

SUMMARY PLAN DESCRIPTION

**SUMMA HEALTH
RETIREMENT INCOME PLAN**

**IF THE LANGUAGE OR MEANING OF THE PLAN TEXT
DIFFERS FROM THE LANGUAGE OR
MEANING OF THIS SUMMARY,
THE PLAN TEXT WILL CONTROL**

PLAN RESTATEMENT EFFECTIVE DATE:

January 1, 2020

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**SUMMARY PLAN DESCRIPTION
SUMMA HEALTH RETIREMENT INCOME PLAN**

INTRODUCTION

This summary describes the Summa Health Retirement Income Plan (hereafter referred to as the “Plan”). It is not a complete description of the Plan. To simplify this description, we have left out legal and technical terms whenever possible. Your participation in this Plan does not guarantee your continued employment with us. If you quit, are discharged, or laid off, this plan does not give you a right to any benefit except as specifically provided in the plan document.

Of course, any summary of a retirement plan is subject to the actual terms of the plan as set forth in the legal documents. This summary is intended only to be an outline, and it does not modify the actual plan. You may inspect the actual plan documents at our office during normal working hours.

This Plan was completely restated effective January 1, 2020 principally to comply with all current and legislative requirements. Many provisions were changed as a result of this restatement. Please review this summary carefully to be sure you understand any changes to your rights and benefits in the plan.

ADMINISTRATIVE INFORMATION

1. Employer: Summa Health
 1077 Gorge Boulevard
 P.O. Box 2090
 Akron, OH 44309
 330-996-8410

2. Employer Identification Number of Employer: 34-1887844

3. Plan Administrator: Summa Health

4. Plan Number for this plan: 001

5. Plan Year: The Plan Year is the twelve-month period ending on December 31 each year.

6. The agent for service of legal process on the Plan is the Employer. Service of legal process may also be made on any plan trustee.

7. The president of the Company will appoint a Pension Committee. This Committee is assigned certain duties and powers in order to administer the plan. Some of these duties and powers are explained in this summary.

8. The assets of the Plan are held and administered in a trust fund. The trustee of the fund is:

Summa Health Pension Committee
1077 Gorge Boulevard
P.O. Box 2090
Akron, OH 44309

9. Additional Adopting Employers: The following employers have adopted this plan to benefit their employees.

Akron City Hospital
Summa Physicians, Inc.
Saint Thomas Medical Center
SummaCare
Cuyahoga Falls General Hospital

If you are employed by any one of these Employers, you will become a plan member and earn benefits under this plan as described in this Summary Plan Description.

10. Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the plan terminates. The PBGC guarantees vested benefits as of the date the plan terminates. However, if the Plan has been in effect less than five years when it terminates, the whole amount of your vested benefit may not be guaranteed. Likewise, if the benefits of the plan have been increased during the five years before the plan terminates, the amount of the increase in your benefit may not be guaranteed. In addition, there is a ceiling on the amount of benefits that the PBGC guarantees, which is adjusted periodically.

For more information on PBGC insurance protection and its limitations, ask your plan administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 2020 K Street, N.W., Washington, D.C. 20006. Contact the PBGC by calling the Customer Contact Center at 1-800-400-7242. You may also obtain information by visiting the agency's website at www.pbgc.gov.

GLOSSARY OF TERMS USED IN THE PLAN

Accrued Pension The amount of pension credited to you under the plan while you are an active member. This is expressed as a monthly benefit payable at normal retirement for as long as you live, with a guarantee of one hundred and twenty (120) payments.

Credited Service Beginning January 1, 1991, your total number of years of Service. However, if you have less than 1,820 Hours of Service in a Plan Year, you will receive a percentage year of credit for the Plan Year as follows:

<u>Hours of Service</u> <u>Annual</u>	<u>Credited Service</u> <u>Percent</u>
1,820 and over	100%
1,639 - 1,819	90%
1,457 - 1,638	80%
1,275 - 1,456	70%
1,093 - 1,274	60%
1,000 - 1,092	50%
Under 1,000	0%

You will receive partial credit for partial first and last years of plan participation based on the actual number of months worked rather than this schedule.

Prior to January 1, 1991, Credited Service is figured according to the provisions of the former defined benefit plans of Akron City Hospital and Saint Thomas Medical Center, provided you were a member of one of those former plans before January 1, 1991.

