APPALACHIAN REGIONAL HEALTHCARE, INC.
PENSION PLAN

SUMMARY PLAN DESCRIPTION
May, 2014

This summary describes the provisions of the Appalachian Regional Healthcare, Inc. Pension Plan (the "Plan"), most recently restated effective January 1, 2013 and amended for technical changes required by law thereafter. The Plan provides benefits for Appalachian Regional Healthcare, Inc. ("ARH") employees who are represented by the United Steelworkers of America in accordance with the collective bargaining agreement between ARH and the United Steelworkers of America, AFL-CIO-CLC. Plan Members may examine or obtain a copy of the Plan document upon written request to the Pension Committee.

The Plan is a non-contributory, defined-benefit pension plan. Because the Plan is non-contributory, you are neither required nor permitted to make contributions to help pay for Pension benefits. Instead, ARH makes all contributions to the Plan, based on the amount actuarially determined to be necessary to provide sufficient funds to pay benefits due under the Plan.

Because the Plan is a defined-benefit pension plan, your retirement benefit will be based on years of Credited Service rather than on the amount of money contributed to the Plan on your behalf. For more details about how your benefit will be calculated, see question 14. The Plan was established and is maintained by:

Appalachian Regional Healthcare, Inc.
2285 Executive Drive
Lexington, Kentucky 40504
Telephone (606) 226-2440

The Plan is self-administered by Appalachian Regional Healthcare, Inc. ARH is the official "Plan Administrator." However, the Pension Committee is responsible for the day-to-day administration of the Plan. The Pension Committee is composed of members who are appointed by the President of Appalachian Regional Healthcare, Inc. The Plan Administrator and the Pension Committee may be contacted at the above address and telephone number.

The Plan's agent for service of legal process is at the above address and telephone number. Service of legal process may also be made by the Plan Administrator (Appalachian Regional Healthcare, Inc.) or the Plan's Trustees:

Charles Schwab Bank
Attn: Vice President, Business Trust
211 Main Street, 14th Floor
San Francisco, CA 94105

Community Trust and Investment Company
P. O. Box 2947
Pikeville, KY 41502

The identification number of the Plan which should be used in any written correspondence is 52-0795508-002. The end of the year for Plan fiscal records is June 30.

In the following pages, you will find "Questions and Answers" which illustrate the provisions of the Plan. The sole intent of these "Questions and Answers" is to aid in explaining the Plan. However, you should know that the Plan document is the official governing instrument in the event there appears to be any misstatement or misinterpretation in any part of the "Questions and Answers" section. If you have questions concerning any of the information contained in this booklet, you should contact your Administrator or the Corporate Director, Compensation and Benefits.

QUESTIONS AND ANSWERS

1. When was the plan put into effect?

The Original Plan was implemented on January 1, 1973, and was amended and restated in its entirety effective January 1, 2013. The purpose of the Plan continues to be to provide for the retirement of Employees who become Members of the Plan.

2. Who is eligible for membership in the plan?

An ARH Employee who is covered by the terms of a collective bargaining agreement between ARH and the United Steelworkers of America, AFL-CIO-CLC is eligible for membership if the individual:

A. Completed at least one thousand (1000) hours of Service in his first twelve (12) months of employment; or
B. Completed at least one thousand (1000) hours of Service in any plan year; or
C. Is anticipated to meet either of the requirements in (a) or (b) above.

3. What is a "Plan Year"?

A "plan year" is the twelve (12) month period starting July 1 and ending the following June 30.

4. What determines my eligibility for pension benefits?

To be eligible for a benefit, a Plan Member (see question 2) must have either:

A. Completed at least five (5) years of Service or:
B. Attained age sixty-five (65) while an ARH Employee.

5. What is "Service" and how is it determined?

A member earns an hour of "service" for every hour he works or is paid for leave benefits by ARH for services actually rendered in an employment classification covered by the Plan. In addition, he may receive full credit for Service while receiving temporary disability benefits and/or receiving salary continuation from ARH for 1 year while on workers compensation.

"Service" consists of two components, "Past Service" and "Future Service." Past Service is Service earned prior to 1975. Future Service is Service earned in 1975 and later years.

