POCONO HEALTH SYSTEM DEFINED CONTRIBUTION PLAN

SUMMARY PLAN DESCRIPTION

July 2022

TABLE OF CONTENTS

ARTICLE I

INTRODUCTION TO YOUR PLAN

1.01 WHAT TYPE OF RETIREMENT PLAN IS THIS? 1
1.02 WHAT IS THE PURPOSE OF THE PLAN? 1
1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED? 1
1.04 WILL PLAN EXPENSES BE DECUCTED FROM MY ACCOUNT BALANCE? 2
1.05 WHAT IS A SUMMARY PLAN DESCRIPTION? 3

ARTICLE II

GENERAL PLAN INFORMATION

2.01 HOW CAN THE PLAN BE IDENTIFIED? 4
2.02 WHO IS THE PLAN ADMINISTRATOR? 4
2.03 WHO IS THE PLAN RECORDKEEPER? 4
2.04 WHO IS THE PLAN'S AGENT FOR SERVICE OF LEGAL PROCESS? 5

ARTICLE III

IMPORTANT DATES

3.01 WHAT IS THE EFFECTIVE DATE OF THE PLAN? 6
3.02 WHAT IS THE PLAN YEAR? 6

ARTICLE IV

ELIGIBILITY REQUIREMENTS

4.01 HOW DO I BECOME ELIGIBLE TO MAKE ELECTIVE DEFERRALS? 7
4.02 HOW DO I BECOME ELIGIBLE FOR EMPLOYER CONTRIBUTIONS? 7
4.03 WHEN DOES MY PARTICIPATION IN THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS BEGIN? 8
4.04 WHEN DO I BECOME ELIGIBLE TO RE-ENTER THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS IF I AM REHIRED AFTER SEVERANCE OF EMPLOYMENT? 8

ARTICLE V

DEFINITION OF SERVICE

5.01 WHAT IS AN HOUR OF SERVICE? 9
5.02 WHAT IS A YEAR OF SERVICE? 9
5.03 WHAT IS A COMPUTATION PERIOD? 9
5.04 DOES SERVICE WITH ANOTHER EMPLOYER COUNT AS SERVICE UNDER THE PLAN? 9

5.05 ARE YEARS OF SERVICE BEFORE THE EFFECTIVE DATE OF THE PLAN RECOGNIZED FOR VESTING PURPOSES? 10
5.06 WHAT IS SEVERANCE OF EMPLOYMENT? 10
5.07 WHAT IS A BREAK IN SERVICE? 10
5.08 WHAT SPECIAL SERVICE REQUIREMENTS DETERMINE WHETHER I RECEIVE AN EMPLOYER CONTRIBUTION DURING A GIVEN PLAN YEAR? 11

ARTICLE VI

CONTRIBUTIONS TO THE PLAN

6.01 WHAT ARE ELECTIVE DEFERRALS? 12
6.02 WHAT CONTRIBUTIONS WILL THE EMPLOYER MAKE TO THE PLAN? 13
6.03 DO ANY OTHER LIMITATIONS ON CONTRIBUTIONS APPLY? 15
6.04 WHAT ARE THE LIMITATIONS ON FAVORABLE TAX TREATMENT? 15
6.06 WHAT DOES COMPENSATION MEAN FOR PLAN PURPOSES? 16
6.07 DOES THE PLAN ACCEPT TRANSFERS/ROLLOVERS FROM ANOTHER 403(B) PLAN? 16
6.08 DOES THE PLAN PERMIT TRANSFERS TO ANOTHER 403(B) PLAN? 17

ARTICLE VII

VESTING

7.01 WHAT IS VESTING? 18
7.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN? 18
7.03 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM EMPLOYER CONTRIBUTIONS TO THE PLAN? 18
7.04 WHAT ARE FORFEITURES? 18
7.05 WHAT HAPPENS TO NON-VESTED MONEY IF I HAVE A SEVERANCE OF EMPLOYMENT AND I AM LATER REHIRED? 18
7.06 WHAT OTHER VESTING RIGHTS DO I HAVE? 19

ARTICLE VIII

DISTRIBUTIONS AND LOANS

8.01 WHAT IS NORMAL RETIREMENT AGE? 20
8.02 WHAT IS EARLY RETIREMENT AGE? 20
8.03 WHAT IS DISABILITY? 20
8.04 WHAT BENEFITS ARE PROVIDED UPON MY SEVERANCE OF EMPLOYMENT? 20
8.05 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED BY THE EMPLOYER? 20
8.06 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS? 20
8.07 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS? 21

ARTICLE IX

BENEFIT PAYMENT OPTIONS

9.01 HOW IS MY VESTED PLAN ACCOUNT BALANCE PAID? 23

9.02 WHAT HAPPENS IF I DIE BEFORE ALL OF MY VESTED PLAN ACCOUNT BALANCE HAS BEEN DISTRIBUTED FROM THE PLAN? 23

9.3 WHAT IS A QUALIFIED ELECTION? 24

9.04 DO DISTRIBUTIONS OF DIFFERENT AMOUNTS RECEIVE SPECIAL TREATMENT? 25

9.05 WHEN MUST MY VESTED PLAN ACCOUNT BALANCE BE PAID? 25

9.06 ARE MY PLAN BENEFITS INSURED? 25

9.07 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION? 25

ARTICLE X

CLAIMS PROCEDURES AND PROTECTED BENEFITS

10.01 HOW DO I SUBMIT A CLAIM FOR PLAN BENEFITS? 27

10.02 WHAT IF MY BENEFITS ARE DENIED? 27

10.03 WHAT IS THE CLAIMS REVIEW PROCEDURE? 27

10.04 ARE MY BENEFITS PROTECTED? 28

10.05 ARE THERE ANY EXCEPTIONS TO THE GENERAL RULE? 28

10.06 WHAT HAPPENS IF I LEAVE EMPLOYMENT TO PERFORM MILITARY SERVICE, AND THEN RETURN TO EMPLOYMENT? 29

ARTICLE XI

STATEMENT OF ERISA RIGHTS

11.01 WHAT ARE MY RIGHTS AS A PARTICIPANT? 30

11.02 WHAT DUTIES ARE IMPOSED ON THE PEOPLE OR ENTITIES WHO OPERATE THE PLAN? 30

11.03 WHAT CAN I DO IF I HAVE QUESTIONS OR MY RIGHTS ARE VIOLATED? 30

ARTICLE XII

AMENDMENT AND TERMINATION OF THE PLAN

12.01 CAN THE PLAN BE AMENDED? 31

12.02 CAN THE PLAN BE TERMINATED? 31

POCONO HEALTH SYSTEM DEFINED CONTRIBUTION PLAN

SUMMARY PLAN DESCRIPTION

ARTICLE I
INTRODUCTION TO YOUR PLAN

1.01 WHAT TYPE OF RETIREMENT PLAN IS THIS?

The Pocono Health System Defined Contribution 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).

