

Summary Plan Description

The Retirement Plan for Employees of Central Maine Healthcare Corporation

Effective April 1, 2011

This Summary Plan Description summarizes the Retirement Plan for Employees of Central Maine Healthcare Corporation ("Plan"). The complete details are contained in the official Plan documents, which legally govern the operation of the Plan. In the event of a conflict between this SPD and the Plan documents, the Plan documents will govern in all cases. Central Maine Healthcare reserves the right to amend, modify, revoke or terminate the Plan in whole or in part, at any time. Participation in the Plan does not constitute a contract for or guarantee of present or future employment by any participating employer.



To All Plan Members:

Planning for retirement is an important process, particularly today when many people are living longer, more active lives. Part of the planning includes looking at your financial future and getting to know the retirement benefits provided under our Plan. We have maintained a pension plan since 1965. The Plan when combined with an enhanced defined contribution plan, your personal savings, and Social Security benefits, have been designed to assist you in achieving financial security for your retirement.

The Employee Retirement Income Security Act (ERISA), which was signed into law on September 2, 1974, further guarantees greater security to all members of the pension program. ERISA requires that pension programs meet certain minimum standards in order to be approved by government agencies. The Plan was amended effective January 1, 1976 to incorporate the changes required by ERISA and also to include changes that the Central Maine Healthcare desired on its own initiative. Since 1976, the pension program has been revised due to changes in IRS rules and to incorporate major improvements in benefits for both active and retired members.

Most recently, however, Central Maine Healthcare had to make some important changes to our retirement program to more closely align the program with our business objectives and trends in the healthcare industry, while continuing to provide you with a foundation of financial resources you need to plan and build for your future. Effective January 1, 2010 membership in the Plan was frozen to employees hired after December 31, 2009. Effective March 31, 2011, Central Maine Healthcare froze benefits for active employees in the Plan and excluded from participation any employees who were not eligible for participation as of that date. This means that your service and compensation earned after March 31, 2011 will no longer be taken into account when calculating your retirement benefit under the Plan for benefit accrual purposes. Service will continue to be counted for vesting and early retirement eligibility. This change does not affect the forms of payment available to you or the rules that determine when you can commence benefit payments under the Plan.

We suggest that you familiarize yourself with this booklet and also discuss the contents with members of your family. This booklet has been prepared, using as few technical terms as possible, so that each member will be aware of rights and benefits under the pension program. The Human Resources Department will be glad to assist you in obtaining any additional information to aid your complete understanding of the benefits to which you and your family are entitled.

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The Plan

This booklet has been prepared to inform you about the Retirement Plan for Employees of Central Maine Healthcare Corporation ("Plan"). If you have any questions after reading this booklet, please direct them to the Human Resources Department.

This booklet summarizes the major provisions of the Plan as amended through March 31, 2011. If there are any variations between the Plan provisions and the interpretations in this booklet, the provisions of the Plan will prevail.

A copy of the legal document is on file with the Human Resources Department. You may review the legal document at any time by making an appointment during regular office hours.

Please Note: This Plan has been written in accordance with the rules and regulations of the Employee Retirement Income Security Act of 1974 (ERISA), the Internal Revenue Code and applicable guidance thereunder. The Plan is subject to amendment in order to conform with any rules and regulations effective after March 31, 2011.

The Plan is offered to employees of the following Employers:

- Central Maine Healthcare Corporation
- Central Maine Medical Center
- Advanced Health Services
- Central Maine Community Health
- Central Maine Clinical Associates
- Rumford Hospital
- Swift River Physician Practice

Certain benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (see page 21).

Installation Date

The Plan was installed on January 1, 1965. The most recent changes were made effective March 31, 2011.

Eligibility and Enrollment

If you are not already a member, you will become a member of this Plan on the January 1 or July 1 after which you fulfill all of the following requirements:

1. You have completed one year of service (This means that you must work at least 1,000 hours during the twelve-month period following your date of employment or during any subsequent calendar year.);
2. You are at least age 21;
3. You agree to make the required contributions; and
4. You complete a Pension Enrollment Card.

No employee who is initially hired after December 31, 2009 will become a member in the Plan and no additional employees can become members after March 31, 2011.

How to Enroll

To enroll in the Plan, you must complete a Pension Enrollment Card, which is available from the Human Resource Department.

You need to designate your Plan beneficiary on the Pension Enrollment Card. Your beneficiary is the person who will receive any survivor benefits payable under the Plan in the event of your death. Even if you are not vested at the time of your death (that is, you had less than five years of service), your beneficiary will receive a refund of your Plan contributions plus interest.

