

LANCASTER GENERAL HEALTH RETIREMENT INCOME ACCOUNT

SUMMARY PLAN DESCRIPTION

403(b)/401(k)

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INTRODUCTION TO YOUR PLAN

The Lancaster General Health Retirement Income Account ("Plan") has been adopted to provide you with the opportunity to save for retirement, with some potential tax advantages, and to provide additional income for retirement. This Plan is a type of retirement plan commonly referred to as a 403(b) or 401(k). If you are employed by Lifecare Pharmacy, Horizon Healthcare, or the MRI Group and meet the eligibility requirements, you are a participant of the 401(k) due to the organization's for-profit status. If you are employed by any other entity within Lancaster General Health and meet the eligibility requirements, you are part of the 403(b) due to the organization's not-for-profit status. This Summary Plan Description ("SPD") contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options and many other features of the Plan. You should take the time to read this Summary Plan Description ("SPD") to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Plan Recordkeeper.

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the nontechnical language under this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Recordkeeper.

This SPD describes the current provisions of the Plan. The Plan is subject to federal laws, such as ERISA (the Employee Retirement Income Security Act), the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The Employer may also amend or terminate this Plan. The Plan Recordkeeper will notify you if the provisions of the Plan that are described in this SPD change. Terms of investment products you select may also affect the Plan. This SPD does not address the provisions of specific investment products.

ARTICLE I PARTICIPATION IN THE PLAN

Am I eligible to participate in the Plan?

Provided you are an eligible employee, you are qualified to participate in the Plan.

If you are a member of a class of employees identified below, you are not an employee for purposes of eligibility to participate in the Plan's employer contributions. These include the employer match and employer basic contributions. The employees who are excluded are:

- employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan.
- employees who the Employer previously did not classify as "employees" (such as independent contractors) but who are reclassified as employees.
- Non-resident aliens
- VNA Community Care Services Fee-For Service employees

When am I eligible to participate in the Plan?

Provided you are an eligible employee, you will be able to make contributions beginning on your date of hire.

Provided you are an eligible employee, you will be eligible to receive employer matching and employer basic contributions after you have met the age 21 requirement and have completed six month(s) of service.

What happens if I'm a participant, terminate employment and then I'm rehired?

If the Employer rehires you following your prior termination of employment, you may begin to make elective contributions to a defined contribution plan immediately upon your rehire. If you leave the Employer to enter qualified military service and the Employer rehires you under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), you will have the right to make-up the elective contributions which you could have made while engaged in qualified military service. If you think this may apply to you, ask the Plan Recordkeeper for more information.

ARTICLE II CONTRIBUTIONS

What kind of contributions may I make to the Plan and how do my contributions affect my taxes?

As a participant under the Plan, you may elect to reduce your compensation by a specific percentage and have that amount contributed to the Plan. The Plan refers to this as an "elective contribution." There are two types of elective contributions, Pre-Tax contributions and Roth contributions.

If you make Pre-Tax contributions, your taxable income is reduced by the contribution contributions so you pay less in federal income taxes. Federal income taxes on the Pre-Tax contribution contributions and on the earnings are only postponed. Later, when the Plan distributes the contributions and earnings, you will pay the taxes on those contributions and any associated earnings.

If you elect to make Roth contributions, the contributions are subject to federal income taxes in the year of contribution. However, the Roth contributions and, if you meet certain conditions, the earnings on the Roth contributions are not subject to federal income taxes when distributed to you. This means that the earnings on the Roth contributions may never be subject to Federal income tax. See "What are my tax consequences when I receive a distribution from the Plan?"

Both your Pre-Tax and Roth contributions will be subject to Social Security taxes at the time of your contribution.

The Employer may make additional contributions to the Plan on your behalf. This Article describes these employer contributions and how these monies will be allocated to your account to provide for retirement income.

How much may I contribute to the Plan?

Your total elective contributions in any calendar year may not exceed a certain dollar limit which is set by law ("elective contribution limit"). The elective contribution limit for 2013 is \$17,500. After 2013, the elective contribution limit may increase for cost-of-living adjustments. You may also defer more than the elective contribution limit if you are eligible to make "catch-up contributions", as described below.

