

SUMMARY PLAN DESCRIPTION

Advanced Radiology Services, P.C. 401(k) Profit-Sharing Plan

July 1, 2018



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Introduction

Advanced Radiology Services, P.C. is committed to helping you save for retirement. To help you reach your financial goals for retirement, Advanced Radiology Services, P.C. maintains the Advanced Radiology Services, P.C. 401(k) Profit-Sharing Plan. This summary plan description explains the principal features of the plan in effect on July 1, 2018.

A summary cannot include all details of the plan document or the administration and operation of the plan. If there is any omission or ambiguity in this summary plan description or any conflict between this summary and the terms of the plan, the provisions of the actual plan document will control. You may examine, without charge at the office of the *Plan Administrator*, all documents governing the plan. If you have questions or if you want to know how a plan provision applies to you, please contact the *Plan Administrator*.

Throughout this summary plan description, certain key words are *italicized*. These words are defined in the Glossary at the end of this summary. You may find it necessary to refer to these key words as you read this summary plan description.

Eligibility to Participate

Participation in the plan is open to all employees who are employed in *Covered Employment* and who meet the following requirements:

- For *Elective Contributions*, you must have completed 90 consecutive days of service; and
- For *Employer* contributions, you must have completed one *Year of Service*.

You will become a participant in the plan on the first *Entry Date* after you satisfy these eligibility requirements.

EXAMPLE:

Assume you are hired July 17, 2018. You will be eligible to make *Elective Contributions* on the first administratively feasible payroll day after 90 consecutive days of service. You will become a

participant for *Employer* contributions on August 1, 2019, which is the first *Entry Date* after one *Year of Service*.

If your employment terminates after you have become a participant and you are later reemployed by the *Employer*, you will become a participant again on your first day back at work in *Covered Employment*. If you terminate employment before you become a participant in the plan and you are rehired within one year, your eligibility service requirement and participation date will be based on your original date of employment. However, if you terminate employment before becoming a participant in the plan and return to employment with the *Employer* after one year, your new date of hire will be used to determine your eligibility date.

Contributions

Your Contributions

Elective Contributions

As a way to save for retirement, you may elect to have part of your regularly paid *Compensation*, your bonus *Compensation*, or both contributed to the plan on a pre-tax basis as an *Elective Contribution*. Regularly paid *Compensation* does not include any expense allowances or reimbursements, fringe benefits, reimbursed moving expenses, welfare benefits, or deferred compensation that you receive from the *Employer*.

You are not required to have *Elective Contributions* made on your behalf. However, if you choose to do so, the amount you elect to defer will be automatically deducted from your paycheck or bonus and credited to an account maintained for you. Since your taxable income is reduced, you pay less in current annual taxes when you make *Elective Contributions*.

Your initial election is effective as soon as possible after you become a participant in the plan. You may change your election, make a new election, or discontinue your *Elective Contributions* at any time.

Benefits of Making Elective Contributions

Your *Elective Contributions* are made on a pre-tax basis to help you save for retirement. This means that amounts contributed to the plan are not

subject to current income taxes. As a result, your current taxable income will be reduced (although your gross pay remains the same).

For example, if you are in the 25% income tax bracket, and you contribute \$1,600 in *Elective Contributions* for the calendar year, you will reduce your pay subject to federal income taxes by \$1,600. This reduction could save you up to \$400 on your federal income taxes (25% x \$1,600). Note that FICA taxes, unlike income taxes, do have to be paid on any *Elective Contributions*.

You may also be eligible for a tax credit based on your deferrals (a "Saver's Credit"). If your income is below certain levels, this credit could further reduce the federal income tax you pay. You should consult your tax advisor to determine if you are eligible for the Saver's Credit and the amount of your potential tax savings. Information about the Saver's Credit is also provided in IRS Form 8880 (Credit for Retirement Savings Contributions), available on www.irs.gov.

Finally, earnings on your contributions are not taxable to you as long as you leave them in the plan. This means that by authorizing *Elective Contributions* to the plan instead of putting the same money into a savings account, you can save the income taxes that you would have otherwise had to pay on the earnings. This tax deferral permits a much more rapid accumulation of funds for your retirement.

Limit on Elective Contributions

Federal law limits the amount of *Elective Contributions* you may make in a calendar year. For the 2018 calendar year, your *Elective Contributions* to all plans in which you participate may not be more than **\$18,500**. In addition, if you are at least age 50 before the end of a calendar year, you are also allowed to make "catch-up" *Elective Contributions* during the calendar year. Catch-up *Elective Contributions* are limited to **\$6,000** for the 2018 calendar year. These dollar amounts may be adjusted in future years.

The *Employer* will attempt to prevent your *Elective Contributions* from exceeding the dollar limit. However, if you have made *Elective Contributions* to this plan and also to a plan of an unrelated company that exceeded the limit, you must request that one or both of the plans distribute the excess to you, and the amount over the limit will generally be taxable to you. If you do not request that the excess contribution be paid to you, the excess amount is taxable to you, but it stays in the plan and will be taxed again when you receive it as a distribution in a later year.