Past Service is equal to years and completed months of employment from the most recent date of hire through December 31, 1974. This may include periods of employment with Miners Memorial Hospital Association, Homeplace Clinic or Mount Mary Hospital. Beginning January 1, 1975, a year of Future Service will be recognized for every plan year (July 1 through June 30) in which a Member earns at least one thousand (1,000) hours of Service.

Service is used to determine an individual's eligibility for membership in the Plan (see question 2) and eligibility for benefits from the Plan (including Vested Benefits discussed in question 9).

In some cases, Service also determines whether or not a previous period of employment will be counted in deciding eligibility for and the calculation of benefits (see question 7).

6. How is a Member's "Credited Service" for benefit accrual determined?

Credited Service as of January 1, 1975, includes years and completed months of continuous employment, reduced to reflect part-time employment and excluding periods of leave without pay.

For each plan year (see question 3) from January 1, 1975, Credited Service is based on the following table:

HOURS OF SERVICE	CREDITED SERVICE
1756 or More	1.0
1561 – 1755	0.9
1366 – 1560	0.8
1171 – 1365	0.7
976 – 1170	0.6
781 – 975	0.5
586 – 780	0.4

391 – 585	0.3
196 – 390	0.2
100 – 195	0.1
Less than 100	0.0

Any Member who continues to work past age sixty-five (65) will earn Credited Service for that additional period of employment.

7. What is a "Break in Service" and how does it affect benefits?

A "break in service" is a plan year in which a Member has less than five hundred (500) hours of Service due to termination of employment. A Break in Service will cause a Member to lose credit for time worked prior to the latest date of employment.

If a **non-vested** Member's consecutive Breaks in Service as of his re-employment date equal or exceed the greater of five or the aggregate number of years of Service earned before the consecutive Breaks in Service, his Credited Service will not include any periods of employment prior to his reemployment.

During absences on account of maternity, paternity, or adoption leave, a member receives credit for the Service he or she would ordinarily have earned, up to 501 hours. These hours count solely toward avoiding a Break in Service and not as additional credit for early retirement eligibility or vesting. The hours are credited not when they would have been earned, but in the year the absence began if that would otherwise have been a break year; if not, then in the following year.

8. What happens if I terminate employment before I earn five years of service and later return to work for ARH?

If a Member's consecutive Breaks in Service as of his re-employment date equal or exceed the greater of five or the aggregate number of years of Service earned before the consecutive Breaks in Service, his Credited Service will not include any periods of employment prior to his re-employment.

9. What are the requirements for earning a vested benefit?

Members who have completed five (5) years of Service, will have earned a full Vested Benefit. A Member who becomes entitled to such a monthly retirement benefit is said to have a "vested benefit."

10. When will I be eligible for normal retirement?

Your "Normal Retirement Date" will be the first day of the month coincident with or immediately following your 65th birthday.

For Example, let's assume that a Member's date of birth is March 15, 1951. In this case, his Normal Retirement Date will be April 1, 2016 (the first day of the month following his 65th birthday). If he had been born on April 1, however, his Normal Retirement Date would be April 1, 2016 (the first day of the month coincident with his 65th birthday).

11. May I retire before my normal retirement date?

If you have reached age 55 and earned at least five (5) years of Credited Service, you may elect to retire early. Your early retirement benefit will be reduced because you will complete fewer years of Service and your benefit will be payable for a longer period of time than if you retired at age 65. The exact amount of the reduction will depend on your age at retirement. You may obtain further information about reductions in early retirement benefits from your Administrator or by writing to the Corporate Director, Compensation and Benefits. For Disability Retirement see question 22.

12. May I retire after my normal retirement date?

Yes, you may retire after your Normal Retirement Date. However, accrued benefits of a Member must commence no later than the Member's required beginning date (see question 13)

13. Is there a mandatory age that a plan member must begin to receive pension benefit payments?

If a Member is no longer active at work, payment of his or her accrued benefits must commence no later than April 1 following the calendar year in which the Member attains age seventy one and one-half (70½).