The Plan is funded by one or more Investment Arrangements (see Section 1.03) (including custodial accounts ("mutual funds") held by AIG Federal Savings Bank, as custodian and/or annuity contracts issued by the Variable Annuity Life Insurance Company) selected by the Plan Sponsor.

1.02 WHAT IS THE PURPOSE OF THE PLAN?

Lehigh Valley Health Network, Inc. (the "Plan Sponsor") maintains the Plan to provide you with the opportunity to save for retirement on a tax-advantaged basis and to provide you with additional income for retirement.

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. In addition, you also may choose to make contributions to the Plan on an after-tax basis, by designating your Elective Deferrals as Roth Elective Deferrals. While you are taxed on a Roth Elective Deferral in the year you contribute Roth Elective Deferrals to the Plan, you will not be taxed on the contribution or earnings attributable to Roth Elective Deferrals under the Plan when you elect to withdraw your Roth Elective Deferrals from the Plan, as long as your withdrawal is a qualified distribution (as described in Section 6.04).

In addition, the Plan Sponsor or a Participating Employer (see Section 2.01) will, under the terms of the Plan, make contributions to an Investment Arrangement on your behalf. These contributions are also exempt from federal income taxation until they are distributed from the Plan.

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

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?

Contributions to the Plan are invested in one or more Investment Arrangements approved by the Plan Sponsor. Investment Arrangements provide for contributions to be held and credited with interest, or gains and losses, depending on the Investment Arrangement selected. Your benefits under the Plan will be in the form of payments under the Investment Arrangements, which in the case of an annuity contract, may be in the form of periodic payments to you at regular intervals either for a period certain or for one or more lives, and in the case of a custodial account, may be in the form of a lump sum payment or payments of a specified amount or for a specified period or such other options as permitted under the custodial agreement.

Each Investment Arrangement selected by participants in the Plan must meet the requirements of Section 403(b) of the Internal Revenue Code and the Plan Administrator must provide a Qualified Joint and Survivor Annuity (see Section 9.01) and a Qualified Pre-Retirement Survivor Annuity (see Section 9.02) which conform to the requirements of the Plan and other IRS guidelines which govern a 403(b) plan.

Contributions to the Plan may 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.

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 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.

When you direct investments, your Plan accounts are segregated for purposes of determining the earnings or losses on these investments. Your Plan accounts do 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 custodian 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.

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 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.

ARTICLE II
GENERAL PLAN INFORMATION

There is certain general information about the Plan which you should know. This information is contained in this section.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

A. The name of the Plan is the Pocono Health System Defined Contribution Plan.

B. The Plan Sponsor has assigned plan number 009 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:

- Family Care Centers, Inc. DBA Lehigh Valley Physician Group - Pocono
- Pocono Medical Center DBA Lehigh Valley Hospital - Pocono

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 January 1, 2013. 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 Plan Year begins on January 1 and ends on December 31.

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 HOW DO I BECOME ELIGIBLE TO MAKE ELECTIVE DEFERRALS?

A. Eligible Class of Employees. Provided you are not an Excluded Employee, you become eligible to make Elective Deferrals if you meet the eligibility requirements.

B. 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 Elective Deferrals. The Excluded Employees are:

- Employees who are not employed by a Participating Employer (see Section 2.01 for the list of Participating Employers);
- Individuals who are classified as leased employees as defined in Section 414(n) of the Internal Revenue Code;
- Individuals who are classified as independent contractors;
- Employees who are eligible to participate in another 403(b) plan sponsored by the Plan Sponsor; and
- Employees who are eligible to participate in another 401(k) plan sponsored by the Plan Sponsor.

B. Eligibility Requirements. There are no other requirements. If you are not a member of an excluded group, 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 Administrator may impose administrative limitations on when and how often you may start, stop, or change the amount of your deferrals in any year.

4.02 HOW DO I BECOME ELIGIBLE FOR EMPLOYER CONTRIBUTIONS?

A. Eligible Class of Employees. Provided you are not an Excluded Employee, you may become eligible to receive Employer Contributions if you are eligible to make Elective Deferrals under the Plan.

B. 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 Employer Contributions. The Excluded Employees are:

- Individuals who are classified as leased employees as defined in Section 414(n) of the Internal Revenue Code;
- Individuals who are classified as independent contractors;
- Physicians hired on or after January 1, 2007;
- Physicians whose employment agreement specifically excludes them from participating in any retirement or pension program offered by Pocono Medical Center DBA Lehigh Valley Hospital - Pocono or its affiliates (regardless of hours worked);
- Per Diem Physicians - any physician whose employment agreement or hire/transfer letter indicates that he/she will provide professional physician services to (and be paid for services by) Pocono Health System on an "as needed" basis;
- Employees whose employment is not governed by a collective bargaining agreement;
- Employees who are eligible to participate in another 403(b) plan sponsored by the Plan Sponsor; and
- Employees who are eligible to participate in another 401(k) plan sponsored by the Plan Sponsor.

C. Eligibility Requirements. If you are an employee who is eligible to receive Employer Contributions, you must be at least age 21 and complete a Year of Service (as defined in Section 5.02) before you become eligible to start receiving Employer Contributions.

