SCL HEALTH
DEFINED CONTRIBUTION PLAN

Amended and Restated
Effective January 1, 2016
(Except as otherwise provided herein)

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SCL HEALTH
DEFINED CONTRIBUTION PLAN

INTRODUCTION AND BACKGROUND

The former Sisters of Charity of Leavenworth Health System Defined Contribution Plan ("Plan") is hereby amended and restated by the Sisters of Charity of Leavenworth Health System ("Sponsoring Employer"), the same to be effective as of January 1, 2016, except as otherwise specifically provided herein. The Plan is hereby renamed the SCL Health Defined Contribution Plan.

The Sponsoring Employer originally established this profit sharing retirement plan ("Plan") effective January 1, 1996 as a "church plan" under Code Section 414(e) for the exclusive benefit of the Participants and their Beneficiaries.

Effective as of the close of the Plan Year ending December 31, 2011, all of the assets and liabilities of the Exempla Retirement Plus Plan were merged into this Plan in accordance with Code Section 414(l) and Treas. Regs. Sec. 1.414(l)-1(d), with this Plan being the surviving Plan. As of January 1, 2012, eligible employees of Exempla, Inc. and its participating subsidiaries became Participants in this Plan.

This document evidences the election of the Plan Administrator pursuant to Code Section 410(d)(1) and Act Section 4(b)(2) that the Plan be subject to the Act effective as of January 1, 2016 as if the Act did not contain an exclusion for church plans.

ARTICLE I.
DEFINITIONS

1.1 "**Accounts**" means the accounts established and maintained for each Participant with respect to his or her total interest in the Plan and Trust. Such account may include accounts and sub-accounts, including without limitation, with respect to amounts transferred from the Exempla Retirement Plus Plan on or about December 31, 2011 and with respect to amounts accrued while the Participant is a Grandfathered Employee. Other accounts for each Participant may be established and maintained by the Committee as advisable or when required by law or regulations.

1.2 **"Act"** means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

1.3 **"Affiliated Employer"** means, other than an Employer, any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes an Employer, any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with an Employer, any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes an Employer, and any other entity required to be aggregated with an Employer pursuant to Regulations under Code Section 414(o). Effective January 1, 2012, the Sponsoring Employer and Exempla, Inc. made an election under Treas.

Regs. Sec. 1.414(c)-5(c)(1) that the Sponsoring Employer and Exempla, Inc., and their wholly-owned subsidiaries, be considered Affiliated Employers.

1.4 "Allocation Date" means the last day of each Plan Year and such additional dates as the Benefit Administration Committee shall deem appropriate or as set forth herein.

1.5 "Anniversary Date" means December 31.

1.6 "Basic Contribution" means the Employer contribution provided in Section 3.1 of the Plan.

1.7 "Beneficiary" means any person or persons (including an estate or trust) designated by a Participant to receive a death benefit pursuant to Section 5.2 hereof.

1.8 "Benefit Administration Committee" means the Benefit Administration Committee as constituted under Article VII.

1.9 "Board of Directors" shall mean the governing Board of the Sponsoring Employer. When indicated by the context, Board of Directors shall also mean the governing Board of an Affiliated Employer or Participating Employer.

1.10 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.11 "Compensation" with respect to any Participant means, except as otherwise set forth below for Eligible Employees of the University of Saint Mary, such Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (in the course of the Employer's trade or business) in a Plan Year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052. "Compensation" must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)).

For purposes of this section, and notwithstanding the above, the determination of "Compensation" shall be made by:

(a) excluding (even if includible in gross income) reimbursements or other expense allowances, fringe benefits (cash or noncash), moving expenses, compensation which is Employer-funded (other than pursuant to a salary reduction agreement) and which is deferred under nonqualified arrangements, and welfare and disability benefits (for this purpose, disability benefits shall not include sick pay paid directly by an Employer);

(b) including amounts which are contributed by the Employer pursuant to a salary reduction agreement and which are not includible in the gross income of the Participant under Code Sections 125, 132(f)(4), 402(e)(3) or 403(b);

(c) including amounts which are contributed by the Employer to a nonqualified plan pursuant to a salary reduction agreement and which are not includible in the gross income of the Participant under Code Sections 457(b) or 457(f); and

(d) excluding the following: (1) for purposes of the donor's Compensation and even if includible in gross income, any amount of paid-time off donated by a Participant, whether to an affiliate of the Employer, another Employee or otherwise; (2) all bonuses; and (3) non-cash compensation.

Notwithstanding the preceding, for purposes of calculating Matching Contributions pursuant to Section 3.5(a)(2)(B) for Eligible Employees of the University of Saint Mary, Compensation shall mean base pay and shall specifically exclude overtime pay, supplemental pay, adjunct pay and stipends.

Only "Compensation" paid after the Employee becomes a Participant shall be recognized under this section. Compensation shall be taken into account for purposes of contribution allocations under the Plan for the Plan Year in which such Compensation is paid.

"Compensation" in excess of the annual compensation limit in effect for the Plan Year under Code Section 401(a)(17) shall be disregarded under the Plan. For the Plan Year beginning January 1, 2016, the annual compensation limit is $265,000, as adjusted thereafter by the Commissioner for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B). The adjusted annual compensation limit in effect for a calendar year shall be effective for the Plan Year beginning in such calendar year.

If the Employer provides differential wage payments (as defined in Code Section 414(u)(12)(D)) to Participants who have performed qualified military service (as defined in Code Section 414(u)) for more than thirty (30) days, the Participant shall be treated as an Employee of the Employer, but "Compensation" shall not include such differential wage payments.

1.12 "Continuous Service" means the aggregate of all periods of service, including periods of authorized leave of absence, measured from the date the Employee first performs an Hour of Service upon employment or reemployment through the earlier of: (a) the date of the Employee's resignation, retirement, dismissal, discharge or death, or (b) the first anniversary of the date on which an Employee is first absent from service, with or without pay, for any reason other than resignation, retirement, dismissal, discharge or death; provided, however, that if an Employee who has a resignation, retirement, dismissal, or discharge resumes employment as an Employee and completes an Hour of Service before the first anniversary of the earlier of: (1) the Employee's resignation, retirement, dismissal, or discharge or (2) if the Employee's resignation, retirement, dismissal, or discharge occurs during a period of absence for any reason other than a resignation, retirement, dismissal, or discharge, the date on which the Employee is first absent from service, such absence from service shall be disregarded and his or her employment shall be treated as continuous through the date he or she so resumes his or her employment as an Employee.

1.13 "Contribution Date" means, with respect to Matching Contributions and Basic Contributions, the pay date of each payroll period and, with respect to "true-up" Matching Contributions, the last day of each Plan Year.

1.14 "Date of Employment" means the first day on which an Employee completes an Hour of Service with an Employer or Affiliated Employer. However, if an Employee incurs a Termination of Employment and as a result incurs a 1-Year Break in Service, an Employee's Date of Employment for purposes of the Employee's Eligibility Computation Period shall be the first date thereafter on which the Employee completes an Hour of Service.

1.15 "Deferred Compensation" with respect to any Participant means for a Plan Year that portion of the Participant's compensation which has been contributed, pursuant to a salary reduction agreement, to the SCL Health Retirement Savings Plan. For Plan purposes, Deferred Compensation shall be limited to such amounts deferred while a Participant in the Plan and which comply with the limitations of Code Sections 402(g), 403(b), and 415.

1.16 "Effective Date" means January 1, 1996, the date on which this Plan was originally effective. The effective date of this amendment and restatement is January 1, 2016, except as otherwise specifically provided herein.

1.17 "Eligibility Computation Period" for each Employee shall mean a twelve (12)-consecutive month period beginning on the Employee's Date of Employment and, if an Employee is not credited with 1,000 Hours of Service during such twelve (12)-month period, the Plan Year within which is included the first anniversary of the Employee's Date of Employment, and each Plan Year thereafter.

1.18 "Eligible Employee" means any Employee of an Employer, except the following:

(a) an Employee who is a member of the Community of the Sisters of Charity of Leavenworth;

(b) an Employee who is a Leased Employee;

(c) an Employee whose employment is governed by the terms of a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining between the parties, unless such agreement is construed by the applicable Employer to provide for participation in this Plan with respect to the Employer's Matching Contribution and/or Basic Contribution;

(d) any individual who is classified by an Employer as a Leased Employee or an independent contractor, even if such individual is later determined by any governmental agency or court to have been a common law employee of the Employer;

(e) an Employee who is classified on the Employer's payroll system as a member of the "Talent Share" group; and

(f) an Employee of the University of Saint Mary who is a student performing services described in Code Section 3121(b)(1).

1.19 "Employee" means any common law employee of an Employer or Affiliated Employer. The term "Employee" excludes any person who is an independent contractor, but shall include Leased Employees within the meaning of Code Sections 414(n)(2) and 414(o)(2) unless such Leased Employees are covered by a plan described in Code Section 414(n)(5) and such Leased Employees do not constitute more than twenty percent (20%) of the Employer and Affiliated Employers' non-highly compensated work force. The term "Employee" also excludes members of a Catholic religious order of nuns, priests, brothers or monks who perform services for an Employer or Affiliated Employer as an agent of such order.

1.20 "Employer" means the Sponsoring Employer and each Participating Employer.

1.21 "Excess Aggregate Contributions" means, with respect to any Plan Year, the excess of the aggregate amount of the Matching Contribution made pursuant to Section 3.2 on behalf of Highly Compensated Participants for such Plan Year, over the maximum amount of such contributions permitted under the limitations of Section 3.6(a).

1.22 "Forfeiture" means that portion of a Participant's Account that is forfeited under Sections 3.7(a), 5.1(f) and 5.12.

1.23 "Forfeiture Suspense Account" means the account established and maintained to hold Forfeitures.

1.24 "Former Participant" means any person who has been a Participant, but who has ceased to be a Participant for any reason.

1.25 "415 Compensation" with respect to any Participant means such Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (in the course of the Employer's trade or business) for a Plan Year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3), and 6052. "415 Compensation" must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2))."415 Compensation" shall include the amount of any elective contributions made by the Employer on behalf of such Employee that are not includible in the Employee's income under Code Sections 125, 132(f)(4) or 457.

"415 Compensation" shall not include any Code Section 3401(a) wages paid after a Participant's Termination of Employment, unless such payment is made before the later of 2½ months after the Participant's Termination of Employment or the end of the Plan Year that includes the Participant's Termination of Employment and,

(a) the payment is regular compensation for services actually rendered, such as base salary or wages, commissions, bonuses, or other similar payments, that would have been paid to the Participant while an Employee had he or she not had a Termination of Employment; or

(b) the payment is for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued; or

(c) payment is received by the Participant pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income.

415 Compensation in excess of the annual compensation limit in effect for the Plan Year under Code Section 401(a)(17) shall be disregarded under the Plan. For the Plan Year beginning January 1, 2016, the annual compensation limit is $265,000, as adjusted thereafter by the Secretary of the Treasury for increases in the cost of living in accordance with Code Section 401(a)(17)(B).

1.26 "414(s) Compensation" with respect to any Employee means 415 Compensation paid during a Plan Year. The amount of "414(s) Compensation" with respect to any Employee shall include "414(s) Compensation" during the entire twelve (12) month period ending on the last day of such Plan Year, except that "414(s) Compensation" shall only be recognized for that portion of the Plan Year during which the Employee was a Participant in the Plan.

"414 Compensation" in excess of the annual compensation limit in effect for the Plan Year under Code Section 401(a)(17) shall be disregarded under the Plan. For the Plan Year beginning January 1, 2016, the annual compensation limit is $265,000, as adjusted thereafter by the Commissioner for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B). The adjusted annual compensation limit in effect for a calendar year shall be effective for the Plan Year beginning in such calendar year.

1.27 "Full-Time Employee" means an Employee who is classified on the Employer's payroll system in a position for which it is anticipated he or she will normally work at least seventy-two (72) hours per bi-weekly pay period.

1.28 "Grandfathered Employee" means an Eligible Employee who is assigned to a Grandfathered Employer, other than such Eligible Employee who is an executive of the Sponsoring Employer.

1.29 "Grandfathered Employer" means Holy Rosary Healthcare, St. James Healthcare and St. Vincent Healthcare (and, prior to its sale, St. John's Health Center).

1.30 "Highly Compensated Employee" means an Employee described in Code Section 414(q) and the Regulations thereunder, and generally means an Employee who performed services for the Employer or an Affiliated Employer during the "determination year" and who is in one or more of the following groups:

(a) Employees who at any time during the "determination year" or "look-back year" were "five percent owners" of the Employer or an Affiliated Employer. "Five percent owner" means any person who owns (or is considered as owning within the meaning of Code Section 318) more than five percent (5%) of the outstanding stock of the Employer or an Affiliated Employer or stock possessing more than five percent (5%) of the total combined voting power of all stock of the Employer or an Affiliated

Employer or, in the case of an unincorporated business, any person who owns more than five percent (5%) of the capital or profits interest in the Employer or an Affiliated Employer. In determining percentage ownership hereunder, employers that would otherwise be aggregated under Code Sections 414(b), (c), (m) and (o) shall be treated as separate employers.

(b) Employees who received 415 Compensation during the "look-back year" from the Employer or an Affiliated Employer in excess of one hundred and twenty thousand dollars ($120,000), as adjusted after December 31, 2016 for increases in the cost-of-living pursuant to Code Section 414(q)(1).

The "determination year" shall be the Plan Year for which testing is being performed, and the "look-back year" shall be the immediately preceding twelve-month period.

In determining who is a Highly Compensated Employee, Employees who are non-resident aliens and who received no earned income (within the meaning of Code Section 911(d)(2)) from the Employer or an Affiliated Employer constituting United States source income within the meaning of Code Section 861(a)(3) shall not be treated as Employees. Additionally, all Affiliated Employers shall be taken into account as a single employer and Leased Employees within the meaning of Code Sections 414(n)(2) and 414(o)(2) shall be considered Employees unless such Leased Employees are covered by a plan described in Code Section 414(n)(5) and are not covered in any qualified plan maintained by the Employer. The exclusion of Leased Employees for this purpose shall be applied on a uniform and consistent basis for all of the Employer's retirement plans. Highly Compensated Former Employees shall be treated as Highly Compensated Employees without regard to whether they performed services during the "determination year."

1.31 "Highly Compensated Former Employee" means a former Employee who had a separation year prior to the "determination year" and was a Highly Compensated Employee in the year of separation from service or in any "determination year" after attaining age fifty-five (55). Highly Compensated Former Employees shall be treated as Highly Compensated Employees. The method set forth in this section for determining who is a "Highly Compensated Former Employee" shall be applied on a uniform and consistent basis for all purposes for which the Code Section 414(q) definition is applicable.

