Earning for Today and Saving for Tomorrow

Retirement Savings Plan – 401(k)
Retirement Savings Plan 401(k)

Advocate Health Care Network offers the Advocate Health Care Network Retirement Savings Plan – 401(k) (“401(k) Plan” or “Plan”) as part of its retirement program. The 401(k) Plan is available to the associates who are employed by Advocate Health Care Network and the participating employers that are listed on page 30 (collectively referred to in this summary as “Advocate”). The 401(k) Plan—in combination with the Advocate Health Care Network Pension Plan (“Pension Plan”) and Social Security—helps you prepare for your future financial security. The 401(k) Plan offers you the opportunity to save part of your income on a pre-tax or an after-tax basis—or a combination of both—and provides an employer match on your contributions and discretionary employer contributions (also on a pre-tax basis). What’s more, all investment earnings—whether on your pre-tax contributions or on employer matching or discretionary contributions—are tax-deferred as well. Plus, the investment earnings on your Roth 401(k) after-tax contributions are generally treated as tax-free gains.

The 401(k) Plan is designed to:

• Encourage you to set aside funds for retirement through automatic payroll deduction.
• Provide you with many investment options for the contributions you make to the Plan.
• Give you the opportunity to take advantage of current income tax laws and regulations and fund the Plan with pre-tax dollars, after-tax dollars or a combination of both, as you choose, up to the maximum contribution limits for the year.
• Provide Advocate matching contributions when you contribute to the Plan.
• Provide Advocate discretionary associate appreciation contributions.

If you have any questions regarding your retirement benefits, visit Advocate Benefits at advocatebenefits.com or call 1.800.775.4784; representatives are available to assist you from 8 am to 6 pm Central Time, Monday through Friday.

Important! This SPD is intended to describe the major features of the Plan. You can find full Plan details in the official Plan documents, which legally govern this Plan. Every effort has been made to accurately describe the terms of the Plan. However, because this SPD is only a summary, it cannot describe all Plan rules or how the rules will apply to every person in every situation. In the event there are any discrepancies between information in this SPD and the Plan documents, the Plan documents will govern. The Plan Administrator has absolute discretionary authority to determine eligibility for benefits and to construe the terms of the Plan. Advocate reserves the right to amend, modify or terminate the Plan at any time, for any reason. If a material amendment is made or a termination occurs, you will be notified promptly according to applicable law. If the Plan is terminated, your account will become fully vested and will be paid to you in a lump sum as soon as practicable thereafter.

This SPD is not a contract of employment and nothing in the Plan gives any associate the right to be retained in the service of Advocate. The Employee Retirement Income Security Act of 1974 (“ERISA”) established the Pension Benefit Guaranty Corporation (“PBGC”) to provide benefit insurance for employees covered by a defined benefit pension plan. Because this Plan is a defined contribution plan—not a defined benefit plan—federal law does not permit this Plan to be covered by the PBGC.

It is important that you understand this Plan and its key features. That’s why we are providing you with this Summary Plan Description (“SPD”). Keep it handy for future reference.
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<td><strong>Automatic Enrollment</strong></td>
<td>If you are a newly-hired associate, you are automatically enrolled in the Plan. Automatic payroll deduction of contributions equal to 3% of your eligible compensation begin with your first paycheck after 30 days of employment, unless you opt out of the Plan or elect to contribute a greater or lesser percentage (as permitted under the Plan and by federal law) before the 30-day period ends. These automatic contributions will be made on a pre-tax basis. At any time, you may choose to increase or decrease your contribution percentage, opt out of the Plan (by reducing your contribution percentage to “0”), or make Roth 401(k) (after-tax) contributions instead. All you need to do is access Advocate Benefits (see Advocate Benefits—At Your Service, page 7).</td>
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<td><strong>Pre-Tax Contributions</strong></td>
<td>When you defer a percentage of your eligible compensation on a pre-tax basis and contribute it to the Plan, these amounts are credited to your Pre-Tax Account before federal income taxes (and usually state income taxes) are paid. As a result, pre-tax contributions to the Plan reduce your taxable income for federal income tax purposes in the tax year the contributions are made. In addition, in most states (including Illinois), saving with pre-tax dollars also reduces your taxable income for state income tax purposes. However, you pay Social Security taxes on your contributions.</td>
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<td><strong>Roth 401(k) After-Tax Contributions</strong></td>
<td>Using an option known as a Roth 401(k), you can save using after-tax contributions. When you elect to save using the Roth 401(k) option, your contributions are deducted from your eligible pay on an after-tax basis, so these contributions are taxed as current income. When you retire, you pay no taxes on the value of your Roth 401(k) contributions (including any investment earnings), provided you receive payment through a qualified distribution (see Taxes on your Benefits on page 29).</td>
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<td><strong>Advocate Contributions</strong></td>
<td>Advocate matches eligible associates’ savings by contributing 50 cents for every dollar you save through the Plan, up to the first 6% of your eligible compensation. This matching contribution—which can equal up to 3% of your eligible compensation—applies whether you save using pre-tax contributions, after-tax (Roth 401(k)) contributions or a combination of both, and is subject to certain IRS limits on contributions. If you work at Dreyer Clinic, Inc. (“DCI”), you will not be eligible to receive the match; instead you will be eligible to receive an annual discretionary Dreyer contribution (see Dreyer Contributions on page 13). In addition, Advocate may make discretionary associate appreciation contributions to the Plan on your behalf.</td>
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<td><strong>Plan Accounts</strong></td>
<td>Your pre-tax contributions are held in your Associate Pre-Tax Contributions Account (“Pre-Tax Account”). Your after-tax Roth 401(k) contributions are held in your Associate Roth 401(k) After-Tax Contributions Account (“Roth Account”). Vested amounts from your non-Roth accounts which you to elect to convert to Roth are held in your In-Plan Roth Transfer Account (“Roth Transfer Account”). Advocate matching contributions made on your behalf are held in your Employer Matching Contributions Account (“Match Account”). Dreyer discretionary contributions made on your behalf are held in your Dreyer Discretionary Contributions Account (“Dreyer Account”). Advocate discretionary contributions made on your behalf are held in your Discretionary Appreciation Account (“Appreciation Account”). Your rollover contributions are held in your Rollover Account. Other sub-accounts may be established as necessary. All Plan accounts (“Accounts”) are adjusted for investment gains and losses.</td>
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<td>Investment Options</td>
<td>You have the right to choose how your Plan Accounts are to be invested among the investment fund options available under the Plan. If you do not make an election (for example, if you are automatically enrolled in the Plan or when you receive a discretionary employer contribution and are not otherwise enrolled in the Plan), your Account will be automatically invested in an age-appropriate Target Retirement Fund.</td>
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<td>Favorable Tax Treatment</td>
<td>You defer paying income taxes on your pre-tax contributions, Advocate matching and associate appreciation contributions and any investment gains on these amounts until you receive them from the Plan as part of a payment. This means that taxes on your pre-tax contributions, Advocate matching and associate appreciation contributions and any investment gains on these amounts are deferred until the tax year in which you receive a payment of these amounts from the Plan. If you make Roth 401(k) contributions, you will pay taxes on these contributions in the year you make the contribution; generally, you will not pay taxes on Roth 401(k) contributions (or investment gains on these contributions) when they are taken as a “qualified distribution” from the Plan.</td>
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<td>Rollovers</td>
<td>If you previously participated in a tax-qualified retirement plan (such as a 401(k) plan or a 403(b) plan maintained by another employer), you may be able to make rollover contributions of your pre-tax and Roth 401(k) amounts to the Plan from that other tax-qualified retirement plan.</td>
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<td>Under certain circumstances, you may be permitted to take a loan from your Plan Accounts or withdraw certain funds from your Accounts in case of financial hardship.</td>
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<td>Vesting Rights</td>
<td>If you leave employment with Advocate before age 55, you are entitled to 100% of your Pre-Tax Account, Roth Account and Rollover Account and the vested portion of your Match Account and Appreciation Account. If you become totally and permanently disabled while actively employed, die while actively employed, or reach age 55, you are entitled to 100% of the value of your Plan Accounts.</td>
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<td>If you receive a distribution from your Plan Accounts consistent with the Plan terms and IRS rules, the amount you receive from your Pre-Tax Account, Rollover Account, Match Account and Appreciation Account generally will be taxable income unless the distribution is rolled into an individual retirement account (&quot;IRA&quot;) or another tax-qualified plan (see Direct Rollovers on page 27). However, the amount you receive as part of a “qualified distribution” from your Roth Account generally will be paid to you tax free. If you receive an age 59½ withdrawal, a rollover withdrawal or a distribution from your Pre-Tax Account, Match Account, Appreciation Account or Rollover Account, and you roll over the distribution into a Roth IRA, a Roth account of a qualified plan or your Roth Account in this Plan, the amount of that distribution will generally be taxable at the time you receive the withdrawal or distribution. See Taxes on Your Benefits on page 29 for more detailed information.</td>
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Who is Eligible and When Participation Begins

You are eligible to participate in the 401(k) Plan after you receive your first paycheck as an Advocate associate. Generally, Cost-Per-Call associates, independent contractors, leased associates, and certain union associates are not eligible to participate in Plan.

If you are eligible, you will become a participant in the Plan on the date you first make contributions (either pre-tax or after-tax) to the Plan. In order to receive Advocate matching contributions, you must make contributions (either pre-tax or after-tax) to the Plan, complete 1,000 hours of service during the plan year and be employed on the last day of the year. In order to receive Dreyer contributions, you must complete two years of eligibility service, complete 1,000 hours of service during the plan year and be employed on the last day of the year. See Service on page 21 for an explanation of how you earn hours of service.

