

LEHIGH VALLEY HEALTH NETWORK, INC.

401(k) SAVINGS PLAN

SUMMARY PLAN DESCRIPTION

July 2019



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**LEHIGH VALLEY HEALTH NETWORK, INC.
401(k) SAVINGS PLAN**

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Lehigh Valley Health Network, Inc. (the "Plan Sponsor") established and maintains the Lehigh Valley Health Network, Inc. 401(k) Savings Plan (the "Plan") to provide you with the opportunity to save for retirement on a tax-advantaged basis. The Plan is a type of qualified retirement plan commonly referred to as a 401(k) plan. Generally, you are not taxed on amounts contributed to the Plan by you or by the Plan Sponsor on your behalf until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

In this summary, the Plan Sponsor has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Plan Administrator or other Plan representative. The Plan Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The Plan Recordkeeper assists the Plan Administrator with certain administrative services and should be contacted for general account information and questions. The contact information for the Plan Administrator and the Plan Recordkeeper can be found at the end of this SPD in the Article entitled "General Information About the Plan."

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

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The Plan Sponsor may also amend or terminate the Plan. The Plan Sponsor will notify you if the provisions of the Plan that are described in this SPD change.

Types of contributions. The following types of contributions may be made under the Plan:

- Employee salary deferrals
- Employer matching contributions
- Employee rollover contributions

**ARTICLE I
PARTICIPATION IN THE PLAN**

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Plan Administrator or the Plan Recordkeeper if you have questions about the timing of your Plan participation.

Salary Deferrals

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan for purposes of salary deferrals and rollover contributions. The Excluded Employees are:

- Employees who are not employed by a Participating Employer (see the "Plan Sponsor and Participating Employer Information" section at the end of this SPD in the Article entitled "General Information About the Plan" for the list of Participating Employers),
- Union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan,
- Leased employees,

- Employees who are classified as independent contractors,
- Former employees on long term disability who are receiving payment(s) under the long-term disability plan sponsored by Lehigh Valley Health Network, Inc., and
- Prior to January 1, 2007, employees who were leased to Muhlenberg Primary Care (MPC) and were covered by MPC's 401(k) Plan.

Eligibility conditions. You will be eligible to participate for purposes of salary deferrals on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

Entry Date. For purposes of salary deferrals, your Entry Date will be the date on which you satisfy the eligibility requirements.

Employer Matching Contributions

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan for purposes of matching contributions. The Excluded Employees are:

- Employees who are not employed by a Participating Employer (see the "Plan Sponsor and Participating Employer Information" section at the end of this SPD in the Article entitled "General Information About the Plan" for the list of Participating Employers),
- Union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- Leased employees,
- Employees who are classified as independent contractors,
- Employees covered by a postgraduate education agreement (residents),
- Former employees on long term disability who are receiving payment(s) under the long-term disability plan sponsored by Lehigh Valley Health Network, Inc.,
- Prior to January 1, 2007, employees who were leased to Muhlenberg Primary Care (MPC) and were covered by MPC's 401(k) Plan, and
- Prior to January 1, 2017, employees currently covered and currently eligible for accruals under the legacy benefit formula under the Lehigh Valley Health Network, Inc. Retirement Plan.

Eligibility conditions

Eligible employees not classified as per diem employees. Eligible employees who are not classified as per diem employees will be eligible to receive matching contributions on the first day of the first payroll period coinciding with or next following their date of hire.

Eligible per diem employees. Eligible employees classified as per diem employees must complete one (1) Year of Service to be eligible to receiving matching contributions. You will be eligible to receive matching contributions on the first day of the first payroll period coinciding with or next following the date you are credited with one (1) Year of Service.

How is my service determined for purposes of Plan eligibility?

Year of Service. You will be credited with a Year of Service at the end of the twelve-month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service during such period. If you have not been credited with 1,000 Hours of Service by the end of such period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

Hour of Service – Employees for whom hourly records are kept. You will be credited with your actual Hours of Service for:

- (a) Each hour for which you are directly or indirectly compensated by any entity that is a member of the same controlled group as the Plan Sponsor for the performance of duties during the Plan Year;
- (b) Each hour for which you are directly or indirectly compensated by any entity that is a member of the same controlled group as the Plan Sponsor for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and

- (c) Each hour for back pay awarded or agreed to by any entity that is a member of the same controlled group as the Plan Sponsor.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

Hour of Service – Employees for whom hourly records are not kept. The Plan does not credit you with your actual Hours of Service. Instead the Plan uses an “equivalency” method. Under this method you will be credited with 190 Hours of Service for each month during the year in which you would otherwise be credited with at least one Hour of Service.

