SUBURBAN HOSPITAL, INC.
RETIREMENT INCOME PLAN

SUMMARY PLAN DESCRIPTION

Effective as of January 1, 2017

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YOUR RETIREMENT BENEFITS

INTRODUCTION

The Suburban Hospital, Inc. Retirement Income Plan (the "Retirement Income Plan" or the "Plan") plays an important part in helping you meet your retirement income needs. The Plan has been designed to work together with Social Security and the Tax Deferred Annuity Plan so you can have greater financial security at retirement.

This is the Summary Plan Description (the "Summary") for the Plan. It is a summary of the Plan, as in effect as of January 1, 2017. Please read this Summary carefully and share it with your family so you will know what benefits to expect when you retire. If there is a conflict between this Summary and the Plan document, the Plan document governs.

Although Suburban Hospital intends to continue the Plan indefinitely, it reserves the right to amend, modify, reduce or terminate the Plan at any time, as provided by the Plan's amendment and termination procedures. This Summary is not a promise of continued employment. Under federal law, any changes would not reduce your vested accrued benefit up to the date of the change.

If you have any questions about the Plan or need more information than this Summary contains, contact the Retirement Office.

ELIGIBILITY AND PARTICIPATION

As an employee of Suburban Hospital, you are eligible to participate in the Retirement Income Plan on the first day of the month after you complete 1,000 hours of service during the 12-month period following your employment date or during any calendar year thereafter. You are not eligible to participate in the Plan if you are a leased employee (one who provides services to Suburban Hospital under a contract with a leasing organization), covered by a collective bargaining agreement, or a non-resident alien who receives no earned income from Suburban Hospital. You are also not eligible to participate in the Plan if you are classified as an "independent contractor," "consultant" or "leased employee" or any other individual not classified as an employee by the employer, regardless of your classification for any other purpose.

If you were an employee of an affiliated employer or an Other Entity (as defined below) and you transferred employment to Suburban Hospital, you will be credited with service for the purpose of eligibility to participate in the Plan for your prior periods of employment with the affiliated employer or an Other Entity prior to your date of transfer. "Other Entity" for this purpose means The Johns Hopkins University, Dome Corporation, Broadway Services, Inc., The Johns Hopkins Home Health Care Group, Inc., Johns Hopkins Pharmaquip, Inc., Johns Hopkins Home Health Services, Inc. and Johns Hopkins Pediatrics-At-Home.

You don't have to enroll to become a Plan participant. Suburban Hospital enrolls you automatically when you meet the eligibility requirements.

In accordance with the rules under the Uniformed Service Employment and Reemployment Rights Act of 1994 (“USERRA”), if you leave employment for periods of qualified military service and you are reemployed, you will be deemed to have remained a participant in the Plan for your period of qualified military service.

COST

Suburban Hospital pays the entire cost of the Retirement Income Plan and each year Suburban Hospital makes contributions to fund the Plan. The amount Suburban Hospital contributes to the Plan is based upon the recommendation of an enrolled actuary appointed by the Pension Committee. The actuary bases its determination on the funding policy established for the Plan, as well as the provisions of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) relating to minimum and maximum contributions.

Under Plan provisions in effect before January 1, 1982, participants were required to make mandatory contributions as a condition for their participation in the Plan. The current Plan provisions do not require employee contributions, however, employee mandatory contributions which were made prior to January 1, 1982, plus interest on those contributions are recorded in the mandatory employee contribution accounts of participants who made mandatory employee contributions.

YOUR ACCOUNT BALANCE

Under the Retirement Income Plan, Suburban Hospital establishes an account in your name. Your account is a notional account, meaning it is for recordkeeping purposes only. Your accrued benefit under the Plan is based on the accumulated Employer credits and Interest credits made to your account. In general, you will receive credits as long as you continue to work in employment covered by the Plan. Interest credits, however, continue to be made to your account until the time you receive or begin to receive your accrued benefit.

Your benefit is based on the value of your account when you retire. Here’s how it works:

1. Your account balance starts at $0 when you become a participant in the Plan, unless you participated in the Plan as of December 31, 1994, in which case your prior Plan benefit was converted to an amount to be credited to your opening account balance.

