



**Acadiana Management Group, LLC
And Affiliates**



**Employee Stock Ownership Plan
Summary Plan Description**



SUMMARY PLAN DESCRIPTION

AMG EMPLOYEE STOCK OWNERSHIP PLAN

SUMMARY AS OF DECEMBER 2019

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INTRODUCTION

TYPE OF PLAN

AMG 2.0 Holdco, Inc. has established an employee stock ownership plan effective as of November 1, 2019. The plan is named the AMG Employee Stock Ownership Plan, but it will be referred to in this summary as the "Plan."

PLAN SPONSOR

AMG 2.0 Holdco, Inc. is the sponsor of the Plan, and will sometimes be referred to in this summary as the *Sponsoring Employer*, the *Employer*, *we*, *our* or *us*. Our address is 101 LaRue France, Suite 500, Lafayette, LA 70508-3144; our telephone number is (337) 269-9566; and our employer identification number is 84-2872891. The Adopting Employers have also adopted this Plan for the benefit of any of their employees who are eligible to participate. Any reference to the Employer in this summary will generally be a reference to any Adopting Employer.

PURPOSE OF THIS SUMMARY

This booklet is called a Summary Plan Description (the *SPD*) and it is meant to describe highlights of the Plan in understandable language. It is not, however, meant to be a complete description of the Plan, nor is it meant to interpret, extend or change the provisions of the Plan in any way. If there is a conflict between this SPD and the Plan, the provisions of the Plan control your rights, including your rights to benefits, and all claims and dispute resolution Procedures. A copy of the Plan and related documents are on file with the Administrator and you can read them at any reasonable time. Also, no provision of the Plan or this SPD is intended to give you the right to continued employment or to prohibit changes in the terms or conditions of your employment. If you have any questions that are not addressed in this summary, you can contact the Administrator (who is described in the next section) during normal business hours.

PLAN ADMINISTRATION

PLAN TRUSTEE

The Plan is administered under a written plan document and a separate trust agreement. The trustee is responsible for trusteeing the Plan's assets. The trustee is GreatBanc Trust Company. The trustee is a directed trustee, which means that the trustee invests the assets of the Plan as instructed by the ESOP Committee or by an investment manager (if appointed for management of Trust assets other than Company Stock). The trustee can be contacted at 801 Warrenville Rd., Suite 500, Lisle, Illinois 60532.

ADMINISTRATOR

All matters other than investments that concern the operation of the Plan are the responsibility of the Administrator of the Plan (the "Administrator"). The Administrator is the AMG Employee Stock Ownership Plan Committee (the "ESOP Committee") whose address is 101 LaRue France, Suite 500, Lafayette, LA 70508-3144, and whose telephone number is (337) 269-9566. Please direct your written letter requests for the Administrator to the Chairperson of ESOP Committee at 101 LaRue France, Suite 500, Lafayette, LA 70508-3144.

The Administrator has the power and authority to interpret the terms of the Plan based on the Plan document and existing laws and regulations, as well as the power to determine all questions that arise under the Plan. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an employee's eligibility for benefits, credited service, Disability, and retirement, or to interpret any other term contained in the Plan and related documents. The Administrator's interpretations and determinations are binding on all Participants, employees, former employees, and their beneficiaries.

PLAN NUMBER

For identification purposes, we have assigned number 001 to the Plan.

SERVICE OF LEGAL PROCESS

If you make a demand for binding arbitration pursuant to the terms of the Plan, or you attempt to file a legal action against the Plan for any reason, the demand for arbitration or legal process can be served on the Chairperson of the ESOP Committee at AMG 2.0 Holdco, Inc. at 101 LaRue France, Suite 500, Lafayette, LA 70508-3144. The demand for arbitration or legal process should also be served on the trustee.

GENERAL PLAN DEFINITIONS

Many definitions are used in this summary and most are defined in the section where they appear, but the following terms have broader application and are used throughout this summary:

ACCOUNT

Your Account represents the value of our contributions made to the Plan on your behalf, as well as the net earnings on those contributions. Your Account is divided into several sub-accounts for accounting purposes, including your Company Stock Account, which represents just the Company Stock (and the earnings thereon) allocated to your Account.

