SUMMARY PLAN DESCRIPTION
FOR THE
WELLSPAN HEALTH
PENSION PLAN

As Amended through January 1, 2009
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I. Introduction

A. The Retirement Plan Choice Program

Effective January 1, 2008, WellSpan Health implemented its Retirement Plan Choice Program, under which all employees hired on or before August 18, 2007, were given the opportunity to choose between continuing participation on and after January 1, 2008 in the WellSpan Health Pension Plan (the “Pension Plan”) or participation on and after January 1, 2008, in the employer contribution feature of the WellSpan Health System Retirement Savings Plans (the “Savings Plans”). Employees hired after August 18, 2007 are eligible to participate only in the Savings Plans. Accordingly, this Pension Plan summary is applicable only to WellSpan Health employees hired on or before August 18, 2007. If you are such an employee and you elected continuing participation in the Pension Plan under the Retirement Plan Choice Program, you continue earning additional retirement benefits on and after January 1, 2008 under the Pension Plan, as described in this summary booklet. Your WellSpan-funded retirement benefit will be paid to you solely from the Pension Plan. On the other hand, if you are such an employee and you elected participation in the employer contribution feature of the Savings Plan under the Retirement Plan Choice Program, you earned a retirement benefit under the Pension Plan only until December 31, 2007, after which no additional Pension Plan benefits are being earned by you and instead employer contributions are being credited to your Savings Plan account. Your WellSpan-funded retirement benefit will be paid to you in part from the Pension Plan, for your service up until December 31, 2007, and in part from the Savings Plan, for your service on and after January 1, 2008.

B. Income Protection For Your Retirement

When you reach retirement age, you will want a continuing income you can count on. The Pension Plan provides you with a monthly retirement benefit based on a formula that takes into consideration your years of service and salary as an employee covered by the Pension Plan. You may retire and begin receiving a monthly pension benefit when you reach age 65. You may also retire as early as age 55, if you have at least five years of service, or you may continue to work past age 65 and begin receiving your benefit at a later date.

Effective January 1, 2003, two other pension plans that were maintained by WellSpan Health entities, The Gettysburg Health Care Corporation Retirement Plan (the “Gettysburg Plan”) and the York VNA Home Care, Inc. Defined Benefit Plan (the “VNA Plan”), were merged into and became a part of this Pension Plan, and the Pension Plan document was restated in its entirety to provide for the merger of those two plans on and after January 1, 2003. This summary of the Pension Plan reflects the provisions of the restated Pension Plan document, as further amended through January 1, 2009.

The WellSpan Health Pension Plan supplements your retirement account under the WellSpan Health Savings Plans, your personal savings, and your Social Security benefit. While you and WellSpan Health both contribute equal amounts to fund your Social Security benefit, WellSpan Health pays the full cost of your Pension Plan benefit.

Your Pension Plan benefit, your Savings Plan account, your personal savings, and your Social Security benefit work together to provide you with income for retirement. If you have any
questions about your Pension Plan benefit, please contact the Human Resources Department at (717) 851-2299.

C. Using This SPD

This summary is meant to be informative and easy to understand. It provides you with the information you need to understand how your Pension Plan works and functions as the legally-required Summary Plan Description (SPD). As a member of this benefit plan, you are entitled to certain rights outlined under the heading Your ERISA Rights.

The information provided in this SPD summarizes your Pension Plan. It does not contain all of the details described in the official plan documents. If there is a discrepancy between what is summarized here and the official plan documents, the official plan documents are the controlling legal documents governing the Plan and the provisions of those documents will govern.

In addition, receipt of this SPD does not indicate that you are currently a participant in the Pension Plan. Your status as a participant is determined by the rules and regulations as set forth in the Pension Plan document and this SPD. Please refer to them to determine your eligibility or contact the Human Resources Department with your specific questions.

WellSpan Health reserves the right to change, amend, or terminate the Pension Plan at any time. The Pension Plan and this SPD do not constitute a contract, and participation in the Pension Plan does not guarantee employment.

II. Your Pension Plan At-A-Glance

A. Eligibility

1. Full-time or part-time employees of participating Employers (excluding house staff, per diem, PRN, temporary and casual employees) who were hired on or before August 18, 2007.

2. Age 21 and over

3. Worked at least 1,000 hours in the 12 months following hire or in a calendar year that commences after hire

B. Vesting

1. Fully vested in your Pension Plan benefit after five Years of Service for Vesting

2. VNA Plan participants as of December 31, 2002, who became participants in this Pension Plan on January 1, 2003 are fully vested in their Pension Plan benefit without regard to the five Years of Service for Vesting requirement.
C. Retirement Age Options

1. Normal Retirement - age 65 or, if later, the date of completion of five Years of Service for Vesting (this five Years of Service for Vesting requirement does not apply to participants covered by the York Health System Pension Plan before January 1, 2003)

2. Early Retirement – on or after the later of age 55 and completion of five Years of Service for Vesting

3. Late Retirement - after Normal Retirement Age

D. Benefit Payment Options

1. Normal payment forms:
   a. If you are single: Single Life Annuity
   b. If you are married: Joint and 50% Survivor Annuity

2. Single Life Annuity

3. Guaranteed Payment Option Over At Least 60, 120, or 180 Months

4. Joint and 100% Survivor Annuity

5. Joint and 75% Survivor Annuity

6. Joint and 50% Survivor Annuity

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Important Terms are Explained in Section XII

Section XII contains a glossary of Terms You Should Know. The glossary can be found on page 25.

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III. Participating in the Pension Plan

A. Who Is Eligible

If you are a full-time or part-time employee hired on or before August 18, 2007, you became eligible to participate in the Pension Plan on the January 1st or July 1st after you:

1. Reached age 21, and

2. Worked at least 1,000 hours, either during your first 12 months of employment or during any calendar year that begins following your hire date.
For example, if you were hired on October 1, 2006, and completed your first 1,000 hours of service by October 1, 2007, you began participating in the plan on January 1, 2008 (unless, under the Retirement Choice program, you opted out of the Pension Plan). Keep in mind, however, that you must be at least age 21 and meet all other eligibility requirements to participate. In addition, any employee who was a participant in the VNA Plan or the Gettysburg Plan on December 31, 2002, continued as a participant under this Pension Plan on and after January 1, 2003.

Employees first hired after August 18, 2007, as well as house staff, PRN, per diem, temporary and casual employees, are not eligible to participate in the Pension Plan.