If you are a newly-hired associate or if your employment status changes so that you are a newly eligible associate, you are automatically enrolled in the 401(k) Plan. Pre-tax associate contributions equal to 3% of your eligible compensation begin with your first paycheck normally following 30 days of employment. You may choose to increase or decrease your contribution percentage (within the Plan and IRS contribution limits) at any time. Or, you may opt out of the Plan at any time by electing to reduce your contribution percentage to “0”. In addition, if you wish to opt out of the Plan, you may elect within 90 days after your first contribution to have the automatically contributed amounts paid to you (see Auto Enrollment Withdrawal on page 25). If you opt out of the Plan, you can re-enroll at any time.

You should always review your pay stubs and Plan statements carefully to be sure that your contribution and investment elections are being followed based on your elections. If you need assistance, contact Advocate Benefits.

Advocate Benefits – At Your Service
Advocate Benefits is Advocate’s automated benefits system and benefits information resource. You can access Advocate Benefits in two ways, 24 hours a day, every day:

- Log on to the Advocate Benefits web site at advocatebenefits.com.
- Call Advocate Benefits at 1.800.775.4784.

Please have your user ID and password available before you log on or call. Representatives are available to assist you from 8 am to 6 pm Central Time, Monday through Friday.

By logging online or calling the toll-free number, you can use Advocate Benefits to:

- Enroll in the Plan.
- Change your contribution percentage, change your contributions from pre-tax to after-tax or vice versa and change your investment options in the Plan (see Investment of Plan Assets, page 19).
- Get personalized Plan Account balance information.
- Model and request a loan.
- Request a withdrawal or distribution.
- Access information and/or make changes to other benefits within Advocate’s retirement program, including both the 401(k) Plan and the Pension Plan.
- Manage your account with Guided Savings.
When you enroll in the 401(k) Plan, you will be able to:

• Designate the percentage of eligible compensation you wish to contribute to the Plan.
• Designate whether you want to make your contributions on a pre-tax or after-tax basis, or a combination of both.
• Increase the percentage of eligible compensation you wish to contribute to the Plan to take advantage of catch-up contributions if you are age 50 or older.
• Elect how you want to invest your Plan Accounts.
• Designate a beneficiary (with spousal consent, if applicable) who will receive your vested Plan benefits upon your death (see Beneficiary Designation on page 14).
How You Can Contribute to the Plan

There are two ways you can save through the 401(k) plan. You can save using either pre-tax contributions or after-tax contributions. If you wish, you can save using a combination of both.

You can save (elect to defer) from 1% to 75% of your eligible compensation, in whole percentages, up to a maximum deferral limit which is set by federal law and subject to additional limitations on Plan contributions under federal law. You can save using pre-tax contributions only, after-tax contributions only or a combination of both, as you choose. If you are age 50 or older, you may save an additional amount—as “catch-up contributions”—using either pre-tax contributions, after-tax contributions or a combination of both (see Catch-Up Contributions, page 10).

Eligible Compensation

Your Eligible Compensation for Plan purposes generally is defined as your compensation that is reported as income on IRS Form W-2, including your base pay, bonuses, special recognition awards, executive benefit allowances and incentive compensation. Your eligible compensation also includes amounts deferred on a pre-tax basis under a “section 457(b)” or “section 403(b)” plan, as well as pre-tax amounts you contribute to the Plan and amounts you use to pay for flexible and transit benefits on a pre-tax basis.

Certain retention bonuses, sign-on bonuses and incentive and other awards that are specifically designated by the Senior Vice President and Chief Human Resources Officer are not eligible compensation. Eligible compensation also does not include contributions Advocate makes on your behalf to this Plan, the Pension Plan or any other Advocate retirement plan in which you participate, or amounts included as taxable income under any group insurance program. It also does not include reimbursements for travel expenses and cell phone expenses, allowances for relocation and educational assistance, or severance pay you receive as a result of termination of employment with an Advocate Company.

The IRS defines the maximum compensation eligible for determining your contributions in each year. For 2015, the compensation limit is $265,000. This limit will be indexed for inflation as provided by current federal law.

Stopping or Changing Your Contributions

You can stop or change your contribution elections using Advocate Benefits (see Advocate Benefits – At Your Service, page 7) effective with the start of any pay period. Changes to your contribution elections are applied to your payroll deductions within two pay periods. It is your responsibility to confirm that any change you request is reflected in your paycheck. In the event that the change is not made, contact Advocate Benefits to report it.

Since your contributions to the Plan are based on a percentage of eligible compensation, your contributions automatically increase as your eligible compensation increases. For example, if you earn $2,000 a month and are making pre-tax contributions of 6% of eligible compensation to the Plan, the amount you are contributing to your Plan Account each month is $120. If you receive a raise that increases your eligible compensation, to $2,100 a month and you continue to contribute 6% of eligible compensation, the amount you set aside each month will increase to $126.
Contribution Limits
For 2015, the annual maximum amount of associate contributions allowed under federal law is $18,000. This amount will be indexed for inflation, as provided under federal law, and the limit applies to the combined total of your pre-tax and after-tax contributions.

If you are a new Advocate associate and contributed to another employer’s retirement plan in the current tax year, or if you are making contributions to another employer’s retirement plan (for instance, a tax-sheltered annuity or a plan with a 401(k) tax savings feature) during the current tax year, those contributions also count toward this annual contribution limit. If you think that you have exceeded the federal limits for the current tax year, you need to contact Advocate Benefits.

In addition to this annual limit on associate contributions, the Internal Revenue Code imposes other restrictions on the amount you and Advocate can contribute to the Plan on your behalf. These include, but are not limited to, a limit on annual additions to the Plan, top heavy limits and annual nondiscrimination testing limits for the Plan.

Advocate will automatically stop your payroll deductions once you have reached the federal limits for the year.

Plan refunds may become necessary if contributions fail nondiscrimination testing or exceed other Plan limits. In some instances, this may result in some or all of your contributions—and, if applicable, earnings on those contributions—being paid out to you and reported as taxable income to you. In addition, employer matching contributions related to any refunded contributions for the year affected may be subtracted from your Account. You will be notified if these IRS limits affect your Plan contributions.

Catch-Up Contributions
You are eligible to make catch-up contributions to the 401(k) Plan for the current year if you are or will be age 50 or older in the current year. Since the federal government created the catch-up contribution as an additional way of funding your Plan account, the catch-up contributions do not count towards the contribution limits described above.

If you will be age 50 or older in 2015, you can increase your deferral percentage to make up to an additional $6,000 contribution to the 401(k) Plan. Catch-up contributions may be made as pre-tax contributions or after-tax contributions. You don’t need to make a separate election to make catch-up contributions under the Plan. If you are eligible for catch-up contributions, once you meet the federal limit described above, contributions will automatically continue to be deferred from your pay as catch-up contributions until: (i) you reach the additional $6,000 catch-up contribution limit, (ii) you reach your elected deferral percentage, or (iii) you contact Advocate Benefits to stop your contributions (see Stopping or Changing Your Contributions on page 9), whichever happens first.

Save Smart
Save Smart is an automatic savings feature that can help you save more gradually, as you can afford to. It can help you manage your account and meet your retirement savings goal through automatic savings increases by allowing you to automatically increase your before-tax contributions by 1, 2, or 3% annually on the date you choose, such as in the month you will receive your salary increase.
Rollover Contributions
If you previously participated in a tax-qualified retirement plan (such as a 401(k) plan, a 403(b) plan or defined benefit plan maintained by another employer) and received an eligible rollover distribution from that plan, you may be able to roll over your pre-tax and Roth 401(k) contribution amounts from that other tax-qualified retirement plan to this Plan. To do so, you must apply to the prior employer’s Plan Administrator, and provided your request is approved, you can arrange to have the distribution transferred directly (thereby avoiding mandatory income tax withholding on the distribution from the other plan). Alternatively, if you receive the distribution in cash, you can contribute it to the Plan as a direct rollover within 60 days after you receive the amount to be rolled over.

Additionally, a rollover contribution includes a participant loan from the BroMenn 403(b) Healthcare 403(b) Plan (the “BroMenn Plan”), if you rolled over your outstanding loan with your account balance under the BroMenn Plan.

Rollover from Advocate Pension Plan
If you have attained at least age 55 and have terminated employment with the Advocate Companies and you receive a distribution from the Advocate Health Care Network Pension Plan that qualifies as an eligible rollover distribution, you may roll over the distribution from the Pension Plan to the 401(k) Plan (401(k) account has to have an account balance).

Rollover contributions will always be fully vested and will be maintained in separate rollover sub-accounts (your Rollover Account(s)), so that you may keep track of any pre-tax and Roth 401(k) rollover contributions separately.

To initiate a rollover contribution, please complete the Advocate Health Care Network Retirement Savings Plan – 401(k) Rollover Form in accordance with the directions provided and submit the form along with:
• Your rollover amount in the form of a certified or bank check, and
• Supporting documentation, as required on the form.

This form can be found on the web at advocatebenefits.com. After you select Retirement Benefits and log into your Account, select Plan Information; you can download and/or print the form from the web.
To encourage your participation and to help you provide for your future financial security, Advocate will automatically match a portion of your savings each plan year (provided you meet the eligibility requirements described below). The Compensation and Benefits Committee of the Board of Directors of Advocate Health Care Network (the “Compensation Committee”) has the discretion to determine the amount of this employer matching contribution. Currently, Advocate will add 50 cents for each dollar you save, up to 6% of your eligible compensation, by contributing to the Plan. The match is based on your pre-tax and after-tax contributions (but not your catch-up contributions). The maximum Advocate matching contribution you can receive each year is 3% of your eligible compensation. The maximum Advocate matching contribution is also subject to limitations imposed by the Internal Revenue Code. You will be notified of any changes to this matching contribution formula.