4.03 WHEN DOES MY PARTICIPATION IN THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS BEGIN?

After you have satisfied the Plan's eligibility requirements for Employer Contributions, you will become a participant in the Plan on your Entry Date. Your Entry Date is the first day of the month following the date you meet the Plan's eligibility requirements.

4.04 WHEN DO I BECOME ELIGIBLE TO RE-ENTER THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS IF I AM REHIRED AFTER SEVERANCE OF EMPLOYMENT?

If you are reemployed after a Break in Service (see Section 5.07), you will become eligible for Employer Contributions as of the later of the date you are rehired or the date you satisfy the eligibility requirements of Section 4.02. Hours of Service before such Break in Service will be taken into account immediately (including Hours of Service before your initial Severance of Employment, and whether or not before the original effective date of the Plan).

ARTICLE V
DEFINITION OF SERVICE

5.01 WHAT IS AN HOUR OF SERVICE?

You will be credited with an Hour of Service for:

(a) each hour for which you are paid, or entitled to payment, for the performance of duties for any entity that is a member of the same controlled group as the Plan Sponsor;

(b) each hour for which you are paid, or entitled to payment, by any entity that is a member of the same controlled group as the Plan Sponsor for a period of time during which no duties are performed for the following reasons: vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence; and

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

5.02 WHAT IS A YEAR OF SERVICE?

A Year of Service is a Computation Period during which you are credited with at least 1,000 Hours of Service.

You will always receive credit for a Year of Service for vesting (see Article VII) if you are credited with at least 1,000 Hours of Service during the Computation Period (see Section 5.03B) regardless of the special requirements, if any, of Section 5.08.

5.03 WHAT IS A COMPUTATION PERIOD?

A. For Purposes of Eligibility to Begin Receiving Employer Contributions. For this purpose, you will earn a Year of Service if you work at least 1,000 hours for us during the 12-month period immediately following your date of hire. If you do not work at least 1,000 hours during the 12-month period immediately following your date of hire, the Computation Period will then shift to the Plan Year and you will earn a Year of Service for purposes of Plan participation if you work at least 1,000 hours during any Plan Year beginning after your date of hire. After you have satisfied the Plan's eligibility requirements for Employer Contributions, you will become a participant in the Plan on your Entry Date (see Section 4.03).

B. For Vesting Purposes. The Computation Period for calculating a Year of Service for vesting purposes is the Plan Year.

In addition, there are special service requirements for determining whether you will receive an Employer Contribution during a given Plan Year (see Section 5.08) and for determining your Years of Service for purposes of the Employer Enhanced Contribution percentage (see Section 6.02).

5.04 DOES SERVICE WITH ANOTHER EMPLOYER COUNT AS SERVICE UNDER THE PLAN?

Years of Service you had with Pocono-VNA Hospice (formerly VNA/Hospice of Monroe County) for service earned after May 1, 2014 and service with the Plan Sponsor and any entity that is a member of the same controlled group as the Plan Sponsor will generally be recognized for purposes of eligibility to participate in the Plan and for vesting purposes. Only periods of employment with a Participating Employer shall be taken into account for purposes of determining Years of Service for purposes of the Employer Enhanced Contribution percentage described in Section 6.02.

Additionally, your Years of Service with an employer that is not a Participating Employer and Years of Service with an employer that is a Participating Employer are determined as follows:

A. Service with an employer that is not a Participating Employer. For purposes of eligibility to participate in the Plan and for vesting purposes, service with an employer that was acquired by the Plan Sponsor (other than service with a Participating Employer) before the date that the employer was acquired by the Plan Sponsor will generally be counted in determining Years of Service for purposes of eligibility 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.

B. Service with a Participating Employer. For purposes of eligibility to participate in the Plan and for vesting purposes, service with a Participating Employer (including any prior participating employer in the Plan) before the date that the Participating Employer (or any prior participating employer) was acquired by the Plan Sponsor will generally be counted in determining Years of Service for purposes of eligibility to participate in the Plan (subject to the Break in Service rules

described in Section 5.07), even if you were not an employee of the Participating Employer (or any prior participating employer) on the date the Participating Employer (or any prior participating employer) was acquired by the Plan Sponsor.

5.05 ARE YEARS OF SERVICE BEFORE THE EFFECTIVE DATE OF THE PLAN RECOGNIZED FOR VESTING PURPOSES?

All Years of Service with a Participating Employer (including any prior participating employer in the Plan) before the effective date of the Plan will be counted for vesting purposes.

5.06 WHAT IS SEVERANCE OF EMPLOYMENT?

Severance of Employment is the date your employment terminates for any reason with the Plan Sponsor and all entities that are a member of the same controlled group as the Plan Sponsor.

5.07 WHAT IS A BREAK IN SERVICE?

A Break in Service is a Computation Period in which you do not complete more than 500 Hours of Service with any entity that is a member of the same controlled group as the Plan Sponsor. You will receive credit for Hours of Service for certain authorized leaves of absence and maternity or paternity leaves of absence.

You will be credited with a certain number of Hours of Service automatically, even if you are not at work, if you are absent for one of the following reasons: (a) pregnancy, (b) the birth of a child, (c) adoption of a child, or (d) for purposes of caring for such a child for a period immediately following such birth or placement. You must furnish to the Plan Administrator, in a timely manner, such information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service.

A period of unpaid FMLA leave will not be treated or counted as a Break in Service for purposes of vesting or eligibility to participate. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service. If any FMLA leave is also covered under the preceding paragraph regarding maternity or paternity absences, the more generous of the two rules will apply.

If you have a Severance of Employment and are rehired by any entity that is a member of the same controlled group as the Plan Sponsor before a Break in Service, you will continue to participate in the Plan as if your Severance of Employment had not occurred, provided you meet the eligibility requirements to participate in the Plan (see Article IV).

If you have a Severance of Employment and are rehired by any entity that is a member of the same controlled group as the Plan Sponsor after a Break in Service, your service before and after the Break will be counted for vesting only after you have completed one Year of Service following the date you are rehired.

