

# CHRISTUS HEALTH CASH BALANCE PLAN

## PLAN SUMMARY

January 1, 2022

**NOTE: THIS PLAN SUMMARY MERELY SUMMARIZES KEY PLAN FEATURES AND DOES NOT REPLACE THE LEGAL PLAN DOCUMENT. THIS SUMMARY IS INTENDED TO BE DRAFTED IN UNDERSTANDABLE LANGUAGE AND DOES NOT CONTAIN ALL THE TECHNICAL TERMS OF THE PLAN. IF THERE ARE ANY INCONSISTENCIES BETWEEN THE OFFICIAL PLAN DOCUMENT AND THIS PLAN SUMMARY, THE PLAN DOCUMENT WILL, IN ALL CASES, CONTROL. A COPY OF THE PLAN DOCUMENT MAY BE OBTAINED BY CONTACTING YOUR LOCAL BENEFITS COORDINATOR.**

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## INTRODUCTION

### HISTORY/TYPE OF PLAN

The CHRISTUS Health Cash Balance Plan (the “**Plan**”) is a retirement plan designed to provide retirement benefits for Associates of CHRISTUS Health who are eligible to participate in the Plan. The Plan is a “cash balance” type of retirement plan. A cash balance plan is a defined benefit pension plan under which each participant has a hypothetical account with a balance that reflects the value of his or her pension benefit. The Plan is intended to be “qualified” within the meaning of section 401(a) of the Internal Revenue Code (“**IRC**”). As a “church plan,” the Plan is not subject to the provisions of the Employee Retirement Income Security Act (ERISA), and pension benefits are not insured by the Pension Benefit Guaranty Corporation.

The Plan was originally adopted as the Sisters of Charity of the Incarnate Word Retirement Plan effective July 1, 1968. The Incarnate Word Health System Pension Plan was merged with and into the Plan effective January 1, 2000. The Plan has been amended several times since its inception. Most recently, the Plan was amended and restated effective January 1, 2020. This “**Plan Summary**” describes the material terms of the Plan as they exist on January 1, 2022.

Certain employers affiliated with CHRISTUS Health also participate in the Plan for the purpose of providing retirement benefits for their eligible Associates. As used in this Plan Summary, the term “**CHRISTUS**” refers collectively to CHRISTUS Health and those participating employers. A list of the participating employers can be found under “*Participating Employers*” in the “*Miscellaneous Plan Information*” section of this Plan Summary. The broader term “**CHRISTUS Controlled Group**” refers collectively to CHRISTUS Health and all of its affiliates (both participating and non-participating) that are considered to be a “single employer” under the IRC.

### HIGHLIGHTED PLAN CHANGES

There were important changes recently made to the Plan. Some of those changes, which are explained in more detail in this Plan Summary, include:

- Effective from and after July 1, 2019, “**Cash Balance Contributions**” were frozen. No additional Cash Balance Contributions accrued for any Participant (including Protected Group 5% Participants) on or after July 1, 2019. (See “*Definitions*” and “*Cash Balance Contributions*” sections of this Plan Summary).
- On June 30, 2019, a special 2019 Transition Benefit was paid to the Cash Balance Accounts of Transition Benefit Eligible Participants. (See “*2019 Special Transition Benefit*” section of this Plan Summary).
- As of July 1, 2019, the “**Vested Interest**” (see “*Definitions*” and “*Vesting*” sections of this Plan Summary) of Participants who were Employees on July 1, 2019 was changed to be 100% fully-vested.
- The definition of “**Compensation**” (see “*Definitions*” and “*Cash Balance Accounts and Credits*” sections of this Plan Summary) is changed to include clergy housing allowance and exclude amounts attributable to imputed income.
- The determination of the “**Designated Beneficiary**” (see “*Definitions*” and “*Death Benefits*” sections of this Plan Summary) for a Participant who dies with no valid

beneficiary designation in effect is changed to add a specific order under which individual(s) will be deemed the “Designated Beneficiary”.

- The age upon which a Participant either (i) must commence **Retirement Benefits** (see “*Definitions*” and “*Retirement Benefits*” sections of this Plan Summary) after terminating employment, or (ii) may elect to receive (or begin to receive) a Retirement Benefit prior to terminating employment is changed from 70½ to 72.

## DEFINITIONS

Each of the following terms when capitalized and used in this Plan Summary has the respective meaning described below or in the section referenced below except where the context clearly indicates to the contrary:

- (1) **Active Participant**: Each Participant who:
  - (i) Either (a) commences or continues active participation in the Plan on January 1, 2013 (see “*Eligibility and Commencement of Plan Participation*” under the “*Participation in the Plan*” section of this Plan Summary) or (b) is an Eligible Former Participant/CHRISTUS Affiliate Transfer who resumes participation in the Plan after January 1, 2013 (see “*Eligibility and Commencement of Plan Participation*” under the “*Participation in the Plan*” section of this Plan Summary); and
  - (ii) Has not ceased active participation in the Plan at the time the determination of Active Participant status is being made (see “*When Plan Participation Ends*” under the “*Participation in the Plan*” section of this Plan Summary).
- (2) **Annuity Starting Date**: “Annuity Starting Date” as described under “*Time of Payment of Retirement Benefit*” in the “*Retirement Benefits*” section of this Plan Summary.
- (3) **Associate**: Each common law employee of CHRISTUS.
- (4) **Break-in-Service**: A period of absence from active employment with the CHRISTUS Controlled Group during which a Participant does not complete at least one Hour of Service for two (or more) consecutive Plan Years (taking into account a special rule for absences due to pregnancy, birth of a child, or adoption of a child under which a limited number of Hours of Service will be credited to a Participant solely for the purpose of preventing a Break-in-Service from occurring).
- (5) **Cash Balance Account**: “Cash Balance Account” as described under “*Establishment of Cash Balance Accounts*” in the “*Cash Balance Accounts and Credits*” section of this Plan Summary.
- (6) **Cash Balance Contributions**: “Cash Balance Contributions” as described under “*Cash Balance Contributions*” in the “*Cash Balance Accounts and Credits*” section of this Plan Summary. Cash Balance Contributions were frozen effective July 1, 2019; no additional Cash Balance Contributions accrued to any Participant after that date.
- (7) **Cash Balance Interest**: “Cash Balance Interest” as described under “*Cash Balance Interest*” in the “*Cash Balance Accounts and Credits*” section of this Plan Summary.
- (8) **CHRISTUS**: CHRISTUS Health and each of its affiliates that is a participating employer in the Plan.
- (9) **CHRISTUS Board**: The Board of Directors of CHRISTUS Health.
- (10) **CHRISTUS Controlled Group**: CHRISTUS and each entity that is treated as a single employer with CHRISTUS Health under section 414(b), (c), (m), or (o) of the IRC.

- (11) **Committee**: The Plan administrative committee appointed by the CHRISTUS Board as described under “*Administration of the Plan*” in the “*Miscellaneous Plan Information*” section of this Plan Summary.
- (12) **Compensation**: “Compensation” as defined under “*Cash Balance Contributions*” in the “*Cash Balance Accounts and Credits*” section of this Plan Summary.
- (13) **Death Benefit**: “Death Benefit” as described under “*Death Before Annuity Starting Date*” in the “*Death Benefits*” section of this Plan Summary.
- (14) **Designated Beneficiary**: “Designated Beneficiary” as described under “*Designation of Beneficiary*” in the “*Death Benefits*” section of this Plan Summary.
- (15) **Direct Rollover**: An eligible Plan distribution transferred directly to another eligible retirement plan as described under “*Direct Rollover Option for Participants*” in the “*Retirement Benefits*” section of this Plan Summary.
- (16) **Early Retirement Date**: For each Participant, the first date upon which the Participant has both (i) completed two (or more) Years of Vesting Service and (ii) attained the age of 55.
- (17) **Eligible Associate**: Each Associate eligible to participate in the Plan as described under “*Eligibility and Commencement of Plan Participation*” in the “*Participation in the Plan*” section of this Plan Summary.
- (18) **Eligible Former Participant/CHRISTUS Affiliate Transfer**: Each Associate who (i) was formerly participating in the Plan, (ii) terminated participation because of a loss of Eligible Associate status (by reason of a termination of employment with CHRISTUS or for any other reason), (iii) is rehired by CHRISTUS as an Eligible Associate (or, if still employed by CHRISTUS, again becomes an Eligible Associate) on or after January 1, 2013, and (iv) during the period between termination and rehire, or between loss of Eligible Associate status and resumption of Eligible Associate status, worked continuously within the CHRISTUS Controlled Group.
- (19) **Hour of Service**: Each hour for which an Associate is directly or indirectly paid or entitled to payment by CHRISTUS for the performance of duties, or for reasons other than the performance of duties (such as vacations), with the following modifications:
  - (i) An Hour of Service also includes each hour not otherwise credited for which CHRISTUS awards back pay.
  - (ii) An Hour of Service does not include cashed-out vacation hours or other paid time off to the extent such paid hours of absence occur after the Participant has terminated employment with CHRISTUS.
  - (iii) Hours of Service with any employer in the CHRISTUS Controlled Group will count as Hours of Service with CHRISTUS.
- (20) **Interest Crediting Rate**: The average of the annual rates of interest on 10-year Treasury securities for the months of August, September, October, and November immediately preceding the Plan Year for which Cash Balance Interest is being credited under the Plan, except that the Interest Crediting Rate will not be above 8%.

