RENOWN HEALTH

RETIREMENT SAVINGS PLAN

Amended and Restated Effective January 1, 2016

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INTRODUCTION

The Renown Health Retirement Savings Plan (the "Plan") is amended and restated effective January 1, 2016. The Plan was originally effective November 17, 1985 and was previously restated as a volume submitter plan effective January 1, 2002 and January 1, 2013. Prior to November 21, 2006 the Plan was known as the Washoe Health System, Inc. Retirement Savings Plan.

The Plan as amended and restated is intended to qualify as a profit-sharing plan under Code section 401(a), and includes a cash or deferred arrangement that is intended to qualify under Code section 401(k). The Plan is maintained for the exclusive benefit of Eligible Employees and their Beneficiaries.

The purpose of this restatement is to restate the Plan as an individually designed plan. This amendment and restatement incorporates amendments that were made to the Plan in the last restatement to bring the Plan into compliance with the applicable provisions of the Pension Protection Act of 2006 ("PPA"), the Worker, Retiree and Employer Recovery Act of 2008 ("WRERA"), the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") and other applicable regulations and guidance.

ARTICLE I

DEFINITIONS

1.1 Account

"**Account**" means the account maintained by the Trustee in the name of a Participant that reflects his interest in the Trust and any Sub-Accounts maintained thereunder, as provided in Article VI.

1.2 Administrator

"**Administrator**" means the Employee Benefits Review Committee unless the Company designates another person or persons to act as such.

1.3 Affiliated Employer

"Affiliated Employer" means the Company and any corporation or trade or business (whether or not incorporated) that, together with the Company, is a member of a "controlled group of corporations" as defined in Code section 414(b), or is under "common control" with the Company as defined in Code section 414(c) or is a member of an "affiliated service group" as defined in Code section 414(m) of which the Company is also a member, or to the extent required by regulations issued under Code section 414(o), any other organization.

1.4 Beneficiary

"**Beneficiary**" means the person or persons entitled under the provisions of the Plan to receive distribution hereunder in the event the Participant dies before receiving distribution of his entire interest under the Plan.

1.5 Benefit Payment Date

"**Benefit Payment Date**" means the first day on which all events have occurred which entitle the Participant to receive payment of his benefit.

1.6 Code

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

1.7 Company

"**Company**" means Renown Health (formerly Washoe Health System, Inc.), a Nevada not-for-profit corporation, and any successor thereto.

1.8 Compensation

"**Compensation**" means wages as defined in Code section 3401(a) for purposes of income tax withholding at the source (but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed), paid to a Participant by the Employer for services as an Employee for any period, modified to include any amount that would have been paid to the Participant for such period but for the Participant's election to make elective contributions under a cafeteria plan pursuant to section 125 of the Code, a qualified transportation fringe plan pursuant to section 132(f)(4) of the Code, or any deferred compensation plan that is qualified under or governed by section 402(e)(3), section 402(h), section 403(b), section 457(b), or section 414(h)(2) of the Code.

Compensation shall not include:

(a) contributions made by the Employer to any form of employee benefits program other than as specifically included in this definition of Compensation;

(b) severance payments on or after termination of employment, whether made in a lump sum or in periodic installments; and

(c) expense reimbursements.

Compensation shall be limited to compensation actually paid or made available to the Participant. Any payments for a month in which a Participant does not perform an Hour of Service shall be disregarded; provided, however, that a Participant receiving a differential wage payment shall be treated as an Employee of the Employer and the differential wage payment shall be treated as Compensation under the Plan, provided that all Employees of the Employer performing qualified military service are entitled to receive differential wage payments on reasonably equivalent terms. A "differential wage payment" means any payment made by the Employer to an individual with respect to any period during which he or she is performing qualified military service (as defined in Code section 414(u)) while on active duty for a period of more than 30 days, and that represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer.

Notwithstanding the foregoing, payments made by the later of 2-1/2 months after a Participant's severance from employment or the end of the year that includes the date of the Participant's severance from employment shall be included in the Participant's Compensation if absent the Participant's severance from employment, such payments would have been made to the Participant while the Participant continued in employment with the Employer and are regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments.

The annual Compensation of each Participant taken into account in determining allocations for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

If the Compensation of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months.

1.9 Disability or Disabled

"Disability" or "Disabled" means that the Participant is unable to perform the duties of his position because of a mental or physical condition that is likely to result in death or is expected to continue for a period of at least six months, as determined by the Administrator in a nondiscriminatory, consistent and uniform manner. A Participant shall be considered disabled only if the Administrator determines he is disabled based on the written certification of a physician acceptable to the Administrator. Notwithstanding the foregoing, a Participant who is eligible to receive Social Security disability payments shall be deemed to be Disabled without further proof.

1.10 Effective Date

"**Effective Date**" of this restatement of the Plan means January 1, 2016.

1.11 Elective Contribution

"**Elective Contribution**" means a contribution made to the Plan by an Employer for the benefit of a Participant pursuant to the Participant's salary reduction agreement in accordance with Article III.

1.12 Eligible Employee

"**Eligible Employee**" means any Employee who has met the eligibility requirements of Article II to participate in the Plan.

1.13 Employee

"**Employee**" means a person who is reported on the payroll records of an Affiliated Employer as a common law employee for employment tax purposes. Employee shall exclude any person not treated as common law employees on the payroll records of the Employer, including but not limited to independent contractors, regardless of any

subsequent determination by a court or administrative agency that such person shall be retroactively reclassified as classified as a common law employee.

1.14 Employer

"Employer" means the Company and each other Affiliated Employer which adopts the Plan with the consent of the Company.

1.15 Employer Contribution

"**Employer Contribution**" means the amounts that an Employer contributes to the Plan as provided under Article IV.

1.16 Entry Date

"**Entry Date**" means the first day of the month after an Eligible Employee completes 30 days of employment with an Affiliated Employer.

1.17 ERISA

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.18 Highly Compensated Employee

"**Highly Compensated Employee**" means a "highly compensated active employee" or a "highly compensated former employee" as defined hereunder.

A "highly compensated active employee" means any Employee who performs services for an Affiliated Employer during the Plan Year and who (i) was a five percent owner at any time during the Plan Year or the "look back year" or (ii) received "compensation" from an Affiliated Employer during the "look back year" in excess of $80,000 (subject to adjustment annually at the same time and in the same manner as under Code section 415(d)).

A "highly compensated former employee" includes any Employee who (1) separated from service from all Affiliated Employers (or is deemed to have separated from service from all Affiliated Employers) prior to the Plan Year, (2) performed no services for any Affiliated Employer during the Plan Year, and (3) was a "highly compensated active employee" for either the separation year or any Plan Year ending on or after the date the Employee attains age 55, as determined under the rules in effect under Code section 414(q) for such year.

The determination of who is a Highly Compensated Employee hereunder shall be made in accordance with the provisions of Code section 414(q) and the regulations thereunder.

For purposes of this definition, the following terms have the following meanings:

(a) An Employee's "compensation" means compensation as defined in Code section 415(c)(3) and regulations thereunder.

(b) The "look back year" means the 12-month period immediately preceding the Plan Year.

1.19 Hour of Service

"Hour of Service" means the following:

(a) Each hour for which the Employee is paid, or is entitled to payment, for the performance of duties as an Employee of an Affiliated Employer;

(b) Each hour for which the Employee is paid, or is entitled to payment, on account of a period of time during which the Employee performs no duties (regardless of whether employment has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that not more than 501 Hours of Service shall be credited under this subsection (b) to any Employee on account of a single continuous period during which such Employee does not perform duties;

(c) Each hour not otherwise described herein for which back pay (regardless of mitigation of damages) is awarded or agreed to by an Affiliated Employer; provided, however, that not more than 501 Hours of Service shall be credited under this subsection (c) to any Employee on account of a back-pay award covering a single continuous period during which such Employee has not, or would not have, performed duties;

(d) Each hour of service with a Predecessor Employer; and

(e) Each hour not otherwise described herein that is recognized as an Hour of Service by an Affiliated Employer pursuant to written and nondiscriminatory rules, subject to such conditions and limitations as the Company may adopt.

Solely for purposes of determining whether an Employee incurs a break in service under any provision of this Plan, the Administrator shall credit each Employee who is on an unpaid absence due to Maternity or Paternity Leave or as required under the Family and Medical Leave Act with the hours of service under this Section that the Employee would receive if the Employee were paid during the period of absence, or, if the Administrator cannot determine the number of hours of service the Employee would receive, eight hours per day during the period of absence; provided, however, that the Administrator shall credit only the number of hours of service (up to 501 hours) necessary to prevent the Employee from incurring a break in service.

Hours of Service shall be allocated to the applicable computation period pursuant to the regulations adopted by the U.S. Department of Labor and set forth in 29 C.F.R. §§ 2530.200b-2(b) and (c) which are incorporated herein by reference. The number of Hours of Service to be credited under subsection (b) or (c) above with respect to a period during

which the Employee does not perform duties shall also be determined in accordance with such regulations.

1.20 Leased Employee

"**Leased Employee**" means a person, other than an employee, who performs services for an Affiliated Employer (the "recipient") pursuant to an agreement between the recipient and any other person (the "leasing organization") on a substantially full-time basis for a period of at least one year, provided that such services are performed under primary direction of or control by the recipient; provided that Leased Employee shall not include an excludible leased employee as defined under section 414(n) of the Code.

1.21 Matching Contribution

"**Matching Contribution**" means any Employer Contribution made to the Plan on account of a Participant's Elective Contribution as provided in Article IV, other than any such contribution that is designated by an Employer as a Qualified Matching Contribution.

1.22 Maternity/Paternity Leave

"Maternity/Paternity Leave" means a leave of absence from employment with an Employer due to an Employee's pregnancy, the birth of the Employee's child, the placement of a child with the Employee in connection with the Employee's adoption of the child, or the care of the child immediately following the child's birth or adoption. An Employee's absence from employment will not be considered a Maternity/Paternity Leave unless the person furnishes the Administrator such timely information as may reasonably be required to establish that the absence was for one of the purposes enumerated in this paragraph and the number of days of absence attributable to such purpose.

1.23 Nonelective Contribution

"Nonelective Contribution" means a contribution (other than a Qualified Nonelective Contribution or a Qualified Matching Contribution) made by the Employer in its discretion, as provided in Article IV.

1.24 Normal Retirement Age

"Normal Retirement Age" means age 65.

1.25 Normal Retirement Date

"**Normal Retirement Date**" means the date a Participant attains age 65.

1.26 Participant

"**Participant**" means any person who has an Account under the Plan.

1.27 Plan

"**Plan**" means this Renown Health Retirement Savings Plan, as it may be amended from time to time.

1.28 Plan Year

"**Plan Year**" means the 12-consecutive-month period ending each December 31.

1.29 Predecessor Employer

"**Predecessor Employer**" means

(a) A predecessor of an Employer, provided that the Employer maintains a qualified plan of such predecessor organization; or

(b) Any employer (other than an organization described in paragraph (a)) so designated by the Administrator in an appendix to the Plan. The Administrator shall designate the purposes for which such service with such employer shall be recognized under the Plan.

1.30 Qualified Matching Contribution

"**Qualified Matching Contribution**" means a Matching Contribution made to the Plan as provided in Article IV that is 100% vested when made and may be taken into account to satisfy the limitations on Elective Contributions made by Highly Compensated Employees under Article V.

1.31 Qualified Nonelective Contribution

A "**Qualified Nonelective Contribution**" means any Employer Contribution made to the Plan as provided in Article V that is 100% vested when made and may be taken into account to satisfy the limitations on Elective Contributions and/or Matching Contributions made by or on behalf of Highly Compensated Employees, other than Qualified Matching Contributions.

1.32 Required Beginning Date

"**Required Beginning Date**" means:

(a) for a Participant who is not a five percent owner, April 1 of the calendar year following the calendar year in which occurs the later of (i) the Participant's attainment of age 70-1/2 or (ii) the Participant's Severance Date.

(b) for a Participant who is a five percent owner, April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2.

A Participant is a "five percent owner" if he is a five percent owner, as defined in Code section 416(i) and determined in accordance with Code section 416, but without regard to whether the Plan is top-heavy, for the Plan Year ending with or within the calendar year in which the Participant attains age 70-1/2. The Required Beginning Date of a Participant who is a "five percent owner" hereunder shall not be redetermined if the Participant ceases to be a five percent owner as defined in Code section 416(i) with respect to any subsequent Plan Year.

1.33 Rollover Contribution

"**Rollover Contribution**" means any rollover contribution to the Plan made by a Participant as provided under Article III.

1.34 Salary Reduction Agreement

"Salary Reduction Agreement" means an agreement affirmatively entered into between a Participant and his Employer pursuant to which Elective Contributions shall be made for the Participant's benefit.

1.35 Severance Date

"**Severance Date**" means the earlier of (i) the date on which an Employee retires, dies, or his employment with all Affiliated Employers is otherwise terminated, (ii) the first anniversary of the first date of a period during which he is absent from work with all Affiliated Employers for any other reason, or (iii) notwithstanding (ii) above, the second anniversary of the first day of a Maternity/Paternity Leave. An Employee who terminates employment with or is absent from work with all Affiliated Employers on account of qualified military service shall not incur a severance date if such Employee is eligible for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"") and he returns to work with an Affiliated Employer within the period during which he retains such reemployment rights. If the Employee does not return to work within such period, his Severance Date shall be the earlier of the date which is one year after his absence commenced or the last day of the period during which he retains such reemployment rights.

1.36 Sub-Account

"**Sub-Account**" means any individual sub-account of a Participant's Account that is maintained as provided in Article VI.

1.37 Trust

"**Trust**" means the trust maintained by the Trustee under the Trust Agreement.

1.38 Trust Agreement

"**Trust Agreement**" means the agreement entered into between the Company and the Trustee relating to the holding, investment, and reinvestment of the assets of the Plan, together with all amendments thereto.

1.39 Trustee

"**Trustee**" means the trustee appointed by the Board of Directors of the Company or selected by the Administrator as set forth in the Trust Agreement, or any successor thereto.

1.40 Trust Fund

A "**Trust Fund**" means any fund maintained under the Trust by the Trustee.

1.41 Valuation Date

"**Valuation Date**" means each day of the Plan Year.

1.42 Year of Vesting Service

"**Year of Vesting Service**" means service credited to a Participant for the purpose of determining his vested interest in any Employer Contributions. A year of vesting service means a whole year of service with the Employer (whether or not consecutive) commencing with the Participant's date of employment or the Participant's date of reemployment in the case of a Participant who is rehired following a period of termination that exceed 12 months. In determining a Participant's number of whole years of service, non-successive periods of service shall be aggregated and periods of less than a whole year shall be aggregated on the basis that 365 years of employment equals a whole year of service (whether or not those periods are consecutive. Years of Vesting Service include years of service prior to the original effective date of this Plan, and service with a Predecessor Company as determined by the Company.

ARTICLE II

ELIGIBILITY AND PARTICIPATION

2.1 Eligibility

Each Employee who was a Participant immediately prior to January 1, 2016 shall continue to be a Participant on January 1, 2016.

All Employees are eligible for the Plan except members of the excluded class. The "excluded class" means:

(a) An Employee who is a member of a collective bargaining unit covered by a collective bargaining agreement unless the collective bargaining agreement provides for the Employee's participation in this Plan.

(b) An Employee who is paid on a per diem basis.

(c) A Leased Employee.

(d) A self-employed individual.

(e) An Employee who is a participant in the Renown Health Retirement Income Plan.

2.2 Commencement of Participation

An Eligible Employee shall commence participation in the Plan on the first day of the month after completion of 30 consecutive days of employment, measured from the date the Employee first performs an Hour of Service.