ADOPTING EMPLOYERS

Acadiana Management Group, L.L.C., Albuquerque-AMG Specialty Hospital, LLC, AMG 2.0, L.L.C., Central Indiana, AMG Specialty Hospital, LLC, Covington - AMG Rehabilitation Hospital, L.L.C., Houma, AMG Specialty Hospital, L.L.C., Las Vegas - AMG Specialty Hospital L.L.C., LTAC Hospital of Edmond, LLC and LTAC of Louisiana, L.L.C. have adopted the Plan as an Adopting Employer for the benefit of its employees. All service with an Adopting Employer will be counted in the same manner as service is counted for the Plan Sponsor. Any references to “us” or “we” shall be deemed to include the applicable Adopting Employer.

ALLOCATION PERIOD

The Allocation Period is the period of time for which a contribution to the Plan is allocated. The Allocation Period is generally the Plan Year, but to the extent contributions are made more frequently than annually, they will be allocated based on the Compensation earned during the Allocation Period. The first Allocation Period is from November 1, 2019 through December 31, 2019. Except as otherwise noted, a contribution for an Allocation Period of less than 12 months will not be adjusted at the end of the Plan Year to reflect annual Compensation.

BREAK IN SERVICE

You will incur a Break in Service if you fail to perform, in any 12-month computation period, more than 500 Hours of Service for eligibility purposes and more than 500 Hours of Service for Vesting purposes. A Break in Service may affect your eligibility to receive an allocation of contributions and the number of your Years of Service which are counted in determining your Vested Interest in your Account.

COMPANY STOCK

Company Stock means the common stock of AMG 2.0 Holdco, Inc.

DISABILITY

Disability is a physical or mental condition you suffer while you are a Participant that qualifies you for disability benefits under your employer’s long-term disability plan.

EXEMPT LOAN

An Exempt Loan is a loan made to the Plan, the proceeds of which are used to buy Company Stock on behalf of the Plan.

HOURLY SERVICE

An Hour of Service is any hour for which you have a right to be paid by us, for the performance of duties, including hours you are paid for vacation, holidays, illness, back pay and maternity leave.

NORMAL RETIREMENT AGE

Normal Retirement Age is the later of the date you reach age 65 or the fifth anniversary of the date you become a Participant in the Plan.

PARTICIPANT

An employee who satisfies the eligibility criteria and enters the Plan on an entry date. These rules are described in the section titled, "How You Become a Participant."

PLAN YEAR

The Plan Year is the 12-month accounting year of the Plan. It begins each January 1st and ends the following December 31st. The first Plan Year, however, is from November 1, 2019 December 31, 2019.

VESTED INTEREST

Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. However, notwithstanding any other vesting schedule set forth in this summary, as a Participant in the Plan, you will automatically have a 100% Vested Interest in your Account upon reaching Normal Retirement Age prior to termination of employment, upon your death prior to termination of employment, or upon suffering a Disability prior to termination of employment.

YEAR OF SERVICE

A Year of Service is a period of time used to determine your eligibility to participate in the Plan and to determine your Vested Interest. A Year of Service for eligibility purposes is a 12-month computation period in which you are credited with at least 1,000 Hours of Service.

Your initial eligibility computation period begins on your date of hire. Your second eligibility computation period overlaps your first eligibility computation period and begins on the first day of the Plan Year which begins prior to the first anniversary of your date of hire. For example, if your date of hire is August 1st, your first eligibility computation period will end on the last day of the following July, but your second eligibility computation period will have already begun on the immediately preceding January 1st and will end the following December 31st. Each succeeding eligibility computation period (if required) will begin January 1st and end December 31st.

A Year of Service for vesting purposes is a 12-month computation period in which you are credited with at least 1,000 Hours of Service. The vesting computation period in this Plan is the Plan Year. In determining your Vested Interest, all of your Years of Service will be counted except those that were credited prior to the date you reached age 18 and those that were credited during any period for which we did not maintain this Plan (i.e., prior to November 1, 2019).

