

**SCL HEALTH
RETIREMENT SAVINGS PLAN**

**As Amended and Restated
Effective January 1, 2017
(Except as otherwise provided herein)**

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APPENDIX A

SCL HEALTH RETIREMENT SAVINGS PLAN

INTRODUCTION AND BACKGROUND

The SCL Health Retirement Savings 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, 2017, except as otherwise specifically provided herein.

The Sponsoring Employer originally established this Code Section 403(b) plan effective January 1, 1998, as a "church plan" under Code Section 414(e) for the exclusive benefit of the Participants and their Beneficiaries. The Plan was originally known as the Sisters of Charity of Leavenworth Health Services Corporation Tax Deferred Annuity Program.

Effective as of the close of the Plan Year ending December 31, 2011, all of the assets and liabilities of the Exempla Retirement Income Savings Plan were merged into this Plan, 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.

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

On or about June 18, 2017, all of the assets and liabilities of the Platte Valley Medical Center TDA Pension Plan ("PVMC 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 the first payroll period beginning on or after June 18, 2017, eligible employees of Brighton Community Health Association d/b/a Platte Valley Medical Center became Participants in this Plan.

ARTICLE I. DEFINITIONS

The words and phrases defined in this Article have the following meanings throughout this Plan document.

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

1.2 "Account" means the separate accounts established and maintained under the Custodial Account for each Participant with respect to his or her interest in the Custodial Account.

1.3 "Account Value" means the aggregate value of a Participant's interest in the Custodial Account, as determined from time to time by the Custodian.

1.4 "Administrator" means the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, or the person from time to time performing such function.

1.5 "Affiliated Employer" means, other than an Employer, any corporation that 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). Such status shall be determined as provided in Treas. Regs. Sec. 1.414(c)-5. 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.

1.6 "Beneficiary" means the person to whom all or a portion of a deceased Participant's Account is payable, as determined in Section 5.2.

1.7 "Board of Directors" means 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.

1.8 "Claims and Appeals Committee" means the Claims and Appeals Committee from time to time constituted under the SCL Health Defined Contribution Plan.

1.9 "Code" means the Internal Revenue Code of 1986, as amended.

1.10 "Custodial Account" means an account held in a custodial relationship with the Custodian. The terms of each Custodial Account established under the Plan shall satisfy the requirements of Code Section 403(b)(7) and be administered in accordance with Code Section

403(b)(7). All of the amounts held in a Custodial Account shall be invested in stock of a regulated investment company (as defined in Code Section 851(a) relating to mutual funds).

1.11 "Custodian" means Fidelity Investments, or any successor bank or other firm that demonstrates to the Internal Revenue Service that it is capable of administering a custodial account in accordance with Code Sections 403(b)(7) and 401(f)(2). The Investment Committee shall have authority to select the Custodian from time to time.

1.12 "Elective Deferrals" with respect to any Participant means that portion of the Participant's Eligible Compensation which has been contributed to the Custodial Account in accordance with the Participant's deferral election pursuant to Section 2.1. All Elective Deferrals shall be made on a pre-tax basis.

1.13 "Eligible Compensation" means a Participant's total taxable salary, commissions, earnings or wages which are paid (or would be paid but for a salary deferral election hereunder or a salary deferral election under Code Section 125 plan, Code Section 132(f)(4) or Code Section 457(b)), by an Employer to an Eligible Employee for personal services actually rendered in the course of employment with the Employer. Except as specifically excluded in the following sentence, Eligible Compensation expressly includes overtime, taxable cash allowances, vacations, paid time off, shift differential, and similar remuneration. Eligible Compensation specifically excludes, however, the following: (a) even if includible in gross income, reimbursements of expenses, fringe benefits (cash or non-cash), and welfare and disability benefits (for this purpose, disability benefits shall not include sick pay paid directly by the Employer); (b) any amounts paid after the Eligible Employee's Severance from Employment except for amounts paid on the Eligible Employee's last paycheck; (c) for purposes of the donor's Eligible Compensation and even if includible in gross income, any amount of paid-time off donated by an Eligible Employee, whether to an affiliate of the Employer, another Employee or otherwise; (d) all bonuses; and (e) non-cash compensation.

Eligible 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, 2017, the annual compensation limit is \$270,000, 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).

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 "Eligible Compensation" shall not include such differential wage payments.

1.14 "Eligible Employee" means any Employee who is employed by an Employer, other than students performing services described in Code Section 3121(b)(1).