2.3 Duration of Participation

A Participant will remain a Participant for as long as an Account is maintained for his benefit, or until his death, if earlier. Notwithstanding the preceding sentence, no contributions shall be made and no forfeitures shall be allocated with respect to a Participant who is not an Eligible Employee. In the event a Participant remains an Employee but ceases to be an Eligible Employee, such Employee will again become eligible for contributions immediately upon again becoming an Eligible Employee. In the event an Employee who is not an Eligible Employee becomes an Eligible Employee, such Employee will become a Participant immediately upon becoming an Eligible Employee, provided the conditions of Section 2.1 have been satisfied. A Participant or former Participant who is reemployed as an Eligible Employee shall again become eligible for contributions immediately upon again becoming an Eligible Employee.

2.4 Notification Concerning New Eligible Employees

The Employer shall notify the Administrator as soon as practicable when an Employee becomes an Eligible Employee.

ARTICLE III

EMPLOYEE CONTRIBUTIONS

3.1 Elective Contributions

Each Participant may enter into a Salary Reduction Agreement with his Employer specifying that a designated whole percentage from 2% to 75% of his Compensation will be contributed to the Trust each payroll period as an Elective Contribution. By agreeing to Elective Contributions, the Participant agrees to a reduction in Compensation by the percentage designated and the Employer agrees in consideration of such reduction to contribute an equivalent amount to the Trust.

A Participant's Elective Contributions for a calendar year may not exceed the applicable dollar limitation set forth in section 402(g) of the Code, except to the extent permitted under Section 3.2 and section 414(v) of the Code.

3.2 Catch-Up Contributions

A Participant who has attained age 50 before the close of the Plan Year shall be eligible to make "catch-up contributions" in accordance with, and subject to the limitations of, Code section 414(v). Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code sections 402(g) and 415. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of catch-up contributions.

3.3 Form and Manner of Elections

Each Salary Reduction Agreement shall be in the form (which may be electronic or written) prescribed or approved by the Administrator. A Participant may change or revoke his Salary Reduction Agreement by filing a new Salary Reduction Agreement with the Administrator or its designee by the 20th of the month to become effective at the beginning of the first full pay period of the following month.

Effective June 1, 2015, a Participant may enter into, change, suspend or revoke a Salary Reduction Agreement by filing a new Salary Reduction Agreement with the Administrator or its designee. A Salary Reduction Agreement shall be effective with respect to Compensation payable as of the following pay period after the day the completed Agreement is submitted (or such subsequent day as may be specified in the Agreement), or as soon thereafter as administratively feasible.

3.4 Payment of Elective Contributions

Elective Contributions will be paid in cash to the Trust as soon as such contributions can reasonably be segregated from the general assets of the Employer.

3.5 Rollover Contributions

An Eligible Employee (including an Employee who has not yet satisfied the service requirement of Section 2.2) may make a direct Rollover Contribution to this Plan from:

(a) A qualified plan described in section 401(a) or section 403(a) of the Code, excluding after-tax employee contributions;

(b) An annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions; or

(c) An eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state.

An Employee may make an indirect Rollover Contribution of an eligible rollover distribution to this Plan from any of the plans described in (a)-(c) above or from:

(d) An individual retirement account or annuity described in section 408(a) or section 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

The Administrator may require the Employee to furnish satisfactory evidence that the contribution is an eligible rollover contribution.

ARTICLE IV

EMPLOYER CONTRIBUTIONS

4.1 Matching Contributions

The Employer in its sole discretion may make a Matching Contribution to the Plan for each pay period on behalf of each Participant on whose behalf it made an Elective Contribution for such period. The amount of the Matching Contribution shall be equal to a uniform percentage, as determined by the Employer in its discretion and in a nondiscriminatory manner, of the Elective Contributions other than Catch-up Contributions made for such period on behalf of all similarly situated Participants. The Employer may change such percentage during the year and may exclude Elective Contributions in excess of a specified percentage of the Participant's Compensation in determining the amount and allocation of Matching Contributions. The Employer shall not match Elective Contributions in excess of the applicable dollar limitation in section 402(g) of the Code.

4.2 Eligibility for Matching Contributions

A Participant will be eligible for an allocation of Matching Contributions if he or she is an Employee and not a member of the excluded class (as defined in Article II) on the first Entry Date which coincides with or follows the date on which the Employee completes at least 1,000 Hours of Service within a consecutive 12-month period. Such consecutive 12-month period shall commence on the earliest date on which the Employee first performed an Hour of Service for the Employer and the first day of each Plan Year commencing after such date. For these purposes, "Entry Date" means the first day of the payroll period.

4.3 Allocation of Matching Contributions

Each payroll period the Committee shall allocate any discretionary Matching Contributions to the Matching Contribution Accounts of eligible Participants in proportion to the Elective Contributions of such Participants for such period.

4.4 Nonelective Contributions

The Company in its discretion shall determine whether a Nonelective Contribution shall be made to the Trust for a Plan Year, and if so, the amount to be contributed.

4.5 Allocation of Nonelective Contributions

Any Nonelective Contribution for a Plan Year shall be allocated among and credited to the Nonelective Contribution Accounts of Participants who either (i) completed 1,000 or more Hours of Service during the Plan Year or (ii) retired after reaching Normal Retirement Age, died or became Disabled during the Plan Year, in proportion to their relative amounts of Compensation for that portion of the Plan Year during which they were both a Participant and an Eligible Employee.

4.6 Qualified Nonelective Contributions and Qualified Matching Contributions

To the extent necessary to satisfy the Code section 401(k) limits with respect to Elective Contributions or the Code section 401(m) limits with respect to Matching Contributions, the Company, in its discretion, may determine whether a Qualified Nonelective Contribution and/or a Qualified Matching Contribution shall be made to the Trust for a Plan Year and, if so, the amount to be contributed. The provisions of this Section 4.6 shall apply only to the extent consistent with the testing methodology used for the Plan Year under Sections 5.2 and 5.5.

ARTICLE V

LIMITS ON CONTRIBUTIONS

5.1 Maximum Annual Deferral Amount and Correction of Excess Deferrals

A Participant's Elective Contributions for a calendar year, together with his elective deferrals (as defined in section 402(g)(3) of the Code) under all other plans, contracts and arrangements of an Affiliated Employer or any other employer, shall not exceed the maximum dollar limit in effect under section 402(g) of the Code (as adjusted for cost of living increases pursuant to sections 402(g)(5) and 415(d) of the Code). Such limit for the calendar year beginning January 1, 2015 is $18,000. In the event that the Employer determines that the reduction percentage elected by a Participant in his salary reduction agreement will result in his exceeding the Code section 402(g) limit, the Employer, after withholding the maximum amount permitted under section 402(g), shall suspend the Participant's Elective Contributions for the remainder of the taxable year.

If a Participant's Elective Contributions under this Plan and his elective deferrals under all other plans, contracts or arrangements maintained by an Affiliated Employer or any other employer for the calendar year exceed the annual deferral limit under section 402(g) of the Code, the Participant may, by written notice to the Administrator by the following March 1, notify the Administrator that such excess deferral has occurred, designate all or a portion of the amount that exceeds the section 402(g) limit ("Excess Deferral") as attributable to the Plan and request that the amount be distributed. To the extent that a Participant's Elective Contributions are determined to be reduced, Elective Contributions, plus any income or minus any loss attributable thereto for the calendar year to which the Excess Deferrals relate, shall be distributed to the Participant no later than April 15 following the close of the calendar year. Excess Deferrals distributed to the Participant shall not be included in the determination of the Participant's Annual Addition for the year the amounts were contributed. Matching Contributions that are attributable to the distributed Elective Contributions, plus any income and minus any losses attributable thereto, shall be forfeited.

If Elective Contributions are distributed to a Participant in accordance with this Section, Matching Contributions that are attributable to the distributed Elective Contributions, plus any income and minus any losses attributable thereto, shall be forfeited by the Participant no earlier than the date on which distribution of Elective Contributions pursuant to this Section occurs and no later than the last day of the Plan Year following the Plan Year for which the Matching Contributions were made.

5.2 Section 401(k)(3) Limits on Elective Contributions of Highly Compensated Employees

Elective Contributions made under the Plan are subject to the limits of Code section 401(k)(3). The Plan provisions relating to the section 401(k)(3) limits are to be interpreted and applied in accordance with Code section 401(k)(3) and the regulations thereunder, which are hereby incorporated by reference.

For each Plan Year, the Administrator will determine the "actual deferral ratio" for each Participant who is eligible for Elective Contributions. The actual deferral ratio shall be the ratio, calculated to the nearest one-hundredth of 1%, of the Elective Contributions (plus any Qualified Nonelective Contributions or Qualified Matching Contributions, or both, treated as Elective Contributions) made on behalf of the Participant for the Plan Year to the Participant's Compensation for the applicable period.

The actual deferral ratios for all Highly Compensated Employees who are eligible for Elective Contributions for a Plan Year shall be averaged to determine the actual deferral percentage for the highly compensated group, and the actual deferral ratios for all Employees who are not Highly Compensated Employees but who are eligible for Elective Contributions for the Plan Year shall be averaged to determine the actual deferral percentage for the nonhighly compensated group. The actual deferral percentages must satisfy at least one of the following tests:

(a) The actual deferral percentage for the highly compensated group does not exceed 125% of the actual deferral percentage for the nonhighly compensated group; or

(b) The excess of the actual deferral percentage for the highly compensated group over the actual deferral percentage for the nonhighly compensated group does not exceed two percentage points, and actual deferral percentage for the nonhighly compensated group does not exceed twice the actual deferral percentage of the nonhighly compensated group.

The tests in (a) and (b) above shall be applied using the actual deferral percentages for the current Plan Year for both the highly compensated group and the nonhighly compensated group. Notwithstanding the foregoing, the Administrator may elect, in accordance with and subject to such limitations as may be imposed under section 401(k)(3), applicable regulations and Internal Revenue Service guidance, to use the actual deferral percentage for the nonhighly compensated group for the immediately preceding Plan Year.

If, prior to the time all Elective Contributions for a Plan Year have been contributed to the Trust, the Administrator determines that Elective Contributions are being made at a rate that will cause the Code section 401(k)(3) limits to be exceeded for the Plan Year, the Administrator may, in its sole discretion, limit the amount of Elective Contributions to be made with respect to one or more Highly Compensated Employees for the balance of the Plan Year by suspending or reducing Elective Contribution elections to the extent the Administrator deems appropriate. Any Elective Contributions that would otherwise be made to the Trust shall instead be paid to the affected Participant in cash.

5.3 Determination and Allocation of Excess Elective Contributions

In the event that the Code section 401(k)(3) limits have not been met for a Plan Year after all contributions for the Plan Year have been made, the Administrator will determine the amount of excess contributions with respect to Participants who are Highly Compensated Employees. To do so, the Administrator will perform the following computation (which shall be used solely to determine the aggregate amount to be distributed under Section 5.4

and not the amount to be distributed to any individual): First, the actual deferral ratio of the Highly Compensated Employee with the highest actual deferral ratio shall be reduced to the extent necessary to (i) enable the Plan to satisfy the Code section 401(k)(3) limits or (ii) cause such employee's actual deferral ratio to equal the actual deferral ratio of the Highly Compensated Employee with the next highest actual deferral ratio, and then this process will be repeated until the Plan satisfies the Code section 401(k)(3) limits.

5.4 Distribution of Excess Contributions

The aggregate amount of reductions determined under Section 5.3, adjusted for allocable income, shall be distributed, first, to the Highly Compensated Employees with the highest dollar amounts of Elective Contributions, pro rata, in an amount equal to the lesser of (i) the total amount of excess contributions for the Plan Year determined under Section 5.3 or (ii) the amount necessary to cause the amount of such Employees' Elective Contributions to equal the amount of the Elective Contributions of the Highly Compensated Employees with the next highest dollar amount of Elective Contributions. This process is repeated until the aggregate amount distributed under this Section 5.4 equals the amount of excess contributions determined under Section 5.3. Income allocable to excess contributions for the Plan Year is equal to the allocable gain or loss for the Plan Year of the individual, but not allocable gain or loss for the period between the end of the Plan Year and the date of distribution.

5.5 Section 401(m) Limit on Matching Contributions of Highly Compensated Employees

Matching Contributions made under the Plan are subject to the limits of Code section 401(m). The Plan provisions relating to the Code section 401(m) limits are to be interpreted and applied in accordance with Code section 401(m) and the regulations thereunder, which are hereby incorporated by reference.

For each Plan Year, the Administrator will determine the "actual contribution ratio" for each Participant who is eligible for Matching Contributions. The actual contribution ratio shall be the ratio, calculated to the nearest one-hundredth of 1%, of the sum of the Matching Contributions and Qualified Matching Contributions that are not treated as Elective Contributions made on behalf of the Participant for the Plan Year to the Participant's Compensation for the applicable period.

The actual contribution ratios for all Highly Compensated Employees who are eligible for Matching Contributions for a Plan Year shall be averaged to determine the actual contribution percentage for the highly compensated group, and the actual contribution ratios for all Employees who are not Highly Compensated Employees but who are eligible for Matching Contributions for the Plan Year shall be averaged to determine the actual contribution percentage for the nonhighly compensated group. The actual contribution percentages must satisfy at least one of the following tests:

(a) The actual contribution percentage for the highly compensated group does not exceed 125% of the actual contribution percentage for the nonhighly compensated group; or

(b) The excess of the actual contribution percentage for the highly compensated group over the actual contribution percentage for the nonhighly compensated group does not exceed two percentage points, and actual contribution percentage for the nonhighly compensated group does not exceed twice the actual contribution percentage of the nonhighly compensated group.

The tests in (a) and (b) above shall be applied using the actual contribution percentages for the current Plan Year for both the highly compensated group and the nonhighly compensated group.

If, prior to the time all Matching Contributions for a Plan Year have been contributed to the Trust, the Administrator determines that Matching Contributions are being made at a rate that will cause the Code section 401(m) limits to be exceeded for the Plan Year, the Administrator may, in its sole discretion, limit the amount of such contributions to be made with respect to one or more Highly Compensated Employees to the extent the Administrator deems appropriate.

5.6 Determination and Allocation of Excess Aggregate Contributions

In the event that the Code section 401(m) limits have not been met for a Plan Year after all contributions for the Plan Year have been made, the excess of the aggregate amount of the Matching Contributions (and any Qualified Matching Contribution, Qualified Nonelective Contributions or Elective Contributions taken into account in computing the actual contribution percentages) actually made on behalf of Highly Compensated Employees for the Plan Year over the maximum amount of such contributions permitted under Code section 401(m)(2) shall be considered to be "excess aggregate contributions." The Administrator shall determine the amount of excess aggregate contributions. To do so, the Administrator will perform the following computation (which shall be used solely to determine the aggregate amount to be distributed under Section 5.7 and not the amount to be distributed to any individual): First, the actual contribution ratio of the Highly Compensated Employee with the highest actual contribution ratio shall be reduced to the extent necessary to (i) enable the Plan to satisfy the Code section 401(m) limits or (ii) cause such employee's actual contribution ratio to equal the actual contribution ratio of the Highly Compensated Employee with the next highest actual contribution ratio, and then this process will be repeated until the Plan satisfies the Code section 401(m) limits.

