

RETIREMENT PLAN OF CARILION CLINIC

SUMMARY PLAN DESCRIPTION

Effective October 1, 2021

This booklet provides a Summary Plan Description of the Retirement Plan of Carilion Clinic (referred to as the “Pension Plan” throughout). The Pension Plan is available to eligible employees as described on page 4. While every attempt has been made to make this booklet as accurate and complete as possible, full details are contained in the official Plan documents. The Plan documents are available for your review as described in “Your Rights Under ERISA” on page 25. If the summary description in this booklet differs from a provision contained in the Plan documents, the Plan documents will prevail.

Unless otherwise stated in this booklet, the provisions described are those available to eligible employees as of Oct. 1, 2021. Important Pension Plan terms are defined beginning on page 30 and are discussed throughout the booklet. Specific provisions limited to certain employee classifications are described in the Addendums, which, if applicable to you, are included in the end of this booklet. In addition, other provisions may apply to companies acquired by Carilion Clinic after Oct. 1, 2021.

For ERISA summary plan description purposes, this booklet supersedes all other Summary Plan Descriptions for the Retirement Plan of Carilion Clinic.

Carilion Clinic reserves the right, at any time and in its discretion, to amend, supplement, modify or eliminate the benefits described in this booklet. This booklet does not create a contract or a guarantee of employment between Carilion Clinic and any individual.

TABLE OF CONTENTS

WHAT DOES YOUR FUTURE HOLD?	4
WHO IS ELIGIBLE.....	4
HIGHLIGHTS OF THE PLAN	5
FORMER PLANS, ACQUISITIONS AND WITHDRAWALS (SEE ADDENDUMS).....	6
ENROLLING IN THE PENSION PLAN.....	7
VESTING	7
CALCULATING YOUR YEARS OF CREDITED SERVICE.....	7
CALCULATING YOUR CARILION PENSION BENEFIT.....	8
QUALIFYING FOR BENEFITS	11
PAYMENT OPTIONS	16
WHAT HAPPENS IF YOU LEAVE CARILION	21
SURVIVOR BENEFITS	21
APPLYING FOR BENEFITS	23
SITUATIONS THAT MAY AFFECT YOUR PENSION PLAN BENEFITS.....	23
SOCIAL SECURITY	24
OTHER IMPORTANT INFORMATION.....	25
YOUR RIGHTS UNDER ERISA.....	26
SPECIFIC PENSION PLAN INFORMATION.....	30
DEFINITIONS OF KEY TERMS.....	31
ADDENDUMS.....	SEE PAGE 6

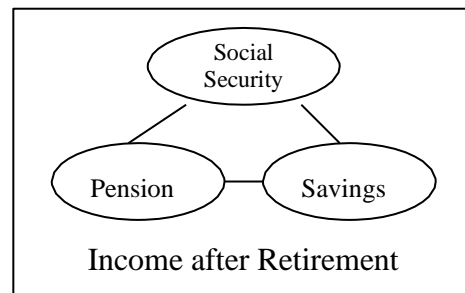
If You Participated in a Prior Plan
If you were a participant in a retirement plan of an employer acquired by Carilion Clinic and you are now a participant in this Plan, special Plan provisions may apply to your prior plan benefits. Refer to the Addendum section of this document for more information.

What Does Your Future Hold?

Retirement – no matter how far away it may seem, retirement is something we all need to think about today to make sure we're prepared for tomorrow.

An important part of building your financial future is identifying your sources of retirement income. For most of us, this income will come primarily from three sources:

- (1) Social Security,
- (2) the Carilion Pension Plan, and
- (3) any other employer-sponsored pension benefits you may be eligible to receive, like the Carilion 403(b) or 401(k) Plans.



Whether you are close to retirement or years away, the Pension Plan provides you with financial resources to help you when the time comes. Read this booklet to learn more about this important part of your retirement income and your future.

Who is Eligible

You are eligible to participate in the Pension Plan if you are an employee of Carilion Clinic (referred to as Carilion throughout this booklet) or an affiliated employer who participates in the Pension Plan. Participation begins on the first of the month coinciding with or following the date you:

- turn age 21 **and**
- complete at least 1,000 Hours of Service during your first twelve (12) consecutive months of employment or during any plan year beginning after your date of hire. An hour of service is generally any hour for which you are paid or entitled to payment by Carilion.

For example, if you are hired on April 1, 2017 at age 25, you must work at least 1,000 hours before Mar. 31, 2018 to become eligible for the Plan. From that point on, you will need to work at least 1,000 hours each Oct. 1 through Sept. 30 to become eligible for the plan.

You are not eligible to participate in the Pension Plan if you are:

- Classified by Carilion as a leased employee, independent contractor, student, intern, temporary employee or consultant, or any other individual not classified by Carilion as an employee, or
- Covered by a collective bargaining agreement that doesn't provide for plan participation, or
- An employee who is a nonresident alien with no income from Carilion that constitutes U.S. source income, or
- A medical resident who does not complete an hour of service after Oct. 1, 2001.

Your active participation in the Pension Plan ends when your employment with Carilion or an affiliated employer ends.

Highlights of the Plan

As an eligible employee, the Retirement Plan of Carilion Clinic (referred to as the “Pension Plan” throughout this booklet) can provide you with a regular monthly income when you retire.

Here’s a look at some of the key highlights of the Pension Plan:

- Carilion pays the full cost of the Pension Plan – you make no contributions.
- You become fully vested in your Pension Plan benefit after you complete five years of Vesting Service.
- You will be eligible to receive a regular monthly payment when you retire at your normal retirement age (for most participants, age 65 as long as you have at least five years of participation in the Pension Plan).
- Once you complete 10 years of Vesting Service with Carilion or an acquired organization as listed in an Addendum you can retire as early as age 55 and receive a reduced monthly payment.
- If you complete at least five years of Vesting Service, are married, and die before retirement, your spouse is eligible for a survivor benefit from the Pension Plan.
- The Pension Plan offers a number of payment options for your monthly benefit.
- The benefits you receive from the Pension Plan are *in addition* to any benefits you may receive from Social Security and your Carilion 401(k) or 403(b) retirement savings plans.

Retirement Income

The Retirement Plan – fully paid by Carilion – is just one part of your retirement income. Other retirement income sources may include Social Security benefits, income from the Carilion retirement savings plans, and your other savings.

Former Plans, Acquisitions and Withdrawals

If you were a participant in one of the Former Plans listed below, employed at one of the acquired facilities, or your employer withdrew from the Plan, there are special definitions that apply to you. Be sure to read the specific Addendum that explains the special definitions for your Former Plan, acquisition, or withdrawal.

Name	Addendum #
Former Plans	
Pension Plan for the Employees of Bedford County Memorial Hospital	1
Franklin Memorial Hospital Retirement Plan.....	2
Giles Memorial Hospital, Inc. Retirement Plan	3
Pension Plan for the Employees of Radford Community Hospital, Inc.	4
Employees’ Pension Plan of Community Hospital of Roanoke Valley	5
Pension Plan for the Employees of Saint Albans Psychiatric Hospital, Inc.	6
Acquisitions	
Acquisitions – General.....	7
Acquisition – Stonewall Jackson Hospital.....	8
Withdrawal from the Retirement Plan of Carilion Clinic	
Carilion Labs.....	9

Enrolling in the Pension Plan

You do not need to do anything to enroll in the Pension Plan. As soon as you become eligible, you will automatically be enrolled.

Contributions to the Pension Plan

Carilion makes all contributions to the Pension Plan. You are neither required nor allowed to make contributions to the Pension Plan.

Vesting

Vesting means that you have full rights to the Pension Plan benefit you've earned to date, even if you leave Carilion. Vesting also means that your spouse has a right to your benefit if you die before you retire.

You become vested in the Pension Plan on the earlier of the date you complete five years of Vesting Service or the later of age 65 or the first day of the plan year that includes the fifth anniversary of your participation in the Pension Plan. This means that if you begin to work at Carilion after age 60, you will not be vested and eligible for a pension benefit until after you turn age 65.

Calculating Your Years of Credited Service

Because some of the merged plans had different rules for counting service, your Credited Service before Oct. 1, 1992 is based on the rules of your prior plan. For example, if you had six years of Credited Service before that date, you will have six years of past service under the new Carilion plan as of Oct. 1, 1992. If you participated in a pension plan that was later merged with the Carilion Retirement Plan as a result of the merger, please refer to the Addendum section at the end of this Summary Plan Description for details on Credited Service under your previous plan.

After Oct. 1, 1992, you receive one year of Credited Service for each plan year (Oct. 1 through Sept. 30) in which you worked and are paid for at least 1,000 hours or more. Credited service includes any service with Carilion as an employee before you were eligible to participate in the Pension Plan.

Breaks in Service Affect Benefits

If you do not complete at least 501 Hours of Service in a plan year, you are considered to have a break-in-service and you will not receive Credited Service for this year. You will not have a break-in-service if you are on an approved leave of absence as a result of any of the following:

- You serve in the armed forces of the U.S. and return to work within the time required by the laws governing veterans' reemployment rights.

Participating is Easy as 1..2..3
Participating in the Carilion Retirement Plan couldn't be easier:

1. *Once eligible, you're automatically enrolled.*
2. *Carilion makes all contributions to the Plan.*
3. *Once you have five years of Credited Service, you have full rights to your benefits.*

- If you are on a medical or family leave of absence you will receive credit for hours you normally would have worked except for that absence – up to 501 – to avoid a break in service. A family leave of absence is an absence from work because of pregnancy or the birth or adoption of your child, including the period immediately following birth or adoption to care for the child.

Reemployment of a Previously Vested Plan Participant

If you leave employment with Carilion after you are vested and you are later rehired, you will rejoin the Pension Plan immediately on your reemployment date. All your previous benefit service will usually be restored to you. However, if you received a lump sum payment of your vested benefit when you left, your subsequent Pension Plan benefit will be reduced to account for your earlier lump sum payment unless your distribution is repaid as described beginning on page 20.

Reemployment of a Participant Who Was Not Previously Vested

If you participated in the Pension Plan but did not earn at least five years of Vesting Service when you left employment, when you rejoin the Pension Plan depends on the length of your break in service. If your break in service is less than five years, you will immediately become a participant and your previous Vesting and Credited Service and accrued benefit will be restored. If your break in service is five years or more (or meets a prior plan rule for disregarding service) you will need to meet the eligibility rules again and your prior service will be disregarded.

If you had not yet participated in the Pension Plan when you left employment because you had not met the eligibility requirements, when you return to Carilion you must meet the eligibility requirements before you can participate in the Plan.

Calculating Your Carilion Pension Benefit

Pension Plan Formula

The Pension Plan uses a formula to determine your monthly retirement benefit amount. This formula takes into account your earnings and your years of Credited Service.

Some employees have all of their earnings covered by Social Security once they retire. Carilion calculates retirement benefits in two parts – Part A and Part B. Employees whose earnings are covered by Social Security use Part A to calculate their retirement benefit. Other employees have only some of their earnings covered by Social Security. Benefits for these employees will be calculated using Part A and Part B. Part B gives some credit for earnings not taken into account for Social Security benefits.

The Pension Plan formula uses three factors:

1. **Credited Service**

A year of Credited Service is a plan year in which you are paid for at least 1,000 Hours of Service for Carilion up to a maximum of 35 years.

2. **Average Monthly Pay**

Average monthly pay is the average of your monthly earnings during the highest consecutive five plan years of Credited Service. Only those plan years in which you are paid for at least 1,000 hours are included in the average monthly pay calculation.

The Pension Plan considers your total earnings up to IRS limits (\$305,000 for the 2022 plan year) including overtime, shift differentials, bonuses, and commissions, as well as any pre-tax contributions you make towards Carilion’s savings and benefit plans.

3. **Covered Compensation**

Covered compensation is an amount (that can change annually) based on your year of birth that is used to determine when a Part B benefit applies. Social Security benefits are based on your yearly earnings up to a limit called the taxable wage base. Part B of the Pension Plan formula provides an additional benefit for your earnings that are not covered by Social Security.

Covered compensation is the monthly average of the Social Security taxable wage bases, as set by the IRS, in effect during the 35-year period ending in the year you reach Social Security retirement age. If you retire or leave employment with Carilion before you reach your Social Security retirement age, the taxable wage base for the year in which you retire or leave employment will be used for the remaining years in the 35-year period to determine covered compensation.

These three factors are then used in the following formula to calculate your monthly Pension Plan benefit:

Part A	.95% of your average monthly pay <i>multiplied by</i> years of Credited Service (up to 35)
<i>Plus</i>	
Part B	.65% of your average monthly pay in excess of your covered compensation <i>multiplied by</i> years of Credited Service (up to 35)
<i>Equals</i>	Monthly Pension Benefit (the amount you will receive each month at your normal retirement)

Examples:

The following examples show how a retiring participant’s pension is calculated under the Pension Plan formula

Example 1 – Average monthly pay is less than covered compensation:

Let’s say that John has worked at Carilion for 20 years (at least 1,000 hours each plan year) and retired at age 65. His highest five plan years of Credited Service earnings were \$40,000; \$42,000; \$45,000; \$46,000; and \$48,000, making his average monthly pay \$3,683, determined as follows:

- $\$40,000 + \$42,000 + \$45,000 + \$46,000 + \$48,000 = \$221,000$
- $\$221,000 / 5 = \$44,200$, which is the five year average annual pay
- $\$44,200 / 12 = \$3,683$, which is the five year average monthly pay.

