ARIA HEALTH PENSION PLAN

Summary Plan Description

Effective Date: July 1, 2014

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INTRODUCTION

This Summary Plan Description describes your benefits and rights under the Aria Health Pension Plan (the "Plan") sponsored by Aria Health (the “Hospital”). This Summary Plan Description is based on the terms of the Plan in effect on January 1, 2014. Some of the statements made in this Summary Plan Description are dependent upon the Plan being "qualified" under the provisions of the Internal Revenue Code. This is a summary of the most important provisions of the Plan. While this summary should answer most of your questions, it does not provide all the details of the Plan. These can be found in the official Plan document. The Plan document is always used in cases requiring a legal interpretation of the Plan. If there is any difference between a plan document and this summary, your rights will be based on the provisions of the Plan document (and any legal rules that require changes not yet written into the Plan document). This Summary Plan Description is not meant to interpret, extend, or change the provisions of your Plan in any way. The provisions of your Plan may only be determined accurately by reading the actual Plan document.

This summary does not constitute an implied or express contract or guarantee of employment. Similarly, your eligibility or your right to benefits under the Plan should not be interpreted as an implied or express contract or guarantee of employment. The Hospital’s employment decisions are made without regard to benefits to which you are entitled upon employment.

A copy of your Plan is on file at the Plan Committee’s offices and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either your Plan or this Summary Plan Description, you should ask the Plan Committee (see page 28). In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the actual provisions of the Plan will govern.

INTRODUCTION

Q. What is the Plan?

A. The Hospital began sponsoring the Plan on November 1, 1972 as the Frankford Hospital Pension Plan. Over the years the Plan has been amended as required by law to maintain its qualified status, as well as to make discretionary changes to the benefits as determined by the Board of Directors. In 2009 the name of the Plan changed to the Aria Health Pension Plan to align with the Hospital's name change. This Plan is a defined benefit plan intended to provide monthly income payments upon retirement.

Q. Why do we sponsor retirement programs?

A. At Aria Health, it is important to us that you, our loyal and long service employees have financial security at retirement. Our benefits philosophy is that your income during retirement should be funded through a combination of funds from both Hospital funded sources and your personal savings. Effective July 1, 2011, in response to volatility experienced in the Plan's funding requirements; the Hospital closed the Plan to newly hired or rehired employees and instituted a defined contribution type of retirement benefit under the Hospital's 403(b) Plan. This new retirement benefit provides a more predictable pattern of employer contributions, while still maintaining our overall philosophy of contributing to your financial security at retirement. In addition, during 2011 the Hospital allowed employees who were currently participating in this Plan to choose between continued participation in this Plan or to cease participation in this Plan and opt to begin to receive retirement benefits under the 403(b) Plan. Your choice was effective January 1, 2012.

Recently, the Hospital has navigated a number of significant changes to improve its economic stance in response to the continued volatility of the healthcare environment and inconsistent patient volumes. As a result, the Plan was again amended in 2013 to cease all benefit accrual under this Plan effective December 31, 2013. Effective January 1, 2014, all future Hospital sponsored retirement benefits are provided through Hospital contributions to the 403(b) Plan. The provisions of the Hospital's 403(b) Plan are provided in a separate Summary Plan Description.

ELIGIBILITY AND PARTICIPATION

Q. Who was eligible to participate in this Plan?

A. All employees of Aria Health who were first hired or rehired prior to July 1, 2011 (other than leased employees) are eligible to participate in the Plan, provided you met the eligibility requirements in the next Q & A. Employees of certain acquired businesses were eligible to join the Plan as of specified dates. Please see the Appendix to this summary for more information regarding participation in this Plan for an acquired business.

Q. When does eligibility for the Plan begin?

A. If you were hired before July 1, 2011, you were automatically eligible to participate in the Plan on the first day of the month coincident with or next following your completion of one Year of Service and the attainment of age 21. You were credited with a Year of Service for this purpose if you completed at least 1,000 Hours of Service during the 12-month period beginning with your date of hire. If you did not complete at least 1,000 Hours of Service during your first 12 months of employment, your service will be measured during Plan Years, beginning with the Plan Year, which includes the first anniversary of your date of hire. The Plan Year is defined as January 1 through December 31. If your date of hire or re-hire is on or after July 1, 2011 you are not eligible to participate or re-participate in the Plan.

Q. How are Hours of Service credited?

A. Generally, you are credited with an Hour of Service under the Plan for each hour you are paid or entitled to be paid for your performance of duties. In addition, you receive credit for all hours you would have worked but for absence on military leave, provided you return within the time required by law. You are also credited with an Hour of Service for each hour for which you are paid but perform no duties due to, among other reasons, vacation, holidays, illness, periods of incapacity (including disability), or jury duty.

Generally, no more than 501 Hours of Service will be awarded for periods during which you perform no duties, whether or not the period spans more than one Plan Year. Hours of Service are not required to be credited for periods during which you receive payment due to compliance with workmen's compensation, unemployment compensation or disability insurance laws, or reimbursements of medical expenses.

Solely for the purpose of preventing a break-in-service (see below on page 19), if you are absent from work due to pregnancy, birth, adoption or caring for a child immediately after the birth or adoption, you will be credited with up to 501 Hours of Service in the current Plan Year or, if you already have enough Hours of Service to avoid a break-in-service in that Plan Year, in the next Plan Year.

