

**ST.BERNARDS 403(B) RETIREMENT PLAN**

**PLAN DESCRIPTION**

January 1, 2022

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TABLE OF CONTENTS

INTRODUCTION ..... 1

ELIGIBILITY FOR PARTICIPATION ..... 1

    Am I eligible to make salary deferral contributions and Roth salary deferral contributions? ..... 1

    What eligibility requirements do I have to meet to make salary deferral contributions? ..... 1

    Am I eligible to receive Matching Contributions? ..... 1

    What eligibility requirements do I have to meet to receive Matching Contributions? ..... 2

    Am I eligible to receive Non-Elective Contributions? ..... 2

    What eligibility requirements do I have to meet to receive Non-Elective Contributions? ..... 2

    How is my service measured? ..... 2

    When can I re-enter the Plan if I terminate employment with the Employer and am later rehired? ..... 2

CONTRIBUTIONS - EMPLOYEE ..... 3

    Does the Plan allow me to make salary deferral contributions? ..... 3

    Do I pay taxes on any salary deferral contributions I make? ..... 3

    How do I make or change the amount of the salary deferral contributions being withheld? ..... 3

    Once I make a deferral election, how often can I change, stop, or re-start the election? ..... 3

    What are the limits on salary deferral contributions? ..... 3

    Does this Plan automatically enroll employees? ..... 3

    Do the Plan's automatic enrollment features apply to me if I have already made a deferral election? ..... 3

    What happens if I do not make a deferral election by the due date? ..... 4

    Will the automatic deferrals start right away? ..... 4

CONTRIBUTIONS - EMPLOYER ..... 4

    Will the Employer make Matching Contributions to my account under the Plan? ..... 4

    Which of my contributions will be matched? ..... 4

    Are there any yearly requirements I have to meet to receive Matching Contributions? ..... 4

    Will the Employer make Non-Elective contributions to the Plan? ..... 4

    What portion of the Non-Elective Contributions will I receive? ..... 4

    Will I still be able to receive Non-Elective Contributions even if I am no longer employed by the Employer? ..... 4

    Can the Employer make any other type of contributions to the Plan? ..... 5

    What are the limits on total contributions? ..... 5

    Can I move money I have in another retirement plan to this Plan? ..... 5

    Will I receive contributions when I am not working at the Employer due to my performing qualified military service? ..... 5

    What happens if I die or become disabled while performing qualified military service? ..... 5

VESTING ..... 5

    Do I need to work a certain amount of time to keep my salary deferral contributions? ..... 5

    Do I need to work a certain amount of time to keep my Matching Contributions and Non-Elective Contributions? ..... 5

    Are there times when my unvested balance will become fully vested other than according to the prior vesting schedules? ..... 5

    How is my service with the Employer measured to earn a Year of Vesting Service? ..... 5

    How is my vesting affected if I stop working for the Employer and then am later rehired by the Employer? ..... 6

    Are there other vesting exceptions/exclusions? ..... 6

DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE ..... 6

    Can I take a distribution of my account balance after my employment terminates? ..... 6

    What form can my distribution after termination from service be taken in? ..... 6

