee on the last day of the Plan Year and you complete at least 1,000 Hours of Service during the Plan Year; or
- (b) you die or your Retirement Date occurs during the Plan Year.

Generally, the Trustee will allocate such Company Stock to your ESOP Account in the proportion that your Annual Compensation bears to the aggregate Annual Compensation of all Members who have satisfied (a) or (b) above.

If the Plan repaid any such loan with cash distributions or cash dividends paid on Company Stock allocated to your ESOP Account, then Company Stock released from the Loan Suspense Account whose fair market value is at least equal to the amount of such cash distributions or cash dividends will be allocated to your ESOP Account regardless of whether you were eligible to receive a contribution to the Plan for such Plan Year. However, if the Plan repaid any such loan with cash distributions or cash dividends paid on Company Stock held in the Loan Suspense Account, the Company Stock released from the Loan Suspense Account during the Plan Year will be allocated to your ESOP Account in the proportion that your ESOP Account bears to the aggregate ESOP Accounts of all Members as of the Valuation Date coinciding with or immediately preceding the record date on which the cash distributions or cash dividends accrued.

Company Stock Purchased With Cash Allocated to Members' Accounts

If the Trustee purchases any shares of Company Stock with cash already allocated to Members' Employer Contribution Accounts, the Trustee will allocate such Company Stock to each of such Members based upon the amount the Trustee uses from the Employer Contribution Account of such Member.

Rollover or Transfer Amounts

The Trustee will allocate any rollover or transfer amounts from another tax-qualified retirement plan, individual retirement account, or other eligible plan to your Rollover Account or Transfer Account, respectively, as soon as reasonably practicable after the Trustee receives them. Rollover and transfers into this Plan are no longer permitted.

V. VALUATION OF COMPANY STOCK IN THE TRUST

As of each Valuation Date, the Trustee will determine the fair market value of the number of shares of Company Stock in your ESOP Account.

VI. ALLOCATION OF TRUST EARNINGS AND LOSSES

As of each Valuation Date, the Trustee will determine the earnings or losses of the Plan, subtract from that sum all charges and expenses, and then allocate the net earnings or losses to your Accounts in the proportion that the value of your Accounts as of the preceding Valuation Date bears to the Accounts of all Members as of that Valuation Date. For this purpose, the value of your Accounts as of that date will be decreased by any distributions, forfeitures, and withdrawals from such Accounts since such Valuation Date.

The Trustee will allocate to your Employer Contribution Account any cash distributions or cash dividends paid on Company Stock in your ESOP Account, and any other consideration received from the disposition, exchange, or sale of Company Stock in your ESOP Account, that were not used to repay any loan the Trustee may have incurred to purchase Company Stock.

The Trustee will also allocate to your Employer Contribution Account any cash distributions or cash dividends paid on Company Stock in the Loan Suspense Account, and any other consideration received from the disposition, exchange, or sale of Company Stock in the Loan Suspense Account, that were not used to repay any loan the Trustee may have incurred to purchase Company Stock. The Trustee will make the allocation in the proportion that your ESOP Account as of the preceding Valuation Date bears to the aggregate ESOP Accounts of all Members as of that Valuation Date.

The Trustee will allocate to your ESOP Account any stock dividends paid on Company Stock in your ESOP Account.

VII. PAYMENT OF BENEFITS AT RETIREMENT DATE OR DEATH DURING EMPLOYMENT

You or your Beneficiary are entitled to the value of your Employer Contribution Account, ESOP Account, Rollover Account, and Transfer Account if you continue to work for an Employer until you reach your Normal Retirement Age, your Retirement Date occurs, or you die while an Employee. If one of the foregoing circumstances applies to you, your benefits will be paid in accordance with this Article VII, except as otherwise provided in the Plan's distribution policy.

Commencement of Payments

Payment of your Accounts generally will be made or begin as soon as administratively feasible after your Retirement Date occurs or you die while an Employee, but no later than one year after the end of the Plan Year when such event occurs. If your Retirement Date occurs because you became Disabled and the value of your Accounts exceeds \$5,000, then payment may not be made without your consent, and you may elect to defer the payment of your Accounts until the earlier of reaching Normal Retirement Age or death. However, unless you elect otherwise, a mandatory cashout of more than \$1,000 (or such lesser amount as determined by the Plan Administrator in the case of lost or missing Members or Beneficiaries) will be directly rolled over to an individual retirement account ("IRA") chosen by the Plan Administrator. A mandatory cashout is a payment from the Plan to a Member made before age 62 (or Normal Retirement Age, if later) and without consent, where the Member's Account does not exceed \$5,000 (not including any amounts held under the Plan as a result of a prior rollover

made to the Plan). No direct rollovers are permitted if the amount is less than \$200. Mandatory IRA distributions will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Fees and expenses for the IRA will be borne by the account holder alone. For further information on automatic rollovers, the IRA provider, and fees and expenses for the IRA, contact the Plan Administrator.

