EMORY HEALTHCARE, INC.
RETIREMENT SAVINGS AND MATCHING PLAN

Summary Plan Description

As in Effect January 2024

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Introduction

Emory Healthcare, Inc. is pleased to make the Emory Healthcare, Inc. Retirement Savings and Matching Plan (the "Plan") available to its employees. Planning today for life after retirement can make a difference in your financial future. The Plan was most recently amended and restated effective January 1, 2021 and has been amended after that date. This summary plan description ("SPD") describes the terms and operation of the Plan as in effect January 1, 2024.

This SPD summarizes the key features of the Plan and was designed to reasonably inform you of your rights and obligations under the Plan in informal language. Please note that this SPD will not give you any rights or benefits in addition to those provided under the Plan. The Plan in its entirety is set forth in a separate legal document that is controlling as to all rights and benefits under the Plan. All statements made in this SPD are subject to the terms of the Plan document. In the event of a conflict between this SPD and the Plan document, the Plan document will always control and govern.

As you read this SPD, you will see certain capitalized terms. This generally means the term is defined in the "Special Definitions" section included at the end of this SPD. You should refer to this section to learn the meaning of these terms.

The description of the Plan in this SPD replaces and supersedes any previous versions of this document furnished to you.

Please keep this information for future reference.

EMORY HEALTHCARE, INC. RETIREMENT SAVINGS AND MATCHING PLAN
Summary Plan Description

THE PLAN

General. The purpose of the Plan is to give eligible employees a convenient way and an incentive to save for retirement. The rules in the Plan were established by Emory Healthcare, Inc. in compliance with ERISA and other federal laws, including the Internal Revenue Code ("Code"). These rules set forth the criteria for eligibility to participate, vesting, nondiscrimination, Employer Contributions, Voluntary Employee Contributions, transfer of funds and distribution of funds.

All contributions are credited to annuity contracts or custodial accounts made available through Fidelity Investments Institutional Services Company, Inc. and TIAA (each, a "Vendor"). See "How to Reach the Vendor" below.

Changing or Terminating the Plan. Emory Healthcare, Inc. intends that the Plan be permanent, but it may amend the Plan at any time to change the conditions of participation for all or any group of employees, the type of benefits provided under the Plan, or any other terms of the Plan. Emory Healthcare, Inc. may also terminate the Plan in whole or in part at any time. Amendments to the Plan will be required from time to time to reflect changes in federal law or Plan design decisions made by the Emory Pension Board. Pending the actual adoption of such an amendment, the Plan will be administered in accordance with applicable federal law or design decisions.

Any amendments to the Plan that affect the information in this SPD will be described in written supplements to this SPD or by a revised SPD. Since there will probably be a delay between the effective date of a Plan amendment and the date that amendment is described in a supplement or updated SPD, you should contact the Human Resources Benefits Department before taking any irrevocable action based on this summary plan description.

How to Reach the Vendor. Fidelity Investments Institutional Services Company, Inc. ("Fidelity") and TIAA provide recordkeeping services for the Plan. You must use Fidelity to enroll and to make changes to your contribution elections.

The Fidelity NetBenefits® website is available at www.netbenefits.com/Emory. Customer service representatives are available at 1-800-343-0860 between 8:30 a.m. and midnight Eastern Time, Monday through Friday. In addition, the automated voice response system is available 24 hours a day, 7 days a week.

The Fidelity website uses state-of-the-art technology to help protect your personal account information. Your personal information is stored in a secured location and none of your personal information is accessible without your Personal Identification Number ("PIN").

You can find online security tips from the Department of Labor at: Online Security Tips (dol.gov). You can find further information regarding Fidelity's cybersecurity measures at: https://www.fidelity.com/security/our-security-measures.

Contributions under the Plan. There are two general kinds of contributions - Voluntary Employee Contributions and Employer Contributions:

Voluntary Employee Contributions. First, there are two types of "Voluntary Employee Contributions" that eligible employees may elect to make to the Plan, as follows:

- Salary Reduction Contributions (which may be Pre-Tax Deferrals and/or Roth Deferrals);
- Rollover Contributions.

Employer Contributions. Second, there are Employer Contributions. The Employer may make several types of contributions on behalf of eligible employees:

- Matching Contributions;
- Employer Fixed Contributions; and
- Employer Discretionary Contributions

VOLUNTARY EMPLOYEE CONTRIBUTIONS

Salary Reduction Contributions.

Eligibility for Making Salary Reduction Contributions. If the Employer classifies you as an employee, you are eligible to make Salary Reduction Contributions to the Plan unless:

- you are a leased employee,
- you are a nonresident alien with no U.S. source of income; or
- you are normally scheduled to work less than 20 hours per week.

You may enroll in the Plan through Fidelity (elections for both Vendors will be made through Fidelity). You may elect to make Salary Reduction Contributions through payroll withholding effective as of (1) the first day of the payroll period which coincides with or next follows the date you are employed by the Employer, or (2) the first day of any subsequent payroll period. In either case, you must make your contribution election before that effective date. Your contributions will be withheld from your Compensation generally with the first pay date that ends after that effective date. You may make contribution changes at any time during a calendar year. Your change will generally be effective the first full pay period of the month following the date of your election, or as soon as administratively possible thereafter.

Your Salary Reduction Contributions to the Plan can be made as Pre-Tax Deferrals or Roth Deferrals, or a combination of both. Your Pre-Tax and Roth Deferrals, up to certain limits, are eligible for Employer Matching Contributions (see the section of this SPD entitled "Employer Matching Contributions").

Your contribution election is irrevocable as to Compensation deferred, but you may change or terminate your election at any time for amounts not yet earned (subject to the timing discussed above). Generally, your contribution election will remain in effect until you revoke it.

Types of Salary Reduction Contributions. As noted above, Salary Reduction Contributions may be either Pre-Tax Deferrals or Roth Deferrals, or a combination of both.

Pre-Tax Deferrals. Your Pre-Tax Deferrals are not included in your federal taxable income when they are contributed to the Plan, but they are included in your federal taxable income when they are actually distributed to you from the Plan. State and local income tax treatment of Salary Reduction Contributions is generally the same as the federal income tax treatment. For example, under the Georgia income tax law, such contributions would not be included in your income when they are contributed to the Plan but would

be included in income when distributed from the Plan. Investment earnings on Pre-Tax Deferrals will be included in your federal taxable income when they are actually distributed to you from the Plan.

Roth Deferrals. Instead of making Salary Reduction Contributions on a pre-tax basis, you may instead elect to contribute on an after-tax basis in the form of Roth Deferrals. Generally, the rules under the Plan for making and changing your election for Roth Deferrals are the same as for Pre-Tax Deferrals. A different set of taxation rules apply to Roth Deferrals, however. They are included in your federal (and state and local) taxable income when they are contributed to the Plan. When you receive a distribution from the Plan, your Roth Deferrals plus any investment earnings are not taxed if the distribution is a "qualified distribution."

If the distribution is a qualified distribution, any investment earnings on your Roth Deferrals will also be tax-free provided both of the following conditions have been met at the time of the distribution:

- you have either attained age 59½, become disabled or died; and
- your Roth Deferral account has been open at least five years. (Note, if you made a Rollover Contribution to the Plan that included Roth deferral contributions that you made to another employer's qualified retirement plan, the five year period will start from the first date that you began making Roth deferral contributions under the other employer's qualified retirement plan.)

If you receive a distribution of Roth Deferrals before the dates described above, the amount of your Roth Deferrals included in the distribution will not be includible in your taxable income (since they were taxed before they were contributed to the Plan); however, any investment earnings on your Roth Deferrals that are distributed along with your Roth Deferrals will be included in taxable income.

PLEASE NOTE: Tax laws change frequently. If you have any questions concerning the income tax considerations regarding the Plan, you should consult a tax advisor.

The Plan permits you to make Salary Reduction Contributions from your Compensation in an amount not to exceed the lesser of (i) the maximum permitted amount each year, as determined by the IRS, or (ii) 91% of your Compensation. The IRS limit is indexed annually and is subject to change each year. The maximum Salary Reduction Contribution you can make to the Plan (excluding Catch-Up Contributions) in 2024 is $23,000 (or 91% of your Compensation, if less).

