

# LEHIGH VALLEY HEALTH NETWORK, INC. 401(k) SAVINGS PLAN SUMMARY PLAN DESCRIPTION

**July 2023** 

### **TABLE OF CONTENTS**

### INTRODUCTION TO YOUR PLAN

What kind of Plan is this?1
What information does this Summary provide?
ARTICLE I PARTICIPATION IN THE PLAN
How do I participate in the Plan?
How is my service determined for purposes of Plan eligibility?
What service is counted for purposes of Plan eligibility?
What happens if I'm a Participant, terminate employment and then I'm rehired?4
ARTICLE II EMPLOYEE CONTRIBUTIONS
What are salary deferrals and how do I contribute them to the Plan?5
What are rollover contributions?
ARTICLE III EMPLOYER CONTRIBUTIONS
What is the Employer matching contribution and how is it allocated?
What are forfeitures and how are they allocated?
ARTICLE IV COMPENSATION AND ACCOUNT BALANCE
What compensation is used to determine my Plan benefits?
Is there a limit on the amount of compensation which can be considered?
Is there a limit on how much can be contributed to my account each year?
How is the money in the Plan invested?
Will Plan expenses be deducted from my account balance?
ARTICLE V VESTING
What is my vested interest in my account?
How is my service determined for vesting purposes?
What service is counted for vesting purposes?
What happens to my non-vested account balance if I'm rehired?
What happens if the Plan becomes a "top-heavy plan"?
ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS
Can I withdraw money from my account while working?
Can I withdraw money from my account in the event of financial hardship?12
ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT
When can I get money out of the Plan?14

What happens if I terminate employment before death, disability or retirement?	14
What happens if I terminate employment at Normal Retirement Age?	14
What happens if I terminate employment due to disability?	14
How will my benefits be paid to me?	14
A 77-101 - 1411	
ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH	
What happens if I die while I am still employed?	16
Who is the beneficiary of my death benefit?	16
How will the death benefit be paid to my beneficiary?	16
When must the last payment be made to my beneficiary?	16
What happens if I'm a Participant, terminate employment and die before receiving all my benefits?	16
ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS	
What are my tax consequences when I receive a distribution from the Plan?	17
Can I elect a rollover to reduce or defer tax on my distribution?	
, ————————————————————————————————————	
ARTICLE X LOANS	
Is it possible to borrow money from the Plan?	18
What are the loan rules and requirements?	18
ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES	
Are my benefits protected?	19
Are there any exceptions to the general rule?	19
Can the Plan be amended?	19
What happens if the Plan is discontinued or terminated?	19
How do I submit a claim for Plan benefits?	19
What if my benefits are denied?	19
What is the Claims Review Procedure?	20
What are my rights as a Participant?	20
What can I do if I have questions or my rights are violated?	21
ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN	
Plan Name	
Plan Number	
Plan Effective Dates	
Other Plan Information	
Plan Sponsor and Participating Employer Information	
Plan Administrator Information	
Plan Recordkeeper Information	
Plan Trustee Information and Plan Funding Medium	

### APPENDIX A POCONO VNA HOSPICE 401(k) PLAN

Introduction	24
Current employees	24
Former employees	24
APPENDIX B COORDINATED HEALTH 401(k) PLAN	
Introduction	25
In-service distributions upon attainment of age 59½	25
Current employees	
Former employees	25
APPENDIX C APTS 401(k) PLAN	
Introduction	26
In-service distributions upon attainment of age 59½	26
Current employees	
Former employees	26
u:\ret\cons\phl\hlephl\perm\spd\lvhn 401(k) plan\2023\49111.003 lvhn 401(k) plan spd - effective 07 01 2023 final.docx	

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

### **SUMMARY PLAN DESCRIPTION**

### INTRODUCTION TO YOUR PLAN

### What kind of Plan is this?

Lehigh Valley Health Network, Inc. (the "Plan Sponsor") established and maintains the Lehigh Valley Health Network, Inc. 401(k) Savings Plan (the "Plan") to provide you with the opportunity to save for retirement on a tax-advantaged basis. The Plan is a type of qualified retirement plan commonly referred to as a 401(k) plan. Generally, you are not taxed on pre-tax salary deferrals contributed to the Plan by you or amounts contributed to the Plan Sponsor on your behalf until you withdraw these amounts from the Plan. In addition, you also may choose to make contributions to the Plan on an after-tax basis, by designating your salary deferrals as Roth salary deferrals. While you are taxed on a Roth salary deferral in the year you contribute Roth salary deferrals to the Plan, you will not be taxed on the contribution or earnings attributable to Roth salary deferrals under the Plan when you elect to withdraw your Roth salary deferrals from the Plan, as long as your withdrawal is a qualified distribution (as described in Article IX).