14. What will determine the amount of my pension benefit and how will it be calculated under the plan?

For terminations on and after April 1, 1998, monthly retirement benefits will be calculated using the following formula:

$25.00 multiplied by total Credited Service

Let us assume that a Member, born on June 30, 1953, became employed on July 1, 1987. His Normal Retirement Date will be July 1, 2018, and we assume he retires on that date. Let us also assume that the Member's age is 65 and earned a full year of Service and Credited Service for each year employed, for a total of 31 years of Credited Service.

The monthly retirement benefit for this Member, would be calculated as follows:

$25 x 31 = $775.00 Benefit at age 65.

15. Are benefits the same for men and women?

Yes. The Plan provides identical benefits to both sexes.

16. How do I claim my pension benefits?

When you are ready to claim your Pension Benefits, you should:

A. Complete an Application for Benefits (Form APR-20) and a Proof of Age Form.
B. Complete a Designation of Beneficiary Form (APR-21).
C. You may obtain these forms from your Administrator or Personnel Office.
D. Submit the completed forms along with your proof of age document to:

Corporate Director, Compensation and Benefits
c/o Appalachian Regional Healthcare, Inc.
P.O. Box 8086
Lexington, KY 40533

If you have questions about filing your claim, see your Administrator or contact the Corporate Director, Compensation and Benefits.

18. How will my benefit be paid to me?

I. Standard Forms of Payment

If you are married. The standard form of payment of a married Member's benefit is a "qualified joint and survivor annuity" with the Spouse. This means you will be paid a monthly income for life. At your death, your spouse will receive payments in an amount equal to 50 percent of the payments you received. If your spouse dies after your benefits start (but before your own death), you will receive the same monthly benefit you had been receiving before your spouse's death.

The payments you receive under the qualified joint and survivor annuity will be a reduced amount of what you would receive under the Plan's benefit formula described under Question 14 above. This reduction is made to account for the actuarial value of the surviving spouse benefit.

With written spousal consent a Member may waive the automatic joint and survivor benefit by completing a Qualified Joint and Survivor Election Form (QJS-49A) which is available from your Administrator or the Corporate Director, Compensation and Benefits.

If you are single. The standard form of payment for an unmarried Member is a monthly income for life with 24 guaranteed payments. If you die before receiving at least 24 monthly payments, the remainder of those 24 monthly payments will be paid to your beneficiary, after which all payments cease. If you continue to live beyond the 24 monthly payments have been made, you will continue to receive a monthly payment in the same amount, but no further payments will be made to you beneficiary after you eventually die.

The benefit formula explained in Question 14 above is based on the monthly income for life with 24 guaranteed payments form of payment.

II. Optional Forms of Payment

Alternate methods of receiving benefits are available to you and may be elected prior to retirement. If you are married, spousal consent may be required. When you are near retirement, you may request a personalized estimate of the benefits payable to you under the various options and an explanation of how each option works. Additionally, your Administrator or the Corporate Director, Compensation and Benefits will be available to explain the options available to you.

Briefly, the options are:

<u>GROUP A: Single Life-Only Annuity</u>

Under this form of payment, you will be paid a monthly income for life. Because there are no guaranteed payments and no survivor benefit, this option generally provides the largest monthly benefit. However, all payments stop when you die.

If you are married, you must have your spouse's consent to this form of payment.

GROUP B: 50, 75, or 100 Percent Joint and Survivor Annuity Forms

Other option payment forms include three forms of a "Percent Joint and Survivor Annuity." If you are married, you do not need your spouse's written consent to choose any of the Percent Joint and Survivor Annuity forms unless you designate someone other than your spouse as your beneficiary.

Under any of these forms, you will be paid a reduced monthly income for life, with payments continuing to your designated beneficiary after your death.

Your payments will be reduced compared to what you would have received under the Plan's benefit formula based on the monthly income for life with 24 guaranteed payments form of payment, because payments will be made for two persons' lifetimes. The reduction is based on factors specified in the Plan.

At your death, your beneficiary (spouse or non-spouse) will receive payments in an amount equal to a certain percentage of the payments you received, for his or her lifetime. The percentages available to be paid to your beneficiary, depending on the Percent Joint and Survivor Annuity form you choose, are 50, 75, or 100 percent of your own benefit.

