

**AMENDMENT NUMBER THREE
TO THE
ST. FRANCIS HEALTH SERVICES OF MORRIS
TAX DEFERRED ANNUITY PLAN**

EFFECTIVE DATE: August 1, 2015

The ST. FRANCIS HEALTH SERVICES OF MORRIS TAX DEFERRED ANNUITY PLAN, originally effective January 1, 1980, and restated in its entirety effective January 1, 2010, is hereby amended as follows:

By deleting Plan Section 8.02 of Article VIII in its entirety and by substituting in lieu thereof the following:

8.02 **Retirement Benefits.** The Participant's Individual Participant Account shall be payable to him commencing on the date of his retirement or on a later date elected by the Participant.

A Participant may elect in writing, pursuant to Plan Section 9.05(E), an optional form of distribution other than a Qualified Joint and Survivor Annuity for a Married Participant and a life annuity for an unmarried Participant (see Article IX). The optional forms of benefit (or a combination thereof) available under this Plan are:

(A) **Purchase of Annuity.** Annuities available are as follows:

- (1) **Life Annuity.** Monthly payments are to continue for the life of the Participant with no further benefits payable upon the death of the Participant.
- (2) **Certain and Life Annuity.** The certain period is to be 5, 10, or 15 years. Monthly payments are to continue for the life of the Participant. Upon the death of the Participant prior to the end of the certain period, monthly payments are to continue to the designated Beneficiary in the same amount for the remainder of the certain period as elected by the Participant.
- (3) **Joint and Survivor Annuity.** Monthly payments are to continue for the life of the Participant. Upon the death of the Participant, a percentage of the monthly payment which had been payable to the Participant shall continue to the contingent annuitant (if living) for life. The percentage of any monthly payment to continue to the contingent annuitant shall be either 50%, 66.67%, 75% or 100% as elected by the Participant.
- (4) **Installment Refund Annuity.** Monthly payments are to continue for the life of the Participant. Upon the death of the Participant, if the sum of the monthly payments previously made to the Participant is less than the value of the Individual Participant Account determined as of the date the annuity began, monthly payments of the same amount shall continue to the Beneficiary until the sum of all the monthly payments equals the total value of the Individual Participant Account applied under this option.
- (5) **Fixed Period.** Monthly payments are made throughout a fixed period as elected, not to exceed the life expectancy of the Participant. Upon the death of the Participant, if payments had been made for less than the contracted fixed period, annuity payments will continue during the

remainder of the contracted fixed period to the Participant's designated Beneficiary.

- (B) **Lump Sum Payment.** Payment is made in a single lump sum cash payment.
- (C) **Installment Payments.** Payments are made over a period certain in monthly, quarterly, semi-annual or annual cash installments. The period over which such payment is to be made shall not extend beyond the Participant's life expectancy (or the life expectancy of the Participant and his designated Beneficiary).
- (D) **Partial Withdrawals.** A partial payment is made, as determined at the discretion of the Participant.

ST. FRANCIS HEALTH SERVICES OF MORRIS has caused its name to be signed by its duly authorized officer to evidence adoption of this Plan amendment as of the date designated below.

ST. FRANCIS HEALTH SERVICES OF MORRIS

By _____

Title _____

Date _____