

**Our Lady of Lourdes Hospital at Pasco
Lourdes Health Network
Lourdes Medical Center
Lourdes Counseling Center**

Retirement Savings Plan

Summary Plan Description *Benefits for Inspired People*

Effective Jan. 1, 2008 and amended
Sept. 19, 2008



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Introduction

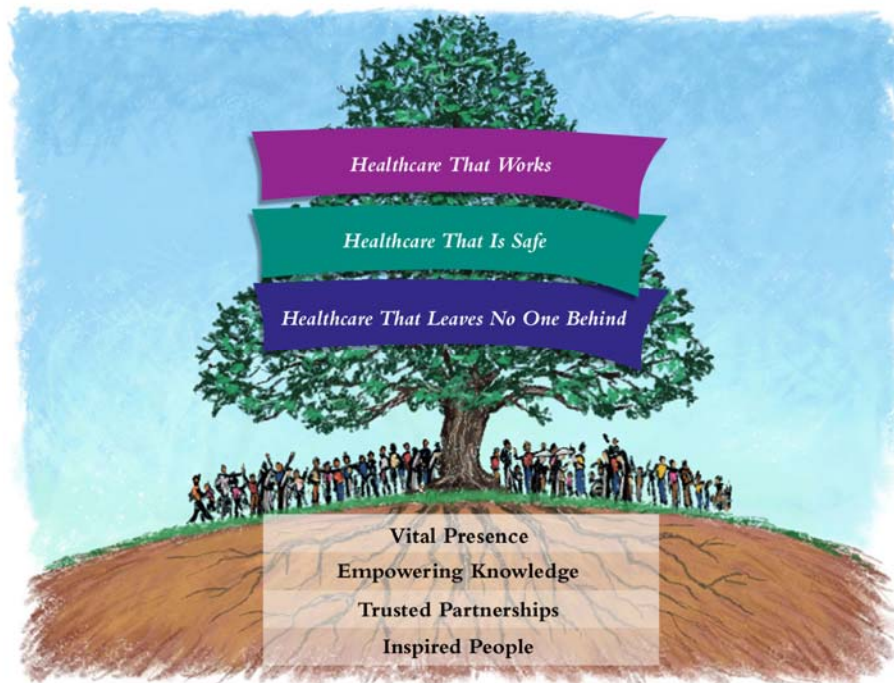
Ascension Health responds to an ever-changing workplace by building a community of associates that is respected, recognized and rewarded. We seek balance in our work and in our lives. As a Catholic-sponsored healthcare organization, we encourage spirituality in the workplace.

We are committed to being an organization that includes associates of both genders, multiple ethnic backgrounds and many faiths — an organization that is enriched by the diverse talents and viewpoints of our people. We value creativity, risk-taking and innovation. Consistent with its mission to serve all

people with special attention to those who are poor and vulnerable, Ascension Health (www.ascensionhealth.org) is an innovative leader in transforming healthcare through patient-centered, holistic care of the highest clinical quality.

Ascension Health is the nation's largest Catholic and largest nonprofit health system, with more than 107,000 associates serving in 20 states and the District of Columbia.

Every associate at Ascension Health is unique and comes to us with different needs. We strive to have benefit programs in place that meet those needs.



Retirement Program Philosophy

Ascension Health recognizes that the individuals who work in its Health Ministries are the primary means by which its mission is accomplished. In appreciation for your long-term contribution to the mission, Ascension Health and Lourdes have established a Retirement Program to assist you in meeting your retirement needs.

Your *Employer* believes that each individual has the primary responsibility to plan and provide for his/her retirement. Your total retirement plan is made up of three parts – the *Employee's* share, the government's share and the *Employer's* share. Therefore, the Retirement Program is based on the following three principles:

- The *Employee's* share is provided through a systematic savings plan and contributions to Social Security.
- The government's share of your retirement is provided through Social Security and other tax-supported programs.
- The *Employer's* share is provided through the Retirement Program, including this Retirement Savings Plan, as well as through *Employer* contributions to Social Security.

Your *Employer* is committed to maintaining the retirement program and to providing retirement education and planning assistance to employees. Reaching your personal retirement goals is a shared responsibility between you and Ascension Health.

Ascension Health and Your Health

Ministry Provide:

- ❑ competitive and socially just benefit plans
- ❑ financial education and training
- ❑ financial planning tools

You:

- ❑ learn about the Ascension Health Retirement Savings Plan and how to take full advantage of our investment in you
- ❑ actively plan and save for retirement
- ❑ use the tools and resources available to you to make planning easier
- ❑ carry out your responsibility, as a *Participant*, to direct your investments to ensure they are positioned to best meet your needs over the long term

This Information Is a Summary

The information in this Summary Plan Description (SPD) is intended to serve as a summary of the Ascension Health Retirement Savings Plan, effective Jan. 1, 2008, and amended effective Sept. 19, 2008.

The *Plan* consists of two plans:

- a tax-sheltered annuity (TSA) plan, also called a 403(b) plan or tax-deferred annuity (TDA) plan, which provides for your before-tax contributions. This *Plan* is officially called the Ascension Health 403(b) Retirement Savings Plan.
- a 401(a) profit-sharing plan which provides for your *Employer* contributions. This *Plan* is officially called the Ascension Health Employer Contribution Account.

The two plans, collectively, are referred to as the Ascension Health Retirement Savings Plan. The *Plan* is eligible for the tax benefits under sections 403(b) and 401(a) of the Internal Revenue Code.

Benefits described in this SPD do not apply to leased employees, independent contractors, or associates represented by a collective bargaining agreement, unless the collective bargaining agreement specifically provides for participation in this *Plan*.

Right to Amend or Discontinue the Plan

Participating Institutions expect and intend to continue the *Plan* and its benefits as described in this SPD; however, as with any employer-provided benefit program, *Participating Institutions* have the right to withdraw participation from the *Plan* at any time. Ascension Health reserves the right to amend or suspend contributions to this *Plan*, or terminate the *Plan* at any time and for any reason. The authority to make such changes rests with the Board of Trustees of Ascension Health or its designee. Any such amendment or termination of the *Plan* shall be made through resolutions adopted by the Board of Trustees or its designee.

Please retain this SPD with your valuable financial papers.

This summary does not constitute a contract of employment or a guarantee of retirement benefits or future employment. In addition, your eligibility and participation in the *Plan* described in this SPD should not be construed as an employment contract.

If there are any discrepancies between the information in this SPD and the official *Plan* documents, the terms of the *Plan* documents will prevail.

Certain words in this SPD are italicized. These words are defined in the Glossary in the next section. You may find it helpful to consult the Glossary as you read the SPD.

Glossary

Administrator – The *Administrator* of the Retirement Savings Plan, which is the Ascension Health Pension Committee. The Pension Committee has established a Sub-Committee to carry out operational responsibilities, including review of claim appeals.

Associated Entity or Entities – Any entity specifically designated as an *Associated Entity* by your Health Ministry in the *Plan* documents. *Contact your Human Resources/Benefits Department if you need to know if a particular institution is an Associated Entity.*

Beneficiary(ies) – The person, persons, estate or trust you designate to receive your *Plan Account* balance in the event of your death. Your completed beneficiary designation form must be received by Diversified (by mail or personal delivery) for your designation to be valid. You may obtain a form online by visiting www.divinvest.com or request a form from your Diversified On-Site Representative. If you are married, you must obtain written *Spousal Consent* to name someone other than your *Spouse* as *Beneficiary*.

Benefit Service – You earn one year of *Benefit Service* for a calendar year in which you have at least 500 *Hours of Service* and are employed on the last day of the calendar year in a category of *Employees* eligible for *Employer Automatic Contributions*. You may also earn a year of *Benefit Service* in the year in which your employment terminates:

- after you attain age 55 and have 5 years of *Vesting Service*,
- after you attain age 65, or
- by reason of your death.

Break in Service – Occurs when you earn less than 500 *Hours of Service* during a calendar year, whether you are actively employed or not. If you are not *Vested* and your consecutive Breaks in Service equal or exceed 5, then you forfeit the *Vesting Service, Benefit Service, and Service Points* earned prior to the break as well as your *Plan Account* balance(s) that are not *Vested*.

Current Employee – An *Employee* who is employed on Dec. 31, 2007; or, any *Employee* who has credited service under the Ascension Health Pension Plan (or any defined benefit pension plan of any *Participating Institution* which is a part of the Ascension Health Retirement Program) and who has not yet lost credited service under the break-in-service rules of that defined benefit pension plan. However, if the *Participating Institution* did not maintain a defined benefit pension plan, then the individual will be considered a *New Employee*.