To simplify the tracking of Hours of Service, the Plan was amended effective January 1, 2002 to provide that if you are a Full-Time employee who is exempt from the maximum hour provisions of the Fair Labor Standards Act you will be credited with 45 Hours of Service for each week in which you are paid or entitled to be paid for at least one Hour of Service as defined above. If you are a Part-time employee who is exempt from the maximum hour provisions of the Fair Labor Standards Act you will be credited with 10 Hours of Service for each day during which you are paid or entitled to be paid for at least 1 Hour of Service.

NORMAL RETIREMENT BENEFITS

Q. When is my Normal Retirement Date?

A. Your Normal Retirement Date is the first day of the month coincident with or next following your 65th birthday for your benefit that accrued prior to January 1, 2008. Your Normal Retirement Date for benefits that accrue on or after January 1, 2008 shall be the first day of the month coincident with or next following your age determined from the following table based on your year of birth.

Year of Birth	Normal Retirement Date
1937 or Earlier	Age 65
1938 to 1954	Age 66
1955 or Later	Age 67

Q. When will I receive my Normal Retirement Benefit?

A. Generally, your normal retirement benefit will begin after your retirement on your Normal Retirement Date. If you continue to work past your Normal Retirement Date, you may elect to start to receive your retirement benefit while you continue to work or you may defer receipt of your retirement benefit until you retire from working at the Hospital.

Q. How is my Normal Retirement Benefit determined?

A. The Plan's benefit formula is used to determine your Normal Retirement Benefit. The formula produces a benefit amount in the form of a single life annuity beginning at your Normal Retirement Date. If your benefit is not paid in the form of a single life annuity, your benefit, regardless of its form, will be the actuarial equivalent of your benefit in that form. Please keep in mind that since your benefit is reduced if payment begins prior to Normal Retirement Date, part of your benefit may be reduced if you commence receipt of your benefit at age 65 and you were born in 1938 or later.

Q. What is the Plan's benefit formula?

A. Your annual Normal or Deferred Retirement Benefit is payable in the form of a single life annuity, equal to the sum of your Basic Benefit under (a) and (b), and your Cash Balance Benefit under (c). A Deferred Retirement Benefit is equal to the benefit that would have been payable at Normal Retirement Date, increased by any amounts credited after Normal Retirement Date.

Part (a) Basic Benefit for Credited Service prior to January 1, 1994.

The annual retirement income benefit for Credited Service before January 1, 1994, shall be equal to the amount calculated under the formula described below, but not less than the amounts earned under the Plan formulas in effect at the time:

NORMAL RETIREMENT BENEFITS

1¼% of Gross Wages for 1993 up to $34,074, plus 1¾% of Gross Wages for 1993 in excess of $34,074, multiplied by the Participant's years of Credited Service, not to exceed 35 years. If the Participant received credit for fewer than 1,000 Hours of Service during 1993, Gross Wages earned during the most recent Plan Year before 1993 in which the Participant received credit for at least 1,000 Hours of Service are used.

Part (b) Basic Benefit for each year of Credited Service on and after January 1, 1994.

If less than 35 years in total:

> 1% of the Gross Wages for the current calendar year up to 150% of the Social Security Integration Level in effect on the first day of the Plan Year, plus
>
> 1.5% of such Gross Wages in excess of 150% of the Social Security Integration Level in effect on the first day of the Plan Year.

If more than 35 years in total:

> 1% of the Gross Wages for the current calendar year.

The Social Security Integration Level changes each year. It is based on the Social Security Covered Compensation amount for a person attaining Social Security Normal Retirement Age in the respective year. For example, the Social Security Covered Compensation amount for a person attaining 65 in 2013 was $69,900. Therefore, the Social Security Integration Level for 2013 was 150% of $69,900 or $104,850.

The following is a table of the recent historic Social Security Integration Levels.

Year	**Social Security Integration Level**
2004	$69,426
2005	73,044
2006	76,878
2007	80,730
2008	84,726
2009	88,902
2010	92,826
2011	96,696
2012	100,800
2013	104,850

Part (c) Cash Balance Benefit.

Beginning in July 1991 and ending December 31, 2008, the Plan provided a Cash Balance Benefit equal to the actuarial equivalent at Normal Retirement Date of your Cash Balance Account. Normal Retirement Date for purposes of the Cash Balance Benefit is age 65 regardless of your year of birth. Your Cash Balance Account is equal to (i), (ii) and (iii) below:

(i) At the end of each Plan Year prior to January 1, 2008, an allocation equal to 50% of your contributions to the Hospital's Tax-Sheltered Annuity Plan for the Plan Year, not to exceed 6% of your Gross Wages, if you completed at least 1,000 Hours of Service during the Plan Year.

(ii) At the end of the 2008 Plan Year, an allocation equal to 50% of your contributions to the Hospital's Tax-Sheltered Annuity Plan for the 2008 Plan Year, not to exceed 4% of your Gross Wages, if you completed at least 1,000 Hours of Service during the 2008 Plan Year.

(ii) Interest is credited on each amount set forth in (i) and (ii) above, compounded annually at the appropriate rate as described below, from the last day of the Plan Year in which the allocation was made to the Normal Retirement Date (or Deferred Retirement Date, if later). For plan years up to and including the plan year ending December 31, 2003, the rate is 6½%. For plan years beginning January 1, 2004 or later, the rate is the interest rate on the one-year U.S. Treasury constant maturities in effect for the month of November of the preceding Plan Year, up to a maximum of 7.0%. Interest shall continue to be credited until the end of the Plan Year prior to the Plan Year in which you begin to receive your retirement benefit.