Under this plan, you must notify the *Plan Administrator* by February 15 of the following year if you want an excess amount paid to you. The notice must include the excess amount and an acknowledgement that it exceeds the limit on *Elective Contributions*. Once the notification has been received, the excess contributions will be returned to you (with earnings) no later than the April 15 following the calendar year in which the excess contributions occurred. Failure to timely notify the *Plan Administrator* about excess contributions can result in adverse tax consequences to you.

Also, if you are a highly compensated employee (generally, an employee whose gross pay is more than \$120,000), certain nondiscrimination rules imposed by the Internal Revenue Service may further limit how much you may contribute. You will be notified by the *Plan Administrator* if you are affected.

Rollovers

Even if you have not yet satisfied the eligibility requirements to participate in the plan, you may roll over certain distributions from a former employer's retirement plan to this plan. The former employer's plan could be a qualified plan (such as a 401(k) plan), a 403(b) tax-sheltered annuity, or a 457(b) deferred compensation plan maintained by a governmental entity. However, no rollovers of after-tax employee contributions or Roth 401(k) contributions are permitted.

The rules governing rollovers are complex and there may be reasons why your rollover would not be accepted (for example, if it is from an IRA or contains Roth contributions). If you have questions regarding rollovers, contact the *Plan Administrator*. A rollover may be made directly to this plan by the other plan or, if the distribution is made to you, you may roll it over to this plan within 60 days of the date you receive the distribution.

Employer Contributions

Profit-Sharing Contribution

The *Employer* decides each *Plan Year* (or other more frequent period) whether to make a profit-sharing contribution to the plan and, if so, the amount to be contributed. The *Employer* also determines the contribution period, which may be the *Plan Year*, each calendar quarter, or any other specified period. The *Employer* is not obligated to make a profit-sharing contribution for any period.

As of January 1, 2018, if a profit-sharing contribution is made for a particular period, it will be allocated among the profit-sharing accounts of all participants who are employed in *Covered Employment* on the last day

of the period. If you do not meet this requirement because of *Retirement*, death, or *Disability*, you will still receive a share of the contribution.

The amount credited to your profit-sharing account is based on your *Compensation* for the *Plan Year* (or other applicable contribution period) in proportion to the total *Compensation* paid to all eligible participants for that period. Your share of the profit-sharing contribution is determined by the following fraction:

$$\text{Profit-Sharing Contribution} \quad X \quad \frac{\text{Your Compensation}}{\text{Total Compensation of All Eligible Participants}}$$

EXAMPLE:

Assume the profit-sharing contribution for the *Plan Year* is \$100,000, and your *Compensation* for the *Plan Year* is \$50,000. The total *Compensation* of all eligible participants for that *Plan Year* is \$2,500,000. Your share of the profit-sharing contribution made for the *Plan Year* will be:

$$\$100,000 \quad X \quad \frac{\$ 50,000}{\$2,500,000} \quad \text{or} \quad \$2,000$$

Put another way, if the contribution for a period is equal to 4% of the *Compensation* of all eligible participants for that period, your share will be equal to 4% of the *Compensation* you earn during that period. Different allocation rates may apply to certain participants, but such allocations must comply with IRS regulations prohibiting discrimination in favor of highly compensated employees.

Additional Contributions

To comply with certain nondiscrimination requirements imposed by the Internal Revenue Service, the *Employer* may decide to make additional contributions to the plan. If the *Employer* decides not to make these additional contributions and the plan does not satisfy the nondiscrimination requirements under the law, the *Employer* must return to the highly compensated employees all or a portion of their *Elective Contributions*. If this occurs and you are affected, you will be provided with more information at that time.

Accounts

All contributions are delivered to the Trustee to be held in a trust fund established exclusively for the benefit of all participants. A separate bookkeeping account will be established for you for the contributions made to the plan on your behalf. You will receive statements reflecting the activity and status of your account each year.

Investment of Your Account

You may direct the investment of your account. Because each individual has different financial goals and savings needs, a variety of investment options are available to you. Choosing the right investment for you depends on your age, how much risk you are willing to take, your retirement goals, other investments you might have, and other factors that are relevant to you. You will be provided information about the investment options available for your account, including information about the historical performance and cost of each option, and how to make changes to your investment selections.

The investment options may be changed from time to time, and you will be notified if this happens. You are responsible for the investment choices you make and the results of those choices. If you do not make an investment election, the Trustee will invest your account in an option designated as the default choice.

Self-Directed Brokerage Account

You also have the opportunity to invest your account through a self-directed brokerage account. This option provides experienced investors with additional flexibility. With a self-directed brokerage account, you have access to thousands of investments, including mutual funds, stocks, and bonds. You pay regular retail brokerage fees and commissions when you initiate a transaction in your brokerage account. All fees, including any fees assessed for maintaining the brokerage account, will be paid directly from your account.

Earnings and Losses

All of the investment options offered are affected by market changes. Accordingly, the market value of your account as of each *Valuation Date* will reflect both market gains and losses.

Having a diverse portfolio can help you balance your investment risk. Diversifying means spreading your risk by investing in a variety of investment options. When you diversify, you reduce the chances of being hit hard by the poor performance of one investment or investment type.