Earnings – This is your pay such as base, overtime, shift differential, on-call and other performance-related pay and incentives – plus amounts you elect to defer on a before-tax basis to:

- the Ascension Health Retirement Savings Plan, a Section 403(b) plan, or
- a Section 457(b) plan.

Excluded from Earnings are:

- PTO cash-outs whether voluntary or involuntary
- Hiring, referral, retention and other non-performance related bonuses and reimbursements

- Imputed income (for example, imputed income on life insurance above \$50,000)
- Severance pay
- Section 457(f) and Section 451 plan deferrals and distributions

See *Appendix C* for more details.

A federally mandated earnings limitation is in effect. For 2009, the earnings limitation is \$245,000. This means that your pay in excess of this limit will be excluded from *Earnings* and will not be included in determining contributions to the *Plan*. The limit is subject to future changes as determined by law.

Employee – A person who renders services for pay for a *Participating Institution*, excluding independent contractors. Leased employees are considered *Employees* but may not become *Participants*.

Employer – Your employer as listed on your W-2 tax form. See also “*Participating Institution*.”

Employer Automatic Contribution – An annual contribution amount, equal to a percentage of *Earnings*, as elected by your *Employer*.

Employer Matching Contribution – The contribution amount made each pay period by your *Employer* based on your contributions to the *Plan* and a formula elected by your *Employer*.

Frozen After-Tax Account – A sub-account of your *Plan Account* that includes any after-tax contributions you may have made to another plan which your employer transfers to this *Plan*.

Frozen Employer Contribution

Account – If your *Employer* has made contributions on your behalf to another plan and has transferred those assets to this *Plan*, your *Plan Account* will include this sub-account.

Frozen Matching Account – If your *Employer* has made contributions on your behalf to another plan and has transferred those assets to this *Plan*, your *Plan Account* will include this sub-account.

Hours of Service – Hours you work and for which you receive pay plus certain hours you do not work, for example: vacation, holiday, sick leave, *Leaves of Absence*, military leave, hours for which back pay is awarded, and certain periods of disability.

Excluded from *Hours of Service* are:

- Hours related to pay that is excluded from *Earnings* (see above and *Appendix C*)
- On-call hours
- Low census hours (if you are paid not to report to work)

Leave(s) of Absence – An absence from work which is not treated as a termination of employment under a consistent leave of absence policy of the Health Ministry.

New Employee – Any *Employee* who is not a *Current Employee*.

Participant – An *Employee* who authorizes a participating *Employer* to reduce his or her *Earnings* by a specific amount and contribute that amount to the *Plan* and/or who has an *Plan Account* balance; or an *Employee* who meets the eligibility requirements for *Employer* contributions even if the *Employer* does not

make contributions. The following *Employees* are excluded: leased employees and associates represented by a collective bargaining agreement (unless the collective bargaining agreement specifically provides for participation in this *Plan*).

Participant Rollover Account – A sub-account of your *Plan Account* that will include any rollover contributions from another plan that you have made or may make in the future.

Participating Institution – Ascension Health, the *Plan Sponsor*, and any other institution or its successor which adopts the *Plan* with the consent of the Ascension Health Board of Trustees or its designee.

Participating Institution Account – A sub-account of your *Plan Account* that includes any *Employer Automatic Contributions* as well as any discretionary and non-discretionary contributions that are transferred to the account.

Plan – The Ascension Health Retirement Savings Plan which includes the Ascension Health 403(b) Retirement Savings Plan, a restatement of the former Ascension Health TSA Savings Plan which provides for *Employee* before-tax savings, and the Ascension Health Employer Contribution Account, a 401(a) plan.

Plan Account – An account with the *Plan's* recordkeeper (currently Diversified Investment Advisors) that includes your *Salary Deferral Account*, your *Employer Matching Contribution* account, your *Participating Institution Account*, and any *Frozen After-Tax Account* and/or *Rollover Account* you may have.

Profit Sharing Plan – A type of retirement plan under which an employer may, under the terms of the plan, make fixed or discretionary contributions. These contributions are subject to limits set by the Internal Revenue Code.

Salary Deferral Account – A sub-account of your *Plan Account* containing your before-tax *Employee* contributions and related investment earnings.

Service Point – A unit used in calculating *Employer Automatic Contributions*. One *Service Point* is awarded for each calendar year after the *Transition Effective Date* in which an eligible *Employee* is credited with at least 500 *Hours of Service*. *Service Points* before the *Transition Effective Date* are based on 1,000 hours per *Plan* year and the match formula before the *Transition Effective Date*.

Spousal Consent – The written agreement of your *Spouse*, which is required if you are married and wish to name someone other than your *Spouse* as *Beneficiary*.

Spouse – The person to whom you are married as determined under the law of the state of your residence and who is of the opposite gender of you.

Transition Effective Date – The date the *Participating Institution* adopted the plan design described in this SPD, as follows: Jan. 1, 2008.

Vested – The term used to describe your right to your *Plan* account. You always are 100% *Vested* in your contributions and your *Employer Matching Contributions*. You

are *Vested* in your *Participating Institution Account* after 3 years of *Vesting Service* or as a result of attaining age 65 or in the event of your death

Vesting Service – You earn 1 year of *Vesting Service* for each calendar year in which you have at least 1,000 *Hours of Service*.

Plan Highlights

<p><i>You are eligible to participate by making before-tax contributions to the Plan through payroll deduction:</i></p>	<p>If you are an <i>Employee</i>. Your contributions can be as little as \$1 or 1% or as much as 80% of <i>Earnings</i>, but no more than the limit on tax-deferred savings contributions in effect each calendar year. The limit is \$16,500 in 2009, indexed thereafter. Beginning at age 50, a catch-up provision allows you to contribute an additional amount, \$5,500 in 2009, indexed thereafter.</p>
<p><i>You may receive Employer Matching Contributions:</i></p>	<p>If you are an <i>Employee</i> regularly scheduled to work at least 40 hours per pay period (20 hours per week). You are not eligible if you are not regularly scheduled to work at least 40 hours per pay period.</p> <p>The <i>Employer Matching Contribution</i> begins the first pay period following the anniversary of your date of hire and completion of 24 consecutive months of employment in a category of <i>Employees</i> who are eligible for the <i>Employer Matching Contribution</i>.</p> <p>Effective Jan. 1, 2008, the <i>Employer Matching Contribution</i> is \$1.00 for each dollar you contribute, on the first 5% of your <i>Earnings</i> contributed each pay period.</p>
<p><i>Effective Jan. 1, 2008, you are also eligible to receive an Employer Automatic Contribution:</i></p>	<p>If you work enough <i>Hours of Service</i> and meet other eligibility requirements. Initially, you must work at least 1,000 <i>Hours of Service</i> in one calendar year. Thereafter, to receive the annual contribution each year, you must earn a year of <i>Benefit Service</i>.</p> <p>The <i>Employer Automatic Contribution</i> is an annual contribution made following the calendar year in which you are eligible. For example, if you are eligible in 2009, the contribution will be deposited in your account early in 2010, based on your <i>Earnings</i> in 2009. If you are not making contributions to the <i>Plan</i>, an account will be opened on your behalf when the first deposit is made.</p> <p>The contribution is a percentage of <i>Earnings</i> based on <i>Service Points</i>; for example, 2.25% of <i>Earnings</i> if <i>Service Points</i> are less than 5 years.</p>
<p><i>You are vested:</i></p>	<p>Immediately — in your <i>Employee</i> contributions and <i>Employer Matching Contributions</i> and related interest and earnings.</p> <p>After 3 years of <i>Vesting Service</i> (or as a result of attaining age 65 or in the event of your death) — in any <i>Employer Automatic Contributions</i>.</p>
<p><i>You may invest your contributions and your employer contributions in:</i></p>	<p>The investment options available under the <i>Plan</i>. Visit www.divinvest.com for the most up-to-date information about the options. You may change your investment allocation at any time. Such a change is not applied retroactively.</p>
<p><i>Your account may be withdrawn in the event of separation of service due to:</i></p>	<ul style="list-style-type: none"> ▪ Retirement ▪ Death ▪ Termination of employment
<p><i>You have access while still employed to:</i></p>	<ul style="list-style-type: none"> ▪ A loan from your <i>Salary Deferral Account</i> ▪ A portion of <i>Employee</i> contributions under conditions of financial hardship ▪ All or a portion of any <i>Frozen After-Tax Account</i> and/or <i>Rollover Account</i> (except rollovers invested with VALIC before Jan. 1, 2004) ▪ All or a portion of your <i>Plan Account</i> after attaining age 59½

Section 1: Employee and Employer Contributions

Employee Contributions

All *Employees of Participating Institutions*, except leased employees and associates represented by a collective bargaining agreement, are eligible to participate in the *Plan* by making before-tax contributions. This includes PRN (pool, per diem, casual, or contingent) status associates.