John’s covered compensation for the year he retires is \$8,500.

In this example, John’s monthly pension benefit is \$699, calculated as follows:

Formula	Actual Calculation
.95% <i>multiplied by</i> average monthly pay <i>multiplied by</i> years of Credited Service (up to 35)	$.0095 \times \$3,683 \times 20 = \699
+	
.65% <i>multiplied by</i> average monthly pay in excess of covered compensation <i>multiplied by</i> years of Credited Service (up to 35)	Not applicable
=	
Monthly benefit	\$699

Example 2 – Average monthly pay is greater than covered compensation:

Let’s say that Susan has worked at Carilion for 20 years (at least 1,000 hours each plan year) and retired at age 65. Her highest five plan years of earnings were \$78,000; \$80,000; \$82,000; \$84,000; and \$86,000, making her average monthly pay \$6,883, determined as follows:

- $\$78,000 + \$80,000 + \$82,000 + \$84,000 + \$86,000 = \$410,000$
- $\$410,000 / 5 = \$82,000$, which is the 5-year average annual pay
- $\$82,000 / 12 = \$6,833$, which is the 5-year average monthly pay. Susan’s monthly covered compensation for the year she retires is \$6,750.

In this example, Susan’s monthly pension benefit is \$1,309, calculated as follows:

Formula	Actual Calculation
.95% <i>multiplied by</i> average monthly pay <i>multiplied by</i> years of Credited Service (up to 35)	.0095 x \$6,833 x 20 = \$1,298
+	
.65% <i>multiplied by</i> average monthly pay in excess of covered compensation <i>multiplied by</i> years of Credited Service (up to 35)	.0065 x (\$6,833-\$6,750) x 20 = \$11
=	
Monthly benefit	\$1,309

September 30, 1992 Transition Benefit

If you were a participant in the Pension Plan or one of the Former Plans on Sept. 30, 1992, you are covered by a special transition benefit.

This transition benefit guarantees that the retirement benefit you receive from the current plan will be better than the benefit you earned under the prior plan had your employment stopped as of Sept. 30, 1992. This transition benefit will be what you have earned under the Pension Plan or one of the Former Plans as of Sept. 30, 1992 plus an additional benefit based only on your service after Oct. 1, 1992 using the new formula.

Qualifying for Benefits

Normal Retirement

Your normal retirement age is the later of the first day of the month coinciding with or following the date you turn 65, or the first day of the Plan Year that includes your fifth (5th) anniversary of your participation in the Pension Plan.

If you leave Carilion and are vested, you may not defer receiving your Pension Plan benefit past your normal retirement age.

When to Retire?

You decide when you want to retire. Full Plan benefits are paid for retirement at age 65, provided you have completed five years of participation in the Pension Plan. You can retire as early as age 55 and receive a reduced benefit, as long as you have 10 years of Vested Service. Or you can continue working for Carilion past your normal retirement age and postpone receiving benefits until your actual retirement date.

(Special rules may apply if you were a participant in a Former Plan that was merged with the Pension Plan. See appropriate Addendum.)

Early Retirement

If you decide that you want to stop working and start receiving your Pension Plan benefit before you reach age 65 (or your normal retirement age, if later), this is called early retirement.

You can receive an early retirement benefit if you:

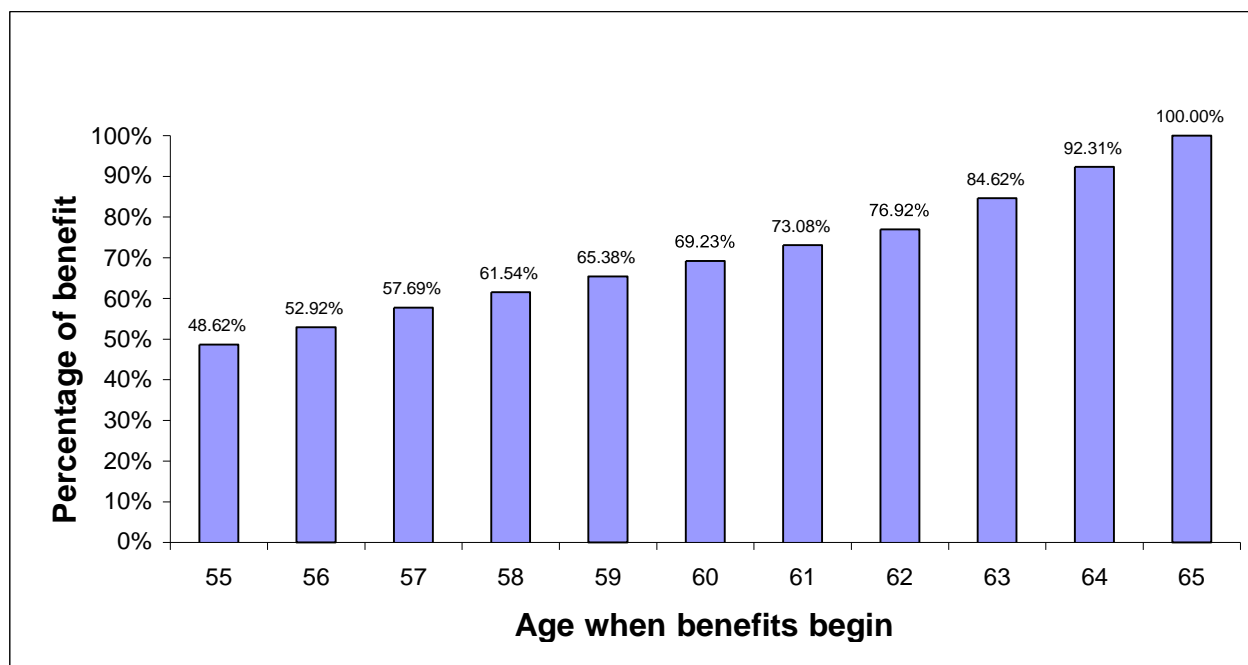
- Are at least 55 years old
- *and*
- Have at least 10 years of Vesting Service.

Even if you have 10 or more years of Vesting Service with Carilion, you cannot receive an early retirement benefit until you reach age 55.

Your benefit at early retirement **will be less** than if you waited until your normal retirement date because you will be receiving these payments over a longer period of time.

The following chart shows what percentage of your calculated benefit you'll receive based on your age at early retirement. Your early retirement benefit is determined by taking your normal retirement benefit (as calculated starting on page 8) and multiplying it by the percentage factor that corresponds with your age at retirement. As you can see, the earlier your benefits begin, the more they are reduced. The maximum reduction is approximately 51% of your benefit if you retire ten years early at age 55.

Early Retirement Benefit Percentages



(Special rules may apply if you were a participant in a Former Plan that was merged with the Pension Plan. See appropriate Addendum.)

Enhanced Early Retirement (Rule of 80)

You can retire from active Carilion employment as early as age 55 with an unreduced or slightly reduced benefit if the sum of your age and Credited Service at retirement equals 80. Remember, once you reach your Normal Retirement Date your benefit is not subject to any reductions.

If you retire from active Carilion employment at age 55 or older, and your age plus years of Credited Service (as of your early retirement date) add up to 80 or more, no reduction will be made in your Part A calculated benefit – which is by far the greater portion. Only the Part B benefit will be reduced. This is a feature of the Pension Plan that’s designed to reward long-term employee service.

Assumptions	Example 1 Short Service Early Retirement	Example 2 (Rule of 80) Early Retirement
<ul style="list-style-type: none"> • Effective date of retirement • Age at retirement • Credited service at retirement • Sum of age and service • Average monthly pay • Monthly covered compensation 	July 1, 2021 55 years 20 years 75 years \$12,000 \$10,000	July 1, 2021 55 years 25 years 80 years \$12,000 \$10,000
Formula		
PART A		
Average monthly pay	\$12,000	\$12,000
<i>multiplied by</i> years of Credited Service	<u> x20</u>	<u> x25</u>
	\$240,000	\$300,000
<i>multiplied by</i> .95% (Part A factor)	<u> x.0095</u>	<u> x.0095</u>
<i>equals</i> Part A result	\$2,280	\$2,850
<i>multiplied by</i> 48.62% (early retirement factor)	<u> x.4862</u>	<u> x none</u>
<i>equals</i> Part A result after reduction	\$1,108	\$2,850
PART B		
Average monthly pay	\$12,000	\$12,000
<i>minus</i> monthly covered compensation	<u> - \$10,000</u>	<u> - \$10,000</u>
	\$2,000	\$2,000
<i>multiplied by</i> years of Credited Service	<u> x20</u>	<u> x25</u>
	\$40,000	\$50,000
<i>multiplied by</i> .65% (Part B factor)	<u> x.0065</u>	<u> x.0065</u>
<i>equals</i> Part B result before reduction	\$260	\$325
<i>multiplied by</i> 48.62% (early retirement factor)	<u> x.4862</u>	<u> x.4862</u>
<i>equals</i> Part B result after reduction	\$126	\$158
TOTAL		
Part A result	\$1,108	\$2,850
<i>Plus</i> Part B result	<u> + \$126</u>	<u> + \$158</u>
<i>Equals</i> monthly pension	\$1,234	\$3,008
	10% of average monthly pay	25% of average monthly pay

Delayed Retirement

If you continue to work past your normal retirement date, your pension will be delayed until your actual retirement date. When you retire, you'll have extra Credited Service (unless you had already reached the 35-year limit). You may also have a higher average monthly pay.

Your retirement benefit will be calculated in the following two ways, and you will receive whichever amount is higher:

1. Benefits will be calculated as of your normal retirement date (using your average monthly pay, Credited Service, and covered compensation determined as of that date). This benefit will be increased 10% per year for each year you worked after your normal retirement date.

or

2. Benefits will be calculated as of your delayed retirement date (using your average monthly pay, Credited Service, and covered compensation determined as of that date).

If you choose to work beyond your normal retirement age, you will continue to earn benefits until you retire and your monthly payments will begin the first of the month after you stop working.

Receiving Payments While Working for Carilion

Effective July 1, 2022, if you meet the eligibility requirements for early retirement, you may elect to begin pension payments on the first of the month coincident with attaining age 62 or the first of any month after, with the appropriate amount of notice (see Applying for Benefits on page 23). You will receive a retirement check as well as a paycheck. After your Carilion employment ends, your benefit will be recalculated and offset by the value of the payments you already received. Your recalculated benefit will not be less than the retirement benefit you were receiving when payments began.

Re-employment of Retired Participants

If your employment terminates and you begin retirement benefits, future payments may be suspended during a period of reemployment with Carilion as a full-time employee (expected to work 72 or more hours per pay period), unless you are age 62 or older. You will be notified by mail if your benefits are suspended. They will resume when you retire again. Upon your subsequent termination, your retirement benefit will be recalculated and offset by the value of the payments you already received. Your recalculated benefit will not be less than the retirement benefit you were receiving prior to your re-employment date.

If you return to active employment in a status other than full-time, your retirement benefits will continue to be paid. Upon your subsequent termination, your retirement benefit will be recalculated to include any additional benefit earned during your reemployment, offset by the value of the payments you already received. Your recalculated benefit will not be less than the retirement benefit you were receiving prior to your re-employment date.

Disability Retirement

If you become totally disabled while employed by Carilion and have completed at least five years of Vesting Service, you may be eligible for a disability benefit from the Pension Plan. In this case, "disabled" means you are totally incapacitated because of a long-term physical or mental illness and you must have applied for and been determined eligible to receive Social Security disability benefits. Your disability date as determined by Social Security must be earlier than your last day of work with Carilion.

Your disability benefit will be calculated using your average monthly pay and covered compensation as of the date you became disabled. However, depending on when you commence your benefit, your Credited Service may be increased to include the entire time you are disabled (up to a total of 35 years) through January 31, 2018. Effective February 1, 2018, additional service due to disability stops.

Your Age at Disability	Your Years of Service at Disability	Your Benefit Commencement Date	Years of Service used in calculating your benefit (maximum of 35)
Less than 55	At least 5 but less than 10	Normal Retirement Date is the only option	Service will include years of service while disabled through January 31, 2018
Less than 55	10 or more	Prior to Normal Retirement Date (at least age 55)	Only Years of Service as of your disability date will be used
Less than 55	10 or more	Normal Retirement Date	Service will include years of service while disabled through January 31, 2018
At least 55	At least 5 but less than 10	Normal Retirement Date is the only option	Service will include years of service while disabled through January 31, 2018
At least 55	10 or more	Immediately	Only Years of Service as of your disability date will be used
At least 55	10 or more	Prior to Normal Retirement Date but after the disability date	Service will include years of service while disabled through January 31, 2018 but only if you are not receiving Carilion sponsored disability benefits when you start your pension benefit (otherwise only Years of Service as of your disability date)
At least 55	10 or more	Normal Retirement Date	Service will include years of service while disabled through January 31, 2018

Note that only Credited Service earned prior to the date you went out on disability will count towards the eligibility for Rule of 80. Early commencement factors may apply on payments beginning prior to normal retirement.