Who is Eligible for the Match and When is the Match Contributed

If you complete 1,000 hours of service during a plan year and you are employed on the last day of the plan year, you will receive a matching contribution based on your savings contributed to the Plan during that plan year. For an explanation of how you earn hours of service, please see the Service section on page 18. If you die or terminate employment with an Advocate Company during the year due to a total and permanent disability or after you have reached age 55, you will also receive a matching contribution (provided you are fully vested in your Accounts) based on your contributions to the Plan for that plan year prior to your termination of employment.

Advocate matching contributions and discretionary contributions are recorded in separate accounts in the Plan—your Match Account and your Appreciation Account. These contributions remain tax free, subject to investment gains and losses, as long as they stay in the Plan, and you do not make an in-Plan Roth rollover or transfer of those amounts.
Effective January 1, 2015, Dreyer Clinic, Inc. (“DCI”) became a participating employer in the Plan, and the Dreyer Clinic, Inc. Employees’ Retirement Plan (“DCI Plan”) was merged into this Plan.

Associates who are on the payroll of DCI (“DCI Associates”) will generally be eligible for and become participants in the Plan on the same terms as Advocate employees who are not DCI Associates (“Non-DCI Associates”) (see Who is Eligible and When Participation Begins on Page 7). However, DCI Associates will not be eligible to receive matching contributions under the Plan. Instead, DCI Associates will be eligible to receive the Dreyer Contribution as described on this page.

Who is Eligible for the Dreyer Contribution and When is the Contribution Made

DCI Associates who meet the service and employment requirements will become eligible to receive Dreyer discretionary, non-elective contributions from DCI (previously called a “profit sharing” contribution under the DCI Plan). If you are a DCI Associate, you will begin participating in the Plan for purposes of these Dreyer contributions on the first of the month following the date you have completed two years of eligibility service. For purposes of determining your eligibility for these Dreyer contributions, a year of eligibility service is the 12-month period beginning on your date of hire (and each anniversary of your date of hire in which you complete 1,000 or more hours of service with an Advocate Company). For an explanation of how you earn hours of service, please see the Service section on page 21.

Once you have completed two years of eligibility service, you will become eligible for the Dreyer contribution for each plan year in which you are a DCI Associate, you complete 1,000 or more hours of service during the plan year, and you are employed on the last day of the plan year.

If you die or terminate employment with an Advocate Company during the year due to a total and permanent disability or after you have reached age 55, you will also receive a Dreyer contribution (provided you are fully vested in your Accounts).

The board of directors of DCI, in its discretion, may determine whether Dreyer contributions will be made in a particular plan year on behalf of eligible associates, and the rate of any Dreyer contribution. If a Dreyer contribution is made, it will be equal to a percentage of your Eligible Compensation.

You are always 100% vested in your Dreyer contributions at all times. (see Vesting, page 21).

Associates Who Work for DCI and Another Advocate Entity

Your eligibility for the Dreyer contributions or the Advocate matching contributions will depend on which entity you work, as designated in the Advocate payroll system. If you perform services for DCI and a non-DCI Advocate entity in the same plan year, you will receive a Dreyer contribution and/or Advocate matching contribution in proportion to your Eligible Compensation earned (and, in the case of matching contributions, deferrals made) with respect to each entity.
Plan Accounts

If you participate in the 401(k) Plan, the following Accounts are established for you:

• **Associate Pre-Tax Contributions Account**
  (“Pre-Tax Account”)—This sub-account contains your pre-tax contributions. You are always fully vested in the value of this sub-account.

• **Associate Roth 401(k) After-Tax Contributions Account**
  (“Roth Account”)—This sub-account contains your Roth 401(k) after-tax contributions (including any amounts that you have rolled over into your Roth Account—see *In-Plan Roth Rollovers* on page 27. You are always fully vested in the value of this sub-account.

• **Rollover Account**—This sub-account contains your rollover contributions. You are always fully vested in the value of this sub-account.

• **In-Plan Roth Transfer Account**—This sub-account contains the vested portion of your Plan accounts that you elect to transfer to the In-Plan Roth Transfer Account (see *In-Plan Roth Transfers* on page 27). You are always fully vested in the value of this sub-account.

• **Employer Matching Contributions Account**
  (“Match Account”)—This sub-account contains the matching contributions Advocate makes on your behalf. These contributions are subject to a vesting schedule (see *Vesting*, page 21).

• **Dreyer Discretionary Contributions Account**
  (“Dreyer Account”)—This sub-account contains the non-elective, discretionary contributions DCI makes on your behalf. You are always fully vested in the value of this sub-account. Your Dreyer Account also includes any profit sharing contributions which were made to your account under the DCI Plan before it was merged into the Plan.

• **Discretionary Associate Appreciation Contribution Account**
  (“Discretionary Account”)—This sub-account contains the discretionary associate appreciation contributions that Advocate may make on your behalf. From time-to-time, Advocate may decide to make other discretionary contributions and separate sub-accounts may be established for that purpose. The discretionary contributions are subject to a vesting schedule (see *Vesting*, page 21). However, when determining the amount of any discretionary associate appreciation contribution, the Compensation Committee may also decide that the contribution will be fully vested. For example, the 2009 and 2010 discretionary associate appreciation contributions were immediately 100% vested.

All Accounts under the Plan are adjusted for investment gains or losses. In addition, the Plan Administrator may establish additional sub-accounts to track any prior rollover contributions you may have made to the Plan or certain amounts that are from a plan which was merged into this Plan. References in this SPD to “Plan Accounts” or “Accounts” will mean all of your sub-accounts unless specifically stated otherwise (e.g., because a sub-account is named).

Beneficiary Designation

As a new Advocate associate, you will be asked to name a beneficiary by completing the beneficiary designation process. Your beneficiary will receive the vested portion of your Account balances under the Plan if you die before you receive your benefit.

In general, you may name any person or persons you wish as your beneficiary, including trusts or estates. However, if you are married, your spouse is automatically your beneficiary—unless you elect otherwise and your spouse consents to your designation of another beneficiary by signing the beneficiary designation form in the presence of a notary public.

You may change your beneficiary designation at any time. It’s important to review your beneficiary designation from time to time to be sure it’s up to date. If you don’t name a beneficiary—or if your beneficiary is not living at the time of your death—benefits will be paid to your surviving legal spouse, or to your estate if you do not
have a surviving spouse at the time of your death. Always save a copy of your most recent beneficiary designation for your records. The Plan pays according to records on file with the Plan Administrator, or a valid beneficiary designation form that is presented to the Plan Administrator.

To name or change your beneficiary, you need to complete a beneficiary designation form online at advocatebenefits.com (go to the beneficiary link). When you access this form, you may notice that this beneficiary designation process is administered through Minnesota Life.

If your spouse’s consent is required, you will not be able to complete the beneficiary designation form online. The spousal consent form is available online at Minnesota Life. The completed form (signed and notarized) must then be returned to Minnesota Life.

Note that if the Plan Administrator receives notice prior to the distribution on your Plan Accounts that an individual is responsible for your death, then your Accounts will not be distributed to that individual. For purposes of the Plan, such individual is deemed to have predeceased you. The Plan Administrator will put a hold on the distribution of your Accounts under the Plan for such period of time that is necessary to determine whether the individual is responsible for your death—i.e., whether the individual’s entitlement to any interest in your assets could be denied under any applicable law.

How Your Accounts Grow: Examples
Here are some examples to show how your participation in the 401(k) Plan can help you to:
- Reduce current taxes
- Build retirement income, and
- Diversify the tax burden on your future retirement income.

Reduce Current Taxes
For purposes of this example, let’s assume you have annual eligible compensation of $30,000. The middle column shows your contributions, taxes and spendable income if you save on an after-tax basis—for instance, by putting your savings into a savings account at your local bank or by making Roth 401(k) after-tax contributions to the Plan. The column on the right shows how you can reduce the taxes you pay today and increase your spendable income by saving on a pre-tax basis through the Plan.

These examples assume that you are single and claim one exemption and that you are contributing 6% of eligible compensation on a pre-tax basis to the Plan. They are for illustrative purposes only. For more information on how the Plan affects your tax situation, you should seek advice from your personal tax advisor.
Local Bank
Savings or Roth
401(k) After-Tax
Contribution
<table>
<thead>
<tr>
<th>Pre-Tax Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30,000</td>
</tr>
<tr>
<td>$30,000</td>
</tr>
</tbody>
</table>

Eligible compensation
Less pre-tax contributions (6%)
Taxable income
Less federal tax and withholding
Less local bank savings or Roth 401(k) after-tax contributions (6%)
Spendable Income

<table>
<thead>
<tr>
<th>Eligible compensation</th>
<th>$30,000</th>
<th>$30,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less pre-tax contributions (6%)</td>
<td>–0</td>
<td>–1,800</td>
</tr>
<tr>
<td>Taxable income</td>
<td>$30,000</td>
<td>$28,200</td>
</tr>
<tr>
<td>Less federal tax and withholding</td>
<td>–4,500</td>
<td>–4,230</td>
</tr>
<tr>
<td>Less local bank savings or Roth 401(k) after-tax contributions (6%)</td>
<td>–1,800</td>
<td>–0</td>
</tr>
<tr>
<td>Spendable Income</td>
<td>$23,700</td>
<td>$23,970</td>
</tr>
</tbody>
</table>

**Tax savings: $270**

The extra $270 that you have in spendable income when you save using pre-tax contributions is a result of the current federal taxes that you do not pay.

And don’t forget about Advocate contributions! In this example, when you save 6% using pre-tax or after-tax contributions (or any combination) through the 401(k) Plan, if you are a non-DCI Associate, your Account will receive an employer matching contribution equal to 50% of the first 6% of eligible compensation you save (in this case, that’s $900 in savings in addition to your contributions of $1,800).