EMPLOYER CONTRIBUTIONS**HOW THE CONTRIBUTION IS DETERMINED**

Making contributions to the Plan for any Plan Year is entirely discretionary on our part, as is the amount of any such contribution we may decide to make. However, we shall make contributions at least in the amount which, when combined with dividends that may lawfully be used to make payments on an Exempt Loan, is sufficient to meet the Plan's obligations on all outstanding Exempt Loans.

HOW YOU BECOME A PARTICIPANT

To become a Participant in the Plan, you must satisfy the following criteria (described in more detail below): (a) you must be an Eligible Employee; (b) you must satisfy the age requirement and the service requirement; and (c) you must be employed by us on the applicable entry date.

- **ELIGIBLE EMPLOYEES.** All employees are considered to be Eligible Employees except for the following ineligible classes of employees: (a) employees whose employment is governed by a collective bargaining agreement in which retirement benefits were the subject of good faith bargaining; (b) employees who are non-resident aliens who do not receive earned income from us which constitutes income from sources within the United States; (c) anyone who is a leased employee; (d) employees who are employed by an affiliated employer which does not adopt this Plan and (e) Employees classified by the Employer as federal work study employees. Any individual who sold Company Stock to the Plan and made an election under Section 1042 of the Internal Revenue Code, as well as related individuals, are also excluded from the Plan.
- **AGE REQUIREMENT.** You must be at least 21 years of age.
- **SERVICE REQUIREMENT.** You must be credited with at least a 1 Year of Service.
- **ENTRY DATE.** You will enter the Plan as a Participant on November 1, 2019, or the January 1st or July 1st that coincides with or next follows the date that you first satisfy both the age and the service requirements described above.

HOW YOU QUALIFY FOR A CONTRIBUTION ALLOCATION

For any Allocation Period in which we make a contribution, a portion of that contribution will be allocated to your Account if (1) you are a Participant in the Plan as described above; and (2) you satisfy the conditions described below for the Allocation Period.

- **ACTIVE PARTICIPANTS.** If you are still employed by us on the last day of an Allocation Period, you will be eligible to receive an allocation if you are credited with at least 1,000 Hours of Service during the Allocation Period.
- **TERMINATED PARTICIPANTS.** If you terminate employment with us before the last day of an Allocation Period because of your retirement on or after Normal Retirement Age, or because of your death, you will be eligible to receive an allocation regardless of the number of Hours of Service credited during the Allocation Period. However, if you terminate employment with us before the last day of an Allocation Period because of your Disability or for any other reason, you will not be eligible to receive an allocation for that Allocation Period.

However, no Participant who is classified as a Highly Compensated Employee will be eligible to receive an allocation for the Allocation Period ending on December 31, 2019.

HOW THE CONTRIBUTION IS ALLOCATED

Contributions shall first be used to repay an Exempt Loan. Company Stock purchased with an Exempt Loan is not allocated directly to your account. Rather, the Company Stock is placed in an unallocated employer securities account. When a contribution is made to the Plan and part of an Exempt Loan is repaid, a portion of the shares held in the unallocated employer securities account will be released and allocated. Shares of Company Stock are generally allocated to the Company Stock Account for each eligible Participant in the ratio that the Participant's Compensation for the Plan Year bears to the total Compensation of all Participants eligible for an allocation for the Plan Year. The value of the stock you receive in your account is not based on the amount of the contribution, but rather your allocable share of the Company Stock that was released due to the Exempt Loan payment and the value of the Company Stock as of the last day of the Plan Year.

Contributions that are not used to repay an Exempt Loan are also allocated in the ratio that each eligible Participant's Compensation for the Plan Year bears to the total Compensation of all Participants eligible for an allocation for the Plan Year. This means that the amount allocated to each eligible Participant's Account will, as a percentage of Compensation, be the same. For example, if a contribution that will not be used to repay an Exempt Loan is equal to 5% of all eligible Participant's Compensation, that's the amount that will actually be allocated to each eligible Participant's Account.

Due to Internal Revenue Code rules limiting the maximum amount that can be allocated to your account from all of our retirement plans (including our 401(k) plan) for any given year, the actual amount allocated to your account may be less than the allocable amount applying the formulas in the previous paragraphs (see Maximum Allocation Limitation, below).