If the disability benefits you receive from your Employer's disability income plan continue after your normal retirement date, you may elect to start your monthly Pension Plan benefits at your normal retirement date or defer commencement until the disability benefits from your Employer stop. Your election to defer commencement must be received in writing and your retirement benefit will be actuarially adjusted to reflect the delay in payment.

Any benefits you receive from the Pension Plan will offset benefits you receive at the same time from a Carilion sponsored disability plan. Please review the policy for the disability plans for details.

You will need to provide evidence of your disability before benefits start. In addition, you may be required to supply ongoing evidence that you continue to qualify for Social Security disability benefits.

Recovery from Disability

If you recover from your disability and are re-employed by Carilion, you will no longer be entitled to a disability benefit. Your Credited Service will include the time you were disabled through January 31, 2018, and you will continue to earn Credited Service after you return to work. Your final benefit will be based on your total Credited Service, average monthly pay and covered compensation at actual retirement.

If you recover from your disability but do not return to work at Carilion, your benefit will be calculated as if you had terminated employment as of the date you are no longer totally and permanently disabled. Your final benefit will be based on Credited Service both before and during your disability up through January 31, 2018.

Payment Options

If you meet the eligibility requirements, you may begin receiving Pension Plan benefits at early, normal, or delayed retirement. Once you retire, you will receive your benefit in monthly payments on the first of each month for the rest of your life.

There are two automatic forms of payment – one for single employees and another for married employees. Your benefit will be paid according to the automatic form of payment, depending on your marital status, unless you choose one of the optional forms of payment that are available under the Pension Plan.

If You're Married
If you're married and want to choose a payment option other than one of the joint and survivor annuities, your spouse must provide written, notarized consent.

Automatic Forms of Payment

- *Single Employees – Life Only Annuity.* A monthly benefit for your lifetime, with the final payment made in the month of your death.
- *Married Employees – 50% Joint and Survivor Annuity.* A reduced monthly benefit for your lifetime. After you die, half (50%) of the monthly benefit will continue to your spouse for the remainder of his or her lifetime. The reduction in your retirement benefit is to cover the cost of providing benefits during the remainder of two lifetimes – yours and your spouse's. Your spouse is determined when your payments start and cannot be changed after payments have begun.

Optional Forms of Payment

There are optional forms of payment that allow you to vary the number and amount of payments and provide for your surviving spouse or other survivor. Both single and married employees may choose an optional form of payment. However, if you are married, your spouse must agree to your decision in writing by signing a statement witnessed by a notary public or a representative of the Plan Administrator.

The Pension Plan offers the following optional forms of payment:

Life Only – You can choose to have your pension paid for your lifetime only. No benefits will be paid after you die.

- If single, the default option is life only.
- Amount retiree receives is payable monthly for life.
- There is no beneficiary.
- Payments end at retiree's death.
- Spouse must consent to this option.

50%, 66²/₃%, 75%, or 100% Joint and Survivor Annuity – You can choose one of these options to provide a lifetime benefit to your spouse, or to provide a lifetime survivor benefit to someone other than your spouse. All joint and survivor annuities work like the 50% joint and survivor annuity explained above. You receive a reduced monthly benefit for your lifetime. After your death, payments equal to 50%, 66²/₃%, 75%, or 100%, as you choose, will continue to your beneficiary for the rest of his or her life. The benefit reduction for your lifetime will be greatest for a 100% continuation option and lowest if you choose the 50% continuation option.

- If married, the default option is 50%.
- A married retiree must choose one of these options with their spouse as beneficiary unless spousal consent is given.
- Amount retiree receives is payable monthly for life.
- Once payments begin, the beneficiary cannot be changed.
- Amount retiree receives is less than Life Only or Life with 120 or 180 guaranteed payments since the value of pension earned is spread over two lifetimes.
- At retiree's death, the designated beneficiary will continue to receive monthly payments for life based on the retiree's elected option.
- If the designated beneficiary dies before the retiree, the retiree cannot change to another payment option and cannot change their beneficiary.

- The beneficiary can be other than the spouse if spousal consent is given. Spousal consent must be witnessed by a notary public.
- If single, a non-spouse beneficiary can be designated. Restrictions apply to certain methods of payment if the difference in ages between the retiree and non-spouse beneficiary is too great.

Life with 120 or 180 Guaranteed Payments – These options pay a monthly benefit for your lifetime, with payments guaranteed for a minimum of 120 or 180 months, depending on the option you choose. To allow for the guaranteed number of payments, you will receive a reduced benefit for the rest of your life, even if you live beyond the guarantee period of 120 or 180 months. If, however, fewer than 120 or 180 payments are paid before your death, your beneficiary will receive the same monthly payment you were receiving, until a combined total of 120 or 180 monthly payments have been made. For example, if you choose 120 months certain, and 100 payments are made to you during your lifetime, the remaining 20 monthly payments would be made to your designated beneficiary. If your beneficiary dies before a total of 120 payments are made, the actuarial equivalent of the balance will be paid in a single lump sum to the estate of your beneficiary.

- Beneficiary can be other than a spouse, including a Trust or your Estate.
- Spouse must consent to this option.
- At retiree’s death, remaining monthly payments of the 120 or 180 guaranteed period payments are payable to the beneficiary.
- At retiree’s death, if beneficiary is deceased or no beneficiary is listed, the actuarial equivalent of the remaining payments within the guarantee period will be paid in a single lump sum to the retiree’s estate.

Social Security Leveling – if you retire early, you can choose this option to equalize or “level” your pre-and post-Social Security income. Under this option, you will receive an increased benefit from the Pension Plan until age 62, age 65, or your Social Security Normal Retirement Age, as you choose, and a reduced benefit after your Social Security benefit is assumed to start. In this way, your retirement income will remain fairly constant over time. This option is not available to you if you leave employment with Carilion before you are eligible for a Pension Plan benefit. This option is in addition to the benefits you receive from Social Security; it does not impact what you receive from Social Security or vice versa.

As an example, assume you will start your Social Security benefit at age 65 and the amount will be \$654 per month. Also assume your pension benefit would be \$719 per month at age 65.

Source	Amount Received before age 65	Amount Received after age 65
Carilion pension plan	\$719	\$65
Social Security*	\$0	\$654
Total	\$719	\$719

*The amount from Social Security is only an estimate; your actual total payments will vary based on the actual formula used by Social Security.

Under this payment option, you are not required to start your Social Security benefit at any time, but the Carilion pension will still reduce at your assumed Social Security retirement age that you elected (age 62, 65 or your Social Security Normal Retirement Age).

The benefit amount you receive will depend on your retirement date, the option you select, and your age.

- Spouse must consent to this option.
- Amount retiree receives is payable monthly for life.
- There is no beneficiary.
- Monthly amount is an increased amount before age 62, 65 or Social Security Normal Retirement Age (age 65, 66 or 67) based on your election and is reduced after you reach age 62, 65 or Social Security Normal Retirement Age.
- Option is intended to approximately level your pre- and post- Social Security income when retiring early from active service.

The chart below provides a brief side-by-side comparison of your payment options, using the following assumptions:

- You retire at age 62,
- Your spouse is also age 62, and
- Your benefit in the form of a life only annuity would be \$1,000 per month.

If you choose this payment option	Your estimated monthly benefit will be	If you die
Life Only Annuity	\$1,000	Benefits stop
50% Joint and Survivor Annuity	\$945	Your spouse/beneficiary receives 50% of the benefit you were receiving, or \$472.50.
66 ² / ₃ % Joint and Survivor Annuity	\$926	Your spouse/beneficiary receives 66 ² / ₃ % of the benefit you were receiving, or \$617.35.
75% Joint and Survivor Annuity	\$917	Your spouse/beneficiary receives 75% of the benefit you were receiving, or \$687.75.
100% Joint and Survivor Annuity	\$889	Your spouse/beneficiary receives 100% of the benefit you were receiving, or \$889.00.
Life with 120 Months Certain	\$952	Benefit payments continue throughout your lifetime. If you die before receiving 120 payments, benefit payments continue to your beneficiary until a total of 120 payments have been made. After a total of 120 payments have been made, payments to your beneficiary stop.
Life with 180 Months Certain	\$870	Benefit payments continue throughout your lifetime. If you die before receiving 180 payments, benefit payments continue to your beneficiary until a total of 180 payments have been made. After a total of 180 payments have been made, payments to your beneficiary stop.
Social Security Leveling • Before age 65 • After age 65	\$1,917 \$667	Benefits stop.

Lump Sum Payment

If the total value of your Retirement benefit is \$1,000 or less, it will be paid to you in a single lump sum shortly after your employment ends. If the total value of your Retirement benefit is greater than \$1,000 but not greater than \$5,000, your benefit will be rolled over automatically to an Individual Retirement Account designated by the Plan committee, unless you direct the Committee otherwise.

Effective April 1, 2022, the Plan provides for a lump sum option when all of the following conditions are met:

1. The present value of the accrued benefit is more than \$5,000 but not more than \$100,000; and
2. The payment date is the earlier of after a participant has been terminated for a year or has reached their Normal Retirement Date from the Plan; and
3. The payments have not already started; and
4. Your accrued benefit is not subject to a Qualified Domestic Relations Order.

If you are married and your lump sum exceeds \$5,000, your spouse must consent to your election to receive a lump sum in lieu of an annuity. The lump sum is the present value of the monthly Life Only annuity payable at your Normal Retirement Date (or at the Benefit Commencement Date, if later). It has been calculated using the applicable mortality table used for purposes of satisfying the requirements of Internal Revenue Code (IRC) 417(e), and interest rates equal to the segment rates for May preceding the start of the current plan year. The mortality table and segment rates are subject to change each year. This option must be re-calculated using the mortality table and segment rates in effect for May preceding the start of the plan year in which your lump sum is actually paid. This means that if you want to wait to a later date to start payment, the lump sum amount may increase or decrease (including may not be available) because it must be calculated with the actual factors in effect when your payments begin.

Once you receive a lump sum, no further benefits will be payable from the Pension Plan for that period of service. If you receive a lump sum at termination of employment and are subsequently rehired, you may have your prior Credited Service restored if you repay the lump sum with interest in accordance with IRC Section 411 prior to the earlier of (a) five years from your rehire date or (b) the end of the calendar year in which you incurred five consecutive one year breaks in service. If you repay the distribution (plus interest) your retirement benefit at your subsequent retirement date will consider your total Credited Service and your pay prior to your termination, as determined under the Plan. If you do not repay the prior distribution, you will retain your Vesting Service, but your retirement benefit will be based on Credited Service and pay after your rehire. If you wish to repay your prior distribution, contact Human Resources at 800-599-2537 when you return to work.

Selecting a payment option

It's important to carefully consider the long-term financial implications of your retirement payment choice. Carilion will calculate your monthly benefits under each of the applicable options when you're preparing to retire. In addition to discussing the options with your spouse or other family members, you may also want to consult a financial

advisor before you make any decisions.

Keep in mind that you can only select one form of payment. Once you begin receiving benefits, you may not change the form of payment or your designated beneficiary.

Note that once you begin receiving benefits, if your beneficiary dies before you do, you cannot choose a new beneficiary or change your payment option; nor will your reduced benefit amount be increased.

What Happens if You Leave Carilion

If you leave Carilion once you are vested (after completing five years of Vesting Service), but before you're eligible to retire, and the present value of your Pension Plan benefit is more than \$5,000, you may begin to receive monthly benefits once you reach normal retirement age. Your benefit will be calculated using your average monthly pay, Credited Service, and covered compensation as of the date your employment ended.

If you completed at least 10 years of vesting Service when your employment ended, then you can begin to receive **reduced** monthly benefits once you turn age 55. The reduction factors are the same as the factors shown on page 9. Note that the Rule of 80 does not apply unless you met both the age and service requirements for early retirement on the date that your employment ended with Carilion.

If you're entitled to receive a future benefit, you'll receive a statement from Carilion after your employment ends that shows the amount of your vested benefit and the date it can begin. A copy will be filed with the Social Security Administration. When you apply for Social Security benefits, you will be reminded that you have a pension benefit available from Carilion. It's your responsibility to make sure Carilion has your current address on file so that you continue to receive required notices about the plan.

If the present value of your Pension Plan benefit is \$1,000 or less, you will automatically receive a single lump sum payment of your vested benefit after you leave Carilion. This payment is made as soon as administratively feasible once all paperwork has been processed. If the present value of your benefit is greater than \$1,000 but not greater than \$5,000, your benefit will be rolled over automatically to an Individual Retirement Account designated by the Plan committee, unless you direct the Committee otherwise within 90 days of notification by the Committee.