You are eligible to make before-tax contributions in the *Plan* as soon as administratively feasible on or after your first day of employment or reemployment.

Participation is voluntary. If you do not wish to participate when first eligible, you may start making contributions at a later time by enrolling in the *Plan* online or by phone.

Generally, you may elect to contribute up to 80% of your *Earnings*, or up to the Internal Revenue dollar limit for the calendar year, whichever is less. The dollar limit on *Employee* contributions is \$16,500 for 2009, indexed thereafter. At the end of Section 1, you will find additional details about limits on contributions and provisions that may allow you to make additional contributions.

The following *Employees* may not participate: leased employees and associates represented by a collective bargaining agreement unless the collective bargaining agreement specifically provides for participation in this *Plan*. Independent contractors are not considered *Employees* and may not participate.

How to Enroll

Enrollment is easy. Follow these simple steps:

- Decide how much you wish to contribute each pay period. You may save a percentage of your *Earnings* or a fixed dollar amount.
- Decide how you wish to invest your *Employee* and *Employer* contributions. You can find information about your options in section 2 of this SPD, in your enrollment kit, or on-line at www.divinvest.com. If you need help, please call your Diversified On-Site Representative or call toll-free 877.346.7284
- To enroll online, log on to www.divinvest.com where you will enter your contribution rate and investment fund selections. You will need to make a separate investment fund election for any *Employer* contributions if you meet the eligibility requirements for those contributions. You may also obtain a form to name your *Beneficiary*.
- You may also enroll by phone. Call 877.346.7284 and select option 2 to speak with a Participant Advisory Counselor. They can help you create a retirement savings strategy, assist you in deciding how much to contribute, and guide you in selecting the investment funds that fit your strategy.
- Once you're enrolled, Diversified Investment Advisors will mail a Welcome Kit to your home. The kit will contain a confirmation of your contribution rate and investment fund elections.

Except for directing investments and receiving benefits, participation ends with your retirement, death, employment termination from all *Participating Institutions* or *Associated Entities*, or with the beginning of a period of unpaid absence other than a leave of absence.

You designate how much you wish to contribute online or by calling 877.346.7284, option 2. Your contribution will be **deducted from your paycheck each pay period** and deposited in your *Plan Account*.

Your contribution will be deducted on a **before-tax** basis. By saving on a before-tax basis, you defer paying federal and (in most states) state income taxes on your *Employee* contributions. Taxes are computed on gross pay minus your *Employee* contributions (see the example below). Regardless of the amount you contribute, you and your *Employer*

continue to pay Social Security (FICA) tax on all of your pay subject to Social Security taxes.

Changes to your salary deferral election may be made online or by phone. The change will be effective with the next pay period or as soon as possible thereafter.

You may wish to consider the value of *Employer Matching Contributions* (described on the following page) before deciding how much to contribute.

The Advantage of Before-Tax Saving

To illustrate how the *Plan* can help you save, let's compare saving on a before-tax basis through the *Plan* to saving in a regular savings account. This example is for Pat, who has annual *Earnings* of \$30,000 and, based on Pat's goals for retirement, wishes to save 10% each year.

An Example	Ascension Health Retirement Savings Plan (Before-Tax)	Regular Savings Account (After-Tax)
Annual salary	\$30,000	\$30,000
Pat's contributions to the <i>Plan</i>	3,000	0
Federal & State taxes	3,784	4,372
Take-home pay	23,216	25,628
Savings outside of <i>Plan</i>	0	3,000
Spendable income	\$23,216	\$22,628
Current tax savings	588	0
Out-of-pocket cost to save \$3,000	\$2,412	\$3,000

In this example, Pat has \$588 more in spendable income by saving in the *Plan* compared to saving outside the *Plan*. In addition, an *Employer Matching Contribution* is deposited in Pat's account.

This example is based on the 2008 Federal Income Tax Withholding Table for a single person who claims one allowance. It assumes a 4% state tax rate on annual salary.

Employer Matching Contributions

To encourage you to save toward your retirement, your *Employer* provides a matching contribution — based on the amount of before-tax contributions you make each pay period and your *Employer's* matching contribution formula, effective Jan. 1, 2008 — to *Employees* who meet the eligibility requirements.

Eligibility for Matching Contributions

You are eligible to receive *Employer Matching Contributions* if you are an *Employee* regularly scheduled to work at least 40 hours per pay period (20 hours per week).

You will receive *Employer Matching Contributions* beginning the first pay period following the 2nd anniversary of your date of hire (or date of change in *Employee* status) and completion of 24 consecutive months of employment in a category of *Employees* who are eligible for the *Employer Matching Contribution*. (Service prior to the *Transition Effective Date* counts toward the 24-month requirement.)

For instance, let's say you were hired Feb. 8, 2008, are paid bi-weekly, and your Health Ministry's pay periods in February 2010 begin on Feb. 8, 2010 and Feb. 22, 2010. If you have completed 24 consecutive months of service by Feb. 8, 2010, your match would begin on the first pay period following that date, or Feb. 22, 2010.

On the other hand, let's say you are paid monthly and were hired Feb. 1, 2008. If you have completed 24 consecutive months of service by Feb. 1, 2010, your match would begin on the first pay period following that date, or March 1, 2010.

The Matching Contribution Amount

If you satisfy the eligibility requirements, you will receive \$1.00 for each dollar you contribute, on the first 5% of your *Earnings* contributed each pay period.

The matching contribution will be deposited in your account each pay period, based on your contribution in that pay period. The maximum match is determined based on your *Earnings* contributed each pay period (rather than annually).

Examples: the Match effective Jan. 1, 2008

Let's assume Pat earns \$30,000 in 2008 and receives \$1,154 in each of 26 paychecks.

If Pat contributes 1%, Pat's contribution is
 $\$1,154 \times 1\% = \$11.54 \times 26 \text{ paychecks} = \300.04
The matching contribution is
 $\$1,154 \times 1\% = \$11.54 \times 26 \text{ paychecks} = \300.04

If Pat contributes 5%, Pat's contribution is
 $\$1,154 \times 5\% = \$57.70 \times 26 \text{ paychecks} = \$1,500.20$
The matching contribution is
 $\$57.70 \times 5\% = \$57.70 \times 26 \text{ paychecks} = \$1,500.20$

If Pat contributes 10%, Pat's contribution is
 $\$1,154 \times 10\% = \$115.40 \times 26 \text{ paychecks} = \$3,000.40$
The matching contribution is
 $\$1,154 \times 5\% = \$57.70 \times 26 \text{ paychecks} = \$1,500.20$

If you work for more than one *Employer* in a year, the matching contribution will be determined by each *Employer*.

Employer Automatic Contributions

Effective Jan. 1, 2008, if you meet the eligibility requirements, whether you contribute to the *Plan* or not, you will receive an annual *Employer Automatic Contribution* equal to a percentage of your *Earnings* for each calendar year in which you have a year of *Benefit Service*.

Eligibility for Automatic Contributions

You are initially eligible to receive an *Employer Automatic Contribution* the first calendar year in which you work at least 1,000 *Hours of Service* and earn a year of *Benefit Service*. Thereafter, to receive the annual contribution, you must earn a year of *Benefit Service*. (Service prior to the *Transition Effective Date* counts toward the initial 1,000 *Hours of Service* requirement.)

An Example

Let's say you are hired March 1, 2008, work 1,000 hours in 2008, and are employed each year on December 31 in an eligible class of *Employees*. You will be eligible for an annual contribution if you work enough *Hours of Service* to earn a year of *Benefit Service* each year; you will be *Vested* once you earn 3 years of *Vesting Service*:

<u>Year - Hours</u>	<u>Year of Benefit Service</u>	<u>Year of Vesting Service</u>
2008 - 1,000	Yes	Yes
2009 - 1,300	Yes	Yes
2010 - 780	Yes	No**
2011 - 485	No*	No**
2012 - 1,200	Yes	Yes

**Hours of Service* are less than 500

***Hours of Service* are less than 1,000. In this example, you would be *Vested* in 2012 when you reach 1,000 *Hours of Service*.