Keep in mind that if you are a DCI Associate, you are not eligible to receiving matching contributions. Instead, eligible DCI associates will receive the Dreyer Contribution.

**Note:** This is only an example, based on a 15% tax rate for federal income and Medicare taxes (excluding Social Security), state and local taxes. It is not intended to be an exact calculation of taxes. Your taxes will depend on your personal situation.
Build Retirement Income

Now let’s see how participation in the 401(k) Plan can help build retirement income. The table below show how the savings of the two participants featured in the preceding examples can add up over a period of 5, 15 and 25 years, assuming an 8% annual rate of return on Plan investments and 3% increase in pay. As you can see, when it comes to participating in the 401(k) Plan, it pays to save—after 20 years of contributing to the Plan, investment growth makes up almost half of your total Account balance, which shows the power of compounding interest.

<table>
<thead>
<tr>
<th>Account Balance</th>
<th>Employee Contributions</th>
<th>Match</th>
<th>Investment Growth</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years:</td>
<td>$9,556</td>
<td>$4,778</td>
<td>$2,661</td>
<td>$16,995</td>
</tr>
<tr>
<td>After 10 years:</td>
<td>$20,635</td>
<td>$10,317</td>
<td>$12,588</td>
<td>$43,540</td>
</tr>
<tr>
<td>After 20 years:</td>
<td>$48,367</td>
<td>$24,183</td>
<td>$71,616</td>
<td>$144,166</td>
</tr>
</tbody>
</table>

Diversify the Tax Burden on Your Future Retirement Income

Tax diversification refers to the structuring of your retirement contributions so that you have both taxable and tax-free financial resources for your retirement. With pre-tax contributions, you avoid paying current income taxes, as described and shown in the preceding examples, but you will pay income taxes on the money when it is distributed from the Plan.

Roth 401(k) after-tax savings allow you to make some or all of your Plan contributions on an after-tax basis. In this way, you pay current taxes on your contributions, but you can receive a tax-free distribution of these contributions in the future (provided your distribution is a “qualified distribution”—see Taxes on Your Benefits on page 29).

Consider using both pre-tax savings and Roth 401(k) after-tax savings to build both taxable and tax-free financial resources for retirement. This is known as tax diversification and it could be a smart way for you to save! It’s important to know that if you switch from pre-tax contributions to Roth 401(k) after-tax contributions, you will see a reduction in your take home pay because of the different tax treatment.

Traditional 401(k)  
“Tax-Free Now, Pay Taxes Later”

Roth 401(k)  
“Pay Taxes Now, Tax-Free Later”
Roth 401(k) After-Tax Contributions: Are They Right for You?

The answer to this question depends on your personal situation. The chart below illustrates some situations when people might benefit from making Roth 401(k) after-tax contributions. In any case, you should discuss the opportunity to make Roth 401(k) after-tax contributions with a professional tax advisor.

Who MIGHT benefit from Roth 401(k) savings...

<table>
<thead>
<tr>
<th>Who</th>
<th>Why</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financially, you’re well-prepared for retirement.</td>
<td>Chances are you’ll be in the same or a higher tax bracket in retirement. Any Roth savings will not be subject to income tax.</td>
</tr>
<tr>
<td>You currently contribute the maximum to the 401(k).*</td>
<td>Making Roth 401(k) contributions will provide you tax-diversification. For example, if you contribute $18,000 on a pre-tax basis, you will owe taxes on this amount, plus any earning, in retirement. Contribute $18,000 on a Roth basis instead, and all of it will be tax free in retirement.</td>
</tr>
<tr>
<td>You don’t earn a lot today, so your tax rate is low.</td>
<td>Your career is just getting started. You expect your income—and tax rate—to rise in the years to come.</td>
</tr>
<tr>
<td>You pay taxes at a low rate today (10% or 15%)</td>
<td>Making Roth 401(k) savings would cost you little today and could result in tax savings in retirement.</td>
</tr>
</tbody>
</table>

*Under IRS Guidelines, the maximum 401(k) contribution in 2015 is $18,000 ($24,000 if you are age 50 or older).

Who MIGHT NOT benefit from Roth 401(k) savings...

<table>
<thead>
<tr>
<th>Who</th>
<th>Why</th>
</tr>
</thead>
<tbody>
<tr>
<td>You’re behind on saving and expect Social Security to be the mainstay of your retirement</td>
<td>Chances are your income will fail in retirement. Consequently, you’ll be in a lower tax bracket.</td>
</tr>
<tr>
<td>You have children, a family generally between $20,000 and $50,000 and you receive the earned income tax credit or the additional child tax credit.</td>
<td>Making Roth contributions would raise your taxable income and cost you these valuable tax credits. These credits are more valuable than the Roth 401(k) would be to you.</td>
</tr>
</tbody>
</table>

It is difficult to predict what your tax rate will be in retirement. So many things can affect your tax situation—your income, your family status and your retirement resources, even government tax policy. That’s why you need to carefully consider your savings options—and your long-term retirement savings goals—before deciding which is the best way to save for your future. In the face of uncertain tax future, tax diversification may help meet your retirement goals.

For additional information and modeling tools for pre-tax and after-tax contributions, please visit Advocate Benefits.
Investment of Plan Assets

The 401(k) Plan is funded through a master retirement trust.

All contributions to the Plan are held and invested by the Plan Trustee appointed by Advocate (see page 29). The investments are valued on a daily basis and the individual Accounts established for you will be adjusted to reflect the earnings or losses on investments each day.

Investment Choices

You choose how the contributions to your Plan Account are invested in one or more of the Plan’s many investment funds. This Plan is intended to comply with Section 404(c) of ERISA and regulations thereunder. This means that you exercise control over the assets in your Accounts under the Plan by choosing how such assets will be invested among the broad range of investment alternatives available under the Plan. Because you direct the investment of your Accounts, the Plan fiduciaries may be released of liability for any losses that result from investment decisions made by you.

The Plan offers a broad range of investment funds with different risk and return characteristics. Detailed information about these investment funds is provided in a separate brochure and also is available at advocatebenefits.com.

Note: Advocate reserves the right to discontinue current funds or add new investment funds at any time. You will be notified of any changes.

Guided Savings

Guided Savings is a personalized advisory service from industry expert GuidedChoice®. The service makes smart investing simple—it can:

- Help you decide how much to save for your retirement goals
- Provide a clear, actionable strategy for your retirement assets tailored to your needs and specific plan choices.

And if you select the managed account service, GuidedSavings also provides:

- Account rebalancing every three months
- Annual reallocation based on current information and market conditions
- Annual report on how well you’re doing relative to your goal.

Making Investment Choices

Through Advocate Benefits, you will be asked to indicate what percentage of your Accounts you want to invest in each investment fund. You can allocate your Plan Accounts to multiple investment funds in whole percents; your total investment in all investment funds must add up to 100%. If you do not specify the percentage of your Accounts you want to invest in each investment fund (for example, if you are automatically enrolled in the Plan or when you receive a discretionary employer contribution and are not otherwise enrolled in the Plan) and you take no action to direct the investment of your Account, your Account will be invested in a default investment fund. Currently, the default investment fund is the Target Retirement Fund.

It is important for you to periodically review your investments and make any necessary adjustments to meet your investment objectives for retirement.

All investments involve some degree of risk. The value of your Accounts will go up or down depending on the performance of the investment funds you choose. Either alone or with a qualified investment advisor, you need to choose a level of risk and return that best suits your individual investment needs and goals.

How you invest your Plan Accounts is an important decision, which you should make carefully. It is your responsibility to thoroughly review all the information provided to you by the fund sponsor prior to making your investment choices. Advocate cannot advise you concerning how to invest, nor does it take responsibility for the performance of any investment fund.
**Investment Fund Changes**

With Advocate Benefits, you may change the way your existing Account balances and future contributions are invested as often as you like, although you should note that certain investments may be subject to restrictions or redemption fees (see below). Changing the way your existing balances are invested is separate from changing how your future contributions will be invested. You may change either election, or both, but one choice will not affect the other.

**Automatic Rebalancing**

Automatic Account Rebalancing is the process of realigning your entire account balance to match your most recent investment allocation designation. The realignment is accomplished by selling shares in one investment option (or options) and using the proceeds to purchase shares in another investment option (or options), in order to bring your entire account balance back in line with your current intended investment mix. You may elect for your account to be rebalanced annually, semi-annually or quarterly.

**Market Timing**

You may choose to change your investment choices from time-to-time and the Plan is set up to accommodate these types of changes as they occur, whether in response to an event or emerging trend in the economy, or a change in your personal investment objectives. However, investment changes involve the purchase and sale of shares in a fund, so if the changes occur too frequently—or within a short period of time—they may constitute a pattern of trading known as “market timing” which can have a negative impact on an investment fund’s performance. Investment funds may restrict the frequency with which you may execute trades and/or may impose redemption fees on certain exchanges you may request in order to comply with federal law.

The most up-to-date information about the market timing policies for the investment funds offered through the Plan is in each fund’s prospectus which is available online at Advocate Benefits. To request a copy of a fund’s prospectus, you can access the appropriate investment company website, call Advocate Benefits or link to the website through advocatebenefits.com.

**Account Statements**

You may access Advocate Benefits at any time to get a current balance of your Plan Account. On a quarterly basis, you will receive an email (at the email address that is currently on file with Advocate Benefits) to notify you that a statement reflecting the value of your Plan Accounts is available online through advocatebenefits.com. You have the right to request and obtain, free of charge, a paper version of your quarterly benefit statement by calling Advocate Benefits.

**Fees and Expenses**

There are fees associated with participation in the 401(k) Plan.