1.15 "Eligible Grandfathered Employee" means an Employee actively employed on August 31, 1980 by St. Mary's Hospital and Medical Center who received Supplemental Contributions under the prior provisions of the Plan.

1.16 "Employee" means any common law employee of an Employer or Affiliated Employer. The term "Employee" excludes any person who is a former employee or an independent contractor.

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

1.18 "ERISA Plan Administrator" means the Sponsoring Employer.

1.19 "Includible Compensation" means a Participant's compensation received from the Employer that is includible in the Participant's gross income for federal income tax purposes (computed without regard to Code Section 911) for the most recent period that is a year of service, plus elective deferrals that would be includible in the Participant's gross income but for Code Section 125, 132(f)(4), 402(e)(2), 402(h)(1)(B), 402(k) or 457(b)). "Includible Compensation" excludes any amounts paid after the Eligible Employee's Severance from Employment, except that "Includible Compensation" includes regular compensation for services that would have been paid to the Participant had he or she not had a Severance from Employment (including overtime, shift differentials, commissions, bonuses, and similar payments), and unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued, which is paid before the later of 2½ months after the Employee's Severance from Employment or the end of the calendar year that includes the Employee's Severance from Employment.

1.20 "Matching Contributions" means those matching contributions directly transferred to the Plan from the Mt. St. Vincent Home Tax-Deferred Annuity Plan on or about April 1, 2011, from the Exempla Retirement Income Savings Plan on or about December 31, 2011, and from the Platte Valley Medical Center TDA Pension Plan on or about June 18, 2017.

1.21 "Participant" means any Eligible Employee participating in this Plan in the manner provided in Article II or an Eligible Grandfathered Employee who has received Supplemental Contributions under the Plan. "Participant" shall also include any other Employee or former Employee who has an Account in the Plan. Any such individual shall continue to be a Plan Participant until his or her entire Account is distributed from the Plan.

1.22 "Participating Employer" means each Affiliated Employer listed on Appendix A which (a) is a non-profit organization described in Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a); and (b) has adopted this Plan as a Participating Employer in accordance with Article IX.

1.23 "Plan" means the SCL Health Retirement Savings Plan, as set forth herein and from time to time amended.

1.24 "Plan Year" means the period beginning each January 1 and ending on the following December 31.

1.25 "PVMC Employer Contributions" means employer contributions directly transferred to the Plan from the Platte Valley Medical Center TDA Pension Plan on or about June 18, 2017.

1.26 “PVMC Roth Contributions” means after-tax salary deferral contributions and after-tax catch-up salary deferral contributions made to the Platte Valley Medical Center TDA Pension Plan prior to June 18, 2017 which were irrevocably designated as Roth contributions. PVMC Roth Contributions shall be separately accounted for, as shall gains and losses attributable to such Contributions. Forfeitures may not be allocated to such account. The Plan must maintain a record of the Participant’s investment in the contract. Except as otherwise noted, PVMC Roth Contributions are considered elective contributions for all Plan purposes. The Administrator shall administer PVMC Roth Contributions in accordance with Code Section 402A and other applicable law, and such law shall supersede any contrary provisions of the Plan.

1.27 "Investment Committee" means the Investment Committee of the Sponsoring Employer's Board of Directors.

1.28 "Severance from Employment" shall mean an Employee ceasing to be employed by an Employer or Affiliated Employer; provided, however, that "Severance from 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.

1.29 "Sponsoring Employer" means the Sisters of Charity of Leavenworth Health System, a Kansas non-profit corporation described in Code Section 501(c)(3) and exempt from federal income tax under Code Section 501(a).

1.30 "Supplemental Contribution" means those contributions made for Eligible Grandfathered Employees for Plan Years prior to January 1, 2014, as previously provided under the Plan.

ARTICLE II. CONTRIBUTIONS

2.1 Elective Deferrals

(a) Each Eligible Employee may make Elective Deferrals under the Plan from Eligible Compensation earned while an Eligible Employee. An Eligible Employee may make Elective Deferrals effective as soon as administratively feasible on or after the date he or she becomes an Eligible Employee. No Elective Deferrals may be made from salary, pay or other remuneration earned while the individual is not an Eligible Employee under this Plan (or a predecessor plan).

(b) Subject to the limitations of Article III, each Eligible Employee may elect to defer a percentage (in whole percentages) or a fixed dollar amount, as authorized by the applicable Employer, of his or her Eligible Compensation which would have been received, but for the deferral election.