2. For each year of credited service (in which you work at least 1,000 hours of service) starting on January 1, 1995, your account is credited with 4% of your Annual Compensation.

3. Each December 31, your account balance as of the previous December 31 is credited with interest based on the average yield of U.S. Treasury securities at ten year constant fixed maturity determined as of December 31 of the prior year.

Under the Plan, “Annual Compensation” means your total year-end pay (W-2 earnings), plus any contributions you make to other Suburban Hospital-sponsored plans on a pre-tax basis, such as pre-tax medical plan premiums and your contributions to the Tax Deferred Annuity Plan. Your Annual Compensation taken into account under the Plan is subject to a limit established by federal tax law. For 2017, the annual limit on compensation for purposes of the Plan is $270,000.

Prior to January 1, 2009, 50% of your contribution to the Tax Deferred Annuity Plan up to 2% of your Annual Compensation was matched in this Plan. It is now matched in the Tax Deferred Annuity Plan.

Before January 1, 2017, different formulas applied for determining credits. In all cases, however, your actual benefit at retirement can never be less than your accrued benefit under prior Plan provisions.

Example 1: As of December 31, 1994, Mary is 45 years old and has been employed by Suburban Hospital for 10 years. Her Annual Compensation has remained constant at $45,000. Assume that Mary’s starting account balance on January 1, 1995 is $ 6,500, her Annual Compensation remains unchanged to age 65, and she works at least 1,000 hours in each year from January 1, 1995 through age 65 (December 31, 2014). Here is an estimate of Mary’s account balance at her normal retirement age.

Starting account balance on January 1, 1995	$ 6,500
plus	
4% Employer credits through December 31, 2017	$ 41,400
(4% x $45,000 x 23 years)	
plus	
Annual tax deferred annuity credits through	
December 31, 2008	$ 12,600
(50% x $1,800 x 14 years)	
plus	
Interest accrued based on 5% interest credit assumption	$ 61,400
Account balance at retirement at age 65	**$121,900**

[Note: It is not necessary but we think it would be helpful to provide historical interest rates.]

Example 2: Joe is 50 years old and enters the Plan as of January 1, 2009. His Annual Compensation is $55,000. Joe's account balance as of January 1, 2009 is $0. Assume his Annual Compensation remains constant, and he works at least 1,000 hours in each year through age 65 (December 31, 2023). Here is an estimate of Joe's Account balance at his Normal Retirement Age.

Starting account balance on January 1, 2009	$ 0
plus	
4% Employer credits through December 31, 2023 (4% x $55,000 x 15 years)	$ 33,000
plus	
Annual interest based on 5% interest credit assumption	$ 14,500
Account balance at retirement at age 65	**$ 47,500**

WHEN YOUR ACCOUNT BALANCE IS PAYABLE

You may receive a benefit from the Plan as follows:

- When you retire (early, normal or late retirement),
- If you become totally disabled, assuming you completed at least five years of vesting credit at the time you become disabled, or
- When you terminate employment, assuming you are vested

Normal Retirement Pension

You are eligible for a normal retirement pension on the first day of the month coinciding with or immediately following the later of your 65th birthday and your termination of employment.

Your Normal Retirement Pension will be equal to the actuarial equivalent of your account balance, including interest credits, payable as a single life annuity. Your normal retirement pension can also be paid in other actuarially equivalent form of payment described later in this Summary.

Early Retirement Pension

You are eligible for an early retirement pension if you retire before age 65 and start receiving a benefit from the Plan. Early retirement benefits are available if you terminate employment, and:

- You are age 55 and have completed at least five years of service, or
- You are at least age 50 and the total of your age and years of credited service is at least 60.

Late Retirement Pension

If you decide to retire after age 65, your late retirement pension will not begin to be paid to you until you stop working. However, you must begin receiving benefit payments by April l of the calendar year following the later of the year you reach age 70½, or the calendar year in which you retire.