What service is counted for purposes of Plan eligibility?

Service with the Plan Sponsor. In determining whether you satisfy the minimum service requirements to participate in the Plan, all service you perform for any entity that is a member of the same controlled group as the Plan Sponsor will generally be counted. However, there are some exceptions to this general rule.

Service with an employer that was acquired by the Plan Sponsor.

Service prior to the acquisition date. Service with an employer before the date that employer was acquired by the Plan Sponsor will generally be counted in determining whether you satisfy the minimum service requirement to participate in the Plan if you were an employee of the acquired employer on the date the employer was acquired by the Plan Sponsor.

Service on and after the acquisition date. Service with an employer on and after the date that employer was acquired by the Plan Sponsor will generally be counted in determining whether you satisfy the minimum service requirement to participate in the Plan.

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with any entity that is a member of the same controlled group as the Plan Sponsor. If you may be affected by this law, contact the Plan Administrator or the Plan Recordkeeper for further details.

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

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan according to the schedule below.

Employee Category	Rehired on or after July 1, 2006
Employed on April 1, 2006 and elected traditional defined benefit plan, or made no election and is defaulted to traditional defined benefit plan and terminated employment before July 1, 2006.	If rehired within 60 days of termination date, Participant reinstated in same plan of their previous choice. If rehired later than 60 days of termination date and before October 1, 2011, Participant not eligible to participate again in the traditional defined benefit plan, and must choose from either of the two new retirement plans.
Employed on April 1, 2006 and elected one of the two new retirement plans and terminates employment before July 1, 2006.	If rehired within 60 days of termination date, Participant reinstated in same plan of their previous choice. If rehired later than 60 days of termination date and before October 1, 2011, then Participant must choose from either of the two new retirement plans.
Employed after April 1, 2006 and before October 1, 2011, and did not elect a retirement plan choice.	Participant can only choose between the two new retirement plans. If subsequent termination of employment and rehired within 60 days of termination date and before October 1, 2011, Participant reinstated in same plan of their previous choice. If subsequent termination of employment and rehired after 60 days of termination date and before October 1, 2011, Participant can choose between the two new retirement plans.
Employed on or after July 1, 2006, terminates employment and is rehired before October 1, 2011.	If rehired within 60 days of termination date and before October 1, 2011, Participant reinstated in same plan of their previous choice. If rehired later than 60 days of termination date and before October 1, 2011, then Participant must choose from either of the two new retirement plans.
Employed on or after July 1, 2006, terminates employment and is rehired on or after October 1, 2011.	Participant will not be eligible to participate in the Lehigh Valley Health Network, Inc. Retirement Plan and will be eligible for Employer contributions under the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are salary deferrals and how do I contribute them to the Plan?

Salary deferrals. As a Participant in the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis as a salary deferral. Your taxable income is reduced by the deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security taxes). Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Salary deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. You may elect to defer a portion of your salary as of your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it.

Salary deferral modifications. You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make any other modification no less frequently than annually, or in accordance with any other procedure that the Plan Administrator provides. Any modification will become effective as soon as administratively feasible after it is received by the Plan Administrator.

Salary deferral Limit. As a Participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. Such election will also apply to irregular pay (e.g., bonuses). Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2019 is \$19,000. After 2019, the dollar limit may increase for cost-of-living adjustments. See "Annual dollar limit" below for additional information. The Plan Administrator or the Plan Recordkeeper will notify you of the maximum percentage you may defer.

Catch-up contributions. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2019 is \$6,000. After 2019, the maximum may increase for cost-of-living adjustments. Any "catch-up contributions" that you make will not be taken into account in determining any Employer matching contribution made to the Plan.

Automatic salary deferral. The Plan includes an automatic salary deferral feature. This means that if you do not make an affirmative salary deferral election (including an election not to make salary deferrals), the Plan Sponsor will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a salary deferral. Additionally, the automatic salary deferral feature was implemented for an employee who was eligible for accruals under the legacy benefit formula under the Lehigh Valley Health Network, Inc. Retirement Plan as of the last payroll period ending in December 2016 and who was contributing 0% as salary deferrals to the Plan as of the last payroll period ending in December 2016.