    How soon after my death does my Beneficiary have to take distributions? ..... 6

    What form can the distributions after my death be taken in? ..... 6

    Who gets my assets in the Plan if I don't designate a beneficiary? ..... 6

    Can the Employer ever force me to take a distribution from the Plan? ..... 7

    Is there ever a time when I have to take a distribution from the Plan? ..... 7

DISTRIBUTIONS - IN-SERVICE.....	7
Can I take a distribution of my account balance if I am still working when I reach normal retirement age?.....	7
Can I take a distribution of my account balance when I reach age 59 1/2?.....	7
Can I take a distribution of my account balance while still working at any time?.....	7
Can I take a distribution of my salary deferral contributions while still working if I am called to active duty?.....	7
Can I take a distribution of my account balance while still working if I incur a hardship?.....	7
Are there requirements I must meet to take a hardship distribution?.....	7
What form can my in-service distribution be taken in?.....	8
LOANS.....	8
Am I eligible to take a loan from the Plan?.....	8
INVESTMENTS.....	8
Can I direct how my account balances will be invested?.....	8
How often can I change my investment election?.....	8
What type of accounts can my account balance be invested in?.....	8
How will my account balances be invested if I do not make an investment election?.....	8
How often does the Plan Administrator determine how much my benefit in the Plan is worth?.....	8
MISCELLANEOUS.....	9
Domestic Relations Orders.....	9
Amendment and Termination.....	9
Insurance.....	9
Administrator Discretion.....	9
Plan is Not a Contract of Employment.....	9
Waiver.....	9
Errors.....	9
ADMINISTRATIVE INFORMATION.....	9
Plan Sponsor.....	9
Plan Administrator.....	9
Plan Assets.....	10
Agent for Legal Service.....	10
Plan Number.....	10
Plan and Fiscal Year.....	10
DEFINITIONS.....	10
Account.....	10
Beneficiary.....	10
Compensation.....	10
Disability.....	10
Salary Deferral Contributions.....	11
Matching Contributions.....	11
Normal Retirement Age.....	11
Non-Elective Contributions.....	11
Plan Year.....	11
Rollover Contributions.....	11
Termination from Employment.....	11
Transfer Contributions.....	11
Year of Eligibility Service.....	11
VENDOR APPENDIX.....	11
Approved Vendors.....	11

## INTRODUCTION

Your Employer, St. Bernards Hospital, Inc. dba St. Bernards Medical Center (the Employer), has established this 403(b) retirement plan, St. Bernards 403(b) Retirement Plan (the Plan) to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Employer must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Employer also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the Plan.

This document is a Plan Description (PD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the PD, you should contact your Employer via the methods outlined in this PD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the PD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the PD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective 01/01/2013. This PD describes the Plan as restated effective 01/01/2022. This PD supersedes all previous PDs.

The following special effective dates apply to some features of the Plan: Roth elective deferrals permitted 01/1/2022.

## ELIGIBILITY FOR PARTICIPATION

The Plan document has been amended and/or restated into a new Plan document. If you were eligible to participate in the prior Plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

### **Am I eligible to make salary deferral contributions and Roth salary deferral contributions?**

Once you meet the eligibility requirements below, you will be eligible to make salary deferral contributions unless you fall into one of the following categories.

- You are a leased employee.
- You are: (1) any person employed by a member of the Controlled Group which is not covered under the Plan.
- You are a non-resident alien with no U.S. sourced income.

### **What eligibility requirements do I have to meet to make salary deferral contributions?**

You will be eligible to make salary deferral contributions immediately upon your hire date.

### **Am I eligible to receive Matching Contributions?**

Once you meet the eligibility requirements below, you will be eligible to receive Matching Contributions unless you fall into one of the following categories.

- You are an employee covered by a collective bargaining agreement where retirement benefits were the subject of good faith bargaining.
- You are a leased employee.
- You are a non-resident alien with no U.S. sourced income.
- You are: (1) any person employed by a member of the Controlled Group which is not covered under the Plan; (2) physician residents; and (3) any employee hired on or before April 1, 2011. If an employee hired on or before April 1, 2011, terminated employment for any reason after September 30, 2012 and is rehired within 6 months of termination, such employee, if otherwise eligible, shall continue to be eligible to participate in the Retirement Plan for Employees of St. Bernards Medical Center (the defined benefit

plan); if an employee is rehired more than six months after termination, such employee shall not be eligible to participate in the defined benefit plan, but shall be eligible for employer contributions under this Plan upon completion of the eligibility requirements. An Employee shall not be eligible for Employer contributions under this Plan at the same time that the Participant is eligible to accrue a benefit under the defined benefit plan.

**What eligibility requirements do I have to meet to receive Matching Contributions?**

You will be eligible to receive Matching Contributions on the first day of each plan quarter coincident with or next following the day you meet the following requirements.

- You complete 1 Years of Service where a Year of Service is completing 1,000 hours of service in a 12 month period. You will not earn a Year of Service until the end of the 12 month period.