Note: The IRS limit applies to all Salary Reduction Contributions you make to the Plan and to any similar plan of another employer in the same calendar year; penalties will apply if you exceed it. If you make deferral contributions to another employer's qualified retirement plan in the same calendar year that you make Salary Reduction Contributions to the Plan, it is your responsibility to ensure that the total of your deferral contributions to both plans (including Pre-Tax and Roth Deferrals) do not exceed the limit for that calendar year. If your Salary Reduction Contributions exceed the limit, your taxes may be affected. If you exceed the limit, you must notify the Plan Administrator of the Plan from which you wish to take a distribution to correct the excess contribution, by March 1 of the year following the calendar year in which you exceeded the limits. Any Salary Reduction Contributions made to the Plan that exceed the limitation (and any income on those contributions) will be distributed to you from the Plan, unless the Salary Reduction Contributions are eligible to be recharacterized as Catch-Up Deferral Contributions. Additional information on how your individual circumstances may affect these limitations is available in Internal Revenue Service Publication 571.

Catch-up Deferral Contributions. Catch-up Deferral Contributions offer eligible participants the opportunity to make additional Pre-Tax Deferrals and/or Roth Deferrals to the Plan. If you are (or will be)

at least 50 years old at any time during the calendar year, you may make a "Catch-Up Deferral Contribution" to the Plan. You may make Catch-up Deferral Contributions only after you have contributed the maximum Pre-Tax Deferrals and Roth Deferrals permitted to be made to the Plan for that particular year. The IRS limits the annual amount which may contributed as a Catch-up Deferral Contribution. In 2024, the maximum amount permitted to be contributed as a Catch-up Deferral Contribution is $7,500. This IRS limit is indexed annually and is subject to change each year.

Rollovers. You may directly roll over, into your Plan account, qualified distributions in the form of cash from another qualified plan, from an IRA (Individual Retirement Account), from an individual retirement annuity, from a Roth IRA, or from certain 457(b) plans. Rollover contributions are always fully vested. You should contact the appropriate Vendor for the procedures necessary for a rollover contribution.

EMPLOYER CONTRIBUTIONS

Eligibility for Employer Contributions. If you meet all other requirements for participation in the Plan, you will be eligible for Employer Contributions (Matching Contributions, Fixed Contributions and Discretionary Contributions, each as separately described below) after you have completed at least one Year of Service and attained age 21. To complete a Year of Service, you must complete at least 1,000 hours of service in an applicable 12-month period. For purposes of eligibility to receive Employer Contributions, the first 12-month period begins on the date you commence employment with the Employer. If you do not complete 1,000 hours of service in that period, subsequent 12-month periods beginning on each anniversary of your employment date will be used to determine when you have completed a Year of Service. See the definition of Year of Service in the "Special Definitions" section included at the end of this SPD.

Employer Matching Contributions. If you are eligible to receive Employer Contributions, the Employer will make an Employer Matching Contribution to the Plan on your behalf in an amount equal to 100% of up to the first 4% or 5% of your Compensation that you contribute as Salary Reduction Contributions, as follows:

Years of Employer Service	Maximum Employer Matching Contribution
Less than 10	4% of Compensation
10 or more	5% of Compensation

NOTE: Employer Matching Contributions cease once your Compensation for the calendar year reaches the IRS-imposed limit on Compensation. The limit is indexed annually and is subject to change. The limit for 2024 is $345,000. If your Compensation is expected to exceed the annual limit in any year, you should carefully consider your Salary Reduction Contribution election rates to ensure you can achieve your desired annual goal. The Human Resources Department is available to assist in this regard.

Employer Matching Contributions are deposited each payroll period and may be trued-up to the extent you reach the maximum annual limit for Salary Reduction Contributions ($23,000 for 2024) before receiving the maximum amount of Employer Matching Contributions. In no event will you receive a Matching Contribution (including any "true-up" Matching Contribution) of more than 4% (or 5% if you have 10 or more years of Employer Service) of your Compensation for any pay period. Following are examples of situations to consider as you decide how much Compensation you wish to contribute under the Plan:

Example 1: Assume you have completed five years of Employer Service and your eligible Compensation in each payroll check is $5,000. You elect to contribute 10% of your Compensation to the Plan as a Pre-Tax Deferral. Your Salary Reduction Contribution each payroll period will equal $500 (10% of $5,000), and the Employer will make an Employer Matching Contribution on your behalf for each payroll period

equal to $200 (4% of your Compensation of $5,000). If you are paid on a bi-weekly basis (every two weeks) and you contribute the same 10% for each of the 26 payroll periods during the Plan Year, your total Salary Reduction Contributions will be $13,000 and the Employer will contribute $5,200 as Employer Matching Contributions, for a combined total contribution of $18,200.

Example 2: Assume you have completed ten years of Employer Service and your eligible Compensation in each payroll check is $11,500. You elect to contribute 20% of your Compensation to the Plan as a Pre-Tax Deferral. Your Salary Reduction Contribution each payroll period will equal $2,300 (20% of $11,500), and the Employer will make an Employer Matching Contribution on your behalf for each payroll period equal to $575 (5% of your Compensation of $11,500). However, your Salary Reduction Contributions will reach the maximum annual limit ($23,000 for 2024, excluding catch-up contributions) in the 10th payroll period. Because you have reached the $23,000 annual limit, your Salary Reduction Contributions will cease. However, you will continue to be credited with Employer Matching Contributions under the Plan's true-up feature at 5% of your Compensation each payroll period as long as your Compensation does not reach the IRS limit for Compensation. If your Compensation reaches the IRS limit ($345,000 for 2024), your Employer Matching Contributions will cease due to your Compensation reaching the IRS limit.

Example 3: Assume you have completed twelve years of Employer Service and your eligible Compensation in each payroll check is $15,000. You elect to contribute 10% of your Compensation to the Plan as a Pre-Tax Deferral. Your Salary Reduction Contribution each payroll period will equal $1,500 (10% of $15,000), and the Employer will make an Employer Matching Contribution on your behalf for each payroll period equal to $750 (100% of the first 5% of your Compensation that you contribute to the Plan). However, your Salary Reduction Contributions will reach the maximum annual limit ($23,000 for 2024, excluding catch-up contributions), in the 16th payroll period. Because you have reached the $23,000 annual limit, your Salary Reduction Contributions will cease. However, you will continue to be credited with Employer Matching Contributions under the Plan's true-up feature until the 23rd payroll period, when your Compensation reaches the IRS limit of $345,000 (for 2024).

Example 4: Assume you have completed twelve years of Employer Service and your eligible Compensation in each payroll check is $16,000. You elect to contribute 6% of your Compensation to the Plan as a Pre-Tax Deferral. Your Salary Reduction Contribution each payroll period will equal $960 (6% of $16,000), and the Employer will make an Employer Matching Contribution on your behalf for each payroll period equal to $800 (100% of the first 5% of your Compensation that you contribute to the Plan). However, after 23 payroll periods, your Compensation has reached the IRS limit of $345,000 (for 2024), which results in the cessation of Employer Matching Contributions. Your Salary Reduction Contribution will continue until you reach the maximum annual limit ($23,000 for 2024) in the last pay period.

Federal tax laws may limit the amount of Employer Matching Contributions available to highly compensated employees. In 2024, a highly compensated employee is generally an employee whose total compensation in 2023 from the Employer and all affiliates was at least $150,000. The $150,000 limit is subject to annual adjustment for inflation by the Secretary of Treasury. You will be notified if these limits apply to you. A comprehensive description of these limitations and the various rules that could affect highly compensated employees is not set forth in this SPD.

Employer Fixed Contributions. If you are not a Registry Employee, the Employer will make an Employer Fixed Contribution to the Plan effective with the first day of the first month coincident with or next following the date on which you become eligible to receive Employer Contributions. Employer Fixed Contributions are deposited each payroll period in an amount equal to 2% of your Compensation. You are not required to make Salary Reduction Contributions (Pre-Tax Deferrals or Roth Deferrals) in order to receive Employer Fixed Contributions.

If you do not select an investment, your Employer Fixed Contributions will be defaulted into a custodial account and invested in the Vanguard Target Retirement fund designated by the Employer for investment of defaulted Employer contributions on your behalf.

Employer Discretionary Contributions. If you are eligible to receive Employer Contributions, the Employer may, in its discretion, elect on an annual basis to make an Employer Discretionary Contribution on your behalf. If an Employer Discretionary Contribution is made to the Plan on your behalf for any Plan Year, you will be notified.