GROUP C: Life Annuity and 60, 120 or 240 Guaranteed Monthly Payment Forms

These payment forms are similar to the monthly income for life with 24 guaranteed payments form of payment, except that they pay monthly guaranteed payments for 60 months (that is, 5 years), 120 months (10 years), or 240 months (20 years) respectively.

Under these payment forms, the monthly benefits are reduced from the basic benefit because they are divided among a greater number of guaranteed payments. The greater the number of guaranteed payments, the greater the reduction in the monthly benefit.

If you are married, you must have your spouse's consent to elect this form of payment.

Please note that the benefit available to you may depend on your age at retirement, the age of your Beneficiary and your relationship to your Beneficiary. For specific

information about the optional forms of payment available to you, contact your Administrator or the Corporate Director, Compensation and Benefits.

19. Will I receive social security benefits in addition to plan benefits?

Any benefits payable to you under the terms of the Plan are in addition to benefits you may be entitled to receive from Social Security.

20. Will my beneficiary receive a benefit if I die before retirement?

Yes, If you die before attaining age 55 and meet all of the following requirements your Beneficiary will be eligible to receive a benefit on the date you would have attained age 55.

A. You are currently employed by Appalachian Regional Healthcare, Inc.

B. You are a Vested Member.

C. You are survived by spouse and/or children.

If you die after attaining age 55 your Beneficiary will be eligible to receive a benefit immediately, if you meet both of the following requirements:

A. You are a Vested Member.

B. You are survived by a spouse and/or children.

No benefit will be payable if:

A. You are not a Vested Member

B. You are not currently employed by ARH and die before attaining age 55.

21. Will my beneficiary receive a benefit if I die after retiring?

Your beneficiary will receive a survivor benefit if you elect a Percent Joint and Survivor Annuity form of payment, in which case your surviving beneficiary will receive the survivor benefit at the indicated percentage of your monthly payment. Your beneficiary may also receive a benefit if you elect a Life Annuity and

Guaranteed Payment form of payment and the guaranteed payment period has not expired at the time of your death.

22. What benefit will be provided if I become disabled?

If you become totally disabled while an Employee of ARH as determined by the Pension Committee after earning at least five (5) years of Service, you will be retired on the date of your disability. Your Disability Retirement will start on your "Disability Retirement Date" which will be the later of (i) the first day of the first month for which you are determined by the Pension Committee to be disabled or (ii) the date you cease receiving benefits from another plan providing disability benefit that is sponsored by ARH.

A Member continues to earn both Service and Credited Service during a period in which the Member iss disabled and receiving benefits under a disability benefit plan sponsored by ARH.

A Member's disability retirement benefit is equal to the Member's accrued benefit as of his or her Disability Retirement Date. Unlike an early retirement or an in-service retirement, the Member's accrued benefit is not reduced if the Member's Disability Retirement Date is prior to his or her Normal Retirement Date. If your Disability Retirement Date is determined to be prior to the date benefit payments under a disability retirement actually begin, any past-due payments will be made in a single lump sum based on the actuarial value of such past-due benefits. A Member's Disability Retirement payments will cease if he or she recovers from his or her disability.

23. If I am re-employed by ARH after my benefits have started, will I continue to receive benefits?

No, you will receive no further benefits until your employment is terminated. When you terminate, your benefit will be adjusted to reflect any additional amounts you have earned and also for the benefit payments you have already received.

24. Will this plan always be in effect?

Every effort has been made to assure the continuation of this program indefinitely. Appalachian Regional Healthcare, Inc. must reserve the right, however, to suspend payments to the Trust for any year and to terminate this Plan at any time. It should be noted, however, that in the event of amendment, modification, suspension or termination of the Plan, benefits you have earned at that time may not be taken away to the extent then funded in the Trust Fund.

If the Plan terminates, the Trustee will compute the value of assets held by the Trust. The Plan actuary will then determine the value of each individual's benefit.

The value of the Trust Fund remaining after providing for the expenses of administration of the Plan and Trust will be allocated for purposes of paying monthly retirement benefits, disability benefits and death benefits in order of precedence and in the amounts indicated by the Employee Retirement Income Security Act. The amount that may be allocated for any individual who was among the twenty-five (25) most highly compensated employees may be restricted in accordance with federal laws and regulations.