The Cash Balance Account is converted at the benefit commencement date into a single life annuity. Such benefit shall be equal to the Cash Balance Account divided by the appropriate conversion factor.

In no event shall your annual benefit computed in (a), (b) and (c) above be less than the annual benefit accrued as of December 31, 2003.

Q. How is Credited Service determined?

A. Generally, you will be credited with a year of Credited Service for each Plan Year in which you complete at least 1,000 Hours of Service as a Participant. Because benefit accruals under the Plan were frozen as of December 31, 2013, you will no longer be credited with years of Credited Service for benefit accrual purposes on or after January 1, 2014.

NORMAL RETIREMENT BENEFITS

Q. What is included in Gross Wages?

A. The wages paid to you and reported on your Form W-2, including any pre-tax amounts contributed to the Hospital Tax-Sheltered Annuity Plan or a cafeteria plan. No wages in excess of $200,000 (as adjusted for inflation after 2002; $255,000 in 2013) will be used to determine benefits. Prior to 2002, this limit was $150,000 (adjusted for inflation between 1995 and 2001). Wages after 2013 are not taken into account because the Plan is frozen as of December 31, 2013.

Q. How are my benefits determined?

A. Your pension benefit is the sum of your Basic Benefit for Credited Service before 1994, for Credited Service after 1993 and a Cash Balance Benefit for Credited Service after July 1991. As stated earlier in this summary, the Cash Balance Benefit ceased as of December 31, 2008 and all accruals under the Plan ceased as of December 31, 2013.

For purposes of illustration, we will assume the following:

Date of Birth: January 1, 1950
Years of Credited Service as of December 31, 2013: 25 years
Normal Retirement Date:

For benefit accrual prior to January 1, 2008:	January 1, 2015 (age 65)
For Cash Balance Benefit:	January 1, 2015 (age 65)
For benefit accrual on and after January 1, 2008:	January 1, 2016 (age 66)

Interest rate on one-year Treasury Securities: Based on actual rate on one-year Treasury Securities as of the November preceding the Plan Year.

Contributions to the Hospital's Tax Sheltered Annuity Plan: 6% of Wages for Plan Years 1991 through 1997 and 4% of Wages for Plan Year 2008.

Hours of Service for each of the Plan Years worked through 2013 are deemed to be at least 1,000.

Benefits as of December 31, 2003:

Cash Balance Account as of December 31, 2003: $23,118.67
Value of 12/31/2003 Protected Account as of 1/1/2015: $46,217.72

Basic Benefit for all Credited Service as of December 31, 2003: $6,384

NORMAL RETIREMENT BENEFITS

The accumulation of the Normal Retirement benefit under (a) and (b) as described above can be illustrated with the following example:

(1) Years of Service at End-of-Year	(2) Plan Year	(3) Social Security Breakpoint	(4) Gross Wages	(5) Base Annual Benefit	(6) Excess Annual Benefit	(7) Total Annual Accrual (5) + (6)		
5	1993	$34,074	$37,566	$2,129.63	$305.55	$2,435.18	**$2,435.18**	Part (a) Accrued Benefit Payable at Age 65
6	1994	36,468	38,693	364.68	33.38	398.06		
7	1995	38,880	39,854	388.80	14.61	403.41		
8	1996	41,364	41,050	410.50	0	410.50		
9	1997	43,956	42,281	422.81	0	422.81		
10	1998	46,692	43,549	435.49	0	435.49		
11	1999	49,590	44,855	448.55	0	448.55		
12	2000	52,650	46,201	462.01	0	462.01		
13	2001	55,818	47,587	475.81	0	475.81		
14	2002	59,166	49,015	490.15	0	490.15		
15	2003	65,952	50,485	504.85	0	504.85	**$6,886.88**	Protected Accrued Benefit as of December 31, 2003
16	2004	69,426	52,000	520.00	0	520.00		
17	2005	73,044	53,560	535.60	0	535.60		
18	2006	76,878	55,167	551.67	0	551.67		
19	2007	80,730	56,822	568.22	0	568.22	**$6,627.19**	Part (b) Accrued Benefit Payable at Age 65
20	2008	84,726	58,527	585.27	0	585.27		
21	2009	88,902	60,283	602.83	0	602.83		
22	2010	92,826	62,091	620.91	0	620.91		
23	2011	96,696	63,954	639.54	0	639.54		
24	2012	100,800	65,873	658.73	0	658.73		
25	2013	104,850	67,849	678.49	0	678.49	**$3,785.77**	Part (b) Accrued Benefit Payable at Age 66
26	2014	N/A	N/A	N/A	N/A	N/A	N/A	

NORMAL RETIREMENT BENEFITS

The accumulation of the Normal Retirement benefit under (c) as described above can be illustrated with the following example (Assumes the employee contributes at least 6.0% of Gross Wages to the Tax Sheltered Annuity Plan):