You pay the investment management and operational fees associated with the funds that you choose for investing your Plan Accounts. These fees are disclosed in the fund prospectuses, and are taken directly out of each investment fund’s return.

In addition, you may be required to pay a fee associated with certain types of transactions (e.g., taking a Plan loan). At this time, Advocate pays all other Plan fees, which may include record keeping fees, annual audit fees, compliance-related fees, participant transaction fees that are not paid by you, etc. You will receive a notice about any changes to fees you are required to pay.
Vesting

You are always 100% vested in your Pre-Tax account, your Roth Account, your Roth Transfer Account, your Dreyer Account, and your Rollover Account.

You earn a non-forfeitable, permanent right to the value of your Match Account and your Appreciation Account through vesting. Your vested interest in your Match Account and your Appreciation Account is based upon your years of service.

If your date of hire or rehire is prior to January 1, 2013, or if your date of rehire is on or after January 1, 2013, but you completed at least one year of vesting service prior to January 1, 2013, your vested benefit is 20% of the value of your Match Account and Appreciation Account after you complete one year of service. For each year of vesting service, your vested benefit percentage increases by 20%, so after five vesting years, you are 100% vested in your Match Account and your Appreciation Account.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>0%</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>20%</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>40%</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>60%</td>
</tr>
<tr>
<td>5 years but less than 6 years</td>
<td>80%</td>
</tr>
<tr>
<td>6 or more years</td>
<td>100%</td>
</tr>
</tbody>
</table>

For vesting purposes, a “year of service” means each calendar year in which you complete 1,000 or more hours of service with the Advocate Companies.

In addition, you become 100% vested in your Match Account and Appreciation Account if any of the following events occur while you’re employed by Advocate:

- You reach age 55
- You die, or
- You become totally and permanently disabled.

You are considered totally and permanently disabled if you are determined to be disabled for purposes of receiving long term disability benefits under a disability benefit plan sponsored by an Advocate Company or are certified as disabled by the Social Security Administration.

Service

In general, service means the length of time you work for Advocate or one of its affiliated entities (each called an “Advocate Company”). The length of your service determines the portion of your Match Account and your Appreciation Account in which you are vested (see Vesting, page 21).

In addition, your eligibility to receive the matching contributions each year is based on whether you have earned 1,000 hours of service for that year.
**Hours of Service**
You earn an hour of service for each hour you work at an Advocate Company for pay. You also earn hours of service for hours you’re paid while away from work for such things as:
- Paid time off
- Illness and incapacitation (including disability)
- Military duty
- Jury duty
- Leave of absence, and
- Layoff

You also earn an hour of service for each hour of back pay that is awarded by Advocate. However, you won’t receive more than 501 hours of service for any single period away from your job or for which back pay is awarded. For all purposes under the Plan, hours of service are credited as of the date on which you are paid for such hours of service. For example, if you are paid on January 2, 2015 for time worked from December 15 through December 28, 2014, then those hours of service are credited for the plan year in which you were paid (i.e., January 2, 2015).

**Leave of Absence**
Under the Plan, a leave of absence is a period away from work granted by law or Advocate because of your employment in the military or other governmental branches, due to pregnancy or birth or adoption of a child, or for any other reason approved by Advocate. Military or qualifying government employment must be covered under the federal law extending re-employment rights to individuals who enter this service.

**One-Year Break in Service**
If you terminate employment, you will incur a one-year break in service for each calendar year in which you complete fewer than 501 hours of service with an Advocate Company. Once you incur a one-year break in service, you may forfeit the non-vested portion of your Match Account and your Appreciation Account.

**Forfeitures**
If you leave employment with the Advocate Companies for reasons other than your retirement at or after age 55, death or total and permanent disability—and before you complete five years of service—you will forfeit the non-vested portion of your Match Account and your Appreciation Account when you incur a one-year break in service (or on the date you take a distribution of your vested Account, if earlier).

If you are rehired by the Advocate Companies before having five consecutive one-year breaks in service, any forfeiture that has occurred will be credited to your Match Account and your Appreciation Account as of the calendar quarter following the calendar quarter in which you are rehired and the years of vesting service you earn after being rehired will be applied towards the restored amounts.

If you are rehired by the Advocate Companies after five consecutive one-year breaks in service, any previously forfeited amounts will not be restored and you will not have the opportunity to earn additional years of service to restore those forfeited amounts. However, any years of service earned prior to your termination of employment will be counted for purposes of determining the vested portion of any matching or discretionary contributions made on your behalf after your rehire.

Any forfeitures in the Plan that are not needed to reinstate forfeitures of rehired participants will be used to reduce Advocate’s contributions to the Plan and to pay administrative expenses of the Plan.

**Maternity/Paternity Leave**
To prevent a one-year break in service, you will be credited with up to 501 hours of service if you terminate from Advocate because of:
- Your pregnancy.
- The birth or adoption of your child.
- Caring for your child immediately following birth or adoption.
Loans and Withdrawals

The 401(k) Plan is intended to help you save for your retirement. For that reason, once your money goes into the Plan, it generally cannot be withdrawn before you reach age 59½ without incurring early withdrawal penalties and income tax withholding, according to IRS rules. However, the Plan allows you to take a loan or make a withdrawal from your Plan Accounts as described below and in accordance with federal law.

When a financial need arises, you may take a loan from your Plan Accounts.

Loans

You may have one loan outstanding from your Plan Accounts at any time. If you have a loan which remains unpaid, you will not be permitted to take another loan until you have fully repaid that loan. Under prior Plan terms, you may have been permitted to take out more than one loan if you have more than one loan outstanding because you requested the loans under these prior Plan terms, you will not be able to take out another loan until all outstanding loans have been repaid. Additionally, you may have rolled over a loan from the BroMenn Plan. If so, you will not be permitted to take out another loan under the Plan until that loan is repaid. If you have repaid, in full, a prior loan, you have to wait 180 days after final repayment before you can take a new loan.

When you take out a loan, you’re borrowing the money in your Accounts. You pay it back, with interest, to your Accounts through automatic payroll deductions. But remember, you’re paying interest back to yourself, not to a lending institution.

As with any loan, you’ll have to pay it back with a reasonable rate of interest. The Plan Administrator sets the reasonable interest rate you pay on your loan. The length of a loan may be up to five years for a general-purpose loan or up to 10 years if the purpose of the loan is to buy or build your primary residence.

The minimum loan amount is $1,000. By law, the maximum loan amount (for each loan), when added to the balance(s) of any outstanding loan(s) under the Plan or any other retirement plan sponsored by an Advocate Company, is the lesser of:

- $50,000 (less your highest loan balance outstanding during the past 12 months), or
- 50% of the total vested value in your Plan Accounts (and any accounts you may have under other retirement plans sponsored by an Advocate Company).

Therefore, you may borrow from your Plan Accounts once you have accumulated a vested value of $2,000. Advocate Benefits offers a feature you can use to do loan modeling to help you determine what you can borrow.

When you take a loan from your Plan Accounts, you will be charged a $50 loan processing fee.

When a loan is issued, it is taken pro-rata across your investment funds. When loan repayments are made, they are reinvested according to your then current investment elections for new contributions to the Plan.

You may request to continue to repay a loan that is outstanding when you terminate employment if you are receiving long-term disability benefits under the Advocate Disability Income Protection Plan or severance pay following your termination of employment. You must submit your request to continue to repay your loan within 30 days following your termination of employment, and your repayments will continue for up to one year or when you are no longer receiving disability benefits or severance pay, whichever is earlier. To request such continued repayment schedule, contact Advocate Benefits Service Center at 1.800.775.4784.

Special rules apply to participants in active military service. For example, upon request the Plan will limit the interest rate charged on any loan in existence before the participant’s
active military service during a period of active military service to an annual rate of six percent, consistent with the requirements of the Servicemembers Civil Relief Act of 2003. Additionally, a participant with a loan may request a suspension of loan repayment terms during a period of active military service. Upon completion of military service, loan repayments must recommence and the remaining loan balance must be amortized in substantially level installments over the remaining loan term.

If you leave employment with all Advocate Companies before your loan is repaid, you will have to repay the full amount of the loan outstanding. If you don’t repay the outstanding loan amount, your loan will be in default and become taxable to you. Your loan will also be considered in default if (1) you do not make a payment by the last day of the calendar quarter following the calendar quarter in which your last payment was received, (2) you have an outstanding principal balance as of the later of (a) your last scheduled repayment date or (b) the last date of the grace period described in (1), or (3) any other person acquires an interest in your account.

To obtain a loan, use Advocate Benefits. You can use Advocate Benefits to do loan modeling—either online, via voice response system or by speaking to a benefit services representative.

Withdrawals

There are three types of withdrawals that you may be able to make from your Plan Accounts while you remain employed.

• Age 59½ Withdrawals (withdrawals at age 59½ or older)—Once you reach age 59½, you may request in-service withdrawals from your vested Plan Accounts each calendar year. This amount is subject to income tax withholding (unless you roll over the amount you withdraw directly into an IRA or other qualified plan). You can also roll over the non-Roth 401(k) amounts of an age 59½ withdrawal into your Roth Account (see In-Plan Roth Rollovers on page 24 for more information).

• Rollover Withdrawals (withdrawals before age 59½).—As long as you are employed or considered employed by Advocate, you may request a withdrawal from your Rollover Account at any time and for any reason by following the procedures set by the Plan Administrator. If you withdraw a portion of your Rollover Account, the withdrawal amount will be deducted first from your sub-account for pre-tax rollover contributions (if any) and second from your sub-account for Roth 401(k) rollover contributions (if any). You can also roll over non-Roth 401(k) amounts of a rollover withdrawal of pre-tax amounts into your Roth Account (see In-Plan Roth Rollovers on page 24 for more information).