For more information on how your service is measured, see the next heading About Your Service.

B. About Your Service

The amount of your benefit payments under the Pension Plan is determined, in part, by your service with WellSpan Health.

You earn an hour of service for each hour for which:

1. You are paid for performing your job;
2. You are paid for Paid Time Off, Extended Illness Bank, and holidays; and
3. You are awarded back pay.

For more information on eligible hours of service, please contact the Human Resources Department at (717) 851-2299.

Your years of service are calculated under the Pension Plan for three purposes, for determining when you are eligible to participate, for determining the amount of your benefit, and for determining when you are vested in your benefit, as follows:

1. Participation – If you are in an eligible employment status, you become eligible to participate, as described in A above, when you reach the January 1st or July 1st entry date after you have completed one Year of Service for Participation (and attained age 21). Generally, you are credited with a Year of Service for Participation if you complete 1,000 hours of service in your first 12 months of employment or during any calendar year that begins after your hire date.

2. Benefit Calculation - Your benefit payments are calculated using Years of Service for Benefit Calculation. The normal rule under the Pension Plan for plan years commencing after 2002 is that you earn a Year of Service for Benefit Calculation purposes for each plan year in which you complete at least 500 hours of service. The plan year is the calendar year. For plan years commencing before 2003, the rules of the Pension Plan, the Gettysburg Plan, or the VNA Plan, whichever applied to you, are used under this Pension Plan to determine the number of Years of Service for Benefit Calculation that you had earned prior to January 1, 2003.

- For Gettysburg Plan participants as of December 31, 2002, who are covered by the grandfathered Gettysburg Plan formula that is continued under this
Plan, solely for purposes of the calculation of a benefit under that grandfathered formula after 2002, a Year of Service for Benefit Calculation will be credited for each plan year after 2002 in which the Gettysburg Plan participant completes at least 1000 hours of service.

- For VNA Plan participants as of December 31, 2002, who are covered by the grandfathered VNA Plan formula that is continued under this Plan, solely for purposes of calculation of a benefit under that grandfathered formula after 2002, a Year of Service for Benefit Calculation will be credited for each plan year after 2002 in which the VNA Plan participant is continuously employed by a WellSpan Health covered entity and completes at least 1,000 hours of service.

If you were hired on or before August 18, 2007, and elected under the Retirement Plan Choice Program to participate in the employer contribution feature of the Savings Plans on and after January 1, 2008, your Years of Service for Benefit Calculation purpose are determined as of December 31, 2007, and will not increase after that date. If you were hired after August 18, 2007, none of your service counts as Years of Service for Benefit Calculation purposes under the Pension Plan.

3. **Vesting Service** - Vesting is the permanent right you earn over a period of time to receive a benefit at normal retirement age even if you leave WellSpan Health before retiring. Generally, you are fully vested in your pension benefit after five Years of Service for Vesting. You earn a Year of Service for Vesting purposes for each plan year commencing after 2002 in which you complete at least 500 hours of service. For plan years commencing before 2003, the rules of the Pension Plan, the Gettysburg Plan, or the VNA Plan, whichever applied to you, are used under this Pension Plan to determine the number of Years of Service for Vesting that you had earned prior to January 1, 2003.

If you have a break in your service, or leave WellSpan Health, your service credit may be affected. Please see the heading **If You Leave Before Retiring**.

*If Your Employment Classification Changes*

If you were first hired on or before August 18, 2007 in an employment classification that is not eligible to participate in the Pension Plan, i.e., a house staff, PRN, per diem, temporary or casual position, and on August 18, 2007 you were employed in that ineligible classification, you were not eligible under the Choice Program to make an election of Pension Plan versus Savings Plan participation. Nevertheless you are credited with service attributable to work in those positions for purposes of WellSpan retirement plan participation and vesting. If you are then hired after August 18, 2007, into a covered position from one of these non-covered positions, you will become a Participant in the Savings Plan (not the Pension Plan). There is one exception to the foregoing. If you were in a PRN position on August 18, 2007, and prior to then had been a participant in the Pension Plan while employed in a non-PRN position, you were given an opportunity under the Choice Program to elect Pension Plan participation in the event of a future change in your PRN classification. If you are such a PRN employee, your job classification does change to a covered position, and you did elect continuing Pension Plan participation under the Choice Program, you
will be eligible for Pension Plan participation rather than Savings Plan participation when your job classification changes. In such an event, please contact Human Resources for the details.

C. About Cost

WellSpan Health pays the full cost of your Pension Plan benefits and their administration.

D. When You May Retire

Depending on your age and length of service, you may choose the retirement date that best meets your needs, from among a number of options.

1. Normal Retirement - Your Normal Retirement Date is your 65th birthday if you were a participant in the Pension Plan before 2003. Otherwise, your Normal Retirement Date is the later of your 65th birthday or the day you complete five Years of Service for Vesting, but not later than the fifth anniversary of the day you became a Pension Plan participant. At that time, you may retire and receive your full retirement benefit. Whether your retirement is a normal retirement under this paragraph or an early or late retirement under the following two paragraphs, your Pension Plan monthly benefit payments will begin effective as of the first day of the month following your retirement date.

2. Early Retirement - You may retire early and begin to receive your pension benefit after you have reached age 55 and completed five Years of Service for Vesting.

   If you retire early, the general rule is that your benefit will be reduced. The exception to this general rule is that a portion of the benefit of an early retiree who is at least age 62 with 30 or more Years of Service for Benefit Calculation will not be reduced. This is further explained in IV.B. below.

   Early retirement benefits are typically less than normal retirement benefits because you will have fewer years of service and possibly lower compensation, and your benefit payments are spread over a longer period of time. More information on benefit reductions upon early retirement is included under the heading How Your Pension Benefit Is Calculated.

3. Late Retirement

   If you continue working beyond your Normal Retirement Date, you will continue to earn service credit and benefits under the plan.

IV. How Your Pension Benefit is Calculated

A. Normal Retirement Benefit

   Your Normal Retirement benefit is payable if you retire at your Normal Retirement Date or later. Your monthly retirement benefit at Normal Retirement is based upon a combination of your compensation prior to retirement and your years of service.

   Your Normal Retirement benefit is calculated using a basic formula that takes three factors into account:
1. Years of Service for Benefit Calculation - As described earlier under the heading About Your Service.