When Employer Contributions Begin. The Employer will begin to make Employer Matching Contributions and Employer Fixed Contributions on your behalf effective with the first day of the first month coincident with or next following the date on which you satisfy the one Year of Service (completion of 1,000 hours of service in an applicable 12-month period) and age 21 requirements. If you have satisfied the one Year of Service and age 21 requirements but do not make any Salary Reduction Contributions, the Employer will begin to make Employer Matching Contributions effective with the first day of the first month coincident with or next following the date on which you make Salary Reduction Contributions. Employer Discretionary Contributions (if any) will be made annually if you are eligible to receive Employer Contributions.

Contributions While on Leave of Absence. If you are on a paid leave of absence, Employer Fixed Contributions will continue and, if you continue to make Salary Reduction Contributions during the period of the leave, Employer Matching Contributions will also continue. No contributions may be made by you (or by the Employer on your behalf) if you are on a leave of absence without pay.

If you leave employment due to a leave of absence for qualified military service (that is, military service that is eligible for protection under USERRA), special rules apply. If you return to work within the time period required by federal law, you will be given the opportunity to "make up" missed Pre-Tax or Roth Deferrals (and receive Employer Matching Contributions and Discretionary Contributions) that were not made to you because of your leave. Contact the Plan Administrator (directly or through the appropriate Vendor) for details.

Termination of Employment and Rehire. If your employment with the Employer terminates and you are rehired by the Employer before your Break in Service period exceeds five years, and if at the time you terminated employment, you had at least one Year of Service, your service before termination of employment will be credited upon your reemployment for purposes of eligibility to participate and vesting. However, if your Break in Service period exceeds five years, the prior service will not be counted and you will be treated as a new hire unless you were vested in Employer Contributions at the time of your termination of employment.

Vesting. You are fully vested at all times in your Salary Reduction Contributions (Pre-Tax Deferrals and Roth Deferrals) and Rollovers, all as adjusted for investment returns. Employer Contributions (Matching Contributions, Fixed Contributions and Discretionary Contributions, all as adjusted for investment returns) are subject to the following vesting schedule:

Years of Service (completion of 1,000 hours of service in a Plan Year)	**Vested Percentage**
less than 3	0%
3 or more	100%

If you do not complete three Years of Service, you will become fully vested in your Employer Contributions (Matching Contributions, Fixed Contributions and Discretionary Contributions, all as adjusted for investment earnings) if, while actively employed with the Employer, you reach age 65, become disabled or die.

Amounts which are not vested at the time you terminate employment will be forfeited as of the earlier of: (1) the date you receive a distribution of your Salary Reduction Contributions, or (2) December 31 of the year in which you terminate employment with the Employer. Forfeited amounts will be reinstated (without investment earnings since the time of forfeiture) by the Employer if you return to employment prior to incurring five consecutive one-year Breaks in Service. Forfeitures will be used to reduce Employer Matching Contributions, reinstate reemployed participant accounts if required to be reinstated, to make corrective allocations, or to pay Plan expenses as determined by the Plan Administrator.

Contribution Limits. The federal income tax laws may limit the amount of contributions (Salary Reduction Contributions and Employer Contributions) that can be made to the Plan. The limitation for 2024 is $69,000 or, if less, 100% of your includable compensation annually as defined in Sections 415(d) and 403(b)(3) of the Code. This IRS limit is indexed annually and is subject to change each year. If the limits are exceeded for a year, Employer Contributions made to the Plan on your behalf for that year equal to the excess amount (as adjusted for investment earnings) will be removed from your Plan account.

PLAN FUNDING

General. Your benefit under the Plan is funded through your Voluntary Employee Contributions and Employer Contributions. You are also credited with the investment gains and losses on such contributions.

Investment Options. The Plan offers a broad range of investment options to participants. Contributions may be held in individual annuity contracts issued by TIAA and in custodial accounts maintained by Fidelity and TIAA. Different investment funds are available with each Vendor. Prospectuses will be provided by the Vendor that issues the annuity contract or maintains the custodial account.

Choosing an Investment Option. You can choose how your Voluntary Employee Contributions and the Employer Contributions are to be invested among the available annuity contracts and custodial accounts, subject to the rules set forth below. Investment returns you may receive including interest, dividends, and market gains/losses are continually invested in the investment options you have chosen. Please contact your Vendor for further information.

You may transfer all or a portion of your investment with one Vendor to the other Vendor at any time, subject to Vendor rules. For example, transfers from the TIAA portion of a TIAA annuity contract will need to be spread over a 10-year period.

Although ordinarily only you can direct the investment of annuity contracts and custodial accounts, at least one Vendor will accept investment directions from another person designated by you. Emory Healthcare, Inc. generally has agreed to let Vendors offer this alternative if the Vendor desires to do so. However, if you are interested in designating another person to make investment directions for you, you need to clearly understand the Vendor's rules for accepting such directions and, in particular, for failing to accept such directions. For example, if the Vendor fails to accept a direction, you need to know whether you will be notified and, if so, how quickly you will be notified. If you are interested in designating another person to direct your investments, please contact your Vendor for further information and any forms required by the Vendor.

You are responsible for monitoring the activity in your annuity contract and/or custodian accounts and determining if your investment instructions have been followed. If you find your instructions have not been

followed, you should immediately notify the appropriate Vendor to correct the error or oversight. The length of time you have to notify a Vendor of an investment mistake is subject to the terms and conditions set by the Vendor.

Brokered Accounts. Beginning January 1, 2024, a "self-directed investment account" ("Brokerage Account") will be available with both Fidelity and TIAA. In addition to the investment options selected by the Plan Administrator, you will have the right to "self-direct" your investments under the Plan by instructing the applicable Vendor to transfer some or all of your account balance into a Brokerage Account through which you may gain access to certain additional mutual fund investments.

A Brokerage Account is not for everyone. It is designed for sophisticated investors who want to manage their retirement assets more actively and are willing to take on the potential for more risk. The Investment Committee does not select or monitor the investment options available through the Brokerage Accounts. It is your responsibility to ensure that the investments you select are suitable for your situation, including your goals, time horizon, and risk tolerance. This feature is intended for those who are comfortable managing a portfolio of expanded investment choices. Special rules and fees apply to Brokerage Accounts.

Changes in Investment Rules. The Plan Administrator may revise, terminate or establish new rules and procedures for making or changing your investment elections and for making contributions to, and transfers between, annuity contracts and custodial accounts. If you do not properly follow the rules for making your investment elections, your Voluntary Employee Contributions, and any Employer Contributions will be directed into a default Vendor and/or investment. The Plan's default investment may be different for different employees and may change from time to time.

Any changes will be communicated to you as soon as practicable after the changes have been made. The Plan Administrator has the right to change any of the investment alternatives available from a particular insurance or investment company, to stop using one company or to add another company whenever the Plan Administrator deems such action to be appropriate under the circumstances.

Responsibility for Investment Decisions. The Plan Administrator's objective in offering a wide range of investment alternatives under the Plan has been to let each participant make investment decisions with respect to these alternatives. Any investment involves some degree of financial risk. Actual investment results for your Plan contributions will vary depending on the annuity and/or funds in which they are invested.

The Plan is intended to be a plan described in Section 404(c) of "ERISA." A condition to be such a plan is that the Plan Administrator let each participant know that Emory Healthcare, Inc. intends to take advantage of this regulation to the extent those conditions are satisfied. Thus, we want to notify each participant that Emory Healthcare, Inc. intends that the Plan be a plan described in ERISA Section 404(c) and Title 29 of the Code of Federal Regulations § 2550.404c-1, and that the fiduciaries of the Plan be relieved of liability for any losses which are the direct and necessary result of investment instructions given by you, your designees and your Beneficiaries.

The Plan Administrator, or its delegate, will continue to monitor the performance of each investment alternative available under the Plan to determine whether it remains acceptable within the range of investment alternatives available under the Plan. Each participant needs to continue to reevaluate whether the alternatives in which his or her contributions are invested remain appropriate. Information on the alternatives available under the Plan is available periodically either through the Plan Administrator or through the persons who manage the investment alternatives. The Plan Administrator urges you to review such information on a regular basis.

Reward vs. Risk. One way to think of the gain or loss potential of an investment is to think of the potential for reward or the level of risk it offers. Generally, investments with more risk to principal have the potential to yield higher returns over a longer period of time than investments with less risk.