The *Employer Automatic Contribution* is provided to *Employees* effective Jan. 1, 2008. Eligible *Employees* receive this contribution regardless of whether they make before-tax contributions to the *Plan*.

The contribution, determined according to the formula shown below, will be deposited in your *Plan Account* after the end of the calendar year in which you are eligible.

For example, if you are eligible in 2009, the contribution will be deposited in your account early in 2010, based on your *Earnings* in 2009. If you are not making contributions to the *Plan*, an account will be opened on your behalf when the first deposit is made.

Amount of Automatic Contributions

If you meet the eligibility requirements, you will receive an annual contribution equal to a percentage of your *Earnings* for each calendar year in which you have a year of *Benefit Service*.

The annual contribution percentage is based on your *Service Points* on December 31 each year, as follows:

Less than 5 years:	2.25%
5 years but less than 10 years:	2.75%
10 years but less than 15 years:	3.25%
15 years but less than 20 years:	3.75%
20 years or more:	4.25%

The minimum annual *Employer Automatic Contribution* is \$600 if you work at least 1,872 hours. If you work less than 1,872 hours, the minimum is \$600 multiplied by a fraction equal to your actual hours divided by 1,872.

Vesting

You always are *Vested* in your before-tax contributions and your *Employer Matching Contributions* and related investment earnings. You are *Vested* in your *Participating Institution Account* after 3 years of *Vesting Service*, or as a result of your retirement at age 65 or later, or your death.

Break in Service

A *Break in Service* occurs when you earn less than 500 *Hours of Service* during a calendar year, whether you are actively employed or not. If you are not *Vested* and your consecutive *Breaks in Service* equal or exceed 5, then you forfeit the *Vesting Service*, *Benefit Service*, and *Service Points* earned prior to the break as well as your *Plan Account* balance(s) that are not *Vested*.

Naming a Beneficiary

You may designate anyone as your *Beneficiary* to receive your *Plan Account* balance in the event of your death.

If you are married, you must obtain the consent of your *Spouse*, in writing, in order to name someone else as *Beneficiary* of your *Plan Account* balance in the event of your death. This *Spousal Consent* must be witnessed by a notary public or your Authorized Plan Representative.

The *Plan* will only consider beneficiary designations received by Diversified (by mail or personal delivery). Any other beneficiary designations are not valid. To designate a *Beneficiary*, complete the form in your enrollment kit, or download a form online at www.divinvest.com, and

mail the completed form to the address shown on the form.

You may change your *Beneficiary* at any time by completing a form obtained from your Diversified On-Site Representative, by visiting www.divinvest.com or by calling 877.346.7284, (select option 2). *Spousal Consent* is required if you are married and wish to name someone else as *Beneficiary*. The form must be received by Diversified for your designation to be valid.

In the event of your death without a *Beneficiary* designation form on file with Diversified, the proceeds of your *Plan Account* will be paid to your *Spouse* should you be married, or if not, to your estate.

Limits on Contributions

There are two limits on contributions under the *Plan*, which must be complied with on a calendar-year basis. The two limits are based on sections 402(g) and 415(c) of the Internal Revenue Code.

The Code Section 402(g) Limit

Employee contributions are limited by section 402(g) of the Internal Revenue Code. The Code section 402(g) limit is \$16,500 for 2009, and indexed thereafter, unless you qualify for the age 50 catch-up contribution or the cap expansion.

Age 50 Catch-up

In accordance with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), you are eligible to make catch-up contributions to the *Plan* beginning in the year in which you turn age 50. For 2009, the maximum catch-up contribution is \$5,500, indexed thereafter.

Cap Expansion

To qualify for the cap expansion, you must have completed 15 years of service with a *Participating Institution*. The cap expansion generally increases the \$15,500 limit. The limit is increased by the lesser of \$3,000 or \$15,000 reduced by the cap expansion previously used. The lifetime cap expansion limit is \$15,000 or \$5,000 multiplied by your years of service less any elective deferrals to all plans of the *Employer*.

If excess contributions are made in any calendar year, then the excess amount will be distributed to you (as taxable income) by the following April 15.

You may also file a claim by March 1 if your contributions in the prior year under this *Plan* plus elective contributions under any other qualifying plan are in excess.

To contribute the maximum before-tax contribution – and still receive the maximum Employer Matching Contribution:

Determine the amount to contribute by dividing the annual limit by the number of paychecks in the year (so that you can receive a match each pay period).

If you were to contribute a larger amount, you would:

- reach the 402(g) limit earlier in the year,
- stop making contributions at that point, and
- would receive no further matching contribution until the next calendar year.
-

Contact your Diversified On-site Representative if you have questions.

The maximum annual addition is the lesser of 100 percent of compensation or \$49,000 in 2009, indexed annually. Annual additions include both *Employee* and *Employer* contributions.

The Code Section 415(c) Limit

The Code section 415(c) limits the annual additions that may be allocated to an individual's account in any calendar year.

Section 2: Your Account

Your *Employee* and *Employer* contributions and the investment income earned accumulate in your *Plan Account* which has several sub-accounts.

Your before-tax contributions and earnings are in a sub-account called the *Salary Deferral Account*. Your *Employer* contributions and your rollovers, if any, and the related investment income accumulate in the following sub-accounts:

- *Employer Matching Contribution Account*
- *Participating Institution Account*
- *Participant Rollover Account*

If your *Employer* transferred the assets of a previous plan into this *Plan*, your *Plan Account* may also include these sub-accounts: *Frozen After-Tax Account*, *Frozen Employer Contribution Account*, and *Frozen Matching Account*. Additional contributions will not be made to these accounts; however, you may make investment choices regarding the assets.

Your *Plan Account* is held by Diversified Investment Advisors. Each quarter, you will receive a statement from Diversified showing account balance information, detailing the activity in your *Plan Account* during the period. You also may contact the *Plan Administrator* for more information (see the *Plan and Contact Information* section).

Investing Your Employee and Employer Contributions

Your *Employee* and *Employer* contributions are directed to Diversified and invested in the *Plan's* investment options according to your directions. You decide how your *Employee* and *Employer* contributions will be invested, choosing from investment options – Core Funds and a Brokerage Account – available under the *Plan*.

Resources to help you make good investment decisions

Ascension Health encourages you to be proactive in making and implementing investment decisions that will help you meet your savings goals. The Plan has several resources to help you in that process.

- Your Diversified On-Site Representative is available to meet with you one-on-one to discuss which investment strategy may be best for you.
- A sample mix chart (available from your Diversified On-Site Representative) will help you determine if the PortfolioXpress model or another asset mix of the Plan's Core Funds is best suited given your time horizon and risk tolerance.
- The Plan's recordkeeper, Diversified Investment Advisors, provides education, online tools, fund prospectuses, and other materials to help you make informed decisions.

It is your responsibility, as a *Participant*, to ensure that your investments are positioned to best meet your needs over the long term. In general, there are two approaches to investing in Core Funds:

- the “Keep It Simple” approach, through PortfolioXpress or
- a “Do It Yourself” approach to selecting your own investment mix.

Sample mix sheets and auto-rebalance services are available for those who prefer to

create and manage their own portfolio of Core Funds.

In the event that you do not elect an investment option for each *Plan Account*, the investment of your *Plan Account(s)* will be defaulted to the *Plan's* default investment option. This is PortfolioXpress, as of Sept. 19, 2008, unless you defaulted to the Guaranteed Pooled Fund before Jan. 1, 2008. Note: Special rules were applicable to the Sept. 19, 2008 transition; see your Diversified On-site Representative for details.

See Appendix A for a list of the *Plan's* investment options (as of the effective date of this summary document) and a more detailed explanation of the two approaches available to you in developing an investment strategy. The investment options are subject to change as part of our on-going monitoring process. Changes in investment options are announced through mailings to your home address (or emails if you have elected Diversified's e-services). You are encouraged to read the materials provided by the *Plan* through Diversified.

You may visit www.divinvest.com for the most recent information about your investment options. You may also request

a specific fund's current prospectus from Diversified.

Your account balance is adjusted to reflect the crediting of investment income and changes in market values. General economic conditions could cause negative, as well as positive, investment results. You are encouraged to make investment decisions after considering all possible risks and within the context of your own goals and risk tolerance.

If You Want To Request a Loan

The *Plan* is designed to provide a way for you to save for your retirement. It is *not* intended to be used as a regular savings account. However, the *Plan* has a loan provision to make it possible to gain access to your *Plan* account before you retire.