Form of Payment of Employer Contribution Account, Rollover Account, and Transfer Account

If the value of your Accounts (excluding your Rollover Account) does not exceed \$5,000, payment of your Employer Contribution Account, Rollover Account, and Transfer Account will be made in a lump sum in cash.

If the value of your Accounts (excluding your Rollover Account) exceeds \$5,000, payment of your Employer Contribution Account, Rollover Account, and Transfer Account will be made in cash in one of the following forms as you or your Beneficiary selects:

- (a) a lump sum payment; or
- (b) monthly, quarterly, or annual installments over a period of years that does not exceed your life expectancy or the joint life expectancies of you and your Beneficiary. If you or your Beneficiary elects such installment payments, you or your Beneficiary may later elect to accelerate the payment of any remaining installments.

If you die and your Beneficiary offers evidence acceptable to the Plan Administrator that proves that your Beneficiary is suffering from a financial hardship and requires earlier payment of one or more of your Employer Contribution Account, Rollover Account, or Transfer Account to pay for your funeral expenses, then the Plan Administrator may, as soon as possible after your death, pay in cash that portion of one or more of your Employer Contributions Account, Rollover Account, or Transfer Account that the Plan Administrator determines is necessary to pay for such expenses.

Value of Payments of Employer Contribution Account, Rollover Account, and Transfer Account

The value of your Accounts, other than your ESOP Account, will be determined as of the Valuation Date coinciding with or preceding your Retirement Date or death, and will be adjusted by any additional amounts allocated to them or distributed from them, as well as by any income, gains, or losses, through the Valuation Date coinciding with or preceding the date such Accounts are paid.

Form of Payment of ESOP Account

If the value of your Accounts (excluding your Rollover Account) does not exceed \$5,000, payment for the number of shares of Company Stock in your ESOP Account as of your Retirement Date or death will be made in a lump sum in cash. The value of the payment will be determined as described in the section on the next page entitled "Value of Payments of ESOP Account."

If the value of your Accounts (excluding your Rollover Account) exceeds \$5,000, payment for the number of shares of Company Stock in your ESOP Account as of your Retirement Date or death will be made in substantially equal annual or more frequent installments, paid over a period of five years plus one year for each amount specified by law or fraction thereof by which the value of your ESOP Account, determined as of the Valuation Date coinciding with or preceding your Retirement Date or death, exceeds the amount specified by law. All such payments will be made in cash and the value of each payment will be determined as described in the section entitled “Value of Payments of ESOP Account.”

If you die and your Beneficiary offers evidence acceptable to the Plan Administrator that proves that your Beneficiary is suffering from a financial hardship and requires earlier payment of your ESOP Account to pay for your funeral expenses, then the Plan Administrator may, as soon as possible after your death, pay in cash that portion of your ESOP Account that the Plan Administrator determines is necessary to pay for such expenses.

Value of Payments of ESOP Account

The value of the lump sum payment or each installment payment of your ESOP Account will be equal to the fair market value, determined as of the Valuation Date coinciding with or preceding the date of payment, of the number of shares of Company Stock for which such lump sum payment or installment payment is being made.

VIII. PAYMENT OF BENEFITS ON SEVERANCE FROM EMPLOYMENT FOR REASONS OTHER THAN RETIREMENT OR DEATH DURING EMPLOYMENT

If you sever from employment with an Employer for any reason other than reaching your Retirement Date or dying while an Employee, you or your Beneficiary are entitled to the value of your Employer Contribution Account, ESOP Account, Rollover Account, and Transfer Account to the extent you are vested in these Accounts, and, except as otherwise provided in the Plan’s distribution policy, your benefits will be paid in accordance with this Article VIII.

