

SIBLEY MEMORIAL HOSPITAL 401(k) PLAN

SUMMARY PLAN DESCRIPTION

This is a summary of the Sibley Memorial Hospital 401(k) Plan (the “Plan”) as it applies to employees (and their beneficiaries) of Sibley Memorial Hospital (the “Hospital”). This summary describes the terms of the Plan, as amended through March 31, 2012.

You are cautioned that this summary does not reflect any future amendments that may be made to the Plan from time to time, and may not reflect all exceptions to the general provisions covered in this summary. Any conflicts between the statements in this summary and the terms of the Plan will be resolved by reference to the full Plan document.

If material changes are made to the Plan, you will receive a written summary description of such changes, which will supersede or supplement this summary. You should attach any written summaries of material changes to this document so that you always have a current summary of the Plan.

SIBLEY MEMORIAL HOSPITAL 401(k) PLAN
SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
DEFINITIONS.....	1
ELIGIBILITY TO PARTICIPATE	2
Who is Eligible for the Plan.....	2
Automatic Enrollment.....	3
MAKING CONTRIBUTIONS UNDER THE PLAN.....	3
Voluntary Pretax and Roth Contributions.....	3
Age-Based Catch-Up Contributions	4
Rollover Contributions.....	4
Matching Contributions	5
Limits on Contributions	5
HOSPITAL CONTRIBUTIONS	6
Criteria for Standard Hospital Contribution	6
Amount of Standard Hospital Contribution.....	6
Your Applicable Percentage	6
Amount of Alternate Hospital Contribution	8
INVESTING YOUR ACCOUNT.....	8
Investment Elections	9
Changing Your Investments	9
Transaction Fees and Expenses	9
Participant Investment Directions.....	9
VESTING	10
Years of Vesting Service	11
Breaks in Service	11
Forfeitures	11
RECEIVING YOUR BENEFITS	12
Form of Payment.....	12
Payment Upon Death	12
IN-SERVICE CASH WITHDRAWALS	13
Age 59½.....	13
Hardship.....	13
Military Service	14
PAYING TAXES ON YOUR BENEFIT AND ROLLOVER RIGHTS	14

LOANS	16
Amount that may be Borrowed.....	16
Interest Rate	16
Term of Loan	16
Repaying a Loan	16
QUALIFIED DOMESTIC RELATIONS ORDERS.....	16
ADMINISTRATIVE INFORMATION	17
Future of the Plan.....	17
Plan Expenses	17
Plan is Not an Employment Contract.....	17
Benefits are Not Insured	17
YOUR LEGAL RIGHTS.....	18
Your Rights Under ERISA	18
ENFORCING YOUR RIGHTS.....	19
Claims Procedure	19
Appealing a Denied Claim.....	19
Your Legal Rights.....	19
Questions.....	20
IMPORTANT INFORMATION ABOUT THE PLAN	20
Plan Name and Number	20
Plan Sponsor	20
Employer Identification Number	20
Plan Year.....	20
Plan Type	20
Plan Administrator	20
Agent for Service	21
Plan Trustee	21
Plan Administration	21

INTRODUCTION

Sibley Memorial Hospital has established the Sibley Memorial Hospital 401(k) Plan (the “Plan”) to provide eligible employees with an opportunity to save and invest for retirement. Under the Plan, you may contribute a portion of your compensation on a pretax and/or after-tax Roth basis, and receive employer matching contributions based on the amount of those contributions. In addition, the Hospital may make an additional employer contribution that is not based on the amount of your contributions. Any contributions that you make to the Plan are completely voluntary. You decide whether or not to contribute to the Plan and how much to contribute. However, if you become eligible to participate in the Plan on or after January 1, 2009, you will be automatically enrolled in the Plan, unless you affirmatively elect otherwise.

This booklet is a summary of the Plan, as amended through March 31, 2012. It is not the Plan document. In case of any conflict between the information in this summary plan description and the terms of the Plan document, the terms of the Plan document will control. The Plan document contains a complete description of the terms and conditions of the Plan and legally governs the operation of the Plan. If you have any questions about the Plan or your eligibility, you may call the Benefits Office at (202) 537-4028. If you have further questions, or if you wish to examine a copy of the Plan document and the trust agreement for the Plan, please contact the plan administrator.

DEFINITIONS

Throughout this document, certain terms appear in *italics*. These terms have special meanings for purposes of the Plan. Each of the italicized terms is defined below.

“*Beneficiary(ies)*” means the individual, institution, trustee or estate designated by you to receive your benefits at your death. As part of the enrollment process, you will be asked to complete a beneficiary designation form.

