

Doylestown Hospital
July 1, 2016

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VIA CERTIFIED MAIL

Top Hat Plan Exemption
Employee Benefits Security Administration
Room N-1513
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2520163470007

Re: Statement Pursuant to DOL Reg. Section 2520.104-23

Dear Sir or Madam:

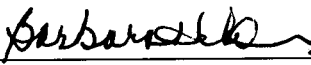
You are hereby notified that Doylestown Hospital (the "Hospital") has established the Doylestown Hospital President & Chief Executive Officer Deferred Compensation Plan (the "Plan") primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. The Plan is intended to be a deferred compensation plan as described in section 457(f) of the Internal Revenue Code of 1986, as amended. In order to satisfy the requirements of the alternative form of compliance with the reporting and disclosure requirements of Part 1 of Title I of the Employee Retirement Security Act of 1974, as amended, the following information is provided:

1. Employer: Doylestown Hospital
2. Address: 595 West State Street
Doylestown, PA 18901
3. EIN: 23-1352174
4. Purpose: The purpose of the Plan is to attract, motivate and retain individuals of exceptional ability to serve as executive officers of the Hospital. A copy of the Plan document is available upon request.
5. Coverage: The Plan covers executives who constitute a select group of management or highly compensated employees. At the present time, the Plan covers one individual. This is one of three section 457(f) plans maintained by the Hospital. In addition, the Hospital maintains a section 457(b) plan for a select group of management or highly compensated employees.

6. Payment of Benefits: All benefits under the Plan will be provided by the Hospital from its general assets.

Very truly yours,

DOYLESTOWN HOSPITAL

By: 
Title: **Vice President, Human Resources**

**DOYLESTOWN HOSPITAL
PRESIDENT & CHIEF EXECUTIVE OFFICER
DEFERRED COMPENSATION PLAN**

Effective July 1, 2016

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INTRODUCTION

WHEREAS, Doylestown Hospital (the "Hospital") is a tax-exempt entity described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Hospital wishes to establish the Doylestown Hospital President & Chief Executive Officer Deferred Compensation Plan (the "Plan"), subject to section 457(f) of the Code, for the benefit of the President & Chief Executive Officer of the Hospital to afford him with enhanced retirement savings;

NOW THEREFORE, effective July 1, 2016, the Plan is hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1.01 Account

Shall mean the sum of the entries maintained in the records of the Administrator which represent the Participant's entire interest under the Plan. The Account shall reflect the Employer Contributions allocated to the Participant, adjustments for distributions, and the investment earnings (losses) and expenses attributable thereto.

Section 1.02 Administrator

Shall mean the Hospital or such committee or individual or group of individuals appointed by the Hospital to supervise the administration of the Plan, as provided in Article VI.

Section 1.03 Affiliate

Shall mean any trade or business that, together with the Hospital, is treated as a single employer under section 414(b), (c), (m) or (o) of the Code.

Section 1.04 Beneficiary

Shall mean the Beneficiary or Beneficiaries entitled to any benefits under the Participant's Account upon death of the Participant prior to complete distribution of his vested Account.

Section 1.05 Board

Shall mean the Board of Directors of the Hospital, or its delegate.

Section 1.06 Cause

Shall mean the meaning set forth in the Participant's employment agreement with the Hospital, if applicable, or in the absence of an employment agreement, means termination by the

Hospital or one of its Affiliates of the Participant's employment by reason of the Participant's dishonesty, conviction of a felony, gross neglect of duties, fraud, willful misconduct or conflict of interest, any of which has resulted or is likely to result, in substantial and material damage to the Hospital. If, subsequent to termination of employment for other reasons and prior to the payment of all benefits hereunder, it is discovered that the Participant engaged in acts of conduct which, had they been discovered, would have resulted in his termination of employment for Cause, his employment will be deemed, for purposes of the Plan, to have been terminated for Cause, and all unpaid benefits hereunder shall be forfeited.

Section 1.07 Code

Shall mean the Internal Revenue Code of 1986, as amended.

Section 1.08 Committee

Shall mean the individual(s) appointed by the Hospital to administer the Plan as provided in Article VI.

Section 1.09 Effective Date

Shall mean July 1, 2016.

Section 1.10 Employer Contributions

Shall mean contributions made to the Plan by the Hospital on behalf of the Participant in accordance with Article II.