Once you stop working, your late retirement pension will be determined as outlined on page 2, with credits continued until your actual retirement date.

Disability Retirement Pension

If you are an active participant with at least five years of service, become totally and permanently disabled, and, as a result, you are unable to work, you will continue to participate in the Plan up to age 65, as long as you remain disabled. In this case, total and permanent disability means you qualify for benefits under Suburban Hospital's long-term disability program.

Suburban Hospital will continue to credit your account each year on the basis of your Annual Compensation in the year before your disability. (For the year you became disabled, your account will be credited on the basis of the greater of your prior year's annual compensation or current year's annual compensation plus Tax Deferred Annuity Plan contributions).

Benefits may begin any time on or after the first of the month following your disability up to age 65. In this case, total and permanent disability means you qualify for benefits under Suburban Hospital's long-term disability program.

Deferred Vested Retirement Pension

If you are vested when you terminate your employment, you are eligible for a normal retirement pension at age 65.

Alternatively, you may elect to receive your benefit upon your termination of employment. If you elect to have your benefit paid before you attain age 65, your Deferred Vested Retirement Pension will be equal to the actuarial equivalent of your account balance including interest credits to the date you terminate employment, and it will be reduced for early commencement.

HOW YOUR ACCOUNT BALANCE IS PAID

Your account balance can be paid to you as a single lump sum or on a monthly basis, through a number of payment options. All are based on your account balance at retirement.

Normal Payment Forms

If you are single, the normal form of payment is a single life annuity. This means that your benefit is paid in equal monthly payments for your lifetime only. There will be no further payments after your death.

If you are married, the normal form of payment is a 50% joint and survivor annuity which provides reduced monthly payments for your lifetime, with 50% of that benefit continued to your spouse after you die. Alternatively, you may elect a 75%, 66-2/3% or 100% joint and survivor annuity with your spouse as your beneficiary. Your spouse will not have to provide written consent to your election of any of these alternate joint and survivor annuities.

If you elect to receive a Deferred Vested Retirement Pension and you are not eligible for an Early Retirement Pension when you begin receiving benefits, your Plan benefit must be paid in the normal form of payment for your marital status at your benefit commencement date or in an actuarially equivalent lump sum, with your spouse's written consent, if applicable. However, if you are married only the 50% and 75% Joint and Survivor Annuity normal form of benefit options are available to you. Regardless of your marital status, no optional forms of payment other than a lump sum are available to you if you are not eligible for an Early Retirement Pension.

Optional Payment Forms

- **Lump Sum Option** – Your benefit is paid as a single lump sum equal to your account balance. This is the only payment you receive from the Plan under this option.

- **Joint and Survivor Annuity Options** – You receive a reduced monthly benefit during your lifetime. After you die, monthly benefits continue to be paid to your spouse or beneficiary. The amount of your beneficiary's monthly benefit will be a percentage, selected by you, of the monthly benefit you receive during your life. Under the Plan, the following percentages are available: 50%, 66-2/3%, 75%, or 100%.

- **Single Life Annuity Option** – You receive equal monthly payments for your lifetime only. There will be no further payments after your death.

- **Period Certain and Continuous Options** – You receive a monthly benefit for a guaranteed payment period of 5 or 10 years. Monthly benefits are paid to you during your lifetime. If you die before your elected time period ends, benefits continue to your beneficiary for the remainder of the guaranteed period.

- **Social Security Option** – If you retire before you are eligible for Social Security, you receive a greater benefit until your Social Security payments begin and a lesser benefit after you are eligible to begin receiving Social Security payments begin. This way your total income during your retirement is approximately the same before and after your Social Security benefits begin.

- **50% Lump Sum Option** – You may receive 50% of your benefit as a single lump sum, and you may receive your remaining benefit under any of the other optional payment forms.

- **Cash Refund Life Annuity Option** - This option is available only if you made mandatory contributions to the Plan under provisions in effect before January 1,

1982. Under this payment option, you receive monthly payments for your lifetime. If the total payments received before you die are less than your mandatory contributions plus interest, your beneficiary will receive a payment equal to the remaining portion of your benefit attributable to those mandatory contributions plus interest.