5.7 Distribution of Excess Aggregate Contributions

The aggregate amount of reductions determined under Section 5.6 shall be distributed, first, to the Highly Compensated Employees with the highest dollar amounts of Matching Contributions (and any Qualified Matching Contributions, Qualified Nonelective Contributions, or Elective Contributions taken into account in computing actual contribution percentages), pro rata, in an amount equal to the lesser of (i) the total amount of excess aggregate contributions for the Plan Year determined under Section 5.6 or (ii) the amount necessary to cause the amount of such Employees' Matching Contributions to equal the amount of the Matching Contributions (and any Qualified Matching Contributions, Qualified Nonelective Contributions, or Elective Contributions taken into

account in computing actual contribution percentages) of the Highly Compensated Employees with the next highest dollar amount of Matching Contributions (and any Qualified Matching Contributions, Qualified Nonelective Contributions, or Elective Contributions taken into account in computing actual contribution percentages). This process is repeated until the aggregate amount distributed under this Section 5.7 equals the amount of excess contributions determined under Section 5.6. Income on excess aggregate contributions shall be distributed in accordance with applicable regulations. Excess aggregate contributions shall be treated as employer contributions for purposes of Code sections 401(a)(4), 404 and 415 even if distributed from the Plan. To the extent a Participant would receive a distribution of excess aggregate contributions pursuant to this Section which related to Matching Contributions in which the Participant does not have a vested interest, such portion of the excess aggregate contributions shall be forfeited.

5.8 Code Section 415 Limits on Contributions and Forfeitures

Section 415 of the Code and the regulations thereunder are hereby incorporated by reference.

Except to the extent permitted under Section 3.2 and Code section 414(v), the annual addition that may be contributed or allocated to a Participant's Account under the Plan for any limitation year shall not exceed the lesser of:

(a) $40,000, as adjusted for increases in the cost-of-living under Code section 415(d), or

(b) 100% of the Participant's compensation, within the meaning of Code section 415(c)(3), for the limitation year. The compensation limit referred to in this subsection (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code section 401(h) or 419A(f)(2)) which is otherwise treated as an annual addition.

For purposes of applying the limitation described above, the "limitation year" shall be the Plan Year.

Payments made by the later of 2-1/2 months after a Participant's severance from employment or the end of the limitation year that includes the date of the Participant's severance from employment shall be included in the Participant's compensation for purposes of section 415 if absent the Participant's severance from employment, such payments would have been made to the Participant while the Participant continued in employment with the Employer and are regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments.

The Participant's section 415 compensation shall also include salary continuation payments to a Participant during a period of qualified military service (as defined in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the Participant

would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

If the annual addition to the Account of a Participant in any limitation year would otherwise exceed the amount that may be applied for his benefit under the limitation contained in this Section, the Employer shall correct such excess annual additions in accordance with the Employee Plans Compliance Resolution System under Revenue Procedure 2013-12 (or any successor thereto).

5.9 Application of Code Section 415 Limits Where Participant is Covered Under Other Qualified Defined Contribution Plan

If a Participant is covered by any other qualified defined contribution plan (whether or not terminated) maintained by an Affiliated Employer concurrently with the Plan, and if the annual additions for the limitation year would otherwise exceed the amount that may be applied for the Participant's benefit under the limitation contained in the preceding Section, such excess shall be reduced first by reducing annual additions under the Plan as provided in the preceding Section. If the limitation contained in the preceding Section still is not satisfied, such excess shall be reduced as provided in the defined contribution plans other than the Plan.

ARTICLE VI

PARTICIPANT ACCOUNTS

6.1 Accounts

All contributions made under the Plan shall be credited to an Account established by the Trustee for each Participant, in accordance with procedures established in writing by the Administrator.

A Participant's Account may be divided into such separate, individual Sub-Accounts as are necessary or appropriate to reflect the Participant's interest in the Trust. Such Sub-Accounts shall include, to the extent applicable:

(a) An Elective Contribution Account.

(b) A Matching Contributions Account.

(c) A Nonelective Contributions Account.

(d) A Qualified Matching Contributions Account.

(e) A Qualified Nonelective Contributions Account.

(f) A Rollover Contributions Account.

(g) A PERS Rollover Account for the contributions a Participant made to this Plan as of November 17, 1985 attributable to employee contributions refunded by the Public Employees' Retirement System of the State of Nevada.

(h) A Special Make-Up and Incentive Contributions Account.

6.2 Adjustment of Accounts

As of each Valuation Date, each Account will be adjusted to reflect the fair market value of the assets allocated to the Account. In so doing:

(a) each Account balance will be increased by the amount of contributions, income and gain allocable to such Account since the prior Valuation Date; and

(b) each Account balance will be decreased by the amount of distributions from the Account and expenses and losses allocable to the Account since the prior Valuation Date.

Any expenses relating to a specific Account or Accounts, including without limitation, commissions or sales charges with respect to an investment in which the Account participates, may be charged solely to the particular Account or Accounts.

6.3 Finality of Determinations

The Trustee shall have exclusive responsibility for determining the value of each Account maintained hereunder. The Trustee's determinations thereof shall be conclusive upon all interested parties.

6.4 Investment Elections

Each Participant's Account shall be invested by the Trustee as the Participant directs from among such investment options as the Company may make available from time to time. The Company may change the investment options offered under the Plan at any time, including with respect to already invested amounts. The Administrator shall prescribe the manner in which investment directions may be made or changed, the dates as of which they shall be effective, and the allocation of Accounts as to which no directions are submitted. Any other assets of the Trust not specified above in this Section shall be invested by the Trustee in accordance with the Administrator's instructions.

Notwithstanding any other provision of this Section to the contrary, the Administrator may prescribe such rules restricting Participants' investment elections as it deems necessary or appropriate to preclude excessive or abusive trading or market timing.

If a Participant fails to make an investment election, his Account shall be invested as directed by the Administrator.

6.5 Deposit of Contributions

All contributions made on a Participant's behalf shall be deposited in the Trust and allocated among the Investment Funds in accordance with the Participant's currently effective investment election. If no investment election is recorded with the Administrator at the time contributions are to be deposited to a Participant's Account, his contributions shall be allocated among the investment options as directed by the Administrator.

6.6 ERISA Section 404(c) Compliance

The Plan is intended to constitute a plan described in ERISA section 404(c) and regulations issued thereunder, and shall be administered and interpreted in a manner consistent with that intent. In accordance with ERISA section 404(c), the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by a Participant, his Beneficiary, or an alternate payee under a qualified domestic relations order.

6.7 No Life Insurance Contracts

A Participant's Account may not be invested in life insurance contracts on the life of the Participant.

6.8 Notification

Within a reasonable period of time after the end of each calendar quarter, the Administrator shall notify each Participant and Beneficiary of the value of his Account.

6.9 Participant Loans

The Administrator shall establish a Participant loan policy, not inconsistent with the express provisions of this Section 6.9, and may amend or terminate such policy. The loan policy shall be deemed a part of the Plan. Any Participant loans shall be made in accordance with such policy. The loan policy must be in writing and shall include:

(a) The identity of the persons authorized to administer the loan program;

(b) A procedure for applying for a loan;

(c) The basis on which loans will be approved or denied;

(d) Limitations on the types and amounts of loans available;

(e) The procedure for determining a reasonable rate of interest;

(f) The type of collateral which may secure the loan; and

(g) The events constituting default and the steps the Plan will take to preserve the Plan assets in the event of a default.

Loans shall not be made available to eligible Participants who are Highly Compensated Employees in an amount greater than the amount made available to other eligible Participants.

ARTICLE VII

VESTING OF ACCOUNTS

7.1 Immediate Vesting of Certain Accounts

A Participant will at all times be 100% vested in his Elective Contributions Account, Rollover Contributions Account, Employer Special Make-Up and Incentive Contributions Account, PERS Rollover Account, Qualified Nonelective Contributions Account and Qualified Matching Contributions Account.

7.2 Deferred Vesting of Other Accounts

A Participant's vested interest in his Matching Contributions and Nonelective Employer Contributions Accounts shall be determined in accordance with the following schedule:

Years of Vesting Service	Vested Percentage	Forfeited Percentage
Less than 2	0%	100%
2, but less than 3	25%	75%
3, but less than 4	50%	50%
4, but less than 5	75%	25%
5 or more	100%	0%

7.3 Special Vesting Rules

If a Participant is employed by an Affiliated Employer when he attains Normal Retirement Age, dies or becomes Disabled, he shall be 100% vested in his Nonelective Contributions Account and his Matching Contributions Account. A Participant shall also be 100% vested in his Employer Contributions Accounts upon the termination of the Plan or the complete cessation of contributions to the Plan.

7.4 Forfeitures

Any portion of a Participant's Account that is not vested upon the Participant's severance from employment for any reason shall be forfeited as of the earlier of:

(a) The expiration of five consecutive Plan Years during each of which the Participant does not complete 501 Hours of Service, or

(b) The distribution of the vested portion of the Participant's Account if such distribution is made as a result of the Participant's severance from employment.

A Participant who terminates employment with all Affiliated Employers prior to earning a vested interest in any of his Accounts shall be deemed to have received a complete distribution of his vested interest on the date he terminates employment.

7.5 Effect of Reemployment

Notwithstanding Section 7.4, if a Participant forfeits any portion of his Account as a result of the complete distribution of the Account but thereafter returns to employment with an Employer, the amount forfeited will be recredited to the Participant's Account if he repays to the Plan the entire amount distributed, without interest, prior to the earlier of (i) the close of the fifth consecutive Plan Year in each of which the Participant does not complete at least 501 Hours of Service; or (ii) the fifth anniversary of the date on which the Participant is reemployed.

In the case of a Participant who had earlier terminated employment prior to earning a vested interest in any of his Accounts and was deemed to have received a distribution of such vested interest, the amount forfeited will be restored upon the Participant's reemployment prior to the close of the fifth consecutive Plan Year in each of which the Participant does not complete at least 501 Hours of Service.

A Participant's vested percentage in the amount recredited under this Section will thereafter be determined under the terms of the Plan as if no forfeiture had occurred. The money required to effect the restoration of a Participant's Matching and Nonelective Contributions Accounts shall come from forfeitures during the Plan Year of restoration which would otherwise be allocated under Section 7.6, and to the extent such funds are inadequate, from Nonelective Contributions for the Plan Year.

7.6 Application of Forfeitures

All forfeitures attributable to Matching Contributions shall be used to reduce Matching Contributions for the Plan Year in which the forfeitures occurs and, if necessary, the following Plan Years. All forfeitures attributable to Nonelective Contributions shall be allocated to reduce Matching Contributions for the Plan Year in which the forfeiture occurs, and if necessary, the following Plan Years.

7.7 Election of Former Vesting Schedule

If the Company adopts an amendment to the Plan that affects the computation of a Participant's vested interest in his Employer Contributions Account, any Participant with three or more Years of Vesting Service shall have a right to have his vested interest in his Employer Contributions Account continue to be determined under the vesting provisions in effect prior to the amendment rather than under the new vesting provisions, unless the vested interest of the Participant in his Employer Contributions Account under the Plan as amended is not at any time less than such vested interest determined without regard to the amendment. A Participant shall exercise his right under this Section by giving written notice of his exercise thereof to the Administrator within 60 days after the latest of (i) the date he receives notice of the amendment from the Administrator, (ii) the effective date of

the amendment, or (iii) the date the amendment is adopted. Notwithstanding the foregoing, a Participant's vested interest in his Employer Contributions Account on the effective date of such an amendment shall not be less than his vested interest in his Employer Contributions Account immediately prior to the effective date of the amendment.

ARTICLE VIII

IN-SERVICE WITHDRAWALS

8.1 Rollover Contributions

A Participant may withdraw all or any portion of his Rollover Contributions Account, PERS Rollover Account, or Special Make-Up and Incentive Contribution Accounts at any time with prior written notice to the Administrator.

8.2 Hardship Withdrawals

A Participant who is employed by an Employer and who is determined by the Administrator to have incurred a hardship in accordance with the provisions of this Article may elect, subject to the limitations and conditions prescribed in this Article, to make a cash withdrawal from his Elective Contributions Account, excluding any earnings credited to such Account after December 31, 1988.

8.3 Hardship Determination

The Administrator shall grant a hardship withdrawal only if it determines on the basis of written evidence furnished by the Participant that the withdrawal is necessary to meet an immediate and heavy financial need of the Participant. Such evidence shall also indicate the amount of such need. An immediate and heavy financial need of the Participant means a financial need on account of:

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

(b) payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for the Participant, the Participant's spouse, the Participant's children, the Participant's dependent (as defined in section 152 of the Code) or the Participant's primary beneficiary;

(c) medical expenses previously incurred by or necessary to obtain medical care (as defined in section 213(d) of the Code) for the Participant, the Participant's spouse, any dependent of the Participant or the Participant's primary beneficiary;

(d) the need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence.

(e) payments for burial or funeral expenses for the Participant's deceased parent, spouse, dependent or primary beneficiary;

(f) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under section 165 of the Code (determined without regard to whether the loss exceeds 10 percent of the Participant's adjusted gross income); or

(g) such other hardship as shall be designated by the Secretary of the Treasury for the safe harbor definition of hardship.

For purposes of this Section, "primary beneficiary" means an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account balance under the Plan upon the Participant's death.

The Administrator shall approve the withdrawal only if it determines that the Participant has obtained all other distributions (other than hardship distributions) and all nontaxable loans currently available under the Plan and all other plans maintained by an Affiliated Employer.

8.4 Effect of Hardship Withdrawal

If a Participant receives a hardship distribution from his Elective Contribution Account, then any salary reduction election or any other cash or deferred or employee contribution election in effect with respect to the Participant under the Plan or any other plan maintained by an Affiliated Employer shall be suspended for the 6-month period beginning with the date the Participant receives the distribution.

8.5 Qualified Reservist Distributions

A qualified reservist distribution may be made from the Account of a Participant who is ordered or called to active duty after September 11, 2001 if (i) the Participant was by reason of being a member of a reserve component, as defined in section 101 of Title 37, United States Code, ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (ii) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

ARTICLE IX

AMOUNT AND DISTRIBUTION OF BENEFITS

9.1 Amount of Plan Benefits

A Participant's benefit under the Plan shall include such Participant's entire vested interest in his Account.

9.2 Distributions to Participants

A Participant's vested Account shall be distributed to the Participant following the Participant's severance from employment with all Affiliated Employers for any reason other than death.

9.3 Time of Distribution

Distribution with respect to a Participant's severance from employment will normally be made as soon as practicable after the Participant's Severance Date. In the case of a Participant whose vested portion of his Accounts (exclusive of Rollover Contributions, PERS Rollovers, Special Make-Up and Incentive Contribution Accounts and earnings attributable thereto) is valued in excess of $5,000 and who has not yet attained Normal Retirement Age, distribution may not be made under this Section unless:

(a) Between 30 and 180 days prior to the date distribution is to be made, the Administrator notifies the Participant in writing of his right to defer distribution until his Normal Retirement Age, his right to make a direct rollover, and the forms of distribution available under the Plan; and

(b) After the information described in (a) has been provided to him, the Participant consents in writing to the distribution.

Distribution of the Participant's Account may commence fewer than 30 days after such notice is provided to the Participant if (i) the Administrator clearly informs the Participant of his right to consider his election of whether or not to make a direct rollover or to receive a distribution prior to his Normal Retirement Date for a period of at least 30 days following his receipt of the notice and (ii) the Participant, after receiving the notice, affirmatively elects an early distribution.

In the event such Participant fails to consent to a distribution at the time of his severance from employment, the Participant may later request a distribution of all or a portion of his vested Accounts, and distribution shall be made, provided that the consent requirements of this Section are then satisfied.

Distribution under this Section will in all events be made no later than the 60th day after the close of the Plan Year in which occurs the later of the Participant's Severance Date or the Participant's attainment of Normal Retirement Age.