2. Average Annual Compensation - This is the average of your compensation during the highest-paid five consecutive years out of the last 10 years before you retire. However, if you opted out of the Pension Plan under the Retirement Plan Choice Program, no compensation for years after 2007 will be taken into account in determining your benefit amount. Compensation for plan years beginning after 2002 is your total wages, and generally includes base salary, overtime, bonus, and most other forms of regular cash compensation. For plan years ending prior to 2003, your annual compensation for benefit calculation purposes was the amount defined as such under the terms of the Pension Plan, the Gettysburg Plan, or the VNA Plan, whichever applied to you, as in effect at such time.

Under the law, annual compensation for pension calculation purposes is limited to $245,000 for 2009. This annual compensation limitation is subject to change by the federal government.

3. Covered Compensation - This is the average of the Social Security Wage bases (the maximum amount on which you pay Social Security taxes) for the 35 years before your Social Security normal retirement date (age 65, 66, or 67 depending on your year of birth). These amounts change each year and are published by the federal government. For example, if you reach age 65 in 2009, the Covered Compensation amount is $59,268. A table of Covered Compensation amounts for 2009 is included at the end of this SPD. This table changes annually.

These three factors are used in the plan's formula, as described immediately below. There is also a minimum pension benefit calculation that applies under the Pension Plan to all participants, the result of which is payable if it is in excess of the result obtained under the basic formula. This minimum benefit calculation is also explained below. Finally, for those participants who were covered by the Gettysburg Plan or the VNA Plan as of December 31, 2002, the Gettysburg Plan and the VNA Plan benefit formulas are grandfathered (that is, they continue to apply) under this Pension Plan. If the benefit result obtained under the grandfathered Gettysburg Plan or VNA Plan formula for a prior Gettysburg Plan or VNA Plan participant is in excess of the result obtained for that participant under this Pension Plan’s formula, that larger amount will be the benefit amount payable under this Pension Plan. The grandfathered Gettysburg Plan and VNA Plan formulas are also explained below.

How The Pension Formula Works

Under the pension formula as in effect on and after January 1, 2003, there is a Basic Benefit and an Additional Benefit. Your total benefit is equal to the sum of the Basic Benefit and the Additional Benefit multiplied by your Years of Service for Benefit Calculation (not to exceed 30 years) before retirement. For this purpose, you accrue a benefit for each plan year after 2002 in which you complete 500 or more hours of service.

The Basic Benefit is equal to 1.25% of your Average Compensation. The Additional Benefit is equal to .65% of the portion of your Average Compensation which exceeds Covered Compensation.

Thus, the formula consists of three parts, as follows:
1.25% \( \times \) Average Compensation

plus

0.65\% \( \times \) Average Compensation in excess of Covered Compensation (if applicable)

times

Years of Service for Benefit Calculation (not to exceed 30 years)

equals

Normal Retirement Pension Benefit

The result of the above calculation is the annual Normal Retirement pension benefit. It is payable in monthly installments, so the monthly amount payable for life would be one-twelfth \((1/12)\) of the annual amount.

An Example:

Suppose you retire in 2009 at age 65 after 25 Years of Service for Benefit Calculation, and you were born in 1944. Your annual salary is $65,000 per year. To keep this example simple, we will assume that you have worked under this plan for the entire 25 years.

Step One:

To use the formula, you will first need to determine your Average Compensation. List your compensation for the 10 years before you retire and then choose the five highest-paid consecutive years. Find the average of those five years. We will assume in this example that the five highest years are 2004 through 2008:

<table>
<thead>
<tr>
<th>Year</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>$61,000</td>
</tr>
<tr>
<td>2005</td>
<td>$62,000</td>
</tr>
<tr>
<td>2006</td>
<td>$63,000</td>
</tr>
<tr>
<td>2007</td>
<td>$64,000</td>
</tr>
<tr>
<td>2008</td>
<td>$65,000</td>
</tr>
<tr>
<td>Total</td>
<td>$315,000</td>
</tr>
</tbody>
</table>

Divide $315,000 by five to get your Annual Average Compensation amount ($63,000).

The Covered Compensation amount for 2009, based on your year of birth, is $59,268.

Step Two:

Applying the formula:

1. The Basic Benefit is 1.25\% \( \times \) $63,000 (Average Compensation), which equals $787.50
2. The Additional Benefit is 0.65% times $3,732 (Average Compensation in excess of Covered Compensation), which equals $24.26

3. The Basic Benefit ($787.50) plus the Additional Benefit ($24.26) equals $811.76

4. The Total Annual Pension Benefit is the sum of the Basic Benefit and the Additional Benefit ($811.76) times the Years of Service (25), which equals $20,294.00

One twelfth of this amount, which equals $1,691.17, is payable monthly at Normal Retirement before any reduction for a payment method that provides a survivor benefit.

Minimum Pension Benefit Calculation

In no event will your monthly benefit be less than either of the following minimum amounts:

- $3.00 times your Years of Service for Benefit Calculation at retirement ($3.00 x 25 = $75.00); or
- $6.50 times your Years of Service for Benefit Calculation up to 10 years ($6.50 x 10 = $65.00).

Since the monthly minimum benefit under these two minimum benefit alternatives is less than the monthly benefit under the basic formula, the minimum benefit calculation does not apply in this example.

B. Early Retirement Benefit

If you retire early (which requires that you be at least age 55 with five or more Years of Service for Vesting) and decide to begin receiving your pension immediately upon retiring, your benefit will be calculated in the same way as for Normal Retirement, except that:

- Your Years of Service for Benefit Calculation and Average Compensation will be determined as of the date you decide to retire early; and
- Your benefit amount will be reduced by the Early Retirement Factor as determined by the age at which your pension benefit begins. Your benefit is reduced so that payments may be spread out over a longer period of time.

The Early Retirement Factors are shown in the chart below.
The factors above apply if your early retirement age coincides with the exact ages shown. If your early retirement age falls between two birthdays, the reduction factor will be adjusted to reflect the number of months that have elapsed since the prior birthday. If you have completed 30 Years of Service for Benefit Calculation and retire between age 62 and your Normal Retirement Date, your Basic Benefit will not be reduced for early retirement; however, the Early Retirement reduction still applies to any Additional Benefit to which you are entitled.

Early retirement factors will only be applied to your retirement benefit if you retire on or after age 55 and begin receiving your benefit immediately following termination of employment. Of course if you choose to defer receipt of your pension benefit until your Normal Retirement Date the early retirement factors will not apply.