### What information does this Summary provide?

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

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

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

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

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

- Employee pre-tax salary deferrals
- Employee after-tax Roth salary deferrals
- · Employer matching contributions
- Employee rollover contributions

# ARTICLE I PARTICIPATION IN THE PLAN

### How do I participate in the Plan?

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

### **Pre-Tax and Roth Salary Deferrals**

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

- Employees who are not employed by a Participating Employer (see the "Plan Sponsor and Participating Employer Information" section at the end of this SPD in the Article entitled "General Information About the Plan" for the list of Participating Employers),
- Union employees whose employment is governed by a collective bargaining agreement under which retirement benefits
  were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be
  included within the Plan.
- 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, and
- Prior to January 1, 2007, employees who were leased to Muhlenberg Primary Care (MPC) and were covered by MPC's 401(k) Plan.

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

**Entry Date.** For purposes of pre-tax and Roth salary deferrals, your Entry Date will be the date on which you satisfy the eligibility requirements.

### **Employer Matching Contributions**

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

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

Eligibility conditions. You will be eligible to receive matching contributions on the first day of the first payroll period next following the date you are credited with one (1) Year of Service. Employees who were not per-diem employees and who were eligible to participate in this Plan or the Lehigh Valley Health Network, Inc. 403(b) Savings Plan before January 1, 2022 are not subject to the one (1) Year of Service requirement.

### How is my service determined for purposes of Plan eligibility?

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

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

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

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

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

### What service is counted for purposes of Plan eligibility?

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

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a 1-Year Break in Service if you have terminated your employment with all entities that are a member of the same controlled group as the Plan Sponsor, and you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year eligibility Break in Service rule**. The five-year Break in Service rule applies only to participants who had no vested interest in the Plan when employment terminated with all entities that are a member of the same controlled group as the Plan Sponsor. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment after incurring five 1-Year Breaks in Service, you would have to resatisfy any minimum service requirements under the Plan.

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

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

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

Service with A5. Service with A5 will generally be counted in determining whether you satisfy the minimum service requirement to participate in the Plan if you were employed by this entity on the date you became an employee of Lehigh Valley Health Network, Inc.

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

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

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan according to the schedule below.

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

# ARTICLE II EMPLOYEE CONTRIBUTIONS

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

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

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

In-Plan Roth Conversions. In addition to making new Roth salary 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 salary deferrals, but other contributions, such as matching 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 salary 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 contributions 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 salary deferrals.

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

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

Salary deferral Limit. As a Participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. Such election will also apply to irregular pay (e.g., bonuses). Your total pre-tax and Roth salary deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2023 is \$22,500. After 2023, the dollar limit may increase for cost-of-living adjustments. See "Annual dollar limit" below for additional information. The Plan Administrator or the Plan Recordkeeper will notify you of the maximum percentage you may defer.

**Catch-up contributions.** If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to contribute to the Plan additional pre-tax and/or Roth salary deferrals (called "age 50 catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The total maximum pre-tax and Roth "age 50 catch-up contributions" that you can make in 2023, is \$7,500. After 2023, the maximum may increase for cost-of-living adjustments. Any "age 50 catch-up contributions" that you make will not be taken into account in determining any Employer matching contribution made to the Plan.

**Automatic salary deferral.** The Plan includes an automatic salary deferral feature. This means that if you do not make an affirmative salary deferral election (including an election not to make salary deferrals), the Plan Sponsor will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a pre-tax salary deferral.

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

- You may make an affirmative salary deferral election (including an election not to make salary deferrals) in accordance with the salary deferral procedures of the Plan. Your election will remain in effect until you modify or terminate it.
- If you do not make an affirmative salary deferral election (including an election not to make salary deferrals), the amount that
  will be automatically withheld from your pay each payroll period will be equal to 2% of your compensation as a pre-tax salary
  deferral.