HOW YOUR COMPENSATION IS DETERMINED

The amount of your Compensation used in determining the amount of the contribution allocated to your Account is the amount you receive from us during the Plan Year as reported on your Form W-2 adding back certain amounts (e.g., 401(k) plan and other health and benefit plan salary deferrals), but excluding any amount in excess of the annual dollar limitation on compensation imposed by law, which is \$280,000 for the Plan Year beginning in 2019, and which will thereafter be the amount set annually by law.

HOW YOUR VESTED INTEREST IS DETERMINED

Your Vested Interest in your Account, including any earnings allocated to this account from time to time, is determined by the Vesting schedule following this paragraph, based on your credited Years of Service at the time the determination is made. In determining your Vested Interest, all of your Years of Service will be counted, except those that were credited prior to the date you reached age 18 and those that were credited during any period for which we did not maintain this Plan (i.e., prior to November 1, 2019). Once your Account is fully Vested, all future contributions, earnings and allocations made to your Account are also fully Vested.

<u>Years of Plan Service.....</u>	<u>Percent Vested</u>
1 Year of Service.....	0% Vested
2 Years of Service	20% Vested
3 Years of Service	40% Vested
4 Years of Service	60% Vested
5 Years of Service	80% Vested
6 Years of Service	100% Vested

Notwithstanding the Vesting schedule set forth above, your Vested Interest in your Account will be increased to 100% when you reach your Normal Retirement Age, provided you haven't terminated employment with the Company. Your Vested Interest will also be increased to 100% if you die before you terminate employment with the Company.

Any part of your Account which is not Vested will be forfeited when you receive (or are deemed to receive) a distribution of your Vested Interest (or after you incur 5 consecutive Breaks in Service, if earlier) and will be allocated to the other Participants.

TOP HEAVY REQUIREMENTS

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered "top heavy." The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are "key" employees (that is, employees who satisfy certain ownership requirements and employees who are officers and whose Compensation for the Plan Year exceeds certain IRS limits). The Plan automatically satisfies this requirement in any Plan Year in which we contribute the required amount on your behalf to another plan (if any) that we sponsor. However, if the Plan is not exempt, then for each Plan Year in which the Plan is considered top heavy and in which you are a "non-key" employee who is employed by us on the last day of the Plan Year, you will receive a minimum allocation equal to the lesser of 3% of your Compensation or the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are key employees.

MAXIMUM ALLOCATION LIMITATIONS

The amount that can be allocated to your Account for any Plan Year is limited by law, but the limit only applies to the sum of our contributions and any forfeitures allocated to your Account and any account you may have in other qualified retirement plans that we may sponsor, such as our 401(k) Plan. The annual limit is the lesser of 100% of your Compensation or the annual dollar limitation on allocations imposed by law, which is \$56,000 for the Plan Year that ends in 2019 and which will thereafter be the amount set annually by law for each Plan Year effective each January 1st. This limitation does not apply to the amount of earnings that can be allocated to your Account or to any other funds transferred to this Plan on your behalf from another retirement plan. To the extent you would be allocable an amount in this Plan or our 401(k) Plan that would exceed these annual dollar limits, any excess shall be first corrected by returning any elective deferral contributions from the 401(k) Plan, then forfeiting any matching contributions on the elective deferrals, then forfeiting any employer contributions in the plans.

DISTRIBUTION OF BENEFITS

DISTRIBUTIONS FOR REASONS OTHER THAN DEATH

Distribution of your Vested Interest after you terminate employment because of Disability or retirement on or after your Normal Retirement Age will begin no later than the last day of the Plan Year following the year you terminate due to Disability or retirement, unless you request a later distribution date. Your Vested Interest will then be distributed to you in substantially equal annual installments over a minimum 5-year period.

If you terminate employment for any other reason (other than death, Disability or retirement on or after your Normal Retirement Age), distribution of your Vested Interest will begin no later than the last day of the Plan Year following the fifth anniversary of the date you terminated employment, unless you request a later distribution date. Your Vested Interest will then be distributed to you in substantially equal annual installments over a minimum 5-year period.