- (21) **IRC or Internal Revenue Code**: The Internal Revenue Code of 1986, as amended from time to time.
- (22) **IWHS**: The Incarnate Word Health System.
- (23) **IWHS Prior Plan**: The Incarnate Word Health System Pension Plan as it existed prior to January 1, 2000.
- (24) **LTD Cash Balance Contribution**: “LTD Cash Balance Contribution” as described under “*Term Vested LTD Cash Balance Contribution*” in the “*Cash Balance Accounts and Credits*” section of this Plan Summary.
- (25) **LTD Compensation**: “LTD Compensation” as described under “*Term Vested LTD Cash Balance Contribution*” in the “*Cash Balance Accounts and Credits*” section of this Plan Summary.
- (26) **Non-Acute Care Associate**: Each Associate who is employed in connection with a CHRISTUS non-acute care facility as classified by and in the discretion of CHRISTUS Health.
- (27) **Normal Retirement Date**: For each Participant, the first date upon which the Participant has both (i) completed five (or more) Years of Vesting Service and (ii) attained the age of 65.
- (28) **Participant**: Each (i) Active Participant and (ii) other individual who has commenced participation in the Plan and whose Plan benefit has not been fully distributed from the Plan.
- (29) **Plan**: The CHRISTUS Health Cash Balance Plan, as amended from time to time.
- (30) **Plan Summary**: This booklet summarizing the material terms of the Plan.
- (31) **Plan Year**: Each calendar year.
- (32) **Prior Plan**: The SCH Prior Plan and/or the IWHS Prior Plan.
- (33) **Prior Plan Participant**: Each Participant who is in any one of the following categories:
  - (i) A Participant who did not participate in the Plan after December 31, 1994 (for participants in the SCH Prior Plan) or after December 31, 1999 (for participants in the IWHS Prior Plan).
  - (ii) A Participant whose Annuity Starting Date occurred prior to January 1, 1995 (for participants in the SCH Prior Plan) or prior to January 1, 2000 (for participants in the IWHS Prior Plan).
  - (iii) A Participant who was a participant in the SCH Prior Plan, terminated employment with SCH prior to January 1, 1995, and was not rehired by SCH or CHRISTUS within 90 days of such termination.
  - (iv) A Participant who was a participant in the IWHS Prior Plan, terminated employment with IWHS or CHRISTUS prior to January 1, 2000, and was not



rehired by IWHS or CHRISTUS before the expiration of the earlier of five years of such termination or two consecutive years during which such Participant performed less than 501 Hours of Service.

A Participant in any one of the above categories will be a "Prior Plan Participant" only with respect to Plan benefits that are not credited to his or her Cash Balance Account.

(34) **Protected Group I Participant**: Each Participant who, on the date of his or her termination of employment with the CHRISTUS Controlled Group, meets all of the following requirements:

- (i) The Participant was an active Participant in the Plan after December 31, 1994 (for participants in the SCH Prior Plan) or after December 31, 1999 (for participants in the IWHS Prior Plan);
- (ii) The Participant had both attained age 50 and completed five (or more) Years of Vesting Service as of December 31, 1994 (for participants in the SCH Prior Plan) or as of December 31, 1999 (for participants in the IWHS Prior Plan);
- (iii) For each Participant who was a participant in the SCH Prior Plan, the Participant's Annuity Starting Date with respect to his or her retirement benefit under the SCH Prior Plan had not occurred as of January 1, 1995;
- (iv) For each Participant who was a participant in the IWHS Prior Plan, the Participant's Annuity Starting Date with respect to his or her retirement benefit under the IWHS Prior Plan had not occurred as of January 1, 2000;
- (v) For each Participant who was a participant in the SCH Prior Plan, the Participant had not previously terminated employment with CHRISTUS as a Protected Group I Participant or a Protected Group II Participant on any date after January 1, 1995, and then been rehired by CHRISTUS after his or her Annuity Starting Date; and
- (vi) For each Participant who was a participant in the IWHS Prior Plan, the Participant had not previously terminated employment with CHRISTUS as a Protected Group I Participant or a Protected Group II Participant on any date after January 1, 2000, and then been rehired by CHRISTUS after his or her Annuity Starting Date.

(35) **Protected Group II Participant**: Each Participant who, on the date of his or her termination of employment with the CHRISTUS Controlled Group, meets all of the following requirements:

- (i) The Participant was an active Participant in the Plan after December 31, 1994 (for participants in the SCH Prior Plan) or after December 31, 1999 (for participants in the IWHS Prior Plan);
- (ii) The Participant both attained age 35 and completed five (or more) Years of Vesting Service as of December 31, 1994 (for participants in the SCH Prior Plan) or as of December 31, 1999 (for participants in the IWHS Prior Plan);

- (iii) The Participant's combined age and Years of Vesting Service equals or exceeds 65;
  - (iv) The Participant is not a Protected Group I Participant;
  - (v) For each Participant who was a participant in the SCH Prior Plan, the Participant's Annuity Starting Date with respect to his or her retirement benefit under the SCH Prior Plan had not occurred as of January 1, 1995;
  - (vi) For each Participant who was a participant in the IWHS Prior Plan, the Participant's Annuity Starting Date with respect to his or her retirement benefit under the IWHS Prior Plan had not occurred as of January 1, 2000;
  - (vii) For each Participant who was a participant in the SCH Prior Plan, the Participant had not previously terminated employment with CHRISTUS as a Protected Group I Participant or a Protected Group II Participant on any date on or after January 1, 1995, and then been rehired by CHRISTUS after his or her Annuity Starting Date; and
  - (viii) For each Participant who was a participant in the IWHS Prior Plan, the Participant had not previously terminated employment with CHRISTUS as a Protected Group I Participant or a Protected Group II Participant on any date on or after January 1, 2000, and then been rehired by CHRISTUS after his or her Annuity Starting Date.
- (36) **Protected Group II Supplement:** For each Protected Group II Participant, the amount equal to the excess, if any, of (i) over (ii) below, determined as of December 31, 2012, or, if earlier, the first day of the month following the date the Protected Group II Participant becomes entitled to a Retirement Benefit:
- (i) The actuarially equivalent present value of a Protected Group II Participant's "normal retirement benefit" or "termination benefit," whichever is applicable (as each term is defined in the SCH Prior Plan or IWHS Prior Plan, as applicable), calculated as if the Protected Group II Participant was a Prior Plan Participant.
  - (ii) 125% of the Participant's Retirement Benefit (without consideration of any Prior Plan benefit).
- (37) **Protected Group 5% Participant:** Each Participant who meets all of the following requirements:
- (i) The Participant is either a Protected Group I Participant or a Protected Group II Participant (but determined without regard to the fact (if otherwise applicable) that the Participant has not yet terminated employment with a combined age and Years of Vesting Service equal to or greater than 65);
  - (ii) On December 31, 2012, the Participant is at least 53 years old (in the case of a former participant in the SCH Prior Plan) or at least 48 years old (in the case of a former participant in the IWHS Prior Plan); and

- (iii) The Participant is an Active Participant in the Plan on January 1, 2013 (or on a later date in the case of an Eligible Former Participant/CHRISTUS Affiliate Transfer who resumes Active Participant status).
- (38) **QDRO**: A “qualified domestic relations order” as described under “*No Assignment of Benefits/Divorce*” in the “*Miscellaneous Plan Information*” section of this Plan Summary.
- (39) **Retirement Benefit**: “Retirement Benefit” as defined under “*Retirement Benefit*” in the “*Retirement Benefits*” section of this Plan Summary.
- (40) **RMD Date**: The April 1<sup>st</sup> following the year the Participant attains age (i) 70 ½ if born before July 1, 1949 or (ii) 72 if born after June 30, 1949.
- (41) **SCH**: The Sisters of Charity of the Incarnate Word, Houston, Texas.
- (42) **SCH Prior Plan**: The Sisters of Charity of the Incarnate Word Retirement Plan as it existed prior to January 1, 1995.
- (43) **Term Vested LTD Participant**: Each Participant who meets all of the following requirements:
  - (i) The Participant terminated employment with CHRISTUS on account of a Total and Permanent Disability prior to age 65;
  - (ii) The Participant had a 100% Vested Interest at the time of his or her termination of employment; and
  - (iii) The Participant’s Annuity Starting Date has not occurred.
- (44) **Total and Permanent Disability**: A determination by the Committee, based upon a written medical opinion (unless waived by the Committee as unnecessary), that the Participant has a total and permanent disability.
- (45) **Vested Interest**: “Vested Interest” as described and determined under “*Acquiring a Vested Interest*” in the “*Vesting*” section of this Plan Summary.
- (46) **Year of Vesting Service**: “Year of Vesting Service” as described under “*Acquiring a Vested Interest*” in the “*Vesting*” section of this Plan Summary.