No one can tell you what balance of reward vs. risk is right for you. It is up to you to decide. When making your decision, however, ask yourself the following questions.

When will you need the money in your accounts? If you are a long way from retirement and investing for the long term, you may want to consider more aggressive investment choices with higher risks. But you must be prepared to weather the ups and downs of the market and possible loss of your investment. However, stability in your investments may be more important, if you have a shorter time horizon.

What are your investment goals? You may be concerned about preserving your account balances while earning a steady rate of return. Or you may want investments that offer the prospect of substantial growth. Keep in mind that your investment objectives will change depending on how close you are to retirement and your financial goals.

What is your financial situation? Figure out how much money you can afford to save. It may be more than you think. If you save a little, with the tax savings you receive from Pre-tax contributions, your take-home pay may not be reduced as much as you expect.

Are your investments sufficiently diversified? Investment professionals seek to reduce risk by diversifying their investments – not putting too many eggs in one basket. They may diversity over different types of investments, such as stocks and bonds, and within types of investments by buying stocks and bonds of a number of different companies. Since most of the funds offered under the Plan are each made up of several types of investments, there is a basic level of diversification within most funds. However, you can further diversify by investing in several different funds to take advantage of the different investment objectives and strategies offered by the funds.

IN-SERVICE WITHDRAWALS

Withdrawals Before Employment Terminates. Distributions from the Plan before your employment terminates may be made only under very limited circumstances.

The Code generally prohibits withdrawals of Salary Reduction Contributions (and investment earnings) credited to your annuity contracts after 1988 and any amounts which have been held in a custodial account unless (1) your employment has terminated, (2) you are at least age 59½, (3) you become disabled (as described below), or (4) you have a financial hardship as described below. However, your Rollover Contributions to the Plan are available for withdrawal at any time.

The following table shows when you are permitted to take distributions while still employed at Emory Healthcare, Inc. and/or an Affiliate. The checkmarks show the type of contributions that may be distributed to you at the times or upon the events listed.

Type of Contributions	After Age 59½	Upon Disability*	Upon Financial Hardship*
Voluntary Employee Contributions (including both Pre-Tax and Roth Deferrals)	✓	✓	✓
Vested Employer Matching Contributions		✓	
Rollover Contributions	✓	✓	✓

* **As long as such a distribution is permitted under the terms of your annuity contracts or custodial accounts and the federal law**.

Tax Considerations. Any in-service withdrawal made before you reach age 59½ ordinarily will generally be subject to an additional 10% federal tax penalty for a premature distribution unless you are disabled. This 10% tax is in addition to normal federal (and state or local) taxes due upon distribution.

Employer Fixed Contributions and Employer Discretionary Contributions and investment earnings on such contributions are not available for withdrawal prior to termination of employment with Emory Healthcare, Inc. and all Affiliates.

Amounts Transferred from Affiliate's 403(b) Plan. Up to 99% of the amounts transferred from an Affiliate's 403(b) plan, including employer contributions, employee after-tax and employee pretax contributions are also available for withdrawal due to a Participant's disability (as described below). A Participant may also withdraw amounts transferred from an Affiliate's 403(b) plan which represent employee pretax and after-tax contributions (and investment earnings there on) upon attaining age 59 ½.

Disability Distribution and Determinations. If you are a totally and permanently disabled employee on authorized disability leave of absence, you may receive your Plan benefits before your employment has officially terminated. You will be eligible for this special distribution provision if you are on an authorized disability leave of absence from the Employer and are either eligible for Social Security disability benefits or determined to be totally and permanently disabled by the insurance company or other independent third party under the Employer's long-term disability plan. If you meet these disability requirements, you must notify the Plan Administrator (directly or through the appropriate Vendor) and complete any forms required to begin payment of a Plan benefit.

In-Plan Roth Rollovers. If you are eligible to take a distribution before termination of employment and the distribution is an "eligible roll-over distribution" as defined in the tax laws, you may make a direct roll-over of such an "eligible roll-over distribution" (except the portion which is from Roth Deferrals) to your Roth account in the Plan. You generally must report the taxable amount of an in-plan Roth roll-over on your tax returns for the year in which the roll-over occurs. You should contact the appropriate Vendor for the procedures necessary for an in-plan Roth rollover.

Financial Hardship Withdrawals Before Age 59½ for "Immediate and Heavy Financial Need". Prior to attaining age 59½, a withdrawal for financial hardship can be made from the portion of your account that

represents your Pre-Tax Deferrals and Roth Deferrals to the Plan (but not investment earnings thereon), as well as your pre-tax and after-tax contributions and related investment returns transferred to the Plan from an Affiliate's 403(b) plan, if your custodial account or annuity contract has a hardship withdrawal provision. The Plan Administrator must also determine that you satisfy the Internal Revenue Service's guidelines for hardship withdrawals. Those guidelines currently permit hardship withdrawals in only the following circumstances:

- to pay certain unreimbursed medical expenses for you, your dependents or your Beneficiary,
- to pay post-secondary tuition costs or related educational fees such as room and board expenses for the next 12 months for you or your Spouse, children, dependents or your Beneficiary,
- to purchase your principal residence,
- to prevent eviction or mortgage foreclosure on your principal residence,
- to pay burial or funeral expenses for your deceased parent, Spouse, children, dependents or your Beneficiary,
- to repair damage to your principal residence if the damage was caused by natural disaster or other unforeseen circumstances; or
- any other events that may be deemed to cause a financial hardship under regulations issued by the Internal Revenue Service.

Even if your expense fits within one of these events, there are other conditions that federal tax law requires you to satisfy to be eligible for a hardship withdrawal. A hardship withdrawal may not be in excess of the amount needed to satisfy the hardship plus any taxes or penalties reasonably anticipated to occur from such withdrawal. You must obtain all other distributions (other than a hardship withdrawal or a non-taxable loan) from the Plan and all other plans maintained by Emory Healthcare, Inc. and Affiliates before a hardship withdrawal may occur. By requesting a hardship withdrawal, you will be deemed to represent that you have insufficient cash or other liquid assets to satisfy your immediate and heavy financial need. Financial hardship withdrawals are not eligible for a direct rollover. If you have a financial hardship, you should contact the appropriate Vendor for the procedures for requesting a hardship withdrawal and the criteria used to determine your eligibility for such withdrawal.

Please note that any withdrawal made before you reach age 59½ ordinarily will be subject to an additional 10% federal tax penalty unless you are disabled. This 10% tax is in addition to normal federal taxes due upon distribution.

Loans. Although the Plan is meant to help you save for the future, you have access to a portion of your account balance today through loans. You may borrow money from a portion of your account balance and pay back the loan in accordance with the applicable Vendor's rules. You will repay loan amounts, plus interest, back to your annuity contract or custodial account. You will not be taxed on the money you borrow from your account if you repay the loan as required, and any interest that you pay will be credited to your account. Loan repayments will be made directly to the applicable Vendor on an after-tax basis.

There are two types of loans available to you: general and residential. General loans are available for any reason. Residential loans are for the purchase or building of your primary residence. You may have no more than three loans outstanding at any time among all Vendors (no more than one loan may be a residential loan).

Loan Amounts. The minimum loan amount is $1,000.

The maximum amount available for a loan is the lesser of:

- 50% of your vested balance in your custodial accounts and annuity contracts at the time of the loan; or
- $50,000 minus your highest outstanding loan balance during the previous 12 months.

These limits will be applied based on the market value of your account balance at the time the loan is requested. To determine the maximum loan amount available to you or for further information, contact the appropriate Vendor.

Loans are available in the form of cash only.

Vendor Policies. Any loan is subject to the applicable Vendor's policies and procedures. There may be a nonrefundable application fee for the loan. This fee will be deducted from your annuity contract or custodial account balance (as applicable) after the loan has been granted.

The loan interest rate used for the entire term of the loan will be a reasonable rate of interest as determined by the Vendor. The rate in effect when you take a loan is the rate you will pay for the term of your loan. The interest you pay on a loan from the Plan is not tax-deductible.

Loan Funding. If a loan is approved, a loan account will be set up in your name. The loan amount may only be taken from the following types of contributions:

- Pre-Tax Deferrals,
- Roth Deferrals (for loans at Fidelity only),
- Vested Employer Matching Contributions, and
- Vested Employer Fixed Contributions.

The loan amount will be deducted proportionally from the investment funds in which your custodial account or annuity contract (as applicable) is invested at the time the loan is processed.