If you are married, your spouse is automatically your beneficiary. If you are not married, you may name anyone you wish as your beneficiary.

If You Do Not Enroll When You Are First Eligible

You may enroll in the Plan on any following January 1 or July 1. You will not, however, earn any retirement credits before the date that you become a contributing member. Effective March 31, 2011, no additional enrollments are allowed.

Stopping Participation and Rejoining the Plan

You may stop participating in the Plan by suspending your contributions while you are actively employed. You will earn no additional benefit under the Plan during the period you elect not to contribute.

If you suspend your participation in the Plan, you may also elect to withdraw your contributions. If you are married, you will need your spouse's consent to withdraw your contributions. Any benefit you have earned under the Plan will be offset by the value of the contributions you have withdrawn.

You may rejoin the Plan by electing to resume contribution on any following January 1 or July 1. You may also reinstate your full retirement benefit by repaying, within five years of rejoining the Plan, your refunded contributions plus interest to the date you make repayment. You can obtain the repayment amount from Human Resources.

Membership Freeze

No employee who is initially hired after December 31, 2009 will become eligible to participate in the Plan. In addition, effective March 31, 2011, the Plan is frozen and all participation has ceased.

Cost of the Plan

Your Cost

Prior to the Plan freeze, your share of the cost for each year of Plan membership was based upon your annual earnings for the prior year. The following chart illustrates the biweekly costs at various earnings levels:

Your Annual Earnings	Your Biweekly Contribution
\$10,000	\$5.80
\$20,000	\$13.64
\$30,000	\$21.48
\$35,000	\$25.40
\$40,000	\$29.32
\$45,000	\$33.24
\$50,000	\$36.88
\$55,000	\$40.80
\$60,000	\$44.72

The full table of required contributions is available at the Human Resources Department. If you did not work 1,000 hours in any year while contributing for that year, no retirement benefit credit was earned for that year. Your earnings for the prior year will be used to determine your Plan contributions for the current year. Effective March 31, 2011 no further member contributions are permitted to be made to the Plan and no additional hours worked beyond March 31, 2011 will be counted for benefit accrual purposes.

CMH's Contributions

The Employer is obligated to make up whatever difference there may be to fund your retirement benefit in full. The Employer will also pay the entire cost, if applicable, of administering the Plan, such as the actuarial, legal and investment expenses incurred in the day-to-day operation of the Plan.

In addition, the Employer contributes to your Social Security benefit by paying, on your behalf, the same amount of Social Security tax that you pay.

Trust Fund

Our consulting actuaries make an annual review of the changes in the Plan membership—new employees, salary changes, terminations, etc.—and of the investment experience of our Retirement Trust Fund. They then advise the employer how much money should be deposited in the Trust Fund for that year. Both the Employer and our actuaries must follow federal regulations when calculating these annual pension costs.

Retirement Dates

Normal Retirement

Your normal retirement date will be the first day of the month following your 65th birthday, or the first day of the month following five years from your date of hire after participation if you were age 60 or older at hire.

Early Retirement Before Normal Retirement

You may retire if you are at least age 55 and have completed 10 or more years of service. (If you participated in the Rumford Hospital Retirement Plan, see the special note on page 17.)

Service after March 31, 2011 is in general not taken into account for benefit accrual purposes (see "Service" below). However, service after March 31, 2011 will continue to count for purposes of early retirement eligibility, if such service would otherwise count for early retirement.

Retirement Deferred Past Normal Retirement

You may continue to work after your normal retirement date in accordance with the retirement policy of the Employer. This policy will be administered in accordance with the provisions of applicable law. You will not have to make any further contributions after attaining your normal retirement age, but you will continue to earn additional service under the Plan. Because you are still working, you will not be able to collect any benefits until you either retire or reduce your hours to less than 850 hours per year. Payment will be subject to applicable law. However, effective January 1, 2009, if you have completed 10 years of continuous service, you may elect to have benefits begin as of the first day of any month on or following the later of (i) January 1, 2009, (ii) your normal retirement date and (iii) the date as of which you complete 10 years of continuous service.

Earnings

A knowledge of the following definitions of earnings is essential to your understanding the methods by which your retirement benefits are calculated:

Annual Earnings

Your annual earnings are computed based on your total compensation for the calendar year reported on Form W-2, plus (i) before-tax deductions taken under the Flexible Benefits Program, your 403(b) Program, transportation fringe benefits under Internal Revenue Code section 132(f)(4), (ii) before-tax contributions to deferred compensation plans and (iii) voluntary contributions to employer-sponsored welfare benefit plans which provide key man life insurance benefits. (Before 1994, annual earnings were based on your base rate of compensation as of December 1 of the prior year.)