If your Vested Interest exceeds a certain threshold (\$1,130,000 for the Plan Year that ends in 2019, and which will thereafter be the amount set annually by law), the 5-year distribution period will be extended 1 additional year (but not more than 5 additional years) for each incremental amount (\$225,000 for the Plan Year that ends in 2019, and which will thereafter be the amount set annually by law) or fraction thereof by which your Vested Interest exceeds the threshold.

In addition to the payment rules described above, there are additional rules which require that certain minimum distributions be made from the Plan by certain dates. Generally, these minimum distributions must begin no later than (a) the April 1st following the end of the calendar year in which you reach age 70½ or (b) the April 1st following the end of the calendar year in which you retire. However, if you are a 5% owner, you must begin receiving minimum distributions by the April 1st following the end of the year in which you reach age 70½ even if you are still employed by the Employer. Although minimum distributions are not required to begin until April 1 of the year after the year containing the applicable event (age 70½ or retirement), we intend on beginning minimum distributions by the end of the year containing the applicable event (age 70½ or retirement) due to the amount of time it takes to complete the annual valuation of Company Stock and process distribution packages.

LUMP SUM CASH-OUTS

If your Vested Interest is \$5,000 or less, it will be distributed in a lump sum as soon as administratively reasonable after the plan year in which you terminate employment, even if the time you would normally be entitled to a distribution as described in the preceding paragraph has not yet occurred. In such event, you can elect to have your Vested Interest paid to you or rolled over to another qualified plan or individual retirement account (IRA).

However, if you fail to make a timely election and the amount of your Vested Interest is more than \$1,000 but not more than \$5,000, we will roll your Vested Interest over to an IRA we establish on your behalf at a

qualified financial institution. Your funds will then be invested in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity, such as an interest-bearing account, a certificate of deposit, or a money market fund. The IRA provider will charge your IRA account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. If your Vested Account is transferred to an IRA under this "automatic rollover" requirement, you will be given more information at that time regarding the IRA provider and any fees or expenses associated with the IRA.

DISTRIBUTIONS UPON DEATH

Generally, your Vested Interest will begin to be distributed to your beneficiary no later than the last day of the Plan Year following the year after your death. If you are not married, you can name anyone to be your beneficiary. If you are married, your spouse by law is your beneficiary unless he or she waives the death benefit in writing on a form provided by the Administrator. Your Vested Interest will be distributed to your beneficiary in substantially equal annual installments over a minimum 5-year period. If your Vested Interest exceeds a certain threshold (\$1,130,000 for the Plan Year that ends in 2019, and which will thereafter be the amount set annually by law), the 5-year distribution period will be extended 1 additional year (but not more than 5 additional years) for each incremental amount (\$225,000 for the Plan Year that ends in 2019, and which will thereafter be the amount set annually by law) or fraction thereof by which your Vested Interest exceeds the threshold.

If your death occurs *before* the date that minimum distributions must begin (as described in the preceding section), the distribution of your Vested Interest to your beneficiary must be made within certain legal time frames which are dependent upon several factors, including (1) whether you have a designated beneficiary, (2) your relationship to the beneficiary (spousal or non-spousal beneficiary) and (3) certain elections that your beneficiary may make after your death. There are certain circumstances, such as naming your estate or a charity as the beneficiary of your account that will require that your entire account be distributed by the end of the calendar year containing the fifth anniversary of the date of your death instead of being distributed over the longer installment periods described in the preceding paragraph. Please contact the Administrator for more information regarding payments to beneficiaries. However, if your death occurs *after* the date that minimum distributions must begin, the minimum death benefit that must be paid to your beneficiary each year after your death is based on the longer of your remaining life expectancy (had you survived) or the remaining life expectancy of your beneficiary. Your beneficiary may also choose to accelerate the payment rate.

Any death benefit received by your spouse can be rolled over to an IRA. A non-spouse beneficiary may establish a special IRA (an "Inherited IRA") that can receive a direct rollover of all (except for any required minimum distributions) or a portion of a death benefit that would be distributed from the Plan to that non-spouse beneficiary.

