

U.S. Department of Labor
 Employee Benefits Security Administration
 Top Hat Plan Exemption
 200 Constitution Ave, NW, N-1513
 Washington, DC 20210

ERISA/PUBLIC DISCLOSURE
 2010 FEB 16 PM 3:34
 ERISA/PUBLIC DISCLOSURE
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Re: ERISA REPORTING AND DISCLOSURE STATEMENT

To the Secretary of Labor:

In order to comply with the requirements of the alternative reporting and disclosure method under ERISA, Title I, Part 1, as provided for an unfunded or insured pension plan for a select group of management or highly compensated employees in D.O.L. Reg. Sec. 2520.104-23, the following information is provided by the undersigned plan administrator:

The name of the employer is: Akron Regional Hospital Association

The employer's mailing address is: 3200 West Market Street, Suite 200, Akron, OH 44333

The employer's federal identification number (EIN) is: 34-0943605

The plans of employer and the number of participants covered in each plan is:

Plan Name: Akron Regional Hospital Association 457(b) Plan
Plan effective date is January 1, 2010
Number of Participants: 1

The above-named employer maintains this plan primarily for the purpose of providing nonqualified deferred compensation benefits to a select group of management or highly compensated employees. The employer will provide a copy of the agreement to the Secretary of Labor upon request.

Employer: Akron Regional Hospital Association

By: Marviano S. Lorini

Date: February 2, 2010

ABOUT YOUR NEW PLAN

Akron Regional Hospital Association 457(b) Plan G75645

January 27, 2010

- American United Life Insurance Company® (AUL) has drafted the Plan to satisfy the requirements of Internal Revenue Code (IRC) §457(b) in form. Please understand that you have the ultimate responsibility for satisfying the requirements of IRC §457(b) in form and operation. **IT IS VERY IMPORTANT THAT YOU REVIEW THIS PLAN CAREFULLY WITH YOUR LEGAL COUNSEL.**
- **Top Hat plans are exempted from reporting and disclosure requirements applicable to other plans if a statement is filed within 120 days after the plan is adopted (DOL Reg. Sec 2520.104-23(b)(2)).** A sample statement form is included in this packet. **Please review and complete the participant count before signing and mailing.**
- This plan is designed as an eligible 457(b) tax-exempt plan. A participant's account will be taxable to the participant when it is "made available" to the participant. A distribution from a 457(b) tax-exempt plan does not qualify as an eligible rollover distribution, therefore it cannot be rolled over to an IRA, 403(b) or 401(a) retirement plan. A participant is eligible to transfer their account to a successor employer, provided the new employer is a tax-exempt entity and sponsors an eligible 457(b) tax-exempt plan.
- If you determine that changes to the Adoption Agreement are necessary, you should clearly indicate the changes on the Adoption Agreement and return it to AUL. ***If changes are to be made, the Adoption Agreement and amendment should NOT be signed.*** When AUL receives the Adoption Agreement, the requested changes will be made and another Adoption Agreement will be provided to you for your signature.
- The Plan's effective date is **January 1, 2010**. **However, salary deferral contributions are permitted effective February 1, 2010 and cannot be withheld until the later of the date the plan is adopted or the special February 1, 2010 effective date.** Pursuant to your request, the following items were included in your Plan:
 - The Employer name is "Akron Regional Hospital Association."
 - The name of the Plan is "Akron Regional Hospital Association 457(b) Plan."
 - This is a Tax Exempt Organization Eligible 457 Plan.
 - Independent contractors are not permitted to participate in the Plan.
 - Compensation means W-2 Compensation, including elective deferrals, paid during the Plan Year.
 - The Plan Year is the calendar year.

- Normal Retirement age is attainment of age 65.
- Participants may defer up to the IRS maximum deferral limit. The maximum deferral limit for 2010 is the lesser of \$16,500 or 100% of eligible compensation.
- There are no age and service requirements for eligibility purposes.
- Participants are not permitted to make salary reduction contributions from accumulated sick pay, accumulated vacation pay or back pay.
- The Non-elective Contribution is discretionary.
- There are no allocation conditions for Non-elective Contributions.
- In order to allow the participant time to make an election to postpone distribution, the adoption agreement has been drafted to provide that a distribution of benefits will be made 30 days after the participant's severance from employment. This is the date that (in the absence of a permissible participant election to commence payment later) the participant's deferred compensation is made available and therefore will become taxable to the participant. By designing the plan as such, a participant will have a 30-day period following severance from employment to make an election to commence payment at a later date. Distributions are allowed in the form of a single lump sum payment and any annuity forms permitted under the investment contract.
- Participants subject to Required Minimum Distributions may elect to apply either the five-year rule or the life expectancy rule for distributions following the death of the Participant.
- In-service distributions are allowed upon the occurrence of an unforeseeable emergency, at age 70 ½, and under the De minimis exception upon the Participant's election.
- All contributions are 100% vested.