When the interests of each individual have been determined, the Trust Fund will be liquidated and each individual's interest will be distributed to him. At Plan termination, payment of your benefit will come only from Plan assets or from the Pension Benefit Guaranty Corporation, as explained in the next question.

25. Are plan benefits insured?

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. If the Plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits

Generally, the PBGC guarantees most vested normal retirement age benefits, early retirement benefits and certain disability and certain benefits for your survivors.

The PBGC generally does not guarantee benefits greater than the maximum guaranteed amount set by law of the year in which the Plan terminates, benefits that have been increased within the five (5) years before Plan termination, benefits for which you are not vested, benefits for which you have not met all of the Plan's requirements, certain early retirement payments, and non-pension benefits such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from employers.

For more information on the PBGC insurance protection and the benefits it guarantees, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the PBGC's Technical Assistance Division, 1200 K. Street NW, Suite 930, Washington, D.C. 20005-4026 or call 1-202-326-4000 (not a toll-free number). TTY/TTD users may call the federal relay service toll-free number

at 1-800-877-8339 and ask to be connected to 1-202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site at http://www.pbgc.gov.

26. Are my plan benefits protected against claims of my creditors or other individuals?

Yes, any benefits due you are not subject to any claims of your creditors. You may not assign, sell or commit your unpaid benefits in any way unless the assignment results from a qualified judgment, decree or order relating to child support, alimony payments or marital property rights under state domestic relations law.

27. Are there any limitations on my benefits?

All tax-qualified retirement plans (like this Plan) are subject to regulation by the Internal Revenue Service. One of these regulations states that you may not lose your benefit as calculated under the Plan once you reach age 65; however, see question 26, "ARE PLAN BENEFITS INSURED?," for maximum amounts guaranteed by the PBGC in case of Plan termination.

Other regulations place certain maximums on the benefits, which you may receive from this Plan. Primarily, they are as follows:

A. There are certain legal limitations to the amount of benefits which the twenty-five (25) highest paid employees can receive if the Plan terminates or fails to meet certain financial requirements.

B. Annual benefits payable to you from this Plan may not exceed certain maximum levels, which are subject to annual cost-of-living adjustments. If you wish to know the precise value of these levels, contact the Corporate Director, Compensation and Benefits for details.

If, at retirement, you will receive benefits from any other pension plan to which ARH is contributing on your behalf, the amount of such benefits being received for the same period of employment covered under this Plan will be deducted from the benefits provided by this Plan. However, benefits will not be deducted if they are being paid under any public or governmental plan or programs -- such as Social Security.

28. Are there any limitations on my benefits?

Federal law also requires that the Plan be funded in accordance with certain legal standards that are designed to have the Plan's assets be no less than the present

value of all of the benefits accrued under the Plan. But, at certain times and for various reasons (particularly related to the Plan's investments and interest rates used to value Plan benefits), the Plan's assets may be less than the Plan's total accrued benefits.

You will receive written notice of any impact of the Plan's funding status on the Plan's benefits, if any.

29. Who holds the funds to provide benefits?

Appalachian Regional Healthcare, Inc. has entered into a trust Agreement with Charles Schwab Bank and Community Trust and Investment Company, to hold funds contributed to this Plan. It is important to remember that the funds held and invested in this Plan's Trust are for the exclusive benefit of Plan Members.

30. Who will answer my questions about the plan?

Your Administrator or his designee will answer your questions or you may contact the Corporate Director, Compensation and Benefits regarding your questions about the Plan.

31. What is the Pension Committee?

The "Pension Committee" is composed of members appointed by the President of Appalachian Regional Healthcare, Inc. The Pension Committee is responsible for the day-to-day administration of the Plan, and sees that all Members are treated equally and fairly.

32. If I am denied a benefit by the Pension Committee, will I receive an explanation?

Yes, if a claimant's claim is denied in part or in total, the Pension Committee will generally furnish notice of the denial in writing to the claimant within 90 days (or, if a claimant’s disability is material to the claim, 45 days) after receipt of the claim by the Pension Committee; except that if special circumstances require an extension of time for processing the claim, the period in which the Pension Committee is to furnish the claimant written notice of the denial shall be extended for up to an additional 90 days (or, if a claimant’s disability is material to the claim, 30 days), and the Pension Committee shall provide the claimant within the initial 90-day (or 45-day) period a written notice indicating the reasons for the extension and the date by which the Pension Committee expects to render the final decision.