Survivor Benefits

Effective October 1, 2020, once you are vested, if you die before retirement benefits begin and you have been married for at least six months, your surviving spouse is eligible for a benefit from the Pension Plan. A death prior to October 1, 2020 requires that you were married for at least one year. This survivor benefit is based on the benefit you had earned up until the date of your death. Benefit payments will continue for the life of your spouse. If you're not married at the time of your death, no survivor benefits are available.

The amount of the survivor benefit depends on whether or not you were eligible for retirement at the time of your death.

- If you are still employed and eligible for an immediate Pension Plan benefit, or if you retired from employment (including due to total disability) but have not begun benefit payments, your spouse's benefit is 100% of the benefit you would have received if you had retired on the day immediately before your death and elected the 100% Joint & Survivor Annuity option.
- If you are still employed, or have left employment with Carilion and are not eligible to begin your retirement benefit, your spouse's benefit is 50% of the benefit you would have received if you survived to your earliest retirement date and elected the 50% Joint & Survivor Annuity option.
- A lump sum option may be available to your surviving spouse as described on page 20, except that the payment to a surviving spouse may be made as soon as administratively practicable rather than under the timing restrictions for payment to an employee.

In all cases, benefit payments must begin by the date you would have turned age 65. However, your spouse may choose to have benefit payments begin as of the later of:

- The first of the month coinciding with or following your death, or
- The earliest date benefits could have begun had you lived.

If You Die After Benefit Payments Begin

The form of payment in effect at the time of death, if any, determines benefits.

Applying for Benefits

You should notify Human Resources at least 120 days before the date you want your retirement benefits to start. Submit a completed Pension Application and Retirement Planning Form to Human Resources. For active employees, the form is accessible on Inside Carilion by selecting *Your Carilion Rewards*, then *Your Future*, then *Pension Plan*; the *Pension Application and Retirement Planning Form* is at the bottom of the page. Human Resources also will take your application over the phone by calling 800-599-2537. You will be offered personalized estimates of the amount you would receive under each of the different payment options.

You'll have up to 90 days to make your choice of a payment option. If you are married and select an option other than a Joint and Survivor Annuity option, your spouse must provide written consent that is notarized or witnessed by a representative of the Pension Plan. You may choose, modify, or cancel any benefit option you are eligible for by filing a written application any time before your benefits begin, but not after. Generally, if you submit your paperwork in a timely manner, Pension Plan payments will begin as of the first day of the month following your last day of employment or 120 days following the date of your application to begin receiving pension payments for vested terminations.

Situations That May Affect Your Pension Plan Benefits

Loss or Reduction of Benefits

- If you leave Carilion before you become vested in the Pension Plan, you will not be eligible for any benefits.
- If your spouse dies before you do and after you start to receive payments in the form of a Joint and Survivor annuity, the amount of your payments will not increase.
- If you die during active employment but before you are vested, no benefits are payable to your surviving spouse.
- If the present value of your benefit is \$5,000 or less when you leave Carilion, it will be paid to you in a single lump sum and you will not receive any other benefits from the Pension Plan.
- An adjustment in benefits may be made if an error occurs when calculating your benefit or if your age or your spouse's age has been misstated.

IRS Limitations

Federal regulations require certain limits on the amount of benefits that can be paid to anyone from the Pension Plan. Special benefit limits and restrictions on compensation apply to the highest paid participants. The rules regarding maximum benefits are complex. If you should become affected by these rules, you will be notified and given an explanation by the Plan Administrator.

Benefits May Not be Assigned

Except as required by law, benefits under this Pension Plan are not subject to sale, assignment, alienation, attachment, lien, garnishment, levy, pledge, bankruptcy,

execution, or any other form of transfer. However, under certain circumstances, a court may award all or part of your benefit to a present or former spouse, child, or other dependent through a Qualified Domestic Relations Order (QDRO). A copy of the procedures governing QDROs is available from the Plan Administrator, without charge.

Top Heavy Rules

The IRS has certain rules to make sure that tax-qualified plans like the Pension Plan do not favor certain employees. Among these rules are provisions which apply if the plan becomes "top heavy." A plan is considered top heavy if the present value of accumulated benefits earned to date exceeds certain limits for key employees. In the unlikely event the Pension Plan becomes top heavy, you will be notified. In addition, the following provisions would apply:

- Vesting time periods would shorten
- Certain additional minimum benefits may be provided.

Participation is Not a Contract of Employment

Participation in the Pension Plan does not give you the right to continue your employment with Carilion, or the right to benefits except as outlined in the Pension Plan document. This summary of benefits is not a contract or guarantee of present or continued employment.

Social Security

Your benefits under the Pension Plan are in addition to your Social Security retirement benefits. Remember, both you and Carilion make equal contributions to Social Security through payroll taxes. You must be at least age 62 before Social Security payments can start.

If you were born before 1938, you may retire at age 65 with full Social Security benefits. If you were born on or after 1938, full Social Security benefits begin at a higher age. The following chart shows how this works.

Year of Birth	Age You Receive Full Benefits
1937 and earlier	65 years
1938	65 years, 2 months
1939	65 years, 4 months
1940	65 years, 6 months
1941	65 years, 8 months
1942	65 years, 10 months
1943-1954	66 years
1955	66 years, 2 months
1956	66 years, 4 months
1957	66 years, 6 months
1958	66 years, 8 months
1959	66 years, 10 months
1960 and later	67 years

Your actual Social Security benefit is based on your entire earnings history. For more information about your Social Security benefits or to obtain your Social Security salary history, contact the Social Security Administration online at www.ssa.gov or call 1-800-772-1213.

Other Important Information

This section provides additional information about the Pension Plan.

Amendment or Termination of the Pension Plan

Carilion intends to continue the Pension Plan described in this document, but reserves the right to amend, modify or terminate the plan at any time.

If the Pension Plan is terminated, the Pension Benefit Guaranty Corporation (PBGC) – a government agency – will need to review and approve Carilion’s actions prior to the allocation of any Pension Plan assets to provide benefits to employees. In addition, if Plan assets are not sufficient to provide such benefits, the PBGC insures or guarantees individual vested accrued benefits up to certain limits.

Taxes on Lump Sum Distributions

If you receive a lump sum from the plan, the IRS requires that 20% federal income tax be automatically withheld from your payment unless you request a direct rollover to a traditional Individual Retirement Account (IRA) or another eligible retirement plan. A direct rollover of all or part of a lump sum payment can only be made if the other plan's provisions accept direct rollovers.

If at your separation the present value of your benefit is greater than \$1,000 but not greater than \$5,000, your benefit will be rolled over automatically to an Individual Retirement Account designated by the Plan committee, unless you direct the Committee otherwise. (Note that your surviving spouse or alternate payee under a QDRO may also request a direct rollover to an IRA or eligible retirement plan.) If you are under age 59 ½ when payment is made, an additional 10% tax penalty may apply to any portion of the lump sum that is not directly rolled over to an IRA or other eligible retirement plan.

An eligible retirement plan includes a qualified plan of another employer, an annuity contract described under section 403(b) of the Internal Revenue Code (Code) or an eligible Code section 457(b) plan maintained by a governmental entity.

Guaranteeing Your Rights to a Benefit

Benefits under the Pension Plan, which is a defined benefit plan, are insured with the Pension Benefit Guaranty Corporation (PBGC). If the Pension Plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Generally, the PBGC guarantees most vested normal retirement benefits, early retirement benefits, and certain disability and survivor’s Retirements. However, the PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date the plan terminates. However, if the plan has been in effect less than five years before it terminates, or if the benefits have increased within the five years before plan termination, the whole amount of the plan's vested benefits or the benefit increase may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees. This ceiling is adjusted periodically.

For more information on PBGC insurance and its limits, contact the plan administrator (see page 26) or the PBGC at 1200 K Street, NW, Washington, DC 20005-4026. You can also reach the PBGC office of Communications by calling 202-326-4000, or obtain information online at www.pbgc.gov. 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.

Plan Funding

The Pension Plan is funded entirely by employer contributions.

Your Rights under ERISA

As a participant in the Pension Plan, you and your beneficiaries have certain rights and protections under federal law, as stated in the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and in regulations issued by the U.S. Department of Labor. These rights are outlined below.

Receive Information about your Plan and Benefits

ERISA provides that all Pension Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites, all documents governing the plan 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 Retirement and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.
- 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 Annual Funding Notice.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally, age 65) and if so, what your benefits would be at normal retirement age if you stop participating in the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to obtain full pension rights. This statement must be requested in writing and is not required to

be given more than once every 12 months. The statement must be provided free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon people who are responsible for the operation of the plan. The people who operate the plan are called “fiduciaries” of the plan and have a duty to do so prudently and in the best 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 retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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 Pension Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a 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 lose, the court may order you to pay the costs and fees, for example, if it finds your claim is frivolous.

Allocation of Fiduciary Responsibility

The Plan Administrator has full power and discretionary authority to administer the plan. This includes, but is not limited to, discretionary authority to determine all questions relating to eligibility to participate in, be covered by, and receive a benefit under the plan. With respect to certain of its benefit plans, the Plan Administrator has delegated its fiduciary authority for claim determination to the plan’s named claims administrator or plan insurer. In exercising its fiduciary responsibility, the claims administrator or Plan insurer has discretionary authority to make factual determination to determine with final authority whether or not, and to what extent, employees and their dependents are entitled to benefits, and to construe plan terms.

Any exercise of discretionary authority that has been granted to a plan fiduciary is final and binding on Carilion, participants, beneficiaries, and any other interested party.

Claims for Benefits, Denials and Appeals

In most cases, to receive or apply for benefits, you or your designated beneficiary must file a written claim with the Retirement Committee.

Under ERISA a claims administrator has 90 days to evaluate a claim, determine whether benefits will be paid, and provide written notice to you regarding the status of your claim.

If a claim for benefits under the plan is denied (or denied in part), you will be given notice of such denial within 90 days after receipt of the claim. If more time is needed to evaluate your claim, the claims administrator may take up to 90 additional days (180 total), provided you are notified of the delay and the reason more time is needed.

If Your Claim is Denied

If all or part of your claim for benefits is denied, you will receive written notification explaining:

- The reason the claim was denied, including references to specific plan provisions on which the denial was based
- Any additional material or information needed to support your claim
- How to request a review of the denied claim based on the provision of the plan.

Appeals to claim denials include denials based on your eligibility to participate in the plan. If you receive a claim denial, or if you think the amount you received is wrong, please follow the appeal procedures outlined below.

- Within 60 days of receiving notification of the denial, you (or your beneficiary) must submit a written request for reconsideration of your claim to the plan administrator. You have a right to review all relevant documents (including plan documents, contracts, policies, etc.) in preparing your appeal and to have a qualified person represent you during the appeal process. You have a right to request free copies of all documents, records and other information relevant to your claim.
- You can help your appeal by giving the reason you think there is an error. Also, whenever possible, send copies of any documents or records that support your appeal. Whether or not you can provide such additional information, your application will be thoroughly reconsidered after your appeal is received.
- Within 60 days of receiving your appeal, the Plan Administrator will review and answer your request in writing. The answer will state the specific reason for the decision, explaining the plan provisions on which it is based. The answer will also describe your rights to bring a civil action under ERISA if you do not agree with the decision. If the decision will take longer than the usual 60 days, you will be notified before the end of the original 60 day period with an explanation of the reason for the extension and the expected decision date. The review will not take longer than 120 days. If the decision on appeal is not provided within this 120-day period, your appeal will be deemed to have been denied. This decision will be final and binding on all parties, unless a court overrides this determination.

Assistance with Your Questions

If you have any questions about your Pension 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 or accessing its website at www.dol.gov/ebsa.

Specific Pension Plan Information

Plan Name: Retirement Plan of Carilion Clinic

Plan Number: 001

Type of Plan: Defined benefit pension plan.

Employer Identification Number: 54-1190771

Plan Year: October 1 to September 30

Plan Sponsor: Carilion Clinic
1212 Third Street, SW
Roanoke, VA 24016-3727
Telephone: 800-599-2537

Plan Administrator: Carilion Clinic
1212 Third Street, SW
Roanoke, VA 24016-3727
Telephone: 800-599-2537

A complete list of employers sponsoring the Pension Plan and information as to whether a particular employer is a sponsor is available to participants and beneficiaries upon written request.

Plan Trustee The Northern Trust Company
Benefit Payment Services
50 South LaSalle Street C2N
Chicago, Illinois 60603

Source of Contributions: Employer contributions.

Funding: All plan contributions are held in a trust fund whose sole purpose is the payment of plan benefits and certain plan expenses as permitted by the IRS.

Claims Administrator: Plan Administrator

**Agent for the Service of
Legal Process:** Carilion Clinic
Attention: Office of General Counsel
213 S. Jefferson, Suite 720
Roanoke, Virginia 24011

Definitions of Key Terms

Following are brief definitions of key terms as used in the Pension Plan.