If you are age 50, or will attain age 50 before the end of a calendar year, you may make additional contributions (called "age 50 catch-up contributions") for that year and future calendar years. If you meet the age 50 requirements, the contributions limit for 2013 is \$23,000. For purposes of your LG Health plan, your contribution percentage election applies to all contributions. It is not required to make a special election for catch-up contributions. Contributions will continue to be withheld based on your percentage election until the combined limit (2013 = \$17500 + \$5,500 = \$23,000) without the need for an additional election.

If you have completed at least 15 years of service with the Employer, you may make "qualified organization catch-up contributions" which exceed the elective contribution limit. Contact the Plan Recordkeeper for more information if you think you may qualify for qualified organization catch-up contributions.

If you qualify for both the age 50 catch-up and qualified organization catch-up, you may participate in both types of catch-up contributions.

You should also be aware that the annual elective contribution limit is an aggregate limit which applies to all contributions you may make under this Plan and any other 403(b) plans, simplified employee pensions, SIMPLE IRAs, or 401(k) plans in which you may be participating, including those of another employer. Generally, if your total contributions under all of these arrangements for a calendar year exceed the annual elective contribution limit, then you must include the excess contributions in your income for the year. If you make excess contributions you should request in writing that the excess contributions be returned to you. If you fail to request such a return, you may be taxed a second time when the excess contribution is distributed from the Plan.

You must decide which plan you would like to have returned, any amount of excess contribution(s). If you decide that this Plan should distribute the excess, you should communicate this in writing to the Plan Recordkeeper no later than the March 1st following the close of the calendar year in which you made the excess contributions. If you contribute excess contributions to this Plan or any other plan maintained by Lancaster General Health, then you will be deemed to have notified the Plan Recordkeeper of the excess. The Plan Recordkeeper will then return the excess contributions and any earnings thereon to you by April 15 of the year following the calendar year in which you made the excess contributions.

How do I make an election to contribute?

You may elect a contribution percentage by contacting the Plan Recordkeeper. Changes can be made to these contributions at any time. Lancaster General Health will withhold the contribution elected; if and until, the annual limit is met based on your age (See "How much may I contribute to the Plan"). The current Plan Recordkeeper is Fidelity Investments 1-800-343-0860 or <http://plan.fidelity.com/lghealth>.

Does the Plan provide for automatic enrollment?

Lancaster General Health will automatically withhold 6% of your compensation each payroll period and contribute that amount to the Plan, as a Pre-Tax elective contribution. You may elect an alternate elective contribution at any time or elect not to contribute to the Plan. If you have any questions concerning the application of this automatic contribution provision, please contact the Plan Recordkeeper. Automatic enrollment occurs 45-days from date of hire.

Does the Plan provide for annual automatic contribution increases?

If you contribute less than 10% to your Lancaster General Health Retirement Income Account and have been employed at least six months, the Plan will automatically increase your contribution percentage by 1% each calendar year (up to a maximum of 10%).

The auto increase provides enhanced retirement savings by allowing your elective contribution percentage to automatically increase in 1% increments annually, up to a 10% maximum. You are permitted the option to opt out of this plan feature.

If you have any questions concerning the application of this automatic deferral provision, please contact the Plan Recordkeeper.

Am I vested in my elective contributions and earnings?

You will always be 100% vested in your contributions and in the earnings on your contributions. The Plan Recordkeeper will account for these amounts separately from any other amounts in your Plan account.

Will the Employer contribute to the Plan?

Each year, in addition to depositing your contributions, the Employer may contribute matching and basic contributions to eligible participants.

What is the Employer matching contribution?

A matching contribution is a contribution the Employer makes based on your elective contributions if you are an eligible participant. If you do not make any elective contributions, you will not receive any matching contributions.

The Employer will contribute a fixed amount equal to 50% of your elective contributions. In applying this matching percentage, only your contributions up to 6% of your compensation, per Plan Year, will be considered. Each pay you are contributing, employer matching contributions are calculated. IRS limits apply.

To receive employer matching contributions, you must satisfy the following condition(s):

- Met the age 21 requirement; and
- Completed six months of service.

