

**EIGHTH AMENDMENT TO
THE CARLE FOUNDATION HOSPITAL AND AFFILIATES MATCHING TSA PLAN
(AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2020)**

The Carle Foundation Hospital and Affiliates Matching TSA Plan (As Amended and Restated Effective January 1, 2020) (the “Plan”) and as subsequently amended is hereby amended as follows effective as of January 1, 2023, except as otherwise set forth below:

1. Subsection (i) of Section 4.3(a) of the Plan (“Amount of Employer Matching Contributions”) is amended to read as follows:

“(i) Subject to subsection (iii) below, Employer Matching Contributions shall be made at the discretion of the Participating Employer on behalf of each Participant who satisfies the eligibility requirements set forth in Section 3.1(c). The Company shall provide written instructions to the Custodian describing (A) how the discretionary Employer Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage or a flat dollar amount), (B) the computation period(s) to which the discretionary Employer Matching Contribution formula applies, and (C) if applicable, a description of each business location or business classification subject to separate discretionary Employer Matching Contribution formulas.”

2. The first sentence of subsection (ii) of Section 4.3(a) of the Plan (“Amount of Employer Matching Contributions”) is amended to read as follows:

“Subject to subsection (iii) below, if Employer Matching Contributions are made to the Plan for a Plan Year, a Participating Employer shall make such additional discretionary Employer Matching Contributions to the Plan on behalf of each Participant who meets the eligibility requirements of Section 3.1(c) as may be necessary so that the total Employer Matching Contribution credited to the Plan on behalf of the Participant equals the maximum Employer Matching Contribution the Participant is eligible to receive based on the Employer Matching Contribution formula determined by the Company, in its discretion, for such Plan Year (a “true-up” contribution).”

3. The first sentence of subsection (i) of Section 4.3(b) of the Plan (“Timing of Employer Matching Contributions”) is amended to read as follows:

“Employer Matching Contributions, if any are made for a Plan Year, will accrue and be deposited in the Participant’s Matching Contribution Account as of each pay period or at such other time or times as the Plan Administrator determines.”

4. Section 4.3(d) of the Plan (“Discretionary Employer Matching Contributions”) is amended by replacing the reference to the “Executive Vice President, Chief Financial Officer of The Carle Foundation” with “Executive Vice President and Chief Financial and Strategy Officer, Carle Health.”

5. The first sentence of Section 4.4(a) of the Plan (“Amount of Employer Annual Contributions”) is amended to read as follows:

“Employer Annual Contributions shall be made at the discretion of the Participating Employer on behalf of each Participant who satisfies the eligibility requirements for Employer Annual Contributions described in Section 3.1(d), provided the Participant satisfies the requirements to receive an allocation as described in Section 4.4(b) below, and subject to subsection 4.4(a)(iii) below.”

6. The first sentence of subsection (i) of Section 4.4(a) of the Plan (“Amount of Employer Annual Contributions”) is amended to read as follows:

“The Employer Annual Contribution, if any, will be equal to the sum of (A) a specified percentage of the Participant’s Compensation for the Plan Year, plus (B) a specified percentage of the Participant’s Compensation for the Plan Year in excess of the Social Security taxable wage base for the year (\$160,200 for 2023), as such limit is periodically adjusted under Section 230(b) of the Social Security Act.”

7. Section 4.4(e) of the Plan (“Discretionary Employer Annual Contributions”) is amended by replacing the reference to the “Executive Vice President, Chief Financial Officer of The Carle Foundation” with “Executive Vice President and Chief Financial and Strategy Officer, Carle Health.”

8. Section 6.1 of the Plan (“In-Service Withdrawals and Loans”) is amended with the addition of the following new subsections (e) and (f) to read as follows effective January 1, 2024:

“(e) Terminal Illness Distributions. An Employee who is a Participant below age 59-1/2 may withdraw an amount from the vested portion of the Participant’s Account that is a Terminal Illness Distribution and such distribution shall not be subject to the 10% distribution penalty for distributions prior to reaching age 59-1/2, subject to the following requirements:

- (i) A “Terminal Illness Distribution” is a distribution from the Plan (a) to an Employee who is a Participant in the Plan who is otherwise eligible to receive a distribution under the terms of the Plan, (b) who has been certified by a physician as having an illness or a physical condition which can reasonably be expected to result in death in 84 months or less after the date of the certification, and (c) who, on or prior to the date of the distribution, has furnished the Plan Administrator with sufficient evidence of the Participant’s terminal illness in such form and manner as the Secretary of the Treasury may require.
- (ii) A Participant who is eligible to make rollover contributions to the Plan under Section 4.5 and who has received a Terminal Illness Distribution from an Eligible Retirement Plan (as defined in Section 6.6(d)(iii)) may make contributions to the Plan in an aggregate amount not to exceed the amount of such Terminal Illness Distribution within three years from the

date such distribution is made from the applicable plan. Such contributions shall be treated as Rollover Contributions.