Average Monthly Pay – The average of your monthly pay for the five highest consecutive plan years of Credited Service with Carilion or an affiliated employer. Average monthly pay is one of the factors used to calculate your retirement benefit.

Beneficiary – The person you name to receive applicable benefits after you die under the 50%, 66 2/3%, 75%, and 100% Joint and Survivor Annuity options, and 120 or 180 months certain payment options.

Break-in-Service – A plan year in which you do not complete at least 501 Hours of Service.

Covered Compensation – The average of the Social Security taxable wage bases in effect during the 35-year period ending in the year you reach Social Security retirement age. Covered compensation is one of the factors used to calculate your retirement benefit.

Credited Service – A Plan Year (Oct. 1 – Sept. 30) in which you work at least 1,000 hours. Credited service is one of the factors used to calculate your retirement benefit.

Delayed Retirement Benefit – Postponed payment of your retirement benefit beyond your normal retirement age as you continue to work for Carilion.

Disabled – Under the Pension Plan, "disabled" means you are totally incapacitated due to a long-term physical or mental illness or injury that makes you eligible to receive Social Security disability benefits.

Early Retirement Benefit – A reduced benefit, available beginning at age 55 once you have completed at least 10 years of Vesting Service.

ERISA – Employee Retirement Income and Security Act of 1974, as amended, which gives you and your beneficiaries certain rights and protections under pension plans.

Former Plan – Former plans that have merged with the Pension Plan are listed in the Addendums.

Hours of Service – Any hour for which you are paid, or entitled to payment, by Carilion.

Joint and Survivor Annuity – A reduced monthly benefit paid over your lifetime, with 50%, 66 2/3%, 75% or 100% (your choice) of your benefit continued to your surviving spouse or beneficiary after you die.

Life Only Annuity – Monthly retirement benefits paid throughout your lifetime. Benefits end once you die.

Lump Sum Benefit – A single payment of earned retirement benefits. The amount of your lump sum is equal to the present value of your accrued benefit at the date as of which the distribution is made. Once the lump sum is paid, no further benefits are payable from the Plan to you or on your behalf.

Life With 120 or 180 Guaranteed Payments – Payment options that guarantee at least 120 or 180 (your choice) monthly payments of your benefit. You will receive monthly benefits during your lifetime. If you die before you receive 120 or 180 payments, benefits will continue to your beneficiary until a total of 120 or 180 payments have been made. If your beneficiary dies, a lump sum equal to the value of any unpaid benefits will be paid to the estate of the beneficiary.

Normal Retirement Benefit – Full retirement benefits that begin upon your retirement at the later of age 65 or the first day of the plan year that includes the fifth anniversary of your participation in the Pension Plan (your normal retirement age).

Participant – An employee who meets the eligibility requirements to participate in the Pension Plan.

PBGC – Pension Benefit Guaranty Corporation, a government agency that insures and guarantees certain benefits under Pension Plans.

Plan Participation – You're automatically enrolled in the Pension Plan once you are at least age 21 and have completed at least 1,000 Hours of Service during your first 12 consecutive months of employment or during any subsequent plan year.

Plan Year – Oct. 1 through Sept. 30.

QDRO – A Qualified Domestic Relations Order is a court order for providing child support, alimony or marital property rights (including rights to a portion of a spouse's Retirement benefits) to a spouse, former spouse, child or other dependent.

Social Security – A federal program that provides certain benefits to U.S. workers, including retirement benefits. Both you and Carilion make equal contributions to Social Security through payroll taxes.

Spouse – Means the person to whom a Participant was legally married to throughout the twelve-month period ending on the earlier of the Participant's death or benefit commencement.

Vested Termination—Participant who separates from service after vested but before eligible to begin receiving monthly payments.

Vesting – Vesting means you have full rights to your retirement benefit, whether you retire or otherwise end your employment. You are vested in your Pension Plan benefit after you complete five years of Vesting Service with Carilion or upon reaching normal retirement age.

Vesting Service - A Plan Year (Oct. 1 – Sept. 30) in which you work at least 1,000 hours. Vesting Service may be granted to employees of an acquired entity in accordance with the provisions of Addendum #4, 6, 7, 8 or 9.

ADDENDUM 1

This addendum summarizes the plan provisions of the former Pension Plan for the Employees of Bedford County Memorial Hospital prior to the merger into the Retirement Plan of Carilion Health System on Oct. 1, 1992. If you were a *participant* in the former Pension Plan for the Employees of Bedford County Memorial Hospital on Sept. 30, 1992, special provisions apply in the calculation of your retirement benefit.

As of June 30, 2014 Bedford Memorial Hospital ceased to be a member of the Carilion Clinic control group and ceased participating in the pension plan. All service and earnings for employees of Bedford Memorial Hospital ceased on June 30, 2014.

Your total benefit from the Retirement Plan of Carilion Health System will be the greater of:

- a) your benefit under the Carilion formula using your total credited service, or
- b) the benefit you earned under the Pension Plan for the Employees of Bedford County Memorial Hospital as of Sept. 30, 1992, plus the benefit earned under the Carilion formula using your credited service after Sept. 30, 1992.

Former Plan	Pension Plan for the Employees of Bedford County Memorial Hospital (hereafter referred to as the “Plan”).
Plan Year	Oct. 1 to Sept. 30
Plan Eligibility	The first of the month coincident with or next following the later of age 21 and the completion of a twelve month period from your date of hire in which you complete 1,000 hours, or the first plan year in which you complete 1,000 hours.
Normal Retirement Age	Age 65
Credited Service	<p>You earn one year of credited service when you work at least 1,000 hours during a plan year as a participant.</p> <p>If you complete an hour of service on or after Oct. 1, 1992, your credited service will include all credited service from your date of hire in the calculation at the time of your termination or retirement.</p>
Compensation	Total earnings prior to withholdings, including overtime, bonuses, and commissions.
Average Compensation	1/12th times the average of the five highest consecutive plan years of credited service during the last ten years of credited service.

Normal Retirement Benefit

The formula for calculating a monthly benefit as of Sept. 30, 1992 is as follows:

.01 multiplied by your Average Compensation multiplied by your Credited Service calculated to your Normal Retirement Date up to 30 years, then multiplied by a fraction, where the numerator is your Credited Service as of Sept. 30, 1992 and the denominator is your Credited Service calculated up to your Normal Retirement Date.

Early Retirement

Age 55 and five years of credited service.

The early reduction is 5% per year and prorated for less than a full year.

Optional Forms of Benefit

The same optional forms of benefits described in the Summary Plan Description on page 14.

ADDENDUM 2

This addendum summarizes the plan provisions of the former Franklin Memorial Hospital Retirement Plan prior to the merger into the Retirement Plan of Carilion Health System on Oct. 1, 1992. If you were a *participant* in the former Franklin Memorial Hospital Retirement Plan, on Sept. 30, 1992, special provisions apply in the calculation of your retirement benefit.

Your total benefit from the Retirement Plan of Carilion Health System will be the greater of:

- a) your benefit under the Carilion formula using your total credited service, or
- b) the benefit you earned under the Franklin Memorial Hospital Retirement Plan as of Sept. 30, 1992, plus the benefit earned under the Carilion formula using your credited service after Sept. 30, 1992.

Former Plan	Franklin Memorial Hospital Retirement Plan (hereafter referred to as the “Plan”).
Plan Year	Jan. 1 to Dec. 31
Plan Eligibility	If you were hired on or after Jan. 1, 1977, your participation date would have been the Jan. 1 or July 1 coinciding with or next following the later of age 21 and the completion of a twelve month period from your date of hire in which you complete at least 1,000 hours.
Normal Retirement Age	Age 65
Credited Service	<p>If you were hired before Jan. 1, 1977, your credited service is calculated as continuous service from your date of hire through Dec. 31, 1976 rounded to the next full year, plus the total number of plan years after 1976 in which you were a participant and worked at least 1,000 hours in a plan year.</p> <p>If you were hired on or after Jan. 1, 1977, your credited service is the total number of plan years of participation in which you work at least 1,000 hours in a plan year.</p> <p>You will receive one year of credited service if you worked 750 hours during the nine month period beginning Jan. 1, 1992 and ending Sept. 30, 1992.</p>
Compensation	W-2 pay

ADDENDUM 2

- Average Compensation** 1/12th times the average of the five highest consecutive plan years of credited service during the last 10 years for the Average Compensation for the Dec. 31, 1988 minimum. For the Sept. 30, 1992 minimum, the Average Compensation is the 5 highest consecutive years of credited service.
- Primary Social Security** Your **estimated** Primary Social Security income is based on your earnings from Franklin Memorial Hospital and the Federal Social Security Act in effect Jan. 1, 1988. Your salary in the first complete calendar year you worked at Franklin Memorial is reduced six percent each year for years prior to your employment with Franklin Memorial Hospital to estimate earnings back to the year in which you attained age 22. Your calendar year earnings for 1988 are assumed to remain constant for all future years until you reach age 65. You may contact your Benefits Service Center for an estimate. You may also submit your actual social security earnings history to have an actual Primary Social Security income amount calculated.
- Normal Retirement Benefit** The formula for calculating a monthly benefit as of Sept. 30, 1992 is the greater of a) or b) below:
- a) Dec. 31, 1988 Minimum
- .02 multiplied by your Average Compensation multiplied by your credited service calculated to your Normal Retirement Date up to 20 years,
- plus,
- .01 multiplied by your Average Compensation, multiplied by your Credited Service calculated to your Normal Retirement Date in excess 20 years.
- Minus,
- .025 times your Primary Social Security Benefit multiplied by your Credited Service calculated to your Normal Retirement Date up to 20 years
- The total is then multiplied by a fraction, where the numerator is your Credited Service as of Dec. 31, 1988 and the denominator is your Credited Service calculated up to your Normal Retirement Date.
- b) Minimum at Sept. 30, 1992
- .0095 multiplied by your Average Compensation multiplied by your

ADDENDUM 2

Credited Service at Sept. 30, 1992, up to a maximum of 35 years,

plus,

.0065 multiplied by the difference in your Average Compensation and Covered Compensation, multiplied by your Credited Service as of Sept. 30, 1992, up to a maximum of 35 years.

Early Retirement

Age 55 and ten years of credited service.

The early reduction is one-fifteenth for each of the first five years and by one-thirtieth for each of the next five years. This reduction shall only apply to the a) formula shown above.

The early reduction factors described in the early reduction table on page 9 of the Summary Plan Description apply to the b) formula shown above.

Optional Forms of Benefit

The same optional forms of benefits described in the Summary Plan Description on page 14.

ADDENDUM 3

This addendum summarizes the plan provisions of the former Giles Memorial Hospital, Inc. Retirement Plan prior to the merger into the Retirement Plan of Carilion Health System on Oct. 1, 1992. If you were a *participant* in the former Giles Memorial Hospital, Inc. Retirement Plan on Sept. 30, 1992, special provisions apply in the calculation of your retirement benefit.

Your total benefit from the Retirement Plan of Carilion Health System will be the greater of:

- a) your benefit under the Carilion formula using your total credited service, or
- b) the benefit you earned under the Giles Memorial Hospital, Inc. Retirement Plan as of Sept. 30, 1992, plus the benefit earned under the Carilion formula using your credited service after Sept. 30, 1992.

Former Plan	Giles Memorial Hospital, Inc. Retirement Plan (hereafter referred to as the “Plan”).
Plan Year	Jan. 1 to Dec. 31
Plan Eligibility	Jan. 1st of the plan year in which you completed 1,000 hours in a twelve consecutive month period from your date of hire.
Normal Retirement Age	Age 65.
Credited Service	You earn one year of credited service when you work at least 1,000 hours during a plan year (Jan. 1 to Dec. 31). You will receive one year of credited service if you worked 750 hours during the nine month period beginning Jan. 1, 1992 and ending Sept. 30, 1992.
Compensation	Total compensation including bonuses, overtime, and commissions.
Covered Compensation	Same definition on page 6 of the Summary Plan Description.
Average Compensation	Average of the 60 consecutive calendar months of credited service. If less than 60 months, average over shorter period of credited service.
Primary Social Security	Your estimated Primary Social Security income is based on your earnings from Giles Memorial Hospital and the Federal Income Security Act in effect Jan. 1, 1988. Earnings for years prior to your employment with Giles are projected back to the year in which you attained age 22 by decreasing the earnings in your first calendar year of employment by 6% each year. No earnings are projected into the future. You may contact your Benefits Service Center for an estimate. You may also submit your actual social security earnings history to have an actual Primary Social Security income amount calculated.