Average Annual Earnings

Your average annual earnings are computed by determining the average of your five highest consecutive annual earnings during the ten-year period preceding March 31, 2011.

For example: If you retire or terminate service on December 31, 2010, the averaging period of your annual earnings begins on January 1, 2001 and ends on December 31, 2010.

Your five highest consecutive annual earnings are selected from these ten years. The average of these five years are your average annual earnings used in the calculation of your benefit.

Earnings after March 31, 2011 are not taken into account in determining your retirement benefits. Earnings for 2011 prior to March 31, 2011 will be reflected if doing so results in a higher average annual earnings.

Service

Service is your period of employment with the Employer that is used to determine your initial eligibility for Plan membership and your eligibility for benefits under the Plan.

For purposes of determining eligibility and vesting, service begins on your date of hire and ends on your date of termination.

For purposes of determining your retirement benefit, service begins on your date of hire if you join the Plan when you are first eligible. For example, if you are hired on March 1, 2009 and you enroll in the Plan on July 1, 2010 (the date you are first eligible), service is counted beginning with your date of hire. If you join the Plan after you are first eligible, service begins on the date of your Plan membership (when you begin contributing). Your service ends with your retirement or termination of employment.

Service after March 31, 2011 will not be taken into account for benefit accrual purposes. Service will continue to be counted for vesting and early retirement eligibility.

How Service Is Determined

Before January 1, 1976, your service was the total of your years of uninterrupted employment, as shown on the Employers employment records.

Beginning on January 1, 1976, you must have worked at least 1,000 hours during a calendar year in order to be credited with one year of service. However, you may earn partial service credit for a year in which you enter or leave the Plan (if you regularly work at least 1,000 hours during a calendar year). You will not receive credit for more than one year of service during one calendar year, regardless of how many hours you work.

In addition to hours actually worked, you receive service credit for hours for which you are entitled to payment, and for hours during which you normally would have been paid if not absent due to an authorized leave of absence, such as service with the armed forces of the United State and effective January 1, 1985, hours of service (maximum of 501 hours) for maternity or paternity leave of absence.

Please Note: Your service will not be considered broken if you have worked more than 500 hours but fewer than 1,000 hours during a calendar year. However, you will not earn credit toward your benefit for any year in which you work fewer than 1,000 hours. In addition, prior to January 1, 1965, service before your 30th birthday or during your first three years of employment did not count for purposes of determining your benefit under the Plan.

Breaks in Service

Your service will be considered broken and your Plan membership will be cancelled for any of the following reasons:

- You are credited with fewer than 501 hours of service in a calendar year;
- You quit or are discharged;
- You do not return from military service during the period in which your reemployment rights are guaranteed by law; or
- You do not return to work at the expiration of an authorized leave of absence (in accordance with the Family and Medical Leave Act).

If you withdrew your contributions while actively employed, you did not earn any further benefits under the Plan. You will not be permitted to make contributions to the Plan after March 31, 2011.

Normal Retirement Benefit

Your annual normal retirement benefit is computed using your past and future service credit and average annual earnings. If you retire on or after January 1, 1990, your annual benefit is equal to 1.2% times your years of credited service and average annual earnings to normal retirement (or at termination date, if earlier).

However, in no event shall you receive less than the annual accrued benefit determined under the Plan as of December 31, 1989 or a minimum of \$600 annually at normal retirement age.

Benefit payments prior to January 1, 1990 will be in accordance with the pre-1990 Plan documents.

Please note: Effective March 31, 2011, all benefit accruals under the Plan ceased.

Early Retirement Benefit

Your annual early retirement benefit will be the benefit you have accrued under the retirement benefit formula, as of your early retirement date.

If you retire early but wait until normal retirement age to begin collecting your pension, you will receive the unreduced amount of benefit accrued as of your early retirement date.

If you commence receiving your benefit prior to your 65th birthday, your accrued benefit is reduced because you will be receiving benefits over a longer period of time than if you had commenced payment on your normal retirement date.

Your accrued benefit is reduced by 5/9 of 1% for each of the first 60 months (or 6.666% per year) by which your early retirement date precedes your 65th birthday and by 5/18 of 1% for each month (or 3.333% per year) by which your early retirement date precedes your 60th birthday.

Please note: Effective March 31, 2011, all benefit accruals under the Plan ceased.