Expenses

If plan-related administrative expenses are paid from the assets of the plan, these expenses will generally be charged to your account in proportion to the balances of all participant accounts, or as an equal dollar amount for each participant. However, the *Employer* may decide only to pay expenses attributable to the accounts of terminated participants from the assets of the plan, and to charge those expenses to the accounts of those terminated participants on a uniform and nondiscriminatory basis. In that case, once you terminate employment, your account will be charged a portion of the expenses attributable to the accounts of terminated participants.

Certain expenses attributable only to your account may be charged only to your account. For example, if you divorce and the plan receives a proposed *Qualified Domestic Relations Order* awarding a portion of your account to your former *Spouse*, expenses related to the approval and processing of the order may be charged directly to your account.

Each year you will receive an annual fee disclosure statement that will provide you with additional information regarding the fees, expenses and investments under the plan so you can take that information into account when making investment and other decisions regarding your retirement plan account. The notice will provide information on three different types of costs:

- investment-related costs related to each particular investment in the plan;
- general plan administration expenses; and
- individual expenses that relate only to you (such as *QDRO*, distribution, loan, or other plan fees).

Vesting

100% Vesting

You are 100% vested in your accounts for your *Elective Contributions* and rollovers. If you were a participant in the plan before January 1, 2008, you may also have a safe harbor contributions account. Safe harbor contributions are no longer authorized under the plan, but the *Employer* may have made safe harbor contributions to the plan in prior years. If you participated in the plan prior to January 1, 2008, and have a safe harbor contributions account, you are also 100% vested in that account.

Vesting Schedule

Vesting for profit-sharing contributions and amounts transferred from the *Money Purchase Plan* is determined by your *Years of Vesting Service*. You will become vested in these accounts according to the following schedule:

<i>Years of Vesting Service</i>	<i>Vested Percentage</i>
Less than 2 years	-0-
2 years	34%
3 years	67%
4 years or more	100%

Regardless of your *Years of Vesting Service*, you will automatically become 100% vested in all of your accounts if you are employed when you reach your *Normal Retirement Date* or if you die or become *Disabled* while employed by the *Employer*.

EXAMPLE:

Your employment terminates after you have three *Years of Vesting Service*. If your accounts subject to *Vesting* are valued at \$10,000 when you receive a distribution, you will receive \$6,700 (\$10,000 multiplied by 67%).

Forfeiture of Benefits

If your employment terminates after January 1, 2018, any nonvested amounts in your account will be forfeited after you have a *Break in Service* of sixty consecutive months or if you receive a distribution of your vested account balance.

Generally, forfeited amounts are applied to reduce the next *Employer* contribution to the plan. Forfeitures are not returned to the *Employer*.

Reemployment

If you terminate employment and receive a distribution of the vested portion of your account balance, the nonvested portion of your account will be forfeited as described above. Generally, if you are reemployed before you have a *Break in Service* of sixty consecutive months, you may repay the amount you received. If you repay the amount you received, the nonvested part of your account that was forfeited will be restored to your account. The repayment must generally be made by the earlier of the fifth anniversary of reemployment or the fifth anniversary of your termination date following the distribution. If you were 100% vested when you terminated, you do not have the opportunity to repay the distribution.

Generally, if your employment terminates and you are later rehired by the *Employer*, you will be credited with the *Years of Vesting Service* you earned prior to termination.

If you were partially vested and received a distribution of your vested account, your future years of service will not increase your *Vesting* in the amounts allocated before your employment terminated unless you repay the distribution in the time period described above.

EXAMPLE:

At the time your employment terminated, your total account balance was \$6,000, and your vested account balance was \$4,500. You elected to take a distribution and the nonvested amount (\$1,500) was forfeited at that time. You are rehired two years later. When you are rehired, you are credited with the *Years of Vesting Service* you had earned before you terminated employment. Your *Years of Vesting Service* will apply to any "new" funds allocated to your accounts.

Since you were rehired before you had a *Break in Service* of 60 consecutive months, you may repay the \$4,500 distribution. If you repay the \$4,500 distribution, the nonvested portion of your account (\$1,500) will be restored to your account. After the nonvested portion has been restored, your vested percentage will apply to both the "old" and any "new" funds in your account. By having the forfeiture restored, you are able to increase *Vesting* in an amount that was once forfeited.

Distributions/Withdrawals

Distribution After Termination of Employment

You may request a distribution from the plan when your employment terminates. If your vested account balance is more than \$1,000, you have the option of requesting a distribution or leaving your account in the plan. If you make a request for distribution, payment will be made as soon as administratively possible.

If you do not request a distribution, the law requires that payment begin no later than April 1 of the year following the year in which you reach age 70½ or if later, the year your employment terminates (unless you own more than 5% of the stock of the *Employer*).

If your vested account balance is \$1,000 or less, you do not have the option of leaving your account in the plan. Unless you request an earlier distribution, your account automatically will be distributed as soon as administratively possible after the end of the *Plan Year* in which your employment terminates.