(c) A deferral election (or modification of an earlier election) may not be made with respect to Eligible Compensation which is currently available on or before the date the Eligible Employee made such election. The amount by which Eligible Compensation is reduced shall be the Participant's Elective Deferrals under the Plan and shall be forwarded to the Custodian as soon as practicable after the date they would otherwise have been paid in cash to the Participant.

(d) The Employer and the Administrator shall implement the deferral elections provided for herein in accordance with the following:

(1) A Participant may commence making Elective Deferrals to the Plan only as provided in Section 2.1. A Participant may elect to commence making Elective Deferrals by making an election in the form and manner prescribed by the Administrator. Such election shall initially be effective as soon as administratively feasible following the later of the date such election is received by the Employer or the date specified on the election, shall not have retroactive effect with respect to Eligible Compensation previously or then currently available, and shall remain in force until revoked as provided herein.

(2) A Participant may modify a prior election at any time and concurrently make a new election in the form and manner prescribed by the Administrator. Any such modification and new election will be effective as soon as administratively feasible following the later of the date such modification and new election are received by the Employer or the date specified on the new election. Any modification or new election shall not have retroactive effect with respect to Eligible Compensation previously or then currently available, and shall remain in force until revoked or modified as provided herein.

(3) A Participant may elect to prospectively revoke his or her deferral election in the form and manner prescribed by the Administrator. Such revocation shall become effective as soon as administratively feasible following the later of the date such revocation is received by the Employer or the date

specified on the new election, and any such revocation shall not have retroactive effect with respect to Eligible Compensation previously or then available. Furthermore, when a Participant ceases to be an Eligible Employee, such cessation shall be deemed to revoke any deferral election then in effect, effective following the close of the pay period within which such cessation occurs.

(4) Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, his or her Elective Deferrals under the Plan shall continue to the extent that Eligible Compensation continues. If Eligible Compensation does not continue during the leave, his or her Elective Deferrals under the Plan shall automatically resume upon his or her return from such leave.

(5) A Participant's deferral election shall automatically continue in the event the Participant is transferred to a new Employer.

(6) Notwithstanding anything herein to the contrary, Eligible Employees of Platte Valley Medical Center shall become Participants in this Plan as of the first day of the payroll period beginning on or after June 18, 2017. To the extent any such Participant had a deferral election in effect under the Platte Valley Medical Center TDA Pension Plan immediately preceding such date (including a deferral election with respect to PVMC Roth Contributions), that deferral election shall be automatically transferred to this Plan and shall continue in effect as an Elective Deferral election hereunder unless or until the Participant changes his or her election pursuant to this Section 2.1(d).

2.2 Timing of Deposit.

Elective Deferrals under the Plan shall be transferred to the Custodial Account as soon as administratively practicable after the date the amount would otherwise have been paid to the Participant.

2.3 Vesting

A Participant shall be fully vested at all times in his or her Account Value attributable to his or her Elective Deferrals.

2.4 Information Provided by Participant

Each Participant enrolling in the Plan shall provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Custodial Accounts.

2.5 Participants Returning From Uniformed Service

A Participant whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Elective Deferrals upon resumption of employment with the Employer as provided in Code Section 414(u) equal to the maximum Elective Deferrals that the

Eligible Employee could have elected during that period if his or her employment with the Employer had continued (at the same level of Eligible Compensation) without interruption or leave. Except to the extent otherwise provided under Code Section 414(u), this right applies for five (5) years following such resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

2.6 Rollovers to Plan

Any Eligible Employee who has participated in an annuity or custodial account under Code Section 403(b), an annuity plan as described in Code Section 403(a), a qualified trust described in Code Section 401(a), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state (that agrees to separately account for amounts transferred from this Plan), an individual retirement account as described in Code Section 408(a), or an individual retirement annuity as described in Code Section 408(b), may elect to roll over any amounts available from such prior annuity or account so long as: (a) the Custodial Account accepts rollovers; and (b) the amounts to be rolled over qualify as a tax-free rollover under Code Section 403(b)(8). Rollover contributions to the Plan pursuant to this Section 2.6 shall be fully vested at all times.

ARTICLE III.
LIMITATIONS ON PLAN CONTRIBUTIONS

3.1 Limitations on Elective Deferrals

(a) Basic Annual Limit. Except as otherwise provided in this Section 3.1, the maximum amount of a Participant's Elective Deferrals, when combined with certain other deferrals required by Code Section 402(g) to be taken into account, for any calendar year may not exceed the dollar limit in effect under Code Section 402(g)(1)(B) at the beginning of such calendar year. The limits of Code Section 402(g) are incorporated by reference.