Small Benefit Amounts

If your account balance at your termination of employment is $1,000 or less, the entire benefit will be paid to you as a single lump sum. You do not need your spouse's consent for this payment.

Making Your Election

No less than 30 and no more than 90 days before your retirement benefits start, Suburban Hospital will give you a general description of your options. You may elect, modify, or cancel any election you make, up to the date benefits begin. A benefit payment option is effective on the date your benefits begin. If you die before your benefits begin, your election is no longer valid and any pre-retirement death benefit under the plan will be paid as a survivor benefit (see page) for this payment.

Designating a Beneficiary

As a Plan participant, you will need to designate a beneficiary who would receive the vested portion of your account if you die before starting to receive your benefit. If you are married, you must name your spouse as beneficiary, unless your spouse provides written, notarized consent to the designation of someone else.

Tax Issues for Lump Sum Payments

If you elect to receive a portion of your benefit in a single sum payment, government regulations require that 20% of the payment be withheld automatically for Federal income tax, unless you directly roll over the amount to a traditional IRA or another employer's eligible retirement plan. The withheld amount will be applied toward your Federal income taxes for the year in which you receive the payment.

You must provide your written election to have your single sum payment rolled over directly to a traditional IRA or a Roth IRA (or another eligible retirement plan that accepts rollovers) to avoid 20% withholding. You will not pay Federal income taxes until you take the money out of the IRA or other plan, at which time you will pay ordinary Federal income tax (and, if applicable, the additional 10% penalty tax for premature distributions) on the money you receive. If you die and you have a surviving spouse who will receive a single sum payment of all or a portion of your benefit, he or she may roll it over to an IRA or another employer's eligible retirement plan. If you die and your designated beneficiary is someone other than your spouse, he or she may directly roll over a single sum payment of all or a portion of your benefit to an inherited IRA.

You (and your beneficiary) also may roll over your single sum payment to a Roth IRA. Such rollovers are subject to federal income tax when made. You are solely responsible for the income tax withholding and reporting to a Roth IRA, although you may enter into a voluntary tax withholding agreement prior to the distribution.

After-tax distributions can be rolled over into an IRA or another plan that will separately account for the after-tax feature.

Under current tax law, if you do not make a rollover contribution, your distribution before you are age 59½, or before you reach age 55 and separate from service, is subject to an additional 10% penalty tax.

The 10% tax penalty ordinarily does not apply in some special circumstances including, but not limited to, distributions made due to death, disability, or for certain large medical expenses, or if the distribution is made to an alternate payee under a Qualified Domestic Relations Order (see page 11).

Federal tax laws are complicated and change from time to time. The tax laws may vary depending on your personal circumstances and election. Additionally, state and local tax consequences will be important to your overall planning. You should consult your tax advisor for information before electing any payment from the plans.

REEMPLOYMENT AFTER RETIREMENT

If you retire and are receiving monthly retirement benefits under the Plan, and are then reemployed by Suburban Hospital, your retirement benefits will stop if you work more than 40 hours in any month. After you once again stop working, your benefits will resume after being adjusted for any additional credits made to your account.

COUNTING YOUR SERVICE

Year of Service or Year of Credited Service

You generally earn a year of service or year of Credited Service for each calendar year in which you complete at least 1,000 hours of service. Service includes actual hours worked and paid time off for holidays, sick leave, and vacation, plus military duty, authorized leaves of absence for up to one year, periods of disability as qualified by eligibility under Suburban Hospital's long-term disability program, and lay-offs up to six months. In all cases, you must return to work when your leave or lay-off ends.

Between December 31, 1975 and December 31, 1987, service included fractional years (based on completed months of service) as well as full years.

If you leave employment for certain periods of military service and are reemployed, you will be eligible to receive service credit for all purposes under the Plan for your period of qualified military service in accordance with the rules under USERRA. You should contact the Retirement Office if you have any questions regarding your military service.

Vesting

Vesting means that you are entitled to receive your benefit when you terminate employment or you reach retirement age, even if you are no longer with Suburban Hospital.