You are always 100 percent vested in your Rollover Account. Your Transfer Account will be vested as the Company specifies, but not less favorably than the vesting schedule previously applicable to such amounts under the tax-qualified retirement plan from which the transfer was made. The portion of your Employer Contribution Account and ESOP Account in which you are vested is determined according to the following schedule:

<u>Years of Vesting Service</u>	<u>Percentage Vested</u>
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Form and Time of Payment of Vested Employer Contribution Account, Rollover Account, and Transfer Account

Generally, payment of your vested Employer Contribution Account, Rollover Account, and Transfer Account will begin as soon as administratively feasible after the end of the Plan Year in which you sever from employment for reasons other than reaching your Retirement Date or dying while an Employee. However, if the value of your vested Accounts (excluding your Rollover Account) exceeds \$5,000, you may choose not to consent to payment and instead elect to defer the payment of your vested Accounts until the earlier of reaching Normal Retirement Age or death, at which time your vested Accounts will be paid.

If the value of your vested Accounts (excluding your Rollover Account) does not exceed \$5,000, payment of your vested Employer Contribution Account, Rollover Account, and Transfer Account will be made in a lump sum in cash. However, unless you elect otherwise, a mandatory cashout of more than \$1,000 (or such lesser amount as determined by the Plan Administrator in the case of lost or missing Members of Beneficiaries) will be directly rolled over to an IRA chosen by the Plan Administrator. A mandatory cashout is a payment from the Plan to a Member made before age 62 (or Normal Retirement Age, if later) and without consent, where the Member's Account (excluding the Rollover Account) does not exceed \$5,000. No direct rollovers are permitted if the amount is less than \$200. Mandatory IRA distributions will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Fees and expenses for the IRA will be borne by the account holder alone. For further information on automatic rollovers, the IRA provider, and fees and expenses for the IRA, contact the Plan Administrator.

If the value of your vested Accounts (excluding your Rollover Account) exceeds \$5,000, payment of your vested Employer Contribution Account, Rollover Account, and Transfer Account will be made in cash in one of the following forms as you or your Beneficiary selects (subject to certain spousal consent requirements, if applicable):

- (a) a lump sum payment; or
- (b) monthly, quarterly, or annual installments over a period of years that does not exceed your life expectancy or the joint life expectancies of you and your Beneficiary. If you or your Beneficiary elect such installment payments, you or your Beneficiary may later elect to accelerate the payment of any remaining installments.

Value of Payments of Vested Employer Contribution Account, Rollover Account, and Transfer Account

The value of your Accounts, other than your ESOP Account, will be determined as of the Valuation Date coinciding with or preceding your severance from employment, and will be adjusted by any additional amounts allocated to them or distributed from them, as well as by any income, gains, or losses, through the Valuation Date coinciding with or preceding the date such Accounts are paid.

Form and Time of Payment of Vested ESOP Account

If the value of your vested Accounts (excluding your Rollover Account) does not exceed \$5,000, payment for the number of shares of Company Stock in your vested ESOP Account as of the date of your severance from employment for reasons other than reaching your Retirement Date or dying while an Employee will be made in a lump sum in cash. The value of the payment will be determined as described in the section on the next page entitled “Value of Payments of ESOP Account.”

If the value of your vested Accounts (excluding your Rollover Account) exceeds \$5,000, payment for the number of shares of Company Stock in your vested ESOP Account as of the date of your severance from employment for reasons other than reaching your Retirement Date or dying while an Employee will be made in substantially equal annual or more frequent installments paid over a period of five years plus one year for each amount specified by law or fraction thereof by which the value of your ESOP Account, determined as of the Valuation Date coinciding with or preceding the date of your severance from employment for reasons other than reaching your Retirement Date or dying while an Employee, exceeds the amount specified by law. All such payments will be made in cash and the value of each payment will be determined as described in the section entitled “Value of Payments of ESOP Account.”

Payment of your vested ESOP Account will begin no later than six Plan Years following the Plan Year in which you sever from employment for reasons other than reaching your Retirement Date or dying while an Employee. However, if the shares of Company Stock in your ESOP Account were purchased with a loan to the ESOP, payment of your vested ESOP Account may not be made until one year after the Plan Year in which the loan is fully repaid. Furthermore, if the value of your vested Accounts (excluding your Rollover Account) exceeds \$5,000, you may choose not to consent to payment and instead elect to defer the payment of your vested ESOP Account until the earlier of reaching Normal Retirement Age or dying, at which time your vested ESOP Account will be paid. However, unless you elect otherwise, a mandatory cashout of more than \$1,000 (or such lesser amount as determined by the Plan Administrator in the case of lost or missing Members of Beneficiaries) will be directly rolled over to an IRA chosen by the Plan Administrator. A mandatory cashout is a payment from the Plan to a Member made before age 62 (or Normal Retirement Age, if later) and without consent, where the Member’s Account (excluding the Rollover Account) does not exceed \$5,000. No direct rollovers are permitted if the amount is less than \$200. Mandatory IRA distributions will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Fees and expenses for the IRA will be borne by the account holder alone. For further information on automatic rollovers, the IRA provider, and fees and expenses for the IRA, contact the Plan Administrator.