Eligibility for a Loan

As explained in the introduction, the Retirement Savings Plan consists of two plans: a 403(b) plan which provides for your before-tax contributions, and a 401(a) plan which provides for employer contributions. Loans are available only from the 403(b) plan.

Example: Maximum of Two Loans	Pat's 403(b) Plan Account
08/01/2008 - Pat takes one loan for two years	1 outstanding loan
03/01/2009 - Pat takes out another loan for two years	2 outstanding loans
08/01/2009 - Can Pat take another loan?	No
08/01/2010	Loan initiated on 8/1/2010 is paid off
08/02/2010 - Can Pat take a new loan?	Yes, if other rules are satisfied
The total of Pat's loans may not exceed the maximum of 50% of Pat's <i>Vested Plan Account</i> balance, but not more than \$50,000 reduced by the highest outstanding loan balance in the last 12 months.	

Generally, you may borrow up to one-half of your 403(b) plan account balance up to the maximum amount allowed by law. In addition,

- you are allowed to have two loans outstanding; however,
- there is a minimum waiting period of six months between loans.

The minimum loan amount is \$1,000. The maximum loan amount is 50% of your *Plan Account* balance, not to exceed \$50,000 reduced by your highest outstanding principal loan balance in the last 12 months from all qualified plans of your *Employer*.

For example, if your 403(b) *Plan Account* balance is \$15,000, and this is your first loan, you could borrow up to \$7,500 (50% of your account).

You are limited to two loans from your 403(b) *Plan Account*. If you have two loans outstanding, you will not be eligible for another loan until you have paid off at least one loan and satisfied the six-month wait.

Effective Jan. 1, 2008, loans are no longer available out of your 401(a) account – the account that contains any employer contributions. While that account may contain employee rollovers, you are encouraged to choose your 403(b) account for rollovers so that you can have loan access to the funds that you roll into the *Plan*.

Cost of Loan

The flexibility of having access to your savings comes with a cost. An administrative fee (\$75 in 2009) will be deducted from your account. The loan

interest rate will be the “Prime” interest rate plus 1%.

In addition, loans are *account reduction loans*, which means that your account balance will be reduced by the amount of the loan. This adds an indirect “cost” of the loss of investment opportunity while the funds are out of your *Plan Account*. For example, if your account balance (before taking out the loan) is \$150,000, and you are issued a loan for \$1,000, your account statement shows that you have a balance of \$149,000 plus a loan of \$1,000.

Here’s how to obtain and repay a loan:

- Obtain a loan application form by logging on to www.divinvest.com.
- Diversified will process the requested loan amount and will prepare a loan note and security agreement, check, and amortization schedule and mail it to you.
- For home loans, Diversified will require proof that the loan is for your primary residence as well as a copy of the purchase contract. You will also be required to complete a paper application form for loans to purchase a primary residence.
- The terms of your loan are established at the time the loan is made. The loan will have an interest rate of Prime +1%. An administrative service fee (\$75 in 2008) will apply as well.
- The length of the loan can be up to 5 years, unless the loan is made for the purchase of a primary residence; in which case the loan period can be increased to 10 years.
- Loan payments must be deducted from your paycheck. As you pay back the loan, the principal plus interest is added to your account. *The interest is not tax deductible.*
- It is your responsibility to repay your loan according to the schedule you receive when you sign the loan agreement.
- You may pay off your loan in full at any time. There is no prepayment penalty.

Another “cost” to consider is that while your contributions to the *Plan* are made on a before-tax basis, repayments are deducted from your paycheck on an after-tax basis. Finally, if you do not repay your loan, the outstanding loan balance will be a *Plan* distribution resulting in income taxes and potential penalties.

Order of Account Reduction

Each loan reduces the amount of your account. Loan assets are withdrawn from investment funds in an established order, which does not vary according to market conditions, as determined by the *Plan Administrator*. See Appendix B for details.

Repayment of Loan

Repayments of *Plan* loans through Diversified are made through salary deduction. Loans must be repaid within 5 years, unless the loan is for purchase of your home, in which case the loan must be repaid within 10 years.

A default on your loan will occur if you fail to pay the required payments under the *Plan*. In the event of default, the loan balance will be reported to the IRS as a taxable distribution during the year of the default. If this happens, the remaining loan balance amount is subject to ordinary income taxes and any applicable taxes or penalties for early distribution. Any loan default is irrevocable.

When a distributable event occurs under the *Plan*, if you haven’t repaid your loan, your distribution will be reduced by the outstanding loan amount (which will then become taxable), unless otherwise required by law. Distributable events are:

- Retirement
- Death
- Termination of employment

Note: If you have an outstanding loan with VALIC, and have questions, you should contact VALIC directly at 800.44V.ALIC (800.448.2542).

Withdrawing Savings From Your Account as an Active Employee

The *Plan* is designed for long-term savings to assist you in meeting your retirement income needs. You receive the greatest value from the *Plan* when you keep your entire account in the *Plan* for as long as possible; however, under certain conditions, you may qualify for withdrawal while actively employed.

You may withdraw all or a portion of your *Participant Rollover Account* or *Frozen After-Tax Account* at any time, subject to the tax consequences that apply to any distribution.

At Age 59½ or Later

Once you reach age 59½, you may withdraw your *Plan Account* from the *Plan* for any reason, even if you still are an active *Employee*. You may receive your withdrawal (all or a portion of your *Plan Account*) as a one-time withdrawal or as a series of recurring payments.

If you request a one-time partial withdrawal, the balance of your account will remain on deposit until requested at a future date. Alternatively, you may request that a fixed payment amount be distributed to you on a monthly, quarterly, semi-annual, or annual basis. Contact Diversified for more information and the appropriate forms.

Prior to Age 59½

If you qualify, you may withdraw your *Employee* contributions prior to age 59½ for specified financial hardship reasons. You may **not** make a hardship withdrawal of any of your *Employer* contributions or any of your *Plan Account's* investment earnings. In addition, the need must be one that cannot be satisfied from other sources that are reasonably available to you.

How to obtain a hardship withdrawal:

The amount of the withdrawal cannot exceed the amount of your immediate and heavy financial need.

In addition, the need cannot be satisfied from other sources that are reasonably available to you, including reimbursement by insurance or otherwise, by liquidation of your assets, by cessation of your contributions to the *Plan*, or by other distributions or nontaxable loans from plans maintained by your *Employer*, or by borrowing from commercial sources.

To apply for a hardship distribution, follow these steps:

- You may request a hardship withdrawal by logging on to Diversified's Web site at www.divinvest.com or by calling 877.346.7284, select option 2.
- Diversified will provide you with instructions detailing the proof that must be provided.
- If your request is denied, you will receive a formal response from Diversified explaining reasons for denial.

For an analysis of the tax implications and penalties for a *Plan* distribution, please consult your personal tax advisor before requesting a hardship withdrawal.

According to *Plan* guidelines, a hardship withdrawal is intended to assist you in satisfying an **“immediate and heavy financial need”** and the withdrawal must be necessary to satisfy that hardship. In

addition, the need must be one that cannot be satisfied from other sources that are reasonably available to you. If you find that you need frequent hardship withdrawals, you should determine if you are saving at an appropriate level.

Only the following categories of expenses are considered qualifying events for a hardship withdrawal:

- Payments of amounts necessary to prevent your eviction from, or the foreclosure on, your principal residence
- Purchase of your principal residence (excluding mortgage payments)
- Amounts for repair of damage to your principal residence if the amounts would qualify for casualty tax deduction
- Payment of tuition and related educational fees for the next 12-month or quarterly period for the post-secondary education of you, your *Spouse*, your children or your other dependents
- Medical expenses which you, your *Spouse*, your children or your other dependents incur, or amounts necessary for these persons to obtain medical care
- Expenses related to the adoption of a child
- Payment of your back taxes
- Payments required to avoid cancellation of health coverage for you, your *Spouse*, your children or other dependents

- Funeral expenses of a parent, *Spouse*, your children or other dependents.
- Amounts necessary to prevent shut off of necessary utilities
- Amounts needed in the event you are receiving disability benefits or would be considered disabled under the *Employer's* long-term disability plan

A hardship withdrawal is a *Plan* distribution. When the hardship withdrawal is distributed to you, the *Plan Administrator* will withhold 10% for federal taxes unless you request 20% withholding (by submitting a tax withholding form W-4P). In addition, if you are under 59½, an IRS penalty may apply.

You may check a box on the hardship application form if you wish to have the distribution amount increased (“grossed up”) by the amount of the federal tax withholding.