		Cash Balance Benefit				Cash Balance Benefit - Protected Benefit as of December 31, 2003 plus Interest Credits to Normal Retirement Date			
Plan Year	Gross Wages	Cash Balance Contribution	Interest Crediting Rate	Interest Credit	Year-End Cash Balance Account	Cash Balance Contribution	Interest Crediting	Interest Credit	Year-End Cash Balance Account
1991	$35,410	$531.15	6.50%	$0	$531.15	$531.15	6.50%	$0	$531.15
1992	36,472	1,094.16	6.50%	34.52	1,659.83	1,094.16	6.50%	34.52	1,659.83
1993	37,566	1,126.98	6.50%	107.89	2,894.70	1,126.98	6.50%	107.89	2,894.70
1994	38,693	1,160.79	6.50%	188.16	4,243.65	1,160.79	6.50%	188.16	4,243.65
1995	39,854	1,195.62	6.50%	275.84	5,715.11	1,195.62	6.50%	275.84	5,715.11
1996	41,050	1,231.50	6.50%	371.48	7,318.09	1,231.50	6.50%	371.48	7,318.09
1997	42,282	1,268.46	6.50%	475.68	9,062.23	1,268.46	6.50%	475.68	9,062.23
1998	43,550	1,306.50	6.50%	589.04	10,957.77	1,306.50	6.50%	589.04	10,957.77
1999	44,857	1,345.71	6.50%	712.26	13,015.74	1,345.71	6.50%	712.26	13,015.74
2000	46,203	1,386.09	6.50%	846.02	15,247.85	1,386.09	6.50%	846.02	15,247.85
2001	47,589	1,427.67	6.50%	991.11	17,666.63	1,427.67	6.50%	991.11	17,666.63
2002	49,017	1,470.51	6.50%	1,148.33	20,285.47	1,470.51	6.50%	1,148.33	20,285.47
2003	50,488	1,514.64	6.50%	1,318.56	23,118.67	1,514.64	6.50%	1,318.56	23,118.67
2004	52,000	1,560.00	1.34%	309.79	24,988.46	0	6.50%	1,502.71	24,621.38
2005	53,560	1,606.80	2.50%	624.71	27,219.97	0	6.50%	1,600.39	26,221.77
2006	55,167	1,655.01	4.33%	1,178.62	30,053.60	0	6.50%	1,704.42	27,926.19
2007	56,822	1,704.66	5.01%	1,505.69	33,263.95	0	6.50%	1,815.20	29,741.39
2008	58,527	1,170.54	3.50%	1,164.24	35,598.73	0	6.50%	1,933.19	31,674.58
2009	60,283	0	1.07%	380.91	35,979.64	0	6.50%	2,058.85	33,733.43
2010	62,091	0	0.31%	111.54	36,091.18	0	6.50%	2,192.67	35,926.10
2011	63,954	0	0.25%	90.23	36,181.41	0	6.50%	2,335.20	38,261.30
2012	65,873	0	0.11%	39.80	36,221.21	0	6.50%	2,486.98	40,748.28
2013	67,849	0	0.18%	65.20	36,286.41	0	6.50%	2,648.64	43,396.92
2014	69,884	0	0.12%	43.54	36,329.95	0	6.50%	2,820.80	46,217.72

NORMAL RETIREMENT BENEFITS

Following is a summary of the Normal Retirement Benefit payable at age 65 based on the foregoing example:

Benefit Part	**Annual Benefit**
Part (a) Unreduced	$2,435.18
Part (b) Unreduced	6,627.19
Part (b) Reduced from Age 66 ($3,785.77 x 93.33%)	3,533.26
Part (c) Cash Balance Benefit at Age 65 Converted to Annuity ($36,329.95 divided by 13.10427)	2,772.37
Total Benefit Payable at Age 65 (Sum of Parts (a), (b) and (c))	$15,368.00
December 31, 2003 Protected Benefit	
Protected Accrued Benefit at Age 65	$6,886.88
Protected Cash Balance Benefit at Age 65 Converted to Annuity	4,633.31
Protected Benefit as of December 31, 2003	$11,520.19
Annual Benefit Payable at Age 65 (Greater of Total Benefit or Protected Benefit)	$15,368.00

This example shows the annual benefit that would be payable at age 65 in the form of a single life annuity (payments for one life only). Benefits are paid on a monthly basis (the participant in this example would receive a benefit of approximately $15,368.00 per year or $1,280.67 per month). A married Participant will receive benefits in the form of a Qualified Joint and Survivor annuity with his or her spouse as beneficiary, unless the spouse consents to another form of payment. The Qualified Joint and Survivor annuity form provides a reduced monthly benefit during the Participant's life, and, if the Participant dies before his or her spouse, a survivor benefit to the spouse for life. (See page 12.)

This example is for illustrative purposes only; ***your actual benefit depends on your Gross Wages, years of Credited Service, and contributions to the Tax-Sheltered Annuity Plan.***

FORM OF BENEFIT PAYMENT

Q. How are my benefits paid if I am single?

A. Except as provided below, if you are single when your pension payments begin, the normal form of benefit is a single life annuity. Under this payment method, you will receive monthly pension payments for as long as you live. After your death, all payments will stop.

Q. How are my benefits paid if I am married?

A. Except as provided below, if you are married when your pension payments begin, the normal form of benefit is a qualified joint and 50% survivor annuity. This payment method provides reduced monthly payments for your lifetime. After your death, your spouse, if he or she survives you, will receive monthly benefits for his or her life equal to 50% of the pension you were receiving during your lifetime.

Your qualified joint and survivor annuity benefit will be the actuarial equivalent of your single life annuity benefit. The amount is computed using the assumptions in the Plan for determining benefits of equal value. The amount of the monthly benefit will be less than that of a single life annuity because the money to be used for your pension must provide benefits for the lifetimes of you and your surviving spouse instead of just for you.