Certain portions of a death benefit may not be eligible to be rolled over into an Inherited IRA. If you (a deceased Participant) needed to take a required minimum distribution in the year of your death (but you have not yet taken that required minimum distribution), then that required minimum distribution cannot be rolled over from the Plan into an Inherited IRA. Similarly, if the non-spouse beneficiary needs to take any required minimum distribution from the Plan for the year in which the direct rollover occurs (or any prior year), then the non-spouse beneficiary cannot roll over that required minimum distribution into an Inherited IRA.

If a non-spouse beneficiary elects to roll over the death benefit to an Inherited IRA, then the inherited IRA will be subject to complicated required minimum distribution rules. You should inform your non-spouse beneficiary that (a) he or she is designated to receive your death benefit, and (b) your death benefit can be rolled over to an Inherited IRA. The non-spouse beneficiary should discuss any planning issues and tax consequences with their professional tax advisor with respect to a direct rollover of your death benefit into an Inherited IRA.

FORM OF DISTRIBUTION

Your Vested Interest will generally be distributed in the form of cash or Company Stock. However, as the Company Stock is not readily tradable, you can sell it back to us at its current fair market value during the 60-day period immediately following the distribution (or during an additional 60-day period in the year following the distribution). If we elect to be taxed as an S Corporation or our bylaws restrict ownership to the Plan and employees, we can require you to immediately sell any Company Stock that is distributed back to us. In that case, we can also elect to distribute your entire Vested Interest in cash rather than Company Stock.

RIGHT OF FIRST REFUSAL

Any Company Stock distributed to you that is not readily tradable is subject to a right of first refusal. This means that we have the right to match any offer you receive from a third party for the stock.

INVESTMENT OF ACCOUNTS

Your Account will be placed in the fund maintained by us, which will be invested by the Trustee primarily in Company Stock. Any part of your Account which is not invested in Company Stock will be invested in a diversified portfolio which may include savings and/or money market accounts, stocks, bonds, mutual funds, and insurance company funds.

Once Participants have terminated employment, shares of Company Stock in the accounts of Participants who have terminated employment shall be exchanged, to the extent available, for any cash or other liquid assets held by Participants who have not terminated employment. Such exchanges shall be based on the most recent fair market value of Company Stock and shall be made pro rata based on account balances.

Once you reach age 55 and you have been an active Participant in the Plan for at least 10 years, you have the right during the following five years to diversify up to a total of 25% of the Company Stock in your Account as long as you continue to be an Employee. During the sixth year, you can diversify up to a total of 50% of the Company Stock in your account, minus any previously diversified shares. To satisfy this requirement, you will either be able to take a distribution from the plan or transfer the diversification amount to another qualified plan. However, this right only applies if your Company Stock Account exceeds \$500.

TAX WITHHOLDING ON DISTRIBUTIONS

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking the distribution.

DIRECT ROLLOVERS NOT SUBJECT TO TAX

Any eligible distribution that is directly rolled over to another eligible retirement account (either another qualified retirement plan or an individual retirement account) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be directly rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, or over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you by law. There are other distributions that are not eligible for direct rollover treatment, and you should contact the Administrator if you have questions about a particular distribution.

20% WITHHOLDING ON TAXABLE DISTRIBUTIONS

If you have your benefit paid directly to you rather than having it rolled over to another eligible retirement account, you only receive 80% of the benefit payment. The Administrator is required to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting

it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld. You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

CLAIMS PROCEDURE

If you feel that you are entitled to a benefit that you are not receiving from the Plan, you can make a written request to the Administrator (or its delegate) for that benefit.

If your request is denied, you will be informed by written or electronic notice within 90 days after the Administrator receives your request. This notice will contain the following information: (a) the specific reason or reasons for denial; (b) specific reference to the Plan provisions on which the denial is based; (c) a description of any additional material or information necessary in order to present a thorough appeal and an explanation of why such material or information is needed; and (d) an explanation of the claim appeal procedure and time limits applicable to the procedure, including a statement of your right to pursue, pursuant to the Arbitration Procedure set forth in Section 11.21 of the Plan (the "Arbitration Procedure"), a claim in arbitration under the Employee Retirement Income Security Act of 1974 (ERISA) Section 502 after a denial on appeal.