If you are a former employee of Cuyahoga Falls General Hospital, you will not receive any Credited Service for years prior to January 1, 2002.

If you are a House Staff, you will not receive any Credited Service prior to July 1, 2006.

Cuyahoga Accrued Pension The amount of pension credited to you under the Cuyahoga Falls Plan while you were an active member of that Plan. This is expressed as a monthly benefit payable at normal retirement for as long as you live. Effective December 31, 2001, your benefits in the Cuyahoga Falls Plan were frozen. You will not accrue any additional benefits in the Cuyahoga Plan after that date.

Cuyahoga Falls Plan	The Retirement Plan for Employees of Cuyahoga Falls General Hospital, in which benefits were frozen, effective December 31, 2001. The plan was then merged with this Plan effective January 1, 2002.
Eligible Employee	<p>Except as provided in the next paragraph, you are an Eligible Employee if you are employed by Summa Health System Hospitals, Saint Thomas Medical Center, Summa Physicians, Inc., or Akron City Hospital, and effective January 1, 2002, SummaCare, Summa Health Network, or Cuyahoga Falls General Hospital, or any other organization affiliated with Summa Health System which may adopt this plan and provided you are not a leased employee. Only Eligible Employees may become Members, and only after meeting the Participation Requirements described in the next section, entitled "Participation Requirements." Effective January 1, 2005, you are an Eligible Employee if you are employed by Summa Enterprise Group or Summa Hospitals Foundation.</p> <p>Effective July 1, 2006, House Staff are Eligible Employees. Students, per diem employees, and leased employees are not Eligible Employees.</p>
Hour of Service	Each hour for which you are paid, or entitled to payment, by your Employer for the performance of duties or for vacation, holidays, sickness, disability and other nonworking time. For purposes of determining if you had a Break in Service, up to 501 hours of Service may be considered for periods of unpaid maternity or paternity leave.
One-Year Break in Service	A Plan Year during which you complete no more than 500 Hours of Service.
Pension Benefit	The actual monthly benefit paid to you under the plan when you retire. This is equal to your final Accrued Pension, adjusted to reflect when you elect to retire, and the form of benefit under which payments are made to you.
Plan Year	Each twelve-month period beginning on January 1 and ending on December 31. Most plan records are maintained on a Plan Year basis.
Service	The period of your employment with the Employer.

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Vesting	Your permanent right to your Accrued Pension under the Plan.
Vesting Service	A Plan Year during which you complete 1,000 Hours of Service or more.

PARTICIPATION REQUIREMENTS

What Is the Age Requirement for Participation?

In order to become a member, you must have had attained age 18.

What Is the Service Requirement for Participation?

In order to become a member, you must have had completed one year of eligibility service. You must also be employed with your Employer on the anniversary of your date of hire in the year in which you complete the Service requirement.

What Is a Year of Eligibility Service?

A year of eligibility service is a 12-month period starting on the date you are hired in which you work at least 1,000 hours for your Employer.

When Do I Become a Member?

You became a member on the day you have met the plan's participation requirements.

Can New Employees Become Members?

The Plan was frozen effective January 1, 2010. No newly hired Employee of the Employer or additional adopting Employers will become a Participant in the Plan.

OVERVIEW OF THE PLAN

When Did the Plan Start?

This plan represents a consolidation of the Akron City Hospital Retirement Income Plan, which was originally effective February 1, 1946, and the Saint Thomas Medical Center Retirement Plan, which was originally effective January 1, 1960, and covers all members who were in those prior plans on December 31, 1990. This plan was amended and restated, effective January 1, 1991, and the plan name was changed to Summa Health System Retirement Income Plan and Trust.

This summary describes the plan as further restated, effective January 1, 1997. Effective January 1, 2002, the Retirement Plan for Employees of Cuyahoga Falls General Hospital (the "Cuyahoga Plan") was merged with this Plan. Effective January 1, 2002, this plan will cover all participants who were in the Cuyahoga Plan on December 31, 2001. In addition, effective January 1, 2002, if you are employed by SummaCare or Summa Health Network, or if you were an employee of Cuyahoga Falls General Hospital, but you were not a participant in the Cuyahoga Plan, you are eligible to become a Member by meeting the requirements described above. Effective January 1, 2005, if you are an employee of Summa Enterprise Group or Summa Hospitals Foundation, you are eligible to become a Member by meeting the requirements described above.