For example, let's say that you would reach age 65 on January 1, 2011, but you retire early on your 62nd birthday (January 1, 2008). Your accrued monthly normal retirement benefit as of January 1, 2011 equals \$800. Here's how the early retirement reduction would be calculated:

3 years early (36 months)

$36 \times (5/9 \text{ of } 1\%) = 20\% \text{ reduction}$

$20\% \times \$800 = \160

Here's how the reduction applies to your early retirement benefit payable at age 62:

\$800 = your monthly accrued benefit at age 65 (January 1, 2011)

-160 = (20% reduction, described above)

\$640 = your monthly early retirement benefit at age 62 (January 1, 2008)

Please note this example is for illustrative purposes only.

Deferred Retirement

Your deferred retirement benefit will be computed in the same manner as a normal retirement benefit. For years after your normal retirement date, your benefit will be increased by the greater of your benefit accrual or an actuarial adjustment each year. You will not receive any payments until after you either retire or reduce hours to less than 850 per year. However, effective January 1, 2009, if you have completed 10 years of continuous service, you may elect to have benefits begin as of the first day of any month on or following the later of (i) January 1, 2009, (ii) your normal retirement date and (iii) the date as of which you complete 10 years of continuous service.

Please note: Effective March 31, 2011, all benefit accruals under the Plan ceased.

Benefit Increases After Retirement

The Employer has granted cost of living increase in the past. Any increase is solely within the discretion of the Employer.

Applying for Pension Benefits

You must file a written application with the Human Resources Department before any pension will be paid; therefore, you should contact Human Resources about 60 days before you wish your monthly pension benefit to begin. This will allow enough time for your application to be processed and will ensure your receiving your first pension check on your retirement date.

The Human Resources Department will provide you with an application and answer any questions you may have concerning your election of available options.

Forms of Payment

Standard Forms of Payment

IF YOU ARE NOT MARRIED—PAYMENT A

You will receive monthly payments for as long as you live. Upon your death, no death benefits will be paid to any beneficiary if you have received payments equal to your own contributions plus interest. If you have not received payments equal to your own contributions plus interest, the balance will be paid to a beneficiary. This is known as standard form of payment A.

IF YOU ARE MARRIED—PAYMENT B

Your retirement benefit will automatically be actuarially reduced and paid to you monthly for as long as you live. The reduction is based on the life expectancies of you and your spouse. Upon your death, your surviving spouse will receive 50% of your reduced benefit for as long as he or she lives. This is known as standard form of payment B.

If you are married and do *not* want to elect standard form of payment B, you must obtain your spouse's consent. The consent form will show your benefit under all possible optional forms of payment. Your spouse's consent to an optional form of payment must be witnessed by a Plan representative or a notary public within 90 days of the commencement of your benefit.

You do not have to elect standard form of payment B; if you are married, it is automatic. However, if you do not want to elect standard form of payment B, you must decline it by filing a written notice with the Committee before your retirement date.

Please Note: If you are retired and your spouse dies first, your pension will remain at the reduced level provided under this standard form of payment B. If you re-marry, your second spouse will not be covered under this standard form of payment B because the amount of your pension was calculated upon the life expectancy of the spouse to whom you were married at your retirement date.

Optional Forms of Payment

You may elect to receive your retirement benefit under one of the optional forms of payment so that payments will be continued after your death to a beneficiary (such as your spouse or some other dependent).

JOINT AND SURVIVOR OPTIONS

The joint and survivor option provides a reduced lifetime pension while you are living, with payments of 100%, 75%, 66 2/3% or 50% of the reduced amount to be continued after your death to a beneficiary of your choice.

The reduction of your regular pension to provide this option depends upon:

- The life expectancy of both you and your beneficiary; and
- The percentage of your benefit that you elect to be continued to your beneficiary after your death.

This option may be elected by both unmarried and married employees because, unlike standard form of payment B described on page 12, your beneficiary does not have to be your spouse and you may choose a percentage other than 50%.

LIFE ANNUITY OPTION

The life annuity option will provide you with your full lifetime pension. If you should die before receiving monthly payments equal to your contributions plus interest, your beneficiary will receive the difference. If you should die after receiving monthly payments equal to your contribution plus interest, no death benefits will be paid (This option is the same as standard form of payment A, but it is available whether or not you are married).

TEN-YEAR GUARANTEE OPTION

The ten-year guarantee option provides you with a reduced lifetime pension and a guarantee that at least 120 monthly payments will be made. If you die before receiving 120 monthly payments, your beneficiary will receive the balance of the guaranteed payments. If you die after receiving 120 monthly payments, no death benefits will be paid.