Repaying Your Loan. General loans must be repaid within five years and residential loans must be repaid within 10 years. The minimum loan repayment period is six months. Each repayment will be allocated proportionally to the investment funds in which your custodial account or annuity contract (as applicable) is invested at the time the repayment is processed. You must repay your loan in accordance with the applicable Vendor's procedures.

You may pay off your outstanding loan in full at any time by contacting the Vendor to determine the outstanding balance and the Vendor’s procedures for repayment. Partial payments may be made, if allowed by the Vendor.

If you take a long-term leave of absence, are on long-term disability or terminate employment, you must continue to make loan repayments directly to the Vendor through electronic fund transfers.

Loan Default. A portion of your annuity contract or custodial account balance (as applicable) equal to the amount of your original loan serves as collateral of the loan. If you default on your loan, the Vendor will satisfy your unpaid loan balance by using the collateral in your account. Your loan will default if you:

- fail to make a scheduled loan repayment by the end of the time period set by Vendor or

- do not repay your loan by the end of the term of the loan.

If your loan defaults, the outstanding balance of your loan will be treated as a taxable deemed distribution when the default occurs. Your defaulted loan will be subject to federal tax law distribution rules such as the 10% penalty described above. You will remain obligated for any unpaid balance on a loan that is in default. Thus, if you do not repay your loan, the amount payable to you from the Plan will be reduced by the outstanding balance on the loan when you become entitled to take a distribution from the Plan.

You may not take out a new loan while you have a loan in default.

DISTRIBUTIONS FOLLOWING TERMINATION OF EMPLOYMENT

Benefits on Termination of Employment. If your employment with the Employer terminates, you do not forfeit the amounts in your contract and accounts that are from your own Voluntary Employee Contributions (adjusted for investment earnings and losses) or the vested amounts from Employer Contributions. You will forfeit Employer Contributions (adjusted for investment earnings and losses) in which you are not vested. See the discussion called "Vesting" concerning vesting in Employer Matching, Fixed and Discretionary Contributions. Your vested account balance will continue to be adjusted for investment earnings and losses in accordance with the terms of your annuity contract or custodial account, as applicable. You may choose when you want to begin receiving benefit payments from your annuity contract or custodial account, subject to the federal law requirements and other Plan rules described in the next section.

You may request a distribution of your accounts at any time after your employment with Emory Healthcare, Inc. and all Affiliates terminates. However, you may want to delay requesting your distribution until you reach age 55 because distributions which begin before you reach age 55 ordinarily will be subject to an additional 10% federal tax penalty unless you die, you are disabled or your benefit is paid as an annuity.

Minimum Distributions. Federal law requires that you start receiving payments by April 1 of the year following the later of the year you terminate employment with the Employer or reach age 73. The entire value of the annuity contracts and custodial accounts maintained for you must be distributed or begin to be distributed no later than your applicable required beginning date as described above over one of the following periods (or a combination thereof):

- your life,
- your life and the life of your Beneficiary,
- a period certain not extending beyond your life expectancy, or
- a period certain not extending beyond the joint and last survivor expectancy of you and your Beneficiary.

The amount of the minimum distribution is calculated in accordance with federal tax regulations. If you have further questions, contact the applicable Vendor.

BENEFIT PAYMENT METHODS

Payment Forms. There are a number of variables that need to be taken into account to determine how your benefits will be paid.

If you have an annuity contract, your normal form of distribution from that annuity contract is an annuity. If you are not married at the time that benefit payments are scheduled to begin, the normal form of distribution will be a single life annuity. If you are married on the date that benefit payments are scheduled to begin, federal law requires that your benefits be paid under the 50% joint and survivor annuity option

with your Spouse as your Beneficiary. However, you may waive your right to this normal form of benefit; if you are married and the total value of your annuity contracts and custodial accounts is more than $7,000, your Spouse must consent in writing before a notary public to your election of a different form of payment. If the normal benefit payment form for you is properly waived, you then may elect to receive one of the optional forms of benefit payments available under your annuity contract.

Normal Payment Form. The normal form of payment from a custodial account is a single lump sum payment. The 50% joint & survivor annuity and Spousal consent requirements do not apply to distributions from a custodial account.

Optional Payment Forms. The following optional payment forms may be available to you:

- Single lump sum,
- Equal installments annually or more frequently over a period of 5 to 30 years,
- Single annuity for your life, or
- Joint annuity for your life and the life of a person you designate.

The only optional forms of payment available from a custodial account are a single lump sum and equal installments annually or more frequently over a period of 5 to 30 years. Annuity forms of payment are not available from custodial accounts. If you want to receive an annuity form of payment with respect to a custodial account balance, you must transfer the custodial account balance to a TIAA annuity contract to accommodate the annuity form of payment. If you are married, the joint and survivor annuity and Spousal consent rules will then apply.

The optional payment forms available from an annuity contract may vary from one annuity contract to another.

Please note that if you are married and want to name someone other than your Spouse as a Beneficiary under an optional payment form under an annuity contract, your Spouse must consent to the person you designate as your Beneficiary under the option you elect.

TIAA's current administrative practices make the following exceptions to the general rule of monthly annuity income option under regular annuity contracts:

Partial Lump Sum. In selecting a monthly income payment option, you may elect to receive a single sum payment of 10% or less of the value of your annuity contracts at the time your benefit payments begin.

Repurchase. You may elect to have TIAA repurchase amounts attributable to your Voluntary Employee Contributions after your employment terminates and, if you satisfy TIAA's standard requirements for a repurchase, you will receive a single sum payment of those amounts. Please note that those requirements vary depending on whether your TIAA contract was issued after 1992 or before 1991.

Amounts attributable to non-vested Employer Contributions are not eligible for repurchase. However, Employer Contributions which were held in your TIAA regular annuity contract before 1992 may be eligible for repurchase in certain limited circumstances.

Interest Payments. If you are at least 59½, you may elect to receive the interest credited to the TIAA portion of your contract if you satisfy TIAA's requirement for this option.

If you have more than one annuity contract or custodial account, there is no requirement that your benefits under each contract or account be paid under the same option or that payments begin at the same time. You may elect to receive your benefits under more than one option and beginning on different dates, provided that such benefit payments satisfy the minimum distribution requirements under federal law and are permissible under your annuity contracts or custodial accounts.

Please note that Emory Healthcare, Inc. has no control over the particular administrative practices regarding optional payment forms used by the annuity contract providers under the Plan. There is a risk that an annuity contract provider could revise or terminate any such practice without any advance notice at any time.

Finally, the distribution rules and procedures established by the Plan Administrator may change from time to time, and any changes will be communicated to you as soon as practicable after the changes have been made.

Distribution of Small Amounts. If you terminate employment and do not make a distribution election:

- if the total value of your Plan account balance is $1,000 or less, the entire amount will be distributed to you in one lump sum in cash.

- if the total value of your Plan account balance is greater than $1,000 but less than $7,000, the entire amount will be rolled-over into an IRA in your name.

Direct and Indirect Rollovers. If you elect payment in a single lump sum or installments for a period that is less than 10 years, that payment can be made in two ways. You can elect to have all or any portion of your payment either (1) paid to you (subject to applicable withholding for income taxes and any tax penalties that might apply) or (2) paid in a tax-free direct rollover to another employer's qualified retirement plan (subject to the rules of that Plan) or to your individual retirement account/annuity (including a Roth IRA) if the distribution is an "eligible rollover distribution" as defined in the tax laws. More information on these rollover rules and the tax consequences of Plan payments will be provided to you before payment is made.

There are special rules to consider when rolling over Roth Deferrals.

- If you roll over Roth Deferrals to a Roth IRA, the 5-year period that is used to determine a “qualified distribution” from your Roth IRA will be measured from the earlier of your first contribution to the Roth IRA or the date of your rollover to the Roth IRA, even if you made your first Roth Deferral to the Plan before this period.

- There are also different rules for “direct” and “indirect” rollovers of Roth Deferrals. Roth Deferrals can be rolled over directly to a Roth IRA or another employer’s qualified retirement plan that includes a Roth option. If, instead of a direct rollover, you receive a distribution and then decide to roll it over within 60 days, you can rollover the entire amount to a Roth IRA but you can only rollover the investment earnings portion to another employer’s qualified retirement plan that has a Roth option (and that accepts indirect rollovers).