HOW DOES THE PLAN OPERATE?

Employer Contributions

We contribute money to the plan, as determined by an actuary, to pay for the benefits promised under the Plan.

Employee Contributions Prior to January 1, 2002

If your monthly basic earnings exceed \$400, you may elect to participate in the contributory part of the plan by signing an enrollment form available from the Human Resources Department. You will begin contributing on the first pay period of the month following enrollment, provided your monthly basic earnings exceed \$400 on January 1. If your monthly basic earnings do not exceed \$400 on January 1, no employee contributions will be made for that year. Effective January 1, 2002, you will no longer be permitted to contribute to this plan; however, Union employees may continue their existing contributions to the plan.

What Are Years of Service?

Throughout this summary you will see the terms "year of service" and "years of service". These terms refer to "Plan Years" (January 1 through December 31) in which you work 1,000 hours or more. Years of Service are important because they are the basis for determining many of your rights under this plan. If you have questions regarding your years of Service, ask the plan administrator.

How Is My Pay Determined?

Pay, for purposes of this plan is limited by the Internal Revenue Code. If you have a question regarding this limit, please ask the plan administrator.

FREEZING OF FUTURE BENEFIT ACCRUALS

No Employees hired on or after January 1, 2010 will become a Member of this Plan. Employees employed prior to January 1, 2010 who were employed in a position not otherwise eligible to participate in this plan will not become Members after January 1, 2010, even if transferred to a

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position otherwise eligible to participate in this plan.

Effective July 1, 2011, Member who were participants in the plan on June 30, 2011 and who have not attained age 60 on or before December 31, 2010 shall no longer accrue any additional benefits under this plan. All such Members shall continue to earn Service towards vesting. Benefits will be paid in accordance with the provisions of this plan when such Members terminate employment.

Members who are age 60 or older as of December 31, 2010 and who were participating in this plan as of July 1, 2011 will continue to accrue additional benefits and service towards vesting.

Effective October 1, 2013, Members who are or were Members of the collective bargaining unit covering the employees of Summa Barberton Hospital and who were participants in the plan on September 30, 2013 and who have not attained age 60 on or before December 31, 2012 will no longer accrue any additional benefits under this plan. All such Members will continue to earn Service towards vesting. Benefits will be paid in accordance with the provisions of this plan when such Members terminate employment.

NORMAL RETIREMENT BENEFIT

What Is My Normal Retirement Date?

Your normal retirement date is the date on which you may begin to receive normal retirement benefits and the date used to determine your benefit. In this plan, your normal retirement date is your 65th birthday. Pension Benefit payments begin on your retirement date and continue as long as you live, with a guarantee of one hundred and twenty (120) payments.

What Is the Amount of My Normal Retirement Benefit?

Your monthly Accrued Pension on your normal or late retirement date equals item (a) plus item (b), if applicable:

- (a) *Noncontributory Benefit*

Your benefit will equal a dollar amount multiplied by your years of Credited Service accumulated before your normal or late retirement date, depending on when you retire.

Retirement Date	Dollar Amount per Year of Credited Service
On and after January 1, 1991, and before January 1, 1992	\$12.00
On and after January 1, 1992, and before January 1, 1993	\$14.00
On and after January 1, 1993 and before January 1, 1994	\$15.00
On and after January 1, 1994 and before January 1, 1995	\$16.00
On and after January 1, 1995	\$18.00

- (b) Contributory Benefit - 1 1/2% of your monthly Final Average Earnings in excess of \$400 multiplied by the number of years of contributory membership after February 1, 1960 and prior to your normal or late retirement date.

You will receive additional benefits for any years of Service prior to February 1, 1960. The Human Resources Department will furnish those amounts to you upon request. In addition, if you were a member of the contributory portion of the plan before October 1, 1969, your benefit before that date is computed in a different way. There is also a minimum contributory benefit. The Human Resources Department will show you your benefit calculations.

The Contributory Benefit for members of the prior defined benefit pension plan of Saint Thomas Medical Center who were contributory members before January 1, 1991 shall be determined according to the provisions of the Saint Thomas Plan for Service prior to January 1, 1991. Such benefit for Service subsequent to January 1, 1991 shall be determined as above.