(b) Age 50 Catch-up Limit. Each Participant who will have attained age 50 on or before the last day of such calendar year ("Catch-Up Eligible Participant") may elect to make Elective Deferrals to the Plan for such calendar year in excess of the dollar limit set forth in Section 3.1(a), but not to exceed the lesser of:

(1) The applicable dollar limit imposed under Code Section 414(v)(2)(B) for the calendar year, as adjusted for cost of living increases in accordance with regulations or rulings prescribed by the Secretary of the Treasury or his or her delegate pursuant to the provisions of Code Section 414(v)(2)(C); or

(2) The Catch-Up Eligible Participant's compensation (as defined for purposes of Code Section 415) for such calendar year, reduced by the amount of Elective Deferrals made on behalf of the Participant under this Plan (and under any related plan) for such calendar year.

(c) Coordination. Amounts in excess of the limitation set forth in Section 3.1(a) shall be allocated to the Age 50 Catch-up Limit under Section 3.1(b), if applicable to the Participant. However, in no event shall the amount of a Participant's Elective Deferrals for a calendar year exceed his or her Includible Compensation for such year.

(d) Correction of Excess. If a Participant's total Elective Deferrals, when combined with other amounts deferred by the Participant under another Code Section 403(b) plan of the Employer (and any other plan that permits elective deferrals under Code Section 402(g) for which the Participant provides information that is accepted by the Administrator), for a calendar year exceed the limits provided in Section 3.1(a) and 3.1(b) for such calendar year, the Participant may, not later than March 1 following the close of his or her calendar year, notify the Administrator or his or her designee in writing of such excess and request that his or her Elective Deferrals under this Plan be reduced by an amount specified by the Participant. In such event, the Administrator or his or her designee may direct the Custodian to distribute such excess amount (and any income allocable to such excess amount) to the Participant not later than the first April 15th following the close of the Participant's calendar year. The amount distributed shall not exceed the Participant's Elective Deferrals under the Plan for the calendar year.

3.2 Maximum Annual Additions

(a) The maximum permissible "annual additions" that may be contributed or allocated to each Participant's Account under the Plan for any Plan Year will not exceed the lesser of: (1) \$54,000, as adjusted after 2017 for increases in the cost of living under Code Section 415(d), or (2) 100% of the Participant's Includible Compensation for the Plan Year.

(b) For purposes of this section, "annual additions" means, for any Plan Year, the Elective Deferrals made to the Participant's Account and the sum of any employee and employer contributions made on behalf of such individuals under any other Code Section 403(b) plan, whether or not sponsored by the Employer.

(c) If the Participant has a "controlling interest" in another employer and participates in that employer's qualified 401(a) defined contribution plan, a welfare benefit fund (as defined in Code Section 419(e)), an individual medical account (as defined in Code Section 415(1)(2)) or a simplified employee pension (as defined in Code Section 408(k)) which provides "annual additions," the amount of "annual additions" which may be credited to a Participant's Account for any Plan Year will not exceed the maximum permissible amount described in Section 3.2(a), taking into account (solely for purposes of determining whether the plans, in the aggregate, satisfy Code Section 415(c)) eligible compensation from the Employer and the other employer and taking into account employer contributions that have been allocated to such other plans as described in this subsection.

(d) If "annual additions" are greater than the maximum permissible amount described in Section 3.2(a) for a Plan Year, no amount will be contributed to the Participant's Account under the Plan for that Plan Year. If there is any such excess amount under the Plan, the Administrator or his or her delegate will direct the Custodian as to the appropriate correction of such excess amounts in accordance with applicable law. If timely correction of such excess is not made, such excess shall remain in the Plan and will be separately accounted for in accordance with Code Section 403(c).

3.3 Administrative Procedures

The Administrator shall implement reasonable procedures to ensure that any applicable benefit limitations are satisfied. In the event the Administrator believes any such limitations are, or may be exceeded for a year, it shall have the broadest discretion and authority (to the extent permitted under the Code or the Custodial Account) to take such action as it deems appropriate to avoid exceeding such limitations or to cause such amounts to be properly reported as taxable income to the Participant. Such authority includes, without limitation, limiting a Participant's Elective Deferrals for a year or reporting any excess contributions to the Internal Revenue Service, the Participant, and/or the Custodian.