“*Compensation*” means the amount paid to you that must be reported as wages on your Form W-2, plus compensation that is not currently includable in your gross income because it is contributed through a salary reduction agreement to a plan that meets the requirements of Section 125, 132(f), 401(k), 402(e)(3), 402(h), 403(b) or 457(b) of the Internal Revenue Code. *Compensation* excludes cash/redeemable leave and non-productive pay (bereavement, jury duty and administrative leave). *Compensation* taken into account under the Plan cannot exceed the limits of Section 401(a)(17) of the Internal Revenue Code (\$250,000 for 2012). This limit is adjusted by the Internal Revenue Service from time to time for increases in cost-of-living.

“*Hospital*” means Sibley Memorial Hospital.

“*Hospital contribution*” means the contribution that is made to the *Plan* at the *Hospital’s* discretion and is not based on the amount of your contributions to the *Plan*. More information may be found on pages 6-8.

“*Plan*” means the Sibley Memorial Hospital 401(k) Plan as described in this summary and as set forth in the Sibley Memorial Hospital 401(k) Plan document, as it may be amended from time to time.

“*Plan administrator*” means the person or entity responsible for the administration of the *Plan*. See the Section entitled “Important Information About the Plan” for information about the *plan administrator*.

“*Plan year*” means the period of twelve consecutive months commencing on January 1 and ending on the following December 31.

“*Roth contribution*” means any contributions made to the *Plan* that are includible in your gross income at the time deferred. As indicated in your salary reduction agreement, these contributions are irrevocably designated as *Roth contributions*. *Roth contributions* may be distributed tax-free (along with any associated investment earnings) if certain requirements are met. See the Section entitled “Paying Taxes on Your Benefit and Rollover Rights” for more information on distributions of *Roth contributions*.

“*Third party administrator*” means the professional service provider retained by the *plan administrator* to assist in the administration of the *Plan*. Currently, the *third party administrator* for the *Plan* is Wells Fargo Bank N.A. You may contact Wells Fargo by visiting its Web site, _____, or by calling _____.

“*Year of vesting service*” means each full year that you are employed by the *Hospital* or an affiliate. See page 10 for more information on *years of vesting service*.

ELIGIBILITY TO PARTICIPATE

Who is Eligible for the Plan

You are eligible to participate in the *Plan* if you meet the following requirements:

- you are an employee of the *Hospital*;

- you did not become an employee of the *Hospital* as a result of a merger or acquisition;
- you are not a nonresident alien with no U.S.-source income; and
- you are not classified by the *Hospital* as a contract employee, a PRN employee, a leased employee or an independent contractor.

If you satisfy the above requirements and you are expected to complete at least 1,000 hours of service in your first year of employment, you are eligible to participate in the Plan on your date of hire, as long as you are at least age 21.

If you satisfy the above requirements but you are not expected to complete at least 1,000 hours of service in your first year of employment, you will be eligible to participate in the Plan on the date you complete a year of eligibility service and reach age 21.

You will earn a year of eligibility service if you complete at least 1,000 hours of service with the *Hospital* or an affiliate during your first year of employment (beginning on your date of hire) or in any calendar year beginning after your date of hire.

An hour of service is any hour that you work and are paid (or for which you are entitled to be paid) by the *Hospital* or an affiliate.

Automatic Enrollment

If you became an eligible employee on or after January 1, 2009 and you do not elect to voluntarily participate in the *Plan*, you will be automatically enrolled in the *Plan* unless you affirmatively elect otherwise.

Automatic enrollment means that your *compensation* will be reduced automatically, and the amount by which your *compensation* is reduced will be contributed on your behalf to your account under the *Plan*.

MAKING CONTRIBUTIONS UNDER THE PLAN

Voluntary Pretax and Roth Contributions

You may voluntarily elect to participate in the *Plan* by completing a salary reduction agreement. On the agreement, you elect the amount of your *compensation* that you wish to contribute to the *Plan* on a pretax basis and/or as a *Roth contribution*. You may elect any whole number percentage (*e.g.*, 15%) of your *compensation* (to a maximum of 50%) to be contributed each pay period. After your salary reduction agreement is completed and submitted, your *compensation* will be reduced by the amount you

have elected, and the same amount will be contributed to your account under the *Plan*.

If you were automatically enrolled in the *Plan*, you will be deemed to have authorized the *Hospital* to contribute 3% of your *compensation* to the *Plan* on a pretax basis. Beginning January 1, 2012, unless you elect otherwise, the contribution amount will automatically increase by 1% of *compensation* on each anniversary date of your hire, up to a maximum of 6% of *compensation*. You may elect to change your contribution rate at any time by completing a salary reduction agreement. Once you make an affirmative election to contribute (or not to contribute), the automatic contribution percentages no longer apply.