**Am I eligible to receive Non-Elective Contributions?**

Once you meet the eligibility requirements below, you will be eligible to receive Non-Elective Contributions unless you fall into one of the following categories.

- You are an employee covered by a collective bargaining agreement where retirement benefits were the subject of good faith bargaining.
- You are a leased employee.
- You are a non-resident alien with no U.S. sourced income.
- You are: (1) any person employed by a member of the Controlled Group which is not covered under the Plan; (2) physician residents; and (3) any employee hired on or before April 1, 2011. If an employee hired on or before April 1, 2011, terminated employment for any reason after September 30, 2012 and is rehired within 6 months of termination, such employee, if otherwise eligible, shall continue to be eligible to participate in the Retirement Plan for Employees of St. Bernards Medical Center (the defined benefit plan); if an employee is rehired more than six months after termination, such employee shall not be eligible to participate in the defined benefit plan, but shall be eligible for employer contributions under this Plan upon completion of the eligibility requirements. An Employee shall not be eligible for Employer contributions under this Plan at the same time that the Participant is eligible to accrue a benefit under the defined benefit plan. .

**What eligibility requirements do I have to meet to receive Non-Elective Contributions?**

You will be eligible to receive Non-Elective Contributions on the first day of each plan quarter coincident with or next following the day you meet the following requirements.

- You complete 1 Years of Service where a Year of Service is completing 1,000 hours of service in a 12 month period. You will not earn a Year of Service until the end of the 12 month period.

**How is my service measured?**

A Year of Eligibility Service will be a 12 month period where you work 1,000 hours. The 12 month period will start on your first day of employment and will end on the day before the anniversary of your date of employment. Each subsequent 12 month period will then switch to the Plan Year, beginning with the Plan Year that includes your first anniversary of employment.

In the event that an employee of another member of the St. Bernards controlled group is transferred from such employer to St. Bernards Medical Center due to corporate restructuring, credit for service with the related employer shall be given; otherwise, credit for service with a related employer shall not be given for eligibility purposes. In addition, with respect to former employees of Therapy Providers of Arkansas, LLC, who become employees of Employer on May 1, 2021, such employees will be given credit for service with Therapy Providers of Arkansas, LLC for eligibility purposes under this Plan, and any such employee who has previously satisfied the minimum service requirement with Therapy Providers of Arkansas, LLC shall become eligible for matching contributions on May 1, 2021. .

**When can I re-enter the Plan if I terminate employment with the Employer and am later rehired?**

You will always immediately re-enter the Plan upon rehire provided you had met the eligibility requirements and passed an entry date before you terminated employment.

The following modifications will apply to the rehire rules above: (a) If an Employee has not met the eligibility requirements for employer contributions and reached the entry date, terminates employment and is rehired, the

Employee must meet the eligibility requirements after rehire; (b) if an Employee has met the eligibility requirements and reached the entry date, terminates employment and is rehired, the Employee (not otherwise excluded) is eligible for employer contributions upon rehire. .

**CONTRIBUTIONS - EMPLOYEE**

**Does the Plan allow me to make salary deferral contributions?**

Yes. Provided you have met the eligibility requirements and passed the entry date as specified in the section titled "Eligibility for Participation" you may contribute salary deferral contributions to the Plan.

**Do I pay taxes on any salary deferral contributions I make?**

You will have the option to have the salary deferral contributions you make taken out of your pay either before or after taxes are withheld. For those salary deferral contributions you choose to have taken out pre-tax, you will generally pay taxes on this amount when you take it out of the Plan.

For those salary deferral contributions you choose to have taken out after-tax (Roth salary deferral contributions) after December 31, 2021, you will pay taxes on this amount when you contribute them to the Plan. However, provided the distribution is "qualified" the earnings on these amounts will not be taxed when they are removed from the Plan. A Roth salary deferral contribution distribution is qualified when (1) it has been at least 5 years since the first Roth salary deferral contributions were contributed to the Plan and (2) you are at least 59 1/2 year of age, become disabled, or have died. Roth Contributions are made in the same manner as pre-tax salary deferral contributions. You must designate how much you would like to contribute on a pre-tax basis (normal 403(b) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may designate all of your salary deferral contributions as pre-tax contributions.

