LEHIGH VALLEY HEALTH NETWORK, INC. ERISA 403(b) PLAN

SUMMARY PLAN DESCRIPTION

July 2022

TABLE OF CONTENTS

LEHIGH VALLEY HEALTH NETWORK, INC. ERISA 403(b) PLAN

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ARTICLE I

INTRODUCTION TO YOUR PLAN

1.01 WHAT TYPE OF RETIREMENT PLAN IS THIS?

The Lehigh Valley Health Network, Inc. ERISA 403(b) Plan (the "Plan") is a "403(b)" plan. "403(b)" is the section of the Internal Revenue Code which governs this type of plan. The Plan is also governed by the Employee Retirement Income Security Act of 1974 (ERISA).

1.02 WHAT IS THE PURPOSE OF THE PLAN?

Lehigh Valley Health Network, Inc. (the "Plan Sponsor") has established the Plan in order to provide you with the opportunity to save for retirement on a tax-advantaged basis.

Each year you may elect, in accordance with the procedures established by the Plan Administrator and the Plan Recordkeeper, to contribute a portion of your compensation on a pre-tax basis or after-tax basis (see Article V).

The Plan was established for the exclusive benefit of the participants and their beneficiaries.

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?

Contributions you make to the Plan will be invested in mutual funds which are held in a custodial account pursuant to Section 403(b)(7) of the Internal Revenue Code. Any such custodial accounts made available under the Plan must be held by a bank or an approved non-bank trustee or custodian permitted under the Internal Revenue Code or by the Secretary of the Treasury. Custodial accounts are selected by the Plan Sponsor and held by AIG Federal Savings Bank, as custodian.

All contributions made to the Plan on your behalf will be placed in individual accounts in your name. You will be able to direct the investment of the entire interest in your accounts. 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.

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. The Plan Sponsor, the Plan Administrator, the Plan Recordkeeper and the custodian will not provide investment advice or guarantee the performance of any investment you choose. You should carefully review any information that is available and/or provided to you to understand your investment options and any charges that may apply.

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.

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 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.

1.04 WILL PLAN EXPENSES BE DEDUCTED FROM MY ACCOUNT BALANCE?

There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Plan Sponsor. If the Plan Sponsor does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally

based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan's administration expenses, regardless of whether the Plan Sponsor pays some of these expenses for current employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions.
- Fees related to the processing of required minimum distributions.
- Charges related to processing of a Qualified Domestic Relation Order (QDRO) where a court requires that a portion of your benefit is payable to your ex-spouse or children as a result of a divorce decree.

If you are permitted to direct the investment of your benefits under the Plan, each year you will receive a separate notice describing the fees that may be charged under the Plan. In addition, you will also receive a separate notice describing any actual fees charged against your account. Please contact the Plan Administrator or the Plan Recordkeeper if you have any questions regarding the fees that may be charged against your account under the Plan.

1.05 WHAT IS A SUMMARY PLAN DESCRIPTION?

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.

This SPD addresses 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 in Article II.

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 the Department of Labor (DOL). The Plan Sponsor may also amend or terminate this Plan. The Plan Sponsor will notify you if the provisions of the Plan that are described in this SPD change.

ARTICLE II

GENERAL PLAN INFORMATION

There is certain general information about the Plan that you should know. This information is contained in this Article II.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

A. The name of the Plan is the Lehigh Valley Health Network, Inc. ERISA 403(b) Plan.

B. The Plan Sponsor has assigned plan number 006 to the Plan.

C. 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 18103-1870
(484) 884-3186
EIN: 22-2458317

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

- Hazleton Professional Services DBA Lehigh Valley Physician Group-Hazleton
- Hazleton Health & Wellness Center
- Northeastern Pennsylvania Health Corporation DBA Lehigh Valley Hospital - Hazleton
- Lehigh Valley Hospital-Schuylkill
- Schuylkill Health System Medical Group DBA Lehigh Valley Physician Group-Schuylkill

2.02 WHO IS THE PLAN ADMINISTRATOR?

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 Recordkeeper assists the Plan Administrator with certain administrative services and should be contacted for general account information and questions.

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 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 18103-1870
(484) 884-3186

2.03 WHO IS THE PLAN RECORDKEEPER?

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
Document Control
P.O. Box 15648
Amarillo, TX 79105-5648

Overnight Mail
AIG Retirement Services
2271 SE 27th
OSAGE Facility
Amarillo, TX 79103-4301

2.04 WHO IS THE PLAN'S AGENT FOR SERVICE OF LEGAL PROCESS?

Service of legal process may be made upon the Plan Sponsor or the Plan Administrator. The Plan will be governed by the laws of the Commonwealth of Pennsylvania to the extent not governed by federal law.