Q. For purposes of the Plan what is the definition of "spouse"?

A. For purposes of the Plan and any elections under the Plan which require spousal consent, the term spouse includes an individual married to a person of the same sex if the individuals are lawfully married under state law, and the term "marriage" includes a marriage between individuals of the same sex, even if the individuals are currently domiciled in a state that does not recognize the validity of same-sex marriages.

Q. May I elect any other forms of payment?

A. Unless the present value of your benefit is not more than $1,000, you may elect to receive a single life annuity, a joint and survivor annuity with a beneficiary other than your spouse, or a 10-year, 15-year, or 20-year certain and life option. If you are married, you may elect a form of benefit other than a qualified joint and 50% (or greater) survivor annuity with your spouse as beneficiary only with the written, notarized consent of your spouse. Your election is irrevocable once payments begin.

Under the single life annuity, you will receive monthly payments for your lifetime. After your death, all payments will stop.

Under the joint and survivor annuity option, you will receive reduced monthly payments for your lifetime. After your death, your surviving beneficiary will receive monthly benefits for life equal to 100%, 75%, 50% or 25% (as you elect) of the pension you were receiving during your lifetime. If you elect an option greater than 25%, the reduction to your benefit increases correspondingly because your beneficiary will receive a larger benefit on your death if he or she survives you.

Under the 10-year, 15-year, or 20-year certain and life option, you will receive reduced monthly payments for your lifetime. However, if you die within 10, 15 or 20 years after you retire, your designated beneficiary will receive the same pension payment for the remainder of the certain period (10, 15, or 20 years).

If you retire before age 62, you may elect a form that, when combined with your Social Security benefits, will provide with an approximately level benefit before and after your Social Security benefits commence.

Between 30 to 90 days before the anticipated payment date, you will be given information about the terms and conditions of the qualified joint and survivor annuity or single life annuity, as applicable, and you also will be notified in writing of your right to reject this payment form. In addition, you will be given information about other available payment forms and about how your choice will affect the amount of your benefit.

Q. How are small benefits paid?

A. If the value of your pension at retirement or other termination of employment is less than or equal to $1,000, your pension will automatically be paid in a lump sum. If your pension at retirement or other termination of employment is greater than $1,000 but not greater than $5,000 you may elect to receive your pension in the form of a lump sum. Any lump sum payment would equal the actuarial value of your pension (that is, the single life annuity).

Q. When will I receive payments from the Plan?

A. The Plan is designed to encourage you to remain employed with the Hospital until retirement. Payments will generally begin at your Normal, Early or Deferred Retirement Date or following your date of death. However, if the present value of your benefit is $1,000 or less on your termination of employment, it will be distributed immediately in the form of a single cash lump sum.

Q. If I received a lump sum payment and return to Aria Health, can I have my prior service included in the calculation of the benefit I will receive in the future?

A. If you repay the amount of the lump sum payment together with interest at the rate set by IRS regulations before the earlier of: (i) 5 years after the date of your rehire, or (ii) the close of the first period of 5 consecutive one year breaks in service beginning after the date of distribution, your prior service will be restored.

FORM OF BENEFIT PAYMENT

Q. What happens if I start to receive payments from the Plan and I return to work for Aria Health?

A. If you retired and began receiving benefit payments and then were re-employed by Aria Health prior to July 1, 2011, you were eligible to commence active participation in the Plan on your date of re-employment. Your benefit payments will continue during your period of re-employment. The benefit amount payable upon your subsequent retirement will be adjusted to reflect the value of additional benefits earned during your re-employment, offset by the value of any benefits paid. If you are re-employed on or after July 1, 2011 you will not be eligible to re-commence active participation in the Plan.

ROLLOVERS

Q. Can I roll over a distribution from the Plan to another qualified retirement plan?

A. If your benefit amount is small and the Plan pays you an automatic lump sum or you elect a lump sum form of payment (generally under $5,000), you may elect that all or a portion of the lump sum be rolled over directly to another qualified plan that accepts rollovers or to an Individual Retirement Account (IRA).

Any distribution you receive from the Plan will normally be fully taxable for the year in which you receive the distribution. However, if you elect to make a direct rollover of your benefit to an Individual Retirement Account (IRA) or another qualified plan that allows rollovers, you will defer paying any taxes until you actually begin receiving the money.

Tax laws are complicated, and the Hospital cannot give you tax advice. Because each individual's financial situation is different, it is important that you discuss your options with a financial advisor or tax consultant before making your financial decisions.

EARLY RETIREMENT

Q. When is my Early Retirement Date?

A. You may retire as early as age 55 if you have 10 or more Years of Service.

Q. How is my early retirement benefit determined?

A. If you retire early, your benefit will be computed in the same way as a normal retirement benefit, but it will be based only on your completed years of Credited Service, Gross Wages and contributions to the Tax-Sheltered Annuity Plan up to the date you retire or the date benefit accrual ceased (December 31, 2013), whichever is earlier. For example, if you retire at age 55 rather than age 65 and your retirement date was prior to January 1, 2014, your benefit will be based on 10 fewer years of Credited Service and Gross Wages.

You may receive payments when you retire or defer payment until your Normal Retirement Date. If you choose to receive your pension payments before your Normal Retirement Date (see page 5), your benefit is reduced because you are expected to receive payments for a longer period of time. This reduction equals 6-2/3% for each of the first 5 years and 3-1/3% for each of the next 5 to 7 years that your payments begin prior to Normal Retirement Date.