1.32 "Highly Compensated Participant" means any Highly Compensated Employee who is eligible to participate in the Plan.

1.33 "Hour of Service" means:

(a) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer or an Affiliated Employer for the performance of duties for the Employer or an Affiliated Employer during the applicable computation period;

(b) each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer or an Affiliated Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance

of duties (such as vacation, holidays, sickness, jury duty, disability, lay off, military duty or paid leave of absence) during the applicable computation period;

(c) each hour for which back pay is awarded or agreed to by the Employer or an Affiliated Employer without regard to mitigation of damages;

(d) each hour for a leave of absence taken by the Employee pursuant to the terms of the Family and Medical Leave Act of 1993 ("FMLA") if the Employee is entitled to compensation for such leave;

(e) each hour, regardless of whether the Employee is entitled to compensation for such hour, for which the Employee does not perform services under the Employer's "low census" or "low patient day" policy (or similar policy regardless of its name) regarding day-to-day staffing needs based upon patient volume; or

(f) each hour for which the Employee is entitled to credit while absent from work for purposes of "qualified military service" as defined in Code Section 414(u)(5).

Hours of Service for the same period shall not be credited for more than one of the above reasons for the same purpose hereunder.

Hours of Service for the performance of duties or for reasons not requiring the performance of duties shall be credited on the pay date for the payroll period for the performance of duties or for which performance of duties was not required. Hours of Service resulting from a back pay award, to the extent not previously credited, shall be credited for the period or periods to which the award or agreement pertains under similar rules.

The Hours of Service to be credited to an Employee under subsection (a) above for which duties were performed shall be based upon the actual number of Hours of Service for which he or she is directly or indirectly compensated as hereinabove provided. The number of Hours of Service to be credited to an Employee under subsections (b), (c), (d) or (e) above for which no duties were performed shall be calculated on the basis of the number of hours regularly scheduled for the performance of duties during the period of time for which he or she received compensation or a back pay award, or was on FMLA leave or on the "low census" or "low patient day." If an Employee has no regular work schedule, the number of Hours of Service shall be calculated on the basis of an eight (8) hour day and/or forty (40) hour week. If an employee received direct or indirect compensation under subsection (b) and/or subsection (c) above for which no duties were performed, or during a leave of absence pursuant to the FMLA, which was not based on "units of time," the Hours of Service to be credited shall be calculated pursuant to the regulations of the U.S. Department of Labor which can be found at 29 C.F.R. Section 2530.200b-2(b), (c) and (f) or any successor thereto which may be promulgated by the Internal Revenue Service pursuant to the ERISA Reorganization Plan of 1978.

Notwithstanding the foregoing:

(1) no more than five hundred and one (501) Hours of Service shall be credited under subsection (b) and/or subsection (c) above for any single continuous period during which no duties were performed;

(2) no Hours of Service shall be credited under subsection (b) above if the indirect compensation was paid pursuant to worker's compensation, unemployment compensation or disability insurance laws;

(3) no Hours of Service shall be credited for any payment to an Employee which solely reimburses the Employee for medical or medically related expenses;

(4) no Hours of Service shall be credited for "on-call" time, for which the Employee is compensated solely for being available to perform services on short notice on behalf of an Employer or Affiliated Employer;

(5) solely with respect to Participants who were Employees of Mount St. Vincent Home, Inc. on March 31, 2011, Hours of Service for Plan purposes shall also include service prior to April 1, 2011 with any organization under the Archdiocese of Denver;

(6) any individual who was employed by Conifer Associates on or about October 16, 2011 and who became an Employee on or about such date shall be credited with Hours of Service for all Plan purposes for hours worked for Conifer Associates;

(7) any individual who was previously employed by an Employer but whose employment with the Employer ended because such individual was outsourced directly to Conifer Associates or Med Assets, and who again becomes an Employee of an Employer directly from Conifer Associates or Med Assets on or before December 31, 2012 as part of an Employer's in-sourcing initiative shall be credited with Hours of Service for all Plan purposes for hours worked for Conifer Associates or Med Assets;

(8) in the event of an in-sourcing initiative by an Employer, the individual who from time to time holds the position of Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, shall have authority, in his or her sole discretion, to grant credit under the Plan for prior service with the outsourcing company for purposes of eligibility, vesting, allocation requirements and contribution tiers. Any such service crediting shall be reflected in Appendix B, which may be created or amended by such individual from time to time;

(9) in the event an Employer acquires new Employees in connection with a corporate acquisition, the individual who from time to time holds the position of Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, shall have authority, in his or her sole discretion, to grant credit under the Plan for prior service with the selling group for purposes of eligibility, vesting, allocation requirements and contribution tiers. Any such service crediting shall be reflected in Appendix B, which may be created or amended by such individual from time to time; and

(10) any individual who was an Employee of SCL Home Health, LLC on or about September 1, 2015 when such entity was acquired by the Sponsoring Employer shall be credited with Hours of Service for all Plan purposes for hours worked for SCL Home Health, LLC prior to such acquisition.

An Employee who is classified by the Employer as an exempt Employee shall be credited with forty-five (45) Hours of Service for each calendar week during which, under the foregoing paragraphs of this Section 1.33, such Employee would be credited with at least one (1) Hour of Service for such week.

1.34 "Income," for purposes of Section 3.7(a), means the income allocable to Excess Aggregate Contributions which shall equal the sum of the allocable gain or loss for the Plan Year. The income allocable to Excess Aggregate Contributions for the Plan Year is determined by multiplying the income for the Plan Year by a fraction, the numerator of which is the Excess Aggregate Contributions for the Plan Year, and the denominator of which is the Participant's Matching Contribution Account as of the beginning of the Plan Year, plus any additional Matching Contributions made for such Plan Year.

1.35 "Investment Manager" means a person, firm or corporation appointed by the Retirement Investment Committee who: (a) has the power to manage, acquire or dispose of Trust Fund assets; (b) acknowledges fiduciary responsibility to the Plan in writing; and (c) is registered as an investment adviser under the Investment Advisers Act of 1940 or is a bank or an insurance company.

1.36 "Late Retirement Date" means a date following a Participant's Normal Retirement Date and on which a Participant's Termination of Employment occurs for reasons other than death.

1.37 "Leased Employee" means any person (other than a common law employee of an Employer or Affiliated Employer) who, pursuant to an agreement between an Employer or Affiliated Employer and any other person ("leasing organization"), has performed services for the Employer or Affiliated Employer on a substantially full-time basis for a period of at least one (1) year, and such services are performed under the primary direction or control by the Employer or Affiliated Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the Employer. A Leased Employee shall not be considered an Employee hereunder if:

(a) such employee is covered by a money purchase pension plan providing:

(1) a non-integrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code Sections 125, 402(a)(8), 402(h) or 403(b);

(2) immediate participation; and

(3) full and immediate vesting; and,

(b) Leased Employees do not constitute more than twenty percent (20%) of the Employer and Affiliated Employer's non-highly compensated work force.

1.38 "Matching Contributions" means the Employer contributions provided in Section 3.2 of the Plan.

1.39 "Non-Highly Compensated Participant" means any Participant who is not a Highly Compensated Employee.

1.40 "Normal Retirement Age" means a Participant's sixty-fifth (65th) birthday. A Participant shall become fully Vested in his or her Accounts upon attaining his or her Normal Retirement Age.

1.41 "Normal Retirement Date" means the date on which a Participant attains Normal Retirement Age.

1.42 "1-Year Break in Service" means, except as provided below, the applicable computation period during which an Employee has not completed more than 500 Hours of Service with the Employer or Affiliated Employer. Solely for the purpose of determining whether a Participant has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." Years of Service and 1-Year Breaks in Service shall be measured on the same computation period.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with the Employer or an Affiliated Employer pursuant to an established nondiscriminatory policy, whether occasioned by illness, military service or any other reason.

A "maternity or paternity leave of absence" means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or in any other case in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence or, in any case in which the Benefit Administration Committee is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed five hundred and one (501).

Notwithstanding the preceding, with respect to an Employee of the University of Saint Mary, a "1-Year Break in Service" means a twelve (12)-consecutive month period of time during which the Employee is not employed by the University of Saint Mary commencing on the earlier of: (a) the Eligible Employee's resignation, retirement, dismissal, discharge or death, or (b) if earlier, the first anniversary of the date on which the Eligible Employee is first absent from

service, with or without pay, for any reason other than resignation, retirement, dismissal, discharge or death, during which he or she does not perform at least one Hour of Service. Solely for purposes of determining whether a Participant has incurred a 1-Year Break in Service, subsection (b) above shall mean the second anniversary of the date on which the Eligible Employee is first absent from service on account of a "maternity or paternity leave of absence."

1.43 "Participant" means any Eligible Employee who participates in the Plan as provided in Article II and who has not for any reason become ineligible to participate further in the Plan.

1.44 "Participating Employer" means each Affiliated Employer listed on Appendix C who has adopted this Plan as a Participating Employer in accordance with Article XII.

1.45 "Participation Date" means the first day of each calendar month.

1.46 "Plan" means the SCL Health Defined Contribution Plan as herein set forth, and as may be amended from time to time.

1.47 "Plan Administrator" means the Sponsoring Employer.

1.48 "Plan Year" means the Plan's accounting year of twelve (12) months commencing on January 1 of each year and ending the following December 31.

1.49 "Regulations" mean the Income Tax Regulations as promulgated by the Secretary of the Treasury, as amended from time to time.

1.50 "Retirement Date" means the date as of which a Participant's Termination of Employment occurs for reasons other than death, so long as such Termination of Employment occurs on a Participant's Normal Retirement Date or Late Retirement Date.

1.51 "Retirement Investment Committee" means the Retirement Investment Committee established pursuant to Article VII hereof.

1.52 "Sponsoring Employer" means the Sisters of Charity of Leavenworth Health System, a Kansas non-profit corporation.

1.53 "Spouse" means the Participant's legal spouse under the laws of the State in which the marriage was formalized.

1.54 "Termination of Employment" shall mean an Employee ceasing to be actively employed by an Employer or Affiliated Employer; provided, however, a "Termination of Employment" shall not include the transfer of an Employee from the employ of one Employer or Affiliated Employer to the employ of another Employer or Affiliated Employer.

1.55 "Trust" means the trust created by a separate trust agreement between the Sponsoring Employer and the Trustee, as may be amended, which shall form a part of this Plan.

1.56 "Trustee" means the person or entity, whether one or more, acting as trustee of the Trust, and any successors thereto, as appointed by the Board of Directors of the Sponsoring Employer.

1.57 "Trust Fund" means the assets of the Plan and Trust as the same shall exist from time to time.

1.58 "Vested" means the nonforfeitable portion of any Account maintained on behalf of a Participant.

1.59 "Year of Eligibility Service" means a period of twelve (12) consecutive months of Continuous Service.

1.60 "Year of Employment" means a period of twelve (12) consecutive months (including paid leaves of absence) beginning on the Participant's date of hire or adjusted hire date (as defined below), as the case may be, during which the Participant was employed by the Employer. If a Participant incurs a break in service of less than twelve (12) months on account of an unpaid, non-statutory leave or because the Participant is reemployed after a Termination of Employment, his or her "adjusted hire date" means his or her original date of hire moved forward by the number of days of such break. Subject to the above, periods of employment prior to a break in service shall only be taken into account for this purpose if the break in service does not exceed twelve (12) months.

1.61 "Year of Service" means a Plan Year during which an Employee has performed at least one thousand (1,000) Hours of Service for the Employer or any Affiliated Employer or, with respect to an Employee of the University of Saint Mary, the Employee's whole years of Continuous Service, as well as service recognized under subsections (a) through (e) below:

(a) "Years of Service" rendered prior to January 1, 1996 and which were recognized under the Sisters of Charity of Leavenworth Health System Retirement Plan as of December 31, 1995 and/or the Retirement Plan for Lay Employees of the Mother House shall be recognized under this Plan.

(b) "Years of Service" with either Addiction Recovery Unit or St. Mary's Medical Group - Neurological Associates rendered prior to their respective acquisition by St. Mary's Hospital shall be recognized under this Plan solely for vesting purposes, in the case of Addiction Recovery Unit, and, effective October 1, 2006, solely for purposes of eligibility and vesting, in the case of St. Mary's Medical Group - Neurological Associates.

(c) For vesting, allocations, and participation purposes, all service as recognized and determined under the money purchase plan in which the seller of assets of Bethany Medical Center participated as of the closing date shall be recognized by this Plan (subject to the following paragraph) solely with respect to "Bethany Transitional Employees." For this purpose, "Bethany Transitional Employees" means employees of the seller of assets of Bethany Medical Center or its affiliated employers (determined under principles enumerated in Section 1.3) whose employment with such entities was terminated as a result of the acquisition of the assets of Bethany Medical Center by an

Employer hereunder in 1998 and who, immediately upon such termination, were offered and accepted employment with an Employer hereunder.

(d) Any Participant who was an Employee of Exempla, Inc. or its affiliates prior to January 1, 2012 shall receive credit under this Plan for Years of Service prior to January 1, 2012 which were recognized under the Exempla Retirement Plus Plan.

Notwithstanding the preceding, if any Former Participant is reemployed after a Termination of Employment, Years of Service shall be subject to the following rules:

(1) If the Former Participant did not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, as determined under Section 5.1, upon reemployment Years of Service before such earlier Termination of Employment shall be disregarded with respect to vesting of contributions allocated to such Participant after reemployment if he or she has incurred five (5) or more consecutive 1-Year Breaks in Service. In all other cases, Years of Service before such earlier Termination of Employment shall be counted for purposes of vesting of contributions allocated to such Participant after reemployment.

(2) Where a Participant's Termination of Employment occurs on or after January 1, 2016, Years of Service rendered after the reemployment of such Participant shall be used to increase the Former Participant's Vesting in his or her Account balance derived from pre-break service unless the Participant has incurred five (5) or more consecutive 1-Year Breaks in Service; provided, however, that this subsection (2) shall not apply if the Account was previously forfeited under Section 5.1(g) unless the Account has been reinstated pursuant to Section 5.1(h).

(3) Where a Participant's Termination of Employment occurred before January 1, 2016, Years of Service rendered after reemployment shall not be used to increase the Former Participant's Vesting in his or her Account balance derived from pre-break service; provided, however, that with respect to amounts transferred from the Exempla Retirement Plus Plan on or about December 31, 2011, Years of Service rendered after reemployment shall be used to increase the Former Participant's Vesting in his or her Account balance derived from pre-break service unless the Participant has incurred five (5) or more consecutive 1-Year Breaks in Service.