## PARTICIPATION IN THE PLAN

### ELIGIBILITY AND COMMENCEMENT OF PLAN PARTICIPATION

Each Participant who was a Participant in the Plan on December 31, 2012, and was also an “Eligible Associate” (defined below) on January 1, 2013, continued as an “**Active Participant**” in the Plan on January 1, 2013.

Each Associate who, on December 31, 2012, was an Eligible Associate under the terms of the Plan on that date and was in the process of completing the required year of participation service to become a Participant in the Plan became an Active Participant on January 1, 2013, if that Associate was an “Eligible Associate” (as defined below) on January 1, 2013 (even if the Associate had not completed a year of participation service on that date).

Participation in the Plan was frozen as of January 1, 2013. Only Associates who were Active Participants on January 1, 2013, and Eligible Former Participant/CHRISTUS Affiliate Transfers who again became Eligible Associates prior to January 1, 2013 may participate as Active Participants in the Plan. No other individual who is hired or rehired by CHRISTUS or who becomes or again becomes an “Eligible Associate” on or after January 1, 2013, is eligible to become (or again become) an Active Participant in the Plan.

An “**Eligible Associate**” is each Associate *except* for the following individuals:

- Each Associate who is classified by CHRISTUS as an “Attendant.”
- Each Associate who is a Non-Acute Care Associate.
- Each Associate who is classified by CHRISTUS as a “per diem” Associate.
- Each “leased employee” (as defined in the IRC).
- Each nonresident alien with no earned income from CHRISTUS that constitutes income from sources within the United States.
- Each individual who is classified or treated by CHRISTUS as an independent contractor or other non-common law employee.
- Each individual who has a termination of employment with the CHRISTUS Controlled Group on or after January 1, 2013.
- Each individual who, on January 1, 2013, was not either an Active Participant or a former Active Participant who has been continuously employed by the CHRISTUS Controlled Group since he or she ceased to be an Active Participant.

### WHEN PLAN PARTICIPATION ENDS

Once an Eligible Associate becomes an Active Participant in the Plan, the Eligible Associate will remain an Active Participant as long as (and only as long as) such individual remains an Eligible Associate. Once a Participant loses status as an Eligible Associate, that individual will no longer be an Active Participant in the Plan. If a Participant does not have, or no longer has, status as an Active Participant, that Participant may not receive an allocation of Cash Balance

Contributions or Cash Balance Interest for any period during which such individual does not have Active Participant status except as follows:

- Certain “**Term Vested LTD Participants**” (see “*Definitions*” section of this Plan Summary) will be credited with special Cash Balance Contributions for a limited period of time (see “*Term Vested LTD Cash Balance Contributions*” under the “*Cash Balance Accounts and Credits*” section of this Plan Summary);
- Each Participant who is not an Active Participant but has a balance in his or her Cash Balance Account will continue to receive “Cash Balance Interest” for a limited period of time (see “*Cash Balance Interest*” under the “*Cash Balance Accounts and Credits*” section of this Plan Summary).
- Each Participant who loses Active Participant status during a Plan Year will be entitled to a Cash Balance Contribution for the Plan Year in which he or she loses Active Participant status (but not for any subsequent Plan Year) but based solely on such Participant’s Compensation for services performed during such Plan Year either as an Active Participant or as a former Active Participant employed by CHRISTUS (see “*Annual Cash Balance Contributions*” under the “*Cash Balance Accounts and Credits*” section of this Plan Summary).

A former Active Participant who ceases to be an Eligible Associate for any reason, and each other Participant who is not an Active Participant, will not be able to commence or resume participation in the Plan as an Active Participant unless that Participant is an Eligible Former Participant/CHRISTUS Affiliate Transfer who becomes entitled to resume Plan participation as an Active Participant (see “*Eligibility and Commencement of Plan Participation*” above).

## **CASH BALANCE ACCOUNTS AND CREDITS**

### **ESTABLISHMENT OF CASH BALANCE ACCOUNTS**

A “Cash Balance Account” has been established for each Participant who has participated in the Plan at any time after December 31, 1994. A “**Cash Balance Account**” is a hypothetical account to which Cash Balance Contributions and Cash Balance Interest are credited for the Participant. The following provisions of this section describe those contributions and credits.

### **CASH BALANCE CONTRIBUTIONS**

“**Cash Balance Contributions**” are credited to Participants’ Cash Balance Accounts as follows:

#### ***ANNUAL CASH BALANCE CONTRIBUTIONS***

At the end of each Plan Year beginning prior to January 1, 2019, the Cash Balance Account of each Participant who was an Active Participant during the Plan Year was credited with an annual “Cash Balance Contribution.” No other individual will be credited with Cash Balance Contributions for a Plan Year.

This annual “Cash Balance Contribution” was equal to 3% of the Participant’s “Compensation” (as defined below) for the Plan Year unless the Participant is a “**Protected Group 5% Participant**” (see “*Definitions*” section of this Plan Summary). The Cash Balance Contribution for each Protected Group 5% Participant was equal to 5% of his or her “Compensation” (as defined below) for the Plan Year.

Notwithstanding the foregoing, effective from and after July 1, 2019, Cash Balance Contributions were frozen. No additional Cash Balance Contributions accrued for any Participant (including Protected Group 5% Participants) on or after July 1, 2019.

“**Compensation**” for purposes of annual Cash Balance Contributions consists of all amounts paid by CHRISTUS to (or for) the Participant for services performed during the Plan Year while the Participant was either (1) an Active Participant or (2) a former Active Participant employed by the Employer, but only to the extent those amounts are taxable and required to be reported on the Participant’s Form W-2, subject to the following adjustments:

- A Participant’s “Compensation” *includes* the following amounts, even if not reported on the Participant’s Form W-2:
  - The Participant’s tax-deferred contributions to the Matched Savings Plan;
  - Any pre-tax amounts deducted from the Participant’s pay under the Comprehensive Welfare Benefits Plan<sup>1</sup>;
  - Qualified transportation fringe benefits that are not included in income by reason of section 132(f)(4) of the IRC;
  - The Participant’s contributions deferred under the AHA Deferred Compensation Plan, the CHRISTUS Health 457(b) Plan or any other elective contributions made on

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<sup>1</sup> Note to Review: Please confirm this is the current name of the Section 125 plan..

- a Participant's behalf that are not includable in the Participant's income by reason of section 402(e)(3), 402(h), 403(b) or 457(a) of the IRC;<sup>2</sup>
- Amounts received by the Participant from CHRISTUS for any period the Participant is not performing services for CHRISTUS because he or she is on qualified military leave (to the extent those payments do not exceed the amounts such individual would have received if he or she had continued performing services for CHRISTUS and are required to be included by section 414(u) of the IRC);
  - Amounts included in the Participant's gross income by reason of noncompliance with section 409A of the IRC; and
  - Amounts attributable to a clergy housing allowance paid in accordance with Section 107 of the IRC.
- A Participant's "Compensation" *excludes* the following amounts, even if reported on the Participant's Form W-2:
- Severance benefits;
  - Amounts that are included in income by reason of distribution from or vesting under the SCH Early Retirement Plan for Executives;<sup>3</sup>
  - Amounts that are included in income by reason of distribution from or vesting under the AHA Deferred Compensation Plan;
  - Amounts that are included in income by reason of distribution from or vesting under the Executive Pension Restoration Plan;
  - Amounts received as disaster relief assistance;
  - FLEX Dollars;
  - Amounts received after the Participant terminates employment with the CHRISTUS Controlled Group that the Participant would not have received if he or she had not terminated employment (with the exception of PTO cash-out);
  - All amounts received by the Participant after the later of (i) 2½ months after the Participant terminates employment with the CHRISTUS Controlled Group or (ii) December 31st of the Plan Year in which the Participant terminates employment with the CHRISTUS Controlled Group;
  - Any amounts considered imputed income, including imputed income from group term life insurance; and
  - All amounts in excess of the \$200,000 limitation under the IRC, as adjusted from time to time by the Internal Revenue Service (\$305,000 for 2022).

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**NOTE:** “Compensation” for purposes of the annual Cash Balance Contribution will not include Compensation for any month for which the Participant is entitled to an “**LTD Cash Balance Contribution**” (see “*Term Vested LTD Cash Balance Contribution*” below).

