

**THIRD AMENDMENT TO
THE CARLE PROFIT SHARING PLAN
(AS AMENDED AND RESTATED GENERALLY EFFECTIVE AS OF JANUARY 1, 2021)**

The Carle Profit Sharing Plan (As Amended and Restated Effective January 1, 2021) (the “Plan”) and as subsequently amended is hereby amended as follows effective as of January 1, 2023, except as otherwise set forth below:

1. Section 2.1(a)(ii) of the Plan (“Matching Contributions Account”) and Section 2.1(x) (“Matching Contributions”) are amended by replacing each reference to “Section 4.2” with “Section 4.3.”

2. Section 4.3(a) of the Plan (“Matching Contributions”) is amended by adding the following immediately after the first sentence thereof:

“The Company shall provide written instructions to the Trustee describing (A) how the discretionary 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 Matching Contribution formula applies, and (C) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution formulas.”

3. 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(b)(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 59½ 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 59½, 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(b)(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

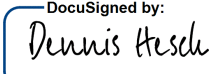
Administrator, the terms of the SECURE 2.0 Act of 2022 and the regulations and other guidance issued thereunder.”

- 4. 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.
- 5. 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, 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 paid to an Eligible Retirement Plan 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 Third Amendment to the Plan has been executed this 26th day of December, 2023.

CARLE HEALTH

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