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

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

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

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

### What are rollover contributions?

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

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

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

# ARTICLE III EMPLOYER CONTRIBUTIONS

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

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

**Matching contribution.** The Plan Sponsor will make a matching contribution equal to 50% of your pre-tax and Roth salary deferrals. However, any pre-tax and Roth salary deferrals that are "age 50 catch-up contributions" will not be matched.

Limit on matching contribution. In applying the matching contribution, however, pre-tax and Roth salary deferrals for each year that exceed 4% of your compensation for such period will not be considered (i.e., will not be matched). Employer matching contributions are allocated to Participant's accounts each payroll period. As a result, employees whose contributions cease during the year because they reached the IRS limit on salary deferrals (\$22,500 in 2023) or who change their salary deferral contribution percentage during the year, may not receive the maximum matching contribution for the plan year. The Plan Sponsor will make a "true-up" matching contribution so that eligible Participants receive the maximum matching contribution under the Plan based on the Plan's matching contribution formula and the percentage of total pay contributed during the year. The true-up matching contribution will be allocated to your account as soon as administratively feasible after the end of the calendar year during which you are eligible to receive a true-up matching contribution. Effective January 1, 2021, the Plan will only apply "true-up" matching contributions that exceed \$10.00.

Allocation conditions. In order to share in the matching contribution for the Plan Year, you must satisfy the following condition:

- Except as provided in the next bullet, you must be employed on the last day of the Plan Year.
- You will share in the matching contribution for the Plan Year if you are not employed on the last day of such Plan Year as a
  result of your death, disability (as defined in the Lehigh Valley Health Network, Inc. Retirement Plan), termination of
  employment after Normal Retirement Age (age 65) or termination of employment after Early Retirement Age (age 55 and
  completion of five vesting Years of Service).

### What are forfeitures and how are they allocated?

**Definition of forfeitures.** In order to reward employees who remain employed for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that the Plan Sponsor makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with any entity that is a member of the same controlled group as the Plan Sponsor for a specified period of time (see the Article entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the terminated Participant's account balance remains in the Plan and is called a forfeiture.

**Allocation of forfeitures.** 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 Participants as additional Employer contributions.

# ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

### What compensation is used to determine my Plan benefits?

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

- Compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- Military differential pay (wage continuation payments) will be excluded.
- 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.
- 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.
- 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.
- 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.

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

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2023 is \$330,000. After 2023, the dollar limit may increase for cost-of-living adjustments.

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

Generally, the law imposes a maximum limit on the amount of contributions (excluding age 50 catch-up contributions) that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. In 2023, this total cannot exceed the lesser of \$66,000 or 100% of your annual compensation. After 2023, the dollar limit may increase for cost-of-living adjustments.

### How is the money in the Plan invested?

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

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

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

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

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

### Will Plan expenses be deducted from my account balance?

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.

# ARTICLE V VESTING

### What is my vested interest in my account?

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

- Salary deferrals, including age 50 catch-up contributions
- Rollover contributions
- Employer matching contributions are 100% vested if you are an employee who was hired and eligible for this Plan before January 1, 2022. Employees that were hired and eligible for this Plan before January 1, 2022, terminate employment from all entities that are a member of the same controlled group as the Plan Sponsor, and are then rehired after January 1, 2022 will be 100% vested in matching contributions. Employees that transfer from the Lehigh Valley Health Network, Inc. 401(k) Savings Plan that were participants in the Lehigh Valley Health Network, Inc. Savings Plan before January 1, 2022 will be 100% vested in matching contributions upon becoming a participant in this Plan.

Vesting schedule for matching contributions. Unless you meet the requirements to be 100% vested in matching contributions, as described in the last bullet above, your "vested percentage" for matching contributions is based on vesting Years of Service. This means at the time you stop working, your matching contributions account balance is multiplied by your vested percentage. The result is your vested interest in your matching contributions, which is what you will actually receive from the Plan with respect to your matching contributions account balance. Your matching contributions will always, however, be 100% vested if you are employed on or after you reach your Normal Retirement Age (age 65), or if you die or become disabled (as defined in the Lehigh Valley Health Network, Inc. Retirement Plan). In addition, if you die while performing qualified military service, you will be 100% vested.