If You Retire or Terminate Employment

Upon separation from service, you have the flexibility of withdrawing all or a portion of your account, or deferring distribution until a later date.

- You may withdraw the full value of your *Plan* account in cash. If you are rehired after applying for your benefits but before the assets have been distributed, you may not withdraw your balance unless you have attained age 59½.
- Instead of withdrawing the full value, you may choose a partial withdrawal. If you request a one-time partial

withdrawal, the balance of your account will remain on deposit until requested at a future date. (See “Forms of Payment” below.)

- You may defer distribution until a later date. This will allow you to take advantage of investing your funds in the same investment funds as active employees – and defer paying taxes on your contributions and investment earnings. You may continue to transfer your funds among available investment options; however, you may not contribute any additional amounts to the *Plan*, unless the funds are a rollover from another qualified plan. Rollover money becomes subject to the terms of the *Plan*.

There is a limit on how long you may defer distribution. You must start receiving a minimum distribution from your *Plan* account following the calendar year in which you reach age 70½, or the calendar year in which you retire, whichever is later. You will be advised of the specific distribution required at that time.

Also, if you were not *Vested* when you terminated employment, your *Vesting Service* and *Benefit Service* may be reinstated. Both your *Vesting* and *Benefit Service* will be reinstated if, upon your return to work, your consecutive *Breaks in Service* were less than 5. If your consecutive *Breaks in Service* were 5 or more, your *Vesting* and *Benefit Service*, *Service Points*, and non-vested *Plan* accounts are forfeited.

If You Die

If you die while a *Participant* in the *Plan*, your *Plan Account* balance will be paid in a lump sum or installment payments to your designated *Beneficiary*. If you are not already *Vested*, you will become *Vested* in your *Participating Institution Account*, which includes your *Employer* contributions and investment earnings, upon your death.

You may designate anyone as your *Beneficiary* to receive your *Plan Account* balance in the event of your death. If you are married, you must obtain the consent of your *Spouse*, in writing, in order to name someone else as *Beneficiary* of your *Plan Account* balance in the event of your death. This *Spousal Consent* must be witnessed by a notary public or your Authorized Plan Representative. *Contact your Human Resources/ Benefits Department if you need the Authorized Plan Representative's assistance.*

The *Plan* will only consider beneficiary designations completed with Diversified. This means that any other beneficiary designations are not valid. In the event of your death without a *Beneficiary* designation form on file with Diversified, the proceeds of your *Plan Account* will be paid to your spouse should you be married, or if not, to your estate.

Forms of Payment

When you start to withdraw from your account, you will be asked to select a payment form for your benefits. Your choices include withdrawing the full value of your *Plan Account* or choosing a partial withdrawal.

Full Withdrawal

You may choose to withdraw the full value of your *Plan Account* as:

- a single lump-sum payment
- installment payments (made no less frequently than annually over a period of ten years or less).

If you choose a full withdrawal, no changes in the form of payment are permitted once the due date of your first payment has passed.

Partial Withdrawal Flexibility

If you choose a partial withdrawal, you have the flexibility to change the timing and amount of your payments.

For example, let's assume Pat retires and requests a fixed payment of \$1,000 per month from the Retirement Savings Plan. Later on, Pat can change the fixed payments to be \$300 per quarter. The payments will continue until Pat has received all of the funds in Pat's *Plan Account*.

Partial Withdrawal

Alternatively, you may withdraw a portion of your account as:

- a one-time partial withdrawal or
- a series of recurring payments on a monthly, quarterly, semi-annual or annual basis.

If you request a one-time partial withdrawal, the balance of your account will remain on deposit until requested at a future date.

If you choose a partial withdrawal, you may change the timing or amount of your payment at any time.

To elect a payment form, you must complete the appropriate election forms and submit them to Diversified before your benefit payments begin.

If you are rehired by a *Participating Institution* after submitting your election forms but before receiving the assets, the assets will remain in your *Plan Account* unless you have attained age 59½.

Tax Highlights

Because your contributions are made on a before-tax basis and taxes are deferred on investment earnings, the full value of your *Plan* account is taxable upon distribution.

If you receive a distribution that is eligible for a rollover, federal law requires that 20% of the distribution automatically be withheld for taxes. In addition, if you do not roll the distribution over, and you are younger than age 59½, you may be subject to an additional 10% tax penalty when you pay your taxes.

Alternatively, if you elect a direct rollover, federal law does not require 20% automatic withholding.

Consult a qualified financial planner or tax advisor before requesting a distribution or a rollover. A financial planner or tax advisor can determine any tax implications that may apply to your personal situation.

About Plan Fees

In developing this *Plan*, an important step has been taken to combine the purchasing power of all *Participating Institutions* and negotiate the best possible value for *Participants*.

One of the services provided by the *Plan* is a quarterly statement that includes information about *Plan* fees. This information is provided so that you have the information you need to make decisions about your savings and investment options. Fees are tracked in two main categories: service fees and investment fees.

Service Fees

The *Plan's* service fees are for core services that are provided to all *Participants*. These core services include recordkeeping and other services that affect all *Participants*, such as employee communication and education. Beginning Jan. 1, 2008, the Plan Service fee is a percentage of assets charge of .20% of a participant's assets. The fee is assessed approximately seven to ten business days after the close of each month.

For example, if your account balance is \$15,000 as of Jan. 1, 2008, the service fee that would be assessed for January would be \$2.50.

In addition, there are two individual fees that apply only to those *Participants* that utilize the services. The *Plan* has an annual \$50 fee for participation in the Schwab PCRA option, and a \$75 fee for each loan you receive.

Investment Fees

Investment fees pay for fund management and other investment related expenses. These fees are a percentage of assets that you have invested in each fund. They differ by investment option and are highlighted as "fund expense ratios" in the fund fact sheets, which are provided in your enrollment kit, and in prospectuses.

It is important to read the fund fact sheets before choosing investment options. While fees are necessary to pay for services offered by the *Plan*, marginally higher fees do impact your investment return over a period of years.

Transfers and Rollovers From Other Plans

If you receive a distribution from another employer's qualified 401(a) or 403(b) plan, you may be able to roll it over to this *Plan*. In addition, you may be able to roll over amounts from an IRA. If you participated in any other type of plan of an employer, you *cannot* roll over amounts received from that plan into this one.

If your employer becomes an *Employer* under this *Plan*, you may be able to transfer your assets from that plan to this *Plan*. There are restrictions on these transfers. Please consult Diversified before directing such a transfer.

Any amounts rolled over to this *Plan* are subject to all of the provisions of this *Plan*, including restrictions about which sub-accounts may accept the rollover. However, you may withdraw all or a portion of your *Participant Rollover Account* at any time (except for rollovers invested with VALIC before Jan. 1, 2004), subject to the tax consequences that apply to any distribution.

As discussed earlier in this section, effective Jan. 1, 2008, loans are no longer available out of your 401(a) account – the account that contains any employer contributions. While that account may contain employee rollovers, you are encouraged to choose your 403(b) account for rollovers so that you can have loan access to the funds that you roll into the *Plan*.

If you are married, spousal consent to the rollover distribution or transfer may be required by the other plan.

Contact Diversified for more information about rollover provisions. Diversified can provide forms for requesting the transfer or a distribution.

Section 3: Other Plan Provisions

Qualified Domestic Relations Orders

The *Plan* will pay all or a portion of your benefit in compliance with a Qualified Domestic Relations Order (QDRO). A domestic relations order is issued by a court. When the order is received and qualified by the *Plan Administrator*, it becomes a QDRO.

For the purpose of this *Plan*, a QDRO is any judgment, order or decree pursuant to a state's domestic relations law that provides specific information as required under governmental rules. The order may relate to child support, alimony or marital property rights of a *Spouse*, former *Spouse*, child or other dependent, and may direct payment of all or part of your *Plan Account* to another person. The QDRO may not require the *Plan* to provide any type of benefit or any option not already provided under the *Plan*.

The *Plan* has documented procedures governing QDRO determinations as well as a model QDRO. *You may contact Ascension Health Pension Services at 877.346.7284 (select Option 3) to obtain, without charge, a copy of these procedures and/or the model QDRO for use by your attorney.*

Top Heavy Plans

A retirement plan that significantly benefits key employees is called a top-heavy plan. Key employees are certain owners and officers of the *Plan* sponsor. If

the *Plan* becomes top heavy during any calendar year, non-key employees may be entitled to certain minimum contributions. In the unlikely event the *Plan* becomes top-heavy, you will be notified of any additional contributions due.