Note: If the Administrator needs more than 90 days to review your claim for benefits, you will be advised by written or electronic notice within 90 days after the Administrator receives your claim. The notice will tell you why the Administrator needs more time (which cannot exceed an additional 90 days), and the date by which you can expect a decision.

If you disagree with the Administrator's decision to deny your claim, you can appeal the denial to the Administrator. You must submit this appeal to the Administrator within 60 days after the date that you receive the notice of denial of your initial claim. For purposes of the review, you have the right to (a) submit written comments, documents, records and other information relating to the claim for benefits; (b) request, free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim for benefits; and (c) a review that takes into account all comments, documents, records, and other information you submitted relating to the claim, regardless of whether the information was submitted or considered in the initial decision. If you do not appeal the denial pursuant to the procedures set forth in the claims procedure, the denial will be final, binding, unappealable, and non-arbitrable.

Your denied claim will be reviewed by the Administrator and within 60 days after receipt of the request for review you will receive a written or electronic notice of the Administrator's decision. The notice will (a) provide the specific reason or reasons for denial; (b) refer to the provisions of the Plan on which the denial is based; (c) contain a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and (d) describe any voluntary appeal procedures offered by the Plan and your right to pursue, pursuant to the Arbitration Procedure, a claim in arbitration under ERISA Section 502 after a denial on appeal.

Note: If the Administrator needs more than 60 days to review your denied claim, you will be advised in writing (or electronically) within 60 days after the Administrator receives the request for review. The notice will tell you why the Administrator needs more time (up to an additional 60 days), and the date by which you can expect a decision.

MANDATORY AND BINDING ARBITRATION

As a condition to any (i) Employee becoming eligible to participate in the Plan, (ii) any Employee, Participant, or Beneficiary receiving any contributions to his or her Plan account, and/or (iii) any Employee, Participant, or Beneficiary receiving any benefit under the Plan, such Employee, Participant, or Beneficiary is required to follow and comply with the provisions of the Arbitration Procedure set forth in Section 11.21 of the Plan (the "Arbitration Procedure") to resolve all Covered Claims. "Covered Claims" means all claims by an Employee, Participant or Beneficiary which arises out of, relates to, or concerns the Plan, the AMG Employee Stock Ownership Trust (the "Trust"), or the property or assets (of every kind or nature) held or acquired by the Trustee pursuant to the Trust (the "Trust Fund"), including without limitation, any claim for benefits under the Plan, Trust, or Trust Fund (after the Employee, Participant, or Beneficiary has first exhausted the claims procedure described above); any claim asserting a breach of, or failure to follow, the Plan or Trust; and any claim asserting a breach of, or failure to follow, any provision of ERISA or the Internal Revenue Code, including without limitation claims for breach of fiduciary duty, ERISA §510 claims, and claims for failure to timely provide notices or information required by ERISA or the Internal Revenue Code.

OTHER INFORMATION

ATTACHMENT OF YOUR ACCOUNT

Your creditors cannot garnish or levy upon your Account except in the case of a proper Internal Revenue Service tax levy, and you cannot assign or pledge your Account except as directed through a Qualified Domestic Relations Order (QDRO) as part of a divorce, child support or similar proceeding in which a court orders that all or part of your Account be transferred to another person (such as your ex-spouse or your children). The Plan has a procedure for processing QDROs, which you can obtain free of charge from the Administrator.

AMENDMENT OR TERMINATION OF THE PLAN

Although we intend for the Plan to be permanent, we can amend or terminate it at any time. Upon termination of the Plan, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all Accounts will be available for distribution at such time and in such manner as would have been permissible had the Plan not been terminated.

ACCOUNTS ARE NOT INSURED

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of ERISA do not apply to defined contribution plans such as employee stock ownership plans. For more information on PBGC coverage, ask the Administrator or contact the PBGC. Written inquiries to the PBGC should be addressed to: Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026. You can also call with any questions at (202) 326-4000.