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

### Vesting Schedule Matching Contributions

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

### How is my service determined for vesting purposes?

Year of Service. To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during each calendar year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Plan Administrator or the Plan Recordkeeper will track your service and will credit you with a Year of Service for each calendar year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Plan Administrator or the Plan Recordkeeper.

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

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

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

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

### What service is counted for vesting purposes?

**Service with the Plan Sponsor.** In calculating your vested percentage, all service you perform for any entity that is a member of the same controlled group as the Plan Sponsor will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you have terminated your employment with all entities that are a member of the same controlled group as the Plan Sponsor, and you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year Break in Service rule.** The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment terminated with all entities that are a member of the same controlled group as the Plan Sponsor. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

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

**Service prior to the acquisition date.** Service with an employer before the date that employer was acquired by the Plan Sponsor will generally be counted in determining your Years of Service for vesting if you were an employee of the acquired employer on the date the employer was acquired by the Plan Sponsor.

**Service on and after the acquisition date.** Service with an employer on and after the date that employer was acquired by the Plan Sponsor will generally be counted in determining your Years of Service for vesting.

**Service with A5**. Service with A5 will generally be counted in determining your Years of Service for vesting if you were employed by this entity on the date you became an employee of Lehigh Valley Health Network, Inc.

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

### What happens to my non-vested account balance if I'm rehired?

If you have no vested interest in the Plan when you terminate employment with all entities that are a member of the same controlled group as the Plan Sponsor, your account balance will be forfeited. However, if you are rehired by any entity that is a member of the same controlled group as the Plan Sponsor before incurring five 1-Year Breaks in Service, your account balance as of your termination date will be restored, unadjusted for any gains or losses.

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

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

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

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

# ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

### Can I withdraw money from my account while working?

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

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

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

If you were a participant in the Coordinated Health 401(k) Plan (the "CH 401(k) Plan") and you have an account in this Plan due to the merger of the CH 401(k) Plan into this Plan effective as of October 31, 2021, see Appendix B for additional information about in-service distributions upon attainment of age 59½ related to your CH 401(k) Plan account.

If you were a participant in the APTS, Inc. 401(k) Plan and you have an account in this Plan due to the merger of the APTS, Inc. 401(k) Plan into this Plan effective as of April 28, 2022, see Appendix C for additional information about in-service distributions upon attainment of age 59½ related to your APTS, Inc. 401(k) Plan account.

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

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

**Qualifying expenses.** A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you 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.

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

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

- (b) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution; and
- (c) You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans that the Plan Sponsor or any entity that is a member of the same controlled group as the Plan Sponsor maintains.

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

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

# ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

### When can I get money out of the Plan?

You may receive a distribution of the vested portion of your accounts in the Plan upon termination of employment from all entities that are a member of the same controlled group as the Plan Sponsor for any reason as soon as administratively feasible following your termination of employment. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

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

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with any entity that is a member of the same controlled group as the Plan Sponsor. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator or the Plan Recordkeeper for further details.

### What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

### What happens if I terminate employment at Normal Retirement Age?

Normal Retirement Age. You will attain your Normal Retirement Age when you reach age 65.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age (age 65). However, the actual payment of benefits generally will not begin until you have terminated employment with all entities that are a member of the same controlled group as the Plan Sponsor and reached your Normal Retirement Age. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Age, benefits will be deferred until you actually terminate employment with all entities that are a member of the same controlled group as the Plan Sponsor and request them; however, payment is 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) terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

### What happens if I terminate employment due to disability?

**Definition of disability.** Under the Plan, disability is defined the same as it is defined in the Lehigh Valley Health Network, Inc. Retirement Plan. If you are receiving disability benefits under the Long-Term Disability plan sponsored by Lehigh Valley Health Network, Inc., you are considered to have terminated employment due to a disability under the Plan.