In all cases, the actual amount of your retirement benefit will depend on how you elect to have your benefit paid. For a description of the optional payment forms, refer to the heading How Your Pension Benefit Is Paid.

How The Early Retirement Pension Formula Works

To determine what your monthly pension benefit will be if you retire early, determine your Normal Retirement Pension Benefit from the Normal Retirement formula and apply the Early Retirement Factor.

If You Retire Early At Age 60:

Normal Retirement Annual Pension Benefit times Early Retirement Factor equals Early Retirement Annual Pension Benefit
An Example:

Suppose you retire early at age 60 after 20 years of service during 2009, and you were born in 1949. Your Average Annual Compensation (determined based on the five consecutive years in the last ten with the highest compensation) is $24,000 per year. To keep this example simple, we will assume that you have worked under this plan for the entire 20 years. The Covered Compensation amount in 2009 for someone born in 1949 is $71,724.

Step One:

Apply the formula used to calculate your Normal Retirement Annual Pension Benefit:

\[
1.25\% \times \$24,000 \text{ (Average Annual Compensation) = $300.00 (Basic Benefit)}
\]

\[
\times \text{20 years of service} = \$6000.00
\]

\[
\text{(Total Normal Retirement Annual Pension Benefit)}
\]

Step Two:

Apply the Early Retirement Factor to your Normal Retirement Annual Pension Benefit:

\[
\$6000 \text{ (Total Annual Pension Benefit)} \times 0.6667 \text{ (Early Retirement Factor)} = \$4000.20
\]

\[
\text{(Total Early Retirement Annual Pension Benefit)}.
\]

On a monthly basis, your benefit would be $333.35 per month.

Notes about the above example:

1. The Normal Retirement Annual Benefit Calculation above did not include a calculation of an Additional Benefit, because there was no amount of Average Annual Compensation in excess of the 2009 Covered Compensation amount.

2. Had the person in the example been age 62 or older with at least 30 Years of Service for Benefit Calculation, the Early Retirement Factor would not have been applied to the Basic Benefit amount to reduce the Annual Pension Benefit Amount.

C. Late Retirement Benefit

If you continue working after reaching your Normal Retirement Date, you will not receive your pension until you actually retire. Your compensation and service after your Normal Retirement Date will count in determining your benefit. When you actually retire, you will be entitled to receive the greater of:

1. Your benefit computed as of your late retirement date; or

2. Your benefit computed as of your Normal Retirement Date or, if greater, as of any subsequent date, but actuarially increased to account for the fewer number of post-retirement years during which you will be receiving that computed pension amount.
D. Gettysburg Plan and VNA Plan Benefit Formulas

In the case of a participant who on December 31, 2002, was a participant in the Gettysburg Plan, the normal retirement benefit will be calculated on and after January 1, 2003, both as described in IV.A. above and also as it would have been calculated under the Gettysburg Plan formula in effect at December 31, 2002, and the greater of the two results, after any applicable early retirement reductions, will be the benefit payable to the former Gettysburg Plan participant. Similarly, in the case of a participant who on December 31, 2002, was a participant in the VNA Plan, the normal retirement benefit will be calculated on and after January 1, 2003, both as described in IV.A. above and also as it would have been calculated under the VNA Plan formula in effect at December 31, 2002, and the greater of the two results, after any applicable early retirement reductions, will be the benefit payable to the former VNA Plan participant. In other words, the Gettysburg Plan formula and the VNA Plan formula have been continued, or "grandfathered," as a minimum benefit payable to former Gettysburg Plan and VNA Plan participants. Of course, if you were a pre-January 1, 2003 participant in either the Gettysburg Plan or the VNA Plan and you opted out of the Pension Plan under the Retirement Plan Choice Program, no compensation earned or Years of Service credited after 2007 will be taken into account in determining your grandfathered Gettysburg Plan or VNA Plan minimum benefit.

In summary, the grandfathered Gettysburg Plan formula is as follows:

1. If the participant’s employment with WellSpan Health ceases at or after his normal retirement date, the benefit is the sum of 1.35% of average annual compensation and .65% of average annual compensation in excess of social security covered compensation, multiplied by Years of Service for Benefit Calculation (up to a maximum of 25).

2. If the participant’s employment with WellSpan Health ceases prior to normal retirement date, the benefit is the amount determined under 1 above based on projected Years of Service for Benefit Calculation to normal retirement age and assuming no change in average annual compensation, which amount then is multiplied by a fraction, not to exceed 1, the numerator of which is the participant’s actual Years of Service for Benefit Calculation at employment termination and the denominator of which is the projected Years of Service for Benefit Calculation to normal retirement date.

For this purpose, social security covered compensation and average annual compensation are defined essentially as they are defined for purposes of this Pension Plan’s basic benefit formula.

In the event of an early retirement by a participant whose benefit is determined pursuant to this grandfathered Gettysburg Plan formula, the reduced early retirement amount payable to the participant shall be calculated using the early retirement reduction factors that were in effect under the Gettysburg Plan at December 31, 2002, rather than the factors in effect for early retirement reductions of benefits calculated using this Pension Plan’s basic formula.

In summary, the grandfathered VNA Plan formula is as follows:

1. If the participant’s employment with WellSpan Health ceases at or after his normal retirement date, the benefit is the sum of .75% of average annual compensation and .50% of average annual compensation in excess of social security covered compensation, multiplied by Years of Service for Benefit Calculation (up to a maximum of 35).
2. If the participant’s employment with WellSpan Health ceases prior to normal retirement date, the benefit is the amount determined under 1 above based on projected Years of Service for Benefit Calculation to normal retirement age and assuming no change in average annual compensation, which amount then is multiplied by a fraction, not to exceed 1, the numerator of which is the participant’s actual Years of Service for Benefit Calculation at employment termination and the denominator of which is the projected Years of Service for Benefit Calculation to normal retirement date.

For this purpose, social security covered compensation and average annual compensation are defined essentially as they are defined for purposes of this Pension Plan’s basic benefit formula.

In the event of an early retirement by a participant whose benefit is determined pursuant to this grandfathered VNA Plan formula, the reduced early retirement amount payable to the participant shall be calculated using the early retirement reduction factors that were in effect under the VNA Plan at December 31, 2002, rather than the factors in effect for early retirement reductions of benefits calculated using this Pension Plan’s basic formula.