➤ **Additional Important Information:**

The plan will exclude all employees except those employees who the Employer determines to be in a select group of management or highly compensated employees.

There is very little guidance on the rules for determining the existence of a top-hat group. Some general rules to remember include:

- A plan cannot extend coverage beyond a select group of management or highly compensated employees.
- The group must be small in comparison to the total workforce, and less than 18 percent of a company's workforce can be covered.

- The average income of participants must be higher than the average income of other employees.
 - The eligible participants must be employees who, by virtue of their position or compensation level, have the ability to affect or substantially influence the design and operation of their deferred compensation plan.
 - Participation in a plan must be based on an employee's compensation level or management status.
- On August 17, 2006, the Pension Protection Act of 2006 (PPA) was signed into law. Based on guidance issued through May 2008, the enclosed amendment will conform your plan for PPA and other law changes effective since the final 457 regulations were issued. **Please sign the amendment.** This amendment includes the following:

- Article II, Definition of Unforeseeable Emergency:

Effective for taxable years beginning after December 31, 2001, for Plans that allow unforeseeable emergency distributions, PPA expands the definition of dependent.

- Article III, Deferrals from Post-Severance Compensation:

The amendment provides that effective for taxable years beginning after December 31, 2001, deferrals are permitted from post-severance regular pay (including overtime, shift differential pay, commissions, bonuses and other similar compensation) if it is paid by the later of 2½ months after severance from employment, or the end of the calendar year that includes the date of the severance from employment and would have been paid to the employee before his severance date if he had continued employment.

The following optional forms of Compensation are not included:

- (1) Post-severance payments of leave cashouts and deferred compensation.
- (2) Payments to an individual who does not currently perform services for you by reason of qualified military service.
- (3) Compensation paid to a participant who is permanently and totally disabled.

If you include one of the optional forms of compensation in (1) through (3) above, please mark the applicable option election(s) in the PPA amendment prior to signing the amendment.

- Article IV, Qualified Domestic Relations Orders:

Effective April 6, 2007, for Plans that allow distributions pursuant to a qualified domestic relations order (QDRO), PPA provides that a domestic relations order will not cease to be a QDRO solely because (i) the order is issued after, or revises, another domestic relations order or QDRO; or (ii) the time at which the order is issued, including after the annuity starting date or after Participant's death.

- The following provisions are contained in the Eligible 457 Prototype Plan and Trust Agreement, Basic Plan Document (BPD). Please review the BPD to familiarize yourself with the provisions.
- Section 4.06: The BPD contains rules for administering Qualified Domestic Relations Orders (QDRO's).
 - Section 6.01: A divorce decree or legal separation revokes the Participant's designation of the spouse as beneficiary unless the decree or a QDRO provides otherwise.
 - Section 6.02: If the Participant fails to designate a beneficiary, the death benefit will be paid in the following order of priority: first to the surviving spouse, if any; second to the children by right of representation (one share for each surviving child and one share for each child who predeceases the participant with surviving descendents); and third to the estate.
 - Section 6.03(D): Any modifications to a salary reduction agreement will become effective no earlier than the beginning of the calendar month commencing after the date the participant executes the new salary reduction agreement.

**ELIGIBLE 457 PROTOTYPE PLAN
SALARY REDUCTION CONTRIBUTIONS/EMPLOYER CONTRIBUTIONS
ADOPTION AGREEMENT**

**ELIGIBLE 457 PROTOTYPE PLAN
SALARY REDUCTION CONTRIBUTIONS/EMPLOYER CONTRIBUTIONS
ADOPTION AGREEMENT**

The undersigned, Akron Regional Hospital Association ("Employer"), by executing this Adoption Agreement, elects to become a participating Employer in the American United Life Insurance Company® Eligible 457 Prototype Plan ("Plan"). The Plan consists of this Adoption Agreement and the accompanying basic plan document. The Employer makes the following elections granted under the provisions of the Plan.