If your benefit includes a portion that was accrued prior to January 1, 2008 and a portion that was accrued after December 31, 2007, the reduction factor applied to each portion of your benefit will be based on the Normal Retirement Date indicated on page 5.

For example, let's assume that you retire at age 60 and you are entitled to an annual pension of $6,000 payable in the form of a single life annuity beginning at your Normal Retirement Date of Age 65. Applying the reduction factor, as described above to the 5 years you would be retiring prior to age 65, your early retirement benefit would be reduced by 33-1/3% (5 years x 6-2/3%), so you would receive $4,000 [$6,000 x (100% - 33-1/3%)] annually. If your Normal Retirement Date is Age 66, your $6,000 benefit would be reduced for 6 years rather than 5 years. Thus your early retirement benefit would be $3,800.

Keep in mind that your benefit is not reduced if you retire early but do not start to collect your pension payments until your Normal Retirement Date.

Q. When will I receive my early retirement benefit?

A. Your early retirement benefit will begin on the first day of the month after you elect to receive an early retirement benefit.

DEATH BENEFITS

Q. What death benefits are payable if I die on or after my earliest retirement age, but before beginning to receive benefits?

A. If you are married when you die, your spouse's benefit will equal the survivor annuity benefit that he or she would have received had you retired and elected to receive a qualified 50% joint and survivor annuity with your spouse as beneficiary on the day before your death. If you are single, no death benefit is payable under the Plan.

Q. What death benefits are payable if I die before my earliest retirement age and am vested?

A. If you are married and vested in your benefit when you die, your spouse's benefit will equal the amount that he or she would have received under the qualified 50% joint and survivor annuity, assuming you terminated employment on your date of death and commenced receiving benefits at the earliest permitted age. This benefit is determined as if you had:

separated from service on the date of your death (or your actual date of separation, if earlier);

lived until your earliest retirement age (age 55 if you had at least 10 Years of Service when you died, otherwise, age 65);

commenced receiving payments under a qualified 50% joint and survivor annuity at your earliest retirement age; and

died on the day after your earliest retirement age.

Q. When will my death benefits be paid?

A. Normally, your death benefits will begin to be paid to your spouse on the first day of the month next following your earliest retirement age or your date of death, if later. Alternatively, your spouse may elect to receive the benefit as of any date thereafter, but not after April 1 of the year after the year in which you would have attained age 70½. However, if the present value of your benefit is not greater than $1,000, it will be distributed in a single lump sum.

Q. What happens if I die while I am receiving benefits after my retirement?

A. If you elected a form of benefit that includes a survivor or period certain benefit, your spouse or other beneficiary will receive the survivor benefit or remaining payments provided under that form. If you are receiving a single life annuity, or were paid a single cash lump sum, then no benefits are payable after your death.

DEATH BENEFITS

Q. What happens if I die while in Qualified Military Service?

A. If your death occurs on or after January 1, 2007 while you are performing Qualified Military Service (as defined in Code Section 414(u)), your surviving spouse will be entitled to the pre-retirement survivor annuity you would have been entitled to assuming you had returned to employment with the Hospital and then terminated employment on account of death.

TERMINATION OF EMPLOYMENT

Q. What is vesting?

A. Vesting refers to your non-forfeitable right to receive a pension if you leave the service of the Hospital before you retire.

Q. How does vesting work?

A. You will receive a vested interest in the pension benefit you earn depending on your Years of Service as shown in the chart below. For this purpose, a Year of Service means a Plan Year in which you complete at least 1,000 Hours of Service (see page 3).

Years of Service	**Vested Percentage of Accrued Benefit**
Less than 3	0%
3 or more	100%

If you terminated employment prior to January 1, 2008 and you do not have at least one Hour of Service on or after January 1, 2008, you will be vested in your Accrued Benefit in accordance with the Plan's vesting provisions at the time you terminated employment from the Hospital.

You will also be 100% vested in your accrued benefit if you are employed by the Hospital on your Normal Retirement Date (see page 5). However, if you terminate employment before satisfying either of these requirements, you will not be entitled to a benefit from the Plan.

Please note that Years of Service on or after January 1, 2014 count toward your Vesting Service even though these Years of Service do not count for benefit accrual purposes. These Years of Service will also count toward your eligibility for early retirement.

Years of Service earned by employees of certain entities acquired by Aria Heath before the acquisitions will be counted for vesting purposes.

Q. What happens if I leave Aria Health and later return?

A break-in-service occurs in any Plan Year in which you are not credited with any Hours of Service. So, a break-in-service can occur if you terminate employment or are credited with less than one Hour of Service for some other reason. If you have at least one Hour of Service but less than 1,000 Hours of Service during a Plan Year, you will not incur a break-in-service, but you will not receive a Year of Service or a year of Credited Service for that time either.

If you have a break-in-service, you will lose credit for your prior Years of Service and years of Credited Service, except as provided below.

TERMINATION OF EMPLOYMENT

With At Least 3 Years of Service - If you are vested (that is, you have three or more Years of Service) before your break-in-service, your Years of Service prior to the break will be credited for purposes of the Plan as soon as you have completed an additional Year of Service (a Plan Year with at least 1,000 Hours of Service) after you return to employment with the Hospital.

With Fewer Than 3 Years of Service - If you were not vested (that is, you have less than three Years of Service prior to a break-in-service), your Years of Service before a break-in-service will be credited for purposes of the Plan if, when you return to work at the Hospital, the number of consecutive one-year breaks-in-service is less than five. In this case, you will become a participant in the Plan again after you complete one Year of Service, and your prior service will be restored.