9.4 Mandatory Distribution of Small Accounts

If the Participant's vested portion of his Accounts (exclusive of Rollover Contributions, PERS Rollovers, Special Make-Up and Incentive Contribution Accounts and earnings attributable thereto) is valued at more than $1,000 but not more than $5,000, the Administrator will automatically, without the Participant's consent, distribute the Participant's vested Account in a direct rollover of the balance of the Account to a traditional (non-Roth) IRA selected by the Administrator.

9.5 Distributions to Beneficiaries

If a Participant dies prior to his severance from employment with all Affiliated Employers, the Participant's Beneficiary shall receive distribution of the Participant's vested interest in his Account in cash in a lump sum as soon as practicable following the Participant's death (but in no event later than December 31 of the calendar year following the year of the Participant's death).

If a Participant dies after severance from employment but before the complete distribution of his Accounts has been made, the Participant's Beneficiary will receive distribution of the Participant's vested Accounts. Distribution will be made in a lump sum as soon as practicable following the Participant's death (but no later than December 31 of the calendar year following the Participant's death).

9.6 Required Commencement of Distribution

Distribution of a Participant's vested interest in his Account shall commence to the Participant no later than the Participant's Required Beginning Date. The provisions of this Section 9.5 take precedence over any inconsistent provisions of the Plan. All distributions required under the Plan and this Section 9.5 will be determined and made in accordance with Code section 401(a)(9), including the minimum distribution incidental benefit requirements, and the final Treasury Regulations under Code section 401(a)(9), the provisions of which are hereby incorporated.

(a) Time and Manner of Distribution

A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(b) Required Minimum Distributions During a Participant's Lifetime

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year: 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 Participant's Account balance 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, and

(B) if the Participant's sole designated Beneficiary for a Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's 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) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death: Required minimum distributions will be determined under this subsection (b) beginning with the first Distribution Calendar Year and up to and including the "distribution calendar year" that includes the Participant's date of death.

(c) Distributions to Beneficiaries When Participant Dies Before Distributions Begin

(1) If a Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, in accordance with the following rules:

(A) Except as provided in paragraph (B) below, the Participant's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(B) If a distribution option other than lump sum is available to Beneficiaries under the Plan, the Participant's designated Beneficiary may elect to receive distributions according to the life expectancy rules described in paragraphs (i) through (iii) below. Subject to the special rules for commencement of distributions to a spouse who qualifies as sole designated Beneficiary contained in subsection (2), such election must be made no later than September 30 following the calendar year of the Participant's death.

(i) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(ii) The minimum amount that will be distributed to the designated Beneficiary for each Distribution Calendar Year during the designated Beneficiary's lifetime is the quotient obtained by dividing the Participant's Account balance by the designated Beneficiary's remaining life expectancy.

(iii) The designated Beneficiary's remaining life expectancy is determined for the first Distribution Calendar Year using the Single Life Table in section 1.401(a)(9)-9 of the Treasury Regulations, and the designated Beneficiary's age as of his or her birthday in the calendar year immediately following the calendar year of the Participant's death. In subsequent Distribution Calendar Years, the designated Beneficiary's remaining life expectancy is determined as follows:

(I) if the Participant's spouse is not the Participant's sole designated Beneficiary, the life expectancy determined above is reduced by one for each calendar year that has elapsed after the calendar year immediately following the calendar year of the Participant's death.

(II) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy shall be re-determined for each subsequent Distribution Calendar Year using the Single Life Table in section 1.401(a)(9)-9 of the Treasury Regulations, and the designated Beneficiary's age as of the designated Beneficiary's birthday in the Distribution Calendar Year.

(2) If a Participant's spouse is a sole designated Beneficiary with respect to all or any portion of the Participant's interest, and a distribution option other than lump sum is available to Beneficiaries under the Plan, the following rules apply:

(A) Such spouse may elect to receive distributions according to the life expectancy rule described in subsection (c)(1)(B) above and delay distribution commencement until the later of:

(i) December 31 of the calendar year immediately following the calendar year in which the Participant died; or

(ii) December 31 of the calendar year in which the Participant would have attained age 70-1/2.

(B) The spouse's election to delay distribution commencement must be made no later than September 30 of the calendar year in which distribution would be required to begin under subsection (c)(1)(A) or subsection (c)(2)(A), whichever is earlier.

(3) For purposes of subsection (c)(2), a Participant's spouse qualifies as a sole designated Beneficiary if he or she is:

(A) entitled to the entire interest in the Participant's Account or a segregated portion of such Account; and

(B) no other designated Beneficiary is entitled to any portion of that interest unless the spouse dies prior to receiving full distribution of that interest.

(4) If the Participant's spouse is a sole designated Beneficiary with respect to all or any portion of the Participant's interest and the spouse dies after the Participant but before distributions to either the Participant or the spouse begin, the rules described above shall be applied with respect to the interest for which the spouse was the sole designated Beneficiary, substituting the date of the spouse's death for the date of the Participant's death.

(5) Notwithstanding any other provision of Section 9.5(c) to the contrary, if there is no designated Beneficiary as of September 30 of the calendar year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Distributions to Beneficiaries When the Participant Dies After Distributions Have Begun

(1) When a Participant dies after having commenced receiving distribution in a form other than lump sum, minimum distributions for Distribution Calendar Years beginning after the Participant's death will be determined as follows:

(A) When 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 Participant's Account balance by the longer of:

(i) the remaining life expectancy of the Participant, calculated using the Single Life Table set forth in section 1.401(a)(9)-9 of the Treasury Regulations and the age of the Participant in the year of death, reduced by one for each subsequent year; or

(ii) the remaining life expectancy of the designated Beneficiary, as determined in subsection (c)(1)(B)(iii) above.

(B) When 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 each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing

the Participant's Account balance by the Participant's remaining life expectancy calculated using the Single Life Tables set forth in section 1.401(a)(9)-9 of the Treasury Regulations and the age of the Participant in the year of death, reduced by one for each subsequent year.

(e) Definitions

The following definitions apply for purposes of this Section 9.5:

(1) "Designated Beneficiary" means the individual who is designated as the Participant's Beneficiary under Article XI and is the designated beneficiary under Code section 401(a)(9) and section 1.401(a)(9)-1 of the Treasury regulations.

(2) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required.

(A) The first Distribution Calendar Year designation will depend on whether distributions begin before or after the Participant's death:

(i) 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.

(ii) 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 9.5(c).

(B) The timing of the required minimum distribution for a Distribution Calendar Year will be as follows:

(i) The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date.

(ii) 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" means a Participant or Beneficiary's life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(4) "Account balance" means:

(A) The Participant's Account balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (the Valuation Calendar Year), adjusted as follows:

(i) Such Account balance shall be increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the Valuation Calendar Year after the Valuation Date.

(ii) Such Account balance shall be decreased by distributions made in the Valuation Calendar Year after the Valuation Date.

(B) The Account balance 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.

9.7 Waiver of 2009 Required Minimum Distributions

For the 2009 Distribution Calendar Year, the Plan will permit an affected Participant to elect whether to receive for 2009: (i) no distribution; (ii) the 2009 required minimum distribution; or (iii) any amount other than the 2009 required minimum distribution. However, if the Participant fails to make an election, the Plan will distribute the 2009 required minimum distribution to the Participant. This election affects Participants who otherwise would receive an installment equal or substantially similar to the amount Code section 401(a)(9) would require the Plan to distribute for the 2009 distribution calendar year in the absence of this provision. This election does not affect lump sum distributions or other distributions determined without regard to Code section 401(a)(9). For purposes of this Section, "Participant" includes alternate payees of a Participant and Beneficiaries of a deceased Participant.

ARTICLE X

FORMS OF PAYMENT

10.1 Forms of Payment

A Participant or his Beneficiary may elect to receive payment of the Participant's vested Account in the form of a single lump sum, a direct rollover, or a combination of a lump sum payment and a direct rollover. If the Participant or Beneficiary does not elect a form of distribution, the Administrator shall direct the Trustee to distribute the Participant's vested Account in a lump sum..

10.2 Direct Rollover

Notwithstanding any provision of the Plan to the contrary, a "distributee" may elect in writing, in accordance with rules prescribed by the Administrator, to have a portion or all of any "eligible rollover distribution" paid directly by the Plan to the "eligible retirement plan" designated by the distributee. Any such payment by the Plan to another eligible retirement plan shall be a direct rollover.

Notwithstanding the foregoing, a distributee may not elect a direct rollover with respect to an eligible rollover distribution if the total value of such distribution is less than $200. For purposes of this Section, the following terms have the following meanings:

(a) An "eligible retirement plan" means an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), or a qualified trust described in Code section 401(a) that accepts rollovers; provided, however, that, in the case of a direct rollover by a surviving spouse, an eligible retirement plan does not include a qualified trust described in Code section 401(a). Effective with respect to distributions made after December 31, 2001 an "eligible retirement plan" shall also mean 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 and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code section 414(p). Effective January 1, 2008, "eligible retirement plan" includes a Roth individual retirement account described in Code section 408A(b), subject to the restrictions of Code section 408A(c)(3)(B) for tax years beginning prior to January 1, 2010.

(b) An "eligible rollover distribution" means any distribution of all or any portion of the balance of a Participant's Account; provided, however, that an eligible rollover distribution does not include the following:

(i) any distribution to the extent such distribution is required under Code section 401(a)(9).

(ii) any hardship distribution.

Effective with respect to distributions made after December 31, 2001, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), or to a qualified defined contribution plan described in Code section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible, or (effective January 1, 2008) a Roth individual retirement account described in Code section 408A(b), subject to the restrictions of Code section 408A(c)(3)(B) for tax years beginning prior to January 1, 2010.

(c) A "distributee" means a Participant, his surviving spouse, or his spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Code section 414(p). Effective for Plan Years beginning after December 31, 2009, distributee includes a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code section 401(a)(9)(E) (including a trust), provided that a non-spouse Beneficiary may elect a direct rollover of any portion of a payment that otherwise qualifies as an eligible rollover distribution under subsection (b) above solely to an individual retirement account or an individual retirement annuity under Code section 408 that satisfies the requirements for an inherited IRA described in section 402(c)(11) of the Code.

10.3 Annuity Form of Distribution

Certain married Participants and their survivors may receive payments in the form of a joint and survivor annuity or a qualified preretirement annuity, as provided in Appendix B.

ARTICLE XI

BENEFICIARIES

11.1 Designation of Beneficiary

Each Participant shall, in accordance with rules prescribed by the Administrator, designate a person or persons as the Beneficiary who will receive any distribution payable under the Plan in the event of the Participant's death. The Participant may change the designation of a Beneficiary from time to time in accordance with procedures established by the Administrator. Notwithstanding the foregoing, a married Participant's Beneficiary shall be his spouse, unless the Participant designates a person or persons other than his spouse as Beneficiary with his spouse's written consent. For purposes of this Section, a Participant shall be treated as unmarried and spousal consent shall not be required if the Participant is not married on his Benefit Payment Date. In the event the Participant designates his spouse as his Beneficiary and they subsequently divorce, the designation of the spouse shall be null and void.

If no Beneficiary has been designated pursuant to the provisions of this Section, or if no Beneficiary survives the Participant and he has no surviving spouse, then the Beneficiary shall be the Participant's estate. If a Beneficiary dies after becoming entitled to receive a distribution under the Plan but before distribution is made to him in full, and if the Participant has not designated another Beneficiary to receive the balance of the distribution in that event, the estate of the deceased Beneficiary shall be the Beneficiary as to the balance of the distribution.

11.2 Spousal Consent

Any spousal consent given pursuant to this Article shall be in writing and shall be witnessed by a Plan representative (if permitted by the Administrator) or by a notary public. The spousal consent shall acknowledge the effect of the action taken, must specify the particular non-spouse Beneficiary being designated (including any class of Beneficiaries or any contingent Beneficiaries) and must stipulate that such Beneficiary may not be changed without written spousal consent. Any other provision of the Plan notwithstanding, no spousal consent shall be required if (a) it is established to the satisfaction of the Administrator that there is no spouse or that the spouse cannot be located or (b) the Participant is legally separated or has been abandoned (within the meaning of local law) and has an appropriate court order, unless a qualified domestic relations order provides otherwise. If the spouse is legally incompetent to give consent, the spouse's legal guardian (including the Participant) may give consent. Any written consent given or deemed to have been given by a Participant's spouse hereunder shall be valid only with respect to the spouse who signs the consent.

ARTICLE XII

ADMINISTRATION

12.1 Employee Benefits Review Committee as Administrator

The Company has designated the Employee Benefits Review Committee as the Administrator to administer the Plan. The Committee shall be comprised of at least one person. Members of the Committee shall serve at the pleasure of the Company. Vacancies due to resignation, removal or other termination shall be filled by the Company. Members of the Committee need not be employees of an Employer or Participants in the Plan. The Committee shall meet at least twice a year. The Committee, if comprised of more than one member, may designate one of its members as its Chairman. The Chairman shall keep minutes of the Committee's proceedings. The Committee shall act by agreement of vote of a majority of its members at a meeting or by unanimous written consent of its members without a meeting. The Chairman or any one or more members of the Committee may be authorized by the Committee to sign documents on behalf of the Committee. The Company shall furnish written notice to the Trustee of the names of the Committee members authorized to sign documents on the Committee's behalf.

No member of the Committee may participate in any decision by the Committee which involves solely his own interest as a Participant in the Plan.

12.2 General Powers and Duties of Administrator

The Administrator shall have absolute discretionary authority to determine all questions regard the interpretation, application and administration of the Plan. Without limiting the powers set forth above, the Administrator shall have the following powers:

(a) To construe the terms of the Plan;

(b) To determine all factual and legal questions;

(c) To determine eligibility of any person to participate in the Plan;

(d) To determine eligibility for benefits;

(e) To make rules relating to the administration of the Plan;

(f) To authorize all disbursements from the Trust;

(g) To establish reasonable procedures to determine the status of domestic relations orders as qualified domestic relations orders and to administer distributions under qualified orders. Such procedures shall be in writing and shall comply with the provisions of Code section 414(p) and the Treasury regulations issued thereunder;

(h) To correct any error or defect, supply any omission, or reconcile any inconsistency it deems necessary to carry out the purposes of the Plan;

(i) To delegate any of its responsibilities, where appropriate, to the Human Resources Department or to other employees of the Company;

(j) To retain such accountants, attorneys, actuaries, consultants or other persons to render advice or to perform services under the plan as it shall determine to be necessary or desirable; and

(k) To make any and all amendments to the Plan on behalf of the Company.

12.3 Claims Review Procedure

Whenever a claim for benefits under the Plan filed by any person (herein referred to as the "Claimant") is denied, whether in whole or in part, the Administrator shall provide a written notice of such decision to the Claimant within 90 days of the date the claim was filed or, if special circumstances require an extension and written notice is provided to the Claimant before the expiration of the initial 90-day period of the need for an extension, within 180 days of such date. In the case of a claim regarding Disability, the notice of denial shall be provided within 45 days of the date the claim was filed, which period may be extended twice for up to 30 days, for a total of up to 105 days.

The notice of denial of the claim shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of: (i) the specific reasons for the denial of the claim, (ii) specific reference to pertinent Plan provisions on which the denial is based, (iii) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary, (iv) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim, (v) a description of the review procedures and in the event of an adverse review decision, a statement describing any voluntary review procedures and the Claimant's right to obtain copies of such procedures, and (vi) a statement that there is no further administrative review following the initial review, and that the Claimant has a right to bring a civil action under ERISA section 502(a) if the Administrator's decision on review is adverse to the Claimant. The notice shall also include a statement advising the Claimant that, within 60 days of the date on which he receives such notice (180 days for a claim regarding Disability), he may obtain review of such decision in accordance with the procedures hereinafter set forth.