ARTICLE III

IMPORTANT DATES

3.01 WHAT IS THE EFFECTIVE DATE OF THE PLAN?

The provisions of the Plan became operative on the effective date. The effective date is March 25, 2018. This Summary Plan Description reflects the Plan as amended effective as of January 1, 2022.

3.02 WHAT IS THE PLAN YEAR?

The Plan is based on a 12-month period known as the Plan Year. The first Plan Year began on March 25, 2018 and ended on December 31, 2018. The second and subsequent Plan Years begin on January 1 and end on December 31.

ARTICLE IV

ELIGIBILITY

4.01 WHO IS ELIGIBLE TO PARTICIPATE IN THIS PLAN?

All employees of a Participating Employer (see Section 2.01 for the list of Participating Employers) are eligible to participate in the Plan except leased employees as defined in Section 414(n) of the Internal Revenue Code, individuals classified as independent contractors and employees who are eligible to participate in another 403(b) plan sponsored by the Plan Sponsor.

4.02 WHAT ADDITIONAL ELIGIBILITY REQUIREMENTS APPLY?

There are no other requirements. If you meet the eligibility requirements described in Section 4.01, you will be eligible to begin making Elective Deferrals to the Plan as soon as administratively possible after your date of hire or rehire with a Participating Employer. The Plan Sponsor may impose administrative limitations on when and how often you may start, stop, or change the amount of your contributions.

ARTICLE V

CONTRIBUTIONS TO THE PLAN

5.01 WHAT ARE PRE-TAX DEFERRALS AND ROTH DEFERRALS AND HOW DO I CONTRIBUTE THEM TO THE PLAN?

A. What are "Pre-Tax Deferrals"?. As a participant in the Plan, you may elect to reduce your compensation by a specific amount and have that amount contributed to the Plan on a pre-tax basis as an "Pre-Tax Deferral." Your taxable income is reduced by the dollar amount of the Pre-Tax Deferral 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 Pre-Tax Deferrals and any earnings, you will pay the taxes on those deferrals and the earnings. Therefore, federal income taxes on the Pre-Tax Deferrals and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

B. What are "Roth Deferrals"? You also may be able to avoid taxation on earnings under the Plan by designating your Deferrals as Roth Deferrals. Roth Deferrals are a form of salary deferral but, instead of being contributed on a pre-tax basis, you must pay income tax currently on such deferrals. However, provided you satisfy the distribution requirements applicable to Roth Deferrals (as discussed below), you will not have to pay any income taxes at the time you withdraw your Roth Deferrals from the Plan, including amounts attributable to earnings. Thus, if you take a qualified distribution (as discussed below) your entire distribution may be withdrawn tax-free. You should discuss the relative advantages of Pre-Tax Deferrals and Roth Deferrals with a financial advisor before deciding how much to designate as Pre-Tax Deferrals and Roth Deferrals.

If you make Roth Deferrals to the Plan, you will not be taxed on the amount of the Roth Deferrals taken as a distribution (because you pay taxes on such amounts when you contribute them to the Plan). In addition, you will not pay taxes on any earnings associated with the Roth Deferrals, provided you take the Roth Deferrals and earnings in a qualified distribution. For this purpose, a qualified distribution occurs only if you have had your Roth Deferrals Account in place for at least five years and you take the distribution on account of death, disability, or attainment of age 59½. If you have made both Pre-Tax Deferrals and Roth Deferrals to the Plan, you may designate the extent to which a distribution of Deferrals is taken from your Pre-Tax Deferrals Account or your Roth Deferrals Account. Any distribution of Deferrals (including Roth Deferrals) must be authorized under the Plan distribution provisions.

If you take a distribution that does not qualify as a qualified distribution, you will be taxed on the earnings associated with the Roth Deferrals. (You will never be taxed on the Roth Deferrals distributed since those amounts are taxed at the time you make the Roth Deferrals or in-Plan Roth Conversion.)

In-Plan Roth Conversions. In addition to making new Roth Deferrals, you also may be able to convert your existing non-Roth vested Plan accounts to a "Roth" account within the Plan. This includes Pre-Tax Deferrals made to the Plan. Converting non-Roth contributions to Roth contributions can be a complex decision that is dependent on your personal financial situation and may not be appropriate for all situations or in all circumstances. Therefore, you should consult with your individual tax advisor to help you determine if this strategy is appropriate for you. Before January 1, 2021, to be eligible to make an in-Plan Roth Conversion, you had to be eligible to receive a distribution of the amounts being converted at the time of the conversion. Effective January 1, 2021, for you to be eligible to convert your eligible contributions to Roth Deferrals through an in-Plan Roth Conversion, you need not be eligible to take a distribution from the Plan. Please contact the Plan Recordkeeper if you would like more information as to how to implement an in-Plan Roth Conversion.