#### ***SPECIAL CASH BALANCE CONTRIBUTION FOR FIRST YEAR OF PARTICIPATION***

For each Plan Year beginning on or before January 1, 2013, each new Participant will also receive a one-time special Cash Balance Contribution, which will be calculated and credited to the Participant’s Cash Balance Account as of the date the Participant first becomes a Participant in the Plan. The amount of this special Cash Balance Contribution will equal the value of any Cash Balance Contributions that would have been credited to the Participant’s Cash Balance Account if such individual had become a Participant on his or her date of hire (or rehire, if applicable). The Cash Balance Contribution described in this paragraph was not made for any Plan Year beginning after January 1, 2013.

#### ***TERM VESTED LTD CASH BALANCE CONTRIBUTION***

For each month during a Plan Year on or after January 1, 2013, during all of which a Participant is a “**Term Vested LTD Participant**,” the Cash Balance Account of such Participant will be credited with a special “LTD Cash Balance Contribution” (as defined below).

The “**LTD Cash Balance Contribution**” is an amount calculated by multiplying the Participant’s “LTD Compensation” (as defined below) by 3% (or 5% in the case of a Protected Group 5% Participant).

A Term Vested LTD Participant’s “**LTD Compensation**” for the relevant month is the greater of (1) the Participant’s “compensation” (as defined under the Plan at the relevant time) for the Plan Year in which the Participant incurred a “**Total and Permanent Disability**” or (2) the Participant’s “compensation” (as defined under the Plan at the relevant time) for the Plan Year immediately preceding the Plan Year in which the Participant incurred a Total and Permanent Disability, in either case divided by 12.

**NOTE:** LTD Cash Balance Contributions are not credited or will be restricted in certain circumstances:

- No LTD Cash Balance Contributions will be credited to any Term Vested LTD Participant after his or her Annuity Starting Date (see “*Time of Payment of Retirement Benefit*” under the “*Retirement Benefits*” section of this Plan Summary).
- No LTD Cash Balance Contribution will be credited to a Term Vested LTD Participant for any month in a Plan Year if the Term Vested LTD Participant is entitled to an annual Cash Balance Contribution for that month (see “*Annual Cash Balance Contributions*” section above).
- No LTD Cash Balance Contribution will accrue for any Term Vested LTD Participant on or after July 1, 2019.



### ***SPECIAL 2019 TRANSITION BENEFIT***

The Cash Balance Account of each Cash Balance Participant who is a “Transition Benefit Eligible Participant” (as defined below) was credited with a Transition Benefit (as described below).

Transition Benefit Eligible Participants are (i) Cash Balance Participants who were actively employed by an Employer on December 31, 2018 or (ii) Term-Vested LTD Participants on December 31, 2018.

On June 30, 2019, the Cash Balance Account of each Transition Benefit Eligible Participant was credited with a Transition Benefit equal to 10% of such Transition Benefit Eligible Participant’s Compensation for the Plan Year ending on December 31, 2018, including, without limitation, LTD Compensation (as described in the “*Term Vested LTD Cash Balance Contribution*” section of this Plan Summary) for each month during the 2018 Plan Year that the Participant was a Term-Vested LTD Participant for the entire month.

### **CASH BALANCE INTEREST**

#### ***ANNUAL CASH BALANCE INTEREST***

The Cash Balance Account of each eligible Participant will also be credited with “**Cash Balance Interest**” at the end of each Plan Year. A Participant is eligible to receive Cash Balance Interest for a Plan Year *if* the balance of the Participant’s Cash Balance Account as of the last day of the immediately *preceding* Plan Year is greater than zero. A Participant will no longer be eligible to receive an allocation of Cash Balance Interest on or after the earlier of the following two dates:

- The Participant’s Annuity Starting Date (see “*Time of Payment of Retirement Benefit*” under the “*Retirement Benefits*” section of this Plan Summary); or
- The Participant’s RMD Date (see “*Definitions*” section of this Plan Summary).

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Generally, the amount of the Participant’s “**Cash Balance Interest**” for a Plan Year will be equal to the balance of the Participant’s Cash Balance Account as of the last day of the immediately *preceding* Plan Year, multiplied by the applicable “**Interest Crediting Rate**” (see “*Definitions*” section of this Plan Summary). However, in the Plan Year during which the Participant first becomes ineligible to receive Cash Balance Interest, his or her Cash Balance Interest for that Plan Year will be prorated to reflect only the number of full months of the Plan Year during which the Participant was eligible to receive Cash Balance Interest. That prorated amount will be determined by multiplying the Cash Balance Interest to which the Participant would otherwise be entitled by a fraction, the numerator of which is the number of full months in the Plan Year preceding the date the Participant became ineligible to receive Cash Balance Interest, and the denominator of which is 12.

#### ***SPECIAL CASH BALANCE INTEREST FOR FIRST YEAR OF PARTICIPATION***

For each Plan Year beginning on or before January 1, 2013, each new Participant will also receive a one-time special Cash Balance Interest credit, calculated and credited as of the date the Participant first becomes a Participant in the Plan. The amount of this special Cash Balance Interest will equal the value of any Cash Balance Interest that would have been credited to the

Participant's Cash Balance Account if the Participant had become a Participant on his or her date of hire (or rehire, if applicable).

## VESTING

A Participant's "**Vested Interest**" is the percentage of the Participant's Cash Balance Account that has become vested and nonforfeitable. This section describes how Associates acquire a Vested Interest.

### **ACQUIRING A VESTED INTEREST**

#### ***VESTING SCHEDULE***

Each Associate earns a Vested Interest as he or she completes "**Years of Vesting Service**" (as defined below) with the CHRISTUS Controlled Group under the following vesting schedule:

<b><u>Completed Years of Vesting Service</u></b>	<b><u>Vested Interest</u></b>
Less than 2 years	0%
2 years but less than 3 years	25%
3 years but less than 4 years	50%
4 years but less than 5 years	75%
5 years (or more)	100%

An Associate will acquire a 100% Vested Interest before the completion of five Years of Vesting Service if the Associate dies while employed by the CHRISTUS Controlled Group and, at the time of his or her death, the Associate has more than a 0% Vested Interest.

#### ***EARNING YEARS OF VESTING SERVICE***

For periods prior to January 1, 2013, each Associate will be credited with the number of "Years of Vesting Service" for purposes of the Plan's vesting schedule that are credited to that individual under the Plan as of December 31, 2012.

Beginning January 1, 2013, each Associate will be credited with one "Year of Vesting Service" for purposes of the Plan's vesting schedule for each Plan Year during which the Associate completes 1,000 or more "**Hours of Service**" (see "*Definitions*" section of this Plan Summary). An Associate may be credited with only one Year of Vesting Service at the completion of each Plan Year even if the Associate completes more than 1,000 Hours of Service in that Plan Year. There is no crediting of partial Years of Vesting Service.

#### ***Full Vesting as of July 1, 2019***

Notwithstanding the above, effective as of July 1, 2019, the Vested Interest of all Participants who were Associates on July 1, 2019 is 100%.

### **EFFECT OF TERMINATION OF EMPLOYMENT ON VESTING AND VESTED INTEREST**

If a Participant terminates employment with the CHRISTUS Controlled Group, the Participant will be entitled to the Vested Interest in the balance of his or her Cash Balance Account as of the date of termination of employment (plus any Cash Balance Interest credited on that vested portion after the Participant's termination of employment). That amount is vested and nonforfeitable.

**NOTE:** If the Participant continues to work within the CHRISTUS Controlled Group after termination of employment with CHRISTUS, the Participant will continue to earn Years of Vesting Service even if he or she is no longer an Active Participant in the Plan. Any additional Years of Vesting Service acquired by working within the CHRISTUS Controlled Group will increase the Participant's Vested Interest in the portion of his or her Cash Balance Account that was not vested at termination of employment with CHRISTUS.

If a Participant terminates employment with the CHRISTUS Controlled Group with less than a 100% Vested Interest and is then rehired, the terminated Participant will not be able to rejoin the Plan as an Active Participant upon rehire, but the Participant's nonvested Cash Balance Account balance will be restored to his or her Cash Balance Account if the Participant is rehired before incurring a "**Break-in-Service**" (see "*Definitions*" section of this Plan Summary). The Participant will then be entitled to earn a Vested Interest in that nonvested portion that was re-credited to the Participant's Cash Balance Account at termination, even if the Participant is no longer an Active Participant in the Plan. However, if the Participant is rehired after incurring a "**Break-in-Service**" (see "*Definitions*" section of this Plan Summary), the nonvested portion of the Participant's Cash Balance Account remains forfeited and will not be restored. The Participant will not be able to earn any Vested Interest in that forfeited portion upon his or her rehire.

## RETIREMENT BENEFITS

### RETIREMENT BENEFIT

Each Participant becomes entitled to payment of his or her “Retirement Benefit” (as defined below) when (and only when) the Participant terminates employment with the CHRISTUS Controlled Group.