In the case of the denial of a claim regarding Disability, if an internal rule, guideline, protocol or similar criterion is relied upon in making the adverse determination, then the denial notice to the Claimant will either set forth the internal rule, guideline, protocol or similar criterion, or will state that such was relied upon and will be provided free of charge to the Claimant upon request (to the extent not legally privileged) and if the Claimant's claim was denied based on a medical necessity or experimental treatment or similar exclusion or limit, then the Claimant will be provided a statement either explaining the decision or indicating that an explanation will be provided to the Claimant free of charge upon request.

Within the 60-day (180-day) appeal period, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Administrator a written request therefore, which request shall contain the following information:

(a) the date on which the Claimant's request was filed with the Administrator; provided, however, that the date on which the Claimant's request for review was in fact filed with the Administrator shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this paragraph;

(b) the specific portions of the denial of his claim which the Claimant requests the Administrator to review;

(c) a statement by the Claimant setting forth the basis upon which he believes the Administrator should reverse the previous denial of his claim for benefits and accept his claim as made; and

(d) any written material (offered as exhibits) which the Claimant desires the Administrator to examine in its consideration of his position as stated pursuant to subsection (c) of this Section.

Within 60 days of the date determined pursuant to subsection (a) of this Section or, if special circumstances require an extension, within 120 days of such date (but no more than a total of 45 days from such date in the case of a claim regarding Disability), the Administrator shall conduct a full and fair review of the decision denying the Claimant's claim for benefits and shall render its written decision on review to the Claimant. The Administrator's decision on review shall be written in a manner calculated to be understood by the Claimant and shall specify the reasons and Plan provisions upon which the Administrator's decision was based and shall include a statement of the Claimant's right to bring a civil action under ERISA section 502(a) following the denial on review. In the case of a claim regarding Disability, the Administrator's decision on review will identify any medical or vocational expert whose advice was relied upon in making the benefit determination and include an explanation of the clinical basis of the determination or a statement that such explanation will be provided free of charge upon request. The entity or individual appointed by the Administrator to review the claim will consider the appeal de novo, without any deference to the initial benefit denial; and the review shall not include any person who participated in the initial benefit denial or who is the subordinate of a person who participate in the initial benefit denial.

12.4 Indemnification

The Company may, but shall not be required to, purchase insurance to satisfy any potential fiduciary liability of the Administrator. To the extent permitted by ERISA, the Company may also, but shall not be required to, indemnify the Administrator or any employee or employees of the Company to whom any power, authority, or responsibility is delegated pursuant to this Article against any liability actually and reasonably incurred by any such person or persons, including expenses, attorneys' fees, judgments, fines, and amounts paid in settlement (other than amounts paid in settlement not approved by the Company), in

connection with any threatened, pending or completed action, suit, or proceeding which is related to the exercising or failure to exercise by such person or persons of any of the powers, authority, responsibilities, or discretion as provided under the Plan, or reasonably believed by such person or persons to be provided hereunder, unless the same is judicially determined to be the result of such person or persons' gross negligence or willful misconduct. No payments to indemnify the Administrator or any other person hereunder may be made from the Trust.

ARTICLE XIII

AMENDMENT AND TERMINATION

13.1 Amendment

The Company may at any time and from time to time, by action of its Board of Directors, or such officers of the Company as are authorized by its Board of Directors, amend the Plan, either prospectively or retroactively. Any such amendment shall be by written instrument executed by the Company. The Company has delegated to the Committee the authority to make any and all amendments to the Plan and Trust on behalf of the Company.

13.2 Limitation on Amendment

The Company shall make no amendment to the Plan which shall decrease the accrued benefit of any Participant or Beneficiary, except that nothing contained herein shall restrict the right to amend the provisions of the Plan relating to the administration of the Plan and Trust. Moreover, no such amendment shall be made hereunder which shall permit any part of the Trust to revert to the Company or any Affiliated Employer or be used or be diverted to purposes other than the exclusive benefit of Participants and Beneficiaries. The Company shall make no retroactive amendment to the Plan unless such amendment satisfies the requirements of Code section 401(b) and/or section 1.401(a)(4)-11(g) of the Treasury regulations, as applicable.

13.3 Termination

The Company reserves the right, by action of its Board of Directors, to terminate the Plan or to suspend or discontinue at any time all contributions under the Plan. Upon termination of the Plan, the Trust Fund shall continue in existence until all assets have been distributed; provided, however, that the assets of the Plan shall be allocated in accordance with the requirements of section 403(d)(l) of ERISA. If no alternative defined contribution plan (as defined in section 1.401(k)-1(d)(4)(i) of the Treasury Regulations) is established or maintained, the Accounts of each Participant shall be distributed to such Participant (or to his Beneficiary) as provided in Article X.

13.4 Merger, Consolidation, or Transfer of Plan Assets

The Plan shall not be merged or consolidated with any other plan, nor shall any of its assets or liabilities be transferred to another plan, unless, immediately after such merger, consolidation, or transfer of assets or liabilities, each Participant in the Plan would receive a benefit under the Plan which is at least equal to the benefit he would have received immediately prior to such merger, consolidation, or transfer of assets or liabilities (assuming in each instance that the Plan had then terminated).

ARTICLE XIV

GENERAL PROVISIONS

14.1 No Employment Rights

Nothing in the Plan shall be deemed to give any individual any right to remain in the employ of an Employer or to affect the right of such Employer to terminate such individual's employment at any time.

14.2 No Guarantees

The Employers, the Administrator, and the Trustee do not guarantee the Trust from loss or depreciation, nor do they guarantee the payment of any amount which may become due to any person hereunder.

14.3 Expenses of Plan

The Administrator may direct the Trustee to pay from the Trust any or all reasonable expenses of administering the Plan or Trust. The Administrator will determine what constitutes a reasonable expense of administering the Plan or Trust and whether such expenses shall be paid from the Trust. Any such expenses not paid out of the Trust will be paid by the Company. Notwithstanding the foregoing, the Company may direct that administrative expenses that are allocable to the Account of a specific Participant shall be paid from that Account and that the costs incident to the management of the assets of an investment fund or to the purchase or sale of securities held in an investment fund shall be paid by the Trustee from such investment fund.

14.4 Duty to Furnish Information

The Employers, the Administrator, and the Trustee shall furnish to any of the others any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties hereunder or otherwise imposed by law.

14.5 Return of Contributions to an Employer

Notwithstanding any other provision of the Plan or the Trust Agreement to the contrary, in the event any contribution of an Employer made hereunder is made under a mistake of fact, such contribution may be returned to the Employer within one year after the payment of the contribution.

14.6 Trust Agreement

The Trust Agreement and the Trust maintained thereunder shall be deemed to be a part of the Plan as if fully set forth herein and the provisions of the Trust Agreement are hereby incorporated by reference into the Plan.

14.7 Restrictions on Alienation

Except as provided in Code section 401(a)(13)(B) (relating to qualified domestic relations orders), Code section 401(a)(13)(C) and (D) (relating to offsets ordered or required under a criminal conviction involving the Plan, a civil judgment in connection with a violation or alleged violation of fiduciary responsibilities under ERISA, or a settlement agreement between the Participant and the Department of Labor in connection with a violation or alleged violation of fiduciary responsibilities under ERISA), section 1.401(a)-13(b)(2) of the Treasury regulations (relating to Federal tax levies and judgments), or as otherwise required by law, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either at law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his benefits under the Plan, or any part thereof, and any attempt to do so shall be void.

14.8 Distribution Pursuant to Qualified Domestic Relations Orders

Notwithstanding any other provision of the Plan to the contrary, distribution may be made to an alternate payee pursuant to the terms of a domestic relations order which the Administrator determines to be a qualified domestic relations order ("QDRO"), as defined in Code section 414(p), regardless of whether the Participant is otherwise entitled to receive a distribution under the Plan. A QDRO will not fail to be a QDRO solely because the order is issued after, or modifies, another domestic relations order or QDRO, or solely because of the time at which the order is issued, including after the annuity starting date or the Participant's death.

14.9 Compliance with USERRA

Notwithstanding any provision of the Plan to the contrary, with regard to an Employee who after serving in the uniformed services is reemployed within the time required by USERRA, contributions shall be made and benefits and service credit shall be provided under the Plan with respect to his or her qualified military service (as defined in section 414(u)(5) of the Code) in accordance with section 414(u) of the Code. Furthermore, notwithstanding any provision of the Plan to the contrary, Participant loan payments may be suspended during a period of qualified military service.

In accordance with section 401(a)(37) of the Code, effective January 1, 2007, the survivors of a Participant who dies while performing qualified military service shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that they would have received under the Plan had the Participant resumed employment with the Employer and then terminated employment on account of death.

14.10 Facility of Payment

If the Administrator finds that any individual to whom an amount is payable hereunder is incapable of attending to his financial affairs because of any mental or physical condition, including the infirmities of advanced age, such amount (unless prior claim therefore shall have been made by a duly qualified guardian or other legal representative) may, in the discretion of the Administrator, be paid to another person for the use or benefit of the individual found incapable of attending to his financial affairs or in satisfaction of legal obligations incurred by or on behalf of such individual. The Trustee shall make such payment only upon receipt of written instructions to such effect from the Administrator. Any such payment shall be charged to the Account from which any such payment would otherwise have been paid to the individual found incapable of attending to his financial affairs and shall be a complete discharge of any liability therefore under the Plan.

14.11 Inability to Locate Payee and Non-Negotiated Checks

If a distribution check has been issued and is outstanding for more than 180 days and the Administrator has been unable to locate the payee after reasonable efforts have been made to do so, then, except as otherwise specifically directed by the Administrator the amount of the check will be re-deposited to the Plan and forfeited. However, if the payee is subsequently located the check amount will be restored.

Any amount restored by the Administrator under this Section will be to an account established on the payee's behalf, without adjustment for investment gains or losses from the date of the forfeiture. If the Plan is joined as a party to escheat proceedings involving a forfeited amount or payee's account, the Plan will comply with the final judgment as if it were a claim filed by the Participant or Beneficiary and will make payment in accordance with the judgment.

14.12 Written Communications

Any communication among the Employers, the Administrator, and the Trustee that is stipulated under the Plan to be made in writing may be made in any medium that is acceptable to the receiving party and permitted under applicable law. In addition, any communication or disclosure to or from Participants and/or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Administrator and permitted under applicable law.

14.13 Gender and Number

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

14.14 Governing Law

The Plan and the Trust will be construed, administered and enforced according to the laws of the State of Nevada, to the extent such laws are not preempted by ERISA.

ARTICLE XV

TOP-HEAVY PROVISIONS

15.1 Application of Article

Notwithstanding any other provision of the Plan, this Article XV shall apply to any Plan Year in which the Plan is a top-heavy plan (as defined in section 416(g) of the Code) and shall remain in effect for the period in which the Plan is a top-heavy plan. This Article shall be interpreted and applied in accordance with section 416 of the Code, the provisions of which are incorporated.

15.2 Definitions

For purposes of this Article, the following terms shall have the following meanings:

"**Determination date**" with respect to any Plan Year means the last day of the preceding Plan Year, except that the determination date with respect to the first Plan Year of the Plan, shall mean the last day of such Plan Year.

"**Key employee**" means 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 an Employer or a Related Company having annual compensation greater than $130,000 (as adjusted under Code section 416(i)(1)), a five percent owner of an Affiliated Employer, or a one percent owner of an Affiliated Employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of Code section 415(c)(3). The determination of who is a key employee will be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

"**Non-key employee**" means any Employee who is not a "key employee".

"**Permissive aggregation group**" means those plans included in an Employer's required aggregation group together with any other plan or plans of the Employer, so long as the entire group of plans would continue to meet the requirements of Code sections 401(a)(4) and 410.

"**Required aggregation group**" means the group of tax-qualified plans maintained by an Employer or a Related Company consisting of each plan in which a key employee participates and each other plan that enables a plan in which a key employee participates to meet the requirements of Code section 401(a)(4) or Code section 410, including any plan that terminated within the five-year period ending on the relevant determination date.

15.3 Determination of Top-Heavy Status

If the aggregate amount allocated to the accounts of all key employees exceeds 60% of the aggregate amount allocated to the accounts of all Participants, the Plan will be deemed to be top-heavy for the Plan Year next following such determination date. For purposes of

this Section 15.3, the accounts of any employee who has not performed services for an Affiliated Employer during the one-year period ending on the determination date shall be disregarded. For purposes of making the foregoing determination, there shall be considered (i) all other qualified plans of all Affiliated Employers in which a key employee is a participant, (ii) all other plans which enable this Plan or plans described in (i) above to meet the requirements of Code section 401(a)(4) or Code section 410, and (iii) all other qualified plans that may have been terminated but which were maintained by the Employer within the five-year period ending on the determination date. There shall also be considered any distributions made with respect to any Participant within a one (1)-year period ending on the determination date. 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 "five (5)-year period" for "one (1)-year period."

15.4 Minimum Employer Contribution

If the Plan is determined to be top-heavy plan for a Plan Year, the Employer shall contribute to the Trust on behalf of each non-key employee who is an Eligible Employee and who is employed by an Affiliated Employer on the last day of the Plan Year: the lesser of (i) 3% of his compensation or (ii) the largest percentage of compensation that is allocated as an Employer Contribution and/or Elective Contribution for such Plan Year to the Account of any key employee; except that, in the event the Plan is part of a required aggregation group, and the Plan enables a defined benefit plan included in such group to meet the requirements of Code section 401(a)(4) or 410, the minimum allocation of Employer Contributions to each such non-key employee shall be 3% of the compensation of such non-key employee. A minimum allocation to a non-key employee required by this Section 15.4 shall be made without regard to his number of hours of service, his level of compensation, or whether he declined to make Elective Contributions.

No minimum contribution will be required with respect to a non-key employee who is also covered by another top-heavy defined contribution plan of an Affiliated Employer that meets the vesting requirements of Code section 416(b) and under whicht the employee receives the top-heavy minimum contribution.

In lieu of the minimum top-heavy allocation otherwise required under this Section, each non-key employee who is an Eligible Employee and is employed by an Affiliated Employer on the last day of a top-heavy Plan Year and who is also covered under a top-heavy defined benefit plan maintained by an Affiliated Employer will receive the top-heavy benefits provided under the defined benefit plan offset by the benefits provided under the Plan.

Employer Contributions allocated to a Participant's Account in accordance with this Section shall be considered annual additions under Article V for the limitation year for which they are made and shall be separately accounted for. Employer Contributions allocated to a Participant's Account shall be allocated upon receipt among the Investment Funds in accordance with the Participant's currently effective investment election.

15.5 Special Vesting

Each individual who was a Participant at any time during a Plan Year in which the Plan is determined to be top heavy shall have a fully vested and nonforfeitable interest in all of his Accounts upon completion of three Years of Vesting Service. In the event any Plan Year subsequent to a top-heavy Plan Year is not itself a top-heavy Plan Year, the foregoing special vesting schedule shall apply to amounts attributable to contributions made through the close of the last Plan Year that was a top-heavy Plan Year.

IN WITNESS WHEREOF, Renown Health has caused this Renown Health Retirement Savings Plan to be executed this 27 day of January, 2016 at Reno, Nevada by its duly authorized officer.

RENOWN HEALTH

By: _____

Title: VP Human Resources

APPENDIX A

SPECIAL RULES REGARDING ANNUITY AND CONSENT REQUIREMENTS

The following rules shall apply solely to: (a) Participants with respect to whom this Plan is a direct or indirect transferee plan from a plan which is subject to the survivor annuity requirements of section 417 of the Code, provided that these rules shall apply only to the amount so transferred and any earnings attributable to the transferred amount; and (b) Participants whose benefits under a defined benefit plan maintained by the Employer are offset by benefits provided under the Plan. For such Participants, the normal form of payment with respect to such amounts shall be a joint and survivor annuity as described in this Appendix B.