Section 1.11 ERISA

Shall mean the Employee Retirement Income Security Act of 1974, as amended.

Section 1.12 Hospital

Shall mean Doylestown Hospital and its successors.

Section 1.13 Participant

Shall mean the President & Chief Executive Officer of the Hospital.

Section 1.14 Plan

Shall mean the Doylestown Hospital President & Chief Executive Officer Deferred Compensation Plan as set forth herein, and any amendments hereto. The Plan is intended to be an "ineligible" deferred compensation plan described in section 457(f) of the Code.

Section 1.15 Plan Administrator

Shall have the meaning set forth in Section 6.01.

Section 1.16 Plan Year

Shall mean each twelve (12) month period commencing January 1 and ending on the next following December 31.

Section 1.17 Severance from Employment

Shall mean the Participant's death, retirement or other severance from employment with the Hospital and all Affiliates.

Section 1.18 Total and Permanent Disability

Shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

Section 1.19 Valuation Date

Shall mean the last day of each Plan Year, and such interim date(s) designated by the Administrator.

ARTICLE II

EMPLOYER CONTRIBUTIONS

Section 2.01 Employer Contributions

The Hospital may credit an Employer Contribution to the Participant's Account for any Plan Year in an amount determined by the Hospital in its sole discretion. The amount of such Employer Contributions may vary from Plan Year to Plan Year.

Section 2.02 Vesting of Contributions

The Participant shall become vested in the Employer Contributions, and the investment earnings thereon, credited to his Account on **June 30, 2023**, provided that the Participant is employed by the Hospital or an Affiliate at that time. Notwithstanding the foregoing, the Participant shall become fully vested in the entire balance of his Account:

(a) on the date of his death or Total and Permanent Disability, provided that the Participant is employed by the Hospital immediately prior to such date, or

(b) on the date of the Participant's Severance from Employment initiated by the Hospital without Cause.

Except as provided above, if the Participant has a Severance from Employment prior to the date that he is fully vested in his Account, the non-vested portion of the Account shall be forfeited and returned to the Hospital.

ARTICLE III

MAINTENANCE OF ACCOUNTS

Section 3.01 Investment of Account

The balance of the Participant's Account shall be invested in one or more investment funds designated by the Plan Administrator. The Account may be actually or notionally invested in such investment funds.

Section 3.02 Participant's Account

(a) The Administrator shall maintain an Account for the Participant. This notional Account shall represent the Participant's individual interest under the Plan.

(b) The Administrator may establish or provide for the establishment of accounting procedures for the purpose of making the allocations, valuations and adjustments to the Participant's Account provided for in this Article. From time to time such procedures may be modified.

Section 3.03 Unfunded Plan

All Employer Contributions and all investment earnings attributable to such amounts, shall be used (until made available to the Participant or his Beneficiary) solely for the uses and purposes of the Participant and general creditors. The Participant and his Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Hospital. The Plan shall be unfunded although the Hospital may establish a grantor trust as a funding vehicle to which it may make contributions from time to time. The trust's assets shall remain subject to the payment of claims of the Hospital's general creditors upon the Hospital's insolvency.

ARTICLE IV

BENEFITS AND DISTRIBUTIONS

Section 4.01 Eligibility for Benefits

The Participant (or Beneficiary) shall receive a distribution of all vested amounts in the Participant's Account no later than two and one-half months following the Plan Year in which such vesting occurs. All such distributions of vested amounts shall be paid to the Participant or Beneficiary, as applicable, in a single cash lump sum.

Section 4.02 Acceleration

Any benefit under this Plan that is included in the income of the Participant pursuant to section 409A of the Code and the regulations thereunder shall be distributed to the Participant upon the final determination that such amounts are so includible.

ARTICLE V

BENEFICIARY DESIGNATION

Section 5.01 Beneficiary Designation

(a) If the Participant's death occurs prior to the distribution to the Participant of his entire Account under the Plan and a benefit becomes payable on account of his death pursuant to Section 2.02(a), his Beneficiary shall be entitled to receive the benefit described in Section 2.02(a) payable at the time and in the form set forth in Article III. If the Participant's death occurs after his entire Account has been distributed, the Beneficiary shall not be entitled to receive any benefits under the Plan.

(b) The Participant shall file with the Plan Administrator a written designation of primary and contingent Beneficiary which shall indicate the person or persons who shall receive benefits payable under the Plan upon the Participant's death. The Participant must accept and acknowledge his responsibility for executing and filing a proper Beneficiary designation with the Plan Administrator.