If you were a VNA Plan participant at the time when participants made after-tax contributions under the VNA Plan as a condition of participation, and those contributions have previously been withdrawn by you from the VNA Plan, then the benefit to which you are entitled under the Pension Plan will be reduced by an amount to be determined by the Pension Plan’s actuary to reflect the portion of the Pension Plan benefit attributable to the withdrawn contributions.

If you were a VNA Plan participant at the time when participants made after-tax contributions under the VNA Plan as a condition of participation, and those contributions have not been previously withdrawn by you from the VNA Plan, you will be contacted by the Plan Administrator at the time of your retirement or other termination of employment about your Pension Plan rights relating to those contributions.

E. Benefit Limits

The law sets an annual dollar limit on pension plan benefits. The Plan Administrator will notify you concerning this limitation if it becomes applicable to you. For 2009, this annual dollar limit is $195,000.

V. How Your Pension Benefit Is Paid

A. The Choice Is Up To You

The way in which your retirement benefit is paid out to you depends on the payment method you choose. The Plan defines payment methods that are automatic (called "normal forms") and are based on whether you are married or single. Other forms are optional and can be elected by you (and your spouse if you are married) as alternatives to the normal forms. The payment form which is best for you depends on your personal situation.

The Human Resources Department can provide you with additional, specific information regarding your individual benefit and help you understand the options available to you.
B. Normal Form of Payment - If You Are Single

If you are single, and do not elect an optional payment form, your benefit will automatically be paid as a single life annuity. This means you will receive a benefit from the plan each month for as long as you live. All payments will end with your death.

C. Normal Form of Payment - If You Are Married

If you are married, and do not elect an optional payment method in conjunction with your spouse, your benefit is automatically paid as a Joint and 50% Survivor Annuity, or, at your election, as a Joint and 75% Survivor Annuity. With these payment methods, you will receive a reduced monthly benefit for as long as you live. At your death, your surviving spouse receives a lifetime monthly payment equal to half of the benefit you had been receiving, in the case of the Joint and 50% Survivor Annuity, or three quarters of the benefit you had been receiving, in the case of the Joint and 75% Survivor Annuity. Your benefit amount is reduced so that payments may be made over two lifetimes, yours and your spouse's. The amount of the reduction depends on your age and your spouse's age at the time your benefit is to begin.

D. Optional Payment Methods

If you wish, you may elect one of the Plan's optional payment methods in place of the normal option.

If you are married and wish to elect an optional payment method that will result in your spouse receiving less than a 50% Survivor Annuity, your spouse must sign a consent form. This form must be notarized, and received by the Plan Administrator before your benefit payments are due to begin. You may obtain a consent form from the Human Resources Department.

The optional payment methods are as follows.

1. Single Life Annuity Option

   This option is the same as the normal payment option for single individuals. You can choose to receive a benefit from the Plan each month for as long as you live. All payments will end with your death.

2. Guaranteed Payment Option

   With this option, you will receive a monthly payment for life, with a guaranteed minimum payment period of your choice of either 60, 120, or 180 months (five, 10, or 15 years). This means that if you die before receiving the 60, 120, or 180 months of payments, your spouse or other beneficiary will receive any remaining payments. If you live beyond the 60, 120, or 180 month guaranteed period, payments continue to your death but no payments are made after your death.

   If you elect this payment option, your benefit will be slightly reduced to ensure the guaranteed number of payments.

3. Joint And 100% Survivor Option
This form is similar to the normal payment option for married participants described earlier, but after your death, your spouse or other beneficiary receives a payment equal to the one you had been receiving before your death. If your spouse is not your beneficiary, there are limitations on the actuarial value of the joint and survivor annuity payable to your beneficiary. For more information, please contact the Human Resources Department at (717) 851-2299.

Keep in mind that your benefit will be reduced if you elect this payment option since a monthly payment will continue to be made to your spouse or other beneficiary after your death.

4. Joint And 50% Or 75% Survivor Option

This form is also similar to the normal payment option for married participants described earlier, but after your death, your spouse or other beneficiary receives a payment equal to 50% or 75% of the amount you had been receiving before your death. If your spouse is not your beneficiary, there are limitations on the actuarial value of the joint and survivor annuity payable to your beneficiary. For more information, please contact the Human Resources Department at (717) 851-2299.

Keep in mind that your benefit will be reduced if you elect this payment option since a monthly payment will continue to be made to your spouse or other beneficiary after your death.

In addition to the foregoing optional payment methods, any different benefit payment methods that were available to a participant under the Gettysburg Plan or the VNA Plan as of December 31, 2002, will continue to be available to the participant under this Pension Plan after December 31, 2002. If any such additional benefit payment methods are applicable to you at retirement, you will be provided with information about those payment methods when you make application to retire.

E. Examples Of Your Payment Options

The payment option you choose determines your monthly pension amount. For example, let's assume you retire at age 65 with a Monthly Pension Benefit of $575.00. Let's also assume that your spouse, age 62, is your beneficiary for those options that require you to designate one.

Your Monthly Pension Benefits for the various payment options available to you are shown in the chart below.
# Payment Options

<table>
<thead>
<tr>
<th>Payment Option</th>
<th>Monthly Pension Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Life Annuity</td>
<td>$575.00</td>
</tr>
<tr>
<td>(Lifetime Pension for your lifetime only)</td>
<td></td>
</tr>
<tr>
<td>Joint &amp; 50% Survivor Pension:</td>
<td></td>
</tr>
<tr>
<td>Payable to you</td>
<td>$516.06</td>
</tr>
<tr>
<td>Payable to your spouse after your death</td>
<td>$258.03</td>
</tr>
<tr>
<td>Joint &amp; 75% Survivor Pension:</td>
<td></td>
</tr>
<tr>
<td>Payable to you</td>
<td>$489.90</td>
</tr>
<tr>
<td>Payable to your spouse after your death</td>
<td>$367.43</td>
</tr>
<tr>
<td>Joint &amp; 100% Survivor Pension:</td>
<td></td>
</tr>
<tr>
<td>Payable to you</td>
<td>$461.44</td>
</tr>
<tr>
<td>Payable to your spouse after your death</td>
<td>$461.44</td>
</tr>
<tr>
<td>Lifetime Pension</td>
<td></td>
</tr>
<tr>
<td>With Payments Guaranteed for 60 Months</td>
<td>$560.63</td>
</tr>
<tr>
<td>With Payments Guaranteed for 120 Months</td>
<td>$531.88</td>
</tr>
<tr>
<td>With Payments Guaranteed for 180 Months</td>
<td>$503.13</td>
</tr>
</tbody>
</table>

## F. Small Payments

If the present value of your benefit is less than $1,000 (or such greater amount as may be permitted in the future by law) at the time you retire or leave WellSpan Health, you will receive your benefit as a single lump sum payment instead of monthly payments - unless you have already started to receive your monthly pension benefit.