1. Definitions

As used in this Appendix B, the following terms have the following meanings:

"Qualified joint and survivor annuity" means a monthly annuity which is purchasable with the Participant's vested interest (reduced by the amount of any security interest held by the Plan by reason of a Participant loan) and which is payable (a) in the case of a married Participant, for the joint lives of the Participant and his spouse, with 50% of such annuity continued for the life of the survivor, and (b) in the case of a single Participant, for the life of the Participant.

"Qualified preretirement survivor annuity" means a monthly annuity which is purchasable with 50% of the Participant's vested interest (reduced by the amount of any security interest held by the Plan by reason of a Participant loan) determined as of the date of the Participant's death and which is payable for life to the Participant's surviving spouse.

"Annuity starting date" means the first day of the first period for which the Participant's vested interest is payable as an annuity (or, if the Participant's vested interest is payable in a form other than an annuity, his Benefit Payment Date).

"Vested interest" means that portion of the Participant's vested Account to which this Appendix B applies.

2. Qualified Joint and Survivor Annuity

Upon the Participant's severance from employment, the Administrator shall direct the Trustee to distribute the portion of the Participant's vested interest in the form of a qualified joint and survivor annuity unless the Participant makes a valid waiver election within the 180 day period ending on the annuity starting date. A Participant may waive the annuity form of distribution and elect to have his entire Plan benefit distributed in one of the forms available under Article X of the Plan by following the procedures described in this Appendix. If the annuity is not waived, the portion of the Participant's vested interest shall be paid in the form of a joint and survivor annuity payable for the life of the Participant, with a survivor annuity payable for the remaining life of the Participant's spouse which is 50%, 75% or 100% of the annuity payable during the Participant's life, as specified by the

Participant. Notwithstanding the foregoing, if the Participant's vested interest under the Plan derived from Elective and Employer Contributions does not exceed $5,000, the Administrator shall direct the Trustee to distribute the Participant's Account in accordance with Section 9.3.

3. Preretirement Survivor Annuity

If a married Participant dies prior to his annuity starting date, the Administrator will direct the Trustee to distribute the Participant's vested interest to the Participant's spouse in the form of a preretirement survivor annuity, unless the Participant has a valid waiver election in effect as provided in this Appendix B. The portion of the Participant's vested interest that is not distributable as a preretirement survivor annuity shall be distributed in accordance with Section 9.4. Notwithstanding the foregoing, if the Participant's vested interest under the Plan derived from Elective and Employer Contributions does not exceed $5,000, the Administrator shall direct the Trustee to distribute the Participant's Account in accordance with Section 9.3.

If the Participant has in effect a valid waiver election with respect to the preretirement survivor annuity, the Administrator shall direct the Trustee to distribute the Participant's vested interest in accordance with Article X.

The Participant's surviving spouse may elect in writing to have the Trustee distribute the preretirement annuity at any time after the Participant's death, subject to Section 9.5. The surviving spouse may alternatively elect, in lieu of such annuity, to receive the amount to be used to purchase a preretirement annuity in any form permitted under Article X. If the surviving spouse does not elect a time for commencement of the annuity, the Administrator shall direct the Trustee to commence the annuity on the 60th day after the end of the Plan Year, or as soon thereafter as administratively practicable.

4. Explanation of Waiver—Qualified Joint and Survivor Annuity

Between 30 and 180 days before the Participant's annuity starting date, the Administrator shall provide the Participant a written explanation of the terms and conditions of the qualified and joint survivor annuity, the Participant's right to make, and the effect of, an election to waive the joint and survivor form of benefit, the rights of the Participant's spouse regarding the waiver election and the Participant's right to make, and the effect of, a revocation of a waiver election. Such explanation shall be made in accordance with section 1.417(a)(3)-1 of the regulations under section 417 of the Code.

5. Waiver Requirements—Qualified Joint and Survivor Annuity

A married Participant's election to waive an annuity form of distribution is not valid unless (i) the Participant's spouse has consented in writing to the waiver election, the spouse's consent acknowledges the effect of the election, and a notary public or the Plan Administrator (or his representative) witnesses the spouse's consent, (ii) the spouse consents to the alternate form of payment designated by the Participant or to any change in that designated form of payment, and (iii) unless the spouse is the Participant's sole primary

Beneficiary, the spouse consents to the Participant's Beneficiary designation or to any change in the Participant's Beneficiary designation. The spouse's consent to a waiver of the qualified joint and survivor annuity is irrevocable unless the Participant revokes the waiver election. The spouse may execute a general consent to any form of payment designation or to any Beneficiary designation made by the Participant, if the spouse acknowledges the right to limit that consent to a specific designation but, in writing, waives that right.

The Administrator may accept as valid a waiver election which does not satisfy the spousal consent requirements if the Committee establishes that (i) the Participant does not have a spouse, (ii) the spouse is not locatable, (iii) the Participant is legally separated or has been abandoned (within the meaning of State law) and the Participant has a court order to that effect, or (iv) other circumstances exist under which the Secretary of the Treasury will excuse the consent requirement. If the Participant's spouse is legally incompetent to give consent, the spouse's legal guardian (even if the guardian is the Participant) may give consent.

6. Explanation of Waiver—Preretirement Survivor Annuity

Within the 3-year period commencing with the first day of the Plan Year in which the Participant attains age 32 or within the 1-year period commencing when he becomes a Participant (whichever ends later), and in accordance with the applicable regulations under section 417 of the Code, the Administrator shall provide to each Participant a written explanation of the qualified preretirement survivor annuity and the Participant's right to waive the qualified preretirement survivor annuity in accordance with the waiver requirements of this Appendix B with respect to the qualified joint and survivor annuity and the regulations under section 417 of the Code. Such explanation shall be comparable to the explanation above with respect to the qualified joint and survivor annuity and consistent with the requirements of the Treasury regulations under Code section 417.

7. Waiver Election—Preretirement Survivor Annuity

A Participant's election to waive the preretirement survivor annuity is not valid unless the Participant makes the waiver election no earlier than the first day of the Plan Year in which he attains age 35 and no later than his death, and the election satisfies the spousal consent requirements set forth above with respect to waiver of a qualified joint and survivor annuity, except that the spouse need not consent to the form of benefit payable to the designated Beneficiary. Notwithstanding the preceding sentence, the Administrator may also accept as valid a Participant's waiver election to the extent permitted by the Treasury regulations under section 417 of the Code. A waiver election under this paragraph is not valid unless made after the Participant has received the written explanation described in Paragraph 6 above.

CERTIFIED COPY OF RESOLUTION
OF THE
EMPLOYEE BENEFITS REVIEW COMMITTEE
OF
RENOWN HEALTH
RETIREMENT SAVINGS PLAN AND TRUST

The undersigned Chairman of the Employee Benefits Review Committee of Renown Health hereby certifies that the following resolution was adopted at a meeting of the Committee properly conducted on January 27, 2016.

RESOLVED, that the Committee adopt on behalf of all the companies that maintain the Plan and Trust, the restated Plan Document. The Plan Document has been updated from a Volume Submitter Plan Document to an Individual Plan Document and submitted to the Internal Revenue Service (IRS) for restatement. The language in the Plan Document has been streamlined; however, there were no material changes made.

RESOLVED FURTHER, that the restated Plan Document be effective January 1, 2016 in draft form, pending approval from the IRS.

Dated: January 27, 2016

Michelle Sanchez-Bickley, Chairperson

FIRST AMENDMENT
TO
RENOWN HEALTH RETIREMENT SAVINGS PLAN

[Amended and Restated Effective January 1, 2016]

The Renown Health Retirement Savings Plan, as amended and restated effective January 1, 2016 (the "Plan"), is amended as follows, effective April 1, 2018, pursuant to Section 13.1 of the Plan.

1. New Section 12.3, "Claim for Benefits," is added to the Plan, as follows:

12.3 Claim for Benefits

Any claim for benefits under the Plan by a Participant, Beneficiary or alternate payee ("Claimant") must be filed in writing with the Administrator within ninety (90) days after the occurrence of the facts or event on which the claim is based and shall set forth all facts in support of the claim and any other matters the Claimant deems pertinent. Any actions that the Claimant may take under the Plan's claims and appeals procedure may be taken by the Claimant's authorized representative.

The following sections of Article XII are renumbered accordingly.

2. Section 12.4 of the Plan (renumbered), "Claims Review Procedure," is deleted and the following Section 12.4 is substituted:

12.4 Claims Review Procedure for Non-Disability Claims

If the Administrator denies a claim for benefits in whole or in part, the Administrator shall transmit to the Claimant a written or electronic notice of its decision within ninety (90) days after the claim was filed, unless special circumstances require further time for processing and the Claimant is advised of the need for the extension before the expiration of the initial 90-day period. The notice of the need for an extension will specify the circumstances requiring a delay and the date that a decision is expected to be made, and describe any additional information needed to resolve any unresolved issues. Unless the Administrator requires additional information from the Claimant, the review period cannot be extended beyond an additional ninety (90) days from the end of the initial 90-day period.

Notice of Denial of Initial Claim. The notice of denial of the claim shall set forth, in a manner calculated to be understood by the Claimant: (i) the specific reasons for the denial; (ii) reference to the

specific provisions of the Plan on which the denial is based; (iii) a description of any information or material necessary for the Claimant to perfect the claim and an explanation of why the material is necessary; (iv) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim; (v) a description of the Plan's review procedures and the time limits applicable to such procedures; and (vi) a statement that if the Claimant requests a review of the Administrator's decision and the claim is denied on review, there is no further administrative review, and that the Claimant has a right to bring a civil action under ERISA Section 502(a).

Right to Appeal. The Claimant may request that the claim denial be reviewed by the Committee (or a reviewing fiduciary appointed by the Committee) by filing a written request for such review with the Administrator within sixty (60) days after the Claimant's receipt of notice of the denial. The request for review shall set forth the basis upon which the Claimant believes the Committee should review the denial of the claim and shall include any written comments, documents, records and other information which the Claimant wishes the Committee to review in its consideration of the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Review on Appeal. The Committee shall conduct a full and fair review of the Claimant's request for review within sixty (60) days after the filing of the request, or within one hundred twenty (120) days of that date if special circumstances require an extension and the Claimant is advised of the extension within the initial 60-day period, indicating the special circumstances requiring an extension of time and the date by which the Plan expects to render a decision. The review will take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Notice of Appeal Denial. In the event that the Committee denies the appeal in whole or in part, it shall provide written or electronic notice to the Claimant setting forth, in a manner calculated to be understood by the Claimant: (i) the specific reasons for the decision; (ii) reference to the specific provisions of the Plan on which the decision is based; (iii) a statement that the Claimant is entitled to receive, upon request and free of charge reasonable access to, and copies of all documents, records and other information relevant to the Claimant's claim; and (iv) a statement that the Claimant has the right to bring a civil action under ERISA Section 502(a).

2. New Section 12.5, "Claims Review Procedure for Disability Claims," is added to the Plan, as follows:

12.5 Claims Review Procedure for Disability Claims

If the Administrator denies a claim for a disability benefit in whole or in part, the Administrator shall transmit to the Claimant a written or electronic notice of its decision within forty-five (45) days after the claim was filed, unless special circumstances require an extension and the Claimant is advised of the need for the extension before the expiration of the initial 45-day period, in which case the time to respond may be extended for up to thirty (30) days. If additional time is required beyond the first 30-day extension, the time to respond may be extended for a second time for up to thirty (30) days, provided that the Claimant is advised of the need for the extension before the expiration of the first 30-day extension period. Any notice of extension will (i) specify the circumstances requiring the extension and the date a decision is expected to be rendered; (ii) explain the standards on which entitlement to a disability pension is based; (iii) state the unresolved issues that prevent a decision on the claim; and (iv) describe any additional information needed to resolve those issues. If the Committee requires additional information from the Claimant to process the claim for a disability pension and a timely notice is transmitted to the Claimant, the Claimant must provide the additional information within forty-five (45) days of the date that the notice is provided and the review period may be extended accordingly.

Notice of Denial of Initial Claim. The notice of denial of the claim shall set forth all of the information described in Section 12.4 with respect to a notice of denial of an initial non-disability claim. In addition, the notice of denial shall contain the following information: (i) either (a) if the claim denial is based on an internal rule, guideline, protocol or similar criterion, the internal rule, guideline, protocol or similar criterion, or a statement that such a rule, guideline, protocol or similar criterion was relied upon in denying the claim and that a copy thereof will be provided free of charge to the Claimant upon request or (b) an affirmative statement that the claim denial is not based on an internal rule, guideline, protocol or other similar criterion; (ii) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation is available upon request, free of charge; (iii) a discussion of the Committee's decision, including an explanation of the basis for disagreeing with or not following: (a) the views

presented by the Claimant of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant; (b) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the denial of the Claimant's claim, without regard to whether the advice was relied upon in making the benefit determination; and (c) any disability determination made by the Social Security Administration.

Right to Appeal. The Claimant may request that the claim denial be reviewed by the Committee (or a reviewing fiduciary appointed by the Committee) by filing a written request for such review with the Administrator within one hundred eighty (180) days after the Claimant's receipt the notice of denial. The request for review shall set forth the basis upon which the Claimant believes the denial of the claim should be reviewed and shall include any written comments, documents, records and other information which the Claimant wishes the Committee to review in its consideration of the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Review on Appeal. The Committee shall conduct a full and fair review of the Claimant's request for review within forty-five (45) days after the filing of the request, or within ninety (90) days of that date if special circumstances require an extension and the Claimant is advised of the extension within the initial 45-day period, indicating the special circumstances requiring an extension of time and the date by which the Plan expects to render a decision. The review will take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If the initial denial of the claim was based on a medical judgment, the Committee shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The entity or individual appointed by the Committee to review the claim will consider the appeal de novo, without any deference to the initial benefit denial; and the review shall not include any person who participated in the initial benefit denial or who is the subordinate of a person who participated in the initial benefit denial. The Committee will either provide the Claimant with a list of any medical or vocational experts whose advice was relied upon in making the initial claim denial, without regard to whether the advice was relied upon in making the benefit determination, or notify the Claimant that the Claimant may request in writing a list of such experts. If the Committee anticipates denying the Claimant's appeal based in whole or in part upon new or additional evidence or a new or additional rationale, the Committee shall

provide the Claimant, free of charge, with (i) any new or additional evidence considered, relied upon or generated by the Plan, the Committee, insurer or other person making the benefit determination (or at that person's direction) and (ii) if the denial is based on a new or additional rationale, the rationale. Such new or additional evidence or rationale shall be provided to the Claimant as soon as possible and sufficiently in advance of the date on which the denial notice is required to be provided to the Claimant to give the Claimant a reasonable opportunity to respond prior to that date.

Notice of Appeal Denial. In the event that the Committee denies the claim on appeal in whole or in part, the notice of denial of the claim for a disability benefit shall set forth all of the information described in Section 12.4 with respect to a notice of denial of the appeal of a non-disability claim. In addition, the notice of denial shall contain the following information: (i) either (a) if the claim denial is based on an internal rule, guideline, protocol or similar criterion, the internal rule, guideline, protocol or similar criterion, or a statement that such a rule, guideline, protocol or similar criterion was relied upon in denying the claim and that a copy thereof will be provided free of charge to the Claimant upon request or (b) an affirmative statement that the claim denial is not based on an internal rule, guideline, protocol or other similar criterion; (ii) if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation is available upon request, free of charge; (iii) a discussion of the Committee's decision, including an explanation of the basis for disagreeing with or not following: (a) the views presented by the Claimant of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant; (b) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the denial of the Claimant's claim, without regard to whether the advice was relied upon in making the benefit determination; and (c) any disability determination made by the Social Security Administration; and (iv) any applicable contractual limitations period that applies to the Claimant's right to bring a civil action under ERISA Section 502(a), including the calendar date on which the contractual limitations period expires for the claim.