**ARTICLE I
DEFINITIONS**

PLAN (1.21). The name of the Plan as adopted by the Employer is Akron Regional Hospital Association 457(b) Plan.

TYPE OF 457 PLAN (1.36). The Type of 457 Plan is a (Choose one of (a) or (b)):

- (a) **Governmental Eligible 457 Plan.** [Plan Section 1.36(A)]
- (b) **Tax-Exempt Organization Eligible 457 Plan.** [Plan Section 1.36(B)] *[Note: A Tax-Exempt Organization must restrict participation in the Plan to a select group of management or highly compensated employees.]*

EMPLOYEE (1.09). The following are Excluded Employees and are not eligible to participate in the Plan (Choose (a) or choose one or more of (b) through (f) as applicable):

- (a) **No exclusions.** All Employees are eligible to participate.
- (b) **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.
- (c) **Hourly-paid Employees.**
- (d) **All Employees except top-hat group.** All Employees are Excluded Employees except those Employees who the Employer determines are in a select group of management or highly compensated employees as would constitute a "top-hat" group within the meaning of Title I of ERISA.
- (e) **Leased Employees.** The Plan excludes Leased Employees.
- (f) (Specify) _____

[Note: A Tax-Exempt Organization must elect (d) or in (f) must specify top-hat group Participants by name, title or otherwise.]

INDEPENDENT CONTRACTOR (1.15). The Plan (Choose one of (a), (b) or (c)):

- (a) **Participate.** Permits Independent Contractors to participate in the Plan.
- (b) **Not participate.** Does not permit Independent Contractors to participate in the Plan.
- (c) **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate: _____

**Eligible 457 Prototype Plan
Salary Reduction Contributions/Employer Contributions Adoption Agreement**

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

COMPENSATION (1.05). Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means W-2 wages (including Elective Contributions). Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (*Choose (a) or choose one or more of (b) through (f) as applicable*):

(a) **No modifications.** The Plan makes no modifications to the definition.

(b) **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

(c) **Elective Contributions.** [Plan Section 1.05(C)] The Plan excludes a Participant's Elective Contributions.

(d) **Bonuses.** The Plan excludes bonuses.

(e) **Overtime.** The Plan excludes overtime.

(f) (*Specify*) _____

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator, except as to Salary Reduction Contributions, will determine the allocation by taking into account (*Choose one of (g) or (h)*):

(g) **Plan Year.** The Employee's Compensation for the entire Plan Year.

(h) **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

PLAN YEAR (1.24). Plan Year means the 12-consecutive month period (except for a short Plan Year) ending every (*Choose one of (a) or (b). Choose (c) as applicable*):

(a) **December 31.**

(b) **Other:** _____

(c) **Short Plan Year:** commencing on: _____ and ending on: _____

EFFECTIVE DATE (1.08). (*Choose one of (a) or (b). Choose (c) as applicable*):

(a) **New Plan.** The Effective Date of the Plan is January 1, 2010

(b) **Restated Plan.** The restated Effective Date is _____
This Plan is a substitution and amendment of an existing 457 plan originally established effective as of _____

(c) **Special Effective Dates.** The following special Effective Dates apply: Salary Reduction Contributions are effective February 1, 2010.

NORMAL RETIREMENT AGE (1.19). A Participant attains Normal Retirement Age under the Plan (Choose one of (a) or (b). Choose (c) as applicable):

(a) **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 65.

(b) **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____ (no later than 70½).

(c) **Police/firefighters.** [Plan Section 3.05(B)(3)] (Choose one of (1) or (2)):

(1) **Plan designation.** When the Participant attains age _____.

(2) **Participant designation.** When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____ (no later than 70½).

ARTICLE II EMPLOYEE PARTICIPANTS

2.01 ELIGIBILITY.

Eligibility Conditions. To become a Participant in the Plan, an Employee must satisfy the following eligibility condition(s) (Choose (a) or choose one or more of (b) through (d) as applicable):

(a) **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the Employer.

(b) **Age.** Attainment of age _____.

(c) **Service.** Service requirement (Choose one of (1) or (2)):

(1) **Year of Service.** One year of Continuous Service.