You should consult your tax advisor if you have any questions about the taxation of your Roth Deferrals or your account balance in general.

DEATH BENEFITS

Death After Distribution Begins. If you die after distribution has begun under an annuity contract or custodial account, the remaining interest under such annuity contract or custodial account will continue to be distributed at least as rapidly as under the method of distribution in effect immediately before your death.

Death Before Distribution Begins. If you die before distribution begins under an annuity contract or custodial account, the distribution of the entire value of your annuity contract or custodial account will be made to your Beneficiary in a single lump sum or such other method as may be permitted by the applicable annuity contract or custodial agreement.

If you are married, your Spouse is required to be named as your Beneficiary for at least 50% of the entire value of your annuity contract under the Plan, unless your Spouse provides a notarized consent to your designation of someone else as your Beneficiary for that 50% of your account balance. If your Spouse is your Beneficiary with respect to 50% of your annuity contract balance, unless your Spouse elects otherwise, the spousal death benefit from that annuity contract will be paid in the form of an annuity for the life of your Spouse purchased with 50% of your vested account balance. This is known as a Qualified Pre-Retirement Survivor Annuity (a "QPSA"). If you named a non-Spouse Beneficiary for the remaining 50% of your annuity contract balance or for a custodial account balance, such Beneficiary may elect to receive distribution in one of the optional payment forms available under the annuity contract or custodial account, as applicable.

If your Spouse is your Beneficiary with respect to 100% of your entire Plan account balance, your Spouse may elect to apply the entire Plan account balance to the purchase of an annuity for the life of your Spouse. Alternatively, your Spouse may elect to receive one of the optional forms of benefit payments available under your annuity contract or custodial account, as applicable.

If either (i) you are not married on your date of death; (ii) you are married, but you have designated a Beneficiary other than your Spouse for 50% of your vested account balance; or (iii) you are married and your Spouse has waived his or her rights to the 50% spousal Beneficiary portion (in accordance with the requirements for waiving such benefit) such that 100% of your account is payable to a designated Beneficiary other than your Spouse, a death benefit will be paid to your designated Beneficiary in the form elected by such individual. If no such election is made, this distribution will be automatically made in the form of a single lump sum payment subject to the rules of the annuity contract or custodial account. Your Beneficiary may be able to roll over this distribution to another qualified retirement plan.

Distributions to a non-Spouse Beneficiary must begin no later than one year after the date of the Participant's death or such later date as may be permitted by regulations; or if the designated Beneficiary is your Spouse, distributions may be deferred until December 31 of the calendar year in which you would have reached age 73.

Naming Your Beneficiary. It is very important for you to designate a Beneficiary to receive your benefits under the Plan in the event of your death. You may change your Beneficiary as often as you wish by completing the Beneficiary designation form with the applicable Vendor. You should remember to do so whenever there is a change in your circumstances (such as marriage, divorce or a death in the family), because your benefit generally will be paid to the person or persons you last designated as Beneficiary. If you marry or remarry, your spouse will automatically become your Beneficiary regardless of any prior Beneficiary designation (unless your spouse consents to the designation of someone else as your Beneficiary).

If you designate your Spouse as your Beneficiary and you get divorced, your Beneficiary designation will become void when you provide the Vendor with proper documentation evidencing the divorce.

If you are not married, you may designate any person (or persons) as your Beneficiary(ies).

If the person you designate as your Beneficiary dies before you do, he or she will cease to be your Beneficiary. If no Beneficiary designation is in effect under the Plan at the time of your death, or if no Beneficiary survives you, your Beneficiary will be your surviving Spouse or, if none, to your domestic partner or, if none, to your surviving children (including adopted children) or, if none, to your surviving parents or, if none, to your surviving siblings or, if none, to your estate.

Your Beneficiary designation will be valid only if it is properly completed and received and approved by the Plan before your death.

If you die before commencing distribution of your benefit, your Beneficiary survives you but dies prior to receiving the Beneficiary's designated share of your benefit, the Beneficiary's beneficiary will receive the designated share. If the deceased Beneficiary did not designate a beneficiary or such designation is no longer effective, the deceased Beneficiary's share will be distributed as explained in the immediately prior paragraph but determined with respect to the deceased Beneficiary rather than the Participant.

If you are married and have an annuity contract, your Spouse is automatically your Beneficiary with respect to 50% of your vested annuity contract balance, unless your Spouse consents to your designation of someone else as your Beneficiary. Your Spouse's consent to your designation of a non-Spouse Beneficiary for 50% of your annuity contract balance must be in writing and must be either witnessed by a Plan representative or a notary public. Generally, the law does not allow you to designate a Beneficiary other than your Spouse for 50% of your annuity contract balance before you reach age 35. Under a special rule, with the appropriate spousal waiver, you may designate a Beneficiary other than your Spouse before you are age 35; however, such an election automatically becomes invalid as of the first day of the Plan Year in which you attain age 35. You must then make a new election, with Spousal consent, to name a non-Spouse Beneficiary.

DOMESTIC RELATIONS ORDERS

As a general rule, your interest in the Plan may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your interest in the Plan.

There is an exception, however, to this general rule for a "qualified domestic relations order" or "QDRO." The Plan may be required by law to recognize certain court ordered obligations to pay child support or alimony, or to pay all or a portion of your interest in the Plan to your Spouse, former spouse, child or other dependent. The court order must meet certain statutory requirements to be treated as a "qualified domestic relations order," and the Plan Administrator has established procedures to determine the validity of any domestic relations order it receives. To obtain a copy of these procedures or more information on qualified domestic relations order, contact the Vendor. You will be notified if the Plan Administrator or the Vendor receives a domestic relations order which relates to your interest in the Plan.

GENERAL PLAN INFORMATION

The Plan is sponsored by Emory Healthcare, Inc. for its eligible Emory Healthcare, Inc. employees and the eligible employees of adopting employers. Emory Healthcare, Inc.'s address, telephone number and Internal Revenue Service employer identification number is:

Emory Healthcare, Inc.
Human Resources Benefits Department
1364 Clifton Road, NE

Atlanta, GA 30322
Phone: (404) 686-6039
Employer Tax Identification Number: 58-2137993

Emory Healthcare, Inc. has assigned Number 002 to the Plan for federal reporting and disclosure purposes. The Plan operates on a calendar year basis and the end of the Plan Year is each December 31.

The Plan is a "defined contribution" plan which is intended to satisfy the requirements under Internal Revenue Code section 403(b). The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC), a governmental agency that insures benefits under certain types of plans, because that agency does not insure the payment of benefits under a defined contribution plan.

You may examine the Plan document and other documents filed by Emory Healthcare, Inc. with the Department of Labor in the Human Resources/Benefits area of Emory Healthcare, Inc.

ADMINISTRATION OF THE PLAN

The Emory Pension Board serves as the Plan Administrator for the Plan. The Plan Administrator has the exclusive responsibility and complete discretionary authority to control the operation, management and administration of the Plan with all powers necessary to enable it to properly carry out such responsibility and exercise such authority. Thus, the Plan Administrator has extremely broad powers to interpret the Plan and to make all decisions about eligibility, participation, contributions and benefits under the Plan, as well as about any other questions that come up in the operation of the Plan. The Plan Administrator has entered into contracts with the Vendors under which such companies provide certain administrative services with respect to the Plan.

All correspondence, requests for information and claims concerning eligibility, participation, contributions and other aspects of the operation of the Plan should be in writing and addressed to:

Emory Pension Board
1599 Clifton Road
Atlanta, Georgia 30322

All correspondence, requests for information, claims and service of legal process concerning a particular annuity contract or custodial account should be in writing and addressed to:

For Custodial Accounts: Fidelity Investments Institutional Services Company, Inc
P.O. Box 1823
Boston, Massachusetts 02105

For TIAA Annuity Contracts: TIAA
730 Third Avenue
New York, New York 10017

CLAIMS PROCEDURES

A claim request to obtain benefits under this Plan must be made pursuant to procedures established by the Plan Administrator. You or your Beneficiary have a right to file a claim, ask if you have a right to any benefits or appeal the denial of a claim.

- *Initial Claims*. If you file a claim, the Plan Administrator will notify you of its decision within 90 days following the date on which the claim is filed. This 90-day period may be extended for an additional 90 days if special circumstances require a longer period for processing the claim. You will be notified before the end of the initial 90-day period if such an extension is necessary.