- (iii) The withdrawal or contribution of a Terminal Illness Distribution shall be made in accordance with any reasonable procedures adopted by the Plan Administrator, the terms of the SECURE 2.0 Act of 2022 and the regulations and other guidance issued thereunder.
- (f) Domestic Abuse Distributions. A Participant below age 59-1/2 may withdraw an amount from the vested portion of the Participant's Account that is a Domestic Abuse Distribution and such distribution shall not be subject to the 10% distribution penalty for distributions prior to reaching age 59-1/2, subject to the following requirements:
 - (i) A "Domestic Abuse Distribution" is a distribution from the Plan (a) to a Participant during the one-year period beginning on any date on which the individual is a victim of Domestic Abuse (as defined below) by a spouse or domestic partner, (b) in an amount up to the lesser of \$10,000 (subject to cost of living adjustments after 2024) or 50% of the present value of the vested portion of the Participant's Account, and (c) made on or after the date the Participant certifies to the Plan Administrator the distribution meets the requirements of an eligible distribution to a domestic abuse victim. For purposes of the foregoing limitation in subsection (b), distributions from all plans of the Plan Sponsor and its Affiliated Employers are included.
 - (ii) "Domestic Abuse" means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.
 - (iii) A Domestic Abuse Distribution is not an eligible rollover distribution from the Plan under Section 6.6.
 - (iv) A Participant who is eligible to make rollover contributions to the Plan under Section 4.5 and who has received a Domestic Abuse Distribution from an Eligible Retirement Plan (as defined in Section 6.6(d)(iii) other than a defined benefit plan or plan to which Code Section 401(a)(11) or Code Section 417 applies) may make contributions to the Plan in an aggregate amount not to exceed the amount of such Domestic Abuse Distribution within three years from the date such distribution is made from the applicable plan. Such contributions shall be treated as Rollover Contributions.
 - (v) The withdrawal or contribution of a Domestic Abuse Distribution shall be made in accordance with any reasonable procedures adopted by the Plan

Administrator, the terms of the SECURE 2.0 Act of 2022 and the regulations and other guidance issued thereunder.”

9. Section 6.2(b) of the Plan (“Small Account Balances”) is amended by replacing each reference to “\$5,000” with “\$5,000 (\$7,000 effective January 1, 2024)” effective January 1, 2024.
10. Subsection (a) of Section 6.6 of the Plan (“Optional Direct Transfer of Eligible Rollover Distributions”) is amended to read as follows:

“(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee’s election under this ARTICLE 6, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least \$200 paid directly to an Eligible Retirement Plan (as defined below) or to a Roth IRA (as described in Section 408A of the Code) specified by the Distributee in a Direct Rollover. A Participant may elect to make a Direct Rollover of all or a portion of his Roth Contribution Account, In-Plan Roth Conversion Account or Roth Rollover Contribution Account as provided in this Section; however, for purposes of this sentence, an ‘Eligible Retirement Plan’ means another designated Roth 401(k) or 403(b) account, or Roth individual retirement account maintained by the Participant. In the event of a corporate transaction where a Participant is eligible to receive his or her Accounts in an eligible rollover distribution, if the Participant elects to roll over 100% of his or her accrued benefit in a Direct Rollover, such Participant shall be permitted to roll over any participant note associated with an outstanding loan under the Plan, so long as (i) the receiving Eligible Retirement Plan accepts the rollover and accepts the outstanding loan as part of the rollover in accordance with Treasury Regulation Section 1.401(a)(31)-1 (Q/A-16), and (ii) the rollover distribution is completed in accordance with any rollover distribution procedures as may be established by the Plan Administrator.”

IN WITNESS WHEREOF, this Eighth Amendment to the Plan has been executed this 26th day of December, 2023.

CARLE HEALTH

DocuSigned by:
Dennis Hesch
By: _____
Dennis P. Hesch, Executive Vice President and
Chief Financial and Strategy Officer, Carle Health