If you had three or more years years of service on December 31, 1994, you vest in the Plan as follows:

Years of Service	Vesting %
Less than 3 years	0%
3 years	20%
4 years	40%
5 or more years	100%

If you have performed an hour of service after December 31, 2007, you vest in the Plan as follows:

Years of Service	Vesting %
Less than 3 years	0%
3 or more years	100%

In all cases, you are 100% vested once you reach age 65 as an active employee.

If you leave Suburban Hospital after you are vested, you are still entitled to a benefit from the Plan. You may elect to receive this benefit upon termination of your employment or, if your account balance is greater than $1,000, you may postpone receipt up to age 65.

If you were an employee of an affiliated employer or an Other Entity and you transferred employment to Suburban Hospital, you will be credited with years of service for vesting purposes under this Plan for your prior periods of employment with the affiliated employer prior to your date of transfer. In addition, if you transfer employment from Suburban Hospital to employment with an affiliated entity or an Other Entity, you will earn years of service for vesting purposes under this Plan for your periods of employment with the affiliated employer following your transfer.

Breaks in Service

If you have a break in service, it may affect your years of vesting service. A break in service occurs during any year in which you do not complete at least 500 hours of service. However, if you are absent from work because of the birth or adoption of a child, or child care immediately following birth or adoption, you will be credited with up to 501 hours of service and will not have a break in service during that time.

If you terminate employment and are later rehired before starting to receive benefits, the service you had when you left may be counted after you return to work and complete at least 1,000 hours of service. Here's how it works:

Upon rehire and completion of 1,000 hours of service, if ….	then ….
you were eligible for (but did not receive) payment from the Plan when you left	your prior years of service are retained.
your break in service was less than or equal to your prior years of service	your prior years of service are restored.
your break in service was less than 5 years	your prior years of service are restored.

If you received payment of your full benefits from the Plan when you left, benefits will not be restored. However, your prior years of service will count for vesting purposes. If you received partial payment when you left, your prior service will be restored and your account recredited with the amount forfeited, plus interest on that amount.

These provisions apply only to periods of severance after January 1, 1985. Before January 1, 1985, prior Plan provisions apply.

SURVIVOR BENEFITS

If you die after being vested and before your benefit commencement date, your spouse or beneficiary is eligible for a survivor benefit based on your account balance (or accrued benefit under prior Plan provisions, if higher) at the time of your death. If you are married, with your spouse's written consent, you may designate a non-spouse beneficiary.

If you are single, or you are married and you have designated a non-spouse beneficiary, your beneficiary will receive your account balance as a lump sum payment.

If you are married and your spouse is your beneficiary, your spouse may choose to receive your account balance as a single lump sum or as an immediate actuarial equivalent life annuity. If your spouse chooses the Single Life Annuity, he or she may elect to begin receiving payments at any time following your death up to the date you would have reached age 70½.

However, if the vested amount of your account balance is $1,000 or less, regardless of your marital status at the time of your death, survivor benefits will automatically be paid as a single lump sum.

If you die while performing active military service under USERRA, you will be deemed to have died while employed and then terminated your employment on account of your death so that any years of service for vesting purposes for which you would have been credited had you continued to work for the period during which you were in such active military service prior to your death are credited to you.

If you die after you begin receiving Plan payments, payment of survivor benefits will depend on the payment option you elected (see page 6).

SOCIAL SECURITY BENEFITS

Social Security provides income for you (and your eligible dependents) when you retire or become totally disabled. You and Suburban Hospital have been paying taxes throughout your working career so that you can receive Social Security benefits.

For people born before 1938, full Social Security retirement benefits begin at age 65, with reduced amounts available as early as 62. For people born after 1937, full benefits become available at later ages, reaching age 67 for people born after 1959.

To receive your Social Security benefits, you will need to apply to the Social Security Administration. Start the process early by filing an application at least three months before you want benefits to begin.