Value of Payments of ESOP Account

The value of the lump sum payment or each installment payment of your vested ESOP Account will be equal to the fair market value, determined as of the Valuation Date coinciding with or preceding the date of payment, of the number of shares of Company Stock for which such lump sum payment or installment payment is being made.

Forfeitures of Nonvested Accounts

If you are not 100% vested in your Accounts at the time you sever from employment, you will forfeit the portion of your Accounts in which you are not vested when you incur five consecutive Breaks in Service.

IX. DIVERSIFICATION RIGHTS

After you reach age 55 and have been a Member of the Plan for at least ten years, you may elect in each Plan Year for a period of six years beginning with the first Plan Year in which you meet both such requirements to receive a lump-sum cash payment equal to the fair market value of up to 25 percent of the total number of shares of Company Stock ever held in your ESOP Account on or before the end of the preceding Plan Year, reduced by the number of shares of Company Stock or the fair market value of Company Stock for which you received a cash payment pursuant to your previous diversification elections. In the last year of the six-year period, you may elect to receive 50 percent instead of 25 percent. To exercise this right, you generally must notify the Plan Administrator within 90 days after the close of each such Plan Year in which you are eligible. However, if the fair market value of the Company Stock in your ESOP Account is not known within 90 days, you may exercise this right by notifying the Plan Administrator within 90 days after the value of the Company Stock in your ESOP Account has been communicated to you. In addition, this right is only available if the fair market value of the Company Stock in your ESOP Account exceeds \$500. Distributions pursuant to this diversification election will be made no later than 90 days after the period during which you make your election.

X. CERTAIN CIRCUMSTANCES THAT MAY LIMIT BENEFITS

The Code states that the annual addition to your Accounts and any other tax-qualified defined contribution plan an Employer maintains generally may not exceed the lesser of \$50,000 (as adjusted by the Secretary of the Treasury to reflect changes in the cost of living) or 100 percent of your Annual Compensation.

In the event of a qualified domestic relations order (“QDRO”), as defined in the Code, all or part of your Plan benefit may become payable to an alternate payee. Generally, this means that your spouse or children may gain a right to all or some part of your Plan benefit through divorce proceedings. You may obtain upon request and without charge from the Plan Administrator a copy of the procedures it uses to determine whether a court order is a QDRO.

Because the Plan is a defined contribution plan, the Pension Benefit Guaranty Corporation does not insure the benefits. That federal agency regulates and insures only defined benefit plans.

The Company can amend or terminate the Plan, in whole or in part, at any time and for any reason. If the Plan terminates, you will become fully vested in your Accounts, regardless of your Vesting Service. In addition, if the Plan is partially terminated, as defined in the Code, you will become fully vested in your Accounts if you are affected by the partial termination.

XI. CLAIMS PROCEDURES

If you or your Beneficiary (called the “claimant”) believes you are not receiving benefits due under the Plan, the claimant must file a written claim for benefits with the Plan Administrator. Within 90 days after the Plan Administrator receives the claim, it will issue a decision with respect to the claim, unless special circumstances require an extension of time for processing the claim. The claimant will be notified of the extension within the original 90-day period, and the extension will be for no longer than 90 days from the end of the original 90-day period. If the Plan Administrator denies the claim (in whole or in part), it will furnish the claimant with a written notice of denial within the time period described in this paragraph.

If the claimant is satisfied with the decision on the claim, or if the claimant is dissatisfied but takes no action within 60 days after receiving written notice of the denial, the Plan Administrator’s decision will become administratively final. However, if the claim has been denied and the claimant wishes to appeal the denial, the claimant must follow the Plan’s appeal procedure.

If the claimant wishes to appeal a denied claim, the claimant or an authorized representative must file a written request for a review with the Plan Administrator no later than 60 days after the claimant receives written notification of the denial of the claim.