If you are rehired by any entity that is a member of the same controlled group as the Plan Sponsor before having five or more consecutive Breaks in Service and were vested in any portion of Employer Contributions Accounts, you will receive credit for all Years of Service credited to you before your Break in Service.

Except as otherwise provided in Section 4.04, you will receive credit for all Years of Service credited to you before your Break in Service if you are rehired by any entity that is a member of the same controlled group as the Plan Sponsor after five or more consecutive Breaks in Service, and:

(a) You were vested in any portion of your Employer Contributions Accounts (see Article VII); or,

(b) Your number of prior Years of Service exceed that of the Breaks in Service. Such prior Years of Service do not include any Years of Service disregarded under Subsection (a) above by reason of prior Breaks in Service.

5.08 WHAT SPECIAL SERVICE REQUIREMENTS DETERMINE WHETHER I RECEIVE AN EMPLOYER CONTRIBUTION DURING A GIVEN PLAN YEAR?

A. Employer Non-Elective Contributions and Employer Enhanced Contributions.

You must complete a Year of Service during the Plan Year and be employed by any entity that is a member of the same controlled group as the Plan Sponsor on the last day of such Plan Year to receive Employer Contributions. However, if you have a Severance of Employment during a Plan Year by reason of death, Disability (as defined in Section 8.03), or attainment of Early Retirement Age (as defined in Section 8.02) or Normal Retirement Age (as defined in Section 8.01) you are required to complete a Year of Service during the Plan Year but you are not required to be employed by any entity that is a member of the same controlled group as the Plan Sponsor on the last day of such Plan Year to receive Employer Contributions. Any service earned after May 1, 2014 with Pocono-VNA Hospice (formerly VNA / Hospice of Monroe County) will be considered for calculating the annual Year of Service requirement for the Employer Enhanced and Employer Non-Elective Contribution

B. Employer Matching Contributions.

There are no special service requirements to receive Employer Matching Contributions.

ARTICLE VI
CONTRIBUTIONS TO THE PLAN

6.01 WHAT ARE ELECTIVE DEFERRALS?

A. Definition. You may contribute to the Plan by entering into a salary reduction agreement with the Plan Sponsor, whereby you agree to reduce your future compensation by a specific amount, and the Plan Sponsor agrees to apply such salary reduction amounts to one or more Investment Arrangements on your behalf. Your salary reduction amounts are called Elective Deferrals. The Plan Administrator may impose certain administrative limitations on the number of times you may change the amount of your Elective Deferrals to the Plan during any year. There are two types of Elective Deferrals and the Plan permits in-Plan Roth Conversions:

Pre-Tax Elective 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 a "Pre-Tax Elective 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 Elective Deferrals and any earnings, you will pay the taxes on those deferrals and the earnings. Therefore, federal income taxes on the Pre-Tax Elective Deferrals and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Roth Elective Deferrals.

You also may be able to avoid taxation on earnings under the Plan by designating your Elective Deferrals as Roth Elective Deferrals. Roth Elective 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 Elective Deferrals (as discussed in Section 6.04), you will not have to pay any income taxes at the time you withdraw your Roth Elective Deferrals from the Plan, including amounts attributable to earnings. Thus, if you take a qualified distribution (as described in Section 6.04) your entire distribution may be withdrawn tax-free. You should discuss the relative advantages of Pre-Tax Elective Deferrals and Roth Elective Deferrals with a financial advisor before deciding how much to designate as Pre-Tax Elective Deferrals and Roth Elective Deferrals.

In-Plan Roth Conversions.

In addition to making new Roth Elective Deferrals, you also may be able to convert your existing non-Roth vested Plan accounts to a "Roth" account within the Plan. This includes not only Pre-Tax Elective Deferrals, but other contributions, such as Matching and other Employer Contributions made to the Plan by the Plan Sponsor on your behalf. 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 Elective 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 Elective 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 Elective Deferrals.

B. Minimum Elective Deferrals. You will be permitted to make Elective Deferrals in any amount up to the maximum allowed in Section C below. There is no minimum required.

C. Maximum Elective Deferrals. You will be permitted to make Elective Deferrals up to the maximum allowed by current law. The limit for the total amount of pre-tax and Roth Elective Deferrals for 2022 is $20,500. After 2022, the dollar limit may increase for cost of living adjustments. In addition, if you are age 50 or older, then you may elect to contribute additional pre-tax and Roth Elective Deferrals (called "catch-up contributions") to the Plan. The additional amounts may be contributed regardless of any other limitations on the amount that you may contribute to the Plan. The total maximum pre-tax and Roth catch-up contributions that you can make in 2022 is $6,500. After 2022, the maximum may increase for cost of living adjustments.

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.

Before January 1, 2019, the Plan permitted eligible participants to make additional Elective Deferrals to the Plan pursuant to Section 403(b) of the Internal Revenue Code (called “cap expansion contributions”). Beginning January 1, 2019, cap expansion contributions are no longer be permitted to be made to the Plan.

6.02 WHAT CONTRIBUTIONS WILL THE EMPLOYER MAKE TO THE PLAN?

The following contributions may be made by the Plan Sponsor or a Participating Employer to the Plan on your behalf if you are eligible for Employer Contributions:

Employer Non-Elective Contributions.

You may be entitled to share in the contributions made by the Plan Sponsor or a Participating Employer to the Plan. The amount of contribution made each Plan Year is totally within the Plan Sponsor’s or Participating Employer’s discretion and may be zero in some years. If Employer Non-Elective Contributions are made to the Plan, they will be made at a rate equal to a uniform percentage of the compensation of each participant who is eligible for Employer Non-Elective Contributions.

Employer Enhanced Contributions.

You will receive the Employer Enhanced Contributions at a rate equal to a specified percentage of your compensation. The percentage which the Plan Sponsor or a Participating Employer will contribute on your behalf is based on the schedule below:

Age and Service Qualifier	Employer Enhanced Contribution Percentage
If your age plus Years of Service as of the first day of the Plan Year are equal to or greater than 80	1%
If your age plus Years of Service as of the first day of the Plan Year are equal to or greater than 70 and less than 80	.5%

Years of Service for purposes of Employer Enhanced Contribution Percentage.