Unlike pretax contributions, *Roth contributions* are subject to federal income tax when made to the *Plan*, but the *Roth contributions* and any associated investment earnings are distributed tax-free if the requirements of a “qualified distribution” are met. See “Receiving Your Benefits” below for more information.

You may change or terminate your salary reduction agreement at any time. Your ability to modify the agreement may be subject to reasonable restrictions established by the *plan administrator*. The salary reduction agreement is legally binding and irrevocable with respect to *compensation* paid while the agreement is in effect.

The amount of voluntary pretax and *Roth contributions* that you can make to the *Plan* is subject to certain limits imposed by law. See the Section entitled “Limits on Contributions” below for more information on contribution limits.

Age-Based Catch-Up Contributions

If you are eligible to contribute to the *Plan*, you will attain at least age 50 by the end of the *plan year*, and you have reached the contribution limits imposed by the *Plan* or by law, you may make an age-based “catch-up contribution” of \$5,500 (for 2012) on a pretax or Roth basis. Catch-up contribution limits are adjusted annually for inflation.

The *plan administrator* will determine whether a voluntary pretax or *Roth contribution* is an age-based catch-up contribution, based on Internal Revenue Service regulations and other guidance.

Rollover Contributions

You may transfer (or “roll over”) to the *Plan* amounts from another employer’s plan (including Roth contributions held in another employer’s plan) or an individual retirement account (IRA), subject to certain restrictions that may be imposed by the *plan administrator*.

Matching Contributions

If you make voluntary pretax and/or *Roth contributions* to the *Plan* during the *plan year*, and you are credited with at least one hour of service during the *plan year*, you will receive employer matching contributions in your match account under the *Plan*. Your matching contributions equal 50% of your voluntary pretax and *Roth contributions* to the *Plan* for the *plan year* (excluding your age-based catch-up contributions), to the extent that your contributions did not exceed 3% of your *compensation* for the *plan year*.

Example: Assume that Stephanie, an employee of the *Hospital*, is a participant in this *Plan*. For 2012, Stephanie's *compensation* is \$40,000, and she elects to contribute 10% of her *compensation* as a voluntary pretax contribution to her account under the *Plan*. Stephanie's matching contribution for 2012 is calculated as follows:

Compensation	\$40,000
Voluntary pretax contribution (10%)	\$4,000
Maximum contribution to be matched (3%)	\$1,200
Matching contribution (50% x \$1,200)	\$600

Limits on Contributions

Your voluntary pretax and *Roth contributions* to the *Plan* and all other defined contribution plans in which you may have participated during the year are limited to a certain dollar amount set forth in the Internal Revenue Code. The current dollar limit for 2012 is \$17,000.

There is also a limit on the total contributions that can be added to your account under the *Plan* for any *plan year*. In 2012, the contributions to your account (not including catch-up contributions) under the *Plan* cannot exceed the lesser of \$50,000 or 100% of your annual *compensation*. The IRS may adjust this limit from time to time.

Also, federal law limits the amount that can be contributed to the *Plan* for employees who are considered highly paid. Each year, the *Plan* must satisfy a test concerning the ratio of participants' pretax, *Roth*, and matching contributions to their total *compensation* as a way of ensuring that the *Plan* does not discriminate in favor of highly paid employees. In the event these tests are exceeded, the *Plan* will take corrective measures in accordance with applicable law.

If you will reach age 50 or older by the end of the *plan year*, and your contributions will be limited by the *Plan* or by law, you may make an age-based catch-up contribution under the *Plan* (see the

section entitled “Age-Based Catch-Up Contributions” above). Age-based catch-up contributions do not count for purposes of any of the limits described in this Section.

For more information on the limits applicable to the *Plan*, contact the Benefits Office at (202) 537-4028.

HOSPITAL CONTRIBUTIONS

If you are eligible to participate in the *Plan*, you may be eligible to receive additional contributions made to the *Plan* by the *Hospital*. These contributions are made at the discretion of the *Hospital* and are not based on the amount of voluntary contributions that you make to the *Plan*.

You may be eligible for a standard *Hospital contribution* or an alternate *Hospital contribution* as follows.

Criteria for Standard Hospital Contribution

You will be eligible for the standard *Hospital contribution* if you:

- were actively employed by the *Hospital* on July 1, 2003;
- were a participant in the Sibley Memorial Hospital Retirement Plan on July 1, 2003; and
- have not terminated employment with the *Hospital* for a period of more than six months after July 1, 2003.

