## SUMMARY OF MATERIAL MODIFICATIONS TO THE CARLE PROFIT SHARING PLAN

This is a summary of material modifications ("SMM") to the Carle Profit Sharing Plan as restated effective January 1, 2021 (the "401(k) Plan" or the "Plan") to reflect certain changes made by the Third Amendment to the Plan relating to additional in-service withdrawal options and an increase to the threshold for automatic rollover distributions. It also reflects a change to the rate of discretionary matching contributions as approved by the Plan Sponsor. The changes described in this SMM are effective as of January 1, 2024, except as otherwise provided below.

Please read this SMM carefully, as it supplements and amends the Plan's Summary Plan Description ("SPD") dated November 2021. If you cannot locate your copy of the SPD, you may request another copy from the Human Resources Department by calling 1-217-902-5300 or via email at <a href="MyHR.HelpDesk@carle.com">MyHR.HelpDesk@carle.com</a>. You can also view and download a copy of the SPD from the EPIC Retirement Plan Services website at <a href="www.go-retire.com/Carle">www.go-retire.com/Carle</a>.

- 1. The last paragraph on page 1 of the SPD (**Introduction**) is amended by deleting the email address <u>Human.Resources@Carle.com</u> and inserting the following in its place: <u>MyHR.HelpDesk@carle.com</u>.
- 2. The second paragraph of Q-7 (**How much can I contribute to the Plan?**) is amended to read as follows effective January 1, 2023:

For purposes of your contributions and discretionary matching and discretionary annual contributions, "compensation" generally means your salary or wages and other amounts you receive from the Company, including, but not limited to, certain types of bonuses, differential wage payments, and certain amounts an employee elects to "reclassify" as non-taxable (such as clergy housing allowances and provider business expenses).

3. The second paragraph of Q-13 (What are discretionary matching contributions?) is replaced by the following:

Your "compensation" for a calendar year for discretionary matching contribution purposes is the same as compensation as described in Q-7. However, compensation prior to your January 1 or July 1 entry date is not counted.

Effective for the Plan Year beginning on January 1, 2024, the discretionary matching contribution rate has been set at 100% of your contributions, up to 3% of your compensation. Your contributions in excess of 3% of your compensation are not matched. The discretionary matching contribution rate will remain at 3% until the rate is further amended in accordance with the terms of the Plan.

Following is an example of how discretionary matching contributions work:

**Example**: Assume your salary for 2024 is \$78,000, you contribute 20% of your pay to the Plan, and you are paid 26 times per year (\$3,000 per pay period).

Each pay period, your contributions to the Plan would total \$600 (\$3,000 salary x 20% = \$600) and the Company would make discretionary matching contributions to the Plan on your behalf equal to \$90 (\$3,000 salary x 3% match rate = \$90).

Your total discretionary matching contributions for the Plan Year would be \$2,340 ( $\$90 \times 26$  pay periods = \$2,340).

4. The question in Q-32 is revised to read "What if my account is \$7,000 or less? and the first and second paragraphs of Q-32 are amended to read as follows:

Special automatic rollover rules apply if your vested account balance is at or below the Plan's "Cash-Out Limit." Effective January 1, 2024, the Cash-Out Limit is \$7,000; prior to January 1, 2024, the Cash-Out Limit was \$5,000. If your vested account balance is at or below the Cash-Out Limit on the date distribution is to be made (regardless of whether you terminate from employment prior to or after January 1, 2024), your account balance will be *automatically* rolled over from the Plan to an IRA provider selected by the Plan administrator as soon as practicable after your termination if (i) you have not attained age 62, (ii) you have not elected to have your account balance paid directly you, and (iii) you have not elected to have your account balance directly rolled over to your IRA or to another employer-sponsored qualified retirement plan (see Q-33). Your Plan account balance attributable to pre-tax contributions will be rolled over to a "traditional" IRA. Your Plan account balance attributable to your Roth Contributions, if any, will be automatically rolled over to a Roth IRA.

For purposes of determining whether your vested account balance is below the Cash-Out Limit, the value of your rollover contributions to the Plan (if any) are excluded.

5. Q-33 (**Can I elect a direct rollover?**) is amended by revising the last paragraph to read as follows:

You may elect a direct rollover, even if your account balance is at or below the Cash-Out Limit described in Q-32. However, if your account balance is at or below the Cash-Out Limit, it may be automatically rolled over to an IRA as described in Q-32.

- 6. Q-45 (**Can I make withdrawals while I am still employed by Carle?**) is amended to add items 6. and 7. to the end of the numbered list to read as follows:
  - 6. If you meet the requirements for a Terminal Illness Distribution as described below, you may make a withdrawal of all, or any part of, your vested account balance. If you are below age 59½, the Terminal Illness Distribution is not subject to the 10% distribution penalty for distributions prior to reaching age 59½. A "Terminal Illness Distribution" is a distribution from the Plan made to you if you are otherwise eligible to receive a distribution under the terms of the Plan and (a) the distribution is made after the date that you have been certified by a physician as having an illness or a physical condition that can reasonably be expected to result in your death within 84 months after the date of the physician's certification, and (b) the

distribution is made on or prior to the date that you have provided the Plan Administrator with sufficient evidence of your terminal illness, in such form as may be requested by the Plan Administrator. A Terminal Illness Distribution may be repaid to the Plan within three years following the date of the distribution and will be treated as a rollover contribution to the Plan under Q-11.

- 7. If you meet the requirements for a Domestic Abuse Distribution as described below, you may make a withdrawal of all, or any part of, your vested account balance. If you are below age 59½, the Domestic Abuse Distribution is not subject to the 10% distribution penalty for distributions prior to reaching age 59½. A "Domestic Abuse Distribution" is a distribution from the Plan made to you (a) during the oneyear period following the date that you are a victim of Domestic Abuse (as defined below) by your spouse or domestic partner, (b) on or after the date that you certify to the Plan Administrator that the distribution meets the requirements of an eligible distribution to a domestic abuse victim, and (c) that does not exceed the lesser of \$10,000 (as adjusted for cost of living adjustments after 2024) or 50% of the value of your vested account balance. For purposes of this distribution, "Domestic Abuse" means physical, psychological, sexual, emotional or economic abuse, including efforts to control, isolate, humiliate or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household. A Domestic Abuse Distribution may be repaid to the Plan within three years following the date of the distribution and will be treated as a rollover contribution to the Plan under Q-11.
- 7. Q-51 (Where can I get more information about the Plan?) is amended by deleting the email address <a href="mailto:Human.Resources@Carle.com">Human.Resources@Carle.com</a> and inserting the following in its place: <a href="mailto:MyHR.HelpDesk@carle.com">MyHR.HelpDesk@carle.com</a>.

If you have any questions about this SMM, please contact the Human Resources Department at 1-217-902-5300 or via email at <a href="MyHR.HelpDesk@carle.com">MyHR.HelpDesk@carle.com</a>. Please note that this SMM is only a summary of certain Plan provisions. As such, it is less technical than the underlying documents, which establish the Plan. It does not alter the Plan or any other legal documents, including Plan amendments, related to the Plan. In the event of any variation between the information in this SMM and the provisions of the actual Plan document and any Plan amendments, the Plan document and Plan amendments will control.

If you received this SMM electronically, you may receive a written paper copy of this SMM (at no charge) by contacting the Human Resources Department at 1-217-902-5300 or by email at <a href="MyHR.HelpDesk@carle.com">MyHR.HelpDesk@carle.com</a>.

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