(c) Any change in Beneficiary designation shall become effective only upon receipt of the form by the Plan Administrator whether or not the Participant is living at the time of such receipt. Any change of Beneficiary designation filed in proper form with the Plan Administrator shall revoke all prior Beneficiary designations.

(d) The Plan Administrator shall determine the acceptability of a Beneficiary designation or the change of Beneficiary designation. The Plan Administrator shall notify the Participant if the Beneficiary designation or change in Beneficiary designation is not acceptable and shall inform the Participant of the method of correction. A corrected Beneficiary designation shall be effective as of the date on which the Participant first attempts to designate such individual.

(e) If the Participant dies without having designated a Beneficiary or if every designated Beneficiary has predeceased the Participant, the Account balance shall be paid to the properly appointed fiduciary of the Participant's estate, provided that if a fiduciary has not been appointed and qualified within 120 days after the date of death, the payment shall be made in accordance with those provisions of applicable state law applicable to decedents who die intestate.

ARTICLE VI

GENERAL

Section 6.01 Appointment and Tenure

The Hospital may appoint an individual or committee of individuals to serve as the Plan Administrator. In the absence of such appointment, the Hospital shall serve as the Plan Administrator.

Section 6.02 Delegation

The Plan Administrator may delegate to any person or persons the authority to sign any documents on its behalf or to perform any act(s) within its authority as set forth in Section 6.03 hereof.

Section 6.03 Authority of Plan Administrator

The Plan Administrator shall have the full discretionary authority to administer the Plan in all its details, to perform the duties assigned to it by the Hospital and/or required by applicable law, and to perform any act(s) necessary to carry out such duties including, but not limited to, the following:

- (a) To maintain and preserve records relating to the Participant and his Beneficiaries;
- (b) To prepare and furnish to the Participant all information required under applicable law or the provisions of this Plan;
- (c) To maintain sufficient Participant data and make required payments of benefits;
- (d) To prepare and file or publish with all appropriate government officials all reports, filings and other information required under law to be so filed or published;
- (e) To engage consultants, including without limitation legal and investment advisors, and rely on recommendations therefrom;
- (f) To determine all claims for benefits under the Plan, and to provide procedures for determination of claims for benefits. In so doing, the Plan Administrator shall have the complete discretion and authority to make, amend, interpret and enforce all appropriate rules and regulations for the administration of the Plan and to decide or resolve any and all questions, including interpretations of the Plan, as may arise in such administration; and
- (g) To retain records on elections and waivers by the Participant and his Beneficiaries, as further set forth herein.

Section 6.04 Construction of the Plan

The Plan Administrator shall resolve all questions arising in the administration, interpretation and application of the Plan. The Plan Administrator shall correct any defect, reconcile any inconsistency, or supply any omission with respect to the Plan. All decisions or actions of the Plan Administrator with respect to any question arising out of the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan. In exercising its functions under the Plan, the Plan Administrator shall act whenever possible to cause the operation and administration of the Plan to be consistent with section 409A of the Code and regulations thereunder.

Section 6.05 Plan Expenses

All expenses incurred by the Hospital and the Plan Administrator in connection with the establishment and operation of the Plan shall be expenses of the Hospital.

Section 6.06 Reporting and Disclosure

The Plan Administrator shall keep all records relating to the Participant and his Beneficiaries and all other records necessary for the proper operation of the Plan.

Section 6.07 Right To Suspend Benefits And Correct Errors

The Plan Administrator shall take such steps as are considered necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith or as the consequence of an administrative error. The Plan Administrator may suspend the payment until satisfied as to the correctness of the payment or the person to receive the payment or to allow filing in any court of competent jurisdiction of a suit in such form as the Plan Administrator considers appropriate for a legal determination of the benefits to be paid and the persons to receive them. The Plan Administrator specifically reserves the right to correct errors of every sort, and the Participant hereby agrees as Participant or on behalf of any Beneficiary or Beneficiaries to any method of error correction as the Plan Administrator shall specify. The Plan Administrator shall also be authorized to recover any payment made in error including the right to make deductions from future benefits.

Section 6.08 Top Hat Notice

The Plan Administrator shall file a statement with the Secretary of Labor in accordance with the requirements of DOL Regulations section 2520.104-23 or its successor.