Final Average Earnings means the average of the monthly rate of Basic Earnings for the 10-year period immediately preceding your termination of Service.

Normal Retirement Benefits Do Not Include Social Security

The normal retirement benefits payable under the plan are independent of and in addition to any Social Security payments you receive for yourself and for your spouse.

What Is the Normal Form of Lifetime Benefit Payments?

Unless you elect otherwise, all benefits under this plan will be paid in an annuity form. The normal annuity is a monthly benefit for life with 120 monthly payments guaranteed. If you die before receiving 120 monthly payments, the balance of the payments will be paid to your beneficiary.

If you are single at the time payments are to begin, you will receive a life annuity with (except for benefits from the Cuyahoga Falls Plan) 120 monthly payments guaranteed, as described above.

If you are married at the time payments are to begin, your benefit will be paid in the form of a "qualified joint and survivor annuity". This will pay you a monthly pension for your life that is lower than the normal retirement benefit described above. This is because payments will continue for your spouse after your death. (How much lower depends on the ages of you and your spouse on the date you begin to receive payments.) After your death, your spouse will receive a monthly payment for life of 50% of the amount you received during your life.

Except for payments to married participants, benefits under this plan that were derived from the Cuyahoga Falls Plan will only be payable as a monthly benefit for life.

How May I Elect Another Form of Benefit?

You may request a particular form of payment by writing to the Committee.

The Committee will provide a form for you to complete, which will include information about your benefits. The form must be completed and returned to the Committee within 90 days before the payment of your benefit is to begin.

If you are married at the time payments are to begin, you will need your spouse's consent to choose a benefit other than the qualified joint and survivor annuity. Your spouse's consent must be in writing and must be signed in the presence of a notary public.

May I Change My Mind?

You may change your election as to the form of benefit as often as you wish prior to the time you begin to receive payments. No change is permitted after payments begin.

What Other Forms of Payment Are Available?

You may elect one of the following forms of payment:

Option 1: Five Year Certain - An increased monthly benefit payable for life guaranteed for sixty (60) months.

Option 2: Fifteen Year Certain - A reduced monthly benefit payable for life guaranteed for 180 months.

Option 3: 100% Joint and Survivor - A reduced monthly benefit payable to you for your lifetime with the same reduced amount payable to your Beneficiary for his/her lifetime upon your death.

Option 4: 50% Joint and Survivor - A reduced monthly benefit immediately payable to you for your lifetime with 50% of such amount payable to your Beneficiary for his/her lifetime.

Option 5: Life Only - An increased monthly benefit payable during your lifetime and ceasing upon your death.

When Will Benefits Be Paid?

If your employment terminates before you reach your normal retirement date, payment of your benefits will begin within 90 days after the later of (1) the day you apply for your benefits (but only if you have already attained age 65, or if you are 100% vested, if you have already attained age 55), and (2) the first day of the month following the date on which your employment terminates.

May I Delay Payment of My Benefits?

Unless you request a later date of payment, you will begin to receive payments no later than 60 days after the latest of the end of the Plan Year in which you:

- (1) attain age 65;
- (2) have your tenth anniversary of becoming a member in the plan; or
- (3) terminate employment.

You may request to have payment of your benefit postponed until a later date, but the Pension Committee cannot let you postpone payment indefinitely. If you terminate employment and do not request payment of your benefits, we will consider this to be an election to postpone payment of your benefits until you make an application for your benefits. Generally, if you are an officer or an owner, you must begin to receive benefits in the year in which you attain age 70½, regardless of whether you are still working at that time. If you are not an officer or an owner, payment may be delayed until the year in which your employment terminates.

Benefits of \$5,000.00 or Less

If the present day single-sum value of your benefit under the plan is \$5,000.00 or less, your benefit will be paid in a single sum within 90 days after the date on which your employment terminates. Effective for distributions made on or after March 28, 2005, in the event of a single-sum distribution greater than \$1,000, if you do not elect to have such distribution paid directly to an "eligible retirement plan" as a direct rollover, or elect to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan in

your name as designated by the Plan Administrator.

Distribution Planning

Payments from the plan may be "eligible rollover distributions". This means that they can be rolled over to an IRA or to another employer plan that accepts rollovers. Your plan administrator can tell you what portion of your payment is an eligible rollover distribution.