To be vested in employer matching contributions, you must satisfy the following condition:

- You must have completed at least three calendar years of 1,000 or more hours of service with the Employer, during a Plan Year.

The Employer will perform a true-up calculation annually to determine if employees are eligible for additional matching contributions for the calendar year. For example, if you contribute the IRS limit in 9 months of the calendar year, the Employer will perform a calculation to see if you are eligible for further additional contributions that year. True-Up calculations are complete the following year.

What is the Employer Basic contribution?

The Employer Basic contribution is a contribution the Employer makes, if you are an eligible participant regardless of your election. If you do not make any elective contributions, you will still receive employer basic contributions.

The Employer will contribute a fixed amount equal to 2% of your compensation, as an Employer Basic contribution. In applying this basic contribution, only eligible compensation will be used to determine this fixed amount.

To receive Employer Basic contributions, you must satisfy the following condition(s):

- Met the age 21 requirement; and
- Completed six months of service.

To be vested in Employer Basic contributions, you must satisfy the following condition:

- You must have completed, at least three calendar years of 1,000 or more hours of service, with the Employer, during a Plan Year.

The Employer Basic contribution for VNA Community Care Services, Inc. is discretionary.

What compensation is used to determine my Plan benefits?

For the purposes of determining your contribution and the employer's contributions to the Plan, compensation has a special and highly technical meaning. The Plan generally defines compensation as the total amounts paid to the employee for services rendered, although some items may be excluded. In computing compensation, the Plan does not consider certain items, as described below:

"Compensation shall exclude, even if includable in gross income -

- (a) deferred compensation, other than elective contributions as defined herein;
- (b) reimbursements or other expense allowances including automobile allowances;
- (c) cash and noncash fringe benefits;
- (d) relocation expenses;
- (e) severance pay;
- (f) all payments relating to tuition;
- (g) Self-Insured Disability payments other than short-term disability payments;
- (h) welfare benefits including the Employee Assistance Fund;
- (i) all sign-on bonuses and sign-on loans;
- (j) mandated payments (normally in the form of taxes or premiums) made by the Employer pursuant to law or regulation to provide such benefits as Social Security, unemployment compensation and workers' compensation;
- (k) amounts contributed by the Employer to or paid, from any other employee benefit plan to which the Employer contributes; and
- (l) payments related to settlements, or forgivable loans.

Is there a limit on the amount of compensation that can be considered?

For Plan years beginning on and after January 1, 2013, the amount of annual compensation that may be taken into consideration for Plan purposes is \$255,000. This amount may be adjusted after 2013.

May I make "rollover" contributions to the Plan?

You may be permitted to deposit into the Plan, distributions you have received from other plans and certain IRAs, provided such distributions are legally qualified to be rolled over into this Plan. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask your prior Plan Recordkeeper or trustee to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from a prior plan. Alternatively, if you received

a distribution from a prior plan, you may elect to deposit any amount eligible for rollover within 60 days of your receipt of the distribution.

Your rollover will be placed in a separate source called a "rollover source" within your account. You will always be 100% vested in your rollover account. Rollover contributions will be affected by any investment gains or losses. In addition, any Roth rollover contributions that are accepted as rollovers in this Plan shall be accounted for separately.

How is the money in the Plan invested?

You will be able to direct the investment of your Plan account, including your elective contributions. The Plan Recordkeeper will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. Quarterly, you will receive a benefit statement that provides information on your account balance and your investment returns via mail or email. If you have any questions about the investment of your Plan accounts, please contact the Plan Recordkeeper. If you do not direct the investment of your Plan account, then your account will be invested in accordance with the default investment alternatives the Employer established under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including the Employer and the Plan Recordkeeper, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. You must follow procedures in giving investment directions. If you fail to do so, then your investment directions need not be followed. You are not required to direct investments. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives as established under the Plan.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. The Employer and the Plan Recordkeeper will not provide investment advice or guarantee the performance of any investment you choose.

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA because the insurance provisions of ERISA are not applicable to this type of Plan.

ARTICLE III DISTRIBUTIONS

Will I receive a distribution of my account if I terminate employment with the Employer?