## G. Choosing A Payment Option

About 90 days before you wish to retire, you should contact the Human Resources Department at (717) 851-2299 for information on choosing a payment option. Once you have received all of the information you need, you will have a period of not less than 30 days in which to make your decision.

Once your benefit payments have begun, you may not change either your payment option or your designated beneficiary. This rule applies even if your beneficiary dies before you. For example, if you choose a Joint and 50% Survivor option, and your beneficiary dies before you, you will continue to receive the reduced benefit amount for your life; and after your death, no further benefits will be paid.

## H. If You Return To Work After Retiring

If you decide to return to work with WellSpan Health after you have retired and started to receive your Pension Plan benefit, payments are not suspended during the period of your renewed employment.
VI. If You Leave Before Retiring

A. Your Right To Your Pension Benefit

If you leave WellSpan Health before you're eligible to retire, you may still be eligible to receive a benefit. If you have completed five Years of Service for Vesting when you leave WellSpan Health, you will have earned a permanent vested right to receive the benefit you had earned through your date of termination. You may start receiving this benefit as of the first of the month after you reach your Normal Retirement Date.

Once you reach age 55, you may decide to start receiving your benefit instead of waiting until you reach your Normal Retirement Date. If you do so, your benefit will be reduced in the same way as an early retirement benefit, as described in IV.B above.

If you leave with fewer than five Years of Service for Vesting, no benefits will be payable under the Plan.

B. Breaks In Service

If you leave WellSpan Health or complete fewer than 500 hours of service in a plan year, you will have what is known as a break in service. Whether or not a break in service affects your right to a retirement benefit depends on your previous length of service if you are later rehired.

C. If You Return To Work

If you return to work after a break in service, and you were vested at the time you left, you may immediately rejoin the Plan and receive full credit for your past service if you had not received a lump sum plan benefit. If you had already received a lump sum plan benefit, you will receive full credit for your past service for vesting purposes, but not for benefit calculation purposes.

If you were not vested when you left, you may participate in the Pension Plan when you return to work. Your years of service before any period of consecutive one-year breaks in service are counted for vesting purposes, as long as you were not gone from WellSpan Health for five or more consecutive years.

If you had five or more consecutive one-year breaks in service and were not vested when you left, your previous years of service will not be counted for vesting purposes and you will be considered a new employee. This means you will have to meet all of the eligibility requirements before you will be allowed to participate in the Pension Plan.

Special rules apply to breaks in service due to a maternity or paternity leave. In this instance, you will not incur a break in service until the second year in which you do not complete at least 500 hours of service.
VII. Benefits For Your Surviving Spouse

A. If You Die Before Your Retirement

WellSpan Health provides a benefit for your surviving spouse even if you die before retiring. To qualify, you must have been married throughout the one-year period ending on the date of your death, and:

1. Completed at least five Years of Service for Vesting; or
2. Reached Normal Retirement Date (generally, age 65).

The amount of your spouse's benefit and the date payments begin depend on your age and service at the time of your death:

1. If you were age 55 or older and had at least five Years of Service for Vesting at your death, your spouse's lifetime benefit is calculated as though you had retired and then died the next day. Payments are calculated in the form of a joint and 50% Survivor Annuity. These payments begin on the first of the month after your death.

2. If you had at least five Years of Service for Vesting, but were younger than age 55 at your death, your spouse's payments are calculated as though you had left the WellSpan Health on the date of your death and had lived until age 55. In this case, your spouse's payments will be calculated as a joint and 50% Survivor Option and may begin on the first of the month on or after what would have been your 55th birthday.

This protection stops if your spouse dies, or you get divorced. If you remarry, your new spouse becomes eligible for these benefits, unless your benefits are subject to a Qualified Domestic Relations Order. (See the section on Important Information About Your Pension Plan Benefits for information.)

B. If You Die After Your Retirement

If you die after retiring (or after starting to receive benefit payments following a vested termination), your spouse (or other designated beneficiary) may receive a survivor benefit only if you have chosen a payment method which provides such payments (for example, one of the Joint and Survivor or Guaranteed Payment Options).

If your death occurs after you have retired but before your benefit payments begin, your spouse will receive a death benefit.

For further information on payment methods providing survivor benefits, please refer to the heading How Your Pension Benefit Is Paid.

VIII. Situations Affecting Your Pension Plan

A. If You Are On A Leave Of Absence
If you complete less than 500 hours of service in a plan year due to your leave of absence, you may have a break in service, and your service credits may be affected.

B. If Your Employment Ends

If you have five Years of Service for Vesting, you have a permanent right to your Pension Plan benefit when you retire, even if you leave WellSpan Health before retiring. If you leave before you are vested, you will receive no pension benefit from the WellSpan Health when you retire.

C. If You Retire

If you have five Years of Service for Vesting, Pension benefits are payable from the plan when you retire.

D. If You Die

Survivor benefits may be payable depending on your Years of Service and the payment option you choose.

IX. Important Information About Your Pension Plan

A. "Top Heavy" Plan Rules

Under a complicated set of rules issued by the Internal Revenue Service, the Pension Plan could become a "top heavy" plan, although this is unlikely. Simply stated, a top heavy plan is one in which more than 60% of the benefits have been allocated to certain "key employees" - such as officers or highly paid individuals.

The Plan Administrator will determine if the plan is top heavy in any given year, and will notify you of your rights if this should happen.

B. Qualified Domestic Relations Orders

Your Pension Plan benefit can become subject to a property or other financial settlement in case of a divorce. The court may then issue a domestic relations order - a court order related to divorce or separation - which could award a portion of your benefit to your former spouse, your child, or another dependent. Upon receipt of such an order, the Plan Administrator will review and honor it if it meets certain requirements and is deemed a “Qualified Domestic Relations Order.” You can obtain a copy of the Plan’s procedures governing Qualified Domestic Relations Order determinations, without charge, from the Plan Administrator.