Section 6.09 Claims Procedures

(a) Claim. Any person claiming a benefit or requesting an interpretation or ruling under the Plan, or requesting information under the Plan shall present his request in writing to the Plan Administrator.

(b) Denial of Claim. Whenever a request for benefits under the Plan is wholly or partially denied, the Plan Administrator shall notify the person claiming such benefits of its decision in writing. Such notification shall contain (1) the specific reasons for the denial of the claim, (2) a specific reference to any pertinent Plan provisions, (3) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (4) information as to the steps to be taken if the person wishes to submit a request for review and the person's right to bring a civil action pursuant to section 502(a) of ERISA. Such notification shall be given within 90 days after the claim is received by the Plan Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period). If such notification is not given within such period, the claim shall be considered denied as of the last day of such period and such person may request a review of his claim.

(c) Review Procedure. Within 60 days after the date on which a person receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such person (or his duly authorized representative) may (1) file a written request with the Plan Administrator for a review of his denied claim and of pertinent documents and (2) submit written issues and comments, documents, records and other information relating to the claim for benefits to the Plan Administrator. The claimant shall be provided copies free of charge and reasonable access to all documents, records and other information relevant to the claim for benefits. The Plan Administrator shall notify such person of its decision in writing, after taking into account all comments, documents, records and other information submitted by the claimant, without regard to whether such information was submitted or considered on the initial determination. Such notification shall be written in a manner calculated to be understood by such person and shall contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The claimant shall receive a statement regarding the availability of documents, records and other information relevant to the claim for benefits and a statement of the claimant's right to bring an action under section 502(a) of ERISA. The decision on review shall be made within 60 days after the request for review is received by the Plan Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Plan Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period). If the decision on review is not made within such period, the claim shall be considered denied. The procedure set forth in this Subsection shall be the exclusive means for contesting a decision denying benefits under the Plan.

ARTICLE VII

AMENDMENT AND TERMINATION OF THE PLAN

Section 7.01 Amendment

The Hospital may at any time and from time to time, in its sole and absolute discretion, amend the Plan in whole or in part, by or pursuant to action of the Board. No amendment shall be effective to reduce the Participant's vested Account balance as of the amendment date. Notwithstanding the foregoing, the Vice President of Human Resources of the Hospital or his delegate may make ministerial and technical amendments that do not significantly impact the costs or objectives of the Plan.

Section 7.02 Termination

The Hospital reserves the right to terminate the Plan at any time by or pursuant to action of the Board. The Hospital reserves the rights to suspend or cease the making of contributions with respect to the Participant. The Hospital may cease to make contributions to the Plan and have the provisions of the Plan remain in effect with regard to the existing Account balance or can terminate the Plan in its entirety. If the Plan terminates in its entirety, distribution of benefits (or remaining benefits) shall be made under Article IV.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 Nonalienation of Benefits – Attachment

Neither the Participant nor any Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments under this Plan, except the right to designate a Beneficiary or Beneficiaries as hereinabove provided. The rights of the Participant under this Plan shall not be subject to the rights of creditors of the Participant and shall be exempt from execution, attachment, prior assignment, or any other judicial relief or order for the benefit of any creditors or other third parties having claims against the Participant.

Section 8.02 No Contract of Employment

Neither the establishment of the Plan, nor participation in the Plan shall be construed as giving the Participant the right to be retained in the service of the Hospital.

Section 8.03 Severability of Provisions

If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

Section 8.04 Heirs, Assigns and Personal Representatives

This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of the parties, including the Participant and each Beneficiary, present and future (except that any successor in interest to the Hospital must adopt the Plan to be considered a successor in interest for purposes of this Plan).

Section 8.05 Headings and Captions

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction or interpretation of the Plan.

Section 8.06 Controlling Law

This Plan shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania and applicable local law, to the extent not preempted by ERISA, and the Plan shall be interpreted in a manner consistent with the maintenance of its status a “top-hat plan” for purposes of ERISA. Reference to any section of the Code or ERISA herein shall be deemed to incorporate any amendment of such section as necessary to maintain the status of this Plan as a “top-hat plan” for purposes of ERISA.

Section 8.07 Payments to Minors, Etc.

Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of legally receipting therefor shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person and such payment shall fully discharge the Plan Administrator, the Hospital and all other parties with respect thereto.