Please note that you may direct the plan to transfer eligible rollover distributions either to an IRA or to another employer plan. You may also have the eligible rollover distribution paid directly to you. If you have an eligible rollover distribution paid directly to you, the plan administrator is required to withhold 20% for federal income tax. The payment is taxed in the year you receive it unless, within 60 days, you roll it over to an IRA or another plan that accepts rollovers. If you do not roll it over, special tax rules may apply.

If any portion of your payment is not an eligible rollover distribution but is taxable, the mandatory withholding rules described above do not apply. In this case, you may elect not to have withholding apply to that portion. Ask the plan administrator for the election form and related information.

If you receive a payment before you reach age 59-1/2 and you do not roll it over, then, in addition to the regular income tax, you may have to pay an extra tax equal to 10% of the taxable portion of the payment.

The rules regarding the distribution of retirement benefits to individuals are very complicated. The plan administrator does not have the responsibility or the ability to recommend any particular method of distribution to members which would be suitable to each individual's tax situation. The plan administrator strongly recommends that if you become entitled to a distribution from this plan, you seek advice from a qualified tax specialist.

What if I Leave Before Retirement Age?

Even if you quit or are fired, you may be entitled to receive some money from the plan. This is because each year you "accrue" (build up) part of your retirement benefit. Over a period of time, your "accrued benefit" becomes "vested". These two ideas are explained in the next two sections.

VESTING

What Is My Vested Benefit?

Your vested benefit is the part of your accrued benefit that belongs to you even if you quit or are fired.

How Do I Compute My Vested Benefit?

For each year of Service, you are credited with another year on the Vesting schedule set forth below. You will be given credit for Plan Years you worked before you became a member in the plan.

Vesting Schedule

The Vesting schedule is as follows:

<u>Years of Service</u>	<u>The Vested Portion of Your Accrued Benefit</u>
0-2	0
3 or more	100%

No change to the Vesting schedule will reduce the vested portion of your accrued benefit. If the Vesting schedule is changed, and you have three or more years of Service with us, you may elect to have the vested portion of your accrued benefit determined under the prior Vesting schedule. You may do this by notifying us within the period beginning with the date the change is adopted and ending with the latest of the following dates: (1) 60 days after the date the change is adopted; (2) 60 days after the date the change becomes effective; or (3) 60 days after the date you are notified of the change.

If the Vesting schedule is changed, you will be affected by the change only if you have at least one Hour of Service on or after the effective date of change.

What Happens if I Don't Complete a Year of Service in a Plan Year?

In general, there are five rules you must know in order to determine the vested portion of your accrued benefit if you don't complete a year of Service in a Plan Year.

- (1) If you work less than 1,000 hours but more than 500 hours in a Plan Year, you will not be given credit for a year of Service on the Vesting schedule.
- (2) If you work 500 hours or less in a Plan Year, you will have what is called a "One-Year Break in Service". If you work 500 hours or less five years in a row, you will have a "five-year break in service".
- (3) If you already have a vested benefit when you have a five-year break in service, you will not lose the vested benefit you have already earned.
- (4) If you have a five-year break in service, the part of your accrued benefit that is not vested will be forfeited.

- (5) If you have no vested accrued benefit when you have a five-year break in service, you may lose credit for your years of work prior to the break in service. This happens only if the number of your consecutive years with 500 hours or less equals or exceeds the greater of (a) five, or (b) the number of prior years in which you worked at least 1,000 hours.

Here is an example: In his first year of work, Employee Blue was not a participant in the plan, but worked more than 1,000 hours. Then there were six years in which Employee Blue worked less than 500 hours in each year. The year Employee Blue worked 1,000 hours will not be counted to determine his vested benefit after his sixth year of employment. This is because the number of consecutive years of work in which breaks in service occurred was more than five. The next Plan Year in which Employee Blue works 1,000 hours he will again begin to accrue benefits. His past year of Vesting Service will not be counted in determining his vested interest in this accrued benefit.

Effect of Vesting on Future Benefits

Once you are vested to a certain percentage, any benefits that accrue in a later year will be vested in at least the same percentage (or if you have advanced on the Vesting schedule, a greater percentage), unless you are notified that the plan has been changed.