ASSIGNMENT OF YOUR BENEFIT

Generally, your Plan benefit is not subject to claims of your creditors or creditors of your spouse or other beneficiaries and you may not assign, sell or commit any part of your benefit in any way unless the assignment is a result of a Qualified Domestic Relations Order ("QDRO"). In general, a QDRO is a court order, judgment or decree that:

- Is made pursuant to a state domestic relations law (including community property laws);
- Relates to the provision of child support, alimony payments, or marital property rights; and
- Creates or recognizes an alternate payee's rights to receive all or a portion of a participant's benefits under an employee benefit plan.

The Retirement Equity Act of 1984 ("REA") requires that employee retirement plans recognize QDROs. If you are a party in a divorce settlement that affects your interest in the Plan, you should have your attorney contact the Retirement Office to make certain that the appropriate documents are filed and that the court order in question actually is a Qualified Domestic Relations Order that complies with the governing legislation. A copy of the Retirement Income Plan's QDRO Procedures is available from the Retirement Office without charge.

TO APPLY FOR BENEFITS

You should notify the Human Resources Department at least 90 days before the date you want your retirement benefits to start. Application and election forms for a payment option are available from the Human Resources Department. If your claim for benefits is denied, in whole or in part, you have the rights described under "Claim Appeals and Denials" (see pages 13-14).

You may elect, modify, or cancel any benefit option you are eligible for by filing a written application during the 90-day period before the date when your benefits are scheduled to begin. If you are married and elect an option other than the 50% or greater Joint and Survivor Annuity option, your spouse must provide written, notarized consent to your election.

SITUATIONS THAT MAY AFFECT YOUR PLAN BENEFITS

Loss or Reduction of Benefits

- If you leave Suburban Hospital before you become vested in the Retirement Income Plan, you will not be eligible for any benefits.

- If you die during active employment but before you are vested, no benefits are payable to your surviving spouse or beneficiary.

- If your spouse dies before you do and after you start to receive payments in the form of a Joint and Survivor Annuity, the amount of your payments will not increase.

- If you become disabled but do not meet the eligibility rules and other qualifications described on page 1, you will not receive disability benefits from the Retirement Income Plan.

- If your account balance is $1,000 or less when you leave Suburban Hospital, your benefit will be paid to you in a single lump sum and you will not receive any other benefits from the Retirement Income Plan.

BENEFIT RESTRICTIONS

Pension plans must meet specified funding thresholds to pay restricted options, provide continued benefit accruals or implement amendments improving plan benefits. In our Plan, the restricted options are lump sums, the social security option, 50% lump sum option, and the cash refund options. In the event the funding based restrictions go into effect under the Plan, you will be notified as to how any of these restrictions may apply to participants.

MAXIMUM BENEFIT

Federal regulations require certain limits on the amount of benefits that can be paid to anyone from the Retirement Income Plan. Special benefit limits and restrictions on compensation also apply to the highest paid participants. The rules regarding maximum benefits are complex. If you should become affected by these rules, you will be notified and given an explanation by the Retirement Office.

TOP HEAVY PLAN RULES

The IRS has certain rules to make sure that tax-qualified plans like the Retirement Income Plan do not favor certain employees. Among these rules are provisions which apply if the Retirement Income Plan becomes "top heavy." A plan is considered top heavy if the present value of accumulated benefits earned to date exceed certain limits for key employees. In the unlikely event the Retirement Income Plan becomes top heavy, you will be notified. In addition, the following provisions would apply:

- Vesting time periods would shorten, and
- Certain additional minimum benefits may be provided.

CLAIM APPEALS AND DENIALS

In most cases, to receive or apply for benefits, you or your designed beneficiary must file a written claim to the Pension Committee using the appropriate forms. Most claim forms are available from the Pension Committee.

Under ERISA, the Pension Committee has 90 days to evaluate a claim, determine whether benefits will be paid, and provide written notice to you regarding the status of your claim.

If a claim for benefits under the Plan is denied (or denied in part), you will be given notice of such denial within 90 days after receipt of the claim. If more time is needed to evaluate your claim, the Pension Committee may take up to 90 additional days (180 total), provided you are notified in writing of the delay and the reason more time is needed, and the date a decision is expected.