Payment of benefits. If you become disabled while an employee of any entity that is a member of the same controlled group as the Plan Sponsor, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

### How will my benefits be paid to me?

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

**Automatic IRA Rollover.** The Plan provides that if you terminate employment and your vested interest in the Plan does not exceed \$5,000, then a lump-sum distribution will be made to you as soon as administratively practicable following your termination of employment. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan or an individual retirement account ("IRA"). If a mandatory distribution is being made to you because your vested interest in the Plan is more than \$1,000 but not more than \$5,000, and you do not make an affirmative election to either receive a distribution or make a direct rollover of the distribution to an IRA or another employer retirement plan, then your distribution will automatically be rolled over to an IRA. The IRA provider selected by the Plan Administrator will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money

market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Plan Recordkeeper at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Generally, distributions are required to begin 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) terminate employment. You should contact the Plan Administrator or the Plan Recordkeeper if you think you may be affected by these rules.

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

# ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

### What happens if I die while I am still employed?

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

### Who is the beneficiary of my death benefit?

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

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

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

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

**No beneficiary designation.** 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.

### How will the death benefit be paid to my beneficiary?

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

### When must the last payment be made to my beneficiary?

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

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

For more information, contact the Plan Recordkeeper.

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

If you terminate employment with all entities that are a member of the same controlled group as the Plan Sponsor and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

# ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS

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

Except as described below, 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.

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

**Distributions before age 59**½. 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 salary deferrals to Roth salary deferrals under an in-Plan Roth conversion (as described in Article II), the 10% penalty does not apply at the time of the 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.

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

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

**60-day rollover.** The rollover of all or a portion of the distribution to a traditional individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. 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.

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

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

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

# ARTICLE X LOANS

### Is it possible to borrow money from the Plan?

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

### What are the loan rules and requirements?

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

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

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

# ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES

### Are my benefits protected?

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

### Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Plan Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Plan Administrator or the Plan Recordkeeper, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator or the Plan Recordkeeper will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Plan Administrator or the Plan Recordkeeper, without charge, a copy of the procedure used by the Plan Administrator or the Plan Recordkeeper to determine whether a qualified domestic relations order is valid.

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

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

### Can the Plan be amended?

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

### What happens if the Plan is discontinued or terminated?

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

### How do I submit a claim for Plan benefits?

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

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

### What if my benefits are denied?

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

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

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

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

### What is the Claims Review Procedure?

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

- (a) You must file the claim for review not later than 60 days after you have received written notification of the denial of your claim for benefits.
- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
- (d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

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

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

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

### What are my rights as a Participant?

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

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

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

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

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

# ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN

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

### **Plan Name**

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

### **Plan Number**

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

#### Plan Effective Dates

The Plan was originally effective on July 1, 2006. This Summary Plan Description reflects the Plan as amended and restated effective as of January 1, 2022, and subsequently amended effective as of October 1, 2022.

#### Other Plan Information

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

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

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

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

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

### Plan Sponsor and Participating Employer Information

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

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

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

- Health Network Laboratories, LP
- Lehigh Valley Anesthesia Services, P.C.
- Lehigh Valley Health Services, Inc.

### **Plan Administrator Information**

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

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

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

### Plan Recordkeeper Information

The Plan Recordkeeper assists the Plan Administrator with certain administrative services, which are described in this Summary Plan Description. Corebridge Financial 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
Corebridge Financial
2271 SE 27th
OSAGE Facility
Amarillo, TX 79103-4301

### Plan Trustee Information and Plan Funding Medium

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

The Plan's Trustee is:

VALIC Trust Company Inc. 2929 Allen Parkway America Tower 37th Floor Houston, Texas 77019 Telephone: (713) 831- 3292

### APPENDIX A POCONO VNA-HOSPICE 401(k) PLAN

### Introduction

If you were a participant with an account balance in the Pocono VNA-Hospice 401(k) Plan (the "Pocono 401(k) Plan") on January 1, 2021, this Appendix A applies to you. Effective as of January 1, 2021, the Pocono 401(k) Plan was merged into the Lehigh Valley Health Network, Inc. 401(k) Plan (the "LVHN 401(k) Plan"). This means that your total account balance under the Pocono 401(k) Plan was transferred into the LVHN 401(k) Plan as a result of this merger. Your Pocono 401(k) Plan account will remain in the LVHN 401(k) Plan until such time as it has been distributed to you. Your Pocono 401(k) Plan account is subject to the provisions of the LVHN 401(k) Plan and you should refer to this Summary Plan Description ("SPD"), which describes the benefits, rights and features applicable to your Pocono 401(k) Plan account.