(2) **Months(s) of Service.** _____ month(s) of Continuous Service.

(d) (Specify) _____

Plan Entry Date. "Plan Entry Date" means the Effective Date and (Choose one of (e) through (h)):

(e) **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

(f) **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

(g) **Date of hire.** The Employee's employment commencement date with the Employer.

(h) (Specify) _____

**ARTICLE III
SALARY REDUCTION CONTRIBUTIONS, MATCHING CONTRIBUTIONS
AND NONELECTIVE CONTRIBUTIONS**

3.01 **TYPE AND AMOUNT.** The amount and type(s) of Deferral Contributions to the Plan for a Plan Year or other specified period will equal (Choose one or more of (a) through (c) as applicable):

(a) **Salary Reduction Contributions.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement.

(b) **Matching Contributions.** The Matching Contributions made in accordance with Section 3.03.

(c) **Nonelective Contributions.** The following Nonelective Contribution (Choose one or more of (1), (2) or (3) as applicable):

(1) **Discretionary contribution.** An amount the Employer in its sole discretion may determine.

(2) **Fixed contribution.** The following amount: _____

(3) **Non-pro rata allocation.** The Plan Administrator will allocate the fixed or discretionary Nonelective Contributions as follows: _____

3.02 **SALARY REDUCTION CONTRIBUTIONS.** A Participant's Salary Reduction Contributions are subject to the following limitation(s) in addition to those imposed by the Code (Choose (a) or choose one or more of (b) through (d) as applicable):

(a) **No limitations.**

(b) **Maximum deferral amount:** _____

(c) **Minimum deferral amount:** _____

(d) (Specify) _____

[Note: Any limitation the Employer elects in (b) through (d) will apply on a payroll basis unless the Employer otherwise specifies.]

Age 50 Catch-up Contributions. [Plan Section 3.06] The Plan (Choose one of (e) or (f)):

(e) **Permits.** Permits Participants to make age 50 catch-up contributions.

(f) **Does not permit.** Does not permit Participants to make age 50 catch-up contributions.

[Note: Only a Governmental Eligible 457 Plan may permit age 50 catch-up contributions.]

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Salary Reduction Contributions/Employer Contributions Adoption Agreement

Sick, Vacation and Back Pay. [Plan Section 3.02(A)] The Plan (*Choose one of (g) or (h)*):

- (g) **Permits.** Permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- (h) **Does not permit.** Does not permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

Automatic Enrollment. [Plan Section 3.02(B)] The Plan (*Choose one of (i) or (j)*):

- (i) **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- (j) **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Salary Reduction Contribution will withhold _____% from each Participant's Compensation unless the Participant elects a lesser percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of (1) or (2)*):

(1) **All Participants.** All Participants who as of _____ are not making Salary Reduction Contributions at least equal to the automatic amount.

(2) **New Participants.** Each Employee whose Plan Entry Date is on or following _____.

3.03 **MATCHING CONTRIBUTIONS.** The Employer's Matching Contribution is (*If the Employer elects Section 3.01(b), the Employer must elect one or more of (a), (b) or (c)*):

- (a) **Fixed formula.** An amount equal to _____% of each Participant's Salary Reduction Contributions.
- (b) **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- (c) (*Specify*) _____.

Time period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (*Choose one of (d) through (g)*):

(d) **Plan Year.**

(e) **Plan Year quarter.**

(f) **Payroll period.**

(g) (*Specify*): _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (*Choose one of (h), (i), (j) or (k)*):

(h) **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.

(i) **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.

(j) **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.

(k) *(Specify):* _____

3.08 ALLOCATION CONDITIONS. The Plan does not apply any allocation conditions to Salary Reduction Contributions. To receive an allocation of a Matching Contribution or Nonelective Contribution, a Participant must satisfy the following condition(s) *(Choose (a) or choose one or more of (b) through (f)):*

(a) **No allocation conditions.**

(b) **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____

(c) **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

(d) **Limited Severance Exception.** Any condition specified in (b) or (c) does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

(e) **Limited allocation conditions.** The Plan does not impose an allocation condition for the following types of contributions: _____

(f) *(Specify):* _____

**ARTICLE IV
TIME AND METHOD OF PAYMENT OF BENEFITS**

4.02 TIME/METHOD OF PAYMENT OF ACCOUNT. The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of (a) through (e)):*

(a) **Specified Date.** 30 days after the Participant's Severance from Employment. *[Note: In a Tax-Exempt Organization 457 Plan, the Employer may wish to designate a specific payment date. This date will be the date upon which a Participant's Deferred Compensation is "made available" and therefore becomes taxable to the Participant, absent a proper Participant election to defer payment.]*

(b) **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.