Amount of Standard Hospital Contribution

If you are eligible for the standard *Hospital contribution*, you will receive a *Hospital contribution* that is allocated to your *Plan* account as follows:

First, you will receive a basic *Hospital contribution* equal to your “applicable percentage” multiplied by your *compensation* for each payroll period.

Next, you will receive an excess *Hospital contribution* equal to your “applicable percentage” (not to exceed 5%) multiplied by your “excess compensation” for the *plan year*.

Your excess compensation is the amount of your *compensation* that exceeds the Social Security taxable wage base that is in effect on the first day of the *plan year*. For 2012, the Social Security taxable wage base is \$110,100.

Your Applicable Percentage

Your applicable percentage is determined according to the following chart:

Age Plus Years of Service at Beginning of Contribution Period	Age Plus Credited Service as of July 1, 2003			
	Chart 1 Less than 30 and "Alternate"	Chart 2 30 but less than 45	Chart 3 45 but less than 60	Chart 4 60 or more
Less than 40	1%	1%	N/A	N/A
40-49	1.5%	1.5%	1.5%	N/A
50-54	2%	2%	2%	N/A
55-59	3%	3%	3%	N/A
60-64	3%	4%	4%	4%
65-69	3%	6%	6%	6%
70-79	3%	6%	10%	10%
80 or more	3%	6%	10%	15%

In order to determine whether Chart 1, 2, 3, or 4 is applicable to you, your age is your age as of July 1, 2003, and your credited service is equal to your years of credited service earned under the Sibley Memorial Hospital Retirement Plan as of July 1, 2003.

In order to determine your applicable percentage at the beginning of each contribution period, your age is equal to your age at the beginning of the *plan year*, and your years of service are equal to your number of *years of vesting service* at the beginning of the *plan year*.

Example: Assume that John, an employee of the *Hospital* is eligible to receive the standard *Hospital contribution*. As of July 1, 2003, John was 40 years old and he had earned 12 years of credited service under the Retirement Plan. Because John's age plus credited service as of July 1, 2003 equals 52, Chart 3 is applicable to John.

At the beginning of 2012, John is 49 years old and has 21 *years of vesting service*. Because John's age plus years of service at the beginning of 2012 is 70, John's applicable percentage is 10%. For 2012, John's *compensation* is \$80,000, so his *Hospital contribution* under the *Plan* for 2012 is \$8,000 (10% x 80,000).

Criteria for Alternate Hospital Contribution

You will be eligible for the alternate *Hospital contribution* if you:

- were a participant in the Sibley Memorial Hospital Retirement Plan on July 1, 2003 but terminated employment with the *Hospital* and were rehired after an absence of more than six months; or
- you were not a participant in the Sibley Memorial Hospital Retirement Plan on July 1, 2003.

Amount of Alternate Hospital Contribution

If you are eligible for the alternate *Hospital contribution*, you will receive a *Hospital contribution* that is allocated to your *Plan* account. The alternate *Hospital contribution* is determined in the same manner as the standard *Hospital contribution*, except that your applicable percentage is limited to Chart 1.

Example: Assume that Jessica, an employee of the *Hospital*, is eligible for the alternate *Hospital contribution*. Jessica's applicable percentage is limited to Chart 1.

At the beginning of 2012, Jessica is 30 years old and has 5 *years of vesting service*. Because Jessica's age plus years of service at the beginning of 2012 is 35, Jessica's applicable percentage is 1%. For 2012, Jessica's *compensation* is \$45,000, so her *Hospital contribution* under the *Plan* for 2012 is \$450 (1% x \$45,000).

Criteria for Basic and Excess Hospital Contributions

Basic *Hospital contributions* are made each payroll period. In order to receive a basic *Hospital contribution* for a payroll period, you must receive *compensation* for that payroll period and be an eligible employee on the last day of that payroll period.

Excess *Hospital contributions* are made each *plan year*. In order to receive an excess *Hospital contribution* for a *plan year*, you must receive *compensation* during the *plan year* and be an eligible employee on the last day of the *plan year*. The requirement to be employed on the last day of the *plan year* is waived if, during the *plan year*, you reach normal retirement age (age 65), you reach early retirement age (age 55 with 5 *years of vesting service*), you die, you become permanently disabled and are eligible for Social Security disability benefits, or if, as of the end of the *plan year*, you have been credited with at least 10 *years of vesting service*. You will also be considered employed on the last day of the *plan year* if you are absent due to leave that is protected under the Family and Medical Leave Act of 1993.

INVESTING YOUR ACCOUNT

The *Plan* features a wide range of investment alternatives with different objectives, risk and potential for gain. The availability of these alternatives allows you to create an investment program that is right for you.