Uniformed Services Rights

If you are absent from employment to serve in the United States uniformed services, your benefits under this *Plan* may be protected by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). USERRA was signed into law in order to ensure that, under certain conditions, those who serve their country can retain their civilian employment and benefits.

You may also be entitled to “catch up” on your before-tax contributions; that is, to contribute more than would normally be allowed within a calendar year. The amount of your *Earnings* for a period of qualifying service, (earnings on which you would base the catch up contributions), will be based on the rate of pay you would have had but for the absence, or if that amount is not known, then your average earnings for the 12 months prior to your military service will be used.

If you believe USERRA applies to you, please contact your Human Resources representative to learn more about your rights.

Section 4: Appealing a Claim

If your claim for a benefit from the Retirement Savings Plan is denied in whole or in part, you will be notified in writing within 90 days of the receipt of your claim. The written notice will give specific reasons for the denial. The denial will reference the specific *Plan* provisions on which the denial is based, describe any additional material necessary for you to resubmit your claim, and explain the *Plan's* claim review procedures.

In special circumstances, a response to your claim may take more than 90 days. If an extension is needed, you will receive written notice before the end of the 90-day period. In no event will the extension be more than 90 days.

Within 60 days of receiving written notice of claim denial, you or your authorized representative may submit a written request for reconsideration to the *Plan Administrator*, which is the Pension Committee. In your request for review, you must state the reasons you believe the claim was improperly denied and submit any additional information, material or comments that you consider appropriate. You may also review any pertinent *Plan* documents and meet with a quorum of the Pension Committee.

If your request for reconsideration is received *more than* 30 days in advance of the Pension Committee's regularly scheduled quarterly meeting, the Pension Committee will make a decision at the quarterly meeting following receipt of your request. If your request for reconsideration is received *within* 30 days of the quarterly meeting, the decision will be made at the second quarterly meeting following receipt of your request. However, if more time is needed, in no event will a decision be made later than the third quarterly meeting following receipt of your request. You will receive a written notice of the extension if more time is needed.

The decision following review will be in writing and will include the specific reasons for the decision. It will give references to the appropriate *Plan* provisions on which the decision is based. The decision of the Pension Committee is final.

Section 5: Plan and Contact Information

The *Plan Administrator* is responsible for constructing, interpreting and administering the *Plan* in a uniform and nondiscriminatory manner. The *Plan Administrator* has discretionary authority to determine eligibility for benefits and to interpret the terms of the *Plan*.

Plan Sponsor

Ascension Health
11775 Borman Drive, Suite 200
St. Louis, MO 63146-4134
314.733.8600 or
877.346.7284, select Option 3
or
P.O. Box 46944
St. Louis, MO 63146-6944

Plan Administrator

Pension Committee
Ascension Health
11775 Borman Drive, Suite 200
St. Louis, MO 63146-4134
314.733.8600 or
877.346.7284, select Option 3
or
P.O. Box 46944
St. Louis, MO 63146-6944

Official Plan Name The following *Plans* are, collectively, referred to as the Ascension Health Retirement Savings Plan:

- The Ascension Health 403(b) Retirement Savings Plan
- Ascension Health Employer Contribution Account

Plan Description

A defined contribution plan

Type of Administration

Employer Administration

Plan Sponsor Identification Number

31-1662309

Plan Year

January 1 to December 31

Name and Address of Participating Employers

Participants and *Beneficiaries* may receive from the *Plan Administrator*, upon written request, information as to whether or not a particular employer participates in the *Plan*. If the employer participates in the *Plan*, that employer's name and address will be stated.

Agent for Legal Process on the Plan

Pension Committee
Ascension Health
11775 Borman Drive, Suite 200
St. Louis, MO 63146-4134
314.733.8600 or
877.346.7284, select Option 3
or
P.O. Box 46944
St. Louis, MO 63146-6944

Investment Carriers/Custodians

Diversified Investment Advisors
4 Manhattanville Road
Purchase, New York 10577

877.346.7284, select option 1 for automated voice response, or option 2 to speak with a Participant Advisory Counselor

www.divinvest.com

Appendix A: Investment Options and Strategies (as of Sept. 19, 2008)

The *Plan* offers a variety of investment funds – and two investment approaches – for your use in developing an investment strategy.

Retirement Savings Plan Fund Offerings	
This table lists the funds that are offered for various asset classes or management styles. You may invest in Core Funds by using PortfolioXpress or by selecting your own investment mix.	
Core Fund Asset Classes	Core Fund Options
Stable Value	Guaranteed Pooled Fund
Intermediate Term Bond Fund	PIMCO Total Return Institutional Fund
High Yield Bond Fund	Transamerica Partners Institutional High Yield Bond Fund
Large-Cap Value Stock	Dodge & Cox Stock Fund
Large-Cap Stock Index	Vanguard Institutional Index Fund
Large-Cap Growth Stock	American Funds Growth Fund of America R4
Large-Cap Value Stock, Socially Screened	AHA Socially Responsible Equity I Fund*
Mid-Cap Value Stock	Transamerica Partners Institutional Mid Value Fund
Mid-Cap Growth	Harbor Mid Cap Growth Fund Adm
Small-Cap Stock Index	Vanguard Small Cap Index Institutional Fund
Small-Cap Value Stock	Target Small Capitalization Value Fund
Small-Cap Growth Stock	Baron Small Cap Fund
International Large-Cap Stock	American Funds EuroPacific Growth Fund R4
International Small/Mid-Cap Growth Stock	Forward International Small Companies Fund
Brokerage Account - Not available through PortfolioXpress.	
Schwab Personal Choice Retirement Account® (PCRA)*	
*Not available with PortfolioXpress	

In general, there are two approaches to investing in Core Funds: the “Keep It Simple” approach, through PortfolioXpress¹ or by selecting your own investment mix through a “Do It Yourself” approach. Sample mix sheets and auto-rebalance services are available for those who prefer to create and manage their own portfolio of Core Funds.

Keep It Simple with PortfolioXpressSM

PortfolioXpress is an asset allocation service, available beginning June 27, 2008, that provides a “Keep It Simple” approach to investing, and uses the Core Funds available in the *Plan* (listed above) with the exception of the AHA Socially Responsible Equity I Fund. PortfolioXpress will establish an asset allocation (a mix of stock, bond and stable value investments available in the *Plan*) and then periodically rebalance (adjust your investment mix) as you move toward and through retirement. (If you do not designate a retirement year, it will be set at the year you attain age 65.)

There is no additional cost for using PortfolioXpress, although you still bear the investment management fees of the funds in which your accounts are invested. Frequently turning PortfolioXpress on and off may trigger redemption fees or frequent trading restrictions in

certain funds. This means assets transferred out of a fund to PortfolioXpress may not be transferred back into the same fund (if you turn PortfolioXpress off) for 30 or 60 days, depending on the fund.

When PortfolioXpress is turned on, 100% of your existing account balance and all future contributions to your account will be allocated under the PortfolioXpress service, with the exception of any funds invested in a Schwab Personal Choice Retirement Account (PCRA). If you turn PortfolioXpress off, your account will continue to be invested in the fund allocations last established under PortfolioXpress unless you select replacement funds.

Do It Yourself - Create and Manage Your Own Portfolio

The *Plan* offers flexibility for a more experienced investor. With this approach, you can develop a strategy that is customized and tailored just for you. You select specific Core Funds and/or the Schwab Personal Choice Retirement Account and choose an asset allocation strategy based on your goals, your other savings and income planned for retirement, and your time horizon for investing to retirement and during your retirement years.

For assistance in understanding your options, see your enrollment kit or visit www.divinvest.com for details. Your Diversified On-Site Representative is also available to assist you in understanding all of your investment options, including the three funds described below (funds that associates frequently ask questions about).

Choosing - and Changing - Investment Allocations

It's easy to allocate how your past and/or future contributions are invested by visiting www.divinvest.com. Note that you must turn PortfolioXpress on/off separately for each plan account – 403(b) or 401(a). When you turn

Funds many associates inquire about

Investing in the Plan's stable value fund

The Plan's stable value fund is the Guaranteed Pooled Fund. The GPF spreads investment gains and losses over a period of time rather than accounting for them as they occur. This allows the fund to guarantee that you will always be able to redeem (sell) your investment in the GPF without incurring a loss of principal (the original amount of your contributions) or credited interest, regardless of the value of the underlying holdings. The GPF in the Retirement Savings Plan provides this guarantee through Transamerica Financial Life Insurance Company (TFLIC). Several organizations such as Standard & Poor's, Best, and Moody's rate the claims-paying ability of such organizations.

