

ARDENT HEALTH SERVICES REDUCTION IN FORCE SEVERANCE PLAN AND SUMMARY PLAN DESCRIPTION

I. INTRODUCTION

AHS Management Company, Inc. d/b/a Ardent Health Services on behalf of itself and its subsidiary and affiliated entities ("Ardent" or "Company") hereby establishes the Ardent Health Services Reduction in Force Severance Plan (the "Plan"), effective as of January 1, 2022, to provide for the payment of severance benefits to Severance-Eligible Employees (as defined herein) whose employment is terminated in accordance with this Plan.

II. ELIGIBILITY

A. Only Employees (as defined below) of Ardent who meet all of the following requirements ("Severance-Eligible Employees") are eligible to receive benefits under this Plan:

- (1) The Employee must be a "Regular Full-Time Employee, or a "Regular Part-Time Employees."

For purposes of this Plan, an "Employee" is an individual who is employed by Ardent or its affiliates and who is classified by Ardent as a regular employee on the payroll of Ardent, but excludes individuals who are classified as part-time limited employees, per diem employees, temporary employees, interns/students, and contract staff (as such terms are defined in Ardent's Employment Classifications Policy). The determination of who is an Employee for purposes of this Plan shall be made by the Plan Administrator, and any person classified by the Plan Administrator as an independent contractor, consultant, or other designation which would exclude the person from being considered as an employee under Ardent's customary worker classification procedures (whether or not such individual is actually an employee) shall, during such period, be excluded from the definition of "Employee," regardless of the person's reclassification for the period (a) by the Internal Revenue Service for tax withholding purposes, or (b) by any other federal state, or local administrative agency, tribunal, or court.

A "Regular Full-Time Employee" is any Employee who is regularly scheduled to work at least 30 hours per week.

A "Regular Part-Time Employee" is any Employee who is regularly scheduled to work between 20 and 30 hours per week.

- (2) The Employee's employment must be Involuntarily Terminated as part of a Reduction in Force.

For purposes of this Plan, (a) the terms "Involuntarily Terminated" or "Involuntary Termination" mean an Employee's termination of employment with Ardent due to the unilateral action of Ardent in connection with a "Reduction in Force;" provided, however, that such Involuntary Termination constitutes a separation from service

**ARDENT HEALTH SERVICES
REDUCTION IN FORCE SEVERANCE PLAN
AND SUMMARY PLAN DESCRIPTION**

under Code Section 409A; and (b) the term "Reduction in Force" means a decrease in the number of employees, resulting in a reduction in the workforce (or re-organization thereof) or discontinuance of operations or part of operations at a location, and includes only those reductions in employee population expressly designated by Ardent as a reduction in force and does not include a temporary furlough or a termination of employment for any other reason.

- (3) The Employee must remain in active employment and in good standing through his or her designated termination date; and
- (4) The Employee must comply with the terms of, and meet all of the requirements stated in, this Plan.

B. An Employee will **not** be eligible for benefits under this Plan if:

- (1) employment was terminated, but the employee receives an offer of employment from the purchaser, transferee, outsourced vendor, or new operating entity, and the offer involves a loss of base compensation of less than fifteen percent (15%);
- (2) employment was terminated as a result of the elimination of his/her job where prior to termination the employee declines an offer of another job with the Company or an affiliate of the Company which does not involve a loss of base compensation in excess of fifteen percent (15%);
- (3) the employee is covered by a previously issued employment agreement which provides for severance benefits, or is eligible for another plan or program which provides for severance benefits;
- (4) the employee is a physician who is covered by an employment agreement; or
- (5) the employee is terminated for "Cause," which, for purposes of this Plan means a termination of employment for one of the following reasons: (a) the unauthorized possession of weapons, firearms, or explosives at the worksite; (b) commission of a criminal act; (c) physical assault or battery; (d) harassment or discrimination in violation of Equal Employment Opportunity laws or company policy; (e) deliberate or negligent omission or falsification of a written document or an oral statement; (f) use, possession, sale, or impaired performance due to controlled substances or impaired performance while working from the use of other substances; (g) being intoxicated from the use of alcohol on company property or while working; or (h) violation of a law, regulation, or policy related to the company's operations, or (i) other egregious actions, as determined in the Company's sole discretion.