For Example - If you have two Years of Service and then had three and a half years in which you failed to complete at least one Hour of Service, you could still keep the two Years of Service prior to the break-in-service because your consecutive breaks-in-service are less than five years.

Q. When may I receive my vested benefit?

A. Generally, you will begin to receive your vested benefit at your Normal Retirement Date (see page 5). However, if you are a terminated vested participant, you may receive your vested benefit as described in the following paragraphs.

If you had completed less than 10 Years of Service with Aria Health as of your date of termination, you will receive your retirement benefit at your Normal Retirement Date.

If you had completed at least 10 Years of Service before separating from Aria Health, you may begin receiving reduced benefits at any time between age 55 and Normal Retirement Date. In this case, your benefit will be reduced by a factor for each year that you begin receiving benefits prior to Normal Retirement Date. See page 16 for additional details.

CONTRIBUTIONS

Q. Who contributes to the Plan?

A. Aria Health pays the full cost of the Plan and makes contributions, based on professional actuarial advice, in an amount sufficient to provide benefits under the Plan. No employee contributions are required or permitted.

Q. How are contributions held under the Plan?

A. These contributions are paid to the Trustee and held in a trust fund. The trust fund is invested and administered by the Trustee according to the terms of the Plan and the trust agreement. The Trustee is listed in the Plan Information section on page 28.

ADMINISTRATION

Q. Who is the Plan Committee?

A. The administration of Plan will be under the supervision of the Plan Committee. To the fullest extent permitted by law, the Plan Committee will have the exclusive discretion to determine all matters relating to the Aria Health Pension Plan, including but not limited to eligibility, coverage and benefit determinations under the Plan. The Plan Committee will also have the exclusive discretion to determine all matters relating to interpretation and operation of the Plan. The Plan Committee may delegate any of its duties and responsibilities to one or more persons or entities. Such delegation of authority must be in writing, and must identify the delegate and the scope of the delegated responsibilities. Decisions by the Plan Committee, or any authorized delegate, will be conclusive and legally binding on all parties.

Q. If I make a written request for benefits that I feel entitled to, and my request is denied, what can I do?

A. If you believe you are entitled to a benefit or to a greater amount of benefits under the Plan than the amount you have received or are receiving, you may file a claim with the Plan Committee or its designated representative. This claim must be in writing and must contain the following information:

(i) the reason(s) for making the claim;

(ii) the facts supporting the claim;

(iii) the amount claimed; and

(iv) the name and address of the person filing the claim (the "claimant").

The Plan Committee will designate a representative to answer the claim in writing within 90 days (180 days in special cases on prior notice to you) stating whether it has been granted or denied. If the claim has been either partially or completely denied, that representative must provide the claimant with a written notice containing:

(i) the specific reasons behind the denial;

(ii) references to the specific provisions in the Plan document on which the denial is based;

(iii) a detailed description of any additional information needed to grant the claim and an explanation of why the additional information is needed; and

(iv) an explanation of the Plan's appeal procedure, including the claimant's right to review relevant Plan documents.

If a reply is not made within this time period, the claimant can consider the claim denied. The claimant has the right to appeal the claim denial, or in other words, to ask for a review of the unfavorable decision. To appeal the claim denial, a written request for appeal must be filed with the Plan Committee within 60 days after receiving the claim denial. This written request for appeal should contain:

(i) a statement of grounds on which the appeal is based;

(ii) reference to the specific provisions in the Plan document on which the appeal is based;

(iii) the reason or argument why the claimant believes the claim should be granted and the evidence supporting each reason; and

(iv) any other relevant document or comments the claimant wishes to submit to support the appeal.

Unless special circumstances exist, the Plan Committee will normally make a decision within 60 days after receiving the request for appeal and will mail a copy of the decision promptly to the claimant. Under some circumstances, the time for making a decision will be extended to 120 days. If this occurs, the claimant will receive written notice of the extension before the end of the original 60 day period. This decision will normally give specific reasons and references to the Plan provisions supporting the Plan Committee's decision. If the decision is not received within the time periods specified above, the claimant should consider the claim denied. The Plan Committee shall have the discretion to determine eligibility for benefits and the amount of benefits payable, both initially and on review, and to construe the terms of the Plan. Such determination and constructions shall be conclusive and binding.

Q. What happens if the Plan is determined to be Top-Heavy?

A. Under a complicated set of IRS rules set out in the Plan document, the Plan may become a "top heavy plan." A top heavy plan is one where more than 60% of the contributions or benefits have been allocated to "key employees." Key employees are generally officers and other owners. The Plan Committee is responsible for determining whether the Plan is a top heavy plan each year. In the unlikely event the Plan becomes top heavy in any year, non-key employees may be entitled to certain minimum benefits and special rules will apply. If the Plan becomes top heavy, the Plan Committee will advise you of your rights under the top heavy rules.

GENERAL INFORMATION

Q. I understand that the Federal Government insures some employee benefit plans. Are the benefits of this Plan insured?

A. Benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal retirement benefits, early retirement benefits, and certain disability and survivor's pensions. However, the PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to curtain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of plan termination. However, if a plan has been in effect less than five years before it terminates, or if benefits have been increased within the five years before plan termination, the whole amount of the plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask the Plan Committee or the PBGC. Inquiries to the PBGC should be addressed to the Administrative Review and Technical Assistance Division, Case Operations and Compliance Department, Pension Benefit Guaranty Corporation, 2020 K Street, N.W., Washington, DC 20005. The PBGC office may be reached by calling 202-326-4000.