**How do I make or change the amount of the salary deferral contributions being withheld?**

You may make or change your deferral election by: any form provided by Plan Administrator

**Once I make a deferral election, how often can I change, stop, or re-start the election?**

You may change or re-start your deferral election as of at any time. You may stop your deferrals at any time.

**What are the limits on salary deferral contributions?**

Your salary deferral contributions are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting salary deferral contributions (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,500 (for 2021) during any calendar year. This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments.
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,500 (for 2021). This dollar limit is indexed as well.
- The maximum amount you can defer is 100% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

**Does this Plan automatically enroll employees?**

Yes. The automatic contribution arrangement (ACA) provisions apply to the Plan. This type of automatic enrollment allows the Plan Administrator to enroll certain employees in the Plan who have not previously elected to participate in the Plan.

**Do the Plan's automatic enrollment features apply to me if I have already made a deferral election?**

The automatic enrollment feature won't change your contribution level if you already turned in a wage deferral agreement and your contribution level is equal to or greater than the automatic enrollment amount specified below. If your election is less than the automatic enrollment amount, you must make a new election or you will be deemed to have elected the amount specified below.

**What happens if I do not make a deferral election by the due date?**

If you are eligible to make salary deferral contributions and you do not make a deferral election by the due date (specified in the Annual Notice), the Plan Administrator will begin deducting automatic deferrals from each of your paychecks and will submit those amounts to the Plan (automatic deferrals) on your behalf.

An automatic deferral amount of 2% of your compensation will be withheld from each of your paychecks. The automatic deferral amount will be contributed as a pre-tax salary deferral contributions to the Plan.

If you do not wish to have automatic deferrals withheld from each of your paychecks or if you want to change the amount withheld, you must make a deferral election. If automatic deferrals have already started, you may make a deferral election to change the amount being withheld or to stop the deferrals entirely.

**Will the automatic deferrals start right away?**

No. The automatic deferrals will be delayed according to the following procedure: upon becoming eligible for employer contributions.

**CONTRIBUTIONS - EMPLOYER**

**Will the Employer make Matching Contributions to my account under the Plan?**

If you meet the requirements to receive Matching Contributions, the Employer will make Matching Contributions to your account under the Plan. The amount of the Matching Contributions is based on the amount of Compensation you contribute to the Plan. As long as you are eligible to receive Matching Contributions, Matching Contributions equal to 75% of your deferrals up to 6% of your compensation will be made to your account.

Matching Contributions will be contributed to your account as soon as administratively feasible after the end of each pay period.

In addition to the above, if you meet the requirements to receive Matching Contributions, the Employer may choose to make further Matching Contributions. Whether or not the Matching Contribution will be made and the amount of the Matching Contribution will be determined by the Plan Administrator each year in their sole discretion.

**Which of my contributions will be matched?**

The following contributions will be included in determining the amount of your Matching Contributions:

- salary deferral contributions
- Roth salary deferral contributions
- Age 50 catch-up contributions

**Are there any yearly requirements I have to meet to receive Matching Contributions?**

Yes. You will be eligible to receive discretionary matching Contributions only if you are employed on the last day of the Plan Year, and you must make salary deferral contributions of at least 1% during that portion of the Plan Year for which they are eligible.

**Will the Employer make Non-Elective contributions to the Plan?**

The Employer may make a Non-Elective Contributions to the Plan. Whether or not the Non-Elective Contributions will be made and the amount of the Non-Elective Contributions will be determined by the Plan Administrator each year in their sole discretion.

**What portion of the Non-Elective Contributions will I receive?**

If you meet the requirements to receive Non-Elective Contributions, your portion of the Non-Elective Contribution will be determined using the following formula: Each participant is separate rate group.

Non-Elective Contributions will be contributed to your account after the end of the Plan Year.

**Will I still be able to receive Non-Elective Contributions even if I am no longer employed by the Employer?**

The Employer may in its discretion make nonelective contributions on behalf of a former employee for up to 5

years following termination of employment.