The reduction in your regular pension to provide this option is based only upon your life expectancy.

Canceling Your Payment Option Election

You may cancel an option at any time before your early or normal retirement date. You may not cancel an option after your early or normal retirement benefits commence.

Selecting a Beneficiary

When you become a member of the Plan, you will make a written selection of your beneficiary. If you are married at the time of your death, your spouse will automatically be the beneficiary. If you have not chosen a beneficiary and a death benefit becomes payable on your behalf, the Trustee will automatically pay your death benefit to the first of the following survivors, in the following order: (a) spouse, (b) children, (c) parents, (d) siblings or (e) executors or administrators. It is important that you keep your beneficiary designation up-to-date. You may change your beneficiary under the joint and survivor option at any time before your early or normal retirement date, but not after.

You may change your beneficiary under the life annuity or ten-year guarantee option at any time before or after your retirement.

Choosing Your Payment Option

In determining whether to choose one of the optional forms of payment or to elect the standard form of payment, you will find it helpful to consider your own financial situation as well as other personal factors.

For example, if you have a relatively large amount of life insurance or other funds available to your beneficiary only after your death, but relatively little in the way of financial resources available for you to live on before your death, you might find it advantageous to elect standard form of payment A, in order to receive the largest amount of pension payments during your lifetime.

However, if you have a relatively small amount of life insurance or other funds available to your beneficiary after your death, but plan to have relatively more funds available for you to live on before your death, (from work you may do after retirement from the Employer, for example), you might find it advantageous to choose either standard form of payment B or an optional form of payment, in order to provide for a beneficiary after your death.

Be sure to consult a financial advisor before making a decision.

How Benefits Are Paid to You

Your pension will be mailed to you by the Trustee of your Retirement Plan Trust Fund. Additionally, you may elect to have your monthly benefit deposited directly into your bank account. Your pension begins on your retirement date and continues, in equal monthly installments, throughout your lifetime.

Death Benefits

If You Die Before Retirement Benefits Commence

This section explains the benefits payable to your surviving spouse or beneficiary if you are vested (that is, you have completed five years of service) at the time of your death. If you are not vested at the time of your death, your surviving spouse or beneficiary will receive a refund of your Plan contributions plus interest.

IF YOU ARE MARRIED

If you die and you have completed at least five years of vesting service, your spouse will automatically be eligible to receive a surviving spouse benefit from the Plan. You must have been married to your spouse for at least the one-year period immediately preceding your death. Your surviving spouse will need to provide a copy of your marriage certificate and birth certificates for both you and your spouse.

Your surviving spouse will receive a lifetime pension in the amount of 50% of your accrued benefit determined at the time of your death. Payments will generally commence at what would have been your earliest retirement date under the Plan:

- **If you were under age 55 at death**, payments will commence on the first day of the month coincident with or immediately following the date you would have reached age 55.
- **If you were age 55 or older at death**, payments will commence on the first day of the month coincident with or immediately following your death.

Your surviving spouse may be eligible to receive an equivalent lump-sum distribution instead of a lifetime pension. Once your spouse receives a lump-sum distribution, the Plan has fully satisfied its obligations and no further distribution will be payable from the Plan.

If you die and have not completed at least five years of vesting service, your surviving spouse will receive an amount equal to your contributions plus interest, unless previously withdrawn.

IF YOU ARE NOT MARRIED

If you die while still actively employed and you have completed at least five years of vesting service, your beneficiary will automatically be eligible to receive a survivor benefit from the Plan.

Your beneficiary will receive a single lump sum distribution from the Plan. The lump-sum distribution will be equivalent in value to 50% of your benefit determined at the time of your death. Once your beneficiary receives a lump-sum distribution, the Plan will have fully satisfied its obligations and no further distribution will be payable from the Plan.

If you die and have not completed at least five years of vesting service, your beneficiary will receive an amount equal to your contributions plus interest, unless previously withdrawn.

If You Die After Retirement Benefits Commence

Any death benefits that may be payable will be made in accordance with the form of payment you elected:

- If you elected standard form of payment A, your beneficiary will receive the balance of your contributions plus credited interest only if you had not received the full amount before your death.
- If you elected standard form of payment B, your surviving spouse will receive a monthly pension equal to 50% of the reduced benefit you were receiving at the time of your death.
- If you elected an optional form of payment, your beneficiary will receive death benefits in accordance with the option that you had elected. See page 12 for more information about optional forms of payment.