Before deciding to invest in any investment fund, you should read the prospectus for that fund. There is no guarantee that the stated investment goals of any of the investment fund will be realized. You can obtain detailed information (including a prospectus) about each of the investment funds by contacting the *third party*

administrator. The *plan administrator* has the right to add or remove investment funds under the *Plan*. You will be notified in advance of any such change.

Investment Elections

When you enroll in the *Plan* and elect to make voluntary pretax and/or *Roth contributions*, you choose how your contributions, matching contributions, and *Hospital contributions* are to be invested. You may direct that your contributions be invested among any or all of the investment funds offered under the *Plan*, in increments of 1%. Your election of how contributions added to your account are to be invested will remain in effect until changed by you.

If you are automatically enrolled in the *Plan* or if you fail to choose how your contributions will be invested, the contributions added to your account will be initially invested in the default investment fund selected by the *Hospital*. You may change the investment allocation of these contributions at any time by contacting the *third party administrator*.

Changing Your Investments

You may change your investment election as of any business day. Any such change will apply, as you direct, (1) only to existing money in your *Plan* account, (2) only to future contributions to your *Plan* account, or (3) both. In order to make an investment change, you must contact the *third party administrator*.

Transaction Fees and Expenses

Unless otherwise indicated in a fund's prospectus or by the *third party administrator*, there are no other transaction fees or expenses that reduce your *Plan* account balance associated with the purchase or sale of investment options offered under the *Plan*.

Participant Investment Directions

The *Plan* is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and accompanying regulations. This means that the *Plan* permits participants to direct the investment of their *Plan* accounts. As long as the *Plan* complies with the requirements of Section 404(c), you will have responsibility for deciding how your *Plan* account is invested and the parties that otherwise would be responsible for making investment decisions (the "fiduciaries" of the *Plan*) will not be liable for any losses that result directly from your investment instructions.

To comply with Section 404(c), the *Plan* must permit participants to choose from a broad range of investment alternatives and must provide participants with certain information about the investment alternatives and the operation of the *Plan*. In addition to the information included in this summary and in your enrollment

package for the *Plan*, you may request the following information:

- a description of the annual operating expenses of each investment fund which reduce the rate of return for participants and beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the investment option;
- copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment funds to the extent that such information is provided to the *Plan*;
- a list of the assets comprising the portfolio of each investment fund which constitute *Plan* assets within the meaning of ERISA, and the value of each such asset;
- information concerning the value of shares or units in each investment fund, as well as the past and current investment performance of such investment fund, determined, net of expenses, on a reasonable and consistent basis; and
- information concerning the value of shares or units in investment funds held in your *Plan* account.

The *plan administrator* is the named fiduciary responsible for providing this information. To request any of this information, contact the Benefits Office at (202) 537-4028 or the *third party administrator*.

The *Plan's* default investment fund is intended to meet the requirements of a "qualified default investment alternative" under U.S. Department of Labor regulations. You will receive an annual notice explaining the default fund's investment objectives, risk and return characteristics and fees and expenses. If you would like to receive more information about the *Plan's* default investment fund, contact the Benefits Office at (202) 537-4028 or the *third party administrator*.

VESTING

You always have a 100% vested (that is, nonforfeitable) interest in your pretax, *Roth* and rollover contributions to the *Plan*.

You will become 100% vested in your matching contributions and *Hospital contributions* after you have been credited with three *years of vesting service*. However, if you were first employed by the *Hospital* on or before July 1, 2001, you are

100% vested in your matching and *Hospital contributions*.

Regardless of your number of *years of vesting service*, you will become 100% vested in your matching and *Hospital contributions* if you retire after you have reached age 65, or if you terminate employment due to your death or permanent disability that entitles you to Social Security disability benefits.

Years of Vesting Service

You will earn one *year of vesting service* for each full 12 months that you are employed by the *Hospital* or one of its affiliates.

If you have a period of absence that is less than one year, generally that period of absence will count toward your *years of vesting service*.

Breaks in Service

Once you become vested in any portion of your *Plan* account, you can never lose your *years of vesting service*. However, if you are not vested, it is possible to lose your *years of vesting service* if you have a break in service for a period of at least one year. A break in service is any period during which you are no longer employed by the *Hospital* or one of its affiliates.

If you are absent for service with the Armed Forces of the United States where reemployment rights are guaranteed by law, your absence will not cause a break in service as long as you apply for reemployment with the *Hospital* within the time specified by law.

If you are absent from work for more than one year due to pregnancy, childbirth, or adoption, or due to parental childcare which immediately follows childbirth or adoption, your break in service will generally be delayed one year.

If you are not vested and you have a break in service of at least one year, you will receive credit for your pre-break *years of vesting service* only if your break in service is less than five years.