ARTICLE II.
PARTICIPATION

2.1 PARTICIPATION

(a) Each Eligible Employee who was a Participant in the Plan as of December 31, 2015 shall continue to be a Participant hereunder from and after January 1, 2016, so long as such individual continues to be an Eligible Employee.

(b) Each Eligible Employee who is not a Participant in the Plan as of December 31, 2015, who completes at least one thousand (1,000) Hours of Service during his or her Eligibility Computation Period or, with respect to an Eligible Employee of the University of Saint Mary, who completes one (1) Year of Eligibility Service, shall become a Participant as of the Participation Date coincident with or immediately following satisfaction of such requirements, but only if such Eligible Employee is still employed on such Participation Date as an Eligible Employee. If such Eligible Employee is not employed on such Participation Date as an Eligible Employee, such Eligible Employee shall become a Participant as of the date of rehire as an Eligible Employee if the Eligible Employee has not incurred five (5) or more consecutive 1-Year Breaks in Service. If such Eligible Employee has incurred five (5) or more consecutive 1-Year Breaks in Service, such Eligible Employee shall be treated the same as a new Employee who had no prior service before the date of the Employee's reemployment as an Eligible Employee.

(c) A Participant who is fully or partially Vested under Section 5.1 (including a Participant who was Vested under the Exempla Retirement Plus Plan) who incurs a Termination of Employment and who is subsequently reemployed as an Eligible Employee shall again become a Participant as of the individual's date of rehire as an Eligible Employee.

(d) A Participant who incurs a Termination of Employment prior to becoming Vested under the Plan in accordance with Section 5.1 (including a Participant in the Exempla Retirement Plus Plan), and who is subsequently reemployed as an Eligible Employee, shall again become a Participant as of the individual's date of rehire as an Eligible Employee if the individual has not incurred five (5) or more consecutive 1-Year Breaks in Service. If such individual has incurred five (5) or more consecutive 1-Year Breaks in Service, such individual shall be treated the same as a new Employee who had no prior service before the date of the individual's reemployment as an Eligible Employee.

(e) Notwithstanding anything to the contrary in this Section 2.1, in no event shall an Eligible Employee become a Participant in the Plan prior to the Effective Date or prior to the date his or her Employer adopts the Plan.

(f) Notwithstanding anything herein to the contrary, each Eligible Employee who is employed by SCL Home Health, LLC on December 31, 2015 shall become a Participant in the Plan on January 1, 2016.

2.2 CHANGE IN EMPLOYMENT STATUS

(a) In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Participant shall cease to be a Participant hereunder as of such date and shall thereafter be a treated as a Former Participant. No contributions shall be made or required hereunder on behalf of a Former Participant for such period the Former Participant is employed in an ineligible class of Employees. The Former Participant's interest in the Plan shall continue to share in the earnings of the Trust Fund until such time as the Former Participant is entitled to a distribution hereunder.

(b) In the event an Employee's classification with an Employer changes so that the Employee becomes employed in the class of Eligible Employees, such Eligible Employee shall become a Participant in the Plan as of the later of: (1) the date the Employee's employment classification changed to that of an Eligible Employee; or (2) if the Employee has not satisfied the service requirements of Section 2.1 as of the date his or her classification changed to that of an Eligible Employee, then as of the Participation Date the Eligible Employee would otherwise become a Participant under Section 2.1.

2.3 DETERMINATION OF ELIGIBILITY

The Benefit Administration Committee shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, subject only to review as provided in Section 9.2.

ARTICLE III.
CONTRIBUTION AND ALLOCATION

3.1 EMPLOYER BASIC CONTRIBUTION

For each Plan Year, the Sponsoring Employer and each Participating Employer, other than Mount St. Vincent Home, Inc., the University of Saint Mary and SCL Home Health, LLC, shall contribute to the Plan an amount sufficient to fund the Employer's Basic Contribution as provided in Section 3.5(a)(1). Mount St. Vincent Home, Inc., the University of Saint Mary and SCL Home Health, LLC shall not make a Basic Contribution to the Plan.

3.2 EMPLOYER MATCHING CONTRIBUTION

For each Plan Year, the Sponsoring Employer and each Participating Employer, other than Caritas Clinics, Inc. and Marian Clinic, shall contribute to the Plan an amount sufficient to fund the Employer's Matching Contribution as provided in Section 3.5(a)(2). Caritas Clinics, Inc. and Marian Clinic shall not make a Matching Contribution to the Plan.

3.3 FORM OF EMPLOYER CONTRIBUTIONS

All Employer contributions shall be made in cash or cash equivalents. All contributions shall be received by the Trustee and thereafter be managed and invested as provided herein and be held as part of the Trust Fund until distributed in accordance with Plan provisions.

3.4 TIME OF PAYMENT OF EMPLOYER CONTRIBUTIONS

Each Employer shall fund its Basic Contributions and Matching Contributions for a Plan Year within a reasonable period after each applicable Contribution Date. Each such installment shall equal an amount sufficient to fund the Employer's Basic Contribution and Matching Contribution based upon Compensation and Deferred Compensation for the applicable payroll period, subject to the "true up" Matching Contribution provided in Section 3.5(a)(2). In all circumstances, each Employer shall pay to the Trustee its contributions for a Plan Year within the time prescribed by the Code.

3.5 ALLOCATION OF CONTRIBUTIONS AND FORFEITURES

(a) Notwithstanding anything herein to the contrary, a Participant's Employer contributions shall be based on the site to which he or she is primarily assigned, except that Participants who are executives of the Sponsoring Employer shall receive Employer contributions made by the Sponsoring Employer, regardless of the site to which they are primarily assigned. The Employer shall provide the Benefit Administration Committee with all information required by the Benefit Administration Committee to make a proper allocation of the Employer's contributions as of each Contribution Date. Within a reasonable period of time after the date of receipt by the Benefit Administration Committee of such information, the Benefit Administration Committee shall allocate such contributions as provided below.

(1) With respect to an Employer's Basic Contribution made pursuant to Section 3.1, for each payroll period to the Account of each Participant eligible to receive a Basic Contribution an amount equal to the following percentage of the Participant's Compensation while employed by such Employer for the payroll period:

(A) With respect to the Account of a Participant, other than a Participant who is a Grandfathered Employee:

Employee Class	Percentage
Participants (other than those employed by the Mother House of the Sisters of Charity of Leavenworth) who were hired by an Employer before January 1, 2012	3%
Participants (other than those employed by the Mother House of the Sisters of Charity of Leavenworth) who were hired by an Employer on or after January 1, 2012	2%; 3% for any payroll periods beginning on or after the date the Participant is credited with at least five (5) Years of Employment
In either case above, Participants who are Full-Time Employees for the payroll period and who receive annualized Compensation for the Plan Year of less than the amount determined by the Senior Vice President, Chief Human Resources Officer, from time to time and set forth on Appendix D	An additional 1%
Participants employed by the Mother House of the Sisters of Charity of Leavenworth who are not active participants accruing a benefit in the Retirement Plan for Lay Employees of the Mother House	2%; 3% for any payroll periods beginning on or after the date the Participant is credited with at least five (5) Years of Employment

For purposes of determining whether a Participant was hired by an Employer before January 1, 2012 under this Section 3.5(a)(1)(A), a Participant who was employed by an Employer as of January 1, 2012 shall continue to be treated as being hired before January 1, 2012 even if the Participant has a Termination of Employment after January 1, 2012, but only if the Participant is rehired as an Eligible Employee within twelve (12) months of his or her Termination of Employment.

(B) With respect to the Account of a Participant who is a Grandfathered Employee, five percent (5%) of each such Participant's Compensation.

(2) Except as otherwise provided below, with respect to an Employer's Matching Contribution made pursuant to Section 3.2, for each Plan Year to the Account of each Participant eligible to receive a Matching Contribution who is classified on the Employer's payroll system as in a position for which it is anticipated he or she will normally work at least forty (40) hours per bi-weekly payroll period or at least twenty (20) hours per weekly payroll period, an amount equal to seventy percent (70%) of each Participant's Deferred Compensation for the Plan Year (but in no event shall Deferred Compensation in excess of six percent (6%) of Compensation be matched). Notwithstanding the preceding:

(A) with respect to the Account of a Participant who is an Employee of Mount St. Vincent Home, Inc., an amount equal to one hundred percent (100%) of each such Participant's Deferred Compensation for the Plan Year (but in no event shall Deferred Compensation in excess of three percent (3%) of Compensation be matched);

(B) with respect to the Account of a Participant who is an Employee of the University of Saint Mary and who, on December 31, 2013, is classified on the Employer's payroll system as in a position for which it is anticipated he or she will normally work twenty (20) hours or more per week or forty (40) hours or more per bi-weekly payroll period), an amount equal to one hundred percent (100%) of each such Participant's Deferred Compensation for the Plan Year (but in no event shall Deferred Compensation in excess of five percent (5%) of Compensation be matched);

(C) with respect to the Account of a Participant who is an Employee of SCL Home Health, LLC and, if he or she is hired on or after January 1, 2016, is classified on the Employer's payroll system as in a position for which it is anticipated he or she will normally work at least forty (40) hours per bi-weekly payroll period or at least twenty (20) hours per weekly payroll period, an amount equal to twenty-five percent (25%) of each Participant's Deferred Compensation for the Plan Year (but in no event shall Deferred Compensation in excess of four percent (4%) of Compensation be matched); and

(D) with respect to the Account of each Participant who is a Grandfathered Employee, an amount equal to fifty percent (50%) of each Participant's Deferred Compensation for the Plan Year (but in no event shall Deferred Compensation in excess of six percent (6%) of Compensation be matched).

An Employer's installments with respect to each Contribution Date shall be based solely upon the Participant's Deferred Compensation and Compensation while employed with such Employer for the payroll period ending on each such Contribution Date. In addition to the above, each Employer shall make a "true-

up" contribution following the end of each Plan Year as necessary to ensure that each Participant's Account has been allocated Matching Contributions for the Plan Year in the amount provided above, regardless of whether the Participant is still employed on the last day of the Plan Year.

(b) In the event a Participant is transferred between Employers, the Participant shall receive Basic and Matching Contributions as provided above from the transferor Employer through the end of the payroll period in which the transfer occurs, and from the transferee Employer for all subsequent payroll periods.

(c) Forfeitures allocated to the Forfeiture Suspense Account shall be used for the purposes provided in Sections 4.4, 5.1(h) and 5.12, as such events occur, or to reduce the Employer's Basic Contribution or Matching Contribution for such Plan Year. In the event any Forfeitures remain in the Forfeiture Suspense Account as of the last day of the Plan Year in which they occur, such Forfeitures shall be used as provided in the preceding sentence (and also, as necessary, to reduce the Employer's Basic Contribution or Matching Contribution for the following Plan Year) as promptly as possible after the end of such Plan Year, but in no event later than the last day of the following Plan Year.

3.6 ACTUAL CONTRIBUTION PERCENTAGE TESTS

(a) The "Actual Contribution Percentage" for the Highly Compensated Participant group shall not exceed the greater of:

(1) One hundred twenty-five percent (125%) of such percentage for the Non-Highly Compensated Participant group for the Plan Year; or

(2) The lesser of two hundred percent (200%) of such percentage for the Non-Highly Compensated Participant group for the Plan Year, or such percentage for the Non-Highly Compensated Participant group for the Plan Year plus two (2) percentage points.

(b) For the purposes of this section and Section 3.7, "Actual Contribution Percentage" for a Plan Year means, with respect to the Highly Compensated Participant group and Non-Highly Compensated Participant group, the average of the ratios (calculated separately for each Participant in each group) of:

(1) The Employer's Matching Contribution made pursuant to Section 3.2 for each Participant, to

(2) Each Participant's "414(s) Compensation" for such Plan Year.

(c) For purposes of determining the "Actual Contribution Percentage" and the amount of Excess Aggregate Contributions pursuant to Section 3.7, only Matching Contributions contributed to the Plan prior to the end of the succeeding Plan Year shall be considered.

(d) For purposes of this section and Code Sections 401(a)(4) and 401(m), if two or more plans of the Employer to which matching contributions, Employee contributions, or both, are made are treated as one plan for purposes of Code Sections 401(a)(4) and 401(m), such plans shall be treated as one plan. In addition, two or more plans of the Employer to which matching contributions, Employee contributions or both, are made may be considered as a single plan for purposes of determining whether or not such plans satisfy Code Sections 401(a)(4) and 401(m). In such a case, the aggregated plans must satisfy this section and Code Sections 401(a)(4) and 401(m) as though such aggregated plans were a single plan. Plans may be aggregated under this paragraph (d) only if they have the same Plan Year.

(e) If a Highly Compensated Participant is a Participant under two or more plans (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)) which are maintained by the Employer or an Affiliated Employer to which matching contributions, Employee contributions, or both, are made, all such contributions on behalf of such Highly Compensated Participant shall be aggregated for purposes of determining such Highly Compensated Participant's actual contribution ratio. However, if the plans have different plan years, this paragraph shall be applied by treating all plans ending with or within the same calendar year as a single plan.

(f) For purposes of Sections 3.6(a) and 3.7, a Highly Compensated Participant and Non-Highly Compensated Participant shall include any Employee eligible to have Employer Matching Contributions pursuant to Section 3.2 allocated to his or her Account for the Plan Year.

3.7 ADJUSTMENT TO ACTUAL CONTRIBUTION PERCENTAGE TESTS

(a) In the event that the "Actual Contribution Percentage" for the Highly Compensated Participant group exceeds the "Actual Contribution Percentage" for the Non-Highly Compensated Participant group pursuant to Section 3.6(a), the Benefit Administration Committee (on or before the fifteenth day of the third month following the end of the Plan Year, but in no event later than the close of the following Plan Year) shall direct the Trustee to distribute to the Highly Compensated Participant having the highest Matching Contributions, his or her Vested portion of Excess Aggregate Contributions (and Income allocable to such contributions) and, if forfeitable, to forfeit such non-Vested Excess Aggregate Contributions until either one of the tests set forth in Section 3.6(a) is satisfied, or until the dollar amount of his or her Matching Contributions equals the dollar amount of Matching Contributions of the Highly Compensated Participant having the second highest Matching Contributions. This process shall continue until one of the tests set forth in Section 3.6(a) is satisfied.