How Your Benefits Are Distributed

If your vested account balance is \$1,000 or less, payment will be made in a single lump sum.

If you have a *Money Purchase Plan* account and your vested account balance is more than \$5,000, your *Money Purchase Plan* account will be distributed by purchasing from an insurance company one of the following annuities, unless you elect an alternative form of payment.

- If you are married when your benefits begin, your *Money Purchase Plan* account will be used to purchase a "qualified joint and survivor annuity" from an insurance company. This form of benefit pays a monthly benefit to you for your life, and after your death, 50% of your benefit to your surviving *Spouse* for his or her life.
- If you are unmarried, your *Money Purchase Plan* account will be used to purchase a "single life annuity" from an insurance company. This form of benefit pays a monthly benefit to you for your life. No benefits are paid after your death.

You may waive the standard form of annuity payment described above and elect an alternative form of benefit payment. However, if you are married, your election of an alternative form of benefit payment is effective

only if your *Spouse* consents in writing to the waiver of the qualified joint and survivor annuity within 180 days before your benefit payments begin. Your *Spouse's* consent must be witnessed by a plan representative or by a notary public.

If you do not have a *Money Purchase Plan* account, or if you have a *Money Purchase Plan* account and you (and your *Spouse*, if you are married) waive the standard form of annuity payment, and your vested account balance is more than \$1,000, then you may elect to receive:

- A single lump sum payment of your entire account;
- A partial payment of any portion of your account; or
- Installment payments over a period no longer than your life expectancy (or the joint life expectancy of you and your *Beneficiary*) at the time of distribution. The life expectancies are set forth in IRS tables. If your *Beneficiary* is not your *Spouse*, the installment period may be restricted under IRS regulations. The installments must be paid at least annually.

Distribution Upon Death

If you have a *Money Purchase Plan* account and your vested account balance is more than \$5,000 when you die, your *Money Purchase Plan* account will be paid to your designated *Beneficiary* as follows:

- If you are married, your *Money Purchase Plan* account will be used to purchase a preretirement survivor annuity for your surviving *Spouse*. The annuity will pay a monthly benefit to your *Spouse* until his or her death. This form of death benefit is automatic unless you and your *Spouse* waive it.
- You may waive the annuity form of death benefit any time after the beginning of the *Plan Year* in which you reach age 35 and elect an alternative form of distribution of your benefits and/or an alternative or additional *Beneficiary*. In order for your waiver to be valid, it must also be signed by your *Spouse*. Your *Spouse's* signature must be witnessed by a plan representative or by a notary public. You may revoke this waiver at any time.
- Your *Money Purchase Plan* account will be paid in a lump sum to your *Beneficiary* if you have no surviving *Spouse* or you and your *Spouse* waive the annuity form of death benefit.

If you die before receiving any benefits and your total vested account balance is at least \$1,000, your *Beneficiary* has the option to request a distribution or leave your account in the plan for up to five years. However, installment payments must begin to be paid by December 31 of the year following your death. If your *Spouse* is your *Beneficiary*, payment may be delayed until the year you would have attained age 70½. Payment will be made as soon as administratively feasible after your *Beneficiary* requests a distribution and provides the necessary documentation concerning your death.

If you die before receiving any benefits and your vested account balance is less than \$1,000, your *Beneficiary* does not have the option of leaving your account in the plan. Your *Beneficiary* will receive a lump sum distribution as soon as possible after the end of the *Plan Year* in which your death occurs unless requested earlier.

If you die after you have begun to receive installment payments, payments will continue to your *Beneficiary* according to the same schedule of installment payments until your account has been completely distributed. However, your *Beneficiary* may choose to receive the remaining benefit in a single lump sum payment.

Designation of Your Beneficiary

If you do not designate a *Beneficiary*, the plan provides that benefits payable after your death will be distributed to a *Beneficiary* determined in the following default order:

- your *Spouse*;
- your children (and if deceased, their children);
- your parents; and then
- your brothers and sisters.

If you do not want this order of distribution, or if you want to name a different *Beneficiary*, you should designate a *Beneficiary* by completing and signing a form furnished or approved by the *Plan Administrator*. Your will is not effective as a beneficiary designation.

If you are married, your *Spouse* automatically will be your sole primary *Beneficiary*. The only exception to this rule is if your *Spouse* consents to another primary *Beneficiary* in writing and has the written consent witnessed by a notary public or plan representative. Your beneficiary designation may be changed at any time, with appropriate spousal consent, by submitting a valid designation form to the *Plan Administrator*.

Withdrawal of Your Benefits While Still Employed

There are limited opportunities to withdraw funds from the plan while you are still working for the *Employer*. Withdrawals are permitted in the following situations:

- **Age 59½.** If you have reached age 59½, you may request payment of all or a portion of your vested account balance. Even if you request and receive a distribution after you attain age 59½, you will still continue to be eligible for contributions until your employment terminates.
- **Hardship.** You may request a distribution from your *Elective Contributions* account and/or rollover account to meet an immediate financial hardship. The minimum amount of a hardship withdrawal is \$1,000.