Early Retirement

If your employment terminates after age 55 and you have completed 3 years of Service, this is an early retirement.

If your employment terminates before age 55, but after you have completed at least 3 years of Service, you will, when you attain age 55, be able to elect the early retirement benefit specified above.

LATE RETIREMENT

What if I Work Beyond My Normal Retirement Date?

If you continue to work for the Company after you reach your normal retirement date, you will continue to be a participant in the plan and will be eligible to earn additional benefits, until you actually retire. No benefits will be paid to you until your employment terminates, unless they are required to be paid to you as described in the subsection entitled “May I Delay Payment of My Benefits?” above.

If you work less than forty (40) hours in any month while you are employed after your normal retirement date, and if your employment terminates for any reason other than death or disability, when you begin to receive payment of your benefits, you will be entitled to an additional benefit

amount with respect to any such month. The plan administrator can assist you in determining the benefit to which you are entitled.

When Will Payments Begin?

Payments will begin on the first day of the month after your employment terminates.

DEATH BENEFITS

What if I Die Before I Receive Any Benefits?

If you die before you receive any benefits, your beneficiaries will receive the actuarial equivalent of your accrued benefit, less the amount of money necessary to pay for the survivor benefit described in the next paragraph, if any. Your benefit (other than benefits payable to your surviving spouse) must be paid by December 31 of the calendar year containing the fifth anniversary of your death, unless your benefit is payable to a beneficiary that you have designated, over a period no longer than the beneficiary's lifetime or life expectancy.

If you are married at the time of your death, your spouse will receive a "preretirement survivor annuity." This is a monthly benefit for the life of your spouse equal to the annuity he or she would have received if you had retired on the day before your death. After the survivor benefit, if any, described in the preceding sentence is paid, the balance of your benefit will be paid to the beneficiaries you've named. (You may, of course, name your spouse as the beneficiary of the balance of your benefit as well.)

If you are married and you do not wish that your spouse receives the preretirement survivor annuity described above, you must sign a written waiver. However, your waiver cannot be honored unless your spouse consents to your waiver. Your spouse's consent must be signed in the presence of a notary public. You may revoke your waiver or sign a waiver as often as you wish. If you have not yet reached 35, your waiver will be effective only from the time it is signed until the end of the Plan Year in which you reach age 35. You must then sign a new waiver to be effective after the Plan Year in which you reach age 35.

May I Name My Beneficiaries?

We will give you a form to name the beneficiaries of your benefit upon your death. If you later wish to change your beneficiary, ask for a new form. If you are married and you haven't named a beneficiary, your benefit will be distributed to your spouse if your spouse is living when the distribution is to begin. If you are not married and you haven't named a beneficiary, your benefit will be distributed to your estate.

What Benefits Will Be Paid if I Die After I Begin to Receive Benefits?

If you die after you begin to receive payments, the balance of your vested benefit, if any, will be paid to your beneficiaries, in accordance with your elected form of benefit, and at least as rapidly as it was being paid to you during your life.

PAYMENT IF YOU LEAVE

What Are My Rights if My Employment Terminates?

If you quit or are fired, and don't qualify for one of the benefits already discussed, you will be entitled to the "vested" part of your accrued benefit.

How Will My Vested Benefit Be Paid?

The payment of your vested benefit will be made at the time and in the manner described in the Normal Retirement Section, earlier in this summary.

RE- EMPLOYMENT

When Will I Become a Member?

If your employment terminates, but you are later rehired, you will become a member again immediately. Any vested benefit you had in the plan is still yours. In addition, your past years of service will be counted for vesting additional benefits in the future.

CLAIMS PROCEDURE

When Should I File a Claim?

You must file a claim to begin payment of your benefits. If you think a benefit should be paid to you and none is paid, you should also file a claim.

How Do I File a Claim?

All claims must be in writing. The Pension Committee may provide a form for this purpose. Claims must be sent to the Pension Committee. You should consult the plan for the complete details of the claims procedure.

How Will I Learn of the Status of My Claim?

If your claim is turned down, in whole or in part, the Committee must notify you in writing. This notice will explain the specific reasons for the denial, including the specific plan provisions on

which it is based. If your claim is not granted within 90 days after it is filed, you should assume your claim has been denied.

May I Appeal?