(b) Any distribution and/or forfeiture pursuant to Section 3.7(a) above of less than the entire amount of Excess Aggregate Contributions (and Income) shall be treated as a pro rata distribution and/or forfeiture of Excess Aggregate Contributions and Income. Distribution of Excess Aggregate Contributions shall be designated by the Employer as a distribution of Excess Aggregate Contributions (and Income). Such

forfeitures shall be used to reduce the Employer Matching Contribution as provided in Section 3.5(b).

(c) The amount of Excess Aggregate Contributions is determined by reducing the actual contribution ratio of the Highly Compensated Employee with the highest actual contribution ratio, until one of the tests set forth in Section 3.6(a) is satisfied or until his or her actual contribution ratio equals the actual contribution ratio of the Highly Compensated Employee having the second highest actual contribution ratio. This process shall continue until one of the tests in Section 3.6(a) is satisfied. The total amount of such reductions shall be the Excess Aggregate Contributions.

(d) If during the Plan Year, the projected aggregate amount of Employer Matching Contributions to be allocated to Highly Compensated Participants under this Plan would, by virtue of the tests set forth in Section 3.6(a), cause the Plan to fail such tests, then the Benefit Administration Committee may automatically reduce proportionately each affected Highly Compensated Participant's projected share of such contributions by an amount necessary to satisfy one of the tests set forth in Section 3.6(a).

3.8 MAXIMUM ANNUAL ADDITIONS

(a) Notwithstanding the foregoing and except to the extent permitted under Code Section 414(v), the maximum "annual additions" credited to a Participant's Account for a "limitation year" shall equal the lesser of: (1) $53,000 (as adjusted after 2016 for increases in the cost-of-living under Code Section 415(d)) or (2) 100% of the Participant's 415 Compensation for such "limitation year." If the Plan is terminated as of a date other than the last day of a "limitation year," the plan is deemed to have been amended to change its limitation year, with the result that the dollar limitation in this Section 3.8(a)(1) will be prorated under the short "limitation year" rules.

(b) For purposes of applying the limitations of Code Section 415, "annual additions" means the sum credited to a Participant's Account for any "limitation year" of: (1) Employer contributions (other than catch-up Contributions); (2) Employee contributions; (3) forfeitures; (4) contributions allocated to an individual medical benefit account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan established pursuant to Code Section 401(h) maintained by the Employer; and (5) amounts attributable to post retirement medical benefits allocated to the separate account of a key employee (as defined in Code Section 419A(d)(3)) under a welfare benefit plan (as defined in Code Section 419(e)) maintained by the Employer. In addition, the 415 Compensation percentage limitation referred to in paragraph (a)(2) above shall not, however, apply to: (i) a post-retirement medical benefits account for a key employee (as defined in Code Section 419A(d)(1); or (ii) any individual medical benefit account (as defined in Code Section 415(l).

(c) For purposes of applying the limitations of Code Section 415, the transfer of funds from one qualified plan to another is not an "annual addition." In addition, the following are not Employee contributions for the purposes of this Section 3.8: (1) rollover contributions as described in Code Sections 401(a)(31), 402(c)(1), 403(a)(4),

403(b)(8), 408(d)(3) or 457(e)(16); (2) repayments of loans made to a Participant from the Plan; (3) repayments of distributions received by an Employee pursuant to Code Section 411(a)(7)(b) (cash-outs); (4) repayments of distributions received by an Employee pursuant to Code Section 411(a)(3)(D) (mandatory contributions); and (5) catch-up contributions under Code Section 414(v). The following are not Employer contributions for the purposes of this Section 3.8: (i) a "restorative payments" made to restore losses to the Plan resulting from actions of a fiduciary for which there is a reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Plan participants who are similarly situated are treated similarly or (ii) the restoration of a Participant's accrued benefit by the Employer in accordance with Code Section 411(a)(3)(D) or Code Section 411(a)(7)(C).

(d) For purposes of applying the limitations of Code Section 415, the "limitation year" shall be the Plan Year.

(e) For the purpose of this section, all qualified defined benefit plans (whether terminated or not) ever maintained by the Employer shall be treated as one defined benefit plan, and all qualified defined contribution plans (whether terminated or not) ever maintained by the Employer shall be treated as one defined contribution plan.

(f) For the purpose of this section, if the Employer is a member of a controlled group of corporations, trades or businesses under common control (as defined by Code Section 1563(a) or Code Section 414(b) and (c) as modified by Code Section 415(h)), is a member of an affiliated service group (as defined by Code Section 414(m)), or is a member of a group of entities required to be aggregated pursuant to Regulations under Code Section 414(o), all Employees of such Employers shall be considered to be employed by a single Employer.

(g) For the purpose of this section, if this Plan is a Code Section 413(c) plan, all Employers of a Participant who maintain this Plan will be considered to be a single Employer.

(h) (1) If a Participant participates in more than one defined contribution plan maintained by the Employer which have different Anniversary Dates, the maximum "annual additions" under this Plan shall equal the maximum "annual additions" for the "limitation year" minus any "annual additions" previously credited to such Participant's Accounts during the "limitation year."

(2) If a Participant participates in both a defined contribution plan subject to Code Section 412 and a defined contribution plan not subject to Code Section 412 maintained by the Employer which have the same Anniversary Date, "annual additions" will be credited to the Participant's Accounts under the defined contribution plan subject to Code Section 412 prior to crediting "annual additions" to the Participant's Accounts under the defined contribution plan not subject to Code Section 412.

(3) If a Participant participates in more than one defined contribution plan not subject to Code Section 412 maintained by the Employer which have the same Anniversary Date, the maximum "annual additions" under this Plan shall equal the product of (a) the maximum "annual additions" for the "limitation year" minus any "annual additions" previously credited under subparagraphs (1) or (2) above, multiplied by (b) a fraction (i) the numerator of which is the "annual additions" which would be credited to such Participant's Accounts under this Plan without regard to the limitations of Code Section 415 and (ii) the denominator of which is such "annual additions" for all plans described in this subparagraph.

(i) Notwithstanding anything contained in this section to the contrary, the limitations, adjustments and other requirements prescribed in this section shall at all times comply with the provisions of Code Section 415 and the Regulations thereunder, the terms of which are specifically incorporated herein by reference.

3.9 ADJUSTMENT FOR EXCESSIVE ANNUAL ADDITIONS

Any excess annual additions may be corrected under the Employee Plan Compliance Resolution System or such other correction method allowed by statute, regulations or regulatory authorities.

3.10 ROLLOVERS FROM QUALIFIED PLANS

(a) Amounts may be rolled over by Eligible Employees to this Plan from other eligible plans, provided the transfer does not jeopardize the tax exempt status of the Plan or Trust or create adverse tax consequences for an Employer. In no event, however, shall the Plan accept a transfer of after-tax employee contributions. The amounts transferred shall be set up in a separate account herein referred to as a "Rollover Contribution Account." Such account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

(b) For purposes of this Section 3.10, the term "eligible plan" shall mean any tax qualified plan described in Code Section 401(a) or 403(a), any annuity contract described in Code Section 403(b), and any eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The term "amounts transferred from other eligible plans" shall mean: (1) distributions from another eligible plan which are eligible rollover distributions and which are either transferred by the Participant or Eligible Employee to this Plan within sixty (60) days following the Participant's or Eligible Employee's receipt thereof or are transferred pursuant to a direct rollover; (2) amounts transferred to this Plan from an individual retirement account; and (3) amounts distributed to the Participant or Eligible Employee from an individual retirement account and transferred by the Participant or Eligible Employee to this Plan within sixty (60) days of his or her receipt thereof from such individual retirement account.

(c) Prior to accepting any transfers to which this Section 3.10 applies, the Benefit Administration Committee or its designee may require that the Eligible Employee

establish to its satisfaction that the amounts to be transferred to this Plan meet the requirements of this Section 3.10.

(d) Amounts held in the Eligible Employee's Rollover Contribution Account shall be held and invested pursuant to the provisions of this Plan and be distributed at the times and in the manner provided herein. An Eligible Employee shall be considered a Participant under this Plan with respect to his or her Rollover Contribution Account.

ARTICLE IV.
ESTABLISHMENT OF ACCOUNTS AND VALUATIONS

4.1 ESTABLISHMENT OF ACCOUNTS

The Benefit Administration Committee shall establish and maintain on behalf of each Participant, as applicable, a Basic Contribution Account, Matching Contribution Account, a Rollover Contribution Account, and such other accounts or sub-accounts deemed necessary or appropriate by the Benefit Administration Committee. The Accounts shall be primarily for accounting purposes and shall not restrict the Trustee in operating the Trust Fund as a single fund.

4.2 VALUATION OF BASIC AND MATCHING CONTRIBUTION ACCOUNTS

As of each Allocation Date, the value of a Participant's Basic and Matching Contribution Accounts shall be equal to:

(a) the value of each such account as of the preceding Allocation Date;

(b) plus or minus such account's share of the net income or loss of the Trust Fund since the preceding Allocation Date, as determined under Section 4.4;

(c) plus or minus such account's share of the appreciation or depreciation in the value of the Trust Fund since the preceding Allocation Date, as determined under Section 4.4;

(d) plus the Participant's allocable share of the Employer Basic and/or Matching Contributions since the preceding Allocation Date as determined under Section 3.5;

(e) minus distributions from such account since the preceding Allocation Date; and

(f) minus the portion of any Plan expenses allocable to such accounts since the preceding Allocation Date, as determined under Section 4.4.

4.3 VALUATION OF OTHER ACCOUNTS

As of each Allocation Date, the value of a Participant's Rollover Contribution Account and each other account established for the Participant hereunder shall be equal to:

(a) the value of each such account as of the preceding Allocation Date;

(b) plus or minus each such account's share of the net income or loss of the Trust Fund since the preceding Allocation Date, as determined under Section 4.4;

(c) plus or minus each such account's share of the appreciation or depreciation in the value of the Trust Fund since the preceding Allocation Date, as determined under Section 4.4;

(d) plus or minus the contributions to or distributions from each such account since the preceding Allocation Date; and

(e) minus the portion of any Plan expenses allocable to such account since the preceding Allocation Date, as determined under Section 4.4.

4.4 ALLOCATION OF INCOME, LOSS, APPRECIATION OR DEPRECIATION, AND EXPENSES

As provided in Section 4.6, the Trust Fund shall consist of investments designated by the Retirement Investment Committee. With respect to each such investment, allocation of income or loss and appreciation or depreciation of such investment shall be allocated to a Participant's Accounts in the ratio in which the balance of each of the Participant's Accounts in such investment on the immediately preceding Allocation Date bears to the sum of the balances for the Accounts of all Participants on that date, with proportionate adjustments for the earnings or losses of the Trust Fund not directly related to any investment. To the extent Plan expenses are not paid by the Employer, the Benefit Administration Committee, in its discretion, may allocate Plan expenses, including expenses specific to a Participant's Account, such as direct investment, legal, account maintenance, processing, and check issuance fees, to a Participant's Account or among the Accounts of all Participants based on the value of the Account, on a per capita basis or on any other reasonable and consistent basis. In the alternative, the Benefit Administration Committee may from time to time provide for payment of some or all of such expenses from amounts in the Forfeiture Suspense Account.

4.5 VALUATION OF TRUST FUND

As of each Allocation Date (the "valuation date"), and at such other times as the Benefit Administration Committee may select, the Trustee shall determine the current fair market value of the assets of the Trust Fund. In determining such current fair market value, the Trustee shall evaluate the assets of the Trust Fund at their fair market value as of such valuation date.

4.6 PARTICIPANT INVESTMENTS

(a) All Accounts under the Plan shall be invested in one or more investments selected by the Retirement Investment Committee for this purpose, which investments may include brokerage accounts. The menu of investments selected or maintained by the

Retirement Investment Committee shall offer materially different risk and return characteristics to enable Participants, by choosing among the investment funds, to achieve a portfolio with aggregate risk and return characteristics at any point within the range normally appropriate for each Participant and to minimize through diversification the overall risk of a Participant's portfolio. Participants shall have the opportunity, at least quarterly, to give investment directions as to the investment of their Accounts. The Plan and Trustee, notwithstanding anything herein to the contrary, shall be obligated to comply with any such directions timely provided in accordance with procedures established by the Retirement Investment Committee. If a Participant fails to direct any portion of his or her Accounts, such portion of his or her Accounts shall be invested in one or more investments designated by the Retirement Investment Committee for this purpose. The Benefit Administration Committee shall prescribe the form and manner in which such directions shall be made, as well as the frequency with which such directions may be made or changed, and the dates as of which they shall be effective. Any such direction may be revoked by the Participant at any time in such form as the Benefit Administration Committee may require. Funds may be removed or added at any time at the direction of the Retirement Investment Committee. The Plan is intended to constitute a plan described in Section 404(c) of the Act.

(b) Any assets held in the Trust Fund, including the Forfeiture Suspense Account, the investment of which is not directed by a Participant pursuant to this Section 4.6 shall be invested by the Trustee as directed by the Retirement Investment Committee.

(c) Notwithstanding anything in Article VII to the contrary, the Retirement Investment Committee shall have such duties and authority as provided in this Section 4.6, as well as the authority to implement such procedures as it deems necessary or appropriate to effectuate the participant directed program. Notwithstanding anything in Article VII to the contrary, the Benefit Administration Committee shall have the duty and authority to implement and administer the participant directed program established by the Retirement Investment Committee.

ARTICLE V.
DETERMINATION AND DISTRIBUTION OF BENEFITS

5.1 DETERMINATION OF BENEFITS UPON TERMINATION

(a) Upon a Participant's Termination of Employment for any reason other than death, a Participant's Vested Account shall become distributable as of such Participant's Termination of Employment (the "distribution date"). The Trustee shall distribute all or any portion of the Participant's Vested Account to the Participant in a single lump sum payment in cash, as soon as practicable after his or her distribution date, provided the consent requirements of this Section 5.1 are satisfied.

(b) If the value of a Participant's Vested Account exceeds $5,000 (disregarding any rollover contributions pursuant to Section 3.10), the Participant must consent to any distribution of all or part of his or her Vested Account and distribution of the Participant's Vested Account shall occur as soon as administratively feasible following the date the Benefit Administration Committee or its designee receives the Participant's consent which complies with this Section 5.1(b). With regard to this required consent:

(1) No consent shall be valid unless the Participant has received a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan that would satisfy the notice requirements of Code Section 417.

(2) No consent shall be valid unless the Participant has been informed of his or her right to defer receipt of the distribution. If a Participant fails to consent, it shall be deemed an election to defer the commencement of payment of any benefit. However, any election to defer the receipt of benefits shall not apply with respect to distributions which are required under Code Section 401(a)(9) and Section 5.10.