The claimant or an authorized representative may, upon request and free of charge, have reasonable access to and obtain copies of all documents, records, or other information relevant to the claim and submit to the Plan Administrator in writing any comments, documents, records, and other information the claimant may have relating to the claim.

In reviewing the denied claim, the Plan Administrator will consider all of the material described above that the claimant or an authorized representative presents. The Plan Administrator must provide the claimant with its written decision within 60 days after its receipt of the written request for review. There may be times when this 60-day period may be extended. An extension may be made only if there are special circumstances (such as the need to hold a hearing) that are communicated to the claimant, along with the date by which the Plan Administrator expects to make its decision, within the 60-day period. If there is an extension, a decision will be made no later than 120 days after the Plan Administrator’s receipt of the request for review.

The Plan Administrator will communicate to the claimant in writing its final decision on the claim. The Plan Administrator has the discretionary and final authority under the Plan to determine the validity of a claim. Accordingly, any decision the Plan Administrator makes on an appeal will be administratively final.

If the claimant disagrees with the final decision, the claimant may sue. However, the claimant may not sue until an appeal under the Plan has been denied, unless the Plan Administrator did not comply with the Plan’s claims procedures, in which case the claimant may pursue any available remedies under Section 502(a) of ERISA. Any lawsuit must be filed in the Eastern Division of the United States District Court for the Western District of Tennessee and must be filed within 90 days of receipt of the Plan Administrator’s final written denial of a claim or within 90 days of the date the claimant has otherwise exhausted the administrative remedies available under the Plan, or it shall be forever barred.

Benefits under the Plan will be paid only if the Plan Administrator or its delegate decides in its discretion that the applicant is entitled to them.

XII. YOUR RIGHTS UNDER ERISA

As a Member of the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Members shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all Plan documents, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) the Plan filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Member with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (the later of age 65 or your fifth anniversary as a Member) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Members, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Members and beneficiaries. No one, including your employer, 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.

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

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

fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit. 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 the costs and fees. If you lose, the court may order you to pay the costs and fees, for example, if it finds your claim is frivolous. Notwithstanding anything in this Summary Plan Description to the contrary, ANY SUIT THAT YOU BRING IN CONNECTION WITH THE PLAN MUST BE FILED IN THE EASTERN DIVISION OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE. This court has the exclusive jurisdiction over any such claim.

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

XIII. BASIC INFORMATION

Name of Plan:	AHC Employee Stock Ownership Plan
Employer/Plan Sponsor:	American Health Companies, Inc. 201 Jordan Road, Suite 200 Franklin, Tennessee 37067 (615) 905-5200
	A complete list of all Employers adopting the Plan may be obtained by writing the Plan Administrator at the address listed below.
Plan Sponsor Identification Number:	62-1191112
Internal Revenue Service Plan Number:	003
Plan Year End:	December 31
Type of Plan:	Employee Stock Ownership Plan
Type of Administration:	The Company appoints the Plan Administrator that administers the Plan. Currently, the Company is the Plan Administrator. The Trustee holds Plan assets. The Company may appoint an investment committee or an investment manager to invest Plan assets.

Plan Administrator

American Health Companies, Inc.
201 Jordan Road, Suite 200
Franklin, Tennessee 37067
(615) 905-5200

Trustee:

Kenneth B. Lenoir
1755 Kirby Parkway, Suite 101
Memphis, Tennessee 38120

**Agent for Service
of Legal Process:**

Kevin Norwood, Esq.
201 Jordan Road, Suite 200
Franklin, Tennessee 37067

In addition, service of legal process may be made upon the Plan Administrator.

Funding

The Trust that the Company and the Trustee established is the funding medium used for the accumulation of assets from which benefits will be paid.

XIV. GLOSSARY

“**Accounts**” means the various accounts reflecting a Member’s interest in the Plan.

“**Annual Compensation**” generally means the compensation you receive from an Employer or any affiliate during that portion of the Plan Year in which you are a Member of the Plan and that is reported on your Form W-2, to the maximum permitted by law. Annual Compensation includes any elective deferrals and any amounts an Employer contributes on your behalf to a cafeteria plan and that are not included in your gross income but excludes reimbursements for mileage.