**Can the Employer make any other type of contributions to the Plan?**

Yes. The Employer may have the discretion to reallocate any forfeitures and to make other contributions as necessary to comply with the IRS' non-discrimination requirements.

**What are the limits on total contributions?**

Your total contributions are subject to the following limits:

- The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$58,000 (for 2021). This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments.

**Can I move money I have in another retirement plan to this Plan?**

Yes. If you are eligible to participate in the Plan you can rollover the money you have in other plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from any plan that is eligible to be rolled into the Plan. While there are exceptions this generally includes rollovers from a qualified retirement plan (i.e., 401(k), defined benefit), another 403(b) plan, a governmental 457(b) plan and pre-tax assets held in a traditional IRA.

**Will I receive contributions when I am not working at the Employer due to my performing qualified military service?**

If you are re-employed by the Employer after performing qualified military service you may be able to make up missed employee contributions and to receive make-up employer contributions. Additionally, if you meet all of the requirements the time you spend on qualified military service may count as Years of Service under the Plan. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

**What happens if I die or become disabled while performing qualified military service?**

If you die or become disabled while performing qualified military service the Employer will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the plan except for contributions.

**VESTING**

**Do I need to work a certain amount of time to keep my salary deferral contributions?**

No. You will always be immediately 100% vested in your salary deferral contributions.

**Do I need to work a certain amount of time to keep my Matching Contributions and Non-Elective Contributions?**

Yes. Your Matching Contributions and Non-Elective Contributions will vest as specified below.

- Less than two years of vesting service - 0%
- Two years but less than three years of vesting service - 20%
- Three years but less than four years of vesting service - 40%
- Four years but less than five years of vesting service - 60%
- Five years but less than six years of vesting service - 80%
- Six or more years of vesting service - 100%

**Are there times when my unvested balance will become fully vested other than according to the prior vesting schedules?**

Yes. You will become fully vested in all of your account balances if any of the following occur.

- The Plan terminates or you are affected by a partial Plan termination.
- You are still employed when you reach Normal Retirement Age.
- You die while still employed by the Employer.
- You become Disabled while still employed by the Employer.

**How is my service with the Employer measured to earn a Year of Vesting Service?**

You will earn a year of vesting service when you have worked 1,000 hours in a Plan Year. You will generally earn an Hour of Service for each hour you are paid for the performance of duties for the Employer but there are exceptions that may apply.

**How is my vesting affected if I stop working for the Employer and then am later rehired by the Employer?**

If you have at least 5 consecutive one-year breaks in service, your account balance in the Plan will stay at the vesting level it was when you stopped working for the Employer. As long as you were at least partially vested in any of your account balance under the plan before you stopped working for the Employer you will get credit for any prior years of vesting service for any new contributions under the Plan. For example, if you stopped working for the Employer when you had 1 year of vesting service and were 20% vested in your account balance and then were gone for 7 consecutive one-year breaks in service. If you were to return to work for the Employer your account balance already in the Plan would remain 20% vested no matter how many more years of vesting service you earn. Your new contributions would start out with one year of vesting service.

If you have at least 1 one-year break in service before you are rehired you will have to earn a year of vesting service before you will be credited with the years of vesting service you had before leaving. For example, if you had 2 years of vesting service when you stopped working for the Employer and had a one-year break in service before you were rehired you would have to earn a year of vesting service but once you do you will be credited with 3 years of vesting service for all of your account balances in the Plan.

A "one-year break in service" means a Vesting Computation Period during which you are credited with hours of service less than 1,000 (special rules exist for absence from work for maternity or paternity reasons).

**Are there other vesting exceptions or exclusions?**

Yes. The following other vesting exceptions or exclusions apply: For purposes of determining Years of Service for vesting purposes, in the event that an employee of another member of the St. Bernards controlled group is transferred from such employer to St. Bernards Medical Center due to corporate restructuring, credit for service with the Related Employer shall be given; otherwise, credit for service with a Related Employer shall not be given for vesting purposes. In addition, with respect to former employees of Therapy Providers of Arkansas, LLC, who become employees of Employer on May 1, 2021, such employees will be given credit for service with Therapy Providers of Arkansas, LLC for vesting purposes. .

**DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE**

**Can I take a distribution of my account balance after my employment terminates?**

Yes. You can take a distribution of your account balance immediately after your employment terminates.

**What form can my distribution after termination from service be taken in?**

You can take your distribution after termination from service as a cash distribution.

Your distribution can be taken in a lump sum distribution, as installment payments, as a continuous right of withdrawal and as an annuity payment.

**How soon after my death does my Beneficiary have to take distributions?**

Your Beneficiary must take distributions as required by the IRS.

**What form can the distributions after my death be taken in?**

Your beneficiaries can take distributions as a cash distribution.

Your beneficiary's distribution can be taken in a lump sum distribution, as installment payments, as a continuous right of withdrawal and as an annuity payment.

**Who gets my assets in the Plan if I don't designate a beneficiary?**

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you have no spouse, to your then living descendants, per stirpes, or if none, to your estate. .

**Can the Employer ever force me to take a distribution from the Plan?**

Yes. If your account balance after you stop working for the Employer is less than \$5,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. If the total amount of the distribution is less than \$1,000 the Plan Administrator may send the distribution directly to you. If the total amount of the distribution is equal to or greater than \$1,000 but less than \$5,000, the Plan Administrator must roll the balance over to an IRA established in your name. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. Fees for an automatic rollover IRA will be provided at the time the amount is rolled to the IRA. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator.

Your rollover account balance (if any) will be included when determining if your account balance will be forced out.

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see below for what your Required Beginning Date is).

**Is there ever a time when I have to take a distribution from the Plan?**

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you actually retire or age 70-1/2 (for Participants born before July 1, 1949) or age 72 (for Participants born after June 30, 1949), whichever is later.

**DISTRIBUTIONS - IN-SERVICE**

**Can I take a distribution of my account balance if I am still working when I reach normal retirement age?**

Yes. You can take a distribution of all of your fully vested account balances when you reach normal retirement age (age 65) while you are still working.

**Can I take a distribution of my account balance when I reach age 59 1/2?**

Yes. You can take a distribution of the following fully vested accounts when you reach age 59 1/2:

- salary deferral contributions
- Roth salary deferral contributions

**Can I take a distribution of my account balance while still working at any time?**

Yes. You can take a distribution of your Rollover Contribution account balances at any time.

**Can I take a distribution of my salary deferral contributions while still working if I am called to active duty?**

Yes. You can take a distribution of your salary deferral contributions while still working if you are called to active military duty for at least 180 days.

**Can I take a distribution of my account balance while still working if I incur a hardship?**

Yes. You can take a hardship distribution of the following fully vested account balances while still working if you incur a hardship:

- salary deferral contributions, excluding post-1988 earnings
- Roth salary deferral contributions

**Are there requirements I must meet to take a hardship distribution?**

Yes. In order to receive a hardship distribution from your accounts eligible for hardship withdrawal you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, dependents, or Primary Beneficiary;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you

- or your spouse, children, dependents, or Primary Beneficiary;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, dependents, or Primary Beneficiary;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction; or
- expenses incurred on account of a federally declared disaster.

In order to have the hardship satisfy an immediate and heavy financial need, the following must be true:

- You have obtained all distributions, other than hardship distributions, under all plans maintained by the Employer.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- You have represented in writing or by an electronic medium that you have insufficient cash or other liquid assets to satisfy the financial need.

**What form can my in-service distribution be taken in?**

You can take your in-service distribution as a cash distribution.

Your in-service distribution can be taken in a lump sum distribution.

**LOANS**

**Am I eligible to take a loan from the Plan?**

If you are an active employee, you may apply for a loan from the Plan. Provisions on loans are described in separate loan policies which are available from the plan administrator or the recordkeeper for the Plan.

**INVESTMENTS**

**Can I direct how my account balances will be invested?**

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by: any manner permitted by Plan Administrator

**How often can I change my investment election?**

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

**What type of accounts can my account balance be invested in?**

Your account balance can be invested in annuity contracts and custodial accounts.