Automatic salary deferral provisions. The following provisions apply to automatic salary deferrals:

- You may make an affirmative salary deferral election (including an election not to make salary deferrals) in accordance with the salary deferral procedures of the Plan. Your election will remain in effect until you modify or terminate it.
- If you do not make an affirmative salary deferral election (including an election not to make salary deferrals), the amount that will be automatically withheld from your pay each payroll period will be equal to 2% of your compensation.
- If your salary deferrals are automatically suspended under the terms of the Plan (e.g., to qualify for a hardship distribution), then your salary deferral election that was in place prior to the suspension will continue in effect after the suspension.

Contact the Plan Administrator or the Plan Recordkeeper if you have any questions concerning the application of the automatic salary deferral provisions.

Annual dollar limit. You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under the Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from the Plan, you must communicate this in writing to the Plan Administrator not later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in the Plan or any other plan the Plan Sponsor maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator or the Plan Recordkeeper will then return the excess deferrals and any earnings to you by April 15th.

Allocation of salary deferrals. The Plan Recordkeeper will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

Distribution of salary deferrals. The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD. However, if you are a highly compensated employee (generally more than 5% owners and certain family members (regardless of how much they earn), or individuals receiving wages in excess of certain amounts established by law), a distribution of amounts attributable to your salary deferrals or certain excess contributions may be required to comply with the law. The Plan Administrator will notify you when a distribution is required.

What are rollover contributions?

Rollover contributions. At the discretion of the Plan Administrator, if you are a Participant who is currently an employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a rollover contribution and may result in tax savings to you. You may contact the administrator or trustee of the other plan or IRA to directly transfer (a "direct rollover") to the Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest. Contact the Plan Recordkeeper to obtain the forms you will need to complete in order to initiate a rollover.

Rollover account. Your rollover contribution will be accounted for in a rollover account. You will always be 100% vested in your rollover account (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your rollover account at any time.

ARTICLE III EMPLOYER CONTRIBUTIONS

In addition to any deferrals you elect to make, the Plan Sponsor will make additional contributions to the Plan. This Article describes Employer contributions that will be made to the Plan and how your share of the contribution is determined.

What is the Employer matching contribution and how is it allocated?

Matching contribution. The Plan Sponsor will make a matching contribution equal to 50% of your salary deferrals. This contribution will be 100% vested (see the Article in this SPD entitled "Vesting"). However, any salary deferrals that are "catch-up contributions" will not be matched.

Limit on matching contribution. In applying the matching contribution, your salary deferrals for each year that exceed 4% of your compensation for such period will not be considered (i.e., will not be matched). Employer matching contributions are allocated to participant accounts each payroll period. As a result, employees whose contributions cease during the year because they reached the IRS limit on salary deferrals (\$19,000 in 2019) or who change their salary deferral contribution percentage during the year, may not receive the maximum matching contribution for the plan year. The Plan Sponsor will make a "true-up" matching contribution so that eligible participants receive the maximum matching contribution under the Plan based on the Plan's matching contribution formula and the percentage of total pay contributed during the year. The true-up matching contribution will be allocated to your account as soon as administratively feasible after the end of the calendar year during which you are eligible to receive a true-up matching contribution.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by a Participating Employer during the Plan Year. In addition, salary deferrals you make to the Plan, or to any 403(b) plan, 401(k) plan, cafeteria plan or qualified transportation fringe benefit plan maintained by the Plan Sponsor or a Participating Employer will be included in compensation. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan.

All Contributions

Adjustments to compensation. The following adjustments to compensation will be made:

- Compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.

- Military differential pay (wage continuation payments) will be excluded (except as provided below).
- Tuition fees, forgiveness of indebtedness income and all other nonrecurring compensation or fringe benefits or severance pay will be excluded.
- Military differential wage payments will be considered as compensation for purposes of Code Section 415(c)(3) and Treasury Regulation Section 1.415(c)-2.
- Compensation paid after you terminate employment is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered Plan compensation as described above and provided they are paid within 2½ months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - Compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment.
 - Compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.
 - Payments from a nonqualified unfunded deferred compensation plan if the payment is includible in gross income and would have been paid to you had you continued employment.