PAYMENT OF PLAN EXPENSES

The Plan routinely incurs expenses for the services of lawyers, actuaries, accountants, third party administrators, and other advisors. These expenses will be paid from Plan assets unless the Employer, in its sole discretion, elects to pay the expenses in lieu of the Plan. Any expenses paid from Plan assets will be shared by all Participants either on a pro-rata basis or an equal dollar basis. If the expense is paid on a pro-rata basis, an amount will be deducted from your Account based on its value as compared to the total value of all Participants' Accounts. For example, if the Plan pays \$1,000 of expenses and your Account constitutes 5% of the total value of all Accounts, \$50 would be deducted from your Account ($\$1,000 \times 5\%$) for its share of the expense. On the other hand, if the expense is paid on an equal dollar basis, the expense is divided by the number of Participants and then the same dollar amount is deducted from each Participant's Account.

VOTING OF COMPANY STOCK

The Company Stock in your Account is not publicly traded. You have the right to vote if the matter put before the shareholders involves the approval or disapproval of a merger, consolidation, recapitalization, reclassification, liquidation, dissolution, or a sale of substantially all corporate assets. On all other corporate matters requiring a vote of the shareholders of the Company, including the election of the Company's board of directors, the Trustee shall vote the Company Stock in accordance with the terms of the trust agreement and in accordance with its duties under ERISA.

PARTICIPANTS RETURNING FROM ACTIVE MILITARY DUTY

If you leave to go on active military duty and you satisfy all of the requirements under the Uniformed Services Employment and Reemployment Rights Act (USERRA) to be reemployed by us upon completion of that service, then upon your reemployment we will make contributions to the Plan equal to the amount that would otherwise have been made for you but for the fact that you left for military duty. These contributions will be based upon the amount of Compensation that you would have otherwise received from us during your period of military service.

If you have USERRA reemployment rights and you die while you are performing your military service, you will be entitled to the same Vesting rights as if you had actually been reemployed by us immediately prior to the date of your death (that is, your Account will be considered 100% Vested).

STATEMENT OF ERISA RIGHTS

BASIC RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants are entitled to (1) examine, without charge, at the Administrator's office and at other specified locations, such as work-sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions (2) obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may make a reasonable charge for the copies; (3) receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report; and (4) obtain a statement telling you whether you have a right to receive a retirement benefit at Normal Retirement Age (as defined elsewhere in this summary) 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 retirement benefit, the statement will tell you how many more years you have to work to get a right to a retirement benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

DUTIES OF PLAN FIDUCIARIES

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for operating the Plan. The people who operate your Plan, who are called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

ENFORCEMENT OF RIGHTS

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may make a demand for arbitration in accordance with the Plan's Arbitration Procedure. In such a case, the arbitrator(s) may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied, in whole or in part, you have the right to use the Plan's claim procedures to request review of the claim and to make a demand for arbitration in accordance with the Plan's Arbitration Procedure if your claim continues to be denied (in whole or in part) on review. If your claim for benefits is ignored, you may make

a demand for arbitration in accordance with the Plan's Arbitration Procedure. If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may make a demand for arbitration in accordance with the Plan's Arbitration 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 U.S. Department of Labor, or you may make a demand for arbitration in accordance with the Plan's Arbitration Procedure. The arbitrator(s) will decide who ultimately should pay arbitration costs and legal fees in accordance with ERISA. If you are successful, the arbitrator(s) may order the person you assert your claim against to pay these costs and fees. If you lose, the arbitrator(s) may order you to pay these costs and fees, for example, if the arbitrator(s) find your claim is frivolous.

CONTACT INFORMATION

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits 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 can also go the Department of Labor's website at <http://www.dol.gov/ebsa/publications/wyskapr.html> where you can review a publication called "*What You Should Know About Your Retirement Plan.*"



ESOP



Employee Stock Ownership Plan
www.amghm.com

ESOP Participating Companies

Albuquerque-AMG Specialty Hospital ♦ Lafayette-AMG Specialty
Central Indiana-AMG Specialty Hospital ♦ Covington-AMG Rehabilitation Hospital
Houma-AMG Specialty Hospital ♦ Las Vegas-AMG Specialty Hospital
Oklahoma-City AMG Specialty Hospital ♦ Zachary-AMG Specialty Hospital
Acadiana Management Group