3. New Section 12.6, "Exhaustion Required," is added to the Plan, as follows:

12.6 Exhaustion Required.

No civil action under ERISA Section 502(a) may be brought until the Claimant has exhausted the claims and appeals procedure under this Article XII. No civil action arising under, relating to, or resulting from the Plan may be brought more than four (4) years after the facts or event giving rise to the claim occurred or, if earlier, one (1) year after notice of denial of the claim on review is provided to the Claimant.

The following section of Article XII is renumbered accordingly.

4. Except as so amended, the provisions of the Plan shall continue in full force and effect.

To record this First Amendment to the Plan as set forth herein, Renown Health has caused its authorized officer to execute this amendment this 2 day of May, 2018.

RENOWN HEALTH

Michelle Sanchez-Bickley
Chairperson
Employee Benefits Review Committee

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CERTIFIED COPY OF RESOLUTIONS
OF THE
RENOWN HEALTH EMPLOYEE BENEFITS REVIEW COMMITTEE

[Adopt First Amendment to Renown Health Retirement Savings Plan]

The undersigned Chairman of the Employee Benefits Review Committee of Renown Health (the "Committee") hereby certifies that the following resolutions were adopted at a meeting of the Committee properly conducted on May 2, 2018.

WHEREAS, the Renown Health Retirement Savings Plan, as amended and restated effective January 1, 2016 (the "Plan"), requires a determination of whether a participant is disabled with respect to crediting certain hours of service, vesting upon termination and allocation of nonelective contributions; and

WHEREAS, the Plan provides for the Administrator to determine whether a participant has a disability; and

WHEREAS, the Department of Labor has issued final claims regulations applicable to plans providing disability benefits effective for claims filed on or after April 1, 2018; and

WHEREAS, the Committee wishes to amend the Plan to update and conform the Plan's claims procedures to the DOL claims regulations:

NOW, THEREFORE, BE IT RESOLVED, that the Committee hereby approves and adopts the First Amendment to the Renown Health Retirement Savings Plan in the form attached hereto, effective April 1, 2018.

FURTHER RESOLVED, that the proper officers of the Committee be, and each of them hereby is, authorized and directed in the name and on behalf of the Committee to take any and all such actions as they in their discretion deem appropriate or as any such officers may, with the advice of counsel, deem necessary or desirable to comply with applicable law and regulations, and otherwise carry out the intent of the resolutions.

DATED: May 2, 2018.

RENOWN HEALTH

Michelle Sanchez-Bickley
Vice President of Human Resources

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SECOND AMENDMENT
TO
RENOWN HEALTH RETIREMENT SAVINGS PLAN

[Amended and Restated Effective January 1, 2016]

The Renown Health Retirement Savings Plan, as amended and restated effective January 1, 2016 and subsequently amended by a first amendment thereto (the "Plan"), is amended effective August 1, 2018, pursuant to Section 13.1 of the Plan.

1. Section 4.2, "Eligibility for Matching Contributions," is deleted and the following Section 4.2 is substituted:

> **4.2 Eligibility for Matching Contributions**
>
> An Eligible Employee shall be eligible to participate in Matching Contributions on the first day of the month after the date the Employee completes 30 consecutive days of employment. For these purposes, the Employee's Entry Date means the first day of the first payroll period beginning with or immediately following the first day of such month.

2. Except as so amended, the provisions of the Plan shall continue in full force and effect.

To record this Second Amendment to the Plan as set forth herein, Renown Health has caused its authorized officer to execute this amendment this 11 day of July, 2018.

RENOWN HEALTH

Michelle Sanchez-Bickley
Chairperson
Employee Benefits Review Committee

CERTIFIED COPY OF RESOLUTIONS
OF THE
RENOWN HEALTH EMPLOYEE BENEFITS REVIEW COMMITTEE

[Adopt Second Amendment to Renown Health Retirement Savings Plan]

The undersigned Chairman of the Employee Benefits Review Committee of Renown Health (the "Committee") hereby certifies that the Committee voted to adopt the following resolutions via an email voting process following the May 2, 2018, meeting.

WHEREAS, the Renown Health Retirement Savings Plan, as amended and restated effective January 1, 2016 (the "Plan"), permits Eligible Employees to make Elective Contributions to the Plan as of the first day of the month following 30 consecutive days of employment; and

WHEREAS, the Plan requires that Participants complete at least 1,000 Hours of Service within a consecutive 12-month period to be eligible for Employer Matching Contributions; and

WHEREAS, the Committee wishes to amend the Plan to permit Participants to receive Matching Contributions as of the first day of the month after completing 30 consecutive days of employment, consistent with the eligibility service requirement for Elective Contributions:

NOW, THEREFORE, BE IT RESOLVED, that the Committee hereby approves and adopts the Second Amendment to the Renown Health Retirement Savings Plan in the form attached hereto, effective August 1, 2018.

FURTHER RESOLVED, that the proper officers of the Committee be, and each of them hereby is, authorized and directed in the name and on behalf of the Committee to take any and all such actions as they in their discretion deem appropriate or as any such officers may, with the advice of counsel, deem necessary or desirable to comply with applicable law and regulations, and otherwise carry out the intent of the resolutions.

DATED: 7/11, 2018.

RENOWN HEALTH

Michelle Sanchez-Bickley
Vice President of Human Resources

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THIRD AMENDMENT
TO
RENOWN HEALTH RETIREMENT SAVINGS PLAN

[Amended and Restated Effective January 1, 2016]

The Renown Health Retirement Savings Plan, as amended and restated effective January 1, 2016 and subsequently amended by a first amendment and a second amendment (the "Plan"), is amended effective January 1, 2019, pursuant to Section 13.1 of the Plan.

1. Section 8.2 of the Plan, "Hardship Withdrawals," is deleted and the following Section 8.2 is substituted:

> **8.2 Hardship Withdrawals**
>
> A Participant may make a request to the Administrator for an in-service distribution of his Elective Contributions on account of hardship, subject to the limitations and conditions prescribed in this Article. Any distribution of a Participant's Elective Contributions may include Qualified Nonelective Contributions (QNECs), Qualified Matching Contributions (QMACs), safe harbor contributions, and earnings on any of the foregoing amounts.

2. Section 8.3 of the Plan, "Hardship Determination," is amended by deleting subsection (g) and substituting the following subsection (g):

> (g) such other hardship as shall be designated by the Secretary of the Treasury from time to time as constituting immediate and heavy financial needs. Any hardship so designated shall automatically be incorporated into the Plan without the necessity of a Plan amendment.

3. Section 8.3 of the Plan, "Hardship Determination," is amended by deleting the last paragraph thereof and substituting the following last paragraph:

> The Administrator shall approve the withdrawal only if it determines that (i) the distribution does not exceed the amount of the immediate and heavy financial need (including amounts necessary to pay any income taxes or penalties resulting from the distribution) and (ii) the Participant has obtained all other currently available distributions from the Plan or any other plan maintained by the Employer, other than hardship distributions and loans.

4. Section 8.4 of the Plan, "Effect of Hardship Withdrawal," is deleted in its entirety, and the following section is renumbered accordingly.

5. Except as so amended, the provisions of the Plan shall continue in full force and effect.

To record this Third Amendment to the Plan as set forth herein, Renown Health has caused its authorized officer to execute this amendment this 30 day of October, 2019.

RENOWN HEALTH

Michelle Sanchez-Bickley
Chairperson
Employee Benefits Review Committee

4821-6825-7706.1 082204.1000

CERTIFIED COPY OF RESOLUTIONS
OF THE
RENOWN HEALTH EMPLOYEE BENEFITS REVIEW COMMITTEE

[Adopt Fourth Amendment to Renown Health Retirement Savings Plan]

The undersigned Chair of the Employee Benefits Review Committee of Renown Health (the "Committee") hereby certifies that the following resolutions were adopted at a meeting of the Committee duly convened and properly conducted on October 29, 2020.

WHEREAS, the Setting Every Community Up for Retirement Act of 2019 (the "SECURE Act"), enacted as part of the Further Consolidated Appropriations Act, 2020, raises the required minimum distribution age for certain retirement plan participants and modifies the required distribution rules for designated beneficiaries;

WHEREAS, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") provides that retirement plans may offer financial relief in the form of special in-service distributions, increased loan limits and suspension of loan repayments to participants affected by the coronavirus pandemic, and waiver of required minimum distributions that would otherwise be required in or for calendar year 2020; and

WHEREAS, the Committee wishes to amend the Plan to comply with the minimum distribution requirements of the SECURE Act; and

WHEREAS, the Committee wishes to amend the Plan to provide for the coronavirus-related distributions and loan enhancements permitted by the CARES Act so that Participants may have access to their retirement savings to alleviate the financial consequences of the pandemic; and

WHEREAS, the Committee wishes to expand the existing loan provisions to include a fuller explanation of loan requirements, and to make other appropriate adjustments; and

WHEREAS, the Committee wishes to permit Participants to waive 2020 required minimum distributions, and to roll over any such distributions already received to the Plan, as permitted by the CARES Act:

NOW, THEREFORE, BE IT RESOLVED, that the Committee hereby approves and adopts the Fourth Amendment to the Renown Health Retirement Savings Plan in the form attached hereto, effective January 1, 2020.

FURTHER RESOLVED, that the proper officers of Renown Health be, and each of them hereby is, authorized and directed in the name and on behalf of the Committee to take any and all such actions as they in their discretion deem appropriate or as any such officers may, with the

advice of counsel, deem necessary or desirable to comply with applicable law and regulations, and otherwise carry out the intent of the resolutions.

DATED: 11/17/2020 | 16:13 PST, 2020.

RENOWN HEALTH

DocuSigned by:
Michelle Sanchez-Bickley
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Michelle Sanchez-Bickley
Vice President of Human Resources

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FOURTH AMENDMENT
TO
RENOWN HEALTH RETIREMENT SAVINGS PLAN

[Amended and Restated Effective January 1, 2016]

The Renown Health Retirement Savings Plan, as amended and restated effective January 1, 2016 and subsequently amended by a first amendment, a second amendment, and a third amendment (the "Plan"), is amended pursuant to Section 13.1 of the Plan, effective as of January 1, 2020.

1. The definition of "Entry Date" at Section 1.16 of the Plan is deleted and replaced with the following:

> **"Entry Date"** means the date on which an Eligible Employee begins to participate in the Plan for purposes of making Elective Contributions as provided in Section 2.2, or receiving allocations of Matching Contributions or Nonelective Contributions as provided in Sections 4.2 and 4.5.

2. At Section 1.42 of the Plan, "Year of Vesting Service," third sentence, is amended by changing "365 years" to "365 days".

3. Section 1.32 of the Plan, "Required Beginning Date," is amended with respect to distributions made to Participants who attain age 70-1/2 after December 31, 2019 by changing "age 70-1/2" wherever it appears to "age 72."

4. Section 6.9 of the Plan, "Participant Loans," is deleted and replaced with the following Section 6.9:

6.9 Participant Loans

(a) Availability of Loans. The Administrator shall allow a Participant or Beneficiary who is a party-in-interest (as defined under ERISA section 3(14)) to apply for a loan from such Participant or Beneficiary's Account under the Plan. Loans shall be made available to such Participants and Beneficiaries on a reasonably equivalent basis. Loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other Participants.

(b) Maximum Loan Amount. A loan under the Plan (when added to the outstanding balance of all other loans from the Plan or any other qualified plan maintained by an Affiliated Employer) shall not exceed the lesser of (i) $50,000 reduced by the excess (if any) of the highest outstanding balance of plan loans during the one-year period ending on the day before the date on which the loan is made over

the Participant's current outstanding loan balance, or (ii) one-half the present value of the vested portion of the Participant's Account.

(c) Security and Loan Repayments. Loans shall: (i) be evidenced by a promissory note, the terms of which specify the amount, term and repayment schedule; (ii) be secured by not to exceed 50% of the Participant's vested interest in his or her Account; (iii) bear a reasonable interest rate. All loans shall by their terms require that repayment of principal and interest be amortized in level payments not less frequently than quarterly over a period not exceeding five years from the date of the loan, unless such loan is for the purchase of a Participant's primary residence.

(d) Separate Loan Procedures. All loans shall be made in accordance with separate loan procedures adopted by the Administrator, which are incorporated herein and shall be deemed a part of the Plan. Such procedures shall satisfy the provisions of this Section and the requirements of section 72(p) of the Code and the Treasury Regulations thereunder.

5. New Section 6.10, "Coronavirus-Related Loans," is added to Article VI of the Plan, to read as follows:

6.10 Coronavirus-Related Participant Loans

If the Participant is a "qualified individual," as defined in Section 8.6(a)(1)-(3) of the Plan, the following provisions shall apply, notwithstanding any contrary provision of Section 6.9. The Administrator may rely on the Participant's certification that he or she meets such definition.

(a) Maximum Loan Amount. For loans made from March 27, 2020 to September 23, 2020, the maximum loan amount shall not exceed the lesser of (i) $100,000 reduced by the excess (if any) of the highest outstanding balance of plan loans during the one-year period ending on the day before the date on which the loan is made over the Participant's current outstanding loan balance, or (ii) 100% of the present value of the Participant's vested Account.

(b) Suspension of Loan Repayments. On application of a Participant with an outstanding loan, the Administrator may suspend the Participant's loan payments otherwise due from March 27, 2020 through December 31, 2020 (the "suspension period"). Interest on the loan will continue to accrue during the suspension period. At the end of the suspension period, the loan will be reamortized and extended for one year beyond the original end date of the loan.

Except as otherwise specifically provided in this Section, all Plan loans shall be subject to the provisions of Section 6.9.

6. New Section 8.6, "Coronavirus-Related Distributions," is added to Article VIII of the Plan, effective for distributions made to read as follows:

8.6 Coronavirus-Related Distributions

Notwithstanding any other provision of the Plan to the contrary, a Participant meeting the conditions of this Section may elect to receive a Coronavirus-Related Distribution from the Plan.

(a) Definition of Coronavirus-Related Distribution. Coronavirus-Related Distribution means a distribution made on or after January 1, 2020 and before December 31, 2020 to a "qualified individual." A "qualified individual" means a Participant:

(1) who is diagnosed with the virus SARS-CoV-2 or with cornonavirus disease 2019 (COVID119) by a test approved by the Centers for Disease Control and Prevention,

(2) whose spouse or dependent (as defined in section 152 of the Internal Revenue Code of 1986 (the "Code")) is diagnosed with such virus or disease by such a test, or

(3) who experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, or other factors as determined by the Secretary of the Treasury or the Secretary's delegate.

(b) Participant Certification. The Plan Administrator may rely on a Participant's certification that the Participant satisfies the conditions of subsection (a)(1)-(3) above in determining whether any distribution is a Coronavirus-Related Distribution.

(c) Source of Distribution. Coronavirus-Related Distributions may be made from any of the Participant's vested Accounts as described in Section 6.1.

(d) Limit on Amount of Coronavirus-Related Distributions. The aggregate amount of distributions to a Participant from all plans of the Company or any Affiliated Employer that may be treated as Coronavirus-Related Distributions shall not exceed $100,000.

(e) Exemption from Treatment as Eligible Rollover Distributions. Coronavirus-Related Distributions shall not be treated as Eligible Rollover Distributions for purposes of Section 10.2 of the Plan and sections 401(a)(31), 402(f) and 3405 of the Code.