• Financial Hardship Withdrawals (withdrawals before age 59½)—In case of financial hardship, the Plan Administrator may permit you to withdraw some or all of the pre-tax contributions you made to the Plan (but not the earnings on those contributions), the vested portion of your Match Account and Appreciation Account and any Rollover Account you may have.

The definition of a financial hardship under federal law is an immediate and heavy financial need for which you have exhausted all other means to secure a loan and obtain a Plan distribution. You will be required to provide documentation supporting your hardship at the time of your application for withdrawal.
You must meet one of these criteria to apply for a hardship withdrawal:

- Purchase of principal residence.
- Mortgage payments to prevent foreclosure (or rent payments to prevent eviction) from your principal residence.
- Tuition payments for higher education for the next 12 months for you, your spouse or dependents.
- Extraordinary medical expenses not covered by insurance for you, your spouse or dependents.
- Funeral or burial expenses for your parent, spouse, child or dependents.
- Payments to repair damage to your principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of your adjusted gross income).

Advocate’s policy dictates that falsifying any records or documentation, including providing false information regarding financial hardship, is grounds for discipline up to and including dismissal. In addition, the IRS may impose penalties and fines as applicable.

To request a hardship withdrawal, use Advocate Benefits. You will be required to legally attest to and provide documentation of hardship for the withdrawal. The amount of your withdrawal will be limited to the amount of the immediate financial need (plus the amount necessary to cover any applicable taxes). The Plan Administrator reserves the right to deny your request if it determines that your situation does not qualify as a financial hardship.

The dollars that you withdraw as a financial hardship withdrawal will be taxed as ordinary income, and may be subject to an additional 10% early withdrawal penalty tax. Hardship withdrawals may not be rolled over to an IRA, to another qualified plan or to your Roth Account as an in-Plan Roth rollover. In addition, your payroll contributions to the Plan and any other retirement plan sponsored by an Advocate Company will be suspended according to federal law and the applicable plan provisions in effect at the time of your financial hardship withdrawal (currently a period of six months). At the end of such six-month period, the deferral election you had on file immediately prior to the withdrawal will be automatically reinstated and resume as soon as practicable. You may stop or change such contributions (see Stopping or Changing Your Contributions, page 9).

- **Auto Enrollment Withdrawal**—If you are automatically enrolled to participate in the Plan, you may elect to have the amount that was automatically contributed to the Plan (adjusted for investment earnings and losses) paid to you, provided you make this election within 90 days after the date of your first contribution to the Plan. The contribution amount that is paid to you is not eligible for Advocate matching contributions.
Payments from the Plan

Regardless of when or why you leave Advocate, you’re always entitled to your Pre-Tax Account, your Roth Account and your Rollover Account. However, you are entitled only to the portion of your Match Account and your Appreciation Account in which you are vested (see Vesting, page 21).

If You Die While Employed at an Advocate Company
The full value of your Plan Accounts will be paid to your beneficiary by the end of the year following the year of your death or, if your beneficiary is your surviving spouse, no later than the end of the year you would have reached age 70½. If your spouse is your beneficiary and dies before receiving the distribution, his or her beneficiary will receive the full value of your Plan Accounts no later than the date your spouse would have reached age 70½ (see Beneficiary Designation, page 14). The full value of your Accounts includes your Pre-Tax Account, your Roth Account, your Rollover Account, your Match Account and your Appreciation Account, minus any outstanding loan balance(s).

If You Leave Before Retirement
If you leave Advocate before age 55, you are eligible to receive the full value of your Pre-Tax Account, your Roth Account and your Rollover Account and the vested portion of your Match Account and your Appreciation Account (see Vesting, page 21). For more information, see When Payment is Made, across.

If You Become Disabled
If you are determined to be disabled for purposes of receiving long term disability benefits under a disability benefit plan sponsored by an Advocate Company or are certified as disabled by the Social Security Administration, you are eligible to receive the full value of your Plan Accounts.

Form of Payment
The general form of distribution for your payments is a single cash lump sum. Alternatively, you may elect to have your vested account balance under the 401(k) Plan paid in cash installment payments if you satisfy the following requirements:

- You are eligible to receive a distribution of your vested account balance under the 401(k) Plan due to the termination of your employment with all of the Advocate Companies (such as due to retirement on or after age 55, disability, resignation or dismissal);
- Your vested account balance under the 401(k) Plan is at least $5,000; and
- You have attained at least age 55.

Your installment distribution election must specify:

- The frequency (monthly, quarterly, semi-annually or annually) of the installment payments; and
- The duration (number of payments to be made) or specified dollar amount of the installment payments.

Note: If you elect the installment option, you may be charged a $24 annual fee at the beginning of each calendar year during which you receive installment payments. If your election of the installment option causes your total balance in your Plan Accounts to drop below $5,000, you will not be subject to the normal immediate lump sum distribution requirement (see Balances Less Than $5,000 on page 27).

If you die before your benefit is paid, your beneficiary (see Beneficiary Designation, page 14) will receive your lump sum payment. Beneficiaries are not eligible to elect installment payments.

When Payment is Made
You may elect to receive a distribution from the Plan upon your termination from employment with Advocate.
If the total balance in your Plan Accounts is more than $5,000, you may defer payment of your Plan benefit until a future date (but not later than age 70½—see Required Distributions, page 27).

**Balances Less Than $5,000**

If the total balance in your Plan Accounts is $5,000 or less as of the date of your termination of employment or death, the Plan requires an immediate lump sum distribution. To avoid income tax withholding and, if applicable, early withdrawal penalties, this distribution may be rolled over directly into another employer’s qualified plan or an IRA. If the total balance in your Plan Accounts is $1,000 or less, you will receive a lump sum distribution in cash. If the total balance in your Plan Accounts is greater than $1,000, and you fail to elect a distribution from the Plan after termination from employment, the Plan will pay your distribution in a direct rollover to an individual retirement account (IRA) designated by the Plan fiduciaries. Any portion of your Plan Accounts balance from your Roth Account will be paid in a direct rollover to a Roth IRA.

Consistent with the rules issued by the U.S. Department of Labor, the Plan fiduciaries will select an IRA provider to receive automatic rollover distributions from the Plan. If you do not elect a distribution from the Plan after your termination of employment and your Plan balance is automatically rolled over to the IRA (or Roth IRA), you will no longer be a participant in the Plan, but you will be the owner of the IRA (or Roth IRA), have investment direction over the IRA (or Roth IRA) proceeds and may enforce the terms of the IRA (or Roth IRA).

Until you take action to direct the investment of the proceeds, the money will be invested in an interest bearing savings account. While the savings account is insured by the Federal Deposit Insurance Company, it is not guaranteed. The fund is designed to preserve principal and provide a reasonable rate of return while maintaining liquidity.

There may be annual or other fees associates with maintaining an IRA through the provider selected by the Plan Administrator. You will be notified of any such fees if your Plan Accounts are automatically rolled over to an IRA.

**In-Plan Roth 401(k) Rollovers**

You may elect to have all or part of an eligible rollover distribution (other than a distribution from your Roth Account) rolled over to your Roth Account under the Plan (which is referred to in this SPD as an “in-Plan Roth rollover”). An “eligible rollover distribution” is a payment or withdrawal of your Pre-Tax Account, Match Account, Appreciation Account and/or Rollover Account that you are eligible to receive (other than loans and hardship withdrawals). For additional information about how to make an in-plan Roth rollover and the related tax consequences, including a detailed FAQ, please contact Advocate Benefits at advocatebenefits.com or call 1.800.775.4784.

**In-Plan Roth 401(k) Transfers**

Effective December 1, 2014, you may elect to have all or part of the vested portion of your Plan Accounts (other than your Roth Contribution Account) transferred to your In-Plan Roth Transfer Account under the Plan (which is referred to in this SPD as an “In-Plan Roth transfer”). You may make an In-Plan Roth transfer of your vested Account even if you are not otherwise eligible to receive a distribution from the Plan. For additional information about how to make an In-Plan Roth transfer and the related tax consequences, including a detailed FAQ, please contact Advocate Benefits at advocatebenefits.com or call 1.800.775.4784.

**Direct Rollovers**

If you received payment from the Plan that is an eligible rollover distribution, you may be able to roll over your distribution from the Plan to other tax-qualified retirement plan or IRA. To do so, you should contact Advocate Benefits to arrange to have the distribution transferred directly (thereby avoiding mandatory income tax withholding on
the distribution from the Plan). Alternatively, if you receive the distribution in cash, you can contribute it to another tax-qualified retirement plan or to an IRA as a direct rollover within 60 days after you receive the distribution.

**Required Distributions**
If you are not actively employed at age 70½, under IRS rules, payments must begin no later than April 1st of the calendar year following the calendar year you reach age 70½. If you are still actively employed at age 70½, no payments will be made until you end your employment; although you may elect a withdrawal under the Age 59½ withdrawals provision (see *Withdrawals*, page 24).
Taxes on Your Benefits

You can decide how you want to make your contributions to the Plan using either pre-tax contributions or Roth 401(k) after-tax contributions, or a combination of both. The type of contributions you make to the Plan will determine the taxes you pay when your benefits are paid from the Plan.

You pay no federal income taxes on your pre-tax contributions, employer matching and discretionary contributions or any investment gains on these contributions, as long as the money stays in the Plan. However, when all or any part of your Pre-Tax Account, Rollover Account, Match Account, Dreyer Account, and/or Appreciation Account is paid to you or is treated as paid to you, you will be taxed on the total distribution amount, including any investment earnings. Federal taxes will be withheld automatically from your payment unless you request a direct rollover to an IRA or an “eligible retirement plan” (such as another employer’s qualified plan).