(3) Notice of the rights specified under this section shall be provided no less than thirty (30) days and no more than one hundred eighty (180) days before the date the distribution commences.

(4) Written consent of the Participant to the distribution must not be made before the Participant receives the notice and must not be made more than one hundred eighty (180) days before the date the distribution commences. All "written" Participant consents required under this Section 5.1(b) may be obtained in any form, including electronic means, permitted by the Code and the Act, and regulations thereunder, as applicable.

(5) No consent shall be valid if a significant detriment is imposed under the Plan on any Participant who does not consent to distribution.

Distribution may commence less than thirty (30) days after the notices required under Treasury Regulation Section 1.411(a)-11(c) and Code Section 402(f) are given, provided that: (i) the Participant is informed of his or her right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution or a direct rollover; and (ii) the Participant, after receiving the notice, affirmatively elects to receive an earlier distribution. Distribution shall be made to a Participant under this provision on, or as soon as is administratively feasible after, the later of the distribution date or the date the Participant files his or her consent and/or waiver with the Benefit Administration Committee or its designee in accordance with this section. If the Participant does not give his or her consent to distribution as of the distribution date, his or her Vested Account shall remain in the Plan, subject to Section 5.10, until the Participant requests a distribution complying with this Section 5.1(b).

(c) If the Participant's Vested Account does not exceed $5,000 (disregarding any rollover contributions pursuant to Section 3.10), such Vested Account shall be distributed on the distribution date, or as soon as administratively feasible thereafter, without the need for the Participant's consent. If the Participant's Vested Account does not exceed $1,000 (including any rollover contributions pursuant to Section 3.10), such distribution shall be made in a single lump sum cash payment to the Participant, unless the Participant timely elects a direct rollover pursuant to Section 5.14. Pursuant to Code Section 401(a)(31), if the Participant's Vested Account exceeds $1,000 (including any rollover contributions pursuant to Section 3.10) but does not exceed $5,000 (disregarding any rollover contributions pursuant to Section 3.10), such distribution shall be made in the form of a direct rollover to an individual retirement plan designated by the Benefit Administration Committee unless the Participant elects to receive distribution in a single lump sum cash payment. Notwithstanding the preceding, distribution hereunder may not be made less than thirty (30) days after the date the Code Section 402(f) notice is given, unless: (1) the Participant is informed that he or she has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether to elect a distribution or a direct rollover; and (2) the Participant, after receiving this notice, affirmatively elects (which need not be in writing) an earlier distribution.

(d) All distributions made under this Section 5.1 shall be valued as of the date distribution is processed for payment.

(e) If a previously terminated Participant is reemployed by an Employer prior to the date a distribution check is prepared and mailed to such Participant pursuant to this Section 5.1, the distribution shall be suspended, provided such reemployment is discovered within an administratively feasible period before such mailing.

(f) A Participant shall always be fully Vested in his or her Rollover Contribution Account. Except as otherwise provided in Appendix A, the Vested portion of the Participant's Basic and Matching Contribution Accounts shall be a percentage of the total amount credited to such Accounts determined on the basis of the Participant's number of Years of Service according to the following graded vesting schedule:

Years of Service	**Percentage**
Less than 1	0%
1	0%
2	0%
3	50%
4	75%
5	100%

In the event a clinic operated by the Sponsoring Employer is closed or sold and, as a result, Participants working at such clinic incur a Termination of Employment, the individual who from time to time holds the position of Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, shall have authority, in his or her sole discretion, to fully vest the Accounts of such Participants. Any such vesting shall be reflected in Appendix A, which may be amended by such individual from time to time.

(g) With respect to Terminations of Employment that occur on or after January 1, 2016, and in all cases with respect to amounts transferred from the Exempla Retirement Plus Plan on or about December 31, 2011, the portion of the Participant's Account which is not Vested under this Section 5.1 shall be forfeited upon the earlier of: (1) the distribution of the entire vested Account, or (2) the last day of the Plan Year in which the Participant incurs five (5) consecutive 1-Year Breaks in Service. A Participant whose Account is entirely forfeitable at the time of his or her Termination of Employment shall be deemed to have received a distribution of his or her entire nonforfeitable Account as of his or her Termination of Employment. Such Forfeitures shall be allocated to the Forfeiture Suspense Account and used as provided in Section 3.5(b). With respect to Terminations of Employment that occurred before January 1, 2016 (other than with respect to amounts transferred from the Exempla Retirement Plus Plan on or about December 31, 2011), the portion of the Participant's Account which was not Vested under this Section 5.1 was forfeited at the time of his or her Termination of Employment.

(h) If the Participant has a Termination of Employment on or after January 1, 2016 with the Employer and Affiliated Employers, and in all cases with respect to amounts transferred from the Exempla Retirement Plus Plan on or about December 31, 2011, and is reemployed by an Employer or an Affiliated Employer before incurring five (5) consecutive 1-Year Breaks in Service, and such Participant received a distribution of the Participant's entire vested Account prior to reemployment, the amount of the Account forfeited by the Participant shall be reinstated only if the Participant repays the full amount of the Account distributed to the Participant before the earlier of five (5) years after the first date on which the Participant is subsequently reemployed or the end of the first period of five (5) consecutive one (1)-year Breaks in Service commencing after the distribution upon reemployment of such Participant. If the Participant repays the full amount of the Account distributed to the Participant, the undistributed portion of the Participant's Account shall be restored in full, unadjusted by any gains or losses occurring subsequent to the valuation date preceding the date of distribution. If the Participant was zero percent (0%) Vested in his or her Account, the Participant shall be deemed to have repaid the full amount of the Account distributed as of the date of his or

her reemployment. The source of the dollar value to be credited to the Participant's Account shall first be the Forfeiture Suspense Account or, if necessary, Employer contributions.

With respect to Terminations of Employment that occurred before January 1, 2016 (other than with respect to amounts transferred from the Exempla Retirement Plus Plan on or about December 31, 2011), Forfeitures shall not be available for restoration of the Participant's Accounts hereunder, even upon a Participant's subsequent reemployment with an Employer.

(i) If a Forfeiture of the non-Vested portion of the Participant's Account has not occurred and the Participant's Vested interest may increase but a distribution of all or a portion of the Account of a Participant has occurred, then a separate bookkeeping account will be established for that Participant's Account at the time of distribution. The Participant's Vested interest in the separate bookkeeping account at any relevant time will be an amount ("X") determined according to the following formula: $X = [P(AB + D)] - D$. In applying this formula, "P" is the Vested percentage at the relevant time, "AB" is the respective account balance at the relevant time, and "D" is the amount of the distribution.

(j) Notwithstanding the vesting provided for in paragraph (f) above, for any Top Heavy Plan Year, the Vested portion of the Basic and/or Matching Contribution Accounts of any Participant who has an Hour of Service after the Plan becomes Top Heavy shall be a percentage of the total amount credited to such Accounts determined on the basis of the Participant's number of Years of Service according to the following schedule:

Years of Service	**Percentage**
2	20%
3	40%
4	60%
5	100%

If in any subsequent Plan Year, the Plan ceases to be a Top Heavy Plan, the Benefit Administration Committee shall revert to the vesting schedule in effect before this Plan became a Top Heavy Plan; provided, however, each Participant having not less than three (3) Years of Service as of the effective date of any change in the vesting rights of such Participant shall be permitted to elect to have the vesting schedule in effect under the Plan prior to change apply to the Participant's Accounts as though such vesting schedule remained in effect under this Plan. Such election shall be made within the period commencing on the effective date of any such change and ending sixty (60) days after his or her Termination of Employment or sixty (60) days after the Participant is issued written notice of the change by the Benefit Administration Committee, whichever is later.

5.2 DETERMINATION OF BENEFITS UPON DEATH

(a) Upon the death of a Participant before his or her Retirement Date or other Termination of Employment, a Participant's Accounts shall become fully Vested and distributable. The Trustee shall distribute such amount to the Participant's Beneficiary in a single lump sum cash payment as soon as practicable after the death of the Participant. In addition, if a Participant dies during a period of qualified military service (as defined in Code Section 414(u)), the Participant's Accounts shall become fully Vested and distributable.

(b) Upon the death of a Former Participant, the Benefit Administration Committee shall direct the Trustee to distribute any remaining Vested amounts credited to the Accounts of a deceased Former Participant to such Former Participant's Beneficiary. Payment shall be made in a single lump sum cash payment as soon as practicable after the death of the Participant.

(c) Distribution may not be made prior to the Beneficiary's receipt of the notice required under Code Section 402(f). Such notice shall be provided to the Beneficiary no less than thirty (30) days and no more than one hundred eighty (180) days before such distribution. Distribution may commence less than thirty (30) days after such Beneficiary's receipt of such notice provided that: (1) the Beneficiary is informed that he or she has the right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether to elect a distribution or a direct rollover; and (2) the Beneficiary, after receiving such notice affirmatively elects (which need not be in writing) an earlier distribution. Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall be made in accordance with the requirements of Code Section 401(a)(9) and the Regulations thereunder.

(d) The Benefit Administration Committee may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Accounts of a deceased Participant or Former Participant as the Benefit Administration Committee may deem desirable. The Benefit Administration Committee's determination of death and of the right of any person to receive payment shall be conclusive and binding on all parties.

(e) The Beneficiary of the death benefit payable pursuant to this section shall be the Participant's Spouse; provided, however, the Participant may designate a Beneficiary other than his or her Spouse if:

(1) The Spouse has waived the right to be the Participant's Beneficiary;

(2) The Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect (and there is no "qualified domestic relations order" as defined in Code Section 414(p) which provides otherwise);

(3) The Participant has no Spouse; or

(4) The Spouse cannot be located.

The designation of a Beneficiary shall be made on a form satisfactory to the Benefit Administration Committee and filed with the Benefit Administration Committee or its designee. A Participant may at any time revoke his or her designation of a Beneficiary or change his or her Beneficiary by filing written notice of such revocation or change with the Benefit Administration Committee or its designee. However, the Participant's Spouse must again consent in writing to any change in Beneficiary unless the original consent acknowledged that the Spouse had the right to limit consent only to a specific Beneficiary and that the Spouse voluntarily elected to relinquish such right. Any consent by the Participant's Spouse to waive any rights to the death benefit must be in writing, must acknowledge the effect of such waiver, be witnessed by a Plan representative or a notary public, and must be irrevocable.

In the event that a Participant designates his or her Spouse as Beneficiary and the Participant and that Spouse are later divorced, such designation shall no longer be effective after the divorce unless the Participant reaffirms such designation in writing (with the consent of the Participant's subsequent Spouse, if any). In the event an unmarried Participant marries, his or her Beneficiary designation shall no longer be effective unless the Participant reaffirms such designation in writing subsequent to the marriage (with the consent of the Participant's Spouse).

(f) In the event no valid designation of Beneficiary exists at the time of the Participant's death and the Participant has no Spouse at the time of death, the death benefit shall be payable to the Participant's children per stirpes or, if he or she has no children, to his or her surviving parents in equal shares or, if he or she has no surviving parents, then to his or her estate.

(g) Notwithstanding the preceding, in the case of a Participant employed by Exempla or any of its subsidiaries and whose accounts in the Exempla Retirement Plus Plan were merged into this Plan on December 31, 2011, any affirmative beneficiary designation made by such Participant under the Exempla Retirement Plus Plan shall continue to apply after such date with respect to the Participant's entire Account in this Plan until such time as the Participant makes a new Beneficiary designation in accordance with this Section 5.2.

(h) To be given effect under this Plan, any designation of Beneficiary and, if applicable, spousal consent must be filed with the Benefit Administration Committee or its designee.

5.3 MANNER OF DISTRIBUTION

All distributions under this Plan shall be made in a single lump sum payment, except for installment distributions that commenced under the Exempla Retirement Plus Plan prior to January 1, 2012 and installment distributions made pursuant to elections made under such Plan prior to such date. A terminated Participant whose Account under the Plan is subject to the consent requirements of Section 5.1(b), and whose Account has not been distributed due to the

Participant's failure to consent to an immediate distribution, may request distribution of one or more portions of his or her Account from time to time.

5.4 TIME OF DISTRIBUTION

Unless the Participant otherwise elects, the payment of benefits hereunder will begin not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the Normal Retirement Age specified herein; (b) the 10th anniversary of the year in which the Participant commenced participation in the Plan; or (c) the date the Participant terminates his or her service with the Employer; provided, however, in no event shall distribution of a Participant's Vested Account commence later than the Participant's required beginning date as provided in Section 5.10. For purposes of this Section 5.4, the failure of the Participant to consent to a distribution while a benefit is distributable shall be deemed an election to defer commencement of any benefit sufficient to satisfy this paragraph. In the event distributions have begun to a Participant under Section 5.1 prior to such Participant's death, the remaining portion of the Participant's Vested Account shall be distributed at least as rapidly as under the method of distribution being used as of the date of the Participant's death.

5.5 IN-SERVICE WITHDRAWALS OF ROLLOVER CONTRIBUTIONS

A Participant may elect to withdraw all or any portion of his or her Rollover Contribution Account at any time.

5.6 IN-SERVICE WITHDRAWALS AFTER AGE 59½

A Participant who has attained fifty-nine and one-half (59½) years of age may elect to withdraw all or any portion of his or her Vested Account, notwithstanding the fact that the Participant's employment with the Employer is expected to continue after such distribution.

5.7 IN-SERVICE WITHDRAWALS ON ACCOUNT OF HARDSHIP

(a) At the election of the Participant, the Trustee shall distribute to the Participant up to the lesser of one hundred percent (100%) of the Participant's Vested Account or the amount necessary to satisfy the immediate and heavy financial need (including amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal) of the Participant. Withdrawal under this Section 5.7 shall be authorized only if the distribution is on account of:

(1) Expenses described in Code Section 213(d) previously incurred by the Participant, his or her Spouse, or any of his or her dependents (as defined in Code Section 152, without regard to Code Sections 152(b)(1), 152(b)(2), and 152(d)(1)(B)), or necessary for these persons to obtain medical care described in Code Section 213(d);

(2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

(3) Payment of tuition, related educational fees, and room and board expenses, for the next twelve (12) months of post secondary education for the Participant, his or her Spouse, or dependents (as defined in Code Section 152, without regard to Code Sections 152(b)(1), 152(b)(2), and 152(d)(1)(B));

(4) The need to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage of the Participant's principal residence;

(5) Payment for burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependent (as defined in Code Section 152, without regard to Code Section 152(d)(1)(B)); or

(6) Expenses for the repair of damage to the Participant's principal residence which would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds ten percent (10%) of adjusted gross income).