(f) Repayment of Coronavirus-Related Distributions. A Participant who receives a Coronavirus-Related Distribution may, at any time during the three-year period beginning on the day after the date on which such distribution was received, make one or more contributions to the Plan in an aggregate amount not to exceed the amount of such distribution.

(g) Treatment of Repayment as Rollover Contribution. If the Participant makes contributions to the Plan to repay a Cornonavirus-Related Distribution as provided in the preceding paragraph, the Participant shall to the extent of the amount of the contributions be treated as having received the Coronavirus-Related Distribution in an eligible rollover distribution (as defined in section 402(c)(4) of the Code) and as having transferred such distribution to the Plan in a direct trustee to trustee transfer within 60 days of the distribution.

7. Section 9.6, "Required Commencement of Distributions," is amended by changing "Section 9.5" wherever it appears to "Section 9.6."

8. Section 9.6(c) is deleted with respect to distributions to Participants who die after December 31, 2019 and replaced with the following Section 9.6(c):

(c) Death of Participant

(1) If a Participant dies before distribution of his entire vested interest, the Participant's entire vested interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant has a Designated Beneficiary who is an Eligible Designated Beneficiary, then except as provided in subsection (f) of this Section, distributions to the Eligible Designated Beneficiary shall 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 72, if later.

(B) If the Participant has a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Participant's entire vested interest will be distributed to the Designated Beneficiary within 10 years after the death of the Participant.

(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 entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's Designated Beneficiary is the Participant's surviving spouse, and such surviving spouse dies before distributions to the surviving spouse begin, this subsection will apply as if the surviving spouse were the Participant.

Date Distributions Are Deemed to Begin. For purposes of this subsection (c)(1), unless subsection (c)(1)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (c)(1)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (c)(1)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (c)(1)(A)), the date distributions are considered to begin is the date distributions actually commence.

(2) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with subsections (b) and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury Regulations thereunder and the minimum distribution incidental benefit requirement of Code section 401(a)(9)(G).

9. Section 9.6(d) is deleted with respect to distributions to Participants who die after December 31, 2019 and replaced with the following Section 9.6(d):

(d) Required Minimum Distributions After Participant's Death

(1) Participant Survived by Eligible Designated Beneficiary. If the Participant dies before distribution of his entire vested interest and there is an Eligible Designated Beneficary, 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 Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Eligible 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 Eligible Designated Beneficiary, the Eligible 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) No Eligible Designated Beneficiary. If the Participant dies before distribution of his entire vested interest with a Designated Beneficiary who is not an Eligible Designated Beneficiary, the Participant's entire vested interest will be distributed to the Designated Beneficiary within 10 years after the death of the Participant.

(3) No Designated Beneficiary. If the Participant dies before distribution of his entire vested interest with no Designated

Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) Death of Eligible Designated Beneficiary. If an Eligible Designated Beneficiary dies before the Eligible Designated Beneficiary's interest is entirely distributed, the remainder of such interest shall be distributed within 10 years after the death of such Eligible Designated Beneficiary, unless otherwise permitted with respect to a Participant's surviving spouse pursuant to subsection (c)(1)(D).

10. Section 9.6(e), "Definitions," is amended with respect to distributions to Participants who die after December 31, 2019 by the addition of the following new subsection (e)(5):

(5) Eligible Designated Beneficiary: With respect to any Participant, any Designated Beneficiary who, as of the date of death of the Participant, is one of the following:

(A) The surviving spouse of the Participant;

(B) A child of the Participant who has not reached majority, provided that a child shall cease to be an Eligible Designated Beneficiary as of the date the child reaches majority and any remainder of the portion of the child's interest shall be distributed within 10 years after such date. Notwithstanding the foregoing, under regulations prescribed by the Secretary of the Treasury, any amount paid to the Participant's child shall be treated as if it had been paid to the Participant's surviving spouse if such amount will become payable to the surviving spouse upon such child reaching majority (or other designated event permitted under regulations);

(C) An individual who is "disabled" (within the meaning of Code section 72(m)(7));

(D) A "chronically ill individual" (within the meaning of Code section 7702B(c)(2), except that the requirements of subparagraph (A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability described in

such subparagraph with respect to the individual is an indefinite one which is reasonably expectly to be lengthy in nature); or

(E) An individual not described in any of the preceding paragraphs who is not more than 10 years younger than the Participant.

11. Section 9.6 of the Plan is amended with respect to distributions to Participants who die after December 31, 2019 by the addition of the following new subsection (f):

(f) Election of 10-Year Rule by Eligible Designated Beneficiaries

If a distribution option other than a lump sum is available to Beneficiaries under the Plan, an Eligible Designated Beneficiary may elect on an individual basis whether the 10-year rule or the Life Expectancy rule in subsection (d)(1) of this Section shall apply to distributions to such Eligible Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under subsection (c)(1)(A), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or if applicable, surviving spouse's) death. If the Eligible Designated Beneficiary does not make an election under this subsection, distributions will be made in accordance with subsections (c)(1)(A) and (d)(1).

12. New Section 9.8, "Waiver of 2020 Required Minimum Distributions," is added to the Plan, as follows:

9.8 Waiver of Required Minimum Distributions

Notwithstanding Section 9.6 of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a Required Beginning Date of April 1, 2021) but for section 2203 of the CARES Act ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (i) equal to the 2020 RMDs, or (ii) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may elect not to receive 2020 RMDs. In addition, notwithstanding Section 10.2(b), 2020 RMDs or Extended 2020 RMDs received in 2020 shall be treated as eligible rollover distributions and may be rolled over to the Plan or another eligible retirement plan by August 31, 2020.

13. Section 10.1 of the Plan, "Forms of Payment," is deleted and replaced with the following Section 10.1:

10.1 Forms of Payment

A Participant (or the Participant's Beneficiary) may elect to receive payment of the Participant's vested Account in the form of a single lump sum, a direct rollover, a combination of a lump sum payment and a direct rollover, or from time to time as partial distributions in amounts elected by the Participant. If the Participant does not elect a form of payment, the Administrator shall direct the Trustee to distribute the Participant's vested Account in a lump sum.

14. Except as so amended, the provisions of the Plan shall continue in full force and effect.

To record this Fourth Amendment to the Plan as set forth herein, Renown Health has caused its authorized officer to execute this amendment this 29 day of October, 2020.

RENOWN HEALTH

11/17/2020 | 16:13 PST

DocuSigned by:

Michelle Sanchez-Bickley

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Michelle Sanchez-Bickley
Chairperson
Employee Benefits Review Committee

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CERITFIED COPY OF RESOLUTIONS
OF THE
RENOWN HEALTH EMPLOYEE BENEFITS REVIEW COMMITTEE

[Adopt Fifth Amendment to Renown Health Retirement Savings Plan]

The undersigned Chair of the Employee Benefits Review Committee of Renown Health (the "Committee") hereby certifies that the following resolutions were adopted at a meeting of the Committee duly convened and properly conducted on April 27, 2021.

WHEREAS, on July 1, 2021 employees of University of Nevada, Reno School Medicine shall become employees of Renown Health, and

WHEREAS the Committee wishes to amend the Renown Health Retirement Savings Plan to include coverage of such employees.

NOW, THEREFORE, BE IT RESOLVED, that the Committee hereby approves and adopts the Fifth Amendment to the Renown Health Retirement Savings Plan in the form attached hereto, effective July 1, 2021.

FURTHER RESOLVED, that the proper officers of Renown Health be, and each of then hereby is, authorized and directed in the name and on behalf of the Committee to take any and all such actions as they in their discretion deem appropriate or as any such officers may, with the advice of counsel, deem necessary or desirable to comply with applicable law and regulations and otherwise carry out the intent of the resolutions.

RENOWN HEALTH

DocuSigned by:
By: Michelle Sanchez-Bickley
354702334CEC49F...
Title: Chief Human Resources Officer

Date: 7/14/2021 | 15:14 PDT

FIFTH AMENDMENT TO
RENOWN HEALTH RETIREMENT SAVINGS PLAN

The Renown Health Retirement Savings Plan, as amended and restated effective as of January 1, 2016, is hereby amended in the following manner. This Amendment is effective as of the July 1, 2021.

1. Section **2.2 Commencement of Participation** is amended by adding the following at the end thereof:

> "Notwithstanding the previous sentence, any Employee who was employed by the University of Nevada, Reno School of Medicine on June 30, 2021, and who became employed by Company on July 1, 2021, shall commence participation in the Plan on July 1, 2021."

IN WITNESS WHEREOF, Renown Health caused this Amendment to be executed by its duly authorized representative on the date set forth below.

RENOWN HEALTH

By: _____

Title: Chief HR Officer

Date: 7/14/21

CERITFIED COPY OF RESOLUTIONS
OF THE
RENOWN HEALTH EMPLOYEE BENEFITS REVIEW COMMITTEE

[Adopt Sixth Amendment to Renown Health Retirement Savings Plan]

The undersigned Chair of the Employee Benefits Review Committee of Renown Health (the "Committee") hereby certifies that the following resolutions were adopted at a meeting of the Committee duly convened and properly conducted on August 5, 2021.

WHEREAS, the Committee wishes to amend the Renown Health Retirement Savings Plan to permit Participants to make in-service withdrawals of all or any portion of their vested accounts after they reach age 59½, effective as of August 5, 2021, and

WHEREAS, the Committee wishes to amend the Renown Health Retirement Savings Plan to permit Participants to make Roth elective deferrals, effective as of January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Committee hereby approves and adopts the Sixth Amendment to the Renown Health Retirement Savings Plan in the form attached hereto, effective on the dates set forth above.

FURTHER RESOLVED, that the proper officers of Renown Health be, and each of then hereby is, authorized and directed in the name and on behalf of the Committee to take any and all such actions as they in their discretion deem appropriate or as any such officers may, with the advice of counsel, deem necessary or desirable to comply with applicable law and regulations and otherwise carry out the intent of the resolutions.

DATED: 8/5/2021 | 09:24 PDT, 2021

RENOWN HEALTH

DocuSigned by:
Michelle Sanchez-Bickley
354702334CEC49F...

Michelle Sanchez-Bickley
Vice President of Human Resources

SIXTH AMENDMENT
TO
RENOWN HEALTH RETIREMENT SAVINGS PLAN

[Amended and Restated Effective January 1, 2016]

The Renown Health Retirement Savings Plan, as amended and restated effective as of January 1, 2016, is hereby amended in the following manner pursuant to Section 13.1 of the Plan. This Amendment is effective as of the dates specified below.

1. Effective August 5, 2021, Article VIII regarding In-Service Withdrawals is amended by adding the following new Section 8.7 at the end thereof:

"**8.7 Age 59½ Withdrawals**

Upon attainment of age 59½, a Participant may withdraw all or any portion of his vested Account."

2. Effective January 1, 2022, a new Article XVI regarding Roth contributions is added to the Plan as follows:

"ARTICLE XVI

ROTH ELECTIVE DEFERRALS

16.1 General Application

(a) Roth elective deferrals may be made to this Plan in accordance with this Article. This Article is effective with respect to Compensation payable on or after January 1, 2022.

(b) The Plan will accept Roth elective deferrals made on behalf of Participants. A Participant's Roth elective deferrals will be allocated to a separate Roth Account maintained for such deferrals as described in Section 16.2.

(c) Unless specifically stated otherwise, Roth elective deferrals will be treated as Elective Contributions for all purposes under the Plan.

16.2 Separate Accounting

(a) Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth Account maintained for each Participant.

(b) The Plan will maintain a record of the amount of Roth elective deferrals in each Participant's Account.

(c) Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis to each Participant's Roth Account and the Participant's other Accounts under the Plan.

(d) No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth Account.

16.3 Direct Rollovers

(a) Notwithstanding Section 10.2, a direct rollover of a distribution from a Roth Account under the Plan will only be made to another Roth Account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(b) The Plan will accept a rollover contribution to a Roth Account only if it is a direct rollover from another Roth account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) Eligible rollover distributions from a Participant's Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan.

16.4 Correction of Excess Contributions

In the case of a distribution of excess contributions to a Highly Compensated Employee, the Plan will distribute pre-tax Elective Deferrals first. If additional excess contributions must be distributed after all pre-tax Elective Deferrals made by the Highly Compensated Employee for the Plan Year have been distributed, Roth elective deferrals will be distributed to the Highly Compensated Employee until such excess is corrected. Pre-tax Elective Deferrals and Roth elective deferrals may be distributed to a Highly Compensated Employee only to the extent such types of deferrals were made by the Highly Compensated Employee for the year.

16.5 Distributions

In the event a Participant is paid in a form other than a lump sum distribution of his entire Accrued Benefit, the Participant may elect that the distribution (other than a corrective distribution) is to be made from either the Participant's Roth Account or any other Account of the Participant.

16.6 Definition

A "Roth elective deferral" is an elective deferral that is:

(a) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and

(b) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election."

To record this Sixth Amendment to the Plan as set forth herein, Renown Health has caused its authorized officer to execute this amendment this ______ day of ______________, 2021.
8/6/2021 | 12:53 PDT

RENOWN HEALTH

DocuSigned by:
By: Michelle Sanchez-Bickley
Michelle Sanchez-Bickley
Chairperson
Employee Benefits Review Committee

CERITFIED COPY OF RESOLUTIONS
OF THE
RENOWN HEALTH EMPLOYEE BENEFITS REVIEW COMMITTEE

[Adopt Seventh Amendment to Renown Health Retirement Savings Plan]

The undersigned Chair of the Employee Benefits Review Committee of Renown Health (the "Committee") hereby certifies that the following resolutions were adopted at a meeting of the Committee duly convened and properly conducted on _____November 2___, 2021.

WHEREAS, the Committee wishes to amend the Renown Health Retirement Savings Plan to permit Participants to change the minimum elective deferral amount to 1% and to clarify the minimum Roth elective deferral amount of 1%, effective December 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Committee hereby approves and adopts the Seventh Amendment to the Renown Health Retirement Savings Plan in the form attached hereto, effective December 1, 2021.

FURTHER RESOLVED, that the proper officers of Renown Health be, and each of then hereby is, authorized and directed in the name and on behalf of the Committee to take any and all such actions as they in their discretion deem appropriate or as any such officers may, with the advice of counsel, deem necessary or desirable to comply with applicable law and regulations and otherwise carry out the intent of the resolutions.

DATED: ___November 2_____, 2021

RENOWN HEALTH

DocuSigned by:
Michelle Sanchez-Bickley
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Michelle Sanchez-Bickley
Vice President of Human Resources

SEVENTH AMENDMENT
TO
RENOWN HEALTH RETIREMENT SAVINGS PLAN

[Amended and Restated Effective January 1, 2016]

The Renown Health Retirement Savings Plan, as amended and restated effective as of January 1, 2016, is hereby amended in the following manner pursuant to Section 13.1 of the Plan. This Amendment is effective as December 1, 2021.

1. Section 3.1 is amended by changing the contribution amounts from "2% to 75%" to "1% to 75%" in the first sentence thereof.

2. Section 16.1(a), which was added pursuant to the Sixth Amendment, is amended to read as follows:

> "(a) Roth elective deferrals in an amount of no less than 1% may be made to this Plan in accordance with this Article. This Article is effective with respect to Compensation payable on or after January 1, 2022."

To record this Seventh Amendment to the Plan as set forth herein, Renown Health has caused its authorized officer to execute this amendment this ___2___ day of __November__, 2021.

RENOWN HEALTH

DocuSigned by:
By: Michelle Sanchez-Bickley
F81AEA632D25470...
Michelle Sanchez-Bickley
Chairperson
Employee Benefits Review Committee