AMENDMENT NO. 2
TO THE
EMORY HEALTHCARE, INC.
RETIREMENT PLAN

THIS SECOND AMENDMENT, is hereby made and entered into this sixth day of February, 2023, and effective as set forth herein, by Emory Healthcare, Inc. (the "Employer").

W I T N E S S E T H

WHEREAS, the Employer has previously established and adopted the Emory Healthcare, Inc. Retirement Plan (the "Plan") for the benefit of its eligible employees, as last amended and restated effective as of December 31, 2019, and as subsequently amended from time to time;

WHEREAS, pursuant to Article 9 of the Plan, the Employer is authorized to amend or terminate the Plan at any time;

WHEREAS, the Employer previously amended the Plan to cease benefit accruals under the Plan effective as of January 1, 2012;

WHEREAS, the Employer previously amended the Plan to spin off the portion of the Plan that covers retirees in pay status and active or deferred vested participants whose lump sum value is greater than $5,000, or whose benefits are subject to a qualified domestic relations order to the Emory Healthcare, Inc. Retirement Plan 2, effective as of December 31, 2022; and

WHEREAS, pursuant to action taken by the Board of Directors of the Employer, the Employer is authorized to take all necessary action to terminate the Plan effective May 1, 2023, consistent with all applicable regulatory requirements and subject to such amendments as the Employer determines are necessary or appropriate to facilitate the termination of the Plan.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the premises and mutual covenants herein contained, the Employer, through action taken by its duly authorized officer, hereby amends the Plan effective May 1, 2023, subject to and conditioned on the determination of the Internal Revenue Service that the amendment and termination of the Plan does not adversely impact the tax-qualified status of the Plan, as follows:

1.

The Preamble to the Plan is hereby amended by adding the following new paragraph immediately after the existing fourth paragraph of the Preamble:

> "Effective May 1, 2023 (the 'Plan Termination Date'), the Plan is terminated, subject to approval by the Pension Benefit Guaranty Corporation and the determination of the Internal Revenue Service that the amendment and termination of the Plan does not adversely impact its tax-qualified status."

2.

Section 5.1 of the Plan is hereby amended by deleting section (a) in its entirety and inserting in lieu thereof the following:

> "(a) Each Participant is required to file an application for benefits on a form provided for that purpose by the Plan Administrator. Except as provided in subsection (b) or (c) of this Section or Section 9.3(b), as applicable, benefit payments may not begin before such an application has been filed with the Plan Administrator, which filing must occur within the election period described in Section 5.2(c)."

3.

Section 5.6 of the Plan is hereby amended by deleting subsection (a) in its entirety and inserting in lieu thereof the following:

> "(a) Notwithstanding any other provision of the Plan, a Participant who (1) is a 5% owner (as defined in Section 416 of the Code) or (2) has terminated employment with each Employer and Affiliated Employer and who has not commenced to receive distributions of his benefit as of April 1 of the calendar year following the calendar year in which he attains the applicable age, will commence to receive distribution of such benefit as of such date, based on the amount of such Participant's Accrued Benefit as of such date. The benefit of any other Participant must commence to be distributed no later than the April 1 of the year following the later of (i) the year in which he terminates employment with each Employer and Affiliated Employer or (ii) the year in which he attains the applicable age. For purposes of this Section 5.6(a), the 'applicable age' is (i) age 70½ for a Participant who was born before July 1, 1949; (ii) age 72 for a Participant who was born on or after July 1, 1949 but before January 1, 1950; (iii) age 73 for a Participant who was born on or after January 1, 1950 but before January 1, 1960; (iv) and age 75 for a Participant who was born on or after January 1, 1960."

4.

Section 9.3 is hereby amended by added the following section (b):

> "(b) The Plan is terminated effective as of the Plan Termination Date, subject to approval by the Pension Benefit Guaranty Corporation and the determination of the Internal Revenue Service that the amendment and termination of the Plan does not adversely impact its tax-qualified status. The Accrued Benefits of all affected Participants shall become fully vested as of the Plan Termination Date. The amount allocable to each Participant shall be determined in accordance with the provisions of the Code and ERISA, as applicable, and shall be distributed to him in accordance with the requirements thereof. The Plan Administrator shall determine, in its sole discretion, the date as of which the

distributions on account of the Plan termination shall occur.

Upon termination of the Plan in whole or in part as provided in the immediately preceding paragraph, the Employer shall deliver a written notice of termination of the Plan to the Plan Administrator and the Trustee, which notice shall show the effective date of said termination. The Plan Administrator will then, in accordance with the requirements of ERISA, notify the affected Participants, Beneficiaries, and the Pension Benefit Guaranty Corporation that the Plan is to be terminated. Upon satisfaction of the requirements of ERISA applicable to terminating pension plans, the Plan Administrator will carry out the provisions in the remainder of this Section unless pursuant to law, required to do otherwise. For the avoidance of doubt, the provisions in Section 5.1(c) shall not apply to any distributions after the Plan Termination Date.

Upon completion of the steps specified above, the Plan will be regarded as finally terminated with respect to the Employer, and no Participant, Spouse, or Beneficiary shall have any further right or claim to any benefits under the Plan."

5.

Section 9.4 is hereby amended by adding the following to the end thereof:

"To the extent that a Participant, Spouse, or Beneficiary, as applicable, whose benefit is payable within a single sum does not respond within a reasonable period of time, as determined by the Plan Administrator, such benefit (i) will be transferred to the Pension Benefit Guaranty Corporation pursuant to 29 C.F.R. Sections 4050.101-107 or (ii) will be transferred in such other manner as determined by the Plan Administrator in accordance with applicable law."

6.

Article IX of the Plan is hereby amended by deleting Section 9.5 in its entirety and inserting in lieu thereof the following:

"9.5 Upon complete termination of the Plan, each Participant shall have a fully vested and fully vested interest in his Accrued Benefit to the extent funded. The provisions of Sections 9.3 and 9.7 shall apply in determining the funded Accrued Benefit of each Participant. If any assets remain in the Plan after all liabilities are satisfied (including any administrative expenses incurred by the Plan in connection with the Plan termination), due to variations in actual experience and expected actuarial experience, such assets shall be, as determined by the Employer in its discretion, either (i) distributed to the Employer or an Affiliated Employer, or (ii) transferred to a qualified replacement plan as defined in Section 4980(d)(2) of the Code."

* * * *

Except as herein amended, the provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Amendment No. 2 to the Plan to be executed by its duly authorized officer as of the day and year first written above.

EMORY HEALTHCARE, INC.

By: _____

Name: Dane C. Peterson

Title: Interim CEO & President & COO