Only periods of employment with a Participating Employer shall be taken into account for purposes of determining Years of Service for purposes of the Employer Enhanced Contribution percentage.

You will be credited with the sum of your age and Years of Service when calculated at January 1, 2013 and January 1, 2014. The numerical value determined as of January 1, 2014 will remain fixed for your remaining years of employment with the Plan Sponsor, any Participating Employer and any other entity that is a member of the same controlled group as the Plan Sponsor. If on January 1, 2014 your age plus Years of Service is less than 70, you will never become eligible for Employer Enhanced Contributions, even if in later years, your age plus Years of Service equal or exceed 70.

If you are an employee of JNESO, you will be credited with the sum of your age and Years of Service when calculated each year on January 1st, beginning January 1, 2015.

Employer Enhanced Contribution for Employees who are members of the JNESO union who cease to be members of the JNESO union during a Plan Year.

For purposes of determining the Employer Enhanced Contribution percentage, a participant who is a member of the JNESO union with a 1% Employer Enhanced Contribution percentage whose employment status changes during a Plan Year such that the participant is no longer a member of the JNESO union will retain the 1% Employer Enhanced Contribution Percentage for both the entire Plan Year that includes the date he or she ceased to be a member of the JNESO union and subsequent Plan Years while employed as an employee who is not a member of the JNESO union. If such employee subsequently becomes a member of the JNESO union, he or she will retain the 1% Employer Enhanced Contribution percentage.

For purposes of determining the Employer Enhanced Contribution percentage, a participant who is a member of the JNESO union with a 0.5% Employer Enhanced Contribution percentage whose employment status changes during Plan Year such that the participant is no longer a member of the JNESO union will retain the 0.5% Employer Enhanced Contribution percentage for the entire Plan Year that includes the date he or she ceased to be a member of the JNESO union and for the period during which he or she is employed as an employee who is not a member of the JNESO union. If such employee subsequently become a member of the JNESO union, he or she will be credited with the sum of his or her age and Years of Service when calculated each year on January 1st during his or her subsequent employment as a member of the JNESO union, and his or her Years of Service during the period of employment as an employee who is not a member of the JNESO union will be taken into account for purposes of determining his or her Employer Enhanced Contribution percentage; provided, however, that for purposes of the preceding sentence, only periods of employment with a Participating Employer shall be taken into account for purposes of determining Years of Service for purposes of the Employer Enhanced Contribution.

Notwithstanding the foregoing, this section is subject to all of the other Plan provisions relating to the Employer Enhanced Contribution.

Employer Enhanced Contribution for Employees who become members of the JNESO union during a Plan Year.

For purposes of determining the Employer Enhanced Contribution percentage, a participant who is not a member of the JNESO union with a 1% Employer Enhanced Contribution percentage who becomes a member of the JNESO union during a Plan Year will retain the 1% Employer Enhanced Contribution Percentage for both the entire Plan Year that includes the date he or she became a member of the JNESO union and subsequent Plan Years while employed as an employee who is a member of the JNESO union. If such employee subsequently ceases to be a member of the JNESO union, he or she will retain the 1% Employer Enhanced Contribution percentage.

For purposes of determining the Employer Enhanced Contribution percentage, a participant who is not a member of the JNESO union with a 0.5% Employer Enhanced Contribution percentage who becomes a member of the JNESO union during a Plan Year will retain the 0.5% Employer Enhanced Contribution percentage for the entire Plan Year that includes the date he or she became a member of the JNESO union. During such participant's period of employment as a member of the JNESO union, he or she will be credited with the sum of his or her age and Years of Service when calculated each year on January 1st. If such participant subsequently ceases to be a member of the JNESO union, he or she will retain his or her Employer Enhanced Contribution percentage for the period during which he or she is employed as an employee who is not a member of the JNESO union. If such participant's Enhanced Contribution percentage increased from 0.5% to 1% while her or she was employed as a member of the JNESO union and he or she again becomes an employee who is not a member of the JNESO union, such participant will retain the 1% Employer Enhanced Contribution percentage for the entire Plan Year that includes the date he or she ceased to be a member of the JNESO union and for all subsequent Plan Years as an employee who is not a member of the JNESO union.

Notwithstanding the foregoing, this section is subject to all of the other Plan provisions relating to the Employer Enhanced Contribution.

Employer Matching Contributions.

The Plan Sponsor or a Participating Employer will contribute $1.00 for every $1.00 of your Pre-Tax Elective Deferrals and Roth Elective Deferrals made each pay-period for the Plan Year. However, for purposes of the Employer Matching Contribution, your total pre-tax and Roth Elective Deferrals in excess of 3 percent of your compensation paid each pay-period will not be taken into account. The amount of the Employer Matching Contribution made by the Plan Sponsor or a Participating Employer is within the Plan Sponsor's or Participating Employer's discretion and may vary.

EXAMPLE: If you make $50,000 per year, your compensation per pay-period will equal $1,923.07 ($50,000 divided by 26 pay-periods). The maximum pay-period match for you is $57.69 (3% of $1,923.07). If your Elective Deferral each pay-period is more than $57.69, you will receive the maximum Matching Contribution. If, however, you change your Elective Deferral amount during the Plan Year such that your Elective Deferrals for each pay period goes below $57.69, you will not take advantage of the full Matching Contribution for the Plan Year.

6.03 DO ANY OTHER LIMITATIONS ON CONTRIBUTIONS APPLY?

The following additional limitations apply to contributions made by you or by the Plan Sponsor on your behalf:

IRS limit on total contributions under the Plan. The IRS imposes a maximum limit on the total amount of contributions you may receive under this Plan. This limit applies to all contributions made by the Plan Sponsor to the Plan on your behalf, all contributions you contribute to the Plan, and any forfeitures allocated to any of your accounts during the year. Under this limit, the total of all contributions under the Plan cannot exceed a specific dollar amount or 100% of your annual compensation, whichever is less. For 2022, the specific dollar limit is $61,000. For years after 2022, this amount may be increased for inflation. For purposes of applying the 100% of compensation limit, your annual compensation includes all taxable compensation, increased for any Elective Deferrals you may make to this Plan and any pre-tax contributions you may make to any other plan we may maintain, such as a cafeteria health plan.