You will receive a distribution only if you demonstrate there is an immediate financial hardship due to one of the following:

<i>Purchase of Home</i>	The purchase of (but not mortgage payments for) your principal residence.
<i>Tuition</i>	Tuition and related educational expenses for post-secondary education for you, your <i>Spouse</i> , your children or your dependents.
<i>Medical Expenses</i>	Certain medical expenses for you, your <i>Spouse</i> or your dependents.
<i>Eviction/Foreclosure</i>	The prevention of eviction from or foreclosure on the mortgage of your principal residence.
<i>Funeral Expenses</i>	Burial or funeral expenses for your parents, your <i>Spouse</i> , your children or your dependents.
<i>Casualty Repair</i>	Expenses in excess of \$100 for the repair of a casualty (i.e., damage caused by a sudden, unexpected or unusual incident such as a fire, flood, storm, or vandalism) to your principal residence.

You must submit satisfactory proof that a hardship exists, and you will be required to suspend *Elective Contributions* for six months following a hardship distribution. You will not be permitted to take another hardship withdrawal from the plan until after the end of the 12-month period following the date on which the withdrawal was received.

Loans to Participants

As of January 1, 2018, you may request a loan from the plan. If you apply for a loan, you will be given a copy of the loan procedures for the plan that explains the rules and limits on loans in further detail. Your loan will be evidenced by a written promissory note providing for the payment of principal and interest in level amounts. If you fail to repay any part of the loan, the Trustee may deduct the balance, including any unpaid interest due on the loan, from your vested account balance. You must consent to the use of your vested account balance as security for the loan; if you have a *Money Purchase Plan* account that is being used as security for the loan, then your *Spouse* must also consent, if you are married. The *Plan Administrator* may ask for additional security.

Administration of the Plan

The *Plan Administrator* has overall responsibility and authority to administer the plan, to interpret its provisions, and to formulate such rules and regulations as are necessary to administer the plan in accordance with its terms. The *Employer* may appoint an administrative committee with overall responsibility and authority for the administration of the plan.

Review Procedures

The *Plan Administrator* is responsible for determining the amounts payable under the plan. An application for benefits will either be approved or denied under a review process. The review process sets limits on the amount of time you may take to make a request for benefits and for the *Plan Administrator* to respond.

Making a Claim for Benefits

If you submit a claim (application for benefits) under the plan, you must do so in writing to the *Plan Administrator*, on the forms provided for that purpose. The *Plan Administrator* will inform you of the approval or denial of your claim within 90 days of its receipt, unless you are notified prior to that time that an extension (not to exceed an additional 90 days) is necessary.

If your claim is denied, you will receive written notification that will include:

- the reason for the decision;

- the section of the plan on which the decision is based;
- a description of any additional material that you could present to prove your claim;
- an explanation of why the additional material is needed; and
- an explanation of the steps you must take to appeal the denial of your claim, including a statement of your right to bring civil suit under section 502(a) of *ERISA* in the event of a denial on appeal.

Appealing Claims Decisions

You (or your representative) have the right to appeal for a full and fair review of the denial of your claim within 60 days of receiving notification of the denial. A full and fair review affords you (or your representative) the right to submit written statements, records, or other information relating to your claim and the right to reasonable access to, and copies of, all documents, records, and other information relevant to your claim, at no cost. The *Plan Administrator* will inform you of the approval or denial of your appealed claim within 60 days of receipt of your appeal, unless you are notified that an extension (not to exceed an additional 60 days) is necessary.

If your claim is again denied, you will receive written notification including:

- the reason for the decision;
- the section of the plan on which the decision is based;
- a statement that you are entitled to receive, at no cost, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and
- information regarding additional appeal procedures, if any are available, including a statement of your right to bring civil suit under section 502(a) of *ERISA*.

Exceptions to the 60-day period may be applicable if appeals are handled by a committee or board of trustees that holds regular meetings at least quarterly.

Special Rules for Disability Claims

If you are making a claim that you are totally disabled, as defined under this plan, the 90-day time period for initial review by the *Plan Administrator* is shortened up to 45 days with the possibility of up to two 30-day extensions, if deemed necessary by the *Plan Administrator*. If you wish to appeal the decision, you (or your representative) have 180 days (rather than 60) to submit the appeal. The *Plan Administrator's* time period for notification of the decision on your appeal is also reduced to 45 days, plus a 45-day extension, if deemed necessary. Full and fair review of your appeal will:

- be provided by a "named *Fiduciary*" who is an individual other than the individual responsible for the initial determination (or a subordinate of that individual);
- if a medical judgment is necessary, include consultation with an appropriately trained health care professional;
- provide for identification of the medical or vocational experts whose advice was obtained in making the initial claim denial;
- provide that the health care professional consulted for the appeal will be an individual other than the individual consulted for the initial determination (or a subordinate of that individual); and
- provide, free of charge and with time enough for you to respond before the final determination on review, disclosure of any new or additional evidence considered, relied upon, or generated, or rationale used, in making the determination.