**ARTICLE IV.
INVESTMENTS AND FUNDING**

4.1 Participant Investment Elections

(a) Each Participant may elect to have his or her Account invested in any of the investments under the Custodial Account then made available under the Plan, as determined by the Investment Committee. Investment elections shall be in writing and shall be made in accordance with such procedures as the Administrator and Custodian may establish. Contributions shall be invested in accordance with the Participant's most recent investment election filed with the Custodian or, if none, the default investment established by the Investment Committee. A Participant may change his or her investment election with respect to his or her Account at such times and in such manner as the Administrator and the Custodian shall determine from time to time.

(b) The Plan is intended to constitute a plan described in Section 404(c) of the Act. Participants shall be solely responsible for the review and selection of any and all Plan investment options. Neither the Administrator, the Investment Committee, the Employer, nor any officer, employee or other person acting for or on behalf of any of them, shall have any liability or responsibility for any investment options selected by any Participant or the consequences of investment in a default investment in the absence of any such selection by the Participant. Each Participant, by electing to participate in the Plan, accepts responsibility for such Participant's investment decisions, or failure to make an investment decision, and acknowledges and agrees that neither the Administrator, the Investment Committee, the Employer, nor any officer, employee or other person acting for or on behalf of any of them, shall have any liability or responsibility for any investment decisions made by the Participant.

4.2 Transfers To Custodial Account

(a) A Participant may request an exchange from any annuity contract which at some point was funded by salary deferrals while the Participant was employed by an Employer, even though such annuity contract was never a formal part of this Plan, to the Custodial Account under the Plan, provided that any such exchange satisfies all applicable legal requirements, including that the other contract is subject to distribution restrictions with respect to the Participant that are not less stringent than those imposed on the contract being exchanged. The Administrator may impose such limitations as it deems appropriate on legacy annuity contracts not currently eligible to receive contributions under the Plan.

(b) A Participant may not request a plan-to-plan transfer to this Plan from a Code Section 403(b) plan of another employer.

**ARTICLE V.
BENEFITS**

5.1 Determination of Benefits upon Termination

(a) The Administrator shall direct the Custodian to distribute to the Participant his or her vested Account Value as soon as practicable after his or her Severance from Employment for any reason other than death, provided the consent requirements of this Section 5.1(b) are satisfied. If the vested Account Value attributable exceeds \$5,000 (disregarding any rollover contributions), the Participant must consent to any distribution of his or her vested Account Value and distribution of the Participant's vested Account Value shall occur as soon as administratively feasible following the date the Administrator receives the Participant's consent which complies with this Section 5.1(b).

(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 5.9.

(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 the distribution.

Distribution may commence less than thirty (30) days after the notices required above and Code Section 402(f) are given, provided: (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. If the Participant does not give his or her consent to distribution, his or her Vested Account shall remain in the Plan until the Participant requests a distribution complying with this Section 5.1(b) or amounts are distributed under Section 5.9.

(b) If the Participant's vested Account Value does not exceed \$5,000 (disregarding any rollover contributions), such vested Account Value shall be distributed on or about the last day of the first calendar quarter after such Severance from Employment or as soon as administratively practicable thereafter, without the need for the Participant's consent. If the Participant's vested Account Value does not exceed \$1,000 (including any rollover contributions), such distribution shall be made in a single lump sum cash payment to the Participant. Pursuant to Code Section 401(a)(31), if the Participant's vested Account Value exceeds \$1,000 (including any rollover contributions), but does not exceed \$5,000 (disregarding any rollover contributions), such distribution shall be made in the form of a direct rollover to an individual retirement plan designated by the Administrator 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.

(c) Distribution of a Participant's vested Account Value shall be made in a single lump sum payment, except for installment or other periodic distributions that commenced under the Exempla Retirement Income Savings Plan prior to January 1, 2012 or the Platte Valley Medical Center TDA Pension Plan prior to June 18, 2017, and installment distributions made pursuant to elections made under such plans prior to such dates.

(d) 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 vested Account Value from time to time.

(e) A Participant shall be fully vested at all times in his or her Account Value.

5.2 Determination of Benefits upon Death

(a) The Administrator shall direct the Custodian to distribute to the Participant's Beneficiary the Participant's Account Value as soon as practicable after the death of the Participant. 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.

(b) 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 has been 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

(c) The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the Account Value of a deceased Participant as the Administrator may deem desirable. The Administrator's determination of death and of the right of any person to receive payment shall be conclusive and binding on all parties.

(d) 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 Administrator and filed with the Administrator or his or her 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 Administrator or his or her 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 subsequent spouse).