A Participant’s “**Retirement Benefit**” is the total amount credited to the Participant’s Cash Balance Account (determined on the Participant’s “Annuity Starting Date” (as defined below)), multiplied by the Participant’s “Vested Interest” (as described under the “*Vesting*” section of this Plan Summary), subject to statutory limitations imposed on Retirement Benefits by the IRC. Special provisions apply to Retirement Benefits payable to “Protected Group I Participants,” “Protected Group II Participants,” and “Prior Plan Participants” (see “*Special Provisions for Certain Groups of Participants*” section of this Plan Summary).

### TIME OF PAYMENT OF RETIREMENT BENEFIT

A terminated Participant’s Retirement Benefit will be paid (if the form is a lump sum) or will begin (if the form is other than a lump sum) on the Participant’s “**Annuity Starting Date.**” The date that is the Participant’s Annuity Starting Date will depend on the amount of the Participant’s Retirement Benefit as follows:

- If the terminated Participant’s Retirement Benefit does not exceed \$1,000, the Participant’s Annuity Starting Date generally will be no later than March 31 of the Plan Year following the Plan Year during which the Participant terminates employment with the CHRISTUS Controlled Group. However, if it is not administratively practicable to implement the Participant’s Annuity Starting Date by that date, the Participant’s Annuity Starting Date will be any later date that is as soon as administratively practicable after that termination of employment.
- If the terminated Participant’s Retirement Benefit exceeds \$1,000 but does not exceed \$10,000, the Participant may elect to take his Retirement Benefit at any time after his or her termination of employment with the CHRISTUS Controlled Group. In that case, the Participant’s Annuity Starting Date will be the date that is as soon as administratively practicable after the Participant’s post-termination election to receive his or her Retirement Benefit.
- If the terminated Participant’s Retirement Benefit exceeds \$10,000, the Participant may not elect to take his or her Retirement Benefit before reaching age 55 even if the Participant has a termination of employment with the CHRISTUS Controlled Group. In that case, the Participant’s Annuity Starting Date will be the date that is as soon as administratively practicable after the terminated Participant both reaches age 55 and makes an election to receive his or her Retirement Benefit.

**NOTE:** Unless a terminated Participant’s Retirement Benefit either does not exceed \$1,000 or is paid in the form of a 50% or higher joint and survivor annuity with the Participant’s spouse as the joint annuitant, the Participant must obtain the written consent of his or her spouse in order to elect to take his or her Retirement Benefit prior to the Participant’s “**Normal Retirement Date**” (see “*Definitions*” section of this Plan Summary).

**NOTE:** A terminated Participant may not elect to defer receipt of his or her Retirement Benefit beyond his or her Normal Retirement Date and, if a terminated Participant has not received (or begun to receive) his Retirement Benefit by that date, the Participant's Retirement Benefit will be automatically distributed to the Participant when the Participant reaches his or her Normal Retirement Date.

**NOTE:** Even if a Participant terminates employment with CHRISTUS, the Participant's Annuity Starting Date will not occur as long as the Participant is employed by any CHRISTUS Controlled Group member. The exception to this is that, if the Participant is still employed by CHRISTUS or any CHRISTUS Controlled Group member on the Participant's RMD Date (see "*Definitions*" section of this Plan Summary), the Participant may elect to receive (or begin to receive if applicable) his or her Retirement Benefit prior to terminating employment.

If a Participant is employed by CHRISTUS or any CHRISTUS Controlled Group member and such Participant's Annuity Starting Date is after the Participant's RMD Date, then on the Participant's Annuity Starting Date, the balance of such Participant's retirement benefit calculated as of his or her RMD Date shall be converted to a single life annuity at the Annuity Starting Date, and the Participant's retirement benefit shall be equal to the greater of (i) the Vested Interest in his or her Cash Balance Account on the prior December 31<sup>st</sup> increased with Cash Balance Interest to the Annuity Starting Date; and (ii) the Actuarial Equivalent present value of the annuity on the prior December 31<sup>st</sup> actuarially increased to the Annuity Starting Date. The adjustments to the Participant's retirement benefit described in this paragraph shall be made regardless of the payment option elected by the Participant at his or her Annuity Starting Date (lump sum or annuity).

## **FORM OF PAYMENT OF RETIREMENT BENEFIT**

### ***NORMAL FORM OF PAYMENT OF RETIREMENT BENEFIT***

A Participant's Retirement Benefit will automatically be paid under one of two "**normal forms**" of payment. Which of those two normal forms applies depends on the Participant's age and marital status on his or her Annuity Starting Date as follows:

- If the Participant is both married and age 55 (or older) on his or her Annuity Starting Date, the normal form of payment will be a joint and 50% survivor annuity.
- If the Participant either is not married or is under age 55 on his or her Annuity Starting Date, the normal form of payment will be a single lump sum payment.

### ***ALTERNATIVE FORMS OF PAYMENT OF RETIREMENT BENEFIT***

Each Participant who has reached the age of 55 without having begun to receive his or her Retirement Benefit is entitled to select one of the "**alternative forms**" for payment of his or her Retirement Benefit instead of the normal form described above. The alternative forms of payment are not available to any Participant whose Annuity Starting Date occurs prior to the Participant's 55<sup>th</sup> birthday, and that Participant must take his or her Retirement Benefit in a single lump sum payment. In addition, if the Participant is married on his or her Annuity Starting Date, the Participant must obtain the written consent of his or her spouse in order to elect an alternative form of payment.

The alternative forms that an eligible Participant may elect for payment of his or her Retirement Benefit are:

**Life Annuity:** Under this form of payment, the Participant will receive monthly payments for the Participant's life. No benefits are payable to a spouse or beneficiary after the Participant's death.

**Joint and 50% Survivor Annuity:** Under this form of payment, the Participant will receive a reduced monthly benefit payable for the Participant's life in exchange for the guarantee that 50% of that amount will be continued—at the Participant's death—to the Participant's surviving spouse. To provide this continued income, the benefit the Participant receives while he or she is living will be reduced because it will be paid over the lifetime of two people rather than one. The amount that the Participant's surviving spouse will receive after the Participant's death will equal one-half of the amount the Participant is receiving when the Participant dies.

**Joint and 100% Survivor Annuity:** Under this form of payment, the Participant will receive a reduced monthly benefit payable for his or her life in exchange for the guarantee that 100% of that amount will be continued—at the Participant's death—to the Participant's surviving spouse. To provide this continued income, the benefit the Participant receives while he or she is living will be reduced (because it will be paid over the lifetime of two people rather than one). The amount that the Participant's surviving spouse will receive after the Participant's death will equal 100% of the amount the Participant is receiving when the Participant dies.

**Term Certain and Continuous:** Under this form of payment, the Participant will receive a reduced monthly benefit guaranteed for either a five-year term (60 months) or a ten-year term (120 months), whichever guaranteed term the Participant chooses. If the Participant survives the guaranteed term, payments will continue until the death of the Participant. If the Participant dies before the end of the guaranteed term, the remaining payments due will be paid to the Participant's Designated Beneficiary for the remainder of the guaranteed term.

**Life Annuity with Social Security:** If the Participant's Retirement Benefit payments begin before the age at which the Participant is eligible for an Old-Age Insurance Benefit under the federal Social Security Act, the Participant may request an increase in the amount of the Participant's Retirement Benefit payments under the Life Annuity Option (described above) up to that Social Security age of eligibility, with a resulting decrease in the amount of the Participant's Retirement Benefit payments after the Participant reaches that age. The goal of this form of payment is to have the Participant's Retirement Benefit and Social Security benefit together provide the Participant with an approximately level amount of retirement income during the Participant's life.

**Lump Sum:** Under this form of payment, the Participant receives his or her entire Retirement Benefit in one lump sum payment.

All forms of payment of a Participant's Retirement Benefit are "actuarially equal" in total value. The Plan's actuary uses certain actuarial assumptions, such as a mortality table and an interest rate assumption, to determine this actuarial equivalency of all the various forms of payment.

### **NOTICE OF ELECTION OF TIME AND FORM OF PAYMENT OF RETIREMENT BENEFIT**

Before a Participant's Retirement Benefits are to begin, the Participant will be notified of the choice of payment forms, if any, that are available to the Participant. If a Participant is entitled to make an election with respect to the time or the form of his or her Retirement Benefit, the Participant will be given information regarding the election no less than 30 days before the Participant's Annuity Starting Date.

**NOTE:** A Participant may not change his or her form of payment or time of payment after the Participant's Annuity Starting Date.