The final notice of denial shall be written in a manner designed to be understood by the claimant and set forth:

A. The specific reason or reasons for the denial;

B. Specific references to the pertinent Plan provisions on which the denial is based;

C. A description of any additional material or information necessary to complete your claim with an explanation as to why such material or information is necessary; and

D. An explanation of the Plan's procedures for reconsidering your claim, including the time limits applicable to such procedures and a statement of the claimant's right to bring a civil action under Section 502 of ERISA if your claim is denied on appeal.

If your claim involves a determination of disability, the notice of denial will also include:

E. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a cop of such rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request; or

F. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Any claimant who has a claim denied may appeal the denied claim to the Pension Committee. Such an appeal must, in order to be considered, be filed by written notice to the Pension Committee within 60 days (or, if the claimant's disability is material to the claim, 180 days) of the receipt by the claimant of a written notice of the denial of his or her initial claim. If any appeal is filed in accordance with such rules, the claimant (i) shall be given, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim and (ii) shall be provided the opportunity to submit written comments, documents, records, and other information relating to the claim.

Upon any appeal of a denied claim, the Pension Committee shall provide a full and fair review of the subject claim, taking into account all comments, documents, records, and other information submitted by the claimant (without regard to whether such information was submitted or considered in the initial benefit determination of the claim), and generally decide the appeal within 60 days (or, if the claimant's disability is material to the claim, 45 days) after the filing of the appeal; except that if special circumstances require an extension of time for processing the appeal, the period in which the appeal is to be decided may be extended for up to an additional 60 days (or, if the claimant's disability is material to the claim, 45 days) and the Pension Committee shall provide the claimant written notice of the extension prior to the end of the initial period. However, if the decision on the appeal is extended due to the claimant's failure to submit information necessary to decide the appeal, the period for making the decision on the appeal shall be tolled from the date on which the notification of the extension is sent until the date on which the claimant responds to the request for additional information.

If an appeal of a denied claim is denied, the decision on appeal shall (i) be set forth in a writing designed to be understood by the claimant, (ii) specify the reasons for the decision and references to pertinent provisions of this Plan on which the decision is based, and (iii) contain statements that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim and, in the event the appeal involves a claim for benefits under the Plan, of the claimant's right to bring a civil action under Section 502(a) of ERISA. If the claim involves a determination of disability, the additional information for disability claims described above in the initial denial of a claim shall also be included in the written decision on appeal.

33. What are my rights under the Employee Retirement Income Security Act of 1974?

As a Plan Member, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at ARH's offices and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, by written request to the Pension Committee, copies of documents governing the operation of the Plan, copies of the latest annual report (Form 5500 Series), and the current summary plan description. The Pension Committee may make a reasonable charge for the copies.

- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan while they are acting in a fiduciary capacity. These people, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other Plan participants and beneficiaries. No one, including ARH or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Pension Committee to provide the materials and pay up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Pension Committee.

If your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or federal court after you have exhausted all remedies available under the Plan's claims and appeals procedure, as described under "Your Appeal Rights." In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court after you have exhausted all remedies available under the Plan's claims and appeals procedure.

If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the Employee Benefits Security Administration or you may file suit in a federal court. However, before filing a suit, you must exhaust your administrative remedies under the Plan's claims procedure.

If you sue, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees—for example, if it finds your claim is frivolous.

Assistance with Your Questions

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

If you have any questions about this statement or about your rights under ERISA, you should contact:

- The nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or

- The Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

33. What Are My Rights Under the Uniformed Services Employment and Re-employment Rights Act (USERRA)?

Subject to certain limits, USERRA protects your right to reemployment after you return from qualified military service and protects certain benefits with limitations while you are on qualified military leave. If you die while you are on qualified military leave you will be treated as if you died while an active Member in the Plan. Contact the Administrator for additional information about USERRA.