If all or part of your claim for benefits is denied, you will receive written notification explaining:

- The reason the claim was denied, including references to specific plan provisions on which the denial was based,
- Any additional material or information needed to support your claim and why such material is necessary,
- How to request a review of the denied claim based on the provision of the plan and a statement of your rights under ERISA,
- The time limits for requesting a review, and
- A statement of your right to bring civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

Appeals to claim denials include denials based on your eligibility to participate in the Retirement Income Plan. If you receive a claim denial, or if you think the amount you received is wrong, please follow the appeal procedures outlined below.

- Within 60 days of receiving notification of the denial, you (or your authorized representative) must submit a written request for reconsideration of your claim to the Pension Committee. You have a right to request, free of charge, all relevant documents (including plan documents, contracts, policies, etc.) in preparing your appeal and to have a qualified person represent you during the appeal process. In addition, under the Plan, you have the right to request a hearing.

- The request for an appeal should be made in writing and should clearly set forth the reason for the appeal. The written request should be sent to:

  Suburban Hospital, Inc.
  8600 Old Georgetown Road
  Bethesda, MD 20814
  Attn: Pension Committee

- If you do not submit an appeal to the Pension Committee within 60 days of a claims denial, you will not be able to challenge the Pension Committee's determination.

- You can help your appeal by giving the reason you think there is an error. Also, whenever possible, send copies of any documents or records that support your appeal.

- Whether or not you can provide such additional information, your application will be thoroughly reconsidered after your appeal is received.

- Within 60 days of receiving your appeal, the Pension Committee will review and answer your request in writing. If the decision will take longer than the usual 60 days, you will be notified in writing. The notice shall include the special circumstances requiring an extension of time and the date by which a decision is expected. The review will not take longer than 120 days. This decision will be final and binding on all parties, unless a court overrides this determination.

- If your claim is denied or partially denied, the answer will state the specific reason for the decision, explaining the Plan provisions (or other documents) on which it is based, a statement of your right to receive access to and copies of all relevant documents free of charge and a statement informing you of your right to sue under ERISA.

- Prior to filing a law suit, you or your beneficiary must exhaust all administrative remedies. Any law suit must be filed within one year of the Pension Committee's denial of the claim.

PLAN FUNDING

Retirement Income Plan benefits are funded by Suburban Hospital through regular contributions to a trust fund. Contributions are based on funding requirements as determined by an enrolled actuary.

ERISA INFORMATION

As a participant in the Retirement Income Plan, you and your beneficiaries have certain rights and protections under federal law, as stated in the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and in regulations issued by the U.S. Department of Labor. These rights are outlined below.

Receive Information about your Retirement Income Plan and Benefits

ERISA provides that all Retirement Income Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Retirement Income Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Retirement Income Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Retirement Income Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop participating in the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to obtain full pension rights. This statement must be requested in writing and is not required to be given more than once every 12 months. The statement must be provided free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Retirement Income Plan participants, ERISA imposes duties upon people who are responsible for the operation of the Retirement Income Plan. The people who operate the plan are called "fiduciaries" of the Retirement Income Plan and have a duty to do so prudently and in the best 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.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Retirement Income Plan documents or the latest annual report from the

Retirement Income Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan 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 Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. 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 a federal court. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay the costs and fees, for example, if it finds your claims if frivolous.

If you have any questions about the Retirement Income Plan, you should contact the Retirement Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents form the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-800-998-7542. You may also seek assistance with the Plan by calling EBSA toll-free at 1-866-444-EBSA or by directing electronic inquiries to EBSA's website at www.askebsa.dol.gov.

Allocation of Fiduciary Responsibility

The Pension Committee has full power and discretionary authority to administer the Plan. This includes, but is not limited to, discretionary authority to determine all questions relating to eligibility to participate in, be covered by, and receive a benefit under the Plan. Any exercise of discretionary authority that has been granted to a Plan fiduciary is final and binding on participants, beneficiaries, and any other interested party.