If your disability claim is denied initially or upon review, in addition to the information normally required, your written notification will include:

- a discussion of the decision including, if applicable, an explanation of the basis for disagreeing with, or not following, the views of healthcare or vocational professionals evaluating you or a determination of disability by the Social Security Administration;
- the specific internal rules and protocols relied upon in making the decision, or a statement that none exist; and

- a statement that you are entitled to receive, upon request and free of charge, copies of documents and information relevant to your claim.

Additional Information

Plan Amendment or Termination

The *Employer* intends to continue the plan indefinitely. However, the *Employer* has the power to amend or modify the plan at any time. The plan cannot be amended to retroactively reduce your benefits or vested percentage, however.

The *Employer* has the right to stop making contributions to the plan permanently or to terminate the plan. The plan automatically terminates if the *Employer* goes out of business or is sold or merged and the successor does not adopt the plan. If the *Employer* decides to stop making contributions permanently, your account will become 100% vested, but the funds may remain in trust to be distributed when you become eligible to receive a distribution. Generally, if the plan is terminated, your account becomes 100% vested and will be distributed to you. However, in some circumstances all or a portion of your account may have to be rolled over to a successor plan of the *Employer*. No plan assets will be returned to the *Employer*.

Pension Benefit Guaranty Corporation

Your benefits are not insured under the insurance provisions of *ERISA* which establish the Pension Benefit Guaranty Corporation. This is because the insurance provisions of *ERISA* do not include plans such as this one in which assets are held in individual accounts for each participant.

Effect on Taxes

The plan has been designed to meet Internal Revenue Code requirements to take advantage of special tax treatment for retirement plans. This means that the benefits that you earn are not currently taxable to you. You are taxed only when you actually receive benefits from the plan. The taxation depends on when and how your benefits are paid to you.

In general, any payments you receive from the plan will be subject to ordinary income tax. In addition to income taxes, if you receive a distribution before age 59½ as a result of your termination, it will also be

subject to a 10% early distribution penalty tax, unless an exception applies. For more information about these exceptions, refer to Publication 575 (Pension and Annuity Income) available on www.irs.gov.

Mandatory Federal withholding of 20% applies to all taxable income distributions directly to you from the plan. Mandatory state withholding may also apply. You can defer paying income tax and avoid the withholding by requesting a direct rollover to an individual retirement account (IRA) or an eligible retirement plan of another employer, in which case the entire amount of the distribution will be transferred to the IRA or other plan. You will be provided with a summary of the rules governing rollovers and the tax treatment of distributions received from the plan. However, the tax treatment of distributions is quite complex and subject to frequent changes. You should consult your tax advisor before you take a distribution from the plan.

Federal law requires that you must begin to receive your benefits by the April 1 after the calendar year in which you reach age 70½, or if later, the year your employment terminates. However, if you directly or indirectly own more than 5% of the stock of the *Employer*, payments are required to begin no later than the April 1 of the year following the year in which you reach age 70½ whether or not your employment has terminated. If you do not receive at least the required minimum amount of distribution when you reach age 70½, you will be required to pay a tax equal to 50% of the amount that should have been distributed.

Assignment of Benefits

Your benefits generally are not assignable, but may be subject to claims of creditors to the extent permitted by law, or as required by a *Qualified Domestic Relations Order (QDRO)*, discussed below.

Qualified Domestic Relations Order (QDRO)

The plan is required by law to obey court orders (such as divorce decrees) that require a percentage of your benefits to be paid to a *Spouse*, former *Spouse*, child or dependent. If such an order is determined by the *Plan Administrator* to be a *QDRO*, the plan will be required to comply with the terms of the order and will make every effort to notify you of any attempt to subject your benefits to a court order. A *QDRO* must satisfy certain legal requirements before it can be accepted. You may want to have the *QDRO* approved by the *Plan Administrator* before the order is entered with the court to make sure it will be accepted. You may obtain, without charge, a copy of the plan's procedures governing *QDROs* upon request from the *Plan Administrator*.

Qualified Military Service

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), if you return from *Qualified Military Service* to employment with the *Employer* within certain time limits, you are entitled to make up the contributions you could have made and receive an allocation of *Employer* contributions you would have received if you had been employed by the *Employer* during the period of *Qualified Military Service*. If you die while engaged in *Qualified Military Service* (with reemployment rights), you will become 100% vested in your accounts for profit-sharing contributions and amounts transferred from the *Money Purchase Plan* regardless of the number of *Years of Vesting Service* you had at the time you left. For more information on your rights under USERRA and military leaves, contact the *Plan Administrator* or visit www.dol.gov/vets.

Top Heavy Plans

There are special minimum benefit requirements for plans that become top heavy. In general, a plan is top heavy if the benefits for certain officers and shareholders of the *Employer* are more than 60% of the benefits for all participants.

ERISA 404(c) Intent

The plan is intended to constitute a plan described in Section 404(c) of *ERISA* and Title 29 of the Code of Federal Regulations Section 2550.404c-1. As a result, *Fiduciaries* of the plan may be relieved of liability for any losses which are the direct and necessary result of your investment decisions and instructions. In accordance with Section 404(c), you are entitled to request any of the following information regarding the plan's investment options:

- Prospectuses and/or brochures for any investment option;
- Financial statements and reports provided about plan investment options;
- A description of the assets held by each investment option and their value;
- A description of the annual operating expenses of any investment option (such as investment management fees, administrative fees, and transaction costs) which reduce the rate of return and the aggregate annual expenses expressed as a percentage of average net assets;

- Information about the past and current value of shares or units available in the investment option; and
- The current share or unit value of each investment option held in your account.