(b) An immediate and heavy financial need is one that cannot be reasonably relieved by other currently available distributions and nontaxable loans under plans maintained by the Employer or by any other employer, or by cessation of the Participant's elective deferrals or voluntary after-tax contributions under this Plan or other plans of the Employer.

(c) The Participant's salary deferral contributions to the SCL Health Retirement Savings Plan, the Sisters of Charity of Leavenworth Health System Supplemental Deferred Compensation Plan, the Sisters of Charity of Leavenworth Health System Executive Retirement Plan A and the Sisters of Charity of Leavenworth Health System Executive Retirement Plan B, and any successor or similar plans, shall be suspended for six (6) months after receipt of a hardship distribution under this Section 5.7.

(d) Any distribution made pursuant to this section shall be made in a manner which is consistent with and satisfies the notice and consent requirements of Section 5.1(b) hereunder.

5.8 PRESERVED IN-SERVICE WITHDRAWAL RIGHT

A Participant may elect to withdraw all or any portion of his or her Account attributable to profit sharing contributions and matching contributions made to the Primera Healthcare Retirement Income Savings Plan at any time.

5.9 LOANS

(a) A Participant may submit an application to the Benefit Administration Committee or its delegate to borrow from any of his or her Vested Accounts an amount which, when added to the outstanding balance of all other loans to the Participant from all plans of the Employer, is not in excess of the lesser of:

(1) fifty thousand dollars ($50,000) reduced by the excess (if any) of (i) the highest outstanding balance of loans from the Plan or any other qualified retirement plan maintained by the Employer ("Plan Loans") during the one-year period ending on the day before the date on which such loan was made, over (ii) the outstanding balance of loans from the Plan and other Plan Loans on the date on which such loan was made, or

(2) fifty percent (50%) of the Vested portion of his or her Accounts as of the Allocation Date coincident with or immediately preceding the receipt of his or her loan application by the Benefit Administration Committee or its delegate and the expiration of such notice period as the Benefit Administration Committee may require.

(b) If approved, each such loan shall comply with the following conditions:

(1) It shall be evidenced by a negotiable promissory note.

(2) The rate of interest payable on the unpaid balance of such loan shall be a reasonable rate determined by the Benefit Administration Committee.

(3) In the event of a default, foreclosure on the promissory note will not occur until a distributable event occurs under the Plan.

(4) The loan shall be adequately secured and must be secured by no more than fifty percent (50%) of the Participant's Vested interest in the balance of his or her Account.

(5) The loan must, by its terms, be required to be repaid within five (5) years, except that a loan used to acquire the Participant's principal residence may extend for a longer period if permitted by procedures established by the Benefit Administration Committee.

(c) Only one loan may be outstanding with respect to any Participant at a given time.

(d) Any loan to a Participant shall be charged solely against the Account of the borrowing Participant. Principal and interest payments with respect to the loan shall be credited solely to the Account of the borrowing Participant from which the loan was made. Any loss caused by nonpayment or other default on a Participant's loan obligations shall be borne solely by such Account.

5.10 REQUIRED MINIMUM DISTRIBUTION

(a) The following general rules govern the applicability and interpretation of this Section 5.10:

(1) The requirements of this section will take precedence over any inconsistent provisions of the Plan; provided, however, this section shall not be

construed to permit payment of a Vested Account at a later date or over a longer period than otherwise permitted under the Plan.

(2) All distributions required under this section will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

(b) The following provisions govern the time and manner of distribution:

(1) The Participant's Vested Accounts will begin to be distributed to the Participant no later than the Participant's required beginning date.

(2) If the Participant dies before distributions begin, the Participant's Vested Accounts will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving Spouse is the Participant's sole designated beneficiary, then either (A) distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later, or (B) the Participant's entire Vested Accounts will be distributed to the surviving Spouse by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(B) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, then either (i) distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or (ii) the Participant's entire Vested Accounts will be distributed to the designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Vested Accounts will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving Spouse is the Participant's sole designated beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 5.10(b), other than Section 5.10(b)(1), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 5.10(b)(2) and Section 5.10(d), unless Section 5.10(b)(2)(iv) applies, distributions are considered to begin on a Participant's required beginning date. If Section 5.10(b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 5.10(b)(2)(i).

(3) Unless the Participant's interest is distributed in the form of a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 5.10(c) and (d).

(c) The following provisions govern the required minimum distributions during a Participant's lifetime:

(1) During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) the quotient obtained by dividing the balance of the Participant's Vested Accounts by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Vested Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

(2) Required minimum distributions will be determined under this Section 5.10(c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) The following provisions govern the required minimum distributions after a Participant's death:

(1) If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the balance of the Participant's Vested Accounts by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:

(A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the spouse's

birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the balance of the Participant's Vested Accounts by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(3) If the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the balance of the Participant's Vested Accounts by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in Section 5.10(d)(1), unless the Participant's entire Vested Accounts are distributed to the designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Vested Accounts will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(5) If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 5.10(b)(2)(i), Sections 5.10(d)(3) and (4) will apply as if the surviving Spouse were the Participant.

(e) The following definitions apply for purposes of this Section 5.10:

(1) Designated beneficiary: The person who is the designated beneficiary under Section 5.2(d) and is the designated beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-l, Q&A-4, of the Treasury Regulations.

(2) Distribution calendar year: A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 5.10(b)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy: Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(4) Participant's Vested Accounts: The balance of the Participant's Vested Accounts as of the last Allocation Date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any Vested contributions made and allocated or Vested forfeitures allocated to the Accounts as of dates in the valuation calendar year after the Allocation Date and decreased by distributions made in the valuation calendar year after the Allocation Date. The Vested Accounts for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date: April 1 of the calendar year following the later of (A) the calendar year in which the Participant attains age 70½ or (B) the calendar year in which the Participant retires, provided, however, that this clause (B) shall not apply in the case of a Participant who is a "five percent owner" at any time during the five (5)-Plan Year period ending in the calendar year in which he or she attains age 70½ or, in the case of a Participant who becomes a "five percent owner" during any subsequent Plan Year, clause (B) shall no longer apply and the required beginning date shall be the April 1 of the calendar year following the calendar year in which such subsequent Plan Year ends. Alternatively, distributions to a Participant must begin no later than the applicable April 1 as determined under the preceding sentence and must be made over a period certain measured by the life expectancy of the Participant (or the life expectancies of the Participant and his or her designated Beneficiary) in accordance with Regulations.

5.11 DISTRIBUTION FOR MINOR BENEFICIARY

In the event a distribution is to be made to a minor, the Benefit Administration Committee may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his or her

residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the Trustee, Benefit Administration Committee, Employer, and Plan from further liability on account thereof.

5.12 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that the distribution payable to a Participant or his or her Beneficiary hereunder shall remain unpaid solely by reason of the Plan's inability to ascertain the whereabouts of the individual entitled to receive such distribution, then the amount so distributable shall be treated as a Forfeiture once the Plan has completed a diligent effort, pursuant to the written set of procedures prescribed by the Benefit Administration Committee in its sole discretion, to locate such individual, and shall be credited to the Forfeiture Suspense Account. In the event a Participant or Beneficiary is located subsequent to his or her benefit being reallocated, such benefit shall be restored, unadjusted for earning or losses, from the Forfeiture Suspense Account or, if such Forfeitures are insufficient, from an additional Employer contribution.

5.13 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTIONS

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order." For the purposes of this section, "alternate payee" and "qualified domestic relations order" shall have the meaning set forth under Code Section 414(p) and Act Section 206(d). All payments pursuant to a qualified domestic relations order shall be made to an alternate payee in a lump sum payment as soon as administratively practicable after the qualified domestic relations order becomes final, whether or not the Participant in fact has incurred a Termination of Employment.

5.14 ELIGIBLE ROLLOVER DISTRIBUTIONS

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant's election under this section, a Participant may elect, at the time and in the manner prescribed by the Benefit Administration Committee, to have any portion of an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the Participant in a direct rollover.

(b) For purposes of this section, the term "eligible rollover distribution" means any distribution of all or any portion of the balance to the credit of the Participant, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and any distribution which is made upon hardship of the Participant.

(c) For purposes of this section, the term "eligible retirement plan" means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a Roth individual retirement account as described in Code Section 408A, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Code Section 403(b), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state (that agrees to separately account for amounts transferred from this Plan), that accepts the distributee's eligible rollover distribution; provided, however, that only an inherited individual retirement account or annuity described in Code Section 408(a) or 408(b) that was established for the purpose of receiving benefits under the Plan and a Roth individual retirement account described in Section 408A that is treated as an inherited IRA shall be considered an eligible retirement plan with respect to a distributee who is a non-Spouse designated beneficiary.

(d) The election described in paragraph (a) also applies to the Participant's or Former Participant's surviving Spouse or non-Spouse designated beneficiary (as defined in Code Section 401(a)(9)(E)) and the Participant's or Former Participant's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code and Section 206(d) of the Act.

(e) A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

5.15 DELAYED DISTRIBUTIONS

In the event that distribution to a Participant or Beneficiary pursuant to Section 5.1 or 5.2 cannot be made within the time provided therein, the amount shall remain in a separate account for the Participant or Beneficiary and shall share in allocations pursuant to Section 4.4 in such investment as may be determined by the Benefit Administration Committee until such time as a distribution is made to the Participant or Beneficiary or forfeited pursuant to Section 5.12.

ARTICLE VI.
TOP HEAVY PROVISIONS

6.1 TOP HEAVY PLAN REQUIREMENTS

If the Plan is or becomes top-heavy in any Plan Year, the provisions of this Article VI will supersede any conflicting provisions in the Plan.

6.2 TOP-HEAVY DEFINITIONS

(a) "Key-Employee" shall mean any Employee or Former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual 415 Compensation greater than $170,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2016), a 5% owner of the Employer, or a 1% owner of the Employer having annual 415 Compensation of more than $150,000. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(b) "Top-Heavy Plan" shall mean this Plan for any Plan Year, if any of the following conditions exist:

(1) If the Top-Heavy Ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans; or

(2) If this Plan is a part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the group of plans exceeds 60%; or

(3) If this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group of plans and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

(c) "Top-Heavy Ratio" shall mean:

(1) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer has not maintained any defined benefit plan which during the five-year period ending on the determination date has or has had accrued benefits, the top-heavy ratio for the Plan alone or for the Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the Determination Date, and the denominator of which is the sum of all account balances as of the Determination Date, both computed in accordance with Section 416 of the Code and the regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio shall be adjusted to reflect

any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Section 416 of the Code and the regulations thereunder.

(2) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer maintains or has maintained one or more defined benefit plans which during the five-year period ending on the Determination Date has or has had any accrued benefits, the Top-Heavy Ratio for any Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date, and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants and the present value of accrued benefits under the defined benefit plan or plans for all Participants as of the Determination Date, all determined in accordance with Section 416 of the Code and the regulations thereunder.

(3) For purposes of (1) and (2) above, the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the Determination Date except as provided in Section 416 of the Code and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant who (i) is not a Key Employee but who was a Key Employee in a prior year or (ii) who has not received any Compensation from the Employer or any Affiliated Employer maintaining the Plan at any time during the 1-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the regulations thereunder. Deductible Employee contributions will not be taken into account for computing the Top-Heavy Ratio. When aggregating plans, the value of account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year. The present values of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by any distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than severance from employment, death or disability, this provision shall be applied by substituting "5-year period" for "1-year period." The accrued benefits and account of any individual who has not performed services for the Employer during the 1-year period ending on the Determination Date shall not be taken into account.

(d) "Permissive Aggregation Group" shall mean the Required Aggregation Group of plans plus any other plan or plans of the Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.

(e) "Required Aggregation Group" shall mean (1) each qualified plan of the Employer in which at least one Key Employee participates, and (2) any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Sections 401(a)(4) of the Code.

(f) "Determination Date" shall mean for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the Determination Date shall mean the last day of that Year.

(g) "Present Value" shall mean for purposes of establishing present value to compute the Top-Heavy Ratio, the mortality tables and interest rates as used by the Pension Benefit Guaranty Corporation for calculation of immediate annuities for plans terminating on or after the Determination Date.

6.3 MINIMUM ALLOCATIONS REQUIRED FOR TOP HEAVY PLAN YEARS

(a) For any Top Heavy Plan Year, the sum of the Employer's contributions allocated to the Account of each Non-Key Employee shall be equal to at least three percent (3%) of such Non-Key Employee's 415 Compensation (reduced by contributions and forfeitures, if any, allocated to each Non-Key Employee in any defined contribution plan included with this Plan in a Required Aggregation Group). However, if the sum of the Employer's contributions allocated to the Account of each Key Employee for such Top Heavy Plan Year is less than three percent (3%) of each Key Employee's 415 Compensation and this Plan is not required to be included in an Aggregation Group to enable a defined benefit plan to meet the requirements of Code Section 401(a)(4) or 410, the sum of the Employer's contributions allocated to the Account of each Non-Key Employee shall be equal to the largest percentage allocated to the Account of any Key Employee. In determining whether a Non-Key Employee has received the required minimum allocation, such Non-Key Employee's Matching Contributions shall be taken into account. However, no such minimum allocation shall be required in this Plan for any Non-Key Employee who participates in another defined contribution plan subject to Code Section 412 which is included with this Plan in a Required Aggregation Group and which provides such benefits.

(b) For purposes of the minimum allocations set forth above, the percentage allocated to the Account of any Key Employee shall be equal to the ratio of the sum of the Employer's contributions allocated on behalf of such Key Employee divided by the 415 Compensation for such Key Employee.

(c) For any Top Heavy Plan Year, the minimum allocations set forth above shall be allocated to the Account of all Non-Key Employees who are Participants and

who are employed by the Employer on the last day of the Plan Year, including Non-Key Employees who have failed to complete a Year of Service.

(d) In any Plan Year in which a Non-Key Employee is a Participant in both this Plan and a defined benefit pension plan included in a Required Aggregation Group which is top heavy, the Employer shall not be required to provide such Non-Key Employee with both the full separate defined benefit plan minimum benefit and the full separate defined contribution plan minimum allocation. Therefore, for any Plan Year when the Plan is a Top Heavy Plan, a Non-Key Employee who is participating in this Plan and a defined benefit plan maintained by the Employer shall solely receive a minimum allocation in this Plan equal to five percent (5%) of such Participant's 415 Compensation.