- Tax effect of in-Plan Roth Conversion. If you elect to convert any portion of your non-Roth contributions to Roth contributions, you will have to include those amounts in gross income for the year of the conversion, unless you have already included such amounts in income. Since no actual distribution is being made from the Plan, no withholding will apply to the in-Plan Conversion. If you elect to convert to Roth contributions, you should be sure you have adequately withheld amounts based on the additional taxes owed as a result of the in-Plan Roth Conversion. You may want to increase your withholding or make an estimated tax payment to avoid any potential penalties for underpayment of taxes when filing your federal tax return. You should discuss the specific tax consequences with your tax advisor. In addition, if you are under age 59½ at the time of the in-Plan Roth Conversion, you may be subject to a 10% penalty tax if you take a subsequent distribution from the in-Plan Roth Conversion account prior to your attaining age 59½.

- Distribution options for in-Plan Roth Conversion accounts. Generally, the same distribution options will apply to the in-Plan Roth Conversion account as apply to the amounts being converted. For example, if you are entitled to take a distribution of your Pre-Tax Deferrals at age 59½, that same distribution option would continue to apply if you convert those amounts to Roth contributions, regardless of any distribution options available with respect to regular Roth Deferrals.

C. Deferral Procedures. The amount you elect to defer will be deducted from your compensation in accordance with a procedure established by the Plan Administrator. You may elect to defer a portion of your compensation when you are eligible to participate in the Plan. 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. You are permitted to revoke your 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 Recordkeeper.

D. Limitations on Favorable Tax Treatment and Maximum Pre-Tax Deferrals and Roth Deferrals. Pre-Tax Deferrals made by you are generally not taxable when made to the Plan. Instead, you are taxed when withdrawals are made from the Plan. You will pay tax if the total contributions in a year exceed limitations under the federal tax laws. Roth Deferrals are subject to federal income taxes in the year of deferral, but the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be distributed tax-free, there must be a qualified distribution from your Roth Deferral Account (as further discussed in Section 5.01B).

E. Contributions Limit. Generally, the law imposes a maximum limit on the amount of Pre-Tax Deferrals and Roth Deferrals (excluding age 50 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 2022, this total cannot exceed the lesser of $61,000 or 100% of your annual compensation. After 2022, the dollar limit may increase for cost-of-living adjustments.

F. Pre-Tax Deferrals and Roth Deferrals Limit. The total amount of your Pre-Tax Deferrals and Roth Deferrals may not exceed a specified amount for the calendar year (unless you are eligible to make catch-up contributions, as described below). That amount is $20,500 for 2022. This limit may be increased after 2022 for cost-of-living changes.

G. 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 Pre-Tax Deferrals and/or Roth Deferrals (called "age 50 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 "age 50 catch-up contribution" that you can make in 2022 is $6,500. After 2022, the maximum may increase for cost-of-living adjustments.

H. 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 "age 50 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 other tax-sheltered 403(b) annuity contracts, simplified employee pensions or 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 "age 50 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 salary 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 salary deferrals and any earnings to you by April 15th.

5.02 WHAT COMPENSATION IS USED TO DETERMINE MY PLAN BENEFITS?

A. Definition of Compensation**.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is includible in gross income and paid to you by a Participating Employer during the Plan Year. In addition, contributions you make to a 401(k) plan, a 403(b) plan, a cafeteria plan, an eligible deferred compensation plan under Section 457 of the Internal Revenue Code, 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.

B. Adjustments to Compensation**.** The following adjustments to compensation will be made:

- Compensation paid while not a Participant in the Plan will be excluded.
- Military differential pay (wage continuation payments) will be excluded.
- Reimbursement of travel, taxable moving expenses, business expense reimbursements, tuition fees, forgiveness of indebtedness income, all other nonrecurring compensation, fringe benefits and severance pay will be excluded.

- 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 will be excluded.

- Continuation payments made to Participants after termination of employment as a result of being disabled will be excluded. For this purpose, a Participant is disabled if the Social Security Administration has determined that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

- 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.

5.03 IS THERE A LIMIT ON THE AMOUNT OF COMPENSATION THAT 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 2022 is $305,000. After 2022, the dollar limit may increase for cost-of-living adjustments.