Implied Promises

Nothing in this summary plan description says or implies that participation in this plan is a guarantee of continued employment with the *Employer*, nor is it a guarantee that the plan will remain unchanged in future years.

Your Rights Under ERISA

As a participant in the plan, you are entitled to certain rights and protections under *ERISA*. The following information summarizes your rights and protections under that law.

Plan Information

Once each year you will receive a summary of the plan's annual financial report. You may examine, without charge at the office of the *Plan Administrator*, all documents governing the plan and copies of all documents filed with the U.S. Department of Labor, including the latest annual report (Form 5500 Series). You may obtain copies of all plan documents upon written request to the *Plan Administrator*. A fee for the copies may be charged.

Each year you may request a statement of your account. This statement indicates your vested percentage. If your account is not vested, the statement will indicate the approximate date it will become vested. You will not be charged for this statement.

If you request a plan document, report or statement to which you are entitled and do not receive it within 30 days, make sure your request has been received. It is intended that you be provided with any requested material as quickly as possible. However, under the law you may enforce your request by filing suit in federal court. If you sue and the court finds you were entitled to the documents and the delay could have been avoided, the court may direct the *Employer* to pay you up to \$110 a day until you receive the materials.

Plan Fiduciaries

In addition to creating rights for plan participants, the law also defines the obligations of those involved in operating employee benefit plans, including employers and the plan trustees. These persons and companies are known as "fiduciaries." Fiduciaries must act solely in the interest of the plan participants and must exercise prudence in the performance of their plan duties. Fiduciaries who violate *ERISA* may be removed and required to reimburse any losses they have caused the plan. *ERISA* also provides that you may not be fired or discriminated against to prevent or discourage you from exercising the rights guaranteed by *ERISA*.

Enforcement of Rights

Most misunderstandings about the plan can be resolved quickly and fairly with your cooperation, but occasionally a dispute may arise. If you feel you have been improperly denied a benefit in full or in part, you have a right to know why, to obtain copies of documents relating to the decision without charge, to appeal the denial within certain time schedules and, finally, to file suit in a federal or state court if your claim is denied on appeal. In addition, if you disagree with the plan's decision, or lack thereof, concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. If you are successful in your lawsuit, the court may require the other party to pay your legal costs, including attorney fees. If you lose, the court may order you to pay all costs and fees.

Assistance with Questions

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

Plan Information

Type of Plan

This plan is a defined contribution plan. This means that an individual account is maintained for each participant and benefits under the plan are based solely on the value of that account.

Name of Plan

The name of the plan is the Advanced Radiology Services, P.C. 401(k) Profit-Sharing Plan.

Plan Year

January 1 – December 31

Name and Address of Employer

Advanced Radiology Services, P.C.
3264 North Evergreen Drive
Grand Rapids, Michigan 49525
(616) 363-7272

A complete list of the names and addresses of participating employers may be obtained by written request to the *Plan Administrator*.

Plan Sponsor

The plan is sponsored by:

Advanced Radiology Services, P.C.
3264 North Evergreen Drive
Grand Rapids, Michigan 49525
(616) 363-7272

Employer Identification Number

The Employer Identification Number assigned to Advanced Radiology Services, P.C. by the Internal Revenue Service is 38-3380785.

Plan Number

The plan number for this plan is 001.

Plan Administrator

The plan is administered by:

Advanced Radiology Services, P.C.
3264 North Evergreen Drive
Grand Rapids, Michigan 49525
(616) 363-7272

Type of Administration

This plan is self-administered by Advanced Radiology Services, P.C. and its delegates.

Plan Trustee

The members of the *Board of Trustees*
3264 North Evergreen Drive
Grand Rapids, Michigan 49525
(616) 363-7272

Agent for Service of Legal Process

The agent for service of legal process is:

Advanced Radiology Services, P.C.
3264 North Evergreen Drive
Grand Rapids, Michigan 49525
(616) 363-7272

Service also may be made on the *Plan Administrator* or the Trustee.

Glossary

Throughout this summary plan description, certain key words are used frequently. These italicized words are defined below to help you understand your benefits. You may find it necessary to refer back to these key words as you read this summary plan description.

Beneficiary: A *Beneficiary* is the person designated, or determined, to receive your benefits after your death.

Board of Trustees: The *Board of Trustees* serves as the Trustee of the plan. The members are the President, Vice President, Chief Administrative Officer, and Chief Legal Officer of the Employer. The Chair of the retirement plan committee also serves on the *Board of Trustees*. The current members are Brian Fedeson, M.D., President; Ryan Duhn, M.D., Executive Vice President; Richard Harper, M.D., Committee Chair; Richard Moed, Chief Administrative Officer; and Kay Nolen, Chief Legal Officer. However, these individuals will change as the positions held change from time to time.