Special rules applicable to allocation of Employer Contributions**.** The Internal Revenue Code contains several complex rules that apply to Employer Contributions, which must pass certain nondiscrimination tests each Plan Year to ensure that the Plan does not discriminate in favor of "highly compensated employees." Generally, anyone who earned more than $130,000 during 2021 is considered a highly compensated employee for 2022. After 2022, this amount may be increased for cost of living adjustments. If you are impacted by any of these limitations, the Plan Administrator will provide you with additional information. These nondiscrimination tests do not apply to Elective Deferrals to this Plan.

6.04 WHAT ARE THE LIMITATIONS ON FAVORABLE TAX TREATMENT?

Except as provided below, contributions made by you and any contributions made by the Plan Sponsor or a Participating Employer to the Plan on your behalf are generally not taxable when made to the Plan. Instead, you are generally taxed when withdrawals are made from the Plan. 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 owe tax if the total contributions in a year exceed limitations under the federal tax laws.

Roth Elective Deferrals. If you make Roth Elective Deferrals to the Plan, you will not be taxed on the amount of the Roth Elective 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 Elective Deferrals, provided you take the Roth Elective Deferrals and earnings in a qualified distribution. For this purpose, a qualified distribution occurs only if you have had your Roth Elective 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 Elective Deferrals and Roth Elective Deferrals to the Plan, you may designate the extent to which a distribution of Elective Deferrals is taken from your Pre-Tax Elective Deferrals Account or your Roth Elective Deferrals Account. Any distribution of Elective Deferrals (including Roth Elective 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 Elective Deferrals. (You will never be taxed on the Roth Elective Deferrals distributed since those amounts are taxed at the time you make the Roth Elective Deferrals or in-Plan Roth Conversion.)

Distributions before age 59½. If you receive a distribution before age 59½, you generally will be subject to a 10% penalty tax in addition to regular income taxation on the amount of the distribution that is subject to taxation. You may avoid the 10% penalty tax by rolling your distribution into another plan or IRA. Certain exceptions to the penalty tax may apply. For more information, please review the "Special Tax Notice," which may be obtained from the Plan Recordkeeper.

If you convert Pre-Tax Elective Deferrals to Roth Elective Deferrals under an in-Plan Roth Conversion (as described in Section 6.01), the 10% penalty does not apply at the time of the in-Plan Roth Conversion. However, if you

subsequently take a distribution of converted amounts before you turn age 59½, you may be subject to the 10% penalty unless you have held the converted amounts in the plan for at least five years.

6.06 WHAT DOES COMPENSATION MEAN FOR PLAN PURPOSES?

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.

B. Compensation Limit. 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.

6.07 DOES THE PLAN ACCEPT TRANSFERS/ROLLOVERS FROM ANOTHER 403(b) PLAN?

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 Contribution Account. You will always be 100% vested in your Rollover Contributions. 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.

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 the Plan.

6.08 DOES THE PLAN PERMIT TRANSFERS TO ANOTHER 403(b) PLAN?

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

ARTICLE VII
VESTING

7.01 WHAT IS VESTING?

Vesting is that portion of your Plan accounts which cannot be forfeited. It is directly related to your length of service with any Participating Employer (or prior participating employer), the Plan Sponsor and any entity that is a member of the same controlled group as the Plan Sponsor. Vesting is expressed as a percentage of your Plan account balances. Other terms which may be used to represent your vesting are nonforfeitable interest, vested interest or vested percentage.

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

At all times, you will be 100% vested in your Elective Deferrals Account and Rollover Contribution Account.

7.03 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM EMPLOYER CONTRIBUTIONS TO THE PLAN?

Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your Plan account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as explained in Section 7.02, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Your "vested percentage" in your account attributable to Employer Contributions is determined under the following schedule:

Vesting Schedule
Profit Sharing Contributions

Years of Service	Percentage
Less than 3	0%
3	100%

Notwithstanding any Plan provision to the contrary, you will be 100% vested in your accounts derived from Employer Contributions if you are employed on or after your Normal Retirement Age (age 65) or if you were 100% vested in the Pocono Hospital Employee's Retirement Plan as of December 31, 2012.

7.04 WHAT ARE FORFEITURES?

Forfeitures occur when a participant has a Severance of Employment before becoming 100% vested in his or her Plan accounts derived from Employer Contributions. The Plan Sponsor may decide in its discretion how to treat forfeitures under the Plan, which may include using forfeitures to pay Plan expenses, using forfeitures to reduce amounts otherwise required to be contributed to the Plan, or reallocating forfeitures to Participant as additional Employer Contributions.

7.05 WHAT HAPPENS TO NON-VESTED MONEY IF I HAVE A SEVERANCE OF EMPLOYMENT AND I AM LATER REHIRED?

If you are subsequently rehired by any entity that is a member of the same controlled group as the Plan Sponsor after a Severance of Employment, but before five or more consecutive one-year Breaks in Service, your previously forfeited Plan accounts, if any, will be reinstated.

If you are rehired after having five or more consecutive Breaks in Service, you will permanently forfeit any benefits which were not vested upon your Severance of Employment.

7.06 WHAT OTHER VESTING RIGHTS DO I HAVE?

If the Plan's vesting schedule is amended at a later date, your vested benefit under the amendment must be at least as great as that prior to the amendment. You may elect to have your vested percentage calculated under the pre-amendment vesting schedule if you have at least 3 Years of Service as of the date the amendment is adopted.

ARTICLE VIII
DISTRIBUTIONS AND LOANS

8.01 WHAT IS NORMAL RETIREMENT AGE?

Your Normal Retirement Age is the date on which you reach age 65.

8.02 WHAT IS EARLY RETIREMENT AGE?

Your Early Retirement Age is the date on which you reach age 59½.