(c) **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.

(d) **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.

(e) *(Specify):* _____

Method. The Plan, in the absence of a permissible Participant election of an alternative method, will distribute the Participant's Account under one of the following method(s) of distribution (*Choose one or more of (f) through (j) as applicable*):

- (f) **Lump sum.** A single payment.
- (g) **Installments.** Multiple payments made as follows: _____.
- (h) **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- (i) **Annuity distribution option(s):** Any annuity option available under the group annuity contract.
- (j) (*Specify*) _____.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan (*Choose one of (k), (l) or (m)*):

- (k) **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in (a) through (e) and also to elect the method of distribution (including a method not described in (f) through (j) above).
- (l) **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- (m) (*Specify*): _____.

4.03 **REQUIRED MINIMUM DISTRIBUTIONS.** The following elections apply to required minimum distributions under the Plan (*Choose one of (a) or (b) as applicable. Choose (c) and (d) as applicable*):

- (a) **Five-year rule.** If a Participant with a designated Beneficiary dies before the required beginning date, the Plan will distribute the Participant's Account by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (b) **Participant election.** A Participant or designated Beneficiary, on an individual basis in accordance with applicable Treasury regulations, may elect whether to apply the five-year rule or the life expectancy rule to the distribution of a deceased Participant's Account.
- (c) **Effective date.** The required minimum distribution provisions of Section 4.03 apply commencing in 2003, or if later, on the Plan's Effective Date.
- (d) **Special designated Beneficiary election.** A designated Beneficiary who is receiving payments under the five-year rule on or before December 31, 2002, may elect the life expectancy rule, in accordance with applicable Treasury regulations.

[*Note: An Employer need not elect any of (a) through (d) above. These elections override certain "default" Plan provisions.*]

4.05 **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT.** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose (a) or choose one or more of (b) through (e) as applicable*):

- (a) **None.** A Participant may not receive a distribution prior to Severance from Employment.

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Salary Reduction Contributions/Employer Contributions Adoption Agreement**

(b) **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A).

(c) **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then *(Choose one of (1), (2) or (3))*:

(1) **Participant election.** The Participant may elect to receive all or any portion of his/her Account.

(2) **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.

(3) **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$ _____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ _____ but that does not exceed \$5,000.

(d) **Age 70½.** A Participant who attains age 70½ prior to Severance from Employment may elect distribution of any or all of his/her Account.

(e) **Distribution of Rollover Contributions.** A Participant *(Choose one of (1) or (2))*:

(1) **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.

(2) **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.

(3) *(Specify)* _____.

(f) *(Specify)* _____.

[Note: An Employer in an Eligible 457 Plan need not permit any in-service distributions. In an Eligible 457 Plan, any election must comply with the distribution restrictions of Code §457(d).]

4.06 **QDRO.** The QDRO provisions of Plan Section 4.06 *(Choose one of (a), (b) or (c))*:

(a) **Apply.**

(b) **Do not apply.**

(c) *(Specify)* _____.

**ARTICLE V
PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS**

5.07 **ALLOCATION OF NET INCOME, GAIN OR LOSS.** The Plan Administrator will allocate net income, gain or loss using the following method *(Choose one of (a), (b) or (c))*:

(a) **Account Earnings.** The Plan credits to each Account the Account's actual earnings, including Trust earnings if applicable.

(b) **Interest.** The Plan credits to each Account interest at the rate of _____% per annum compounded _____.

(c) *(Specify)* _____

5.11 **VESTING/SUBSTANTIAL RISK OF FORFEITURE.** A Participant's Deferral Contributions are *[Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's Account.] (Choose one of (a), (b), (c) or (d). Choose (e) as applicable):*

(a) **100% Vested.** Immediately Vested without regard to additional Service.