**How will my account balances be invested if I do not make an investment election?**

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

**How often does the Plan Administrator determine how much my benefit in the Plan is worth?**

The Plan Administrator will determine the value of each Participant's benefit under the Plan on each business day. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

<b>MISCELLANEOUS</b>
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**Domestic Relations Orders**

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

**Amendment and Termination**

The Plan Administrator may amend or terminate the Plan at any time in its sole discretion. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

**Insurance**

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

**Administrator Discretion**

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

**Plan is Not a Contract of Employment**

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer's service or to interfere with the Employer's right to discharge any employee at any time.

**Waiver**

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

**Errors**

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

<b>ADMINISTRATIVE INFORMATION</b>
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**Plan Sponsor**

The Plan Sponsor is St. Bernards Hospital, Inc. dba St. Bernards Medical Center.

- Employer Identification Number: 71-0290019
- Address: 225 E. Washington #41, Jonesboro, Arkansas 72401
- Phone number: 870-207-1604

**Plan Administrator**

The Plan Administrator is a committee appointed by St. Bernards Hospital, Inc. dba St. Bernards Medical Center.

- Address: 225 E. Washington #41, Jonesboro, Arkansas 72401
- Phone number: 870-207-1604

**Plan Assets**

Assets of the Plan are held in annuity contracts and custodial accounts.

**Agent for Legal Service**

The agent for legal service for the Plan is the president of the board of St. Bernards Hospital, Inc. dba St. Bernards Medical Center.

- Address: 225 E. Washington #41, Jonesboro, Arkansas 72401
- Phone number: 870-207-1604

**Plan Number**

The Plan is a 403(b) plan. The Plan number is 002.

**Plan and Fiscal Year**

The Employer's fiscal year and the Plan Year end on 09/30.

<b>DEFINITIONS</b>
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**Account**

Your Account is the sum of all of your amounts in each of your different contribution accounts.

**Beneficiary**

Your Beneficiary is the individual who will get your benefit under the Plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiary.

**Compensation**

Compensation is your wages from the Employer that are subject to withholding under the federal income tax withholding rules measured over the Plan Year. For any self-employed individual, Compensation will mean earned income.

For purposes of Matching Contributions and Non-Elective Contributions, Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan.

For purposes of salary deferral contributions, Matching Contributions and Non-Elective Contributions, Compensation will include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Employer.

For purposes of salary deferral contributions, Matching Contributions and Non-Elective Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer.

For purposes of salary deferral contributions, Matching Contributions and Non-Elective Contributions, Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.

For purposes of all contributions, Compensation will exclude the following: signing bonuses received before a Participant's employment commencement date.

**Disability**

You will be considered Disabled when you have been determined disabled by the Social Security Administration and you are eligible to receive disability benefits under the Social Security Act.

**Salary Deferral Contributions**

Salary Deferral Contributions are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Employer.

Salary deferral contributions can be contributed either on a pre-tax basis or an after-tax basis. After-tax salary deferral contributions are referred to as Roth salary deferral contributions.

**Matching Contributions**

Matching Contributions are contributions that the Employer may make to the Plan on your behalf based on how much you contribute to the Plan.

**Normal Retirement Age**

Normal Retirement Age (NRA) is age 65.

**Non-Elective Contributions**

Non-Elective Contributions are contributions that the Employer may make to the Plan on your behalf based on a formula specified in the "Contributions - Employer" portion of this document.

**Plan Year**

The Plan Year is the 12 month period ending on 09/30.

**Rollover Contributions**

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

**Termination from Employment**

You will be considered to have a Termination from Employment when you are no longer employed with the Employer or any member of the employer's controlled group.

**Transfer Contributions**

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Employer's discretion as part of a merger or related transaction.

**Year of Eligibility Service**

A Year of Eligibility Service is earned when you have 1,000 hours in a Eligibility Computation period. The Eligibility Computation period is each 12 month period starting on your hire date for your first year of employment. Subsequent Eligibility Computation periods will be the Plan Year.

**VENDOR APPENDIX**

**Approved Vendors**

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Employer. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors listed below:

- TIAA