**ARDENT HEALTH SERVICES
REDUCTION IN FORCE SEVERANCE PLAN
AND SUMMARY PLAN DESCRIPTION**

III. SEVERANCE BENEFITS

- A. Severance Pay. Upon meeting the requirements set forth in Section III.B. of this Plan, Severance-Eligible Employees will be eligible to receive severance pay in accordance with the guidelines set forth in the applicable Addendum attached hereto, which guidelines may be adjusted in the discretion of the Plan Administrator:
- B. Requirements to Receive Severance. To be eligible to receive Severance Pay, a Severance-Eligible Employee must:
- (1) Remain actively employed and in good standing through his or her termination date;
 - (2) Sign and return (and not revoke) in a timely manner a Separation Agreement and Release (the form of which will be provided to the Severance-Eligible Employee by Ardent).
 - (3) Return all company property and equipment, including, but not limited to any confidential or proprietary information, keys, badges, manuals, other documents (including copies), laptops, phones, pages, parking passes, or other property belonging to Ardent.
 - (4) Comply with any applicable non-disclosure, trade secret, non-solicitation, or restrictive covenant restrictions, whether derived from a written agreement or common law, and comply with all other terms set forth in the Separation Agreement and Release.
- C. Form and Timing of Payment of Severance Pay. Severance pay will be paid in equal installments on Ardent's regular pay dates as soon as administratively practicable following the Severance-Eligible Employee's execution of the Separation Agreement and Release and the conclusion of any unexercised revocation period, but in no event will payment commence later than sixty (60) days following the termination date. In no event may the Severance-Eligible Employee choose the form of payment. Severance pay will be subject to all applicable taxes and withholdings.

**ARDENT HEALTH SERVICES
REDUCTION IN FORCE SEVERANCE PLAN
AND SUMMARY PLAN DESCRIPTION**

IV. ERISA INFORMATION

The following information is required to be provided to you under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"):

Official Name of the Plan	Ardent Health Services Reduction in Force Severance Plan, a component plan of the Ardent Health Services Welfare Benefit Plan
Sponsor	AHS Management Company, Inc. d/b/a Ardent Health Services One Burton Hills Blvd. Ste. 250 Nashville, TN 37215
Employer Identification Number (EIN)	62-1743438
Plan Number	501
Type of Plan	Welfare benefit plan providing severance benefits
Plan Year	Each January 1 – December 31
Type of Administration	Employer Administered
Plan Administrator	Chief Human Resources Officer AHS Management Company, Inc. One Burton Hills Blvd Ste.250 Nashville, TN 37215 (615) 296-3000
Agent for Service of Legal Process	General Counsel AHS Management Company, Inc. One Burton Hills Blvd Ste.250 Nashville, TN 37215

Subject to the limitations of applicable law, the Plan Administrator may delegate any and all of its powers and responsibilities hereunder to other persons.

The Plan Administrator and its designees shall not be liable for any action or determination made in good faith with respect to the Plan. Ardent shall, to the fullest extent permitted by law, indemnify and hold harmless the Plan Administrator (and, if applicable, each member of the committee comprising the Plan Administrator) and each director, officer and employee of Ardent for liabilities or expenses that they and each of them incur in carrying out their respective duties under the Plan, other than for any liabilities or expenses arising out of such individual's willful misconduct or fraud.

The Plan Administrator keeps records of the Plan and is responsible for the administration of the Plan. The Plan Administrator or its designee will also answer any questions you may have about

ARDENT HEALTH SERVICES REDUCTION IN FORCE SEVERANCE PLAN AND SUMMARY PLAN DESCRIPTION

the Plan. Service of legal process may be made upon the Plan Administrator. If the position designated above as Plan Administrator no longer exists or is not filled at any particular time (or the person filling such position is incapacitated), Ardent shall appoint another person or position to act as Plan Administrator hereunder.

All severance benefits under the Plan are paid out of the general assets of the Ardent. The Plan is not funded and has no assets.

V. CLAIMS PROCEDURE

Severance-Eligible Employees will automatically receive the benefits to which they are entitled under the Plan. If an Employee (or his/her beneficiary, if applicable) believes he/she has not been provided with all benefits to which he/she is entitled under the Policy, such individual may file a written claim with the Plan Administrator with respect to his/her rights to receive benefits from the Plan. The claimant will be informed of the Plan Administrator's decision with respect to his/her claim within 90 days after it is filed. Under special circumstances, the Plan Administrator may require an additional period of not more than 90 days to review a claim. If that happens, the claimant will be provided written notice of that fact, which will also indicate the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to make a determination with respect to the claim. If the extension is required due to the claimant's failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent until the date on which the claimant responds to the request for information to the extent required by law.

If a claim is denied in whole or in part, or any adverse benefit determination is made with respect to the claim, the claimant will be provided with a written notice setting forth the reason for the determination, along with specific references to Plan provisions on which the determination is based. This notice will also provide an explanation of what additional information is needed to evaluate the claim (and why such information is necessary), together with an explanation of the claims review procedure hereunder and the time limits applicable to such procedure, as well as a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

If a claim is denied, or an adverse benefit determination has been made, the claimant may request that the Plan Administrator review the denial. The request must be in writing, must be made within 60 days after written notification of denial, and must be sent to the following address: Chief Human Resources Office, Ardent Health Services, One Burton Hills Blvd. Ste 250, Nashville, TN 37215. In connection with this request, the claimant (or his/her duly authorized representative) are entitled to (i) be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records, and other information relevant to the claim; and (ii) submit to the Plan Administrator written comments, documents, records, and other information related to the claim.