Break in Service: A *Break in Service* occurs when you are not credited with an *Hour of Service* during a one-year period. Generally, you will not have a *Break in Service* if you are off for maternity or paternity leave or an unpaid leave of absence under the Family and Medical Leave Act of 1993.

Compensation: *Compensation* consists of all amounts paid as salary or wages for the time you were a participant during the *Plan Year*, including any elective contributions made under a 401(k) plan or cafeteria plan maintained by the *Employer*, but excluding any military differential pay.

Usually, only amounts paid to you while you are employed are counted as *Compensation*. However, certain amounts paid to you after your employment terminates may also count as *Compensation*. To be included, the payment must be one that you would have received had your employment continued, such as your salary or wages, and generally must be paid within 2½ months after your employment terminates. *Compensation* does not include severance pay, or other amounts you receive only because your employment ended. However, timely payments for unused accrued sick, vacation, or other leave that you would have been able to use if your employment had continued are included.

Covered Employment: *Covered Employment* means employment covered by the plan. *Covered Employment* includes all employees except:

- a member of a collective bargaining unit;
- a leased employee (an individual who performs services for the *Employer* under a leasing agreement);
- a nonresident alien receiving no earned income from sources within the U.S.;
- classifications not considered employees (i.e., independent contractors); or
- employees of a related or affiliated company unless that company is a participating employer in this plan.

Disability: *Disability* means a physical or mental condition that prevents you from performing the duties of your employment. The *Plan Administrator* may require that one or more physicians certify that you are disabled.

Elective Contributions: *Elective Contributions* are the contributions you make to the plan on a pre-tax basis. This means your contributions are deducted from your gross pay before federal (and usually state and local) income taxes are withheld, however, you must continue to pay social security taxes on your total compensation.

Employer: *Employer* means Advanced Radiology Services, P.C. Strategic Administrative & Reimbursement Services, LLC ("STARS") has also adopted this plan for its employees and is a participating employer in the plan. Each reference to *Employer* in this summary plan description refers to both companies.

Entry Date: *Entry Date* with respect to *Elective Contributions* means the first administratively feasible payroll period date, and *Entry Date* with respect to *Employer* contributions means the first day of each month.

ERISA: The Employee Retirement Income Security Act of 1974 ("*ERISA*") is the federal law that governs this plan.

Fiduciary: A *Fiduciary* has the authority to control and manage the operation and administration of the plan. Fiduciaries must act solely in the interest of the plan participants and must exercise prudence in the performance of their plan duties.

Hour of Service: *Hour of Service* generally means each hour for which you are paid, whether or not you actually worked those hours. There are

limits on the total number of hours that are credited in some circumstances. You are also credited with your normally scheduled hours for the time you are performing *Qualified Military Service* as long as you return to work within certain time limits.

Money Purchase Plan: *Money Purchase Plan* means the Advanced Radiology Services, P.C. Money Purchase Pension Plan. The *Money Purchase Plan* was merged into this plan as of December 31, 2002. If you participated in the *Money Purchase Plan*, your *Money Purchase Plan* account was transferred to this plan.

Normal Retirement Date: Your *Normal Retirement Date* is the date you reach age 59½.

Plan Administrator: The *Plan Administrator* means the *Employer* or the committee or person(s) designated by the *Employer* to be the *Fiduciary* for the operation and management of this plan.

Plan Year: *Plan Year* means the 12-month period beginning each January 1.

Qualified Domestic Relations Order (QDRO): A *Qualified Domestic Relations Order* is a court order that assigns all or a portion of your vested account to a *Spouse*, former *Spouse*, child, or other dependent (e.g., court-ordered property settlement in divorce or separation, child support, or alimony payments).

Qualified Military Service: *Qualified Military Service* means the performance of duty in a uniformed service. For purposes of this definition, a uniformed service means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, or any other category of persons designated by the President in time of war or national emergency.

Retirement: *Retirement* means termination of employment on or after your *Normal Retirement Date* for any reason other than death or *Disability*.

Spouse: *Spouse* means the person, including a person of the same sex, to whom you are legally married.

Valuation Date: *Valuation Date* usually refers to the end of the *Plan Year*. The *Plan Administrator* may establish other, more frequent, *Valuation Dates*.

Vesting: *Vesting* describes the nonforfeitable percentage of your account.

Year of Service: You are credited with one *Year of Service* for each 12-month period, beginning on your date of employment or an anniversary of that date, that you work for the *Employer*.

Year of Vesting Service: If your initial date of employment is on or after January 1, 2018, a *Year of Vesting Service* means each 12-month period, beginning on your date of employment or an anniversary of that date, that you work for the *Employer*. If you were employed on December 31, 2017, your *Years of Vesting Service* are equal to the sum of the number of *Years of Vesting Service* determined under the following: (1) for *Plan Years* beginning before January 1, 2018, you are credited with a *Year of Vesting Service* for each *Plan Year* in which you completed at least 1,000 *Hours of Service*; and (2) you are credited with a *Year of Vesting Service* for each *Year of Service* beginning on or after January 1, 2018.