Section 8.08 Reliance on Data and Consents

The Hospital, the Plan Administrator and all other persons or entities associated with the administration or operation of the Plan, the management of its assets, and the provision of benefits thereunder may reasonably rely on the truth, accuracy and completeness of all data provided by the Participant and/or Beneficiary. Furthermore, the Hospital, the Plan Administrator and all persons identified above may reasonably rely on all consents, elections and designations filed with the Plan Administrator or with those associated with the administration and operation of the Plan by the Participant or any Beneficiary, or the representatives of such persons without the duty to inquire into the genuineness of any such consent, election or designation. None of the aforementioned persons or entities associated with the administration or operation of the Plan, the management of its assets and the benefits provided under the Plan shall have any duty to inquire into any such data and all may rely on such data being current as of the date of receipt. It shall be the duty of the Participant or Beneficiary to advise the appropriate parties of any change in such data. The Plan Administrator shall not be liable for the consequences of any failure to apprise the appropriate parties of such change in data.

Section 8.09 Tax Consequences

Subject to the provisions of Section 8.10 hereof, the Employer does not represent or guarantee that any particular federal or state income, estate, payroll, personal property or other tax consequences shall occur because of the Participant's or Beneficiary's participation in this Plan. The Participant and each Beneficiary shall be responsible to obtain appropriate advice regarding all questions of Federal, State or local income, estate, payroll, personal property or other tax consequences arising from participation in this Plan.

Section 8.10 Withholding; Payroll Taxes

The Hospital shall withhold from payments or benefits hereunder any taxes required to be withheld from such payments under local, state or federal law.

Section 8.11 Entire Agreement

The Plan, properly adopted amendments to the Plan and proper actions of the Board shall govern the provision of Plan benefits. No other instrument, communication or statement of any sort shall modify this Plan in any way or be relied upon by the parties to this Plan.

Section 8.12 Unsecured Creditor Status

The Participant and his Beneficiaries, heirs and successors under this Plan shall have solely those rights of an unsecured creditor of the Hospital. Any and all assets of the Hospital held for purposes of this Plan shall not be deemed to be held in trust for the Participant, his Beneficiaries, heirs and successors, nor shall any such assets be considered security for the performance of obligations of the Hospital and said assets shall at all times remain unpledged, unrestricted general assets of the Hospital that are subject to the claims of its general creditors. The Hospital's obligation under the Plan shall be no more than an unsecured and unfunded promise to pay benefits at a future date.

Section 8.13 Unfunded Plan

This Plan is an unfunded plan maintained to provide deferred compensation benefits for a select group of management and highly compensated employees.

Section 8.14 Right to Establish Rabbi Trust

The Hospital may establish a grantor trust as a funding vehicle to which it may make contributions from time to time. The trust's assets shall remain subject to the payment of claims of the Hospital's general creditors upon the Hospital's insolvency.

Section 8.15 Sections 409A and 457(f)

The payments due under this Plan are intended to be subject to Code section 457(f) and exempt from Code section 409A, but to the extent such payments are not exempt, the Hospital will use reasonable efforts to comply with section 409A (to the extent applicable). To the extent that benefits are payable upon the Participant's severance from employment and such severance does not constitute a "separation from service" within the meaning of Code section 409A, then any amounts payable hereunder on account of the Participant's severance from employment and which are subject to Code section 409A shall not be paid until the Participant has had a separation from service within the meaning of Code section 409A. Notwithstanding anything herein to the contrary, neither the Hospital nor the Plan Administrator shall have liability to the Participant or a Beneficiary (or to any other person) if the benefits provided in this Plan that are intended to be exempt from or compliant with Code section 409A or 457(f) are not so exempt or compliant.

IN WITNESS WHEREOF, this amended and restated Plan is executed July 1, 2016, to be effective as of July 1, 2016.

DOYLESTOWN HOSPITAL

By: Carolyn L. Della Rodolfa

DOYLES RW HOSPITAL
HUN RESOURCES
595 WEST STATE ST
DOYLES TOWN, PA
18901

CERTIFIED MAIL



7008 3230 0000 4494 5191

TOP HAT PLAN EXEMPTION
EMPLOYEE BENEFIT SEC ADMIN
ROOM N-1513
US DEPT LABOUR
200 CONSTITUTION AVE N.W.
WASHINGTON, DC 20530

POSTNET 500757