8.03 WHAT IS DISABILITY?

Under the Plan, you will be considered to have a Disability for purposes of applying the Plan's distribution rules if you are considered to be disabled under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits. If you have a Severance of Employment due to a Disability, you will be eligible to receive a distribution of your vested account balance under the Plan's normal distribution rules. Distributions before you have a Severance of Employment are not permitted due to a Disability.

8.04 WHAT BENEFITS ARE PROVIDED UPON MY SEVERANCE OF EMPLOYMENT?

If you have a Severance of Employment, you will be entitled to the vested percentage of your Plan accounts. Non-vested balances, if any, will be forfeited.

8.05 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED BY THE EMPLOYER?

A. Elective Deferrals. The portion of your Elective Deferrals Accounts will be available for distribution prior to your Severance of Employment under the following circumstances:

(1) in the event of hardship (see Section 8.07);

(2) after you reach age 59½, or

(3) 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.

B. Contributions Made by the Employer. The vested portion of your Employer Contributions Accounts will be available for distribution prior to your Severance of Employment after you have reached age 59½ or if it is qualified birth or adoption distribution, as described in Section9.01A(3) above.

Notwithstanding the above distribution events, no portion of your Plan accounts derived from Elective Deferrals, Employer Non-Elective Contributions, Employer Enhanced Contributions and Employer Matching Contributions to a custodial account are available for distribution before (1) you reach age 59½, (2) your Severance of Employment (including Severance of Employment due to Disability (see Section 8.03), (3) death, (4) as required under minimum distribution rules (see Section 9.05), (5) for purposes of passing any necessary contribution limit or nondiscrimination tests, or (6) for purposes of Elective Deferrals only, financial hardship.

8.06 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 the following Plan accounts:

Elective Deferrals Accounts
Rollover Contribution Accounts

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. Spousal Consent. If you use any portion of your Plan accounts as collateral for a loan and you are married, you must obtain your spouse's written consent in order to do so. This consent must be obtained within the 180-day period prior to the date on which the loan is made, and must be witnessed by a notary or the Plan Administrator (or his or her representative). Your spouse's consent is required for any subsequent revision of the loan. No more than 50% of your vested interest may be used as collateral for a loan.

E. 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 in the Plan as of the date the loan is made.

F. Unpaid Balance. Any unpaid loan balance will be deducted from your benefits when paid as a result of any distributable event (death, retirement, Severance of Employment (including Severance of Employment due to Disability (as defined in Section 8.03)). However, you do have the option of repaying your loan balance prior to taking a distribution.

8.07 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS?

You may elect to withdraw part or all of your Elective Deferral Account 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;

(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; and

(d) If you are married, a hardship distribution will not be made to you unless a Qualified Election (see Section 9.03) to waive the Qualified Joint and Survivor Annuity (see Section 9.01) is made within the 180-day period ending on the date of such distribution.

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

ARTICLE IX
BENEFIT PAYMENT OPTIONS

9.01 HOW IS MY VESTED PLAN ACCOUNT BALANCE PAID?

There are various methods by which your vested Plan accounts may be distributed to you from the Plan. The method depends on your marital status, elections made by you and your spouse (if any), and the size of your vested Plan account balance. All methods of distribution, however, have equivalent values. For purposes of Article IX, your Annuity Starting Date is the first day of the first period for which an amount is payable to you as an annuity or in any other form, for any reason.

A. Married Participants. If you are married as of your Annuity Starting Date, the normal form of payment is a 50% Qualified Joint and Survivor Annuity (QJSA), unless you make a Qualified Election (see Section 9.03) (with your spouse's consent) to waive this form of benefit and select an optional form of payment. A QJSA is an annuity that pays you a monthly benefit for your lifetime and if you die after benefits have begun and you are survived by a spouse, your spouse will receive for the rest of his or her life, a monthly benefit equal to 50% of the monthly benefit you were receiving at the time of your death. You may, however, elect a QJSA with a larger benefit for your spouse, such as 75% or 100%, which will mean lower payments during your life and higher payments during your spouse's life than the minimum required 50% QJSA. You should consult qualified tax counsel before making your QJSA election, since other forms of payment may yield a higher monthly benefit.

B. Unmarried Participants. If you are not married as of your Annuity Starting Date, you will automatically receive a life annuity, unless you make a Qualified Election (see Section 9.03) to receive some other form of payment. This means you will receive payments for as long as you live. Upon your death, payments cease.

C. Waiver Period. Before you make your election to receive a distribution of your Plan accounts, the Plan Recordkeeper will give you written information explaining the QJSA and other available payment options in greater detail. You will be given this information and the option to waive the QJSA if you are married or the life annuity form of payment if you are not married between 30 and 180 days prior to the Annuity Starting Date. If you are married, your spouse must consent, in writing, to any Qualified Election (see Section 9.03) you make to waive the QJSA and this waiver must be witnessed by a notary or a Plan representative. You may revoke any such waiver at any time without your spouse's consent, but any new waiver will require a new spousal consent.

You may elect to waive the requirement that the written explanation described above be provided to you at least 30 days prior to your annuity starting date. This waiver must be in writing, and if you are married as of your Annuity Starting Date, your spouse must consent to the waiver. However, if you elect to waive this 30-day period, your distribution cannot commence for at least seven days after the written explanation is provided to you.

D. Alternative Forms of Benefit Payments. Regardless of your marital status at the time you are electing a distribution, you may elect to receive your retirement benefit in the form of a life annuity, a 50% joint and survivor annuity, a 75% joint and survivor annuity (called a ''qualified optional survivor annuity"), partial payments, installment payments or a lump sum payment. If you are married as of your Annuity Starting Date and you elect any form of payment other than a QJSA with your spouse as your beneficiary, and the required written consent of your spouse has been provided to the Plan Recordkeeper, you may receive your retirement benefit in one of the alternative payout options.

E. Benefits Upon Death after Retirement Benefits Commence. If you die after payment of benefits has begun, the remaining portion of your Plan accounts must be distributed at least as rapidly as under the method of distribution which was in effect on the date of your death.