5.04 DOES THE PLAN ACCEPT 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. You may also roll over Roth contributions from another qualified plan to this Plan. However, rollovers are not permitted from a Roth IRA. Such rollover contributions will be made in the form of cash or any other form approved by the Plan Administrator. Such a deposit is called a rollover 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. The 60-day rollover option is not available for rollovers of Roth contributions. You should consult qualified counsel to determine if a rollover is permitted and in your best interest. Contact the Plan Recordkeeper to obtain the forms you will need to complete in order to initiate a rollover.

Your Rollover Contributions will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see Article VI). 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. You may withdraw the amounts in your "rollover account" at any time.

5.05 DOES THE PLAN PERMIT TRANSFERS TO AND FROM ANOTHER 403(b) PLAN?

You may transfer amounts from another 403(b) plan into this Plan. Your Account derived from transfers will be 100% vested, but will be subject to the rules of this Plan.

You may not transfer amounts from the Plan to another 403(b) plan.

ARTICLE VI

VESTING

6.01 WHAT IS VESTING?

Vesting is that percentage of your total account balance that cannot be forfeited.

6.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN?

At all times, you will be 100% vested (which means that you are entitled to all of the amounts) in your accounts derived from your Pre-Tax Deferrals, Roth Deferrals and any Rollover Contributions you make to the Plan.

ARTICLE VII

DISTRIBUTIONS AND LOANS

7.01 WHAT BENEFITS ARE PROVIDED UPON MY TERMINATION OF EMPLOYMENT?

Upon your termination of employment with a Participating Employer and all affiliated employers for any reason, you will be entitled to 100% of your accounts derived from Pre-Tax Deferrals, Roth Deferrals and Rollover Contributions that you contributed to the Plan.

7.02 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED?

The portion of your account derived from Pre-Tax Deferrals and Roth Deferrals will be available for distribution prior to your termination of employment with a Participating Employer and all affiliated employers under the following circumstances:

- in the event of hardship (see Section 7.04);
- after you reach age 59-1/2, or
- for the birth or adoption of a child if it is a "qualified birth or adoption distribution" as defined by law. Qualified birth or adoption distributions must be made within the one-year period following birth or adoption with the maximum distribution of $5,000 per individual child. For more information, contact the Plan Recordkeeper.

7.03 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

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

A. Requirements. Loans will be made available to all participants on a reasonably equivalent basis, will not be made available to highly compensated employees in an amount greater than that of other employees, will be made in accordance with specific Plan provisions, will bear a reasonable rate of interest comparable to the interest rate charged on similar commercial loans by persons in the business of lending money, and will be adequately secured by your vested interest in the Plan.

B. Source of Loans. Loans will be made available from your Pre-Tax Deferrals, Roth Deferrals and Rollover Contributions.

C. Notes and Repayment. You will be required to sign a note which will be legally enforceable according to its terms. You must repay any loan by periodic level payments of principal and interest at least as frequently as quarterly over a reasonable period of time not to exceed five years. However, a loan used to purchase any dwelling unit which, within a reasonable time, is to be used as your principal residence may be repaid over a reasonable period of time that exceeds five years. During the time you are in military service, your loan payments may be suspended.

D. Maximum Amount Available. The total of all loans you make from the Plan may not exceed the lesser of $50,000, or 50% of your vested interest in the Plan. If the $50,000 limit applies, this limit is reduced by the excess of any highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which you apply for the new loan over the outstanding balance of loans from the Plan on the date on which the loan was made. For example, if you borrowed $30,000 from the Plan six months ago, any additional loan may not exceed $20,000 until 12 months after the date of the $30,000 loan. In any event, a loan may not exceed your vested Account balances as of the date the loan is made.

E. Unpaid Balance. Any unpaid loan balance will be deducted from your benefits when paid as a result of any distributable event (death, retirement, termination of employment with a Participating Employer and all affiliated employers). However, you do have the option of repaying your loan balance prior to taking a distribution.

7.04 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS WHILE I AM STILL AN EMPLOYEE?

You may withdraw part or all of your salary deferrals, which includes your Pre-Tax Deferrals and Roth Deferrals in the event of 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.

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

(1) Expenses incurred or necessary for medical care (as described in Section 213(d) of the Internal Revenue Code) for you, your spouse or your dependents (determined without regard to the limitations relating to the applicable percentage of adjusted gross income and the recipients of the medical care), or for a primary beneficiary.

(2) Costs directly related to the purchase of your principal residence (excluding mortgage payments).

(3) Tuition related educational fees, and room and board expenses for up to the next twelve (12) months of post-secondary education for you, your spouse, your children, your other dependents or a primary beneficiary.

(4) Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.