- *Initial Notice of Denial*. If your claim is denied, the Plan Administrator or Claims Administrator, as applicable, will notify you of its decision in writing. The notice will contain certain information, including the specific reason for the denial, a reference to the specific Plan provisions on which the denial is based, any additional information needed for further review of the claim and an explanation of why such information is necessary, an explanation of the Plan's claim review procedure and a statement regarding your right to bring a civil action under ERISA after all of the Plan's review procedures have been satisfied.

- *Appeals of Claims*. You may appeal the denial of a claim in writing no more than 60 days after you receive notice of the denial. The Plan Administrator's decision will be given to you in writing no later than 60 days after receipt of the request. If special circumstances exist, the review period may be extended an additional 60 days. You will be notified if such an extension is necessary.

- *Review of an Appealed Claim*. During the review period, you will be provided, free of charge, with copies of all documents and information relevant to the claim for benefits. You will also be given the opportunity to submit written comments, documents, records etc. with regard to your claim. In making its determination, the Plan Administrator will consider all information that you submit.

- *Notice of Denied Claim on Appeal*. If your claim is denied on appeal, the Plan Administrator will notify you of its decision in writing. The notice will contain certain information, including the specific reason for the denial, a reference to the specific Plan provisions on which the denial is based, 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, and a statement of your right to bring a civil action under Section 502(a) of ERISA.

Exhaustion of Administrative Remedies. Before filing any claim, suit or action in court with respect to this Plan, you must first fully exhaust all of your actual or potential rights under the claims procedures provided above by filing an initial claim and then seeking a timely appeal of any denial. These requirements relate to claims for benefits under the Plan and to any other issue, matter, or dispute with respect to the Plan or Plan Administrator (including any plan interpretation or amendment issue). This exhaustion requirement shall apply even if the Plan Administrator has not previously defined or established specific claims procedures that directly apply to the submission and consideration of a particular issue, matter or dispute. After you have filed your initial claim, the Plan Administrator will inform you of any specific claims procedures that will apply to your particular issue, matter or dispute, or it will apply the claims procedures above that apply to claims for benefits.

Limitation on Actions. Any action that is filed in court or any other tribunal that relates to the Plan and is filed against the Employer, the Plan Administrator, the Plan, the Trustee or any other fiduciary must be filed within one year from the date your claim was first incurred. For this purpose, the "date incurred" means the first date the benefit under the Plan was allocated or the claim otherwise arose. Any other claims (e.g., a claim that relates to the alleged violation of or interference with an ERISA-protected right) must be filed within one year of when you knew or should have known of the acts or omissions that are alleged to give rise to your claim. If you do not bring an action within the one-year time frame referred to in this

paragraph, your action will be null and void and cannot be pursued. Any such action may only be brought or filed in the United States District Court for the Northern District of Georgia.

Electronic Notices. Any notices pertaining to adverse benefit determinations, either initially or after an appeal, may be provided by electronic medium.

The Plan Administrator has the exclusive discretionary authority to make all determinations regarding all claims for Plan benefits, including the eligibility for benefits and the amount of such benefits, and its decisions on such matters shall be upheld unless the decision is arbitrary and capricious.

Annuity Contracts or Custodial Accounts. Claims for benefits under your annuity contracts or custodial accounts should be made in accordance with the claims procedure of the insurance or investment company that issued your contract or custodial account. If the issuer has no such claims procedure or you are unable to obtain information on an issuer's claims procedure, you should contact the Plan Administrator.

Change of Name and/or Address. You are responsible for keeping your name and address current. Failure to do so may cause your benefit to be forfeited if the Plan is unable to locate you.

Active employee changes must be made through E-vantage Self-Service by following the procedures listed. Inactive employees should contact the Vendor to initiate a change of name or address.

Recovery of Overpayments. Whenever payments have been made by the Plan that exceed the amount that should have been paid to the recipient at the time in question, the Plan has the right to promptly recover these overpayments, to the extent permitted by law.

The Plan will have the right to recover any overpayment that you are considered responsible for. You will be deemed to be responsible for an overpayment if the overpayment is due to your (or anyone acting on your behalf's) misrepresentation or omission of material information, or if you knew or should have known a payment was materially in excess of the correct amount and you did not confirm with the Plan Administrator that the payment amount was correct.

In exchange for the opportunity to earn a benefit under the Plan and other valuable rights, you and your beneficiaries (and any other recipient of an overpayment) agree to promptly repay any overpayment out of the payments received, directly or indirectly, from the Plan to the extent permitted by law. For example, assume you elect a single lump sum payment and you know or should know that the amount paid to you and then rolled over to your IRA is materially larger than it should have been and you do not confirm that the payment amount is correct with the Plan Administrator or its delegate. In this case, you are deemed responsible for the overpayment, and the Plan has the right to recover the amount of the overpayment from you. Under federal law, the Plan's right of recovery creates an "equitable lien by agreement" on some or all of the recipient's payments from the Plan, and this continues to apply even if the recipient transfers a payment, mixes it with other funds or applies the payment to some purpose.

If you or another recipient receives an overpayment that you are responsible for and you fail to promptly restore the overpayment to the Plan upon the Plan's request, the Plan may go to court to compel payment and you and any other recipient agree that this suit may be brought in the location and court selected by the Plan, even if this is not the court for your or the recipient's residence. These rights are in addition to any other rights the Plan may have under state or federal law or under principles of equity to recover an overpayment.

In addition, to the extent permitted by law, the Plan has the right to offset (as necessary to recover an overpayment) other payments that are properly payable by the Plan to the recipient of the

overpayment. However, reliance on this right is in the discretion of the Plan Administrator, and the existence of an opportunity to apply it shall not diminish the Plan's rights noted in the prior paragraph. The offset, in whole or in part, of current and/or future Plan payments to or on behalf of the recipient of the overpayment shall be accomplished by the Plan Administrator in its sole discretion as a right of administrative set off without the need to initiate any legal action. The Plan Administrator may offset Plan payments from and after a designated date, even if Plan payments were not offset prior to a designated date.

If the Plan Administrator (or its delegate) determines to recover an overpayment from you, you will have the opportunity to contest the overpayment under the Plan's claim's procedures.

STATEMENT OF ERISA RIGHTS

Each Participant in the Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Human Resources Benefits Department of Emory Healthcare, Inc. and at other specified locations, all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and summary plan descriptions.

- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan ("fiduciaries") have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 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. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the U.S. Department of Labor listed in your 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.

SPECIAL DEFINITIONS

For purposes of this SPD:

Affiliates – mean any entity that is a member of a controlled group of entities with Emory Healthcare, Inc. For purposes of determining Years of Service, "Affiliate" also includes Emory University, The Emory Clinic, Inc., Emory-Children's Center, Inc., Emory Specialty Associates, LLC, Wesley Woods Center of Emory University, Inc., Emory/Saint Joseph's, Inc., Emory + Children's Pediatric Institute, and DeKalb Regional Healthcare System, Inc. and its subsidiaries.

Beneficiary – means the person or persons you designate in writing in accordance with the Plan Administrator and/or Vendor requirements to receive benefits under the Plan in the event of your death.

Break in Service – means a 12 month computation period during which you are credited with 500 or fewer Hours of Service.

Compensation **–** means for each calendar year all your pay or salary from the Employer. "Compensation" includes payments made on your behalf as Salary Reduction Contributions under this Plan, and salary deferral contributions made under a welfare benefit plan established in accordance with Code Section 125, "differential wage payment" (paid while you are performing qualified military service), except to the extent such payments or deferrals are not permitted by tax laws to be included for a particular Plan purpose. In no event is Compensation in excess of the limit set by tax law in a calendar year counted for Plan purposes. The limit set by tax law is adjusted for inflation periodically by the Secretary of the Treasury. The 2024 annual limit is $345,000.