ADDENDUM 3

Normal Retirement Benefit

The formulas for calculating a monthly benefit as of Sept. 30, 1992 are as follows:

The greater of a) Dec. 31, 1988 Minimum or b) Sept. 30, 1992 Minimum:

a) Dec. 31, 1988 Minimum:

.4 multiplied by your Average Compensation up to Dec. 31, 1988

minus

.5 multiplied by your Primary Social Security Benefit

The total is then multiplied by a fraction, where the numerator is your credited Service at Dec. 31, 1988, up to 30 years, and the denominator is 30.

b) Sept. 30, 1992 Minimum:

.007 multiplied by your Average Compensation up to \$833.33 multiplied by your Credited Service at Sept. 30, 1992, up to a maximum of 30 years,

plus,

.12 multiplied by the difference of your Average Compensation and \$833.33, multiplied by your Credited Service as of Sept. 30, 1992, up to a maximum of 30 years.

The total is multiplied by the Straight Life Conversion Factor (converts the total benefit which is a Ten Year Certain and Life benefit to a Straight Life).

<u>Age</u>	<u>Conversion Factor</u>
55	1.0318
56	1.0354
57	1.0395
58	1.0441
59	1.0493
60	1.0551
61	1.0617
62	1.0690
63	1.0771
64	1.0862
65	1.0962

ADDENDUM 3

Early Retirement

Age 55 and 10 years of credited service.

The early reduction for the accrued benefit as of September 30, 1992 is one-fifteenth for each of the first five years and by one-thirtieth for each of the next five years.

The early reduction for benefits accrued after October 1, 1992 is the same as the early reduction table on page 9 of the Summary Plan Description.

Optional Forms of Benefit

The same optional forms of benefits described in the Summary Plan Description on page 14.

ADDENDUM 4

This addendum summarizes the plan provisions of the former Pension Plan for the Employees of Radford Community Hospital, Inc., prior to the merger into the Retirement Plan of Carilion Health System on Oct. 1, 1992. If you were a *participant* in the Pension Plan for the Employees of Radford Community Hospital, Inc., on Sept. 30, 1992, special provisions apply in the calculation of your retirement benefit.

Effective Sept. 30, 1997, if you were under the age of 55, you automatically came under the Retirement Plan of Carilion Health System for the calculation of benefits earned on and after Oct. 1, 1997. Your total benefit from the Retirement Plan of Carilion Health System will be the greater of:

- a) your benefit under the Carilion formula using your total credited service, or
- b) your benefit under the Radford formula using your credited service as of Sept. 30, 1997 under the Radford formula, or
- c) the benefit you earned under the Radford plan as of Sept. 30, 1997, plus the benefit earned under the Carilion formula using your credited service after Sept. 30, 1997.

Effective Sept. 30, 1997, if you were *over the age of 55*, you were given the option to have your benefits calculated under the formula shown above or to remain under the provisions of the Pension Plan for Employees of Radford Community Hospital, Inc. and your benefits would be the greater of:

- a) your benefit under the Radford formula using your total credited service, or
- b) the benefit you earned under the Radford plan as of Sept. 30, 1992, plus the benefit earned under the Carilion formula using your credited service after Sept. 30, 1992.

Former Plan	Pension Plan for the Employees of Radford Community Hospital, Inc. (hereafter referred to as the “Plan”).
Plan Year	Apr. 1 to Mar. 31
Plan Eligibility	The day you reach age 21 and you complete 1,000 hours of service during your first twelve (12) consecutive months of employment or during any calendar year (Jan. 1 to Dec. 31).
Normal Retirement Age	For participants who entered the Plan on or after Apr. 1, 1988, the later of age 65 or the fifth anniversary of the date you began participating in the Plan. For participants who entered the Plan before Apr. 1, 1988, age 65.
Credited Service	If you were hired before Jan. 1, 1976, your credited service is calculated as years and completed months from your date of hire to Dec. 31, 1975. After Jan. 1, 1976, you earn one year of credited service when you work at least 1,000 hours during a plan year (Jan. 1 to Dec. 31). You will receive one year of credited service if you worked 750 hours during the nine month period beginning Jan. 1, 1992 and ending Sept. 30, 1992.

ADDENDUM 4

Participation Service

If you were hired before Jan. 1, 1976, your credited service is calculated as years and completed months from your date of participation to Dec. 31, 1975. After Jan. 1, 1976, you earn one year of credited service in which you were a participant and you have worked at least 1,000 hours during a plan year (Jan. 1 to Dec. 31).

Years of participation for participants who entered the Plan before Apr. 1, 1985, shall be calculated as if the minimum age for plan participation had always been age 21.

You will receive one year of credited service if you worked 750 hours during the nine month period beginning Jan. 1, 1992 and ending Sept. 30, 1992.

Compensation

W-2 pay

Average Compensation

1/12th times the average of the five highest consecutive plan years of credited service during the last 10 years of service.

Normal Retirement Benefit

The greater of a) your accrued benefit at Sept. 30, 1997, b) your accrued benefit under the Carilion formula at your date of termination, c) your accrued benefit at Sept. 30, 1997 plus the benefit earned under the Carilion formula using your credited service, or d) \$25.00:

Step 1 – determine your accrued benefit at Sept. 30, 1997. This is the greater of a) your minimum accrued benefit at Apr. 1, 1989 b) your minimum accrued benefit at Sept. 30, 1992, c) your minimum accrued benefit at Sept. 30, 1992 plus your credited service after Sept. 30, 1992 through Sept. 30, 1997 using the Carilion formula, or d) all service through Sept. 30, 1997 using the Radford formula.

a) Minimum at Apr. 1, 1989:

.0075 multiplied by your Average Compensation as of Apr. 1, 1989 multiplied by your Credited Service calculated to your Normal Retirement Date up to a maximum of 35 years.

Plus

.01 multiplied by the difference in your Average Compensation as of Apr. 1, 1989 and \$400 then multiplied by your Credited Service calculated to your Normal Retirement Date up to a maximum 35 years.

The total is then multiplied by a fraction, where the numerator is your Participation Service as of Apr. 1, 1989 and the denominator is your

ADDENDUM 4

Participation Service calculated up to your Normal Retirement Date.

b) Minimum at Sept. 30, 1992:

.011 multiplied by your Average Compensation at Sept. 30, 1992 multiplied by your Credited Service calculated to your Normal Retirement Date up to a maximum of 35 years.

plus,

.0065 multiplied by the difference in your Average Compensation at Sept. 30, 1992 and \$400, multiplied by your Credited Service calculated to your Normal Retirement Date up to a maximum of 35 years.

The total is then multiplied by a fraction, where the numerator is your Participation Service as of Sept. 30, 1992 and the denominator is your Participation Service calculated up to your Normal Retirement Date.

c) Transitional Benefit at Sept. 30, 1997:

Your Sept. 30, 1992 accrued benefit multiplied by a fraction, the numerator is your Average Compensation as of Sept. 30, 1997 and the denominator is your Average Compensation as of Sept. 30, 1992.

Plus

.0095 multiplied by your Average Compensation multiplied by your Credited Service from Oct. 1, 1992 to Sept. 30, 1997 up to a maximum of 35 years,

plus,

.0065 multiplied by the difference in your Average Compensation and Covered Compensation, multiplied by your Credited Service from Oct. 1, 1992 to Sept. 30, 1997 up to a maximum of 35 years.

d) All credited service at Sept. 30, 1997 using the Radford formula:

.011 multiplied by your Average Compensation at Sept. 30, 1997 multiplied by your Credited Service calculated to your Normal Retirement Date up to a maximum of 35 years.

plus,

.0065 multiplied by the difference in your Average Compensation at Sept. 30, 1997 and \$400, multiplied by your Credited Service calculated to your Normal Retirement Date up to a maximum of 35 years.

ADDENDUM 4

The total is then multiplied by a fraction, where the numerator is your Participation Service as of Sept. 30, 1997 and the denominator is your Participation Service calculated up to your Normal Retirement Date.

e) \$25.00

The greater of a) b) c) d) or e) is your Sept. 30, 1997 accrued benefit.

Step 2 – Calculate f) using all your credited service and the Carilion formula, g) your Sept. 30, 1997 minimum as calculated in Step 1 plus your benefit using service from Oct. 1, 1997 to your date of termination and the Carilion formula.

f) .0095 multiplied by your Average Compensation multiplied by your Credited Service at your termination date up to a maximum of 35 years,

plus,

.0065 multiplied by the difference in your Average Compensation and Covered Compensation, multiplied by your Credited Service at your termination date up to a maximum of 35 years.

g) Your accrued benefit at Sept. 30, 1997 plus

.0095 multiplied by your Average Compensation multiplied by your Credited Service from Oct. 1, 1997 to your termination date, not to exceed the excess of 35 years minus service as of Sept 30, 1997,

plus,

.0065 multiplied by the difference in your Average Compensation and Covered Compensation, multiplied by your Credited Service from Oct. 1, 1997 to your termination date, not to exceed the excess of 35 years minus service as of Sept 30, 1997.

Your total accrued benefit will be the greater of 1) your Sept. 30, 1997 accrued benefit, or 2) the greater of the two benefits calculated in f) or g) in Step 2.

If you were *over the age of 55*, you were given the option to have your benefits calculated under the formula shown above or to remain under the provisions of the Pension Plan for Employees of Radford Community Hospital, Inc. and your benefits would be the greater of:

h) your benefit under the Radford formula using your total credited

ADDENDUM 4

- service, or
- i) The benefit you earned under the Radford plan as of Sept. 30, 1992, plus the benefit earned under the Carilion formula using your credited service after Sept. 30, 1992.

Early Retirement

Age 55 and five years of credited service.

The following table shows what percentage of your calculated benefit you'll receive based on your age at early retirement. The percentages apply to benefits earned up to Sept. 30, 1992:

<u>Age at Commencement</u>	<u>Benefit Percentage</u>
55	.48
56	.52
57	.57
58	.61
59	.65
60	.69
61	.73
62	.76
63	.84
64	.92
65	1.000

Optional Forms of Benefit

The same optional forms of benefits described in the Summary Plan Description on page 14.

ADDENDUM 5

This addendum summarizes the plan provisions of the former Employees' Pension Plan of Community Hospital of Roanoke Valley prior to the merger into the Retirement Plan of Carilion Health System on Oct. 1, 1992. If you were a *participant* in the former Employees' Pension Plan of Community Hospital of Roanoke Valley on Sept. 30, 1992, special provisions apply in the calculation of your retirement benefit.

Your total benefit from the Retirement Plan of Carilion Health System will be the greater of:

- a) your benefit under the Carilion formula using your total credited service, or
- b) the benefit you earned under the Employees' Pension Plan of Community Hospital of Roanoke Valley as of Sept. 30, 1992, plus the benefit earned under the Carilion formula using your credited service after Sept. 30, 1992.

Former Plan	Employees' Pension Plan of Community Hospital of Roanoke Valley (hereafter referred to as the "Plan").
Plan Year	Jan. 1 to Dec. 31
Plan Eligibility	Jan. 1st of the plan year coincident with or next following your employment date as an employee (expected to work 1,000 hours in a plan year).
Normal Retirement Age	The later of age 65 or the fifth anniversary of the date you began participating in the Plan.
Credited Service	You earn one year of credited service when you work at least 1,000 hours during a plan year (Jan. 1 to Dec. 31). You will receive one year of credited service if you worked 750 hours during the nine month period beginning Jan. 1, 1992 and ending Sept. 30, 1992.
Compensation	W-2 pay, but excluding bonuses and commissions.
Covered Compensation	Same definition on page 6 of the Summary Plan Description.
Average Compensation	1/12th times the average of the five highest consecutive plan years of credited service. Use only years with 12 months (no partial years except for the short plan year). If less than five years of credited service, average over shorter period of credited service.
Primary Social Security	Your estimated Primary Social Security income is based on your earnings from Community Hospital and the Federal Social Security Act in effect Jan. 1, 1991. Your salary in the first complete calendar year you worked at Community Hospital is reduced in proportion to the increase in the US average wage to estimate earnings for years prior to your employment with Community Hospital back to the year in which you attained age 22. Your calendar year earnings for 1991 are assumed to remain constant for all future years until you reach age 65. You may contact your Benefits Service Center for an estimate. You may also

ADDENDUM 5

submit your actual social security earnings history to have an actual Primary Social Security income amount calculated.

Normal Retirement Benefit

The formulas for calculating a monthly benefit as of Sept. 30, 1992 are as follows:

The greater of a) or b) is your accrued benefit at Sept. 30, 1992:

a) Minimum at Dec. 31, 1991, \$25.00 or:

.02 multiplied by your Average Compensation multiplied by your Credited Service calculated to your Normal Retirement Date up to 20 years

plus

.01 multiplied by your Average Compensation multiplied by your Credited Service calculated to your Normal Retirement Date in excess of 20 years

minus

.025 times your Primary Social Security Benefit multiplied by your Credited Service calculated to your Normal Retirement Date up to 20 years

The total is then multiplied by a fraction, where the numerator is your Credited Service as of Dec. 31, 1991 and the denominator is your Credited Service calculated up to your Normal Retirement Date.

b) Minimum at Sept. 30, 1992, \$25.00 or

.0095 multiplied by your Average Compensation multiplied by your Credited Service at Sept. 30, 1992, up to a maximum of 35 years,

plus,

.0065 multiplied by the difference in your Average Compensation and Covered Compensation, multiplied by your Credited Service as of Sept. 30, 1992, up to a maximum of 35 years.