### **CASH OUT OF SMALL RETIREMENT BENEFITS**

If the value of a Participant's Retirement Benefit does not exceed \$1,000, the Participant's benefit will always be distributed in a single lump sum cash payment. The Participant will not have a choice of any other payment option, and no spouse consent is required for this form of payment. The distribution generally will be no later than March 31 of the Plan Year following the Plan Year during which the Participant terminates employment with the CHRISTUS Controlled Group. However, if it is not administratively practicable to implement the distribution by that date, the payment will be made on any later date that is as soon as administratively practicable after that termination of employment. The Participant may not elect to delay the payment of his or her Retirement Benefit if the value does not exceed \$1,000.

### **PAYEE OF RETIREMENT BENEFIT**

If the Participant is alive at the time that his or her Retirement Benefit begins, the Participant's Retirement Benefit will be paid directly to the Participant or, if the Participant elects, to an eligible retirement plan as a "Direct Rollover" as described under the "*Direct Rollover Option for Participants*" section below.

If the Participant dies before his or her Retirement Benefit begins, the benefit of the deceased Participant will be paid to the payee described under "*Payee of Death Benefit*" in the "*Death Benefits*" section of this Plan Summary.

If the Participant dies after his or her Retirement Benefit has commenced, no further benefits will be paid from the Plan to any person on behalf of the Participant except for any continuing payments of the Retirement Benefit that may be due under the Participant's form of payment to a joint annuity or "**Designated Beneficiary**" (see "*Form of Payment of Retirement Benefit*" section above)

### **DIRECT ROLLOVER OPTION FOR PARTICIPANTS**

If a Participant is entitled to a distribution of his or her Retirement Benefit, the Participant may, subject to the restrictions below, elect to have his or her Retirement Benefit transferred as a "Direct Rollover" to an eligible retirement plan rather than receive the benefit directly. A "**Direct Rollover**" is a transfer of all or any portion of the Participant's Retirement Benefit from the Plan directly to an eligible retirement plan. An eligible retirement plan is a qualified plan described in section 401(a) of the IRC (such as a 401(k) plan), a 403(a) annuity plan, a 403(b) tax sheltered annuity, an individual retirement account or individual retirement annuity (other than an endowment contract) established by the Participant, or a 457(b) eligible deferred compensation plan maintained by a governmental entity, in each case that will accept a Direct Rollover. Any



portion of the Participant's Retirement Benefit that is not transferred as a Direct Rollover will be paid directly to the Participant.

A Direct Rollover is subject to the following restrictions:

- The Participant must be entitled to a distribution of his or her Retirement Benefit (see "*Time of Payment of Retirement Benefit*" section above) in order to be able to elect a Direct Rollover of his or her distribution.
- The Participant's distribution may not be paid as a Direct Rollover if it is (i) a distribution required under section 401(a)(9) of the IRC, (ii) a distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life of the Participant or the joint lives of the Participant and his or her beneficiary, or (iii) any other distribution designated as ineligible by the Internal Revenue Service.
- The Participant's distributions that are eligible for a Direct Rollover during the year must reasonably be expected to total \$200 or more.
- If the Participant transfers less than 100% of his or her distribution as a Direct Rollover, the amount the Participant transfers as a Direct Rollover must be at least \$500.
- The Participant must furnish the Committee upon its request with a statement from the plan, annuity, or individual retirement account to which the Direct Rollover is to be made certifying that (i) such plan, annuity, or individual retirement account is, or is intended to be, an individual retirement account, an individual retirement annuity, a qualified plan described in section 401(a) of the IRC, a tax sheltered annuity described in section 403(b) of the IRC, or a 457(b) eligible deferred compensation plan maintained by a governmental entity and (ii) such plan, annuity, or individual retirement account will accept the Direct Rollover.

Any portion of the Participant's Retirement Benefit that is paid directly to the Participant (and not as a Direct Rollover) will have 20% withheld for federal income tax by the Plan. The withholding requirement imposed on the Plan is mandatory under the IRC, and the Participant will not be allowed to waive it. Only the amount received directly by the Participant will be subject to withholding. No withholding will be imposed on the portion of the Participant's Retirement Benefit that the Participant elects to make as a Direct Rollover. The Participant will be provided with more detailed information explaining each payment option and its tax implications prior to receiving any distribution eligible for Direct Rollover treatment.

## DEATH BENEFITS

### DEATH BEFORE ANNUITY STARTING DATE

If a Participant dies before his or her Annuity Starting Date, the Participant's Designated Beneficiary will receive a "**Death Benefit**." This "Death Benefit" is the value of the Participant's Cash Balance Account as of the Participant's death, multiplied by the Participant's Vested Interest.

### DEATH ON OR AFTER ANNUITY STARTING DATE

If a Participant dies on or after his or her Annuity Starting Date, the benefit payable upon the Participant's death will be whatever continuing income or survivor payment may be provided under the Retirement Benefit form that the Participant selected. **NOTE:** Not all forms of payment provide for a continuing income or survivor payment (see "*Form of Payment of Retirement Benefit*" in the "*Retirement Benefits*" section of this Plan Summary).

### TIME AND FORM OF PAYMENT OF DEATH BENEFIT

A Participant's Death Benefit will be paid in a single lump sum as soon as administratively practicable after the Committee receives notice of the Participant's death.

### PAYEE OF DEATH BENEFIT

A Participant's Death Benefit will be paid to the Participant's Designated Beneficiary (see "*Designation of Beneficiary*" below) or, if the Designated Beneficiary is eligible and elects, as a "Direct Roller" as described under the "*Direct Rollover Option for Certain Beneficiaries*" section below.

### DESIGNATION OF BENEFICIARY

The Participant may designate a beneficiary or beneficiaries ("**Designated Beneficiary**") to receive a Plan benefit that is payable upon the Participant's death, subject to the following rules:

- The Participant must designate his or her Designated Beneficiary online by going to [www.christushealthyhabits.com](http://www.christushealthyhabits.com). The Participant must then enter his or her username and password, click on "Cash Balance Plan" under "At Your Fingertips," click on "Beneficiaries" under "Savings and Retirement," and then complete the information required to designate a beneficiary. For online beneficiary designation assistance, the Participant may contact the CHRISTUS Health Benefits Resource Center at 1-866-515-1333 and follow the phone prompts to speak with a Plan benefits representative.
- The Participant may change any existing beneficiary designation at any time by designating a new Designated Beneficiary in accordance with the above instructions.
- If the Participant is married at his or her death, the Participant's surviving spouse must have consented in writing to the Participant's Designated Beneficiary if the Participant designated someone other than the Participant's surviving spouse as his or her primary beneficiary. If the surviving spouse did not consent, the Participant's beneficiary designation will be null and void.

- If the Participant dies with no valid beneficiary designation in effect, the Participant's Designated Beneficiary will be either (i) the Participant's surviving spouse, or (ii) if the Participant has no surviving spouse at his or her death, the Designated Beneficiary will be the individual(s) first identified under the order listed below, and if the Participant's benefits did not pass to such identified individual(s), then the Designated Beneficiary will be the individual(s) next identified in the order:
1. the Participant's surviving children, in equal parts;
  2. the Participant's surviving grandchildren, in equal parts;
  3. the Participant's surviving parents, in equal parts;
  4. the Participant's surviving siblings, in equal parts;
  5. the surviving adopted children of such Participant's siblings;
  6. the Participant's surviving grandparents, in equal parts;
  7. the surviving adopted children of the Participant's grandparents;
  8. the Participant's estate, to be distributed by the estate's executor or administrator (or the Participant's heirs-at-law who are not otherwise provided for above, if there is no administration of the Participant's estate).

#### **DIRECT ROLLOVER OPTION FOR CERTAIN BENEFICIARIES**

A Participant's surviving spouse or former spouse who is an alternate payee under a "QDRO" (see "Definitions" section of this Plan Summary) has the same Direct Rollover rights (with the same withholding requirements and other restrictions) that the Participant has (see "Direct Rollover Option for Participants" under the "Retirement Benefits" section of this Plan Summary). Any other individual (other than the Participant's surviving spouse) who is designated by the Participant as his or her Designated Beneficiary also has limited Direct Rollover rights and may elect a Direct Rollover to a special individual retirement account or individual retirement annuity.

## SPECIAL PROVISIONS FOR CERTAIN GROUPS OF PARTICIPANTS

Special provisions apply to Plan benefits payable to “**Protected Group I Participants**,” “**Protected Group II Participants**,” and “**Prior Plan Participants**.” The special provisions relating to these groups of Participants are briefly described in this section and control over any contrary provisions in this Plan Summary.

The definitions of those special groups and of each other capitalized term used in this “*Special Provisions for Certain Groups of Participants*” section may be found or referenced under the “*Definitions*” section of this Plan Summary.