The review by the Plan Administrator will take into account all comments, documents, records, and other information the claimant submits relating to the claim. The Plan Administrator will

**ARDENT HEALTH SERVICES
REDUCTION IN FORCE SEVERANCE PLAN
AND SUMMARY PLAN DESCRIPTION**

make a final written decision on a claim review, in most cases within 60 days after receipt of a request for a review. In some cases, the claim may take more time to review, and an additional processing period of up to 60 days may be required. If that happens, the claimant will be provided a written notice of that fact, which will also indicate the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to make a determination with respect to the claim. If the extension is required due to the claimant's failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent until the date on which the claimant responds to the request for information to the extent required by law.

The Plan Administrator's decision on the claim for review will be communicated to in writing. If an adverse benefit determination is made with respect to the claim, the notice will include: (i) the specific reason(s) for any adverse benefit determination, with references to the specific Plan provisions on which the determination is based; (ii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records and other information relevant to the claim; and (iii) a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA. The decision of the Plan Administrator is final, conclusive and binding on all parties.

The foregoing procedures must be exhausted before a claimant may bring a legal action seeking payment of benefits under the Plan or enforcement of rights under the Plan's terms. In addition, the claimant may not bring such a legal action more than 180 days after receipt of the notice of decision upon a request for review.

VI. PLAN INTERPRETATION AND BENEFIT DETERMINATION

The Plan is administered and operated by the Plan Administrator who has complete authority, in such person's discretion, to construe the terms of the Plan (and any related or underlying documents or policies), and to determine the eligibility for, and amount of, benefits due under the Plan to participants and their beneficiaries. All such interpretations and determinations of the Plan Administrator, whether of fact or law, shall be final, conclusive and binding upon all parties and persons affected thereby.

VII. AMENDMENT AND TERMINATION

Ardent reserves the right, in its discretion, to terminate, modify, or amend the Plan in whole or in part, at any time, for any reason, with or without advance notice, by written action of its Chief Human Resource Officer. If the Plan is terminated, amended or modified, the severance benefits payable to a person who has been provided a Separation Agreement to consider in connection with the Plan prior to such termination, amendment or modification, shall not be reduced by the termination, amendment, or modification. No individual may become entitled to additional benefits or other rights under the Plan after the Plan is terminated. Under no circumstances will any benefit under the Plan ever vest or become nonforfeitable.

ARDENT HEALTH SERVICES REDUCTION IN FORCE SEVERANCE PLAN AND SUMMARY PLAN DESCRIPTION

VIII. COMPLIANCE WITH SECTION 409A

Although Ardent makes no guarantee with respect to the tax treatment of payments hereunder and shall not be responsible in any event with regard to non-compliance with Section 409A of the Internal Revenue Code of 1986 ("Code Section 409A"), to the fullest extent applicable, severance benefits payable under the Plan are intended to be exempt from the definition of "nonqualified deferred compensation" under Code Section 409A in accordance with one or more of the exemptions available under the final Treasury regulations promulgated under Code Section 409A, including the short-term deferral exception in Treas. Reg. §1.409A-1(b)(4) and the separation pay exception in Treas. Reg. §1.409A-1(b)(9)(iii). To the extent that any amount payable or benefit provided under the Plan is or becomes subject to Code Section 409A due to a failure to qualify for an exemption from the definition of nonqualified deferred compensation in accordance with such final Treasury regulations, the Plan is intended to comply with the applicable requirements of Code Section 409A with respect to such amounts or benefits. Whenever a payment under this Plan may be paid within a specified period, the actual date of payment within the specified period shall be within the Plan Administrator's sole discretion. The Plan shall be interpreted and administered to the extent possible in a manner consistent with the foregoing statement of intent.

IX. ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

- Receive Information About Your Plan and Benefits
 - Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Policy, including a copy of the latest annual report (Form 5500 Series), if any, filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
 - Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Policy, including copies of the latest annual report (Form 5500 Series), if any, and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
 - Receive a summary of the Policy's annual financial report (if any). The Plan Administrator is required by law to furnish each participant with a copy of any summary annual report.
- Prudent Actions by Fiduciaries. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries. No one,

ARDENT HEALTH SERVICES REDUCTION IN FORCE SEVERANCE PLAN AND SUMMARY PLAN DESCRIPTION

including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

- **Enforce Your Rights.** If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Policy documents or the latest annual report, if any, from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court subsequent to exhausting the Plan's claims procedures. If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- **Assistance with Your Questions.** If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

X. MISCELLANEOUS

The records of Ardent with respect to base pay, years of service, position and all other relevant matters shall be final, conclusive and binding for all purposes of the Plan.