C. Loss Of Benefits

You (or in some cases, your spouse) may receive no benefits or benefits which are less than expected if:

1. You leave WellSpan Health before you have completed five Years of Service for Vesting;
2. You die before completing five Years of Service for Vesting with WellSpan Health;

3. Your benefits become subject to a Qualified Domestic Relations Order;

4. You die after payments have started but did not choose a payment option providing survivor benefits.

D. Plan Sponsor, Administrator, Agent For Service Of Legal Process, and EIN

The plan sponsor, administrator, and agent for service of legal process for the Pension Plan is:

Retirement Plans Committee  
WellSpan Health  
1135 South Edgar Street  
York, PA  17405-7198  
(717) 851-2400

IRS Employer Identification Number - 22-2517863

Whenever you inquire or write about the plan, be sure to use the IRS ID number and the plan number. See the chart below for more detailed information about the Pension Plan.

The Plan Administrator is responsible for all discretionary matters arising in the interpretation, operation, and administration of the plan. Any action taken on any matter within the discretion of the administrator is final, conclusive, and binding on all parties. You may contact the administrator at any time. However, most day-to-day questions can be answered by your Human Resources Department.

You can contact the agent for service of legal process with any plan matters of a legal nature.

E. Plan Trustee

The Plan Trustee is responsible for the investment of the Plan's assets and for making Plan benefit payments to retirees, as directed by the Plan Administrator. The Plan Trustee for the Pension Plan is:

Bank of New York  
One Wall Street  
12th Floor  
New York, NY  10286
F. Plan Information

<table>
<thead>
<tr>
<th>Plan Name</th>
<th>Plan Number</th>
<th>Plan Year</th>
<th>Plan Type</th>
<th>Plan Funding</th>
<th>Claims Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>WellSpan Health Pension Plan</td>
<td>001</td>
<td>January 1 – December 31</td>
<td>Defined Benefit</td>
<td>The Pension Plan is a defined benefit plan. This means WellSpan Health defines or predetermined the pension benefits you will receive when you retire, then puts in enough money on a current basis to pay out this benefit. Pension consultants, called actuaries, determine the amount of the WellSpan’s contribution. The funds are held in trust for the benefit of plan participants and their beneficiaries. The funding medium for this purpose is the WellSpan Health Pension Plan Trust. Benefits that become payable under the Gettysburg Plan prior to January 1, 2003, shall continue to be paid by Prudential Insurance (as successor to the Connecticut General Life Insurance Company) on and after January 1, 2003, rather than by the Plan Trustee.</td>
<td>WellSpan Health Human Resources Department 1135 South Edgar St. York, PA 17405-7198</td>
</tr>
</tbody>
</table>

G. Federal Pension Benefit Insurance

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 website on the Internet at http://www.pbgc.gov.

H. If The Plan Should End

If the Plan ends, you have a 100% vested right to the accrued benefit you have earned up to
that time. The amount of your benefit payments, if any, depend on plan assets held in the plan trust
fund, the terms of the plan, and the benefit of the Pension Benefit Guaranty Corporation (PBGC).
Plan assets are shared among plan participants and beneficiaries according to the Employee
Retirement Income Security Act (ERISA) of 1974, as amended, in the following order:

1. Benefits that participants have been receiving or could have been receiving
   for three years before plan termination, up to the PBGC limits;

2. Other vested benefits guaranteed by the PBGC;

3. Other vested benefits (benefits that are vested solely because the plan ends);
   and

4. All other plan benefits, if any.

If the Plan trust is fully funded, you receive your full accrued benefit. Any remaining funds
after payment of all benefits will revert to WellSpan Health.

Once your benefit has been determined, it may be paid in the form of one or more cash
payments or an insurance company annuity contract which pays you a monthly income.

X. Claims Procedures

A. Filing Claims

To file a claim for Pension benefits, please contact the Human Resources Department at
(717) 851-2299. You should let the Human Resources Department know in advance if you are
applying for retirement. If you die, your spouse or other beneficiary should submit a copy of the
death certificate to the Human Resources Department. If you leave WellSpan Health before
retirement with a vested benefit, you should keep the Human Resources Department informed of
your address.
B. Appealing A Denied Claim

If your claim for benefits is denied in whole or in part you will be notified in writing. The notification will be given within 90 days after receipt of your claim, unless special circumstances require an extension. (In that case the notification can take up to 180 days, if you are notified of the delay before the end of the first 90-day period.) The notice will tell you:

1. Why the claim was denied;
2. The plan provisions on which the denial is based;
3. What other material is needed to correct your claim and why it is needed; and
4. How you can have your claim reviewed again.

If you or your beneficiary disagrees with the decision, you can file a written appeal to the WellSpan Health Retirement Plans Committee explaining your complaint and asking for a review. The Committee will review your claim and will notify you of any decision and of the reasons for any denial. You must submit your written appeal within 60 days after the earlier of

1. Receiving notice of the claim denial; or
2. The date your claim was considered to be denied because you did not receive a notice within 90 days (or 180 days if there has been an extension) after submitting your claim.

C. Review Process

The WellSpan Health Retirement Plans Committee will review your appeal within 60 days, unless special circumstances require an extension. In that case, the review can take up to 120 days, if you are notified of the delay before the end of the first 60-day period. If you don't hear from the WellSpan Health Retirement Plans Committee in the first 60 days, you can assume your appeal has been denied. If you are notified that an extension is needed, and you don't get a final decision within 120 days, you can 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 can have a lawyer or other representative present your case.

XI. Your ERISA Rights

A. Your Rights Under ERISA

As a participant in the WellSpan Health Pension 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:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions;
2. Obtain copies of all plan documents and other plan information (including the latest annual report on Form 5500) upon written request to the Plan Administrator, for which the Plan Administrator may make a reasonable charge;

3. Receive a summary of the plan's annual financial report, which the Plan Administrator is required by law to furnish to each participant annually; and

4. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (usually age 65) and if so, what your benefits would be at normal retirement age if you stop working 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 a year. The plan must provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate the plan, called the "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 a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial or inaction and have a right to obtain copies of documents relating to the decision, without charge. You have the right to have the Plan Administrator review and reconsider your claim. See Section X for the time schedules that apply to claims for benefits and appealing a denied claim for benefits.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in 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 a 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 if, for example, it finds that your claim is frivolous.
B. Future Of The Plan

While WellSpan Health intends to continue the Plan into the future, it reserves the right to discontinue contributions, to amend or terminate a subsidiary organization's participation in the Plan, or to change, suspend, or discontinue the Plan at any time.