Forfeitures

If you terminate employment with the *Hospital* and its affiliates before you become fully vested in your *Plan* account, the non-vested portion of your account will be forfeited. The forfeiture will occur when your break in service is five years long, or after the amount of your vested benefit is paid to you, if earlier.

The amount forfeited will be restored to your *Plan* account if you are rehired by the *Hospital* or an affiliate before experiencing a break in service of at least five years.

RECEIVING YOUR BENEFITS

Your *Plan* account will be payable upon your termination of employment with the *Hospital* and its affiliates for any reason. Payment must begin no later than April 1 following the later of the calendar year in which you attain age 70½ or the calendar year in which you terminate employment (your “required beginning date”). Failure to begin receiving benefit payments by your required beginning date may subject you to federal tax penalties.

Form of Payment

The value of your *Plan* account will be paid to you in the form of a single sum payment.

If the value of your *Plan* account is between \$1,000 and \$5,000 and, after receiving all required notices, you do not affirmatively elect to receive a distribution directly in cash or to have the distribution paid as a direct rollover to another employer’s retirement plan or an IRA of your choice, your *Plan* account will be automatically paid in a direct rollover to an IRA as soon as practicable after the date of your termination of employment. Your IRA will be invested in a fund designed to preserve principal and provide a reasonable rate of return and liquidity. You will be responsible for paying all fees and expenses related to your automatic rollover IRA. You may contact the *plan administrator* for more information on the automatic rollover IRA.

If the value of your *Plan* account is \$1,000 or less or if you have reached age 65, and, after receiving all required notices, you do not affirmatively elect to receive a distribution directly in cash or to have the distribution paid as a direct rollover, you will receive your *Plan* account in the form of a single sum cash payment as soon as practical after your termination of employment.

If the value of your *Plan* account exceeds \$5,000 and you have not reached age 65, you may elect to receive a distribution immediately or you may elect to defer the payment of your *Plan* account to a later date. If you elect to defer, your entire account will remain in the *Plan* and will be distributed upon your written request to receive payment. However, in no event may you defer payment beyond age 65.

Payment Upon Death

If you die before beginning to receive payment of your *Plan* account, the value of your *Plan* account will be paid to your *beneficiary* in a single sum payment. If you are married when you die, your spouse will be your *beneficiary*, unless you have elected otherwise and your spouse has consented to your election.

IN-SERVICE CASH WITHDRAWALS

In certain circumstances, you are permitted to make withdrawals from your *Plan* account while you are still employed by the *Hospital* or one of its affiliates. A withdrawal from your *Plan* account while you are still actively employed may have special tax consequences. (See the section entitled “Paying Taxes on Your Benefit and Rollover Rights” below.) You may request a withdrawal from your *Plan* account by contacting the *third party administrator*.

Age 59½

Once you reach age 59½, you may make a withdrawal from your *Plan* account, not more than once per *plan year*, up to the total vested portion of your *Plan* account. Your withdrawal cannot include any *Roth contributions*. Your withdrawal will be paid in the form of a single sum.

Hardship

You may withdraw from your *Plan* account in the event of a financial hardship. All pretax contributions, rollover contributions, and matching contributions in your *Plan* account are eligible for hardship withdrawal. *Roth contributions*, *Hospital contributions*, and investment earnings on your voluntary pretax contributions are not available for hardship withdrawal. To qualify for a hardship withdrawal, you must show and the *plan administrator* must determine that you have an immediate and heavy financial need and the withdrawal is necessary to satisfy that need.

An “immediate and heavy financial need” means one (or more) of the following:

- certain medical expenses for you, your spouse, or your dependents;
- the purchase (excluding mortgage payments) of your principal residence;
- payment of tuition and related educational fees for the next twelve months of post-secondary education for you, your spouse, or your dependents;
- payments necessary to prevent eviction from your principal residence or foreclosure on your mortgage;
- burial or funeral expenses for your spouse, your parents, or your dependents; or
- expenses for the repair of casualty damages to your principal residence that would qualify for a casualty deduction under the Internal Revenue Code.

A withdrawal is necessary to satisfy an immediate and heavy financial need if the withdrawal does not exceed the amount of your need, including any anticipated taxes, you have obtained all available loans and distributions from all plans maintained by the *Hospital* and its affiliates, and you agree to suspend your pretax and *Roth contributions* to the *Plan* and any other retirement plan maintained by the *Hospital* or one of its affiliates for 6 months following receipt of the withdrawal.

Military Service

If you provide active duty services for the U.S. Armed Forces for a period of at least 30 days, you may request a distribution from your vested account as if you had terminated employment from the *Hospital*. If you take such a distribution, you may not make pretax or *Roth contributions* to the *Plan* for 6 months following the date of the distribution.