### **Current employees**

If you are employed by Pocono VNA-Hospice or another entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., your eligibility to make salary deferral contributions and to receive employer contributions under a defined contribution plan sponsored by Lehigh Valley Health Network, Inc. is determined based on the entity that employs you, the types of contributions permitted by the terms of such plan, and whether you meet the eligibility requirements to participate in such plan. Each plan sponsored by Lehigh Valley Health Network, Inc. allows other employers to adopt its provisions (called "Participating Employers") and employees of those Participating Employers are eligible to participate in the plan, provided they meet the eligibility requirements of the plan. See the "Plan Sponsor and Participating Employer Information" section of this SPD in the Article entitled "General Information About the Plan" for the list of this Plan's Participating Employers.

If you are not an employee of a Participating Employer under this Plan, you are not eligible to make salary deferral contributions and to receive employer contributions under this Plan and you should refer to the SPD(s) for the plans that list your employer as a Participating Employer. However, because you have an account balance in this Plan with respect to your Pocono 401(k) Plan account that was merged into this Plan, you should also refer to this SPD to determine your rights under this Plan with respect to your Pocono 401(k) Plan account.

### Former employees

If you are no longer employed by any other entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., you are not eligible to participate in any retirement plans sponsored by Lehigh Valley Health Network, Inc.; however, you should refer to this SPD to determine your rights under the LVHN 401(k) Plan with respect to your Pocono 401(k) Plan account that was merged into the LVHN 401(k) Plan until such time as your Pocono 401(k) Plan account is distributed from the LVHN 401(k) Plan.

If you have questions. If you have any questions about your Pocono 401(k) Plan account or your eligibility to participate in any defined contribution retirement plan sponsored by Lehigh Valley Health Network, Inc. you should contact the Plan Recordkeeper. The Plan Recordkeeper's contact information is listed in the "Plan Recordkeeper Information" section of this SPD in the Article entitled "General Information About the Plan".

# APPENDIX B COORDINATED HEALTH 401(k) PLAN

### Introduction

If you were a participant with an account balance in the Coordinated Health 401(k) Plan (the "CH 401(k) Plan") on October 31, 2021, this Appendix B applies to you. Effective as of October 31, 2021, the CH 401(k) Plan was merged into the Lehigh Valley Health Network, Inc. 401(k) Plan (the "LVHN 401(k) Plan"). This means that your total account balance under the CH 401(k) Plan was transferred into the LVHN 401(k) Plan as a result of this merger. Your CH 401(k) Plan account will remain in the LVHN 401(k) Plan until such time as it has been distributed to you. Except as provided below, your CH 401(k) Plan account is subject to the provisions of the LVHN 401(k) Plan and you should refer to this Summary Plan Description ("SPD"), which describes the benefits, rights and features applicable to your CH 401(k) Plan account.

### In-service distributions upon attainment of age 591/2

In addition to requesting a distribution from your salary deferral account, you may also request a distribution from the Plan of your vested employer contributions accrued under the CH 401(k) Plan before October 31, 2021 prior to your termination of employment provided you have attained age 59½. Also, the law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59½. These accounts are the ones set up to receive your salary deferral contributions. Contact the Plan Administrator or the Plan Recordkeeper if you need more details.

### **Current employees**

If you are employed by any entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., your eligibility to make salary deferral contributions and to receive employer contributions under a defined contribution plan sponsored by Lehigh Valley Health Network, Inc. is determined based on the entity that employs you, the types of contributions permitted by the terms of such plan, and whether you meet the eligibility requirements to participate in such plan. Each plan sponsored by Lehigh Valley Health Network, Inc. allows other employers to adopt its provisions (called "Participating Employers") and employees of those Participating Employers are eligible to participate in the plan, provided they meet the eligibility requirements of the plan. See the "Plan Sponsor and Participating Employer Information" section of this SPD in the Article entitled "General Information About the Plan" for the list of this Plan's Participating Employers.