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.

(e) Notwithstanding the preceding, any beneficiary designation by a Participant employed by an Employer other than Exempla or any of its subsidiaries which is in effect on December 31, 2011 shall continue in effect on and after January 1, 2012; provided, however, that the Participant's spouse must consent in writing as provided in subsection (d) above to any change in Beneficiary after December 31, 2011 (other than a change to designate the spouse as the Participant's Beneficiary).

(f) (1) 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 or about December 31, 2011, any affirmative beneficiary designation made by such Participant under the Exempla Retirement Income Savings Plan shall continue to apply after such date with respect to the Participant's entire Account Value in this Plan until such time as the Participant makes a new Beneficiary designation in accordance with this Section 5.2.

(2) Notwithstanding the preceding, in the case of a Participant employed by Platte Valley Medical Center and whose accounts in the Platte Valley Medical Center TDA Pension Plan were merged into this Plan on or about June 18, 2017, any affirmative beneficiary designation made by such Participant under the Platte Valley Medical Center TDA Pension Plan shall continue to apply after such date with respect to the Participant's entire Account Value in this Plan until such time as the Participant makes a new Beneficiary designation in accordance with this Section 5.2.

5.3 In-Service Distribution For Hardship

(a) The Administrator, at the election of the Participant, shall direct the Custodian to distribute to any Participant up to the lesser of 100% of the Participant's Account Value (other than Supplemental Contributions, Matching Contributions, PVMC Roth Contributions and PVMC Employer Contributions) or the amount necessary to satisfy the immediate and heavy financial need of the Participant. Withdrawal under this Section 5.3 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 Section 152(b)(1), (b)(2) and (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) Payments for burial or funeral expenses for the Participant's deceased spouse, parent, children or dependents (as defined in Code Section 152, and without regard to Code Section 152(d)(1)(B)); or

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

(b) No distribution shall be made pursuant to this Section 5.3 unless:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant. The amount of the immediate and heavy financial need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution;

(2) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by the Employer or an Affiliated Employer; and

(3) Under the Plan, and all other plans (including nonqualified plans) maintained by the Employer or an Affiliated Employer, the Participant's Elective Deferrals (including catch-up contributions under Code Section 414(v)) will be suspended for at least six (6) months after receipt of the hardship distribution.

(c) Notwithstanding the above, distributions from the Participant's Elective Deferrals pursuant to this Section 5.3 shall be limited solely to the Participant's Elective Deferrals, reduced by the amount of any previous distributions pursuant to this Section 5.3. In no event shall earnings on such amounts be distributed pursuant to this Section 5.3.

5.4 Loans

(a) A Participant may submit an application to the Administrator or his or her designee to borrow from his or her Account Value. No loan under the Plan, when added to the outstanding balance of all other loans to the Participant from all qualified plans of the Employer may exceed the lesser of:

(1) \$50,000 reduced by the excess (if any) of: (i) the highest outstanding balance of loans from the Plan or any other qualified employer 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) 50% of portion of his or her Account Value as of the receipt of his or her loan application by the Administrator or his or her designee and the expiration of such notice period as the Administrator 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 Administrator.

(3) The loan, by its terms, must require substantial level amortization of repayments (to be made not less frequently than quarterly) within five (5) years; provided, however, that if the proceeds of the loan are used to acquire any dwelling unit which within any reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the repayment schedule, if permitted by procedures established by the Administrator, may be for a term in excess of five (5) years.

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

(5) The loan shall be adequately secured and must be secured by no more than 50% of the Participant's Account.

(6) No more than two (2) Plan loans may be outstanding at any given time.

(7) No Plan loan will be granted for amounts of less than \$1,000.

(c) 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.

5.5 Other In-Service Distribution

(a) A Participant may request distribution of his or her Participant's Account Value at any time after attainment of age 59½.

(b) A Participant may request distribution of his or her Participant's Account Value upon his or her disability (as defined in Code Section 72(m)(7)).

(c) A Participant may request distribution of his or her rollover contributions to the Plan at any time.

(d) A Participant who is ordered or called to active duty may take a "Qualified Reservist Distribution" if the following are satisfied:

(1) the distribution consists solely of amounts attributable to Elective Deferrals;

(2) the Participant was ordered or called to active duty for a period in excess of one hundred and seventy-nine (179) days or for an indefinite period; and

(3) the distribution from the Plan is made during the period which begins on the date of such order or call and ends at the close of the active duty period.