“**Beneficiary**” means, if you are not married, the person you have designated on the form the Plan Administrator furnishes to you. If you are married, your spouse will be your Beneficiary unless he or she consents in writing in the presence of a notary public or the Plan Administrator to your designation of some other person and acknowledges the effect of such designation. If you have not properly designated a Beneficiary or your Beneficiary has already died, any death benefits will be paid to your spouse, your children, your parents, or your estate, in that order.

“**Break in Service**” generally means a Plan Year in which you do not work more than 500 hours for an Employer.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Company**” means American Health Companies, Inc.

“**Company Stock**” means the common stock of the Company.

“**Disabled**” means the Social Security Administration has determined that a Member who is an Employee is disabled under the Social Security Act.

“Eligible Employee” means an Employee of an Employer other than an Employee who is (a) covered by a collective bargaining agreement, (b) a leased employee, (c) deemed to be an Employee of an Employer solely pursuant to regulations under Code Section 414(o), (d) a nonresident alien who receives no earned income within the United States, or (e) employed by AmPharm MS LLC, American Health Management Services LLC, American Health Management Services, Inc., Kansas Superior Select, Inc., Oklahoma Superior Select, Inc., Transition Health Partners, Inc., or TruHealth, Inc.

“Employee” means a person whom an Employer employs and whose Annual Compensation is subject to the Federal Insurance Contribution Act (“FICA”), but does not include a person who is an independent contractor.

“Employer” means the Company and any affiliate or other entity who has adopted the Plan in accordance with its terms.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Hour of Service” is generally each hour for which an Employer directly or indirectly compensates you.

“Member” means any Eligible Employee or former Eligible Employee whose vested Accounts have not been paid in full.

“Normal Retirement Age” means the later of age 65 or the fifth anniversary of an Employee’s membership in the Plan.

“Plan” means the AHC Employee Stock Ownership Plan.

“Plan Administrator” means Tennessee Health Management, Inc.

“Plan Year” means the calendar year.

“Retirement Date” means the first day of the month coinciding with or following the date on which the Member retires on or after reaching Normal Retirement Age or becoming Disabled.

“Trust” means the amount of cash and other property that the Trustee holds pursuant to the Plan.

“Trust Agreement” means the agreement between the Company and the Trustee that establishes the Trust.

“Trustee” means the trustee of the Trust.

“Valuation Date” means the last day of each Plan Year or any other day the Plan Administrator declares to be a Valuation Date.

“Vesting Service” generally means each Plan Year during which you complete at least 1,000 Hours of Service for an Employer. There are certain exceptions to Vesting Service in the

event you have a Break in Service and they are fully described in the Plan, which is available on request.

XV. PLAN PROVISIONS CONTROL

THIS BOOKLET IS ONLY A SUMMARY OF THE PLAN. IN CASE OF ANY CONFLICT BETWEEN THE CONTENT OF THIS BOOKLET AND THE CONTENT OF THE PLAN AND THE RELATED TRUST AGREEMENT, THE TERMS OF THE PLAN AND THE TRUST AGREEMENT WILL CONTROL. THE PLAN ADMINISTRATOR SHALL HAVE THE DISCRETIONARY AUTHORITY TO DETERMINE ELIGIBILITY FOR BENEFITS AND TO CONSTRUE ALL TERMS OF THE PLAN, AND ANY DETERMINATION OR CONSTRUCTION MADE THEREUNDER BY THE PLAN ADMINISTRATOR SHALL BE FINAL AND BINDING. IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN AFTER READING THIS BOOKLET, OR IF YOU CARE TO REVIEW THE PLAN ITSELF, CONTACT THE PLAN ADMINISTRATOR. COPIES OF THE PLAN, THE TRUST AGREEMENT, AND FINANCIAL REPORTS ARE ON FILE WITH THE PLAN ADMINISTRATOR.

APPENDIX PLAN EXPENSE ALLOCATIONS

The Plan will assess against an individual Member's Account the following Plan expenses that are incurred by, or are attributable to, a particular Member. All fees assessed for expenses are subject to change.

- **Distribution Fees.** If the Plan Administrator makes a distribution by check, the Plan Administrator will assess against the Member's Account a check fee in the amount of \$30. No fee will be charged for distributions made by electronic funds transfer (ETF).
- **Stop Payment Fees.** If the Plan Administrator deems it necessary to issue stop payment instructions in connection with a distribution to a Member attributable to actions taken by the Member, the Plan Administrator will assess the stop payment fee incurred by the Plan Administrator against the Member's Account in the amount of \$25.