The term "Compensation" does not include the following pay categories:

Bonuses – one time lump sum payment for productivity, performance recognition, or achievements such as clinical certification pay

Call back premiums* – an on-call employee who is called back to work is paid for the time called back at a premium rate equal to 1½ times his/her base rate of pay; the premium rate is the rate of pay above his base rate

Cash Referral Program – pay received by an employee as part of the Employer employee-referral program

Courtesy Scholarship Income – imputed income based on the value of an Emory University Courtesy Scholarship benefit

Expense reimbursements – Dollars reimbursed for eligible employee expenses

Extra duty pay – supplemental pay or pay received by an employee who temporarily assumes a higher-classified position for at least 30 days; this payment is made in the form of a lump sum at the end of the assignment

Leave pay out – payment received for unused Paid Time Off (PTO) either as a result of cashing in unused comprehensive leave while employed or paid at separation of employment

Non cash awards – the imputed value of awards received by an employee

On call pay* – pay received by an employee designated as an "on-call" employee for possible emergency call back to the Hospitals; employee must wear a pager in this on-call status and be available to return to work if needed

Overtime* – a non-exempt employee must be paid 1½ his/her base rate of pay for all hours worked in excess of 40 hours per work week

Paid not worked time – pay received by an employee for time not worked

Premium pay – Emory Resource Nurse, Emory Resource Staff, and Critical Staffing Premium

Supplemental Life Reimbursement – dollars reimbursed for supplemental life insurance premiums

Tuition reimbursements – imputed income based on the value of benefits reimbursed through the EHC Employee Education Program which includes programs such as NEAT Obligation and Physical Therapist Program

* This pay is considered Compensation for Physician Assistants in Anesthesiology and Certified Registered Nurse Anesthetists in Anesthesiology.

Employer – means Emory Healthcare, Inc. and each Affiliate that has properly adopted the Plan.

Employer Discretionary Contributions – means the Employer's discretionary contributions that are based on a percentage of annual compensation of an employee who meets the eligibility requirements for the contribution.

Employer Matching Contributions - means the Employer's matching contributions that are based on the amount the Employee contributes as a Salary Reduction Contribution.

Employer Service **–** means an Employee's service with Emory Healthcare, Inc. or an Affiliate beginning on the date the employee first performs an Hour of Service for Emory Healthcare, Inc. or an Affiliate and ending upon termination of employment.

ERISA **–** means the Employee Retirement Income Security Act of 1974, as amended.

Hour of Service **–** each hour for which the employee is paid (or entitled to payment) by the Employer or an Affiliate. If you are classified by the Employer as a full-time exempt employee (i.e., not entitled to overtime pay), you will be credited with 190 Hours of Service for each calendar month during which you complete at least one Hour of Service.

Pre-Tax Deferrals – means Salary Reduction Contributions that are made to the Plan on a pre-tax basis. Pre-Tax Deferrals are not included in your federal taxable income when they are contributed to the Plan but are included in your federal taxable income when they are actually distributed to you from the Plan.

Registry Employee - An employee who works in a position that is assigned as "Registry" on the Employer's payroll system and is scheduled to work less than 20 hours per week.

Roth Deferrals – means Salary Reduction Contributions that you elect to be treated as Roth Deferrals. Roth Deferrals are included in your federal (and state and local) taxable income when they are contributed to the Plan. When you receive a distribution from the Plan, your Roth Deferrals plus any investment earnings are not taxed if the distribution is a "qualified distribution."

Generally, the rules under the Plan for making and changing your election regarding Roth Deferrals are the same as for Pre-Tax Deferrals.

Salary Reduction Contributions – means the Compensation the employee elects to contribute to the Plan as Pre-Tax Deferrals and/or Roth Deferrals.

Spouse – means the person of the opposite sex or same sex to whom you are lawfully married under the laws of the domestic or foreign jurisdiction in which the marriage was performed.

***TIAA* –** means the Teachers Insurance and Annuity Association of America. You may contact TIAA by calling toll-free 800-842-2252. Consultants are available every weekday from 8 a.m. to 10 p.m. Eastern time and Saturday from 9 a.m. to 6 p.m. Eastern time. Or visit TIAA.org to access accounts. You may also use the automated voice response system, available virtually 24 hours a day, 7 days a week.

Vendor – means Fidelity Investments Institutional Services Company, Inc and/or TIAA, as applicable.

***Year of Service* –** means completion of a 12-month period of employment with Emory Healthcare, Inc. or an Affiliate during which you are credited with at least 1,000 Hours of Service. For purposes of determining whether you have completed such a "Year of Service":

- For purposes of eligibility to participate, Years of Service are measured from the first 12-month period beginning on the date you are employed by Emory Healthcare, Inc. or an Affiliate. If you do not complete 1,000 hours of service in that period, subsequent 12 month periods beginning on each anniversary of your employment date will be used to determine when you have completed a Year of Service. A Year of Service for employees scheduled to work less than 20 hours per week (*e.g.,* Registry Employees) will also include the 12 consecutive month period beginning on the date on which the employee first becomes eligible, if the employee completes 1,000 hours of service in that period.

- For purposes of vesting, Years of Service are based on the 12 month Plan Year (January 1 – December 31). You must complete 1,000 hours of service in a Plan Year to be credited with a Year of Service for vesting purposes.

- Service will be credited for each hour for which you are paid (or entitled to payment) by Emory Healthcare, Inc. or an Affiliate for performing duties. An employee will also be credited for hours paid (or entitled to be paid) by Emory Healthcare, Inc. when not performing duties such as for vacation, jury duty, holiday, illness, incapacity (including disability), layoff, military duty or leave of absence. However, no more than 501 Hours of Service will be credited for any single continuous period of absence.

- Service with Affiliates will be counted as service with the Employer subject to the Break in Service rules.

- Service in prior years will not be aggregated for the purpose of determining Years of Service for vesting.

- An employee who is hired by the Employer from a third party service provider to which the employee was transferred from an Affiliate or Emory Healthcare, Inc. in connection with an "outsourcing" of the employee's job function, as determined by Plan Administrator, will be credited with his/her service with the third party service provider, subject to the Break in Service rules.

- If you terminate employment with Emory Healthcare, Inc. and all Affiliates after completing one Year of Service or attaining a nonforfeitable interest in your Employer contributions to the Plan, your service before your employment termination will be credited upon rehire if your Break in Service period does not exceed five consecutive years. If the Break in Service period exceeds five consecutive years, the prior service will not be counted unless at the time you terminated employment you had a nonforfeitable interest in Employer contributions to the Plan. If your prior service is not counted upon reemployment because you do not satisfy these requirements, you will be treated as a new hire for eligibility and vesting purposes.

Service Prior to Affiliation with Certain Entities. Subject to the Break in Service rules described above, your last continuous period of service with the following entities shall be credited as service under the Plan if you were as employed by such entity on the date immediately preceding the date you transferred to the Employer, and such transfer was initiated by the Employer: (i) Emory Medical Laboratories, Inc. ("EML"); (ii) Emory Specialty Associates, LLC ("ESA"); (iii) Children's Healthcare of Atlanta, Inc. ("CHOA"); (iv) EHCA John's Creek, LLC ("EJC") on or after May 29, 2011; (v) Saint Joseph's Health System ("SJH"); (vi) Catholic Health East ("CHE") from January 1, 2012 to January 31, 2012; (vii) Southern Regional Health System ("SRH") on or after October 14, 2012; (viii) Sports Medicine & Orthopaedic Institute of Gwinnett (d/b/a Gwinnett Sports Medicine) ("Gwinnett") on October 11, 2013; and (ix) Spivey Station Surgery Center ("Spivey") on June 26, 2017.

Such prior service will only be credited if:

- In the case of EML, you were an employee of EML when EML first became an Affiliate;

- In the case of ESA, you were an employee, shareholder or member of the practice group when such group transitioned to ESA (or an Affiliate) and you transferred employment directly from such entity to Emory Healthcare, Inc. or an Affiliate at the request of Emory Healthcare, Inc. or Affiliate; and

- In the case of CHOA, EJC, SJH, CHE, SRH, Gwinnett and Spivey, you were employed by CHOA, EJC, SJH, CHE, SRH, Gwinnett or Spivey as applicable, on the date immediately preceding the date you transferred to Emory Healthcare, Inc. or an Affiliate, and such transfer was initiated by Emory Healthcare, Inc. or an Affiliate.

Special rules for service crediting may apply as a result of an acquisition or service with an Affiliate. If you think special provisions apply to you, you should consult the Plan Administrator.

The service crediting rules are complex and you should consult the Plan Administrator if you think your Years of Service have not been properly credited.

NOTE: Emory Healthcare, Inc reserves the right to terminate, suspend, withdraw, amend or modify the Plan in whole or in part at any time. Further, Emory Healthcare, Inc *reserves the right to terminate or modify coverage for any group of employees, active or retired and their dependents or a class of dependents at any time.*

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