9.02 WHAT HAPPENS IF I DIE BEFORE ALL OF MY VESTED PLAN ACCOUNT BALANCE HAS BEEN DISTRIBUTED FROM THE PLAN?

If you die before you have received 100% of your vested Plan account balance, there are various methods by which your vested Plan accounts may be distributed to your surviving spouse or other designated beneficiary. The method depends on your marital status, elections made by you and your spouse (if any), and the size of your vested Plan account balance. All methods of distribution, however, have equivalent values. Since your age and marital status both have a major impact on the form and manner of your death benefit, it is essential that you inform the Plan Recordkeeper as to your proper age and any changes in your marital status.

A. Unmarried Participants. If you are not married at the time of your death and you have a vested Plan account balance, your spouse cannot be located, or your spouse has properly waived any right to the Qualified Pre-Retirement Survivor Annuity (see below), then your vested Plan accounts will be paid to the beneficiary you have properly

designated on a form to be provided by the Plan Recordkeeper. Your beneficiary may elect to receive his or her distribution in the form of an annuity, partial payments, installment payments or a lump sum payment.

B. Married Participants – Qualified Pre-Retirement Survivor Annuity (QPSA). If you are married at the time of your death and you have a vested Plan account balance, an amount equal to 50% of your vested Plan account balance will be paid to your surviving spouse or other designated beneficiary (see below) in the form of a Qualified Pre-Retirement Survivor Annuity (QPSA). The QPSA will be paid in periodic payments made over your spouse's or beneficiary's lifetime if you die:

(1) after you have become vested; and,

(2) before your Annuity Starting Date (see Section 9.01); and,

(3) you have not made a Qualified Election (see Section 9.03) to waive the QPSA.

C. Beneficiary Other Than Spouse. 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 no waiver is in effect and you wish to designate a beneficiary other than your spouse for up to 50% of your vested Plan account balance, you may do so without your spouse's consent. However, your spouse will still be entitled to 50% of your vested Plan account balance. Any balance remaining after payment to your spouse may be paid to your designated beneficiary.

D. Waiver Period. The period during which you and your spouse may waive the QPSA begins as of the first day of the Plan Year in which you reach age 35 and ends when you die (the "Waiver Period"). Should you have a Severance of Employment prior to this period, your right to waive the QPSA commences as of the date of your Severance of Employment and ends upon your death. The Plan Recordkeeper will provide you with a detailed explanation of the QPSA within the period beginning with the first day of the Plan Year in which you reach age 32 and ending with the close of the Plan Year preceding the Plan Year in which you reach age 35, or if applicable, within a reasonable period of time following your date of employment or Severance of Employment.

E. No Beneficiary Designation. 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.

9.03 WHAT IS A QUALIFIED ELECTION?

A. Definition. A Qualified Election is your election not to receive benefits payable under the Plan in the form of a QJSA (see Section 9.01) and/or to have death benefits paid in a form other than a QPSA (see Section 9.02), provided that your spouse, if any, consents to such election in the presence of a Plan representative or a notary public.

The Qualified Election and your spouse's consent must be in writing on the form(s) prescribed by the Plan Administrator. No election will be a Qualified Election unless and until it is approved by the Plan Administrator. A Qualified Election will be effective only with respect to the spouse who has consented to the election.

B. Without Spousal Consent. If you establish to the satisfaction of the Plan Administrator that spousal consent cannot be obtained because you are not married, or because you cannot locate your spouse, your election will be deemed a Qualified Election.

9.04 DO DISTRIBUTIONS OF DIFFERENT AMOUNTS RECEIVE SPECIAL TREATMENT?

The Plan provides that if you have a Severance of 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 Severance of Employment. If the vested interest is less than $1,000, your lump sum will be cashed out directly to you. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). If a mandatory distribution is being made to you because your vested interest in the Plan is more than $1,000 but more than $5,000, and you do not make an affirmative election to either receive a distribution or make a direct rollover 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, at any time and without cost, 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 (see Section 2.03) for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

9.05 WHEN MUST MY VESTED PLAN ACCOUNT BALANCE BE PAID?

There are rules which require that certain minimum distributions be made from the plan.

Except for amounts prior to January 1, 1987, for which records have been maintained by the issuer of your annuity contract under the Plan or the custodian of your custodial account (mutual funds) under the Plan ("grandfathered amounts") the following rules apply to your benefits under the Plan:

Latest Beginning Date. There are rules which require that certain minimum distributions be made from the Plan. Generally, distributions are required to begin no later than the 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) have a Severance of Employment. You should contact the Plan Administrator or the Plan Recordkeeper if you think you may be affected by these rules.

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

A. Distributions. 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.

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

(1) 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 transfer option described below would be the better choice.

(2) 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.

(3) 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 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.

(4) 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
CLAIMS PROCEDURES AND PROTECTED BENEFITS

10.01 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.

10.02 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.

10.03 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 or electronic 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 benefits are provided or administered by an insurance company, insurance service, or other similar organization subject to regulation under the insurance laws, the insurance policy, contract or certificate relating to those benefits may include the company, service or organization's own claims procedures. If so, that company, service, or organization will be the entity to which claims are addressed. Ask the Plan Administrator if you have any questions regarding the proper person or entity to which to address claims.

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

10.04 ARE MY BENEFITS PROTECTED?

As a general rule, your interest in your Plan accounts, 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.

10.05 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.

10.06 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 XI
STATEMENT OF ERISA RIGHTS

11.01 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 updated an 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.

11.02 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 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 if, for example, it finds your claim is frivolous.

11.03 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 XII
AMENDMENT AND TERMINATION OF THE PLAN

12.01 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 account.

12.02 CAN THE PLAN BE 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 become 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.

Upon termination, the investment providers holding assets of the Plan will distribute the contracts or custodial accounts held on your behalf to you, or will transfer the assets under the contracts or custodial accounts to another 403(b) plan, if you so direct. Your spouse's written consent, witnessed by a notary or a Plan representative (usually the Plan Administrator), must be obtained before any distribution, even in the case of Plan termination.