### **PROTECTED GROUP I PARTICIPANTS**

At the time each Protected Group I Participant becomes entitled to his or her Retirement Benefit (as described under “*Retirement Benefit*” in the “*Retirement Benefits*” section of this Plan Summary), the Protected Group I Participant may elect, in lieu of any other benefit under the Plan, to have his or her benefit calculated under the terms of the SCH Prior Plan or the IWHS Prior Plan (whichever is applicable) as if the Protected Group I Participant were a Prior Plan Participant. The benefit available under the applicable Prior Plan will vary based on the Protected Group I Participant’s age and service as of the date of his or her termination of employment with the CHRISTUS Controlled Group, as follows:

- Each Protected Group I Participant who terminates employment before his or her Early Retirement Date may elect to receive the “termination benefit” that the Protected Group I Participant would have been entitled to receive under the terms of the applicable Prior Plan if he or she were a Prior Plan Participant, modified by the last bullet below.
- Each Protected Group I Participant who terminates employment on or after his or her Early Retirement Date and prior to his or her Normal Retirement Date may elect to receive the “early retirement benefit” that the Protected Group I Participant would have been entitled to receive under the terms of the applicable Prior Plan if he or she were a Prior Plan Participant, modified by the last bullet below.
- Each Protected Group I Participant who terminates employment on or after his or her Normal Retirement Date may elect to receive the “normal retirement benefit” that the Protected Group I Participant would have been entitled to receive under the terms of the applicable Prior Plan if he or she were a Prior Plan Participant, modified by the last bullet below.
- For each Protected Group I Participant whose Annuity Starting Date has not occurred as of December 31, 2012, such Protected Group I Participant’s benefit will be calculated by, first, determining the applicable benefit under the applicable Prior Plan as of December 31, 2012, and, then, increasing the benefit by a single life annuity calculated under the Plan for the portion, if any, of the Participant’s Cash Balance Account attributable to Cash Balance Contributions for Plan Years beginning on and after January 1, 2013 (and associated Cash Balance Interest).

If the Protected Group I Participant elects to receive a termination benefit, early retirement benefit, or normal retirement benefit under the applicable Prior Plan as described above, the form of payment and time of payment (including any applicable early retirement reduction factors applied if the Participant elects to receive his or her benefit before his or her Normal

Retirement Date) will be governed by the rules of the applicable Prior Plan associated with the elected benefit.

Protected Group I Participants may obtain more information about their benefits by calling the CHRISTUS Health Benefits Resource Center at 1-866-515-1333 and follow the phone prompts to speak with a Plan benefits representative.

### **PROTECTED GROUP II PARTICIPANTS**

Each Protected Group II Participant who terminates employment with the CHRISTUS Controlled Group on or after his or her Early Retirement Date with a “**Protected Group II Supplement**” (see “*Definitions*” section of this Plan Summary) greater than zero may elect to receive, in lieu of any other benefit under the Plan, the following benefit:

- A single life annuity for the life of the Protected Group II Participant that is the actuarial equivalent of the Protected Group II Participant’s Retirement Benefit, **plus**
- A single life annuity for the life of the Protected Group II Participant (determined as if the Participant were a Prior Plan Participant) that is the actuarially equivalent of his or her Protected Group II Supplement.

If an eligible Protected Group II Participant elects to receive the special benefit described above in lieu of any other Plan benefit, the form of payment and the time of payment (including any applicable early retirement reduction factors applied if the Participant elects to receive his or her benefit before his or her Normal Retirement Date) will be governed by the rules of the SCH Prior Plan or the IWHS Prior Plan, as applicable to the Protected Group II Participant.

A Protected Group II Participant whose Protected Group II Supplement is not greater than zero will be entitled to receive only his or her Retirement Benefit described in the “*Retirement Benefits*” section of this Plan Summary and will not be eligible to make the election described above.

Protected Group II Participants may obtain more information about their benefits by calling the CHRISTUS Health Benefits Resource Center at 1-866-515-1333 and follow the phone prompts to speak with a Plan benefits representative.

### **PRIOR PLAN PARTICIPANTS**

The Plan benefits of each Prior Plan Participant, including the time of payment and form of payment of those benefits, will be determined under the applicable provisions of the SCH Prior Plan or the IWHS Prior Plan, as applicable, and not under the provisions of the Plan described in this Plan Summary. Prior Plan Participants may obtain more information about their benefits by calling the CHRISTUS Health Benefits Resource Center at 1-866-515-1333 and follow the phone prompts to speak with a Plan benefits representative.

## BENEFIT CLAIMS PROCEDURES

### **CLAIMS FOR BENEFITS**

#### ***REQUIREMENT TO FILE A CLAIM FOR BENEFITS***

Except as provided in the paragraph below, a Participant or beneficiary must request a distribution of any benefit that is due to such person under the Plan in order to receive the benefit. A claim for benefits may be made any time after the Participant or beneficiary becomes entitled to that benefit up to the time the benefit is automatically paid to the Participant or beneficiary from the Plan (see “*Time of Payment of Retirement Benefit*” and “*Cash Out of Small Retirement Benefits*” under “*Retirement Benefits*” section of this Plan Summary and “*Time and Form of Payment of Death Benefit*” in “*Death Benefits*” section of this Plan Summary).

Each of the following individuals is not required to file a claim for a benefit to which such person may be entitled under the Plan, and the benefit will automatically be paid to such individual as soon as administratively practicable after the event triggering the payment or, if later, after the Benefit Resource Center is notified of the event:

- A terminated Participant whose Retirement Benefit does not exceed \$1,000.
- A terminated Participant who has reached his or her Normal Retirement Date and whose Annuity Starting Date has not yet occurred.
- A Participant’s Designated Beneficiary who is entitled to a deceased Participant’s Retirement Benefit or Death Benefit because of the death of the Participant.

Each individual (a “**claimant**”) who wishes to challenge the amount of his or her benefit (or, if applicable, his or her ineligibility for a benefit) under the Plan must submit a claim for benefits or additional benefits to the Committee in writing no later than 180 days after the earlier of (1) the date the first payment of such challenged benefit is paid to such individual from the Plan or (2) the date such individual is informed of, or otherwise learns of, the amount of such challenged benefit (or, if applicable, ineligibility for a benefit). In the case of any amendment to, or reformation of, the Plan that purportedly entitles a claimant to benefits or additional benefits under the Plan after such individual terminates employment with the Employer or dies, such claimant must make a claim for such benefits or additional benefits no later than one year after the date of such amendment or reformation.

All claims for benefits by a claimant should be directed in writing by the claimant or his or her authorized representative to:

CHRISTUS Health Benefits Center  
9500 Lakeside Blvd.  
The Woodlands, Texas 77381

#### ***NOTICE OF INITIAL DETERMINATION OF CLAIM***

If a claimant timely and properly files a claim for a Plan benefit, or if no claim is required to be filed (see “*Requirement to File a Claim for Benefits*” section above), the CHRISTUS Health Benefits Center will make an initial determination as to whether a benefit or an additional benefit is due to the claimant under the Plan and take the following action:

- If the CHRISTUS Health Benefits Center's initial determination is that the claimant is entitled to a benefit or an additional benefit, the amount will be paid to the claimant as soon as administratively practicable after such determination or, if later, when payable under the terms of the Plan.
- If the CHRISTUS Health Benefits Center's initial determination is a denial, reduction, or termination of a benefit (a "**benefit denial**"), the CHRISTUS Health Benefits Center will provide written notice to the claimant within 180 days after the CHRISTUS Health Benefits Center receives the claim for benefits. The initial benefit denial notice will describe the specific reason or reasons for the benefit denial and describe the Plan's review procedures and the time limits applicable to such procedures.
- If the claimant does not receive a notice from the CHRISTUS Health Benefits Center within 180 days, the claim is deemed to be a "benefit denial" and the claimant will be deemed to have received notice of the benefit denial on the 183<sup>rd</sup> day after the claimant submitted the claim for benefits or additional benefits to the Benefit Resource Center.

If the determination of the claim is a benefit denial, the claimant may appeal the benefit denial as provided in the "*Appeal of Benefit Denial*" section below. Prior to appealing the benefit denial, the claimant may contact his or her local Benefits Coordinator to discuss the denied claim and the possibility of a reconsideration of the benefit denial—however, contacting the Benefits Coordinator will not change the timing and the procedure set forth in the "*Appeal of Benefit Denial*" section below with which the Participant must comply in order to appeal the denial.

## **APPEAL OF BENEFIT DENIAL**

### ***HOW TO APPEAL A BENEFIT DENIAL***

If (and only if) a claim was timely and properly submitted by a claimant (as described under the "*Requirement to File a Claim for Benefits*" section above) and the initial benefit determination with respect to that timely and properly submitted claim is a benefit denial, the claimant is entitled to appeal and have a full and fair review of the benefit denial by complying with the appeals procedures described in this section.