Early Retirement

Age 55 and 10 years of credited service.

The early reduction is one-fifteenth for each of the first five years and by one-thirtieth for each of the next five years. This reduction shall only

ADDENDUM 5

apply to the a) formula shown above.

The early reduction on b) shown above is the same as the early reduction table on page 9 of the Summary Plan Description.

Optional Forms of Benefit

The same optional forms of benefits described in the Summary Plan Description on page 14.

ADDENDUM 6

This addendum summarizes the plan provisions of the former Pension Plan for the Employees of St. Albans Psychiatric Hospital, Inc., prior to the merger into the Retirement Plan of Carilion Health System on Oct. 1, 1993. If you were a *participant* in the Pension Plan for the Employees of St. Albans Psychiatric Hospital, Inc., on Sept. 30, 1993, special provisions apply in the calculation of your retirement benefit.

Your total benefit from the Retirement Plan of Carilion Health System will be the greater of:

- a) your benefit under the Carilion formula using your total credited service, or
- b) the benefit you earned under the St. Albans plan as of Sept. 30, 1993, plus the benefit earned under the Carilion formula using your credited service after Sept. 30, 1993.

Former Plan	St. Albans Psychiatric Hospital, Inc.
Plan Year	Jan. 1 to Dec. 31
Plan Eligibility	First of the month coinciding with or next following the date you complete 1000 hours of service during your first twelve (12) consecutive months of employment or during any plan year (Jan. 1 to Dec. 31).
Normal Retirement Age	Age 65
Credited Service	If you were hired before Jan. 1, 1976, your credited service is calculated as years and completed months from your date of hire to Dec. 31, 1975. After that date, you earn 1 year of credited service when you work at least 1,000 hours during a plan year (Jan. 1 to Dec. 31).
Compensation	W-2 pay (including bonuses)
Average Compensation	The average of actual earnings beginning Jan. 1, 1987 for each plan year you work at least 1,000 hours and projected earnings from your termination date to your normal retirement date. Projected earnings are determined as if you continued to earn the same annual pay as the last full year of earnings preceding your termination date.
Normal Retirement Benefit	<p>The formula for calculating a monthly benefit as of Sept. 30, 1993 is as follows:</p> <p>.011 multiplied by your Average Compensation multiplied by your credited service calculated to your Normal Retirement Date,</p> <p>plus,</p> <p>.0065 multiplied by the difference of your Average Compensation less \$8,000, multiplied by your Credited Service calculated to your Normal Retirement Date up to a maximum of 35 years.</p>

ADDENDUM 6

The total is then multiplied by a fraction, where the numerator is your credited service as of Sept. 30, 1993 and the denominator is credited service calculated up to your Normal Retirement Date. Divide this total by 12 for a monthly benefit.

Early Retirement

The following table shows what percentage of your calculated benefit you'll receive based on your age at early retirement. The percentages apply to benefits earned up to Sept. 30, 1993:

<u>Age at Commencement</u>	<u>Benefit Percentage</u>
55	.486
56	.529
57	.567
58	.600
59	.633
60	.667
61	.714
62	.769
63	.846
64	.923
65	1.000

Optional Forms of Benefit

The former Pension Plan for the Employees of Saint Albans Psychiatric Hospital, Inc. had a lump sum optional form of benefit. This optional form is a protected benefit and when you start your retirement benefits, you may elect to receive a lump sum payment of the benefit you earned up to Sept. 30, 1993. Rule of 80 is not a provision of the former Pension Plan for the Employees of Saint Albans Psychiatric Hospital, Inc. and is not applicable to the lump sum optional form of benefit.

If you are married, the remaining portion of your benefits will be paid under the 50% Joint and Survivor Option. If you are not married, the remaining benefit will be paid under the Life Only optional form.

Other optional forms of payments are available if the lump sum option is not elected (see Optional Forms of Payment under the main Summary Plan Description on page 14).

ADDENDUM 7

This addendum summarizes the special plan provisions if an Employer is acquired on or after Feb. 24, 1992 as listed on Exhibit I.

Former Plan	No former plan.
Plan Year	Oct. 1 to Sept. 30
Plan Eligibility	The first of the month coincident with or next following the later of age 21 and the completion of 1,000 hours during your first 12 months of employment or during any subsequent year. Your employment beginning with your most recent date of hire or rehire date with the acquired Employer will count towards satisfying the plan eligibility requirements.
Normal Retirement Age	Later of age 65 or the first day of the plan year that includes the fifth anniversary of your participation in the Retirement Plan of Carilion Health System. Your employment beginning with your most recent date of hire or rehire date with the acquired Employer will count towards satisfying the plan <i>eligibility requirements</i> for Normal Retirement Age.
Credited Service	<p>For Benefit Accrual: A plan year in which you work and are paid for at least 1,000 hours. Benefit accruals will normally start from the date of acquisition of your prior employer.</p> <p>For Vesting: Your employment beginning with your most recent date of hire or rehire with the acquired Employer will be recognized for <i>determining eligibility</i> for a vested benefit.</p>
Compensation	W-2 (including overtime, bonuses, and commissions).
Average Compensation	1/12th times the average of the five highest consecutive plan years of credited service.
Normal Retirement Benefit	Same formula on page 5 of the Summary Plan Description. Credited Service would only include the plan years of 1,000 hours after the acquisition date of the Employer.
Early Retirement	<p>Age 55 and 10 years of service.</p> <p>The early reduction is shown in the table on page 9 of the Summary Plan Description. Your employment beginning with your most recent date of hire or rehire date with the acquired Employer will count towards satisfying the plan <i>eligibility requirements</i> for Early Retirement.</p>

ADDENDUM 7

However, it will *not count* towards the eligibility for Rule of 80.

Disability Retirement

Your employment beginning with your most recent date of hire or rehire date with the acquired Employer will count towards satisfying the plan *eligibility requirements* for Disability Retirement.

Optional Forms of Benefit

The same optional forms of benefits described in the Summary Plan Description on page 14.

ADDENDUM 7

	<u>CHC PRACTICE NAME</u>	<u>Acquisition Date</u>
1	CARILION FAMILY MEDICINE-ASSOCIATED PHYSICIANS	7/23/1996
2	CARILION FAMILY MEDICINE-CHARLES BETHEA, M.D.	7/11/1996
3	CARILION FAMILY MEDICINE-BLACKSBURG FAMILY PRACTICE SERVICE CO	7/10/1995
4	CARILION FAMILY MEDICINE-DALEVILLE	7/1/1998
5	CARILION FAMILY MEDICINE-BRAMBLETON	7/30/1996
6	CARILION FAMILY MEDICINE-BRIDGEWATER	7/22/1996
7	CARILION FAMILY MEDICINE-BUCHANAN	11/17/1994
8	CARILION FAMILY MEDICINE-BURNT CHIMNEY	7/8/1996
9	CARILION FAMILY MEDICINE-CEDAR RIDGE	7/24/1996
10	CARILION FAMILY MEDICINE-CHRISTIANSBURG	12/1/1995
11	CARILION FAMILY MEDICINE-COLONIAL AVENUE	7/29/1996
12	CARILION FAMILY MEDICINE-FLOYD	9/1/1988
13	CARILION FAMILY MEDICINE-FORT DEFIANCE	8/9/1996
14	CARILION FAMILY MEDICINE-GLADE HILL (WAS GLADE HILL CLINIC-DR FRANK DUDLEY)	3/1/1988
15	CARILION FAMILY MEDICINE-SINCLAIR J. HARCUS	7/11/1996
16	CARILION FAMILY MEDICINE-DRS. HARPER, MCNETT & PARKVIEW	8/29/1996
17	CARILION FAMILY MEDICINE-WILLIAM HENDRICKS, M.D. SERVICE CO	7/15/1996
18	CARILION FAMILY MEDICINE-HILLSVILLE	5/18/1989
19	CARILION FAMILY MEDICINE-DAVID HUDGINS, M.D. SERVICE CO.	7/15/1996
20	CARILION FAMILY MEDICINE-DRS. LEE, KINCAID & KELLY	9/16/1996
21	CARILION FAMILY MEDICINE-DRS. LENKER & CHERNOFF	7/31/1996
22	CARILION FAMILY MEDICINE-NORTH MAIN	7/15/1996
23	CARILION FAMILY MEDICINE-NORTH ROANOKE	2/23/1992
24	CARILION FAMILY MEDICINE-PARK VIEW	7/23/1996
25	CARILION FAMILY MEDICINE-PARKWAY	7/9/1996
26	CARILION FAMILY MEDICINE-PHYSICIAN ASSOCIATES OF BEDFORD	10/14/1995
27	CARILION FAMILY MEDICINE-PHYSICIAN TO FAMILIES	7/30/1996
28	CARILION FAMILY MEDICINE-BLACKSBURG	1/19/1998
29	CARILION FAMILY MEDICINE-ROANOKE SALEM CLINIC	7/1/1997
30	CARILION FAMILY MEDICINE-LUCIAN ROBINSON, MD SERVICE CO	7/16/1996
31	CARILION FAMILY MEDICINE-ROCKY MOUNT	7/8/1996
32	CARILION FAMILY MEDICINE-SALEM	6/30/1993
33	CARILION FAMILY MEDICINE-DRS. SCHUBERT, MARSH & PENCE	7/18/1996
34	CARILION FAMILY MEDICINE-SHENANDOAH	7/17/1996
35	CARILION FAMILY MEDICINE-GAIL STONE, MD	8/16/1993
36	CARILION FAMILY MEDICINE-CHAD THOMPSON, MD	7/15/1996
37	CARILION FAMILY MEDICINE-VALLEY PHYSICIANS	7/24/1996
38	CARILION FAMILY MEDICINE-WEYERS CAVE	7/22/1996
39	CARILION FAMILY MEDICINE-WOLFE MEDICAL ASSOCIATES	3/1/1996
40	CARILION FAMILY MEDICINE-WYTHEVILLE	8/31/1995

ADDENDUM 7

41	CARILION FAMILY & INTERNAL MEDICINE BLUE RIDGE HEALTH ASSOC GALAX	7/31/1996
42	CARILION FAMILY & INTERNAL MEDICINE-BOONES MILL	7/8/1996
43	CARILION FAMILY & INTERNAL MEDICINE-DUBLIN	7/28/1995
44	CARILION FAMILY & INTERNAL MEDICINE-FAIRLAWN	4/3/1995
45	CARILION FAMILY & INTERNAL MEDICINE-SOUTHWEST	7/8/1996
46	CARILION GYNECOLOGY-A GIBSON DAVIS, MD	7/26/1996
47	CARILION INTERNAL MEDICINE-LINDA BUCHANAN, MD	7/11/1996
48	CARILION INTERNAL MEDICINE-JEFFERSON PLAZA	3/1/1997
49	CARILION INTERNAL MEDICINE-DRS. PRINCE & EASON, MARTINSVILLE	7/10/1996
50	CARILION INTERNAL MEDICINE-RADFORD	9/18/1995
51	CARILION INTERNAL MEDICINE-DRS ZIMMER & LEWIS	7/10/1996
52	CARILION OB/GYN & FAMILY MEDICINE-BLUE RIDGE MEDICAL CTR	6/1/1998
53	CARILION OBSTETRICS & GYNECOLOGY-LEXINGTON	1/25/1996
54	CARILION OBSTETRICS & GYNECOLOGY-ROANOKE	7/29/1996
55	CARILION PEDIATRIC MEDICINE-PEDIATRIC ASSOC OF THE ROANOKE VALLEY	6/30/1995
56	CARILION URGENT CARE-BLACKSBURG	7/16/1996
57	CARILION URGENT CARE-HARRISONBURG	7/1/1997
58	CARILION URGENT CARE-NORTH ROANOKE	2/23/1992
59	CARILION URGENT CARE-RADFORD	9/16/1996
60	CARILION URGENT CARE-VINTON	7/1/1990
61	CARILION FAMILY MEDICINE-PEARISBURG	8/2/1999
62	CARILION FAMILY MEDICINE-SHAWSVILLE	6/21/1999
63	CARILION BLUE RIDGE MEDICAL CENTER	7/1/1998
64	CARILION OB/GYN ROANOKE (DR MOFFITT)	9/1/1999
65	ROANOKE INTERNAL MEDICINE (JOHN F GAYLORD III)	10/1/1992
66	INTERNAL MEDICINE PHYSICIANS OF SW VA (JOHNSON & MALPASS)	6/1/1995
67	CARILION INTERNAL MEDICINE-CHARLES HILES MD	3/1/1996
68	INTERNISTS, INC (HADDON C ALEXANDER III)	3/1/1997
69	PHYSICIAN PRACTICE GROUP PC	8/1/1989
70	CARILION FAMILY MEDICINE-RADFORD	9/16/1996
71	CARILION INTERNAL MEDICINE-ROCKY MT	5/1/2001
72	CARILION MEDICAL ASSOCIATES-ROCKY MT	5/1/2001
73	CARILION SURGICAL CARE-RADFORD	8/31/2001
74	CARILION PEDIATRIC MEDICINE (PEDIATRIC ASSOC-BEDFORD, JOHN MOORE)	3/10/2002
75	CARILION PEDIATRIC MEDICINE-PEDIATRIC ASSOC- BOTETOURT	4/14/2002
76	CARILION SURGICAL CARE-PEARISBURG	7/1/2002
77	CARILION SURGICAL CARE-ROCKY MOUNT	7/17/2002
78	CARILION ORTHOPEDIC SURGERY-BEDFORD	10/1/2002
79	CARILION INTERNAL MEDICINE-BEDFORD	10/1/2002
80	CARILION SURGICAL CARE-BLACKSBURG	11/25/2002
81	CARILION DERMATOLOGY & SKIN CARE CENTER-VINTON	1/6/2003
82	GENERAL SURGERY-BEDFORD	2/1/2003