If You Die While on Military Leave

Effective January 1, 2007, if you should die while performing qualified military service, your survivor will be entitled to a pre-retirement death benefit (other than benefit accruals relating to your period of qualified military service) as provided under the Plan as though you resumed employment after your qualified military service and then terminated employment on account of death, in compliance with the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act).

Termination of Employment

If you terminate your service before completing five years of service, you will receive a refund of your contributions plus interest as your only benefit under this Plan.

However, if you leave after completing five years of service and do not receive a lump-sum distribution from the Plan (your contributions plus interest, or the current value of deferred vested benefit if it is equal to or less than \$5,000), and do not receive a lump sum distribution of any benefits accrued in excess of your contributions plus interest, you will be entitled to a monthly pension at your normal retirement date. This is known as a deferred vested benefit.

How the Deferred Vested Benefit Is Calculated

Your deferred vested benefit will be equal to the amount you have accrued under the retirement benefit formula as of your date of termination.

If you withdraw your contributions, your deferred vested benefit will be reduced to reflect this refund. Under present law, a withdrawal of your contributions could result in a loss of deferred vested benefits.

Receiving Deferred Vested Payments

If you have completed five but less than 10 years of service, you may elect to receive your deferred vested benefit at your normal retirement date.

If you have completed 10 years of service, you may elect to receive your deferred vested benefit at any time after age 55. In this case, your pension would be reduced because you would be receiving your benefit payments over a longer period of time.

In order to receive your deferred vested benefit, you must file a written application with the Committee at least 60 days before your payment commencement date. You must file this written application in order to elect your form of payment for the deferred vested benefit.

LUMP-SUM DISTRIBUTIONS

If your accrued benefit is determined to have a total value of \$1,000 or less when it becomes payable to you, this benefit will automatically be paid in a single, lump-sum payment. If your accrued benefit (derived from

your employer-provided benefit) is determined to have a total value of between \$1,000.01 and \$5,000 when it becomes payable to you, you may elect a single lump sum. Under current IRS rules, 20% federal income tax must be withheld from lump-sum distributions unless you elect a direct rollover. You will receive an explanation of your rollover options at the time you are eligible to receive a distribution from the Plan. Once you receive a lump-sum distribution, the Plan has fully satisfied its obligations and no further benefits will be payable from the Plan.

Re-Employment

If you leave the Employer and are later re-employed, you may be required to again meet the membership requirements before becoming a member of the Plan. Please note that participation in the Plan was frozen to new hires after December 31, 2009 and participation fully ceased effective March 31, 2011.

Your earlier period of employment is treated as follows:

<p>If your Plan membership was cancelled before January 1, 1976</p>	<p>Service begins on your re-employment date and does not include your previous period of service except for the purpose of determining your eligibility. This rule applies whether you are re-employed before or after January 1, 1976.</p>
<p>If your Plan membership is cancelled after January 1, 1976 and you are re-employed before December 31, 1984</p>	<p>Your earlier period of service and membership will be reinstated:</p> <ul style="list-style-type: none"> ▪ If you are entitled to a deferred vested benefit as a result of this earlier period of employment; or ▪ If your years of absence are less than your years of service before your termination. <p>Example: If you had completed 4 years of service at your termination date and are re-employed after a 2-year break, your 4 years or prior service would be reinstated. The period of time between the date you left and the date you were re-employed (2 years) did not exceed the total time you worked for the Employer (4 years).</p>
<p>If your Plan membership is cancelled after January 1, 1976 and you are subsequently re-employed on or after January 1, 1985</p>	<p>Your earlier period of service and membership will be reinstated:</p> <ul style="list-style-type: none"> ▪ If you are entitled to a deferred vested benefit as a result of this earlier period of employment, or ▪ If the number of your consecutive one-year breaks in service from the time your prior continuous service is deemed broken to the date you are re-employed does not equal or exceed the greater of (1) five years or (2) the total number of your years of continuous service immediately before your break in service.

If you do not fulfill the reinstatement requirements listed above, service began on the date of your re-employment and will not include your previous period of service. Service after March 31, 2011 will only count toward vesting and eligibility for early retirement.

Restoration of Retirement Benefit

If you received a distribution of your contributions when you terminated employment, the value of this distribution will reduce any benefits you may have earned under the Plan. Your full retirement benefits will be restored if you repay, within five years of re-employment, the contributions you received plus interest to the date of repayment. You can obtain the repayment amount from Human Resources.

Special Note for Rumford Hospital Employees

On January 1, 2002, the Rumford Hospital Retirement Plan (Rumford Plan) was merged into the Retirement Plan for the Employees of Central Maine Healthcare (CMH Plan). Rumford Hospital employees became eligible to participate in the CMH Plan on January 1, 2002.