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

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2019 is \$280,000. After 2019, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions (excluding "catch-up contributions") that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. In 2019, this total cannot exceed the lesser of \$56,000 or 100% of your annual compensation. After 2019, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of the Plan. The Trust Fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Plan Administrator or the Plan Recordkeeper will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with Section 404(c) of ERISA, then the fiduciaries of the Plan, including the Plan Sponsor, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and the Plan Sponsor, the Plan Administrator, the Plan Recordkeeper and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator or the Plan Recordkeeper of any errors you see on any statements.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the

expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated employee. After you terminate employment, the Plan Sponsor reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether the Plan Sponsor pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Plan Administrator or the Plan Recordkeeper will inform you when there will be a charge (or charges) directly to your account.

The Plan Sponsor may, from time to time, change the manner in which expenses are allocated.

ARTICLE V VESTING

What is my vested interest in my account?

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

- Salary deferrals including age 50 catch-up contributions
- Employer matching contributions
- Rollover contributions

What happens if the Plan becomes a "top-heavy plan"?

Top-heavy plan. A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." "Key employees" are certain owners or officers of any entity that is a member of the same controlled group as the Plan Sponsor. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to "key employees." Each year, the Plan Administrator is responsible for determining whether the Plan is a "top-heavy plan."

Top-heavy rules. If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- The Plan Sponsor may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a participant in more than one plan, you may not be entitled to "top-heavy minimum benefits" under both plans.

ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and limitations. Generally, you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you have attained age 59½.

Account restrictions. You may request an in-service distribution only from your salary deferral account. Also, the law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59½. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans. Ask the Plan Administrator or the Plan Recordkeeper if you need more details.

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

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

A beneficiary is someone you designate under the Plan terms to receive your death benefit who is not otherwise your spouse or dependent.

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

- (a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
- (b) You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans that the Plan Sponsor or any entity that is a member of the same controlled group as the Plan Sponsor maintains; and
- (c) That you will not make any salary deferrals for at least six (6) months after your receipt of the hardship distribution. If your salary deferrals are suspended, then your deferral election that was in place prior to the suspension will continue in effect after the suspension.

Account restrictions. You may request a hardship distribution only from your salary deferral account. In addition, there are restrictions placed on hardship distributions which are made from certain accounts. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules that apply to 401(k) plans. Generally, the only amounts that can be distributed to you on account of a hardship from these accounts are your salary deferrals. The earnings on your salary deferrals and Employer contributions may not be distributed to you on account of a hardship. Contact the Plan Administrator or the Plan Recordkeeper if you need further details.

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of your accounts in the Plan upon termination of employment from all entities that are a member of the same controlled group as the Plan Sponsor for any reason as soon as administratively feasible following your termination of employment.

The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with any entity that is a member of the same controlled group as the Plan Sponsor. (See the Article entitled "Distributions Prior to Termination and Hardship Distributions" for a further explanation.)

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then, effective January 1, 2009, the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

How will my benefits be paid to me?

Lump-sum distributions. All distributions from the Plan will be made in a single lump-sum payment. If your vested account balance exceeds \$5,000, you must consent to the distribution before it may be made. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. In determining if the

value of your vested account balance exceeds this \$5,000 threshold used to determine whether you must consent to a distribution, your rollover account will be considered as part of your benefit.

Automatic IRA Rollover. The Plan provides that if you terminate employment and your vested interest in the Plan does not exceed \$5,000, then a lump-sum distribution will be made to you as soon as administratively practicable following your termination of employment. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan or an individual retirement account ("IRA"). If a mandatory distribution is being made to you because your vested interest in the Plan is more than \$1,000 but not more than \$5,000, and you do not make an affirmative election to either receive a distribution or make a direct rollover of the distribution to an IRA or another employer retirement plan, then your distribution will automatically be rolled over to an IRA. The IRA provider selected by the Plan Administrator will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Plan Recordkeeper at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Generally, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70½ or terminate employment. You should contact the Plan Administrator or the Plan Recordkeeper if you think you may be affected by these rules.

Medium of payment. Benefits under the Plan will be paid to you in cash.

ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while I am still employed?

If you die while still employed by any entity that is a member of the same controlled group as the Plan Sponsor, then 100% of your account balance will be paid to your beneficiary.

Who is the beneficiary of my death benefit?