You pay federal income tax on your Roth 401(k) after-tax contributions before these contributions go into the Plan or before they are rolled over into your Roth Account. When your Roth Account is paid to you, you will not pay any federal income taxes on your contributions or any investment earnings on those contributions so long as at the time of the distribution you have a “qualified distribution.” A qualified distribution is one which occurs:

- After at least five years from the beginning of the year in which you first began making Roth 401(k) contributions to the Plan (or, if applicable, a prior plan) or elected an in-Plan Roth rollover, and
- After you are at least age 59½, or as the result of your disability or your death.

For any distribution that is not a qualified distribution, investment earnings included in the distribution are taxable.

Advocate cannot give you tax advice. You should get professional tax advice as to what type of contributions may be the best under your financial circumstances. You should also get professional tax advice before you request a payment from your Plan Accounts.
Here is some general information about how a payment from the Plan is taxed under current federal law:

• Since the Plan is meant for retirement, the IRS currently imposes a 10% penalty tax on some payments made before age 59½. This is in addition to any income taxes that may be due. However, the 10% penalty tax may not apply if payment is due to your total and permanent disability or death, medical expenses deductible on your federal income tax return, or a qualified domestic relations order.

• You may be able to defer paying federal income taxes on your lump-sum payment by rolling it over to an IRA or into an eligible retirement plan. This is called a direct rollover. A direct rollover lump-sum payment is made payable to the IRA or eligible retirement plan sponsor. Direct rollovers must be completed within 60 days of the date of the distribution.

• The value of your Roth Account may also be rolled over to a Roth IRA or into a Roth elective contribution account under an eligible retirement plan that will accept such after-tax rollovers in a direct rollover. Again, a direct rollover is a lump-sum payment made payable to the IRA or eligible retirement plan sponsor and must be completed within 60 days of the date of distribution. Distributions paid to you may not be later rolled over to an eligible retirement plan.

• You may be able to roll your distribution to your Roth Account under the Plan. This is called an in-Plan Roth rollover (see In-Plan Roth Rollovers on page 27). If you do, you will be taxed on your pre-tax contributions and any Advocate matching or discretionary contributions (and all investment earnings) at the time of the rollover, but subsequent qualified distributions (as defined above) will be tax-free.

• Federal tax law requires the Advocate Companies to automatically withhold taxes in the amount of 20% from any taxable benefit before it is paid to you. Federal taxes are not withheld on checks made payable directly to an IRA or a Roth IRA or an eligible retirement plan.

• Any additional taxes and penalties you may owe on a distribution paid directly to you are your responsibility. You may wish to contact a tax advisor or financial planner to assist you in determining additional taxes and penalties that may apply to your distribution before you request a payment of your Plan benefits.

More detailed information regarding taxation of your benefits at the time of any payment from the Plan is provided in a Special Tax Notice Regarding Plan Payments. This notice is available on request and will be provided to you automatically before you receive a payment from the Plan. The notice is also available on request or on the Benefits home page at Advocate’s Web site and Advocate Benefits.
How to Apply for Benefits

How to apply for benefits from the Plan, use Advocate Benefits. If you die, your beneficiary should notify Advocate Benefits so they can assist. For purposes of this section, “you” also means your beneficiary, as applicable.

If you move, be sure to update your personal address information with your employer and the Plan Administrator. If you don’t keep your most recent address on file and the Plan Administrator can’t locate you, benefit payments will be delayed, or possibly forfeited unless/until you make a claim for benefits to the Plan Administrator.

Appeal of a Denied Claim

You will be notified in writing in 90 days (180 days in the case of special circumstances) if your claim for benefits is denied, in whole or in part; if special circumstances require an extension of time for processing the claim, you will be notified of the special circumstances and related extension prior to the termination of the initial 90-day period. The notification will include the specific reason for denial, reference to specific Plan provisions upon which the denial is based, a description of any additional materials or information necessary to process the claim (and why such additional information is necessary) and your rights to have the claim reviewed (including a description of the Plan’s appeal procedures and the time limits applicable to such procedures).

Within 60 days after receiving a denial notification, you or your authorized representative may request a review by the Plan Administrator by writing to the address listed in the Administrative Facts on page 33. During this 60-day period, you will be given an opportunity to submit written comments, documents, records and other information relating to the claim for benefits and upon request and free of charge, you will be granted reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

You will usually receive written notice of the review decisions within 60 days of your request. In special circumstances, the Plan Administrator may need another 60 days to reach a decision and you will be notified of the special circumstances and the related need for an extension prior to the termination of the initial 60-day period. If your claim is denied on appeal, you will be given specific reasons for the decision, with specific references to the pertinent Plan provisions on which the decision is based. This notice will also contain a statement regarding your entitlement to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

When writing about the Plan, identify it both by name and the Employer Identification Number (EIN) and Plan Number (see Administrative Facts, page 33).

If you disagree with the Plan Administrator’s decision, you may file a lawsuit for benefits or actions under the Plan, but you must first exhaust the Plan’s appeals procedures described above. If you do not file a claim or follow the Plan’s appeals procedures (such as appeal a denied claim or follow the above time limits for responding), you will give up legal rights, including your right to file a suit in federal court, as you will not have exhausted your internal administrative appeal rights. In addition, any lawsuit you file must be filed within the applicable statute of limitations period, and in no event, no more than two years after the date on which the Plan Administrator issued its final decision on your claim. Any such lawsuit must be filed in the U.S. District Court for the Northern District of Illinois, Eastern Division.

Service of legal process may be made upon the Plan Administrator or Plan Trustee.
Other Important Information

All formal documents relating to the Plan are available for your inspection from the Senior Vice President, Human Resources, Advocate Health Care. Advocate Benefit Services can make arrangements for you to see them during normal business hours. You also may obtain a copy upon the payment of a reasonable fee to cover the cost of reproduction. Your request (in writing) should be sent to:

Senior Vice President, Human Resources
Advocate Health Care Network
3075 Highland Parkway
Downers Grove, IL 60515
1.630.572.9393

ERISA established the PBGC to provide benefit insurance for employees covered by a qualified defined benefit pension plan. Since this Plan is a qualified defined contribution plan, not a qualified defined benefit plan, federal law does not permit this Plan to be covered by the PBGC.

Military Leave
If you take a leave of absence from Advocate for military service, special rules may apply to you. To the extent required by federal law, you may receive service credit for qualifying military service and/or you may have the opportunity to make up missed contributions to the Plan. In addition, if you are on active duty in the military for a period of 30 or more days, you may be able to receive a distribution of your pre-tax contributions, provided that you suspend additional elective contributions for six months. If you will be taking military leave, please contact Advocate Benefits Service Center (visit advocatebenefits.com or call 1.800.775.4784 for additional information about these special rules.

W-2 Reporting
Current federal law requires that the “Retirement Plan” box on the Form W-2 be marked if any employee, employer or forfeiture contributions are made to your account under a 401(k) plan regardless of whether you receive a benefit from the Plan. In most cases, this affects eligibility for IRA contributions. For more information on how this may affect you, please refer to IRS Publication 590 (Individual Retirement Arrangements) and contact your personal tax advisor.

Assignment of Benefits
In most cases your rights under the Plan and your Plan Accounts cannot be attached, garnished or otherwise taken over by a creditor. Similarly, you don’t have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or rights that you expect to receive from the Plan.

However, under certain court orders (for example, qualified domestic relations orders (“QDROs”)) the Plan Administrator may be required to pay some of your benefits to someone else (for example, your former spouse or your children). As soon as you’re aware of any court proceeding that may affect your benefit, contact Advocate Benefits Service Center. The Plan Administrator will determine whether a domestic relations order is a QDRO.

Upon request, participants and beneficiaries can obtain copies of the Plan’s procedures for QDROs and sample QDROs from the Plan Administrator without charge.

If you (or your beneficiary) are unable to care for your own affairs, any payments due may be paid to someone who is authorized to manage your affairs. This may be a relative or a court-appointed guardian.

No Guarantee of Employment Rights
Nothing in the Plan gives any associate the right to be retained in the service of Advocate. Nor does it interfere with the right of Advocate to discharge or discipline any associate at any time.
Top Heavy Plan Rules
If, in any Plan Year, the Plan is determined to be a “top-heavy plan”—that is, the sum of cumulative accrued benefits or account balances (as applicable) for certain associates (those that are considered “key employees” under IRS rules) under all of Advocate’s defined benefit plans or defined contribution plans (as applicable) exceed 60% of the total accrued benefits and account balances for all associates—certain minimum vesting or benefit accrual rules (as applicable) may apply.

If the Plan ever becomes top heavy, you will be advised of the effect, if any, on your benefits.

Plan Administrator’s Decisions
The Plan Administrator is the Benefit Plan Administrative Committee for Non-Church Plans. The Plan Administrator has the discretionary authority to interpret the Plan to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan Administrator also has the discretionary authority to make determinations as to whether any individual is entitled to receive any benefits under the Plan. The decisions of the Plan Administrator will be final and conclusive.

Plan Amendments or Termination
Advocate expects the Plan to continue without change. However, Advocate reserves the right to amend, modify or terminate the Plan at any time for any reason. If material changes are made in the future, you will be told about them in writing. Any changes made to the Plan will not take away any vested amounts already in your Accounts.

If the Plan is terminated, or if there is a partial termination affecting you, you will become 100% vested as of the date of such Plan termination or partial termination.

If the Plan is merged or consolidated with another plan, or if your accrued benefit is transferred to another plan, your current accrued benefit under the new plan would, immediately after the change, be at least equal to the amount you would be entitled to if the Plan had been terminated before the change.