You have a right to have the Committee's decision reviewed. If you want to appeal, you must notify the Committee in writing within 90 days after the denial, or within 180 days after you filed your claim if the Committee has not responded. If you do not appeal within this time period, the denial of your claim will be final. Your written appeal should request a review and state why you disagree with the decision. You or your authorized representative may review all documents relating to your claim, and may submit written comments to the Committee in support of your claim.

The Committee must deliver its written decision to you or your authorized representative within 60 days after the request. In special circumstances, this decision may be delayed, but it must be delivered within 120 days after your request for review. The Committee's written decision must include specific reasons for the decision, and must refer to specific plan provisions on which it is based. If no decision is made within the 120-day time period, you should consider the claim denied.

TOP HEAVY PLAN RULES

What Is a Top Heavy Plan?

A "top heavy plan" is a plan under which 60% or more of the benefits have accrued or have been "credited" to officers or owners of the business.

Special Rules for Top Heavy Plans

In years in which this plan is determined to be top heavy, the following special rules will apply:

- (1) All members shall accrue a benefit of at least 2% of annual pay for each year of Service to a maximum of 20% of annual pay.
- (2) The following Vesting schedule will be substituted for the Vesting schedule described earlier in this summary:

<u>Years of Service</u>	<u>The Vested Portion of Your Accrued Benefit</u>
0-2	0
3 or more	100%

If the plan later ceases to be top heavy, these rules will no longer apply, but your vested benefit will not be reduced. If you have three or more years of Service at the time this plan ceases to be

top heavy, you may elect to have your vested accrued benefit continue to be determined under the Vesting schedule described in paragraph (2) above. You may do this by notifying us within the period beginning with the first day of the Plan Year for which the change is effective and ending with the latest of the following dates: (1) 60 days after the first day of such Plan Year, or (2) 60 days after the date you are notified of the change.

If the Vesting schedule is changed, you will be affected by the change only if you have at least one Hour of Service on or after the first day of the Plan Year in which the change is made.

QUALIFIED DOMESTIC RELATIONS ORDERS

Generally, your benefits under the plan are protected from all your creditors. This is to insure that the benefits are available when you retire. However, a court can require the plan to pay part of your benefits to a child, spouse, former spouse, or other dependent by using a "qualified domestic relations order". You will be notified if an order is received regarding your benefits.

AMENDMENT OR TERMINATION OF PLAN

Who Can Terminate or Amend This Plan?

The Board of Trustees of Summa Health Systems has the right to terminate the plan. The Plan Administrator has the right to amend the plan or change its provisions at any time and for any reason. If the plan is materially changed or if the plan is terminated, you will be notified.

What Happens if This Plan Is Amended?

While an amendment may modify your rights under the plan, no amendment will deprive you of your vested accrued benefit as of the first day of the Plan Year in which the amendment is adopted.

What Happens if This Plan Is Terminated?

If the plan is terminated, and if you have not (1) incurred a five-year break in Service, or (2) received payment of your vested account balance, you will automatically become fully vested in your accrued benefit as of the date of termination. If funds remain after all benefits have been funded, and if these funds exist because of an actuarial error, they will be returned to us.

YOUR RIGHTS UNDER ERISA

As a plan member, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan members are entitled to:

- (1) Examine, without charge, at the plan administrator's main office and all other locations, all plan documents, including insurance contracts, and

copies of any documents filed by the plan with the United States Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration..

- (2) Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- (3) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each member with a copy of this summary annual report.
- (4) Obtain a statement telling you whether you have a right to receive a retirement benefit at your normal retirement age as set forth in this summary and if so, what your benefits would be at normal retirement age if you stopped 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 each year. The plan administrator must provide the statement free of charge.
- (5) If you have a claim that is denied, in whole or in part, you are entitled to receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in the 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 Federal court. 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 your plan benefit or exercising your rights under ERISA.
- (6) Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the material and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

DUTIES OF FIDUCIARIES

In addition to creating rights for plan members, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan members and beneficiaries. If it should happen that plan fiduciaries misuse a 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 are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator.

FURTHER INFORMATION

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should 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 information about your rights and responsibilities under ERISA by visiting the Employee Benefits Security Administration (“EBSA”) website at www.dol.gov/ebsa/, or by calling toll-free 866-444-3272 to speak with a benefits advisor.