In addition, if you are a reservist or national guardsman who is called to duty for an excess of 179 days, you can receive a “qualified reservist distribution” of all or part of your pretax contributions. The distribution must be paid to you before your active duty is over.

Contact the *plan administrator* if you have any questions about withdrawals in connection with your military service.

PAYING TAXES ON YOUR BENEFIT AND ROLLOVER RIGHTS

A single sum payment from the *Plan* will be fully taxable as ordinary income for federal income tax purposes when you receive it, unless you roll it over to a traditional IRA or another employer’s eligible retirement plan. Amounts received as a hardship withdrawal are not eligible for rollover. If you receive a single sum payment before age 59½, your payout (if not rolled over) may be subject to an additional 10% penalty tax. However, the penalty tax may not apply if you receive the single sum payment:

- upon your retirement at age 55 or later;
- upon disability or death; or
- as a result of a qualified domestic relations order (see the Section entitled “Qualified Domestic Relations Orders,” below).

When you receive your *Plan* account in a single sum payment, federal law requires 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 the *third party administrator* to have your single sum payment rolled over directly to a traditional 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 traditional 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 your benefit under the *Plan* to an IRA.

If your *Roth contributions* have been invested in the *Plan* (or another similar arrangement) for at least five years and you are at least age 59 ½ on the date of distribution, the amount deferred as *Roth contributions* (along with any associated investment earnings) will be distributed to you tax-free. This is what is referred to as a "qualified distribution."

You (and your *beneficiary*) also may roll over your *Plan* account to a Roth IRA. Such rollovers are subject to federal income tax when made, except for the portion of the rollover that is attributable to *Roth contributions*. You are solely responsible for the income tax withholding and reporting on rollovers to a Roth IRA, although you may enter into a voluntary tax withholding agreement with the *Hospital* prior to the distribution.

Because tax laws are complex and subject to change, this information is intended only as a general guideline based on our understanding of the federal income tax law in effect at the beginning of 2012. State and local tax laws may also apply. For your own protection, you should consult a tax specialist before you receive any *Plan* money that is subject to taxation. All *Plan* benefits will be paid to you (or your *beneficiary*) minus any income tax withholding that may be required by federal, state or local laws.

LOANS

You may borrow from your *Plan* account subject to certain limitations. To request a loan, or to obtain more information about borrowing from the *Plan*, contact the *third party administrator*. The *third party administrator* may charge a loan origination fee in connection with a *Plan* loan.

Amount that may be Borrowed

The maximum amount that you can borrow from the *Plan* is the lesser of (1) \$50,000 (reduced by your highest outstanding loan balance over the past 12 months) or (2) 50% of the value of your *Plan* account. The minimum amount of any loan from your *Plan* account is \$1,000. You may have only two *Plan* loans outstanding at a time. *Roth contributions, Hospital contributions*, and any associated investment earnings are not available for loans.

Interest Rate

The rate of interest on loans from the *Plan* will be a reasonable rate determined by the *plan administrator* from time to time to be commensurate with the prevailing interest rate charged on similar commercial loans. The rate of interest will remain fixed for the life of the loan.

Term of Loan

You must select the term of your loan at the time you apply for the loan. The term of your loan may be up to 60 months, or up to 180 months if it is being used to acquire your principal residence. You may repay the entire outstanding balance of your loan at any time, without penalty.

Repaying a Loan

Generally, your loan will be repaid in installments through automatic payroll deductions, which you must authorize at the time you apply for the loan. If you stop making required loan repayments (for example, because you leave the *Hospital* before your loan is repaid), your outstanding loan balance, including accrued interest, will become due and payable immediately. If you do not repay this amount within the time requested, the amount owed will be deducted from your *Plan* account before the *Plan* makes any distribution to you. The amount of this deduction will be treated as a taxable distribution to you for the year in which the deduction is made.

QUALIFIED DOMESTIC RELATIONS ORDERS

Your *Plan* account is intended to benefit only you or your *beneficiary*. It generally cannot be assigned, attached or seized by any creditors except with respect to *Plan* loans or a federal income tax levy.

If your spouse, former spouse, child or other dependent obtains a court order ordering the *Plan* to pay some or all of your *Plan* account to him or her pursuant to a divorce, child support action or other kind of domestic relations proceeding, the *Plan* can honor the terms of the order (and pay all or part of your *Plan* account to that person) only if the order is a “qualified domestic relations order” as defined by law.

The *Plan* has procedures for determining whether a domestic relations order must be honored (that is, whether all of part of your *Plan* account legally must be paid to a third party). You may obtain copies of these procedures, as well as other information relevant to processing qualified domestic relations orders, without charge, from the *plan administrator*.