The GPF invests not only in cash instruments (like short term treasury bills), but also in corporate bonds, mortgages, credit cards, auto loans and other fixed income securities that have an overall credit quality less than t-bills. This investment flexibility allows the GPF to credit a higher rate (4.35% in 2009) than if it invested only in similar maturity t-bills, but there is also a greater element of risk in the portfolio - because the value of the GPF holdings can fluctuate based upon the credit worthiness of the debt issuers and changes in prevailing interest rates. As long as TFLIC is able to support its guarantee, these fluctuations are smoothed out through the interest credited rate setting process, and the value of your invested principal and credited interest is protected.

As a Core Fund, the GPF is available to you whether you choose PortfolioXpress or create your own portfolio.

Linking investments to social values

For those who wish to invest in a fund that is consistent with certain social values, the Plan offers the AHA Socially Responsible Equity I Fund. While this fund is not available through PortfolioXpress, it is one of the Core Funds that is available for your selection.

A brokerage account option

In addition to the Core Funds, the Plan offers a Brokerage Account, the Schwab Personal Choice Retirement Account® (PCRA). It is not available in PortfolioXpress.

PortfolioXpress on/off, be sure to proceed until you reach the “Confirmation” page stating that you have successfully made your election.

In the event that you do not elect an investment option for each *Plan* account, the investment of your *Plan* account(s) will be defaulted to the *Plan’s* default investment option. This is PortfolioXpress, as of Sept. 19, 2008, unless you defaulted to the Guaranteed Pooled Fund before Jan. 1, 2008. Note: Special rules were applicable to the Sept. 19, 2008 transition; see your Diversified On-site Representative for details.

Changes will be made as soon as administratively possible. Investment fund changes received after 4:00 p.m. Eastern Time are processed the following business day. Changes are not applied retroactively. See your enrollment kit for details. Your Diversified On-Site Representative is available to assist you.

Remember: It is your responsibility, as a *Participant*, to ensure that your investments are positioned to best meet your needs over the long term. You are encouraged to make investment decisions after considering all possible risks and within the context of your own goals and risk tolerance.

For assistance in understanding your options, see your enrollment kit, visit www.divinvest.com for details, or call 877.346.7284, select option 1 for automated voice response, or option 2 to speak with a Participant Advisory Counselor. Your Diversified On-Site Representative is also available to assist you in understanding your investment options.

¹*PortfolioXpress: This service presents a series of asset allocation models up to and through a designated target retirement year. The participant is solely responsible for designating the target retirement year. If no target retirement year is designated, it will be set as the year in which the participant attains age 65. In implementing the service, the participant agrees to each of the asset allocation mixes, and each of the automated rebalancing transactions that will take place over time within the account as the participant approaches a designated target retirement year. If you turn PortfolioXpress off, your account will continue to be invested in the fund allocations last established under PortfolioXpress unless you select replacement fund(s). Although the PortfolioXpress service is offered at no additional cost, the participant will continue to bear the fees of the underlying funds in which the account is invested.*

²*Not available through PortfolioXpress.*

Appendix B: Order of Account Reduction

The sub-accounts in your 403(b) *Plan Account* will be reduced in the following order:

If you receive a loan

- Frozen Matching Account, if any
- Frozen Employer Contribution Account, if any
- Salary Deferral Account
- Participant Rollover Account, if any
- Frozen After-Tax Account, if any

If you receive a hardship withdrawal

- Frozen After-Tax Account, if any
- Participant Rollover Account, if any
- Salary Deferral Account

Within each sub-account, funds will be reduced in the following order if you receive a loan or hardship withdrawal:

- PIMCO Total Return Institutional Fund
- Transamerica Partners Institutional High Yield Bond Fund
- Dodge & Cox Stock Fund
- AHA Socially Responsible Equity I Fund
- Vanguard Institutional Index Fund
- American Funds Growth Fund of America R4
- Vanguard Small Cap Index Institutional Fund
- Baron Small Cap Fund
- American Funds EuroPacific Growth Fund R4
- Forward International Small Companies Fund
- Guaranteed Pooled Fund
- Harbor Mid Cap Growth Fund Adm
- Target Small Capitalization Value Fund
- Transamerica Partners Mid Value Fund

Appendix C: Earnings Definition Details

While *Earnings* and *Hours of Service* are defined in the Glossary, the following list provides details regarding the types of pay (and any hours associated with the pay) that are considered *Earnings* and *Hours* under the *Plan*, effective Jan. 1, 2007.

<i>Earnings and Hours</i> effective Jan. 1, 2007	
Type of Pay	Earnings
Base Pay	Yes
Amounts Paid by an Employer but Excluded from Wages Pursuant to Sections 125, 401(k), 403(b), or 457(b) of the Code	Yes
Contributions to Deferred Compensation, including both employee deferrals and employer contributions (e.g., 451, 457(f), CAA and pension restoration plans)	No
Flex Credits - paid in cash, i.e., payments for medical waivers or opt outs	Yes
Performance Bonuses	Yes
Spot Bonuses	Yes
Incentives	Yes
Merit Pay - including lump-sum awards such as Achievement Awards (lump-sum cash payments linked to performance and in addition to merit increases)	Yes
Longevity Bonuses - if provided as component of compensation practice	Yes
Commissions	Yes
Gain-sharing payments	Yes
Hiring Bonuses	No
Retention Bonuses	No
Referral Bonuses	No
Holiday Bonuses - including debit card gifts	No
Overtime Pay	Yes
Differentials	Yes
On-call Pay	Yes
Call-back Pay	Yes
Float Pay	Yes
High Census Pay	Yes
Low Census - if a person is paid not to report to work	Yes
In-Charge Pay - additional pay received while assuming supervisory responsibilities in absence of the supervisor	Yes
Productivity Pay	Yes
Preceptor Pay - additional pay received for orienting new hires	Yes
Military Pay Supplement - provides difference in full pay versus military pay	Yes
Travel Pay - time spent traveling from one work location to another	Yes
<i>Pay for Time Not Worked</i>	
Paid Time Off - time actually taken, includes vacation, holidays, sick days, personal days, etc.	Yes
Extended Illness Bank (EIB) - time actually taken	Yes
Salary Continuation Plans for periods of disability	Yes—if paid as W-2 compensation

<i>Earnings and Hours</i> effective Jan. 1, 2007	
Type of Pay	Earnings
State Disability Benefits (SDI) Note: SDI is paid out of a State Pool. Limited to New York for AH and AHIS. Benefits are low, \$185 per week, but integrated with the regular STD plans.	Yes—if paid as W-2 compensation
Short Term Disability	Yes—if paid as W-2 compensation
Long Term Disability	Yes—if paid as W-2 compensation
Short Term of Long Term Disability paid by Third Party Administrator	No
Jury Pay	Yes
Bereavement Pay	Yes
Adoption Pay	No
Annual physicals	No
Auto Allowances	No
Certification Awards, such as completion of CEBS, CPCU, actuary exam, etc.	No
Chaplain Housing Allowances	No
Companion Travel Payments	No
Country club memberships	No
Disaster Pay - special payments to associates involved in natural disasters such as hurricanes, floods, tornadoes, etc.	No
Dues of Any Nature	No
Fringe Benefit Payments	No
Home or personal use of blackberry, cell phone or computer	No
Moving Allowances	No
Payments for Non-compete Contracts	No
Payments for Outplacement Services	No
Tax preparation or other financial services	No
Tuition Reimbursement	No
Wellness payments - payments received as a result of meeting fitness goals	No
132(f) transportation fringe	No
PTO Cash-outs - voluntary and involuntary, including PTO used to purchase benefits, and Extended Illness Bank if taken as cash	No
Imputed Income of Any Kind	No
Expense Reimbursements or Allowances	No
Code Section 125 Reimbursements - reimbursement from a medical, transportation, parking or daycare FSA	No
Workers Compensation Payments	No
Severance Pay	No
Certain post-employment earnings	No
Payments or Withdrawals from Qualified Retirement Plan	No
Payments from Deferred Compensation Section 451 and 457(f) Plans	No
Capital Accumulation and Restoration Plan Payouts	No
Contributions or cash payments from certain Non-Qualified Retirement Plans	No

Core Values

We are called to:

Service of the Poor

Generosity of spirit, especially for persons most in need

Reverence

Respect and compassion for the dignity and diversity of life

Integrity

Inspiring trust through personal leadership

Wisdom

Integrating excellence and stewardship

Creativity

Courageous innovation

Dedication

Affirming the hope and joy of our ministry.