ARTICLE VII.
PLAN ADMINISTRATION

7.1 PLAN ADMINISTRATOR

The Plan Administrator shall be the administrator of the Plan, as defined in Section 3(16)(A) of the Act, and shall be responsible for the performance of all reporting and disclosure obligations under the Act, and all other obligations required to be performed by the plan administrator under the Act or the Code, except such obligations and responsibilities delegated herein, or in the Trust, to the Benefit Administration Committee, the Retirement Investment Committee, the Trustee or such other person or entity. The Sponsoring Employer shall be the designated agent for service of legal process with respect to the Plan and Trust.

7.2 APPOINTMENT AND COMPOSITION OF FIDUCIARY COMMITTEES

(a) The Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, or the person from time to time performing such function, shall appoint three (3) or more persons to be known as the "Benefit Administration Committee" to administer the Plan and to keep records of the benefits of Plan Participants. The Sponsoring Employer shall notify the Trustee of the names of the members of the Benefit Administration Committee and of any change in membership that may take place from time to time.

(b) The Board of Directors of the Sponsoring Employer shall appoint the "Retirement Investment Committee" to review and determine the investment and management of the Trust Fund. The Sponsoring Employer shall notify the Trustee of the names of the members of the Retirement Investment Committee and of any changes in membership that may take place from time to time.

7.3 TERM AND COMPENSATION OF COMMITTEES

All members of the Benefit Administration Committee and Retirement Investment Committee shall serve until their resignation or dismissal by the Senior Vice President, Chief Human Resources Officer, or Board of Directors of the Sponsoring Employer, as applicable, and vacancies shall be filled in the same manner as the original appointments. The Senior Vice President, Chief Human Resources Officer, or Board of Directors of the Sponsoring Employer, as applicable may dismiss any member of the Benefit Administration Committee or Retirement Investment Committee at any time with or without cause. No compensation shall be paid to members of the Benefit Administration Committee or Retirement Investment Committee from the Trust Fund for services on such committees.

7.4 DUTIES OF THE BENEFIT ADMINISTRATION COMMITTEE

The Benefit Administration Committee shall be the "Named Fiduciary" of the Plan and generally shall be responsible for the management, interpretation and administration of the Plan. The Benefit Administration Committee shall have discretionary authority with respect to the

determination of benefits under the Plan and the construction and interpretation of Plan provisions. In addition, the Benefit Administration Committee shall:

(a) Determine the names of those Employees who are eligible to participate, together with their Compensation, Beneficiary designations, Termination of Employment and such other matters as may be necessary to determine a Participant's benefits under the Plan;

(b) Implement procedures to enable a Participant to give his or her investment direction among the investment options under the Plan, which procedures shall provide at least quarterly opportunities for Participants to make or change investment selections;

(c) Establish procedures for allocation of responsibilities among fiduciaries of the Plan which are not allocated herein;

(d) With respect to any Participant, determine the amount of any benefits payable under the Plan; and

(e) Perform such other functions and take such other actions as may be required by the Plan or may be necessary or advisable to accomplish the purposes of the Plan.

The Trustee may rely without question upon any certificates, notices, directions or other documents received from the Benefit Administration Committee or any person designated in writing by the Benefit Administration Committee as having the authority to act on behalf of the Benefit Administration Committee. The Employer shall furnish the Benefit Administration Committee with all data and information available to such Employer which the Benefit Administration Committee may reasonably require in order to perform its function hereunder. The Benefit Administration Committee may rely without questions upon any such data or information furnished by any Employer.

7.5 DUTIES OF THE RETIREMENT INVESTMENT COMMITTEE

The Retirement Investment Committee shall be responsible for:

(a) monitoring and reviewing the financial condition of the Trust Fund;

(b) determining the investment policies of the Trustee and any Investment Managers appointed hereunder, including preparation of an investment policy statement under Section 404(c) of the Act;

(c) investing and reinvesting the assets of the Trust Fund, except as delegated to a Trustee or Investment Manager hereunder or as directed by a Participant;

(d) reporting to the Board of Directors of the Sponsoring Employer the financial condition of the Trust Fund;

(e) selecting investments to be made available under the Plan for selection by Participants.

Notwithstanding anything herein to the contrary, the Retirement Investment Committee shall not in any way be liable for the investment results or decisions of a Trustee or Investment Manager appointed hereunder.

7.6 VOTING

Except as otherwise specifically provided in the Plan, any decision and action of the Benefit Administration Committee or Retirement Investment Committee, as the case may be, shall be valid if concurred in by a majority of the members then in office, which concurrence may be had without a formal meeting. The Benefit Administration Committee and the Retirement Investment Committee may each select a Secretary, who may or may not be a Participant of the Plan or a member of the respective Committee, and any other officers deemed necessary, and shall adopt rules governing their procedures not inconsistent herewith. The Benefit Administration Committee and Retirement Investment Committee shall keep a permanent record of their respective meetings and actions.

7.7 DIRECTION OF DISTRIBUTIONS FROM TRUST FUND

The Benefit Administration Committee shall direct the Trustee in writing to make payments from the Trust Fund to Participants or Beneficiaries who qualify for such payments hereunder. Such written order shall specify the name of the Participant or Beneficiary, his or her address, his or her Social Security number, and the amount of his or her benefit payment.

7.8 NONDISCRIMINATION

The Benefit Administration Committee shall not take action or direct any action with respect to any of the benefits provided hereunder or otherwise in pursuance of the powers conferred herein upon the Benefit Administration Committee which would be discriminatory in favor of Employees or Participants who are Highly Compensated Employees of the Employer or Affiliated Employer.

7.9 LEGAL COUNSEL

The Benefit Administration Committee and/or the Retirement Investment Committee may consult with legal counsel (who may also be legal counsel to an Employer or an Affiliated Employer) concerning any question which may arise with reference to their respective duties under this Plan and the opinion of such legal counsel shall be full and complete protection with respect to any action taken or suffered by the respective Committee hereunder in good faith and in accordance with the opinion of such legal counsel.

7.10 ADVISORS

The Benefit Administration Committee and/or Retirement Investment Committee may employ such legal counsel, accountants, consultants, actuaries, and other agents as such Committee shall deem advisable. The compensation of such legal counsel, accountants,

consultants, actuaries, and other agents and any other expenses incurred by the Benefit Administration Committee and/or Retirement Investment Committee in the administration or management of the Plan and Trust or in furtherance of their respective duties hereunder shall be paid as provided in Section 8.3.

7.11 INDEMNIFICATION

The Sponsoring Employer shall indemnify and save the members of the Benefit Administration Committee and/or Retirement Investment Committee, and any persons to whom the Benefit Administration Committee and/or Retirement Investment Committee has allocated or delegated its responsibilities in accordance with the provisions hereof (other than a Trustee or Investment Manager) harmless from and against all claims, losses, damages, expense, and liability arising from their responsibilities in connection with the administration and management of the Plan and Trust Fund which is not otherwise paid or reimbursed by insurance, unless the same shall result from their own willful misconduct.

7.12 ALLOCATION AND DELEGATION OF DUTIES

(a) The Benefit Administration Committee and the Retirement Investment Committee shall have the authority to allocate, from time to time, by instrument in writing filed in their records, all or any part of their respective responsibilities under the Plan to one (1) or more of their members as may be deemed advisable, and in the same manner to revoke such allocation of responsibilities. In the exercise of such allocated responsibilities, any action of the member to whom responsibilities are allocated shall have the same force and effect for all purposes hereunder as if such action had been taken by the Committee. The Committee shall not be liable for any acts or omissions of such member. The member to whom responsibilities have been allocated shall periodically report to the Committee concerning the discharge of the allocated responsibilities.

(b) The Benefit Administration Committee and the Retirement Investment Committee shall have the authority to delegate, from time to time, by written instrument filed in their records, all or any part of their responsibilities under the Plan to such person or persons as the Committee may deem advisable (and may authorize such person to delegate such responsibilities to such other person or persons as the Committee shall authorize) and in the same manner to revoke any such delegation of responsibility. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Committee. The Committee shall not be liable for any acts or omissions of any such delegate. The delegate shall periodically report to the Committee concerning the discharge of the delegated responsibilities.

7.13 BONDING

Each Committee member, each person who is a fiduciary of the Plan and each person who handles funds of the Plan shall be bonded in an amount no less than amounts required by Section 412 of the Act and regulations issued thereunder.

ARTICLE VIII.
TRUST

8.1 TRUST AGREEMENT

The Sponsoring Employer has entered into a Trust Agreement to hold the funds necessary to provide the benefits set forth in this Plan. As provided in the Trust Agreement, the Sponsoring Employer may remove the Trustee at any time upon the notice required by the terms of the Trust Agreement and, upon such removal or upon the resignation of the Trustee, the Sponsoring Employer shall designate and appoint a successor Trustee. The Trust Agreement shall be deemed to form a part of the Plan, and all rights of Participants or others under this Plan shall be subject to the provisions of the Trust Agreement to the extent such provisions are not contradicted by specific provisions of this Plan. The Trust Agreement may contain provisions granting authority to the Sponsoring Employer to settle the accounts of the Trustee on behalf of all persons having or claiming an interest in the Fund.

8.2 POWERS OF THE TRUSTEE AND INVESTMENT MANAGERS

The Trustee shall have such powers to hold, invest, reinvest, purchase, control, and disburse funds as at that time shall be set forth in the Trust Agreement. The Investment Managers, as appointed by the Retirement Investment Committee, shall have the power to invest, reinvest, purchase, and control funds, including the power to enter into insurance contracts (including investment only contracts), and to disburse funds as set forth in the Trust Agreement, subject to the investment policies and objectives of the Retirement Investment Committee. The Retirement Investment Committee may remove an Investment Manager at any time upon the notice required by the terms of the agreement between the Retirement Investment Committee and the Investment Manager and, upon such removal or upon the resignation of the Investment Manager, the Retirement Investment Committee may, if it deems appropriate, designate and appoint a successor Investment Manager.

8.3 PAYMENT OF EXPENSES

All Plan expenses may be paid out of the Trust Fund unless paid by the Employer. Such expenses include, without limitation, any expense incident to the functioning of the Benefit Administration Committee and/or Retirement Investment Committee, Trustee fees, and Investment Manager fees. Until paid, such fees and expenses remain a liability of the Trust Fund.

ARTICLE IX.
BENEFIT CLAIMS PROCEDURE

9.1 CLAIMS PROCEDURE

(a) Claims under the Plan may be filed in writing with the Benefit Administration Committee or its designee. An employee, former employee Participant or Beneficiary who believes he or she is entitled to a benefit which he or she has not received may file a claim in writing with the Benefit Administration Committee or its delegate; provided that such claim must be filed within one (1) year from the date he or she believes he or she was denied the benefit or right or the date he or she should have known that such benefit or right was not provided. The Benefit Administration Committee or its delegate shall review the claim and render its decision within ninety (90) days from the date the claim is filed, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished the claimant within the initial ninety (90)-day period. The notice shall indicate the special circumstances requiring the extension and the date by which the Benefit Administration Committee or its delegate expects to reach a decision on the claim. In no event shall the extension exceed a period of ninety (90) days from the end of the initial period.

(b) If the Benefit Administration Committee or its delegate denies a claim, in whole or in part, it shall provide the claimant with written notice of the denial within the period specified in subsection (a). The notice shall be written in language calculated to be understood by the claimant, and shall include the following information:

(1) The specific reason for such denial;

(2) Specific reference to pertinent Plan provisions upon which the denial is based;

(3) A description of any additional material or information which may be needed to clarify or perfect the request, and an explanation of why such information is required; and

(4) An explanation of the Plan’s review procedure with respect to the denial of benefits.

9.2 CLAIMS REVIEW PROCEDURE

Any claimant whose claim has been denied, in whole or in part, shall follow those review procedures as set forth herein.

(a) A claimant whose claim has been denied, in whole or in part, may request a full and fair review of the claim by the Benefit Administration Committee by making written request therefore within sixty (60) days of receipt of the notification of denial. The Benefit Administration Committee, for good cause shown, may extend the period

during which the request may be filed. The claimant shall be permitted to examine all documents pertinent to the claim and shall be permitted to submit issues and comments regarding the claim to the Benefit Administration Committee in writing.

(b) The Benefit Administration Committee shall render its decision within sixty (60) days after receipt of the application for review, unless special circumstances (such as the need to hold a hearing) require an extension of time for processing, in which case the decision shall be rendered as soon as possible but not later than one hundred and twenty (120) days after receipt of a request for review. If an extension of time is necessary, written notice shall be furnished the claimant before the extension period commences.

(c) The Benefit Administration Committee shall decide whether a hearing shall be held on the claim. If so, it shall notify the claimant in writing of the time and place for the hearing. Unless the claimant agrees to a shorter period, the hearing shall be scheduled at least fourteen (14) days after the date of the notice of hearing. The claimant and/or the claimant's authorized representative may appear at any such hearing. If the Benefit Administration Committee does not notify the claimant that a hearing will be held or notifies the claimant that no hearing will be made, then no hearing shall be held.

(d) The Benefit Administration Committee shall send its decision on review to the claimant in writing within the time specified in this section. If the claim is denied, in whole or in part, the decision shall specify the reasons for the denial in a manner calculated to be understood by the claimant, referring to the specific Plan provisions on which the decision is based. The Benefit Administration Committee shall not be restricted in its review to those provisions of the Plan cited in the original denial of the claim and shall have discretionary authority with respect to the determination of benefits under the Plan and of the constructions and interpretation of Plan provisions. The decision of the Benefit Administration Committee shall be final and binding upon the claimant and any person claiming benefits under the Plan on behalf or through the claimant.

(e) A claimant shall have no right to bring any action at law or in equity regarding a claim for benefits under the Plan, unless and until he or she exhausts his or her rights to review under this Article IX in accordance with the time-frames set forth herein. No action at law or in equity shall be brought to recover benefits under the Plan later than one (1) year from the date he or she believed he or she was denied a benefit or right or the date he or she should have known that such benefit or right was not provided, if he or she did not file a claim during that period, or one (1) year from the date of the final adverse benefit determination of the Participant's or Beneficiary's appeal of the denial of his or her claim for benefits. Notwithstanding the foregoing, if the applicable, analogous Colorado statute of limitations has run or will run before the

ARTICLE X.
AMENDMENT AND TERMINATION

10.1 AMENDMENT

The Sponsoring Employer reserves the right at any time and from time to time to modify or amend, in whole or in part, any or all of the provisions of the Plan, including the right to make any such amendments effective retroactively, if necessary, to qualify this Plan under Code Section 401, as follows:

(a) The Board of Directors of the Sponsoring Employer, in its sole discretion, may amend or modify the Plan, in whole or in part, at any time.