If you are not an employee of a Participating Employer under this Plan, you are not eligible to make salary deferral contributions and to receive employer contributions under this Plan and you should refer to the SPD(s) for the plans that list your employer as a Participating Employer. However, even if you are not eligible to participate in this Plan, because you have an account balance in this Plan with respect to your CH 401(k) Plan account that was merged into this Plan, you should also refer to this SPD to determine your rights under the this Plan with respect to your CH 401(k) Plan account.

### Former employees

If you are no longer employed by any entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., you are not eligible to participate in any retirement plans sponsored by Lehigh Valley Health Network, Inc.; however, you should refer to this SPD to determine your rights under the LVHN 401(k) Plan with respect to your CH 401(k) Plan account that was merged into the LVHN 401(k) Plan until such time as your CH 401(k) Plan account is distributed from the LVHN 401(k) Plan.

If you have questions. If you have any questions about your CH 401(k) Plan account or your eligibility to participate in any defined contribution retirement plan sponsored by Lehigh Valley Health Network, Inc. you should contact the Plan Recordkeeper. The Plan Recordkeeper's contact information is listed in the "Plan Recordkeeper Information" section of this SPD in the Article entitled "General Information About the Plan".

### APPENDIX C APTS 401(k) PLAN

### Introduction

If you were a participant with an account balance in the APTS 401(k) Plan on April 28, 2022, this Appendix C applies to you. Effective as of April 28, 2022, the APTS 401(k) Plan was merged into the Lehigh Valley Health Network, Inc. 401(k) Plan (the "LVHN 401(k) Plan"). This means that your total account balance under the APTS 401(k) Plan was transferred into the LVHN 401(k) Plan as a result of this merger. Your APTS 401(k) Plan account will remain in the LVHN 401(k) Plan until such time as it has been distributed to you. Except as provided below, your APTS 401(k) Plan account is subject to the provisions of the LVHN 401(k) Plan and you should refer to this Summary Plan Description ("SPD"), which describes the benefits, rights and features applicable to your APTS 401(k) Plan account.

### In-service distributions upon attainment of age 591/2

In addition to requesting a distribution from your salary deferral account, you may also request a distribution from the Plan of your vested employer contributions accrued under the APTS 401(k) Plan before April 28, 2022 prior to your termination of employment provided you have attained age 59½. Also, the law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59½. These accounts are the ones set up to receive your salary deferral contributions. Contact the Plan Administrator or the Plan Recordkeeper if you need more details.

### **Current employees**

If you are employed by any entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., your eligibility to make salary deferral contributions and to receive employer contributions under a defined contribution plan sponsored by Lehigh Valley Health Network, Inc. is determined based on the entity that employs you, the types of contributions permitted by the terms of such plan, and whether you meet the eligibility requirements to participate in such plan. Each plan sponsored by Lehigh Valley Health Network, Inc. allows other employers to adopt its provisions (called "Participating Employers") and employees of those Participating Employers are eligible to participate in the plan, provided they meet the eligibility requirements of the plan. See the "Plan Sponsor and Participating Employer Information" section of this SPD in the Article entitled "General Information About the Plan" for the list of this Plan's Participating Employers.

If you are not an employee of a Participating Employer under this Plan, you are not eligible to make salary deferral contributions and to receive employer contributions under this Plan and you should refer to the SPD(s) for the plans that list your employer as a Participating Employer. However, even if you are not eligible to participate in this Plan, because you have an account balance in this Plan with respect to your APTS 401(k) Plan account that was merged into this Plan, you should also refer to this SPD to determine your rights under the this Plan with respect to your APTS 401(k) Plan account.

### Former employees

If you are no longer employed by any entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., you are not eligible to participate in any retirement plans sponsored by Lehigh Valley Health Network, Inc.; however, you should refer to this SPD to determine your rights under the LVHN 401(k) Plan with respect to your APTS 401(k) Plan account that was merged into the LVHN 401(k) Plan until such time as your APTS 401(k) Plan account is distributed from the LVHN 401(k) Plan.

If you have questions. If you have any questions about your APTS 401(k) Plan account or your eligibility to participate in any defined contribution retirement plan sponsored by Lehigh Valley Health Network, Inc. you should contact the Plan Recordkeeper. The Plan Recordkeeper's contact information is listed in the "Plan Recordkeeper Information" section of this SPD in the Article entitled "General Information About the Plan".