If you terminate employment for any reason and at any age (including retirement), and your Plan Account balance does not exceed \$5000, including any rollover contributions, then a distribution will automatically be paid to you even if you do not consent. This distribution will be paid to you in a lump sum amount within a year after you terminate employment.

If your Plan Account balance exceeds \$5,000, then you will be entitled to a distribution, in a reasonable time, after you terminate employment. (See the question in the Article entitled "How will my benefits be paid?") for a further explanation of how benefits are paid from the Plan.

What is the Plan's "normal retirement age"?

You will attain your normal retirement age when you reach age 65. Normal retirement age does not control when you may receive distributions from the Plan.

If your employment terminates for reasons other than attainment of normal retirement age, you will be entitled to receive only your vested Plan Account balance.

What is my vested interest in my account?

You are always 100% vested (which means that you are entitled to all of the amounts) in your account attributable to the following:

- your Pre-tax and Roth elective contributions
- rollover contributions

Vesting schedules. Your "vested percentage" for Employer contributions is based on vesting Years of Service. This means at the time you stop working, your Plan Account balance is subject to a vesting schedule.

The result, when added to the amounts that are always 100% vested, is your vested interest in the Plan, which is what you will actually receive from the Plan. You will always, however, be 100% vested if you are employed on or after your Normal Retirement Age 65.

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule.

**Vesting Schedule
Employer Contributions**

<u>Years of Service</u>	<u>Percentage</u>
Less than 3	0%
3	100%

How does the Plan determine my Years of Service for vesting purposes?

To earn a year of service, you must be credited with at least 1,000 hours of service during a Plan Year. (See the Article entitled "General Information About the Plan") for more information on receiving credit for hours of service. The Plan contains specific rules for crediting hours of service for vesting purposes. The Plan Administrator will track your service and will credit you with a year of service for each Plan Year in which you are credited with the required hours of service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Plan Administrator. Exempt employees are credited with 45 hours for any week in which they are paid eligible hours.

As a veteran, will my military service count as service with the Employer?

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service will be considered service with the Employer. If you may be affected by this law, ask your Plan Administrator for further details.

How will my benefits be paid?

There are various methods by which benefits may be distributed to you from the Plan. The method depends on the elections you and your spouse make. All methods of distribution, however, have equivalent values. The rules under this Article apply to all distributions you will receive from the Plan, whether by reason of retirement, termination, or any other event which may result in a distribution of benefits.

You may elect to receive your distribution under one or more of the methods described below:

- a single lump sum payment in cash.
- monthly, quarterly, or annual installments over a period of not more than your assumed life expectancy (or you and your beneficiary's assumed life expectancies).
- 50%, 75% or 100% joint and survivor annuity.

May I elect to roll over my account to another plan or IRA?

If you are entitled to a distribution, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). For this purpose, your Roth contributions account is treated separately.

May I receive a loan from the Plan?

You may be able to borrow from your Plan account. However, there are many complex rules affecting Plan loans and the Plan Recordkeeper can provide more information about Plan loans.

Loans shall be made available to all qualifying Participants on a reasonably equivalent basis. Loans are not considered distributions and are not subject to federal or state income taxes, provided they are repaid as required. While you are required to pay interest on your loan, both the principal and interest are reinvested in your account. Loans will be processed in accordance with the following procedures.

You may apply for a loan by calling Fidelity at 1-800-343-0860 between 8:00 AM (ET) and Midnight (ET) on any business day. The Plan Administrator is responsible for approving or denying loans. You will incur a set-up fee and quarterly maintenance fee for your loan.

Your minimum loan amount is \$1,000. Your maximum loan amount is the lesser of: (a) \$50,000 reduced by the excess (if any) of the highest outstanding balance of your plan loans during the one-year period ending on the day before the loan is made over the outstanding balance of your plan loans on the date the loan is made, or (b) one-half of your vested Account Balance. All of your loans from Plans maintained by the Employer and certain related plans will be considered for purposes of determining the eligibility for the loan. Up to 50% of your vested Account Balance may be used as security for any loan.