If you had earned benefits under the Rumford Plan as of December 31, 2001, your retirement benefits will be calculated in two parts when you retire or leave the Employer:

1. Under the terms of the Rumford Plan for service through December 31, 2001 (adjusted for future salary through March 31, 2011), and
2. Under the terms of the CMH Plan for years of participation (if you choose to participate) beginning January 1, 2002.

All of your years of service, including service with Rumford Hospital, are used to determine vesting and retirement eligibility under the CMH Plan. In addition, if you participated in the Rumford Plan, you may commence an early retirement benefit for the Rumford portion when you are at least age 50 and have completed 10 or more years of service. As of March 31, 2011, benefit accruals are frozen.

Plan Administration Information

PLAN ADMINISTRATOR

The Retirement Committee, composed of members approved by the Board of Trustees, will administer the Plan. The committee will establish rules and regulations for the administration of the Plan and the determination of the Committee as to any question involving the Plan will be conclusive to the extent allowed by applicable law.

You may contact the Plan Administrator at the following address:

Retirement Committee
Central Maine Healthcare
300 Main Street
Lewiston, ME 04240

SOCIAL SECURITY BENEFITS

Your pension under this Plan will in no way affect the amount that you will receive under the Social Security Act. At retirement you may receive two checks each month -one from our Trust Fund and one from the Social Security Administration. For more information about your Social Security benefit, contact www.ssa.gov.

NAME OF THE PLAN

Retirement Plan for the Employees of Central Maine Healthcare

PLAN SPONSOR

Central Maine Healthcare
300 Main Street
Lewiston, ME 04240

EMPLOYER IDENTIFICATION NUMBER

01-0386913

TYPE OF PLAN

A "Defined Benefit Pension Plan"

PLAN NUMBER

001

PLAN YEAR

January 1–December 31

AGENT APPOINTED BY THE COMMITTEE

Jerry Marstaller
Human Resources
Central Maine Healthcare
300 Main Street
Lewiston, ME 04240
Telephone: (207) 795-2391

You should contact the Committee's Agent: (1) for service of legal process; (2) whenever any written material has to be submitted to the Committee; or (3) if you have questions concerning the Retirement Plan.

You may also serve legal process on the plan administrator.

TRUSTEES OF RETIREMENT TRUST FUND

The Retirement Committee

CONSULTING ACTUARIES

Mercer
99 High Street
Boston, MA 02110

Non-Assignment of Benefits

You may not borrow against your pension nor may you pledge any part of it as security for a loan. The purpose of this rule is to ensure that you will receive the maximum benefit under the Plan to which you are entitled.

On the other hand, no part of your benefit may be claimed by a creditor for the payment of a debt you may have incurred. One exception is that all or part of your benefit may be paid to an alternate payee under terms of a qualified domestic relations order (QDRO). You should contact Human Resources in advance about the proposed terms of a QDRO to ensure it complies with the Plan provisions. You may request a copy of the Plan's procedures governing QDROs, free of charge, by contacting Human Resources.

Duplication of Benefits

You will not earn retirement credits under this Plan for any period of service for which you also earn retirement credits under any other qualified retirement benefit plan to which the Employer makes contributions.

Maximum Retirement Benefits

The Internal Revenue Code places certain limitations on the amount of annual benefits that Plan members may receive from qualified plans an employer provides. These maximum limitations are subject to rules and regulations which are issued periodically by the Treasury Department.

In addition, there is a maximum amount that can be recognized as annual earnings. For 2010, earnings were capped at \$245,000.

Loss of Benefits

Your Plan is a valuable tool for planning your retirement years. Generally, the longer you worked at Central Maine Healthcare prior to March 31, 2011 as an eligible employee, the greater your monthly benefit will be. Although you may intend to continue your employment with Central Maine Healthcare until retirement, there may be a time when your personal situation will prevent you from carrying out your intentions. In addition, some individuals may not qualify for a benefit and others may lose a benefit even if they once qualified. Circumstances resulting in a denial or loss of benefits are discussed more fully elsewhere in this Summary Plan Description. You should be aware that the following are some, but not all, of the possible reasons you may not receive part or all of a benefit:

▪ Termination

If you terminate employment, or your employment is terminated by Central Maine Healthcare, before becoming vested, you and your beneficiary will lose any benefit you have earned.