5.6 Distribution For Minor Beneficiary

In the event a distribution from an Account is to be made to a minor, the Administrator 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 Custodian, Administrator, Employer, and Plan from further liability on account thereof.

5.7 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 Severance from Employment.

5.8 Eligible Rollover Distributions

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 5.8, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the distributee 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 distributee, 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 distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and any distribution made on account of hardship of the Participant.

(c) For purposes of this section, the term "eligible retirement plan" means an individual retirement account as described in Code Section 408(a), an individual retirement annuity as described in Code Section 408(b), a Roth individual retirement account as described in Code Section 408A, an annuity plan as described in Code Section 403(a), an annuity contract described in Code Section 403(b), a qualified trust described in Code Section 401(a), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or an 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) "Distributee" means the Participant, the surviving spouse after the Participant's death and a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code Section 414(p). "Distributee" also includes a Participant's non-spouse designated beneficiary.

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

(f) The Custodian shall be responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

5.9 Required Minimum Distribution

(a) Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder (including Regulation 1.401(a)(9)-2), the provisions of which are incorporated herein by reference.

(1) A Participant's benefits shall commence to be distributed to him or her, to the extent required by Code Section 401(a)(9) and Regulations thereunder, not later than April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½ or (ii) the calendar year in which the Participant retires.

(2) Distributions to a Participant and his or her Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Regulations thereunder.

(b) For purposes of this section, the life expectancy of a Participant and a Participant's spouse may, at the election of the Participant or the Participant's spouse, be redetermined in accordance with Regulations. The election, once made, shall be

irrevocable. If no election is made by the time distributions must commence, then the life expectancy of the Participant and the Participant's spouse shall not be subject to recalculation. Life expectancy and joint and last survivor expectancy shall be computed using the return multiples in Tables V and VI of Regulation 1.72-9.

ARTICLE VI. ADMINISTRATION

6.1 Duties of the ERISA Plan Administrator

The ERISA 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 to the Administrator, the Investment Committee, or such other person or entity. The ERISA Plan Administrator shall be the designated agent for service of legal process with respect to the Plan.

6.2 Duties of the Administrator

(a) The Administrator shall be the “Named Fiduciary” of the Plan and generally shall be responsible for the management, interpretation and administration of the Plan. The Administrator 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 Administrator shall:

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

(2) Implement procedures to enable a Participant to give his or her investment direction among the investments available in the Custodial Account, which procedures shall provide at least quarterly opportunities for Participants to make or change investment selections;

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

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

(5) 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.

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

(c) The Administrator 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 Administrator which would be discriminatory in favor of Employees or Participants who are "highly compensated employees" as defined in Code Section 414(q) of the Employer or Affiliated Employer.

6.3 Duties of the Investment Committee

The Investment Committee shall be responsible for:

(a) selecting the Custodial Accounts to be made available under the Plan and the investments thereunder to be available for Participant investment direction, which investments may include brokerage accounts (provided that such brokerage accounts satisfy the requirements of Code Sections 403(b)(7) and 401(f)(2)), as well as the default investment fund into which a Participant's account will be investment if the Participant fails to make an affirmative investment direction;

(b) establishing a written investment policy, including a participant directed investment policy under Section 404(c) of the Act;

(c) receiving and reviewing the financial statements and reports of the Custodian; and

(d) performing such other functions as the Investment Committee deems appropriate relating to the investment of Plan assets.

6.4 Legal Counsel

The Administrator and/or the 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 Administrator or Committee hereunder in good faith and in accordance with the opinion of such legal counsel.

6.5 Advisors

The Administrator and/or Investment Committee may employ such legal counsel, accountants, consultants, actuaries, and other agents as the Administrator or Committee shall deem advisable. The compensation of such legal counsel, accountants, consultants, actuaries, and other agents and any other expenses incurred by the Administrator and/or Investment Committee in the administration or management of the Plan shall be paid by the Plan to the extent not paid by the Sponsoring Employer.

6.6 Allocation of Plan Expenses

To the extent not paid by the Sponsoring Employer, the Administrator, in his or her 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.

6.7 Indemnification

To the fullest extent permitted by law, the Employers, jointly and severally, shall indemnify and hold harmless the Administrator, the members of the Investment Committee and/or the Claims and Appeals Committee, and any persons to whom the Administrator and/or the Investment Committee has allocated or delegated any of its responsibilities in accordance with the provisions hereof (other than a Trustee or Investment Manager) from and against all claims, losses, damages, expense, and liability (including all expenses reasonably incurred in such person's defense, in case the Employers fail to provide such defense) 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. To the extent any other indemnification contained in the Employer's articles of incorporation or other corporate documents is broader than the indemnification set forth herein, such indemnification shall prevail over the indemnification provided in this paragraph.