(b) **Forfeiture under Vesting Schedule.** Vested according to the following vesting schedule:

Years of Service	Vested Percentage
_____	_____
_____	_____
_____	_____
_____	_____

For this purpose, a "Year of Service" means: _____

(c) **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows *(Choose (1) or (2))*:

(1) The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

(2) *(Specify)* _____

(d) *(Specify)* _____

(e) **Contributions affected.** The following contributions are subject to the vesting schedule under (b), Substantial Risk of Forfeiture under (c) or vesting as described in (d) *(Choose one or more of (1), (2) or (3))*:

(1) **Salary Reduction Contributions.**

(2) **Nonelective Contributions.**

(3) **Matching Contributions.**

(4) *(Specify)* _____

[Note: Any contribution type the Employer does not elect under (e) is immediately 100% Vested. If the Employer elects (a), it need not elect (e) or one of (f) through (i) below.]

Forfeiture Allocation. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures *(Choose one of (f), (g), (h) or (i))*:

- (f) **Reversion.** As a reversion to the Employer. *[Note: Do not elect (f) in a Governmental Eligible 457 Plan.]*
- (g) **Additional Contributions.** As the following contribution type *(Choose one or (1) or (2))*:
- (1) **Nonelective.** As an additional Nonelective Contribution.
- (2) **Matching.** As an additional Matching Contribution.
- (h) **Reduce Fixed Contributions.** To reduce the following fixed contribution *(Choose one of (1) or (2))*:
- (1) **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.
- (2) **Matching.** To reduce the Employer's fixed Matching Contribution.
- (i) *(Specify):* _____
_____.

**ARTICLE VIII
TRUST PROVISIONS – GOVERNMENTAL ELIGIBLE 457 PLAN**

8.01 MODIFICATION OR SUBSTITUTION OF TRUST. The following provisions apply to Article VIII of the Plan *(Choose one of (a) or (b) as applicable)*:

- (a) **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____

The remaining Article VIII provisions apply.
- (b) **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan as "Appendix A."

8.04 DISCRETIONARY/NONDISCRETIONARY TRUSTEE. *(Choose one of (a) or (b))*:

- (a) **Discretionary trustee.** [Plan Section 8.04] The Trustee is a discretionary Trustee.
- (b) **Nondiscretionary trustee.** [Plan Section 8.04(A)] The Trustee is a nondiscretionary Trustee.

8.16 CUSTODIAL ACCOUNT/ANNUITY CONTRACT. The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) *(Choose one or more of (a), (b) or (c) as applicable)*.

- (a) **Custodial account(s).**
- (b) **Annuity contract(s).**
- (c) *(Specify):* _____
[Note: The Employer under (c) may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

Eligible 457 Prototype Plan
Salary Reduction Contributions/Employer Contributions Adoption Agreement

PLAN EXECUTION

The Employer hereby agrees to the provisions of the Eligible 457 Prototype Plan, as modified by the elections the Employer has made in this Adoption Agreement, and in witness of its agreement, the Employer, by its duly authorized officer or official, has executed this Adoption Agreement, on this ___ day of _____, _____.

Name of Employer: Akron Regional Hospital Association

Employer's EIN: 34-0943605

Signed: Maurice J. Louis

President - CEO

[Name/Title]

The Trustee, by executing this Adoption Agreement, accepts its position as Trustee and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee under the Prototype Plan and Trust Agreement. The Trustee has signified its acceptance, on this ___ day of _____, _____.

Name of Trustee: N/A- Tax Exempt

Signed: N/A- Tax Exempt

[Name/Title]

PENSION PROTECTION ACT AMENDMENT FOR 457(b) PLAN

Akron Regional Hospital Association, as Employer sponsor ("Employer"), adopts this Amendment to the Akron Regional Hospital Association 457(b) Plan ("Plan").

RECITALS

Recent law changes, including the Pension Protection Act of 2006 ("PPA"), affect the Plan; and

The Plan gives the Employer the authority to make amendments to the Plan, and the Employer wishes to update the Plan for law changes currently in effect.

The Employer therefore amends the Plan by adding the following provisions to the Plan:

ARTICLE I PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Employer's election.** The Employer adopts all Articles of this Amendment, except those Articles which the Employer specifically elects not to adopt.
- 1.4 **Construction.** Any "Section" reference in this Amendment refers only to this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section or other numbering designations.

ARTICLE II DEFINITION OF UNFORESEEABLE EMERGENCY

- 2.1 **Application.** Effective for taxable years beginning after December 31, 2001, this Article II applies only if the Plan permits a distribution to a Participant on account of an unforeseeable emergency.
- 2.2 **Definition of unforeseeable emergency.** An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Participant's Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control.
- 2.3 **Definition of Beneficiary.** The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan account upon the Participant's death.