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

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary on a form to be supplied to you by the Plan Recordkeeper.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not designate a new beneficiary after your divorce, then you are treated as not having a designated beneficiary for that portion of the death benefit unless the divorce decree or a "qualified domestic relations order" provides otherwise or you make a subsequent beneficiary designation.

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or the individual named as your beneficiary is not alive, then the death benefit will be paid in the following order of priority: to the Participant's surviving spouse, to the extent designated in the Plan, then to the Participant's estate.

How will the death benefit be paid to my beneficiary?

Lump-sum distributions. The death benefit will be paid to your beneficiary in a single lump-sum payment.

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Your death benefit must generally be paid to your beneficiary by the end of the fifth year following the year of your death. However, if your spouse is your designated beneficiary, then your spouse can elect to delay the payment until the year in which you would have attained age 70½.

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

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

If you terminate employment with all entities that are a member of the same controlled group as the Plan Sponsor and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

**ARTICLE IX
TAX TREATMENT OF DISTRIBUTIONS**

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

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59½ could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

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

60-day rollover. The rollover of all or a portion of the distribution to a traditional individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other employer plan. You may also roll over all or a portion of the distribution into a Roth IRA. If you roll this money over into a Roth IRA, your benefit will be taxable in the current year, but income tax is not required to be withheld. If certain conditions are met, later withdrawals from a Roth IRA, unlike a traditional IRA, may be made tax-free. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described below would be the better choice.

Direct rollover. For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either a traditional individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no federal income tax being due until you withdraw funds from the traditional IRA or other employer plan. You may also roll over all or a portion of the distribution into a Roth IRA. If you roll this money over into a Roth IRA, your benefit will be taxable in the current year, but federal income tax is not required to be withheld. If certain conditions are met, later withdrawals from a Roth IRA, unlike a traditional IRA, may be made tax-free. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA rollover. If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will roll over your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan Administrator will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Plan Recordkeeper at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Tax notice. Whenever you receive a distribution that is an eligible rollover distribution, the Plan Recordkeeper will deliver to you a more detailed explanation of these options. However, the rules which determine whether you qualify for favorable tax treatment are very complex. You should consult with qualified tax counsel before making a choice.

**ARTICLE X
LOANS**

Is it possible to borrow money from the Plan?

Yes, you may request a Participant loan from all your accounts using an application form provided by the Plan Recordkeeper. Your ability to obtain a Participant loan depends on several factors. The Plan Recordkeeper will determine whether you satisfy these factors.

What are the loan rules and requirements?

There are various rules and requirements that apply to any loan, which are outlined in this question. In addition, the Plan Administrator has established a written loan program which explains these requirements in more detail. You can request a copy of the loan program from the Plan Administrator or the Plan Recordkeeper. Generally, the rules for loans include the following:

- Loans are available to Participants on a reasonably equivalent basis. Each loan requires an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan. All loan applications will be considered by the Plan Administrator or the Plan Recordkeeper within a reasonable time after the Participant applies for the loan. The Plan Administrator or the Plan Recordkeeper may request that you provide additional information to make a determination.
- All loans must be adequately secured. You must sign a promissory note along with a loan pledge. Generally, you must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan. In certain cases, the Plan Administrator or the Plan Recordkeeper may require you to provide additional collateral to receive a loan.
- You will be charged an interest rate equal to 1% above the prime rate. The interest rate will be fixed for the duration of the loan.
- If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. Generally, the term of your loan may not exceed five (5) years. However, if the loan is for the purchase of your principal residence, the Plan Administrator may permit a longer repayment term. Generally, the Plan Administrator will require that you repay your loan by agreeing to payroll deduction. If you have an unpaid leave of absence or go on military leave while you have an outstanding loan, please contact the Plan Administrator or the Plan Recordkeeper to find out your repayment options.
- All loans will be considered a directed investment of your account under the Plan. All payments of principal and interest by you on a loan will be credited to your account.
- The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. Any new loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:
 - (a) \$50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or
 - (b) 1/2 of your vested interest in the Plan.
- No loan in an amount less than \$1,000 will be made.
- The maximum number of Plan loans that you may have outstanding at any one time is 1.
- If you fail to make payments when they are due under the terms of the loan, you will be considered to be "in default." The Plan Administrator will consider your loan to be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan. This could include filing a lawsuit or foreclosing on the security for the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.