If the claimant wishes to appeal a benefit denial, the claimant must submit a written request for review of the benefit denial to the "**Committee**" (see "*Administration of the Plan*" under the "*Miscellaneous Plan Information*" section of this Plan Summary) within 60 days following receipt of the notice of the benefit denial. If the claimant did not receive a notice of the benefit denial and wishes to appeal to the Committee, the claimant must submit a written request for review of the benefit denial to the Committee within 60 days following the expiration of the deadline for the Committee's response (as described under the "*Notice of Initial Determination of Claim*" section above). Each appeal of a benefit denial must be in writing and directed to the following address:

CHRISTUS Health Human Resources Committee  
919 Hidden Ridge  
Irving, Texas 75038  
Attn: Marty Margetts

In connection with a review of the benefit denial, the claimant will have the opportunity to submit to the Committee written comments, documents, records, and other information relating to the

claim for benefits and may review any pertinent documents upon which the benefit denial was based.

### ***NOTICE OF DECISION ON APPEAL***

The Committee will provide a full and fair review of a properly and timely appealed benefit denial. Within 120 days following receipt of the request for review, the Committee will provide written notice to the claimant of the benefit determination on review. If the Committee determines that a benefit or an additional benefit is due to the claimant, that benefit or additional benefit will be paid to the claimant as soon as administratively practicable after such determination (or, if later, when payable under the terms of the Plan). If the Committee's determination on review is also a benefit denial, the notice provided by the Committee to the claimant on review will state the specific reasons why the benefit is denied.

### **IMPORTANCE OF EXHAUSTING CLAIMS AND APPEALS PROCEDURES**

Compliance with the Plan's claims reviews procedures is extremely important. If a claimant or the claimant's representative does not comply with the Plan's claims review procedures—or if the claimant does not do so in accordance with the time limits specified above—the claimant may not later attempt to file a claim for benefits or have a benefit denial reviewed and may not commence any legal or equitable action in court claiming benefits under the Plan.

Participants may obtain more information about filing claims for benefits and/or appealing benefit denials by calling the CHRISTUS Health Benefits Resource Center at 1-866-515-1333 and follow the phone prompts to speak with a Plan benefits representative.

### **DEADLINES FOR BRINGING ACTIONS INVOLVING THE PLAN OR ITS FIDUCIARIES**

No legal or equitable action may be commenced by any Participant, former Participant, or beneficiary (or one claiming status of a Participant, former Participant, or beneficiary) claiming benefits or additional benefits under the Plan later than four years after the date such claim for benefits accrues. For purposes of the preceding sentence, a claim for benefits "accrues" on the earlier of (1) the date the claim is first denied, formally or informally, by the Committee or (2) the date a clear repudiation of such benefits by the Committee, the CHRISTUS Health Benefits Center, or CHRISTUS is first made known to such individual.

No legal or equitable action may be commenced by any Participant, former Participant, or beneficiary (or one claiming status of a Participant, former Participant, or beneficiary) with respect to a breach or violation of any fiduciary responsibility, duty, or obligation with respect to the Plan after the earlier of:

- Six years after (i) the date of the last action that constituted a part of such breach or violation or (ii) in the case of an omission, the latest date on which the fiduciary (or alleged fiduciary) could have cured such breach or violation; or
- Three years after the earliest date on which the plaintiff in such action had actual knowledge of such breach or violation.

Except as provided above with respect to claims for benefits or additional benefits, no legal or equitable action may be commenced by any Participant, former Participant, or beneficiary (or one claiming status of a Participant, former Participant, or beneficiary) involving a non-fiduciary



claim relating to the Plan or its administration later than four years after the alleged misconduct or omission occurred.

## MISCELLANEOUS PLAN INFORMATION

### **PLAN SPONSOR**

The sponsor of the Plan is:

CHRISTUS Health  
919 Hidden Ridge  
Irving, Texas 75038  
Attn: Marty Margetts

### **PARTICIPATING EMPLOYERS**

CHRISTUS Health  
Dubuis Health System  
CHRISTUS Health Gulf Coast  
CHRISTUS Health Southeast Texas  
CHRISTUS Health Central Louisiana  
CHRISTUS Health Northern Louisiana  
CHRISTUS Health Southwestern Louisiana  
CHRISTUS Health Ark-La-Tex  
CHRISTUS Spohn Health System Corporation  
CHRISTUS Santa Rosa Health Care Corporation  
CHRISTUS Continuing Care (includes CHRISTUS Home Care and CHRISTUS Dubuis)

### **ADMINISTRATION OF THE PLAN**

The Board of Directors of CHRISTUS Health (the “**CHRISTUS Board**”) has appointed an administrative committee (the “**Committee**”) to administer the Plan. The Committee is the “plan administrator” of the Plan and is responsible for the general administration of the Plan. The Committee may be reached at:

CHRISTUS Health Human Resources Committee  
919 Hidden Ridge  
Irving, Texas 75038  
Attn: Marty Margetts

The Committee has all powers necessary or proper to administer the Plan. In addition, the Committee has the absolute discretion to interpret the Plan and all its terms, determine eligibility for (and the amount of) benefits under the Plan, and determine all necessary facts relating to eligibility and benefits under the Plan. The Committee may from time to time delegate any of its powers, duties, or responsibilities to individuals or entities. In the case of any such delegation, the term “Committee” as used in this Plan Summary includes such delegate.

### **AMENDMENT OF THE PLAN**

The Plan may be amended at any time by the CHRISTUS Board in its discretion. In addition, to the extent not prohibited by the CHRISTUS Board, the Committee may also amend the Plan at any time in its discretion.

### **TERMINATION OF THE PLAN**

Although CHRISTUS intends to continue the Plan indefinitely, it realizes that circumstances not now foreseen, or circumstances beyond its control, may make it either impossible or inadvisable for CHRISTUS to continue to make contributions to the Plan. Therefore, CHRISTUS Health has reserved the right to terminate or partially terminate the Plan at any time by action of the CHRISTUS Board. If the Plan is terminated, each affected Participant will receive a 100% Vested Interest in his or her accrued benefit. Upon termination of the Plan, any assets remaining after all benefits owed to Participants and beneficiaries have been paid will revert to CHRISTUS.

### **NO ASSIGNMENT OF BENEFITS/DIVORCE**

Neither the Participant nor the Participant's beneficiary may assign, pledge, encumber, or otherwise transfer any of the Participant's or beneficiary's right or interest of any kind in any Plan benefit. However, in the case of the divorce of the Participant and his or her spouse, the Committee will comply with the terms of any order that contains the elements of a "**qualified domestic relations order**" ("**QDRO**") (as defined in the IRC). Generally, a QDRO is an order by a court that assigns all or a part of a Participant's benefit to a spouse or other "alternate payee" in the event of a divorce. Participants may obtain more information about QDROs by calling the CHRISTUS Health Benefits Resource Center at 1-866-515-1333 and follow the phone prompts to speak with a Plan benefits representative.

### **PAYING THE COSTS OF THE PLAN**

The Plan is funded solely by contributions paid by CHRISTUS. Participants are neither required nor permitted to make contributions to the Plan. Each year CHRISTUS contributes to the Plan an amount determined by the Plan's actuary to be necessary to provide for the Plan benefits.

### **PARTICIPANTS IN QUALIFIED MILITARY SERVICE**

If a Participant is on a qualified military leave under the Uniformed Services Employment and Reemployment Rights Act of 1994 (**USERRA**), special Plan provisions apply under USERRA and the Heroes Earnings Assistance and Relief Tax Act (**HEART**). Participants may obtain more information about these special provisions by calling the CHRISTUS Health Benefits Resource Center at 1-866-515-1333 and follow the phone prompts to speak with a Plan benefits representative.

### **MISSING PARTICIPANTS AND BENEFICIARIES**

In the case of a Plan benefit that is payable to or on behalf of a Participant or a beneficiary under the terms of the Plan, if the Committee is unable to locate the Participant or beneficiary to whom the benefit is payable, the benefit will be forfeited. If the Participant or beneficiary to whom the forfeited benefit is payable makes a valid claim for such benefit, the forfeited benefit will be restored to such Participant or beneficiary. However, the Plan will comply with any unclaimed property statute and/or escheat law that is enforceable against the Plan, and payment of any unclaimed benefit will be paid from the Plan and remitted to a state, agency, or other third party if and as may be required by any such law. In that case, the unclaimed benefit will not be returned to a missing Participant or beneficiary who later makes a claim for that benefit if the benefit has been remitted to a state, agency, or other third party under such law,

and that Participant or beneficiary must seek reimbursement of that benefit from the state, agency, or third party to whom the benefit was remitted by the Plan.

**MINORS AND INCAPACITATED PAYEES**

If a payee of a Plan benefit is a minor, is determined by the Committee to be incompetent, or is legally incapable of giving valid receipt for the benefit, the Committee may pay such individual's benefit to a duly appointed guardian or conservator or, if there is no such guardian or conservator, to any third party determined by the Committee to be authorized to receive the benefit on behalf of such individual.