**ARTICLE III
DEFERRALS FROM POST-SEVERANCE COMPENSATION**

3.1 **Post-severance deferrals limited to Post-Severance Compensation.** For taxable years beginning after December 31, 2001, deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation as defined in Section 3.2.

3.2 **Post-Severance Compensation defined.** Post-Severance Compensation for purposes of this Article III includes the amounts described in (a) and, if elected, (b) below, paid after a Participant's Severance from Employment with the Employer, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment. The Employer, by its election in this Amendment, also may elect to *include* in the definition of Post-Severance Compensation the amounts described in (c) or (d) below, or both.

(a) **Regular pay.** Post-Severance Compensation *includes* regular pay after Severance of Employment if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) **Leave cashouts and deferred compensation.** Post-Severance Compensation *does not include* (unless the Employer elects in (b)(1) below to include all of the amounts described in this (b)) leave cashouts if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, Post-Severance Compensation includes payments of deferred compensation if the compensation would have been included in the definition of Compensation if it had been paid prior to the Participant's Severance from Employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

[] (1) **Election to *include* leave cashouts and deferred compensation.** The Employer elects to *include* all of the amounts described in this (b) as Post-Severance Compensation.

(c) **Salary continuation payments for military service Participants.** Post-Severance Compensation does *not* include (unless the Employer elects (c)(1) below to include all of the amounts described in this (c)) payments to an individual who does not currently perform services for the Employer by reason of Qualified Military Service (as described in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service.

[] (1) **Election to *include* salary continuation payments for military service Participants.** The Employer elects to *include* all of the amounts described in this (c) as Post-Severance Compensation.

(d) **Salary continuation payments for disabled Participants.** Post-Severance does *not* include Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)) (unless the Employer elects (d)(1) below to include all of the amounts described in this

Tax-Exempt

(d). If elected, this provision will apply either only to non-highly compensated Participants or to all Participants for the fixed or determinable period specified in Section 3.2(d)(1)(ii) below.

(1) **Election to include salary continuation payments for disabled Participants.** The Employer elects to *include* all of the amounts described in this (d) as Post-Severance Compensation. In addition, this provision will apply as follows (*Choose only one of (i) or (ii)*):

(i) **Non-highly compensated only.** This provision applies only to disabled employees who are non-highly compensated employees immediately before becoming disabled.

(ii) **Fixed or determinable period.** This provision applies to all employees who are permanently and totally disabled, for the following period: _____
(*e.g., for a period of two years from the date of the disability*)

3.3 **Limitation on Post-Severance Compensation.** Any payment of Compensation paid after Severance of Employment that is not described in Section 3.2(a), (b), (c) or (d) above is not Post-Severance Compensation, even if payment is made by the later of 2½ months after Severance from Employment or by the end of the calendar year that includes the date of such Severance of Employment.

**ARTICLE IV
QUALIFIED DOMESTIC RELATIONS ORDERS**

4.1 **Application.** Effective April 6, 2007, this Article IV applies only if the Plan permits a distribution pursuant to a qualified domestic relations order ("QDRO").

4.2 **Permissible QDROs.** A domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.3 **Other QDRO requirements apply.** A domestic relations order described in Section 4.1 is subject to the same requirements and protections that apply to QDROs.

Except as provided in this Amendment, the Plan remains unchanged and in full force and effect.

The Employer has executed this Amendment on February 2, 2010.

AKRON REGIONAL HOSPITAL ASSOCIATION

By: Marianne S. Lorini

MARIANNE G. LORINI, President-CEO
[Print Name, Title]

Top Hat Plan Exemption

The attached statement must be filed within 120 days after the plan is adopted (D.O.L. Reg. Sec. 2520.104-23(b)(2)). If you fail to comply with this requirement, the plan must distribute and file a Summary Plan Description and must meet other applicable reporting and disclosure requirements. You will need to review the statement for accuracy, fill in the number of employees covered under the plan, sign and date the statement, and finally, mail the statement to:

U.S. Department of Labor
Employee Benefits Security Administration
Top Hat Plan Exemption
200 Constitution Ave, NW, N-1513
Washington, DC 20210