ADMINISTRATIVE INFORMATION

Future of the Plan

The *Hospital* expects to continue the *Plan*, but has the right to change or terminate it at any time. No decision to change or end the *Plan* will deprive you of your vested benefits earned up to the date of change or termination, but projected benefits (benefits that would have been earned had the *Plan* not been changed or terminated) will not be protected. You will be told how the change affects your benefits, if at all.

Plan Expenses

All reasonable expenses necessary to operate and administer the *Plan* will be paid by the *Plan* unless paid by the *Hospital*. The *plan administrator* may determine that administrative expenses paid by the *Plan* will be deducted from participants’ accounts or allocated among participants’ accounts on either a proportionate or flat fee basis. In addition, the *plan administrator* may charge your account for the expense associated with a specific optional feature that you elect, such as loans and reviews of qualified domestic relations orders.

Plan is Not an Employment Contract

The *Plan* should at no time be considered a contract of employment between you and the *Hospital* or an affiliate. It does not guarantee you the right to continue your employment, nor does it limit the *Hospital’s* (or the affiliate’s) right to discharge you or any other employee with or without cause.

Benefits are Not Insured

The Pension Benefit Guaranty Corporation (PBGC), a federal agency, was established to guarantee benefits under certain types of retirement plans. The PBGC does not, however, insure benefits under a “defined contribution plan” such as this one.

YOUR LEGAL RIGHTS

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

- Examine (without charge) at the *plan administrator's* office and at other specified locations, all documents governing the *Plan*, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the *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 all documents governing the operation of the *Plan*, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The *plan administrator* may make a reasonable charge for copies.
- Receive a summary of the *Plan's* annual financial report. The *plan administrator* is required by law to furnish each participant with a copy of this summary annual report.
- Receive a pension benefit statement at least once every calendar quarter. Your statement will provide the total value of your *Plan* account, including any contributions made during the quarter and investment earnings or losses. The *plan administrator* is required to provide you with an explanation of any limitations or restrictions on your right under the *Plan* to direct the investment of your account.

In addition to creating rights for *Plan* participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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* 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 retirement income or exercising your rights under ERISA.

ENFORCING YOUR RIGHTS

Claims Procedure

If your claim for benefits 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 schedules.

Appealing a Denied Claim

If your claim for benefits from the *Plan* is denied in any way, the *plan administrator* will notify you in writing within 90 days of receipt of the claim. The notice will tell you:

- the specific reason(s) why the claim was denied;
- the *Plan* provisions on which the denial is based;
- what other material is needed to correct your claim and why it is needed; and
- how you can get your claim reviewed again.

If you disagree with what the notice says, you may file a written request for reconsideration, no later than 60 days after receiving the notice, with the *plan administrator*.

The *plan administrator* will review your appeal within 60 days, unless special circumstances require an extension. In that case, the *plan administrator* may take up to 120 days, if you are notified of the delay before the end of the first 60-day period. If you do not hear from the *plan administrator* in the first 60 days, you may assume your appeal has been denied. If the *plan administrator* notifies you that an extension is needed, and you do not get a final decision within 120 days, you may also assume your appeal has been denied. While your appeal is pending, you have the right to review *Plan* documents and to submit issues and comments in writing. You may have a lawyer or other representative present your case.

Your Legal Rights

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 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 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 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.

Questions

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 office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, EBSA, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. 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.

IMPORTANT INFORMATION ABOUT THE PLAN

Plan Name and Number	Sibley Memorial Hospital 401(k) Plan (No. 002)
Plan Sponsor	Sibley Memorial Hospital 5255 Loughboro Road NW Washington, DC 20016
Employer Identification Number	53-0196602
Plan Year	January 1 to December 31
Plan Type	Defined Contribution 401(k) Plan
Plan Administrator	Pension Committee Sibley Memorial Hospital 5255 Loughboro Road NW Washington, DC 20016 (202)537-4028

Agent for Service

Pension Committee
Sibley Memorial Hospital
5255 Loughboro Road NW
Washington, DC 20016
(202)537-4028

Service of legal process may also be made upon the *Plan* trustee.

Plan Trustee

Wells Fargo Bank N.A.
[address]

Plan Administration

Sibley Memorial Hospital sponsors the *Plan* and has appointed the *plan administrator* to administer it. The *plan administrator* resolves any questions that arise about the *Plan*, administers the *Plan* in a uniform way and sets the rules for operating the *Plan*. The *plan administrator* has delegated most of the day-to-day administration of the *Plan* to the *Plan's* recordkeeper, which is:

Wells Fargo Bank N.A.
[address]
[phone]
[website]