The Plan Administrator may periodically revise the Plan's loan program. If you have any questions on Participant loans or the current loan program, please contact the Plan Administrator or the Plan Recordkeeper.

ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Plan loan), given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Plan Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified

domestic relations order is received by the Plan Administrator or the Plan Recordkeeper, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator or the Plan Recordkeeper will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Plan Administrator or the Plan Recordkeeper, without charge, a copy of the procedure used by the Plan Administrator or the Plan Recordkeeper to determine whether a qualified domestic relations order is valid.

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

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

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

What happens if the Plan is discontinued or terminated?

Although the Plan Sponsor intends to maintain the Plan indefinitely, the Plan Sponsor reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. The Plan Sponsor will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Plan Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

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

What if my benefits are denied?

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

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

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

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

What is the Claims Review Procedure?

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

- (a) You must file the claim for review not later than 60 days after you have received written notification of the denial of your claim for benefits.
- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. If the Plan Administrator holds regularly scheduled meetings at least quarterly to review such appeals, your request for review will be acted upon at the meeting immediately following the receipt of your request unless such request is filed within 30 days preceding such meeting. In such instance, the decision shall be made no later than the date of the second meeting following the Plan Administrator's receipt of such request. If special circumstances (such as a need to hold a hearing) require further extension of time for processing a request, a decision shall be rendered not later than the third meeting of the Plan Administrator following the receipt of such request for review; and written notice of the extension shall be furnished to you prior to the commencement of the extension. In the case of an adverse benefit determination, the notification will set forth:

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

If you have a claim for benefits which is denied, then you may file suit in a state or federal court.

What are my rights as a Plan Participant?

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, 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 Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including the Plan Sponsor, an employer that is a member of the same controlled group as the Plan Sponsor (including a Participating Employer), or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Plan Administrator or the Plan Recordkeeper.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should

pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

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

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

**ARTICLE XII
GENERAL INFORMATION ABOUT THE PLAN**

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

Plan Name

The name of the Plan is Lehigh Valley Health Network, Inc. 401(k) Savings Plan.

Plan Number

The Plan Sponsor has assigned Plan Number 004 to the Plan.

Plan Effective Dates

The Plan was originally effective on July 1, 2006. This Summary Plan Description reflects the Plan as amended and restated effective as of January 1, 2018.

Other Plan Information

Valuation date. Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

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

The Plan and Trust will be governed by the laws of the Commonwealth of Pennsylvania to the extent not governed by federal law.

Benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

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

Plan Sponsor and Participating Employer Information

The Plan Sponsor's name, address, telephone number and Employer Identification Number (EIN) are:

Lehigh Valley Health Network, Inc.
P.O. Box 1870
Allentown, Pennsylvania 18103
(484) 884-3186
EIN: 22-2458317

The Plan allows other employers to adopt its provisions (called "Participating Employers"). The Participating Employers who have adopted the provisions of the Plan are:

Health Network Laboratories, LP
Lehigh Valley Anesthesia Services, P.C.
Health Network Laboratories, LLC
Lehigh Valley Health Services, Inc.
Populytics, Inc. (formerly known as Spectrum Administrators, Inc.)

Plan Administrator Information

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan.

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

The most senior executive of Human Resources of Lehigh Valley Health Network, Inc.
Lehigh Valley Health Network, Inc.
P.O. Box 1870
Allentown, Pennsylvania 18103(484) 884-3186

Plan Recordkeeper Information

The Plan Recordkeeper assists the Plan Administrator with certain administrative services, which are described in this Summary Plan Description. AIG Retirement Services is the Plan Recordkeeper and can be contacted as follows:

For general account information and questions:

1-800-448-2542
1-800-248-2542 (TDD services for the hearing impaired)

Representatives are available Monday through Friday, 8:00 a.m. to 9:00 p.m. Eastern Standard Time
Automated service is available 24 hours a day, 7 days a week

Fax Number: 1-877-202-0187

Mailing Addresses:

Regular Mail	Overnight Mail
Document Control	AIG Retirement Services
P.O. Box 15648	2271 SE 27th
Amarillo, TX 79105-5648	OSAGE Facility
	Amarillo, TX 79103-4301

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a Trust Fund. The Trustee is responsible for the safekeeping of the Trust Fund. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a Trust Fund, the Plan Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

AIG Federal Savings Bank
503 Carr Road, Suite 130
Wilmington, Delaware 19809
Telephone: (713) 831- 3292