▪ Other Circumstances

- If you do not meet the requirements for eligibility to participate, you will not be entitled to any benefit.
- If you have retired and have chosen the life annuity option and you die, no further payments from the Plan will be made.
- If you return to Central Maine Healthcare after your benefits start, your benefits from the Plan may be suspended while you are employed.
- If the Plan overpays you, the Plan reserves the right to recover any overpayment made, whether by reason of administrative error or for any other reason. The Plan Administrator may authorize any procedure that it deems appropriate to recover overpayments, including without limitation, deductions from future payments of the amount of any overpayment.
- If the Plan is terminated with insufficient assets to provide your benefit, and if the PBGC does not guarantee all of your benefit, then your benefit may be reduced.
- You will not receive benefits to the extent that payments are required to be made to another person as a result of a qualified domestic relations order issued by a court in cases such as divorce.
- If the Plan should be disqualified by the Internal Revenue Service, contributions made to the Plan may result in current taxable income to you in the year of disqualification.
- No benefits will be paid until you or, if applicable, your spouse or beneficiary applies for them.

- If the Plan's funded percentage declines to less than 80% but at least 60%:
 - o Plan amendments improving benefits would be prohibited; and
 - o Certain accelerated forms of payment (such as lump sums in excess of \$5,000 would be limited and the remainder that would otherwise be payable under the Plan's terms would have to be payable as an annuity.
- If the Plan's funded percentage falls below 60%:
 - o Plan benefit accruals could not be amended to increase; and
 - o No lump sum distributions could be paid.

Claims and Review Procedures

If you file a claim for benefits under the Plan and your claim is denied by the Retirement Committee, you will be notified in writing within 90 days after receipt of your claim by the Committee. This notice will include:

- The specific reason(s) for the denial;
- Specific references to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information that you must provide, and an explanation of why that information is necessary;
- An explanation of the Plan's claim review procedures and time limits, and
- A description of your right to file a lawsuit under ERISA if your claim is denied again on review.

You will first be entitled to review (free of charge) pertinent documents and to submit to the Retirement Committee in writing any issues or comments you have regarding your benefits under the Plan. If you cannot settle your dispute with a representative of the Retirement Committee, you may submit a written request for a review of your claim by the Retirement Committee within 60 days of receiving notification of the denial. You may also submit comments, documents, records, and other relevant information in writing, even if this information was not provided as part of your original request for review. Within 60 days after filing such request, you will be granted a hearing before the full Retirement Committee.

The Retirement Committee will advise you in writing of the disposition of your appeal within 60 days after the request for a review of the claim is first received by the Retirement Committee, and will give specific references to the pertinent Plan provisions on which the decision is based. The Retirement Committee generally will reach a decision within 60 days, unless it notifies you in writing that special circumstances require an extension of the review period for up to an additional 60 days.

If you are not satisfied with the decision, you or your authorized representative may file a lawsuit in court under ERISA (see page 21).

Amendment or Termination of the Plan

It is intended that the Plan will be continued indefinitely, although the right is reserved to amend, modify, or terminate it, as is the case with all Plans approved by the Internal Revenue Service. However, in no event can any money be returned to the Employers until all liabilities under the Plan have been satisfied.

In the event the Plan is terminated, the assets of the Trust Fund will be distributed in accordance with the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) and any later changes made in this Act.

Pension Benefit Guaranty Corporation

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

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

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

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

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at <http://www.pbgc.gov>.

Please note: The laws regulating the distribution of assets in trust funds are long and complex. The exact distribution depends upon the benefit provisions of the Plan and the total amount of assets in the Fund at the time of termination.

Your Rights Under ERISA

As a participant in the Retirement Plan for Employees of Central Maine Healthcare Corporation 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:

Receive Information About Your Plan and Benefits

You have the right to examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, 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.

You have the right to obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

You have the right to receive a summary of the plan's annual funding notice. The Plan Administrator is required by law to furnish each participant with a copy of this annual funding notice.

You have the right to obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report 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 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 or a medical child support 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.

Assistance with Your 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, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Limitations

Participation in the Plan does not give you the right to continue your employment with Central Maine Healthcare or an affiliated company.

A Final Word

This Summary Plan Description describes important features of the Plan in easy-to-understand terms. It is shorter and less technical than the legal Plan document. If there is any conflict or inconsistency between the Summary Plan Description and the Plan document—or if this booklet does not cover, or only partially covers any Plan provision—the Plan document—as interpreted by the Plan Administrator—will govern. Your rights and the rights of your beneficiaries to benefits from this Plan will always be determined under the provisions of the Plan document and under any legal rules that require changes not yet written into the Plan document.