ADDENDUM 7

83	ORTHOPEDIC SURGERY OF BEDFORD	2/1/2003
84	CARILION FAMILY MEDICINE-GILES COUNTY PEARISBURG & NARROWS	3/1/2003
85	OB/GYN OF BEDFORD	4/1/2003
86	CARILION SURGICAL CARE-CHRISTIANSBURG	4/1/2003
87	CARILION FAMILY MEDICINE-GILES COUNTY	5/1/2003
88	CARILION SURGICAL CARE-BRAMBLETON (COLONIAL SURGICAL ASSOC)	6/1/2003
89	CARILION NEUROSURGICAL CARE-ROANOKE	9/1/2003
90	CARILION CARDIOLOGY ASSOCIATES-MARTINSVILLE	9/15/2003
91	CARILION OB/GYN ASSOCIATES-ROCKY MOUNT	10/1/2003
92	CARILION OB/GYN ASSOCIATES-BLACKSBURG	4/16/2004
93	SATELLITE OFFICE CARILION NEUROSURGICAL CARE-NRV	4/1/2004
94	CARILION GYN ONCOLOGY ASSOCIATES-ROANOKE	4/19/2004
95	CARILION INTERNAL MEDICINE-WESTLAKE	8/1/2004
96	NORTH ROANOKE FAMILY MEDICINE (PHYSICIANS CARE OF VA)	11/1/2004
97	GENERAL SURGERY OF BEDFORD	3/3/2005
98	CARILION SURGICAL CARE-OLD SOUTHWEST	6/25/2003
99	CARILION PULMONOLOGY ASSOCIATES NEW RIVER VALLEY	7/1/2005
100	CARILION GYN ASSOCIATES-PLANTATION ROAD	6/1/2005
101	CARILION GASTROENTEROLOGY ASSOC-MARTINSVILLE	1/17/2005
102	CARILION SURGICAL CARE-MARTINSVILLE	6/1/2004
103	CARILION GILES HOSPITALIST	4/1/2005
104	CARILION URGENT CARE-ROANOKE	1/31/2005
105	NEW RIVER VALLEY GASTROENTEROLOGY, P.C.	5/3/2006
106	CARDIOVASCULAR SURGICAL ASSOCIATES	3/27/2006
107	CARILION CLINIC OTOLARYNGOLOGY	3/1/2007
108	TAZEWELL COMMUNITY HOSPITAL	7/1/2008
109	DR. EUGENE LOWE, JR. MDPC, GENERAL SURGERY	10/1/2008
110	LXINGTON INTERNISTS, P.C.	3/1/2009
111	CONSULTANTS IN CARDIOLOGY	1/1/2009
	Employees who worked for the Corporation but were not vested at the time of their termination and became employed by Consultants In Cardiology without a break in continuous service, will receive credit for service from their most recent date of hire or rehire with the Corporation for eligibility, participation, Vesting Service and determining whether a participant has satisfied requirements for disability retirement date and early retirement date, but not for Credited Service or rule of 80.	
112	ROANOKE ORTHOPAEDIC CENTER	4/1/2010
	For purposes of his Addendum, employees of Sodexho, Inc. on May 24, 2008 who became Employees of the Corporation on May 25, 2008 will be treated as though Sodexho, Inc. was an acquired Employer with an acquisition date of May 25, 2008.	
113	VIRGINIA HIGHLAND ORTHOPEDIC SPINE (VHOS)	1/1/2010
114	DUBLIN FAMILY PRACTICE	8/1/2011
115	CARILION CLINIC CARDIOLOGY	10/1/2011
116	HEART SPECIALIST OF SOUTHWEST VIRGINIA	1/31/2012
117	ROCKBRIDGE SURGICAL CLINIC (DR. SEDOVY)	1/30/2012

ADDENDUM 7

118	VALLEY GASTROENTEROLOGY OF SOUTHWEST VIRGINIA	9/8/2013
119	LEXINGTON ORTHOPEDIC & SPORTS MEDICINE (DR. HEMPHILL)	11/4/2013
120	UROLOGY ASSOCIATES OF NEW RIVER VALLEY, PC	9/8/2014
121	ROBERT M. PICKRAL MD & DAVID A. ELLINGTON MD. PARTNERS	5/18/2015
122	GASTROINTESTINAL ASSOCIATES, INC.	6/1/2015
123	FAIRFIELD MEDICAL ASSOCIATES, P.C.	6/1/2015
124	PRIMARY CARE ASSOCIATES, INC.	7/17/2015

ADDENDUM 7 – Part 2

This addendum summarizes the special plan provisions for the Employees of Emergency Room Associates. Emergency Room Associates was acquired Jan. 1, 1994.

Former Plan	No former plan.
Plan Year	Effective Jan. 1, 1994, Plan Year means the nine month period beginning on Jan. 1, 1994 and ending on Sept. 30, 1994. Commencing Oct. 1, 1994, the Plan Year will be as defined in the Summary Plan Description (Oct. 1 to Sept. 30).
Plan Eligibility	Employees hired on or before Jan. 1, 1994 shall become Participants in the Retirement Plan of Carilion Health System on Jan. 1, 1994.
Normal Retirement Age	Later of age 65 or the fifth anniversary of your participation in the Retirement Plan of Carilion Health System. Your employment beginning with your most recent date of hire or rehire date with Emergency Room Associates will count towards satisfying the plan <i>eligibility requirements</i> for Normal Retirement Age.
Credited Service	<p>For Benefit Accrual: Credited Service shall commence on Jan. 1, 1994. A participant shall be credited with a year of credited service for the period commencing Jan. 1, 1994 and ending Sept. 30, 1994 provided they have completed at least 750 hours during such period.</p> <p>For Vesting: All period of employment with Emergency Room Associates, Inc. prior to Jan. 1, 1994 shall be recognized for <i>determining eligibility</i> for a vested benefit. A participant shall be credited with a year of credited service for the period commencing Jan. 1, 1994 and ending Sept. 30, 1994 provided they have completed at least 750 hours during such period.</p>
Compensation	W-2 (including overtime, bonuses, and commissions).
Average Compensation	1/12th times the average of the five highest consecutive plan years of credited service.
Normal Retirement Benefit	Same formula on page 5 of the Summary Plan Description. Credited Service would only include the plan years of 1,000 hours after Jan. 1, 1994.
Early Retirement	Age 55 and 10 years of service.
	The early reduction is the table shown on page 9 of the Summary Plan Description. Your employment beginning with your most recent date of hire or rehire date with the acquired Employer will count towards

ADDENDUM 7 – Part 2

satisfying the plan *eligibility requirements* for Early Retirement. However, it will ***not count*** towards the eligibility for Rule of 80.

Disability Retirement

All periods of employment with Emergency Room Associates, Inc. prior to Jan.1, 1994 shall be recognized for *determining eligibility* for a disability benefit.

Optional Forms of Benefit

The same optional forms of benefits described in the Summary Plan Description on page 14.

ADDENDUM 8

This addendum summarizes the plan provisions applicable to the employees of Stonewall Jackson Hospital employed as of Jan. 1, 2006, the date of acquisition of Stonewall Jackson Hospital by Carilion Health System. Special provisions apply to the calculation of your benefits.

Plan Eligibility	You will become a participant in the Plan as of Jan. 1, 2006.
Normal Retirement Age	Your normal retirement age will be the later of the date you attain age 65 or the first day of the plan year that includes the 5th anniversary of the date you began participation in the plan. Periods of employment beginning with your most recent date of hire or rehire with Stonewall Jackson Hospital prior to Jan. 1, 2006 will be counted for purposes of determining your Normal Retirement Age.
Vesting Service	Period of employment beginning with your most recent date of hire or rehire with Stonewall Jackson Hospital prior to Jan. 1, 2006, will be counted for purposes of determining eligibility for a vested benefit.
Credited Service	You will begin earning Credited Service on Jan. 1, 2006. You will receive credit for a year of Credited Service for the period commencing Jan. 1, 2006 and ending Sept. 30, 2006, provided you have completed at least 750 Hours of Service during such period.
Early Retirement	Your period of employment beginning with your most recent date of hire or rehire with Stonewall Jackson Hospital prior to Jan. 1, 2006, will be counted for purposes of determining eligibility for early retirement. You will receive credit for a year of Credited Service for the period commencing Jan. 1, 2006 and ending Sept. 30, 2006, provided you have completed at least 750 Hours of Service during such period. Your prior service with Stonewall Jackson will not be counted for purposes of the Rule of 80 eligibility for early retirement.
Disability Retirement	Your periods of employment beginning with your most recent date of hire or rehire with Stonewall Jackson Hospital prior to Jan. 1, 2006 will be counted for purposes of determining eligibility for Disability Retirement. You will receive credit for a year Credited Service for the period commencing Jan. 1, 2006 and ending Sept. 30, 2006, provided you have completed at least 750 Hours of Service during such period.
One Year Break in Service	For the 9 month period beginning on Jan. 1, 2006 and ending on Sept. 30, 2006, a one year Break in Service will occur if you do not complete more than 375 Hours of Service during that period.
Final Average Compensation	Your final average compensation will be calculated based on compensation after Dec. 31, 2005. For the period Jan. 1, 2006, through Sept. 30, 2006, your compensation will be annualized so that it is computed on a Plan Year basis.

ADDENDUM 9

This addendum summarizes the plan provisions applicable to the employees of Carilion Labs who participated in the Plan on Dec. 31, 2005 and became employees of Carilion Labs on Jan. 1, 2006. If you meet the previously described criteria, special provisions apply to the calculation of your retirement benefit. Unless a special provision is described in this Addendum, the terms of the Plan document will be applicable.

Plan Eligibility

Unless you are a grandfathered participant, you will cease to participate in the plan on Dec. 31, 2005. Your accrued benefit will be frozen and will not increase after that date. If you are a grandfathered participant, you will continue to participate until the earlier of your termination of employment or March 5, 2010. Service will be imputed from March 6, 2010 for benefit and Rule of 80 purposes through the earlier of termination of employment with the Lab, benefit commencement from the Plan, or September 30, 2010. After September 30, 2010, your accrued benefit will be frozen and will not increase after that date.

A grandfathered participant means any participant who was employed by Carilion Labs on Jan. 1, 2006 and who on Dec. 31, 2005 had:

- (a) attained age fifty (50) and whose age and Credited Service equaled at least eighty (80), or
- (b) at least fifteen (15) years of Credited Service and whose age and Credited Service equaled at least seventy (70), or
- (c) at least twenty (20) years of Credited Service.

Vesting Service

Your service with Carilion Labs will count as Vesting Service under the Plan.

Credited Service

Whether or not you are a grandfathered Carilion Labs participant, you will be credited .25 of a year of Credited Service if you complete 250 Hours of Service during the period Oct. 1, 2005 through Dec. 31, 2005 even though you do not complete at least 1,000 Hours of Service during the period Oct. 1, 2005 through Sept. 30, 2006.

Your service with Carilion Labs will count as Credited Service for the Rule of 80 early retirement.

Compensation

A non-grandfathered participant who transfers to Carilion Labs on Jan. 1, 2006 and who receives .25 years of Credited Service for the period Oct. 1, 2005 through Dec. 31, 2005 but who does not complete at least 1,000 Hours of Service during the period Oct. 1, 2005 through Sept. 30, 2006 shall have his Final Average Compensation determined as the greater of (a) one-fifth (1/5) of the Compensation received by the Participant during the five consecutive Plan Years of Credited Service for which Compensation was the highest, or (b) the end result of the sum of the four consecutive plan years of Compensation immediately preceding Oct. 1, 2005, plus the Compensation for the three month period as described above divided by 4.25.

A grandfathered participant who received .25 years of Credited Service for the period Oct. 1, 2005 through Dec. 31, 2005 and who did not complete 1,000 Hours of Service during the period Oct. 1, 2005 through Sept. 30, 2006 shall not have that year count as a year of Credited Service for purposes of determining Final Average Compensation.