(5) Payments for burial or funeral expenses for your deceased parent, spouse, children, other dependents or a primary beneficiary.

(6) Expenses for the repair of damage to your principal residence provided the expenses would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (determined without regard to Section 165(h)(5) of the Internal Revenue Code) and whether the loss exceeds 10% of adjusted gross income.

(7) Expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. 100-707, provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

(8) Any other event that the Internal Revenue Service recognizes as a deemed immediate and heavy financial need hardship distribution event.

A hardship event described under (1), (3) or (5) above may also be determined with respect to a primary beneficiary under the Plan. A primary beneficiary is someone who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of a Participant's benefit upon the death of the Participant.

B. 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) You represent, in writing, that you have insufficient cash or other liquid assets to satisfy your financial need;

(b) 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; and

(c) 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.

Contact the Plan Administrator or the Plan Recordkeeper if you need further details.

ARTICLE VIII

BENEFIT PAYMENT OPTIONS

8.01 HOW ARE ACCOUNTS PAID?

All distributions from the Plan will be made in a single lump-sum cash payment. If your vested account balance exceeds $5,000, you (or your beneficiary if the distribution is made upon your death) 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.

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 Summary Plan Description for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

8.02 WHAT HAPPENS IF I DIE BEFORE I RECEIVE A DISTRIBUTION OF MY ACCOUNTS?

If you are married and you wish to designate a beneficiary other than your spouse, your spouse must consent, in writing, to waive his or her right to the death benefit. Such waiver must be witnessed by a notary or a Plan representative. You may revoke a waiver at any time and there is no limit on the amount of waivers you may make, providing each waiver complies with the rules described in this paragraph.

If you are not married at the time of your death, or your spouse cannot be located or your spouse has properly waived any right to the death benefit, then the death benefit will be paid to the beneficiary you have designated on a form to be provided by the Plan Recordkeeper.

If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your children. If you have no children at the time of your death, your benefits will be distributed to your estate.

8.03 WHEN MUST MY BENEFITS BE PAID?

There are rules which require that certain minimum distributions be made from the Plan. Generally, distributions are required to begin no later than April 1st following the later of the end of the year in which you (1) attain age 70½ (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or (2) terminate employment. You should contact the Plan Administrator or the Plan Recordkeeper if you think you may be affected by these rules.

8.04 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

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.

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

A. 60-day rollover. The rollover of all or a portion of the distribution to a traditional individual retirement account or an individual retirement annuity (IRA) or another employer retirement plan willing to accept the rollover. The 60-day rollover option is not available for rollovers of Roth contributions. 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 rollover option described in paragraph (B) below would be the better choice.

B. 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 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.

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 IX

CLAIMS PROCEDURES AND PROTECTED BENEFITS

9.01 HOW DO I SUBMIT A CLAIM FOR PLAN BENEFITS?

Benefits will be paid to you and your beneficiaries without the necessity of formal claims. Contact the Plan Administrator or the Plan Recordkeeper 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.

9.02 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.

9.03 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 no later than 60 days after you have received written notification of the denial of your claim for benefits.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.

(d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

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.

9.04 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 accounts.

9.05 ARE THERE 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.

9.06 ARE MY PLAN BENEFITS INSURED?

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.

9.07 WHAT HAPPENS IF I LEAVE EMPLOYMENT TO PERFORM MILITARY SERVICE, AND THEN RETURN TO EMPLOYMENT?

If you leave the service of a Participating Employer or any entity that is a member of the same controlled group as the Plan Sponsor to perform military service, and then return to the Participating Employer or any entity that is a member of the same controlled group as the Plan Sponsor after that period of military service, you may be entitled to certain benefits under the Plan with respect to that period. You should contact the Plan Administrator or the Plan Recordkeeper if you believe this provision may apply to you.

ARTICLE X

STATEMENT OF ERISA RIGHTS

10.01 WHAT ARE MY RIGHTS AS A PARTICIPANT?

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

(a) Examine, without charge, at the Plan Administrator's office and at other specified locations such as union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and an 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.

10.02 WHAT DUTIES ARE IMPOSED ON THE PEOPLE OR ENTITIES WHO OPERATE THE PLAN?

In addition to creating rights for 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 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 a 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. If you lose, the court may order you to pay these costs and fees, for example, it finds your claim is frivolous.

10.03 WHAT CAN I DO IF I HAVE QUESTIONS OR MY RIGHTS ARE VIOLATED?

If you have any questions about the Plan, then 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 XI

AMENDMENT AND TERMINATION OF THE PLAN

11.01 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 accounts.

11.02 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. You will be notified if the Plan is terminated.