Participation is not a Contract of Employment

Participation in the Plan does not give you the right to continue your employment with Suburban Hospital, Inc. or the right to benefits except as outlined in the Plan document. This Summary is not a contract or a guarantee of present or continued employment.

OTHER IMPORTANT INFORMATION

This section provides additional information about the Retirement Income Plan.

Amendment or Termination of the Retirement Income Plan

Suburban Hospital reserves the right at any time and from time to time, to modify or amend in whole or in part any or all of the provisions of the Retirement Income Plan. If the Retirement

Income Plan is terminated, the Pension Benefit Guaranty Corporation (PBGC) - a government agency - will need to review and approve Suburban Hospital's actions prior to the allocation of any Retirement Income Plan assets to provide benefits to participants. In addition, if Retirement Income Plan assets are not sufficient to provide such benefits, the PBGC insures or guarantees individual vested accrued benefits up to certain limits (see below).

Although it is the intention of Suburban Hospital that the Retirement Income Plan shall be continued, the Retirement Income Plan is entirely voluntary on the part of Suburban Hospital and the continuance of the Retirement Income Plan and payment of contributions hereunder are not assumed as contractual obligations of Suburban Hospital, and Suburban Hospital does not guarantee or promise to pay or to cause to be paid any of the benefits provided by the Retirement Income Plan. Each participant, contingent annuitant, beneficiary, alternate payee or other person who shall claim the right to any payment or benefit under the Retirement Income Plan shall be entitled to look only to the Trust Fund for any such payment or benefit and shall not have any rights, claim or demand against Suburban Hospital.

Guaranteeing Your Rights to a Benefit

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

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; an (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for Suburban Hospital; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, an severance pay.

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

For more information about the PBGC and the benefits it guarantees, ask the Retirement Office or contact the PBGC's Technical Assistance Division, 1200 K Street, NW., Suite 930, Washington D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-

326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site on the Internet at http://www.pbgc.gov.

Forfeitures

No forfeitures under the Retirement Income Plan will be applied to increase the benefits of any person hereunder prior to termination of the Retirement Income Plan or complete discontinuance of Suburban Hospital contributions.

Plan Administration

The administration of the Retirement Income Plan is subject to the control of the Pension Committee. The Pension Committee is the named fiduciary for all purposes under ERISA. The Pension Committee has full power, authority and discretion jointly, but not severally, to manage the operation and administration of the Retirement Income Plan.

GENERAL INFORMATION

Plan Name:	Suburban Hospital Inc., Retirement Income Plan
Type of Plan:	Cash Balance Defined Benefit Plan
Type of Administration:	The Plan is administered by Suburban Hospital, Inc. **[Note: Should this be updated to the Pension Investment Review Committee?]**
Plan Sponsor:	Suburban Hospital, Inc. 8600 Old Georgetown Road Bethesda, MD 20814 (301) 896-3100
Employer Identification Number:	52-0610545
Plan Number:	001
Plan Year:	January 1 - December 31
Plan Administrator:	Pension Committee **[Note: Should this be updated to the Pension Investment Review Committee?]** Suburban Hospital, Inc. 8600 Old Georgetown Road Bethesda, MD 20814 (301) 896-3100 **Pension Committee members include: the President; the Senior Vice President and Treasurer, Finance; and the Senior Vice President, Human Resources.**
Trustee:	The Northern Trust Company

	50 S. LaSalle Street Chicago, IL 60603
Agent for the Service of Legal Process:	Legal process may be served on the Pension Committee at the address shown above. Legal process may also be served on the Plan Trustee.

This is a summary description of the Suburban Hospital, Inc. Retirement Income Plan. It highlights the main provisions of the Plan but is subject to the terms of contracts and other legal documents. If you have any questions about the Plan or need more information than this summary contains, contact the Plan Administrator.

If this summary and the official Plan documents vary in the description of the Plan, the Plan document is the final authority. While Suburban Hospital intends to continue the Plan described in this booklet, it reserves the right to amend, modify, reduce or terminate the Plan. Under federal law, any changes would not reduce your accrued benefit up to the date of the change.