Administrative Facts
Information regarding the administration of the 401(k) Plan is provided below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Name</td>
<td>Advocate Health Care Network Retirement Savings Plan – 401(k)</td>
</tr>
<tr>
<td>Employer Identification Number (EIN)</td>
<td>36–2167779</td>
</tr>
<tr>
<td>Plan Number</td>
<td>004</td>
</tr>
<tr>
<td>Type of Plan</td>
<td>Defined Contribution/401(k)</td>
</tr>
<tr>
<td>Plan Year</td>
<td>January 1 – December 31</td>
</tr>
<tr>
<td>Plan Sponsor</td>
<td>Advocate Health Care Network 3075 Highland Parkway Downers Grove, IL 60515 1.630.572.9393</td>
</tr>
<tr>
<td>Plan Administrator</td>
<td>Benefit Plan Administrative Committee for Non-Church Plans c/o Senior Vice President, Human Resources Advocate Health Care Network 3075 Highland Parkway Downers Grove, IL 60515 1.630.572.9393</td>
</tr>
<tr>
<td>Plan Trustee</td>
<td>Northern Trust Company 50 South LaSalle Street Chicago, IL 60675 1.312.557.2878</td>
</tr>
<tr>
<td>Agent for Service of Legal Process</td>
<td>Plan Administrator or Plan Trustee</td>
</tr>
<tr>
<td>Plan Benefits Provided By</td>
<td>Plan Sponsor</td>
</tr>
<tr>
<td>Collective Bargaining Agreements</td>
<td>Individuals covered under a collective bargaining agreement with the International Union of Operating Engineers, Local 399, AFL-CIO participate in the Plan. Updated information may be obtained from the Plan Administrator. You may obtain a copy of the collective bargaining agreement by submitting a written request to the Plan Administrator.</td>
</tr>
</tbody>
</table>
Accelerated Vesting

Under special circumstances, Advocate Health Care Network, in its discretion, may make a participant’s Plan Account fully vested and nonforfeitable as of a particular date, regardless of the participant’s years of service. This may happen, for example, in connection with certain types of corporate activities (such as a sale of a business unit). Any such special vesting rules will satisfy applicable nondiscrimination rules. The table below shows the participants whose accounts have been 100% vested as of the specified effective date under such special circumstances.

<table>
<thead>
<tr>
<th>Affected Participants whose Accounts became Fully Vested</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you were employed by Parkside Development Corporation (“Parkside”) immediately prior to October 1, 2000 and ceased employment with Parkside and Advocate on October 1, 2000</td>
<td>October 1, 2000</td>
</tr>
<tr>
<td>If you were employed by Parkside Associates, Inc (“PAI”) in PAI’s Employer survey business immediately prior to December 4, 2000 and ceased employment with PAI and Advocate on December 4, 2000</td>
<td>December 4, 2000</td>
</tr>
<tr>
<td>If you were actively employed with Bethany Hospital (“Bethany”) until such date as specified by Bethany (no later than September 30, 2006) and were involuntarily terminated without cause from employment with Bethany and Advocate as a result of the restructuring of Bethany in 2006</td>
<td>As of your date of involuntary termination of employment in 2006</td>
</tr>
<tr>
<td>If you (i) were on inactive employment status with Bethany due to a disability, workers’ compensation or any other authorized leave of absence, (ii) performed services for Bethany immediately before the date you went on inactive employment status, (iii) remained employed at Bethany (in the inactive status described above) until such date as specified by Bethany (no later than September 30, 2006), and (iv) were involuntarily terminated without cause from employment with Bethany and Advocate as a result of the restructuring of Bethany in 2006</td>
<td>As of your date of involuntary termination of employment in 2006</td>
</tr>
<tr>
<td>If you were employed by Lutheran General Children’s Day Care Center (“LGCDC”) immediately before June 1, 2009, were terminated on May 31, 2009 in connection with the sale of assets associated with the operation of LGCDCC to Kids Hope United, and, as a result, you became an employee of Kids Hope United</td>
<td>June 1, 2009</td>
</tr>
<tr>
<td>If you were employed by Advocate Bethany Hospital before July 1, 2010, and you were terminated on July 1, 2010 in connection with the sale of assets associated with the long term care hospital services of Advocate Bethany Hospital to RML Health Providers Limited Partnership</td>
<td>July 1, 2010</td>
</tr>
<tr>
<td>If you were employed by Advocate Bethany Hospital before July 1, 2010, and you terminated employment with all Advocate Companies and immediately became an employee of RML Health Providers Limited Partnership on or before July 1, 2010, in connection with the sale of assets associated with the long term care hospital services of Advocate Bethany Hospital to RML Health Providers Limited Partnership</td>
<td>The date you became an employee of RML Health Providers Limited Partnership</td>
</tr>
<tr>
<td>If you were employed by an Advocate Company to provide services to the school-based health centers operated by Advocate Illinois Masonic Medical Center (“IMMC School Health Centers”) immediately prior to July 4, 2011 and terminated employment with all Advocate Companies on July 4, 2011 in connection with the sale of assets associated with the IMMC School Health Centers to Erie Health Center</td>
<td>July 4, 2011</td>
</tr>
<tr>
<td>If you were employed by an Advocate Company to provide services to Orland Park Surgical Center, LLC (“OPSC”) immediately prior to April 1, 2012 and terminated employment with all Advocate Companies on April 1, 2012 in connection with the unit transfer agreement with Midwest Physician Group Ltd.</td>
<td>April 1, 2012</td>
</tr>
<tr>
<td>If you were employed by the Advocate Condell Centre Club – Libertyville or the Advocate Condell Centre Club – Gurnee (the “Centre Clubs”) immediately prior to March 1, 2014 and terminated employment with the Centre Clubs and all Advocate Companies on March 1, 2014 in connection with the transfer of the Center Clubs to Midtown Health, LLC</td>
<td>March 1, 2014</td>
</tr>
</tbody>
</table>
Prior Plan Information

Advocate Health Care Network has grown. To make this expansion possible, several hospitals have joined Advocate in past years. It’s important that all associates have one retirement program that provides a consistent level of retirement benefits. To accomplish this, most associates who join Advocate are eligible to participate in the Plan. If you joined Advocate as part of a merger or acquisition, your retirement benefits under your prior employer’s plans may have been merged into Advocate’s plans. Generally, if your benefits under your prior employer’s plans are payable under the Advocate 401(k) Plan, then those benefits (to the extent they are vested) will be paid out under the same terms as other Advocate 401(k) Plan benefits (see Payments from the Plan, page 26). In certain circumstances, special rules regarding vesting, service, matching and discretionary contributions, Plan loans and distributions may apply under the Plan for those participants who participated in a prior employer plan. If you have any questions, you should contact Advocate Benefits. The table below shows which plans have merged into Advocate’s plan.

<table>
<thead>
<tr>
<th>If you were a participant in the following plan:</th>
<th>Any benefit not yet paid to you that you are vested in will be paid from the following plan:</th>
<th>Prior Employees:</th>
</tr>
</thead>
<tbody>
<tr>
<td>401(k) Plan of Ravenswood Health Enterprises, Inc.</td>
<td>Advocate Health Care Network Retirement Savings Plan – 401(k)</td>
<td>Ravenswood Health Enterprises</td>
</tr>
<tr>
<td>Advocate Medical Group Retirement Savings Plan</td>
<td>Advocate Health Care Network Retirement Savings Plan – 401(k)</td>
<td>Advocate Medical Group, S.C.</td>
</tr>
<tr>
<td>Condell Medical Center 401(k) Retirement Savings Plan</td>
<td>Advocate Health Care Network Retirement Savings Plan – 401(k)</td>
<td>Condell Health Network Condell Medical Center Lake County Community Service Corporation Medical Center Enterprises, Inc. Medical Center Properties, Inc.</td>
</tr>
<tr>
<td>Dreyer Medical Clinic Employees’ Retirement Plan</td>
<td>Advocate Health Care Network Retirement Savings Plan – 401(k)</td>
<td>Dreyer Clinic, Inc.</td>
</tr>
<tr>
<td>Evangelical Health Systems Corporation Matched Savings Plan</td>
<td>Advocate Health Care Network Retirement Savings Plan</td>
<td>Evangelical Services Corporation (High Technology, Concerned Care Corporation)</td>
</tr>
<tr>
<td>Evangelical Services Corporation Retirement Savings Plan</td>
<td>Advocate Health Care Network Retirement Savings Plan – 401(k)</td>
<td>Evangelical Services Corporation (High Technology, Concerned Care Corporation)</td>
</tr>
<tr>
<td>Lutheran General HealthSystem Retirement Savings Plan(b)(9)</td>
<td>Advocate Health Care Network Retirement Savings Plan</td>
<td>Lutheran General HealthSystem Retirement Savings Plan(b)(9)</td>
</tr>
<tr>
<td>Sherman Health Systems Consolidated Retirement Savings Plan</td>
<td>Advocate Health Care Network Retirement Savings Plan – 401(k)</td>
<td>Sherman Health Systems Sherman Home Health Care Corporation Sherman West Court Health Visions, Inc. Sherman Hospital Sherman Health Foundation</td>
</tr>
</tbody>
</table>
As a participant in or beneficiary of the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan participants shall be entitled to:

**Receive Information about Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator’s office and at other specified locations such as work sites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated 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 participant a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit and if so, what your benefits would be if you stop working under the Plan now. 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.

**Prudent Actions by Plan Fiduciaries**

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants 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 pension benefit or exercising your rights under ERISA.

**Enforcing Your Rights**

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 the documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you have sued to
pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have 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 Area 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.

**Conclusion**

Several important Plan provisions such as participation, benefits and distributions are highlighted in this SPD. This booklet, however, cannot answer everyone’s questions. Continuous changes in the law affect the rules governing your benefits and unanticipated situations may arise. If there is any conflict between this SPD and the provisions of the Plan, the Plan documents will govern. The Plan Administrator has absolute discretionary authority to determine eligibility for benefits and to construe the terms of the Plan.