You may only have one loan outstanding at any given time. If you have an existing loan, from any other Plan maintained by the Employer, you may not apply for another loan until the existing loan is paid in full. You may not refinance an existing loan or obtain a second loan for the purpose of paying off the existing loan.

Your loan will bear a reasonable rate of interest equal to the prime rate plus 1%. The interest rate will remain the same for the duration of the loan.

You must repay your loan by equal payroll deductions each payroll period. You must repay your loan within five years, unless it is for the purchase of your principal residence, in which case you may repay your loan over a fifteen year period. Special repayment rules may apply if you go on an approved leave of absence.

Loan proceeds will be withdrawn from available contribution sources and investment options in your Account in the order established by the Employer. Consult the Plan Recordkeeper for more information.

Your loan will be in default if any scheduled repayment remains unpaid at the end of the calendar quarter following the calendar quarter in which the scheduled payment was due or the period specified in the separate loan procedures, if earlier, or if there is an outstanding principal balance existing on a loan after the last scheduled repayment date. Upon default, death, or termination of employment, your entire outstanding principal and accrued interest will be immediately due and payable. Additionally, you will be deemed to have received a taxable distribution from the Plan, whether or not a distribution has occurred.

ARTICLE IV DEATH BENEFITS

What happens if I die while working for the Employer?

If you die while still employed by the Employer, your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit unless an election is made to change the beneficiary. If you wish to designate a beneficiary other than your spouse, your spouse must irrevocably consent to waive any right to the portion of the death benefit payable to your spouse. Your spouse's consent must be in writing, be witnessed by a notary or a Plan representative, and acknowledge the specific non-spouse beneficiary.

If you are married and named someone other than your spouse to be your beneficiary, and wish to again change your beneficiary designation, your spouse must again consent to the change, unless you are changing your designation to name your spouse as your beneficiary. Also, you may, at any time, designate the beneficiary for amounts in excess of the portion of the death benefit payable to your

spouse without your spouse's consent. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

If you are not married, you may designate any beneficiary with the Plan Recordkeeper.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the Plan Recordkeeper's documentation says otherwise:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, and if a child dies before you, to their children, if any;
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

How will the death benefit be paid to my beneficiary?

The death benefit under the Plan will be paid as set forth in the Plan document. Contact the Plan Recordkeeper for details.

When must the last payment be made to my beneficiary?

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if you die before you are required to begin minimum distributions (which for most people are shortly after the later of age 70 1/2 or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death. Some investment products may allow a person to use this five year rule. See the Plan Administrator for further details.

Since your spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Recordkeeper and Plan Administrator.

What happens if I'm a participant, terminate employment, and die before receiving all my benefits?

If you terminate employment and subsequently die, your beneficiary will be entitled to the vested percentage of your remaining Plan Account balance, at the time of your death.

**ARTICLE VI
IN-SERVICE DISTRIBUTIONS**

Can I withdraw money from my account while working?

You may receive a distribution from the Plan prior to your termination of employment, if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce

the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the provisions of the Plan.

You may request an in-service distribution from the following account(s) and based on the following event(s). Some individual investment products may provide for additional in-service distribution options. Please see your Plan Recordkeeper for details:

- Your entire account once you reach age 59 1/2.
- You may withdraw your rollover contributions, if any, at any time prior to severance.

What is a hardship withdrawal?

A hardship **withdrawal** may be made to satisfy certain immediate financial needs. You can receive a hardship **withdrawal** from your contributions. A hardship **withdrawal** may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependent or necessary for you, your spouse or your dependent to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or dependent;
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents; or
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.
- Federal, state, or local income taxes or penalties reasonably anticipated to result from a hardship **withdrawal**.

If you have one of the above expenses, a hardship **withdrawal** can be made only if all of the following conditions are satisfied:

- The gross distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

- Proper documentation supporting the withdrawal is provided to the Plan Administrator.
- You have obtained all distributions, other than hardship **withdrawals**, and all nontaxable (at the time of the loan) loans currently available under all Plans maintained by your LG Health;
- Your elective contributions will be suspended for at least six months after your receipt of the hardship **withdrawal**.

Any hardship **withdrawal** from elective contributions will be limited, as of the date of distribution, to your total elective contributions to date reduced by the amount of any previous distributions made to you from your elective contribution account. Ask the Plan Recordkeeper if you need further details.