6.8 Compensation of Committees

No compensation shall be paid to the Administrator or members of the Investment Committee from the Plan for services on behalf of the Plan.

6.9 Bonding

The Administrator and each Investment 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 VII.
AMENDMENT AND TERMINATION**

7.1 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 ensure the Plan satisfies Code Section 403(b), 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. The Board of Directors of the Sponsoring Employer shall have exclusive authority to amend the Plan to the extent such amendment constitutes a material change in the benefits design or philosophy of the Sponsoring Employer or results in a material increase in costs to the Sponsoring Employer.

(b) The President/Chief Executive Officer of the Sponsoring Employer, in his or her sole discretion, may amend or modify the Plan at any time 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 President/Chief Executive Officer of the Sponsoring Employer 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. In determining whether an amendment constitutes a material change or would result in a material cost increase for purposes of this subsection (b), the determination of the President/Chief Executive Officer will be binding on the Sponsoring Employer and the Plan.

(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 action by the President/Chief Executive Officer of the Sponsoring Employer.

7.2 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. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Custodial Accounts, all Accounts will be distributed, provided that the Employer and Affiliated Employers do not make contributions to any Code Section 403(b) contract that is not part of the Plan during the period beginning on the date of the Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as otherwise permitted by law.

7.3 Merger or Consolidation

This Plan may be merged or consolidated with any other plan 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 VIII. MISCELLANEOUS

8.1 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 him or her as a Participant of this Plan.

8.2 Alienation

(a) Subject to the exception provided below, no benefit which shall be payable under the Plan or a Custodial Account to any person 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 Custodian, except to such extent as may be required by law.

(b) The above provision shall not apply to a "qualified domestic relations order" ("QDRO") defined in Code Section 414(p) and Act Section 206(d). The Plan shall recognize such QDROs. Payment may be made under a QDRO without regard to whether the Participant is eligible for a distribution of benefits from the Plan.

8.3 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.

8.4 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.

8.5 Prohibition Against Diversion of Funds

Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan, by termination, 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 Custodial Account maintained pursuant to the Plan to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries.

8.6 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.

8.7 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.

8.8 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 IX.
PARTICIPATING EMPLOYERS**

9.1 Adoption by Other Employers

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.

9.2 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 Administrator 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.

9.3 Amendment

Any amendment of this Plan as authorized by Section 7.1 shall be binding upon each Participating Employer.

9.4 Discontinuance of Participation

Any Participating Employer shall be permitted to discontinue or revoke its participation in the Plan with the prior consent of the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer. With the consent of the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, the Participating Employer's Board of Directors may direct the assets and related liabilities allocable to the Participants of such Participating Employer to 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 from the Senior Vice President, Chief Human Resources Officer, of the Sponsoring Employer, such assets for the Employees of said Participating Employer shall remain subject to the terms of this Plan until full distribution is made.

9.5 Administrator's Authority

The Administrator 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.

ARTICLE X.
BENEFIT CLAIMS PROCEDURE

10.1 Claims Procedure

(a) Claims under the Plan, other than those reserved to the Custodian under a Custodial Account, may be filed in writing with the Claims and Appeals 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 Claims and Appeals 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 Claims and Appeals 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 Claims and Appeals 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 Claims and Appeals 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.

10.2 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 Claims and Appeals Committee by making written request therefore within sixty (60) days of receipt of the notification of denial. The Claims and Appeals 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 Claims and Appeals Committee in writing.

(b) The 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 Claims and Appeals 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 Claims and Appeals 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 Claims and Appeals 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 Claims and Appeals 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 Claims and Appeals 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 X 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 aforementioned one (1)-year period, the Colorado statute of limitations is controlling.

IN WITNESS WHEREOF, THE SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM has caused this Plan to be executed by its duly authorized officer on this 28th day of December, 2017, the same to be effective as of January 1, 2017.

**SISTERS OF CHARITY OF LEAVENWORTH
HEALTH SYSTEM**

By: 

Title: SVP, Chief Human Resources Officer

APPENDIX A

(Effective as of January 1, 2017)

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
Platte Valley Medical Center (effective June 18, 2017)
Platte Valley Medical Group, LLC (effective January 1, 2018)

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