In addition, the Plan is subject to the continuing approval of the IRS so that the Plan may offer you and WellSpan Health certain tax advantages. No change will be made to the Plan that affects benefits you have already earned, except as required by law for continued approval.

A decision to change or end the plan could be due to changes in federal or state law, the requirements of ERISA, or the Internal Revenue Code, the installation of a revised, successor plan, consolidating with another plan, splitting the plan into two or more parts, or a change in economic conditions or corporate structure that makes the plan no longer feasible as it currently exists.

C. Questions?

If you have any questions about your plan, you should contact the Human Resources Department or the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or contact 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.

XII. Terms You Should Know

A. Average Compensation

This is the average of your compensation during the highest-paid five consecutive years out of the last 10 years before you retire. Compensation is your total wages, and generally includes base salary, overtime, bonus, and most other forms of regular cash compensation. If you opted out of the Pension Plan under the Retirement Plan Choice program, compensation after 2007 is not taken into account.

B. Pension Benefit Guaranty Corporation (PBGC)

The PBGC is a non-profit corporation established within the Department of Labor to guarantee most vested benefits, early retirement benefits, and certain disability and survivor pensions.

C. Pension Plan

A plan that provides benefits, after retirement, from a trust or other separately maintained fund, by the purchase of insurance or from general assets. The amount of benefits is either specified or can be calculated in accordance with a set formula based on various factors, such as age, earnings, and service - but not profits. The amount of annual contributions needed to provide the specified benefits can be estimated actuarially.
D. Plan Year

The plan year is the calendar year.

E. Social Security Covered Compensation

This is the average of the Social Security wage bases (the maximum amount on which you pay Social Security taxes) for the 35 years before your Social Security normal retirement date (age 65, 66, or 67 depending on your year of birth). These amounts change each year and are published in a table. For example, if you retire in 2009 at age 65 (meaning you were born in 1944), the Covered Compensation amount is $59,268. The table of Covered Compensation amounts for 2009 is included at the end of this SPD.

F. Vesting

The permanent right you earn over a period of time to receive a benefit at normal retirement age even if you leave WellSpan Health before retiring.

G. Year of Service for Participation

Effective on and after January 1, 2003, you earn a year of service for participation purposes if you completed 1,000 hours of service in your first 12 months of employment or during any calendar year commencing after your date of hire.

H. Year of Service for Benefit Calculation

Effective on and after January 1, 2003, you earn a year of service for benefit calculation purposes under the Pension Plan formula for each plan year commencing after 2002 in which you complete at least 500 hours of service. Also, effective on and after January 1, 2003, if you are a participant potentially eligible for a benefit under the grandfathered Gettysburg Plan benefit formula, you earn a year of service for benefit calculation purposes under that grandfathered formula for each plan year in which you complete at least 1,000 hours of service, and if you are a participant potentially eligible for a benefit under the grandfathered VNA Plan benefit formula, you earn a year of service for benefit calculation purposes under that grandfathered formula for each plan year of continuous employment. For periods of time prior to January 1, 2003, you will be credited with a year of service for this purpose under this Plan based on the terms of the Pension Plan, the Gettysburg Plan, or the VNA Plan, as applicable, in which you were a participant as of December 31, 2002. If you changed jobs prior to January 1, 2003, between and among WellSpan Health employers so that you had years of service credited to you under more than one of the three pension plans, the pre-2003 Years of Service for Benefit Calculation that will be taken into account under this Plan will be those credited to you under the plan in which you were an active participant on December 31, 2002, and also those credited to you under the plan, if different, in which you were an active participant on the date on which your employer became affiliated with WellSpan Health. VNA became affiliated with the York Health (now WellSpan Health) on April 22, 1997, and Gettysburg Hospital became affiliated on January 1, 1999. If you have pension plan service with more than one of these affiliated entities because you changed employment between the entities after they became affiliated with each other, all of the service you have with the affiliated entities will be aggregated for purposes of computing your benefit under this Plan. On the other hand, if you have pension plan service with more than one of these affiliated
entities because you changed employment between the entities before they became affiliated with each other, your service will not be aggregated for purposes of computing your benefit under this Plan. Any years of service under another plan that are not taken into account under this Pension Plan will be considered for purposes of a deferred vested benefit calculation under such other plan.

For example, if you had six years of service for benefit calculation purposes under the VNA Plan, then accepted a job at the end of 1995 with York Hospital (note: this was before the VNA became affiliated with York Hospital and WellSpan Health) so that at January 1, 2003 you had seven years of service for benefit calculation purposes under this Plan, those seven years credited under this Plan, plus any additional years credited under this Plan after December 31, 2002, will be taken into account to calculate your benefit under this Plan at retirement. A separate benefit calculation will be performed under the VNA Plan as in effect when you changed jobs from VNA to York Hospital to compute a benefit based on the six years you were credited with under the VNA Plan.

If we change the facts in this same example slightly and assume you had six years of service for benefit calculation purposes under the VNA Plan and then changed jobs to York Hospital at the start of 2000, after the VNA became affiliated with WellSpan Health, then the result would be that at January 1, 2003, you would be credited under this plan with years of service for benefit calculation purposes equal to the three years you had under this Plan from the start of 2000 through December 31, 2002, plus the six years you had under the VNA Plan, plus any additional years credited under this Plan after December 31, 2002. There would, in this example, be no separate benefit calculation under the VNA Plan because the VNA Plan service had been taken into account under this Plan. The key difference in the two examples is the timing of when you moved between the two employers, i.e. before they became affiliated with WellSpan Health or after.

If you are a participant who had service under more than one of the three plans prior to 2003, please contact the Plan Administrator with any questions about what service gets taken into account after 2002 under this Plan’s benefit formula.

If you opted out of the Pension Plan under the Retirement Plan Choice Program, service you are credited with after 2007 is not taken into account for purposes of determining your Years of Service for Benefit Calculation

I. Year of Service for Vesting

Effective on and after January 1, 2003, you earn a year of service for vesting purposes for each plan year commencing after 2002 in which you complete at least 500 hours of service. For periods of time prior to January 1, 2003, you earned a year of service for this purpose based on the terms of the Pension Plan, the Gettysburg Plan, or the VNA Plan, as applicable, in which you were then a participant.
### J. Social Security Annual Covered Compensation Amounts - 2009

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<th>Year of Birth</th>
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<th>Year of Birth</th>
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