

**AMENDMENT TO THE
ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND RETIREMENT PLAN**

WHEREAS, St. Joseph Health Services of Rhode Island (the "Employer") adopted the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan") for the benefit of its employees, originally effective as of July 1, 1965; and

WHEREAS, the Plan was thereafter amended from time to time, including a complete restatement effective as of July 1, 2011; and

WHEREAS, the amendment providing for the ceasing of benefit accruals under the Plan effective June 1, 2014 is hereby superseded by this Amendment; and

WHEREAS, the Employer and its affiliates have entered into an Asset Purchase Agreement with Prospect Medical Holdings, Inc. ("Prospect") and certain affiliates of Prospect, dated September 24, 2013 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Prospect or an affiliate of Prospect will acquire substantially all of the assets of the Employer and its affiliates (the "Transaction"); and

WHEREAS, the Employer wishes to further amend the Plan to cease benefit accruals under the Plan, in connection with the Transaction, with respect to Participants who are subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals;

NOW, THEREFORE, pursuant to the power reserved to the Employer in Article Ten of the Plan, the Plan is hereby amended as follows, effective June 19, 2014:

FIRST: Section 1.1 of the Plan is amended by the addition of the following new paragraph to the end thereof to read as follows:

"Notwithstanding the foregoing provisions of this Section 1.1, the Accrued Benefit of a Participant who is subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals shall not be increased after June 19, 2014."

SECOND: Section 1.8 of the Plan is amended by the addition of the following new paragraph to the end thereof to read as follows:

"Notwithstanding the foregoing provisions of this Section 1.8, Compensation paid after June 19, 2014 with respect to a Participant who is subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals shall not be taken into account for purposes of determining such Participant's Average Compensation under the Plan."

THIRD: Section 1.24 of the Plan is amended by the addition of the following new paragraph to the end thereof to read as follows:

"Notwithstanding the foregoing provisions of this Section 1.24, for purposes of determining the Accrued Benefit under the Plan of a Participant who is subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals, no credit shall be given for Years of Service after June 19, 2014."

FOURTH: Section 3.1 of the Plan is amended by the addition of the following new paragraph to the end thereof to read as follows:

"Effective June 19, 2014, no additional Employees who are subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals (other than those Employees who are Participants in the Plan on June 19, 2014) are eligible to become Participants in the Plan."

FIFTH: Section 4.1 of the Plan is amended by the addition of the following new paragraph to the end thereof to read as follows:

"Notwithstanding the foregoing provisions of this Section 4.1, the Accrued Benefit of a Participant who is subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals shall not be increased after June 19, 2014."

SIXTH: Section 4.2 of the Plan is amended by the addition of the following new paragraph to the end thereof to read as follows:

"Notwithstanding the foregoing provisions of this Section 4.2, the Accrued Benefit of a Participant who is subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals shall not be increased after June 19, 2014."

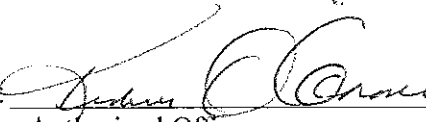
SEVENTH: Section 4.3 of the Plan is amended by the addition of the following new paragraphs to the end thereof to read as follows:

"Notwithstanding the foregoing provisions of this Section 4.3(b), if a Participant who is subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals is in the employ of the Employer on June 19, 2014, and has accumulated at least 85 Points but has not attained age fifty-five (55) on June 19, 2014, such Participant is not eligible for 85 point early retirement pursuant to this Section 4.3(b) at his attainment of age fifty-five (55). If a Participant who is subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals has not accumulated 85 Points on June 19, 2014, such Participant shall not be eligible for 85 point early retirement pursuant to this Section 4.3(b).

Notwithstanding the foregoing provisions of this Section 4.3, the Accrued Benefit of a Participant who is subject to a collective bargaining agreement between the Employer and the United Nurses and Allied Professionals shall not be increased after June 19, 2014."

IN WITNESS WHEREOF, the Employer, by its duly authorized officer, has caused this Amendment to be executed this 18 day of June, 2014.

ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND

By: 
Authorized Officer

NOTICE TO PARTICIPANTS

Plan Name: *St. Joseph Health Services of
Rhode Island Retirement Plan*

Name, Address and Telephone
Number of Plan Sponsor: *St. Joseph Health Services of Rhode Island
200 High Service Avenue
North Providence, RI 02904
Telephone: (401) 456-3000*

Sponsor EIN: *05-0259026*

This revised Notice is provided to you as formal notification of the ceasing of benefit accruals under the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan") with respect to participants who are subject to a collective bargaining agreement between St. Joseph Health Services of Rhode Island (the "Plan sponsor") and the United Nurses and Allied Professionals.

The ceasing of benefit accruals is subject to, and contingent upon, the closing of the corporate transaction, and this Notice supersedes the previous Notice which provided for the ceasing of benefit accruals effective June 1, 2014.

Effective June 19, 2014, the Plan was amended to cease further benefit accruals with respect to participants who are subject to a collective bargaining agreement between the Plan sponsor and the United Nurses and Allied Professionals. This means that no further benefits will be added to the benefits that you have earned under the Plan to that date.

In addition, effective June 19, 2014, the Plan was amended to provide that no additional employees who are subject to a collective bargaining agreement between the Plan sponsor and the United Nurses and Allied Professionals (other than those employees who are participants in the Plan on June 19, 2014) are eligible to become participants in the Plan.

Prior to the ceasing of accruals on June 19, 2014, if you were a participant in the Plan on June 19, 2014, the Plan provided that if you retire on your Normal Retirement Date (later of age 65 or the fifth anniversary of your commencement of Plan participation), your monthly retirement benefit will, in general, be equal to 50% of your Average Compensation minus 50% of your Social Security benefit (each determined on a monthly basis). The resulting amount is multiplied by a fraction (which will not exceed 1.0), the numerator of which is Years of Benefit Service as of June 19, 2014 and the denominator of which is the greater of 30 years or the Years of Benefit Service you would have had as of the first day of the month following your 60th birthday.

Average Compensation is, in general, the monthly equivalent of your Compensation for Plan purposes averaged over the five (5) consecutive complete years in the last 10 years in which you earned the highest amount of pay as an employee, but excluding Compensation after June 19, 2014.