The benefits payable under the Plan shall not be subject to alienation, transfer, assignment, garnishment, execution or levy of any kind, and any attempt to cause any benefits to be so subjected shall not be recognized.

Neither the establishment of the Plan, nor any modification thereof, nor the payment of any benefits hereunder, shall be construed as giving to any participant, employee (or any beneficiary of either), or other person any legal or equitable right against Ardent or any officer, director or

**ARDENT HEALTH SERVICES
REDUCTION IN FORCE SEVERANCE PLAN
AND SUMMARY PLAN DESCRIPTION**

employee thereof; and in no event shall the terms and conditions of employment by Ardent of any employee be modified or in any way affected by the Plan.

Nothing contained herein shall be construed as conferring upon any employee the right to continue in the employ of Ardent as an employee in any other capacity or to interfere with Ardent's right to discharge you at any time for any reason whatsoever.

Any benefit payable under the Plan shall not be deemed salary or other compensation to you for the purposes of computing benefits to which you may be entitled under any pension plan or other arrangement of Ardent maintained for the benefit of its employees, unless such plan or arrangement provides otherwise.

In case any provision of the Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but the Plan shall be construed and enforced as if such illegal and invalid provision never existed. The headings and captions herein are provided for reference and convenience only. They shall not be considered part of the Plan and shall not be employed in the construction of the Plan.



Chief Human Resources Officer

1/12/22

Date

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ARDENT HEALTH SERVICES

REDUCTION IN FORCE SEVERANCE PLAN AND SUMMARY PLAN DESCRIPTION

ADDENDUM APPLICABLE TO CERTAIN INDIVIDUALS EMPLOYED BY

AHS MANAGEMENT COMPANY, INC. and SUBSIDIARIES OF ARDENT LEGACY HOLDINGS, LLC

A Severance-Eligible Employee who meets the requirements of Section III.B. of the Plan and who is employed by AHS Management Company, Inc. or any subsidiary of Ardent Legacy Holdings, LLC, shall be eligible for the following Severance Benefits under the Plan:

A. Severance pay

Position	Amount of Severance Pay
Part-Time Employees	Severance amounts will be pro-rated in accordance with assigned full-time equivalency.
Below Manager	Two (2) weeks of Base Pay, plus two (2) weeks of Base Pay for each full Year of Service—for a combined total maximum of twenty-six (26) weeks of Base Pay.
Manager	Four (4) weeks of Base Pay, plus two (2) weeks of Base Pay for each full Year of Service—for a combined total maximum of twenty-six (26) weeks of Base Pay.
Director	Four (4) weeks of Base Pay, plus two (2) weeks of Base Pay for each full Year of Service—for a combined total maximum of thirty-six (36) weeks of Base Pay.
Vice President	Twelve (12) weeks of Base Pay, plus two (2) weeks of Base Pay for each full Year of Service for a combined total maximum of fifty-two (52) weeks.
Senior Vice President	Thirteen (13) weeks of Base Pay, plus two (2) weeks of Base Pay for each full Year of Service for a combined total maximum of fifty-two (52) weeks.

B. Definitions. For purposes of this Plan:

- (1) “Base Pay” means (a) for a salaried Full-time Employee, the Employee’s regular weekly base salary in effect at the time of the Employee’s termination of employment and (b) for an eligible hourly Full-time Employee, the Employee’s hourly rate of pay at the time of Employee’s termination of employment multiplied by the number of his/her regularly scheduled hours in a workweek. Base Pay shall not include bonus or incentive compensation, overtime pay, double time pay, holiday pay, shift differential, or any other compensation in addition to Base Pay.

- (2) "Years of Service" means the number of consecutive calendar months from (and including) the month of the Employee's most recent date of hire as recorded in the Company's Human Resources Information System through the month of the Employee's Termination Date, divided by 12, subject to the following:
- (a) Fractional Years of Service will be disregarded, so that only full Years of Service will be recognized. The only exception relating to fractional years of service pertains to Eligible Employees who have more than six months of service, but less than a full year, in which case the Years of Service will be calculated as one year.
 - (b) Service provided to Ardent in any capacity other than as an Employee as defined herein (e.g., temporary agency or contract employee, independent contractor, consultant, or leased employee) shall be disregarded.
 - (c) An Employee's Years of Service under the foregoing rules shall never exceed the actual number of full years worked by the Employee for Ardent.