Q. I understand that this just highlights the Plan. May I see the actual documents?

A. Yes, as explained in the Participant Rights section below, all Plan documents are available to you. However, the Plan and Trust Agreement are legal documents and may be difficult for you to understand. That is why we have furnished you this Summary Plan Description. Should any discrepancy arise between this summary and the Plan and Trust Agreement, the language in the Plan and Trust Agreement shall govern.

Q. May the Plan be amended or terminated?

A. Although benefit accrual ceased as of December 31, 2013, the Hospital intends to continue the Plan; however, it continues to reserve the right to amend or terminate the Plan in its sole discretion at any time. You should be aware that amendments to the Plan may render certain of the provisions described in this summary no longer applicable. If the Plan is terminated, all active Participants become vested in their benefits (to the extent funded) and benefits may be distributed in accordance with law.

GENERAL INFORMATION

Q. Can my benefits be assigned to another person?

A. Your Plan benefit may not be assigned, sold, transferred, garnished or pledged as collateral. A creditor may not attach your Plan benefit as a means of collecting a debt owed by you.

However, state courts can rule that benefits be paid to someone other than you or your beneficiary, according to a Qualified Domestic Relations Order (QDRO) that relates to child support, alimony payment or marital property rights. A QDRO must meet specific requirements defined by law. Your benefits may also be attached to pay a federal tax levy.

PARTICIPANT RIGHTS

Q. What are my rights under ERISA?

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

To examine, without charge, at the Plan Committee's office and at other specified locations, the Plan document and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports.

To obtain copies of all Plan documents and other Plan information upon written request to the Plan Committee. The Plan Committee may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Committee is required by law to furnish each participant with a copy of the Plan's Annual Funding Notice.

Obtain once a year, by written request to the Plan Committee, a statement of your total benefit and your nonforfeitable (vested) percentage of your benefit or the earliest date on which your total benefit will become nonforfeitable (vested). In lieu of providing the annual statement upon request, the Plan Committee may automatically provide you with a statement at least once every three years. The Plan Committee will provide this statement free of charge.

In addition to creating rights for participants, ERISA imposes obligations on the persons who are responsible for the operations of the Plan. These persons are referred to as "fiduciaries" in the law. Fiduciaries who violate ERISA may be removed and required to make good on any losses they have caused the Plan.

Your employer may not fire you or discriminate against you to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied in full 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 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 Committee to provide the materials from the Plan 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 Committee.

PARTICIPANT RIGHTS

If you are denied a benefit payment in full or in part, you have a right to file suit in a federal or state court. If the Plan fiduciaries are misusing the Plan's money, or if you are discriminated against for asserting your rights, you have a right to file suit in a federal court or request assistance from the U.S. Department of Labor. The court will decide who should pay court costs and legal fees. If you are successful in your lawsuit, the court may, if it so decides, require the other party to pay your legal costs, including attorney's 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 the Plan, you should contact the Plan Committee at the address shown in the Plan Information Section at the end of this Summary Plan Description. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210.

PLAN INFORMATION

Plan Name:	Aria Health Pension Plan
Plan Sponsor:	Aria Health 3 Neshaminy Interplex Feasterville-Trevose, PA 19053 215-612-4981
Plan Sponsor Employer Identification No.:	23-0596940
Plan Number:	001
Type of Plan:	Defined Benefit Plan
Plan Committee:	Pension Plan Committee Aria Health 3 Neshaminy Interplex Feasterville-Trevose, PA 19053 215-612-4981
Agent for Service of Legal Process:	Pension Plan Committee Aria Health 3 Neshaminy Interplex Feasterville-Trevose, PA 19053 215-612-4981
Plan Year:	January 1 to December 31
Trustee:	Wilmington Trust Company One M&T Plaza, 9th Floor, Buffalo, NY 14203

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PLAN INFORMATION

Appendix

Listing of acquired business and effective dates of Plan membership for acquired employees.

Eastern Pathology Associates, Ltd. If you were a participant in the Eastern Pathology Associates, Ltd. Defined Benefit Pension Plan as of March 31, 1993 you became a member of this Plan effective April 1, 1993.

System Service Corporation. If you were a participant in the System Service Corporation Pension Plan as of December 31, 1990 and you were employed by the Hospital on January 1, 1991 you became a member of the Plan on January 1, 1991. In addition, if you were a participant in the System Service Corporation Pension Plan as of December 31, 1992 and you were employed by the Hospital on January 1, 1993, you became a member of the Plan on January 1, 1993.

Workhealth, Inc. Effective October 1, 1997, each employee of Workhealth, Inc. who was an active participant in the System Service Corporation Pension Plan on September 30, 1997, and who was employed by the Hospital on and after October 1, 1997, shall become a member as of October 1, 1997.

Healthcare, Inc. Effective March 24, 1998, each employee of Healthcare, Inc., who was an active participant in the System Service Corporation Pension Plan on March 23, 1998, and who was employed by the Hospital on and after March 24, 1998, shall become a member as of March 24, 1998.

Delaware Valley Medical Center. Effective March 9, 1999, each employee of Delaware Valley Medical Center as of March 8, 1999, who was a participant in the Delaware Valley Medical Center Pension Plan as of March 8, 1999, and who was employed by the Hospital on and after March 9, 1999, shall become a member as of March 9, 1999, provided that he is an eligible employee under the Plan.