ARTICLE VII TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

If you receive distribution of Roth contributions, you paid current federal income tax on the contributions in the year of a contribution; the contributions are not subject to federal income taxes when distributed to you. The earnings on Roth contributions are also tax free upon distribution if you receive a "qualified distribution" from your Roth contribution account. In order to be a "qualified distribution," the distribution of Roth contributions must occur after one of the following: your attainment of age 59 ½ or your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to the Plan (or to another 401(k) plan or 403(b) plan, if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you made your first Roth contribution under this Plan on November 30, 2008, your participation period will end on December 31, 2012. This means that you could take a qualified Plan distribution as early as January 1, 2013. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth source is not a qualified distribution, the earnings distributed with the Roth contributions will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 401(k) plan or 403(b) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

Can I reduce or defer tax on my distribution?

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) The rollover of all or a portion of a distribution, to a traditional Individual Retirement Account (IRA) or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other qualified employer plan. The rollover

of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your **withdrawal**). Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another qualified employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE PLAN RECORDKEEPER WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

ARTICLE VIII PROTECTED BENEFITS AND CLAIMS PROCEDURES

Is my benefit protected?

As a general rule, your interest in your account may not be alienated. This means your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, in general, your creditors may not attach, garnish or otherwise interfere with your account. However, creditor protection of Plan assets is a complex subject and may be affected by bankruptcy and other laws. If you want specific information about possible protection of your Plan account from creditors, you should consult a qualified advisor.

Are there any exceptions to the general rule?

Apart from possible access by creditors described above, there are two exceptions to the general rule. The Plan Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain, without charge, information regarding the submission of Qualified Domestic Relations Order from the Plan Administrator.

The second exception applies if you are involved with the Plan's administration. If you are found liable for any action that adversely affects the Plan, the Plan Administrator can offset your benefits by the amount you are ordered or required by a court to pay the Plan. All or a portion of your benefits will be used to satisfy any such obligation to the Plan.

Can the Plan be amended?

Yes. The Employer may amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Plan Administrator will notify you of any modification or termination of the Plan.

How do I submit a claim for Plan benefits?

You or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Recordkeeper. The Plan Recordkeeper may have specific forms for this request.

If the Plan Recordkeeper determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of available payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.

- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.

If your claim has been denied and you want to submit your claim for review, you must follow the Claims Review Procedure below.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Recordkeeper.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.
- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician chosen by the Plan Administrator, then the Claims Review Procedure provides that:

- (a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review; unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The

extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, in order to do so, you must file the suit no later than 180 days after the Plan Administrator makes a final determination to deny your claim.

What are my rights as a Plan participant?

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and collective bargaining agreements; and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated SPD. The Plan Administrator may make a reasonable charge for copies.
- (c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- (d) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many years you have to work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide this 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 your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order procedures from the Plan Administrator.

If it should happen that the Plan's 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 a fee if, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE IX GENERAL INFORMATION ABOUT THE PLAN

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

General Plan Information

The full name of the Plan is the Lancaster General Health Retirement Income Account.

The provisions of the Plan became effective on January 1, 2011.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan Year." The Plan Year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily.

The Plan will be governed by the laws of Pennsylvania.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC).

The Plan permits the payment of Plan expenses to be made from the Plan assets. If the Employer does not pay these expenses, then the expenses paid using the Plan's assets will be proportionate among all Plan participants.

Employer Information

The Plan Sponsor's name, address, and identification number are:

Lancaster General Health
555 North Duke Street
Lancaster, PA 17602
23-2250941

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Plan Administrator.

Plan Administrator Information

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Plan Administrator is conclusive and binding upon all persons.

The Employer, or the person or persons the Employer designates, is the Plan Administrator:

Lancaster General Health Retirement Plan Committee
555 North Duke Street
Lancaster, PA 17602
(717) 544-4954

Plan Recordkeeper

Fidelity Investments, Inc.
P.O. Box 770002
Cincinnati, OH 45277-0090

Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Lancaster General Health
555 North Duke Street
Lancaster, PA 17602

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