(b) The Plan Sponsor Committee of the Sponsoring Employer, in its sole discretion, may amend or modify the Plan to the extent such amendment or modification would not constitute a material change in the benefits design or philosophy of the Sponsoring Employer or result in a material increase in costs to the Sponsoring Employer; provided, however, that the Plan Sponsor Committee shall make any Plan amendment reasonably requested by the Mother House of the Sisters of Charity of Leavenworth, the University of Saint Mary or Mount St. Vincent Home, Inc., solely with respect to its Participants, to the extent such amendment is permitted by law, does not result in adverse tax consequences and is administratively practicable. By way of illustration, such amendment requested by the Mother House of the Sisters of Charity of Leavenworth, the University of Saint Mary or Mount St. Vincent Home, Inc. may include a request to modify the level of Basic or Matching Contributions for its Participants.

(c) The Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, or the person from time to time performing such function, may amend or modify the Plan at any time to the extent such amendment or modification is routine, required by law or where circumstances make it impracticable for Plan Sponsor Committee action.

10.2 TERMINATION

The Sponsoring Employer reserves the right at any time to terminate the Plan by written resolution of the Sponsoring Employer's Board of Directors. Upon any full or partial termination, all amounts credited to the affected Participant's Accounts, to the extent funded, shall become one hundred percent (100%) Vested and shall not thereafter be subject to forfeiture, and all unallocated amounts shall be allocated to the accounts of all Participants in accordance with the provisions thereof. Upon the full termination of the Plan, the Benefit Administration Committee shall direct the distribution of the assets of the Trust Fund in a manner which is consistent with and satisfies the provisions of Article V. Distributions to a Participant shall be made in cash.

10.3 MERGER OR CONSOLIDATION

This Plan and Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to, any other plan and trust only if the benefits which would be received by a Participant of this Plan, in the event of a termination of the Plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

ARTICLE XI.
MISCELLANEOUS

11.1 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to limit the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon his or her as a Participant of this Plan.

11.2 ALIENATION

(a) Subject to the exception provided below, no benefit which shall be payable out of the Trust Fund to any person (including a Participant or his or her Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

(b) The above provision shall not apply to a "qualified domestic relations order" defined in Code Section 414(p) and Act Section 206(d). The Benefit Administration Committee shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a "qualified domestic relations order," a former Spouse of a Participant shall be treated as the Spouse or surviving Spouse for all purposes under the Plan.

11.3 CONSTRUCTION OF PLAN

This Plan and Trust shall be construed and enforced according to the laws of the State of Colorado, other than its laws respecting choice of law, to the extent not preempted by federal law.

11.4 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.5 LEGAL ACTION

In the event any claim, suit or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee, Benefit Administration Committee or Retirement Investment Committee may be a party, and such claim, suit or proceeding is resolved in favor of the Trustee, Benefit Administration Committee or Retirement Investment Committee, they shall be entitled to be reimbursed from the Trust Fund for any and all reasonable costs, attorney's fees and other expenses pertaining thereto incurred by them for which they shall have become liable.

11.6 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means for any part of the corpus or income of any trust fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries.

(b) In the event an Employer shall make an excessive contribution under a mistake of fact pursuant to Act Section 403(c)(2)(A), the Employer may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the Trustee shall return such amount to the Employer within the one (1)-year period. Earnings of the Plan attributable to the excess contributions may not be returned to the Employer, but any losses attributable thereto must reduce the amount so returned.

11.7 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, his or her legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Employer, the Benefit Administration Committee, and the Retirement Investment Committee. Where permitted by the Act, the Benefit Administration Committee may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Benefit Administration Committee.

11.8 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act, matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.9 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

11.10 APPROVAL BY INTERNAL REVENUE SERVICE

Notwithstanding anything herein to the contrary, contributions to this Plan are conditioned upon the initial qualification of the Plan under Code Section 401. If the Plan receives an adverse determination with respect to its initial qualification, then the Plan may return such contributions to the Employer within one (1) year after such determination, provided the application for the determination is made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan was adopted, or such later date as the Secretary of the Treasury may prescribe.

11.11 RIGHT OF RECOVERY

If any payment under the Plan is made in error to a Participant, Beneficiary or any other person, the individual to whom the erroneous payment was made is obligated to hold the payment for the Plan's benefit and to repay such amount to the Plan.

ARTICLE XII.
PARTICIPATING EMPLOYERS

12.1 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) Notwithstanding anything herein to the contrary, with the consent of the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, any Affiliated Employer may adopt this Plan as a Participating Employer by written resolution of its Board of Directors. Said resolution shall specify the effective date of the adoption of this Plan by an Affiliated Employer as a Participating Employer. Unless the context requires otherwise, as used herein the term "Effective Date" with respect to a Participating Employer and its Eligible Employees shall be the effective date specified by the resolution of the Affiliate Employer's Board of Directors adopting this Plan.

(b) Each Participating Employer shall be required to use the Trustee provided in this Plan.

(c) The Trustee shall commingle, hold, and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof.

12.2 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Trustee and Benefit Administration Committee for the purpose of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Sponsoring Employer or the Sponsoring Employer's Board of Directors, as the case may be, as its agent.

12.3 EMPLOYEE TRANSFERS

It is anticipated that an Employee may transfer or be transferred between Employers. No such transfer shall effect a Termination of Employment hereunder. An Employer's contributions hereunder with respect to such an Employee shall cease or commence, as the case may be, effective as of the date of such transfer.

12.4 AMENDMENT

Any Amendment of this Plan as authorized by Section 10.1 shall be binding upon each Participating Employer.

12.5 DISCONTINUANCE OF PARTICIPATION

Any Participating Employer shall be permitted to discontinue or revoke its participation in the Plan with the prior consent of the Sponsoring Employer's Senior Vice President, Chief Human Resources Officer. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed by the Sponsoring Employer's Senior Vice President, Chief Human Resources Officer, shall be delivered to the Trustee. With the consent of the Sponsoring Employer's Senior Vice President, Chief Human Resources Officer,

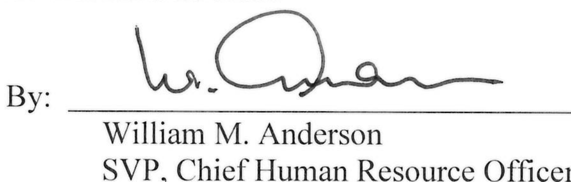
the Participating Employer's Board of Directors may direct the Trustee to transfer, deliver and assign Trust Fund assets and related liabilities allocable to the Participants of such Participating Employer to the trustee of a separate successor plan established for its Employees by the Participating Employer. If no successor plan is established, or consent to such transfer is not obtained by the Sponsoring Employer's Senior Vice President, Chief Human Resources Officer, the Trustee shall retain such assets for the Employees of said Participating Employer pursuant to the terms of this Plan until distribution of all accounts are made as provided in Article V.

12.6 BENEFIT ADMINISTRATION COMMITTEE'S AUTHORITY

The Benefit Administration Committee shall have authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants, to effectuate the purpose of this Article and this Plan.

IN WITNESS WHEREOF, SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM has caused this amended and restated Plan to be executed by its duly authorized officer on this 17th day of December, 2015.

SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM



By: ______________________
William M. Anderson
SVP, Chief Human Resource Officer

APPENDIX A
Special Vesting (Section 5.1(f))

Vesting under the Plan shall be determined in accordance with Section 5.1(f), except as otherwise provided below:

1. With respect to any Participant employed by Exempla, Inc. or one of its subsidiaries on January 1, 2012 and who becomes a Participant in this Plan as of such date, the Vested portion of such Participant's Basic and Matching Contribution Accounts shall be a percentage of the total amount credited to such Accounts determined on the basis of the Participant's number of Years of Service according to the following schedule:

Years of Service	Percentage
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5	100%

2. With respect to any Participant who had a salary deferral election in place under the Mt. St. Vincent Home Tax-Deferred Annuity Plan on March 31, 2011 and who satisfied the eligibility requirements of Section 2.1 and became a Participant in this Plan on April 1, 2011, the Vested portion of any such Participant's Matching Contribution Account shall be a percentage of the total amount credited to such Accounts determined on the basis of the Participant's number of Years of Service according to the following schedule:

Years of Service	Percentage
1	0%
2	50%
3	100%

3. With respect to Participants who are Employees of SCL Home Health, LLC, the Vested portion of any such Participant's Matching Contribution Account shall be a percentage of the total amount credited to such Accounts determined on the basis of the Participant's number of Years of Service according to the following schedule:

Years of Service	Percentage
0-2	0%
3	100%

4. Any amounts in a Participant's Account attributable to the Primera Healthcare Retirement Income Savings Plan or the Lutheran Community Health Services Retirement Income Savings Plan that were merged into the Exempla Retirement Plus Plan on or about November 1, 2001 shall be fully Vested at all times.

5. Participants who were employed by Exempla, Inc. or its wholly-owned subsidiary on any day after December 31, 1997 and before March 1, 1999 shall be fully Vested at all times in matching contributions transferred from the Exempla Retirement Plus Plan. For this purpose, a Participant who was an employee of St. Joseph Hospital or Maricor, Inc. on December 31, 1998 and who was employed by an Exempla, Inc. or its wholly-owned subsidiaries or Maricor, Inc. on January 1, 1999 shall be deemed employed by Exempla, Inc. or its wholly-owned subsidiaries on December 31, 1998.

6. Any amounts attributable to certain transition contributions made to the Exempla Retirement Plus Plan through 2002 shall be fully Vested at all times.

7. The Accounts of all Participants whose employment was terminated on account of the sale of substantially all of the assets of Providence Medical Center and Saint John Hospital (and certain affiliated entities) to Prime Healthcare Services shall be fully vested as of the closing date of such sale.

8. The Accounts of all Participants whose employment was terminated on account of the sale of substantially all of the assets of Saint John's Health Center (and certain affiliated entities) to Providence Health System shall be fully vested as of, and contingent upon, the closing date of such sale.

9. With respect to any Participant employed by the University of Saint Mary in an "eligible position" (as defined in Section 3.5(a)(2)(B)) on December 31, 2013, such Participant shall be fully Vested in his or her Matching Contribution Account at all times.

10. The Accounts of any Participant whose employment is terminated from May 1, 2015 through December 31, 2015 on account of his or her transition directly to Med Synergies, Inc. shall be fully vested as of the date of such transition.

11. The Accounts of any Participant whose employment was terminated on or about February 28, 2015 on account of his or her transition directly to Touchstone Medical Imaging, LLC shall be fully vested as of the date of such transition.

12. Any Participant whose employment was terminated by Saint Joseph Hospital between December 1, 1997 and December 31, 1998 and who immediately thereafter became an employee of Exempla, Inc., both of which were as a result of the integration of Saint Joseph Hospital with Exempla, Inc., shall become fully vested in his or her Accounts as of the date of such termination. Any Participant who terminates his or her employment with a Grandfathered Employer and becomes an employee of Exempla, Inc. as of any date or for any reason other than those specified in the preceding sentence shall be subject to the vesting schedule set forth above in Section 5.1(f) of the Plan.

13. Any Participant whose employment with Bethany Medical Center was terminated on or after July 9, 2001 due to the closure of Bethany Medical Center as an acute care hospital and who was not offered an "equivalent position" shall become fully vested in his or her Accounts as of the date of such termination. For this purpose, a position was considered an "equivalent position" only to the extent it: (1) was located at Providence Medical Center, (2) involved

the same or a closely-related type of work, (3) was for the same or very close rate of pay, (4) was for the same or a very close number of hours, and (5) was for essentially the same shift.

14. Any Participant whose employment with Providence Medical Center was terminated on February 28, 2003, due to the outsourcing of laboratory functions then performed at Providence Medical Center shall become fully vested in his or her Grandfathered Account as of the date of such termination.

15. Any Participant employed by Saint John's Health Center at any point from January 1, 2012 through the sale of substantially all of the assets of Saint John's Health Center (and certain affiliated entities) to Providence Health System shall be fully vested in any special true-up contributions credited to their Grandfathered Accounts after the date of the sale.

Vesting under the Plan shall also be determined in accordance with Section 5.1(f), as follows:

A. The Accounts of any Participant whose employment is terminated on account of the closing of any of the following clinics on or about the date listed for such clinic shall be fully vested as of, and conditioned upon, the closing of such clinic: Lutheran Neurology (September 30, 2015), Southwest Urgent Care (October 16, 2015), Lutheran Maternal Fetal Medicine (November 30, 2015), and Pinnacle Sports/Orthopedic Surgery (December 31, 2015).

B. The Accounts of any Participant whose employment is terminated on or after December 31, 2015 as the result of the cessation of medical services at the Marian Clinic on December 31, 2015 shall be fully vested as of such Participant's termination of employment.

APPENDIX B

Hours of Service Crediting

1. Any individual who became an Employee of an Employer directly from Insight Oncology, Inc. on June 28, 2013 as part of an Employer's acquisition of Insight Oncology, Inc. shall receive credit for all Plan purposes for prior service with Insight Oncology, Inc.

2. Any individual who became an Employee of an Employer directly from the Hematology-Oncology Centers of Northern Rockies, P.C. on December 17, 2012 as part of the acquisition by St. James Healthcare of the assets of such entity shall receive credit for all Plan purposes for prior service with Hematology-Oncology Centers of Northern Rockies, P.C.

3. Any individual who became an Employee of an Employer directly from Rocky Mountain Medical Service, P.C. or Summit Laboratory Limited Liability Partnership on January 1, 2013 as part of the acquisition by St. James Healthcare of the assets of such entities shall receive credit for all Plan purposes for prior service with Rocky Mountain Medical Service, P.C. and Summit Laboratory Limited Liability Partnership.

APPENDIX C
(Effective as of January 1, 2016)

Caritas Clinics, Inc.
Marian Clinic
Holy Rosary Healthcare
Mother House of the Sisters of Charity of Leavenworth, Kansas
St. Vincent Healthcare
St. Francis Health Center
St. James Healthcare
St. Mary's Hospital and Medical Center
Mount St. Vincent Home, Inc.
SCL Health Front Range (f/k/a Exempla, Inc.)
University of Saint Mary
SCL Home Health, LLC

APPENDIX D
(Section 3.5(a)(1)(A))

Effective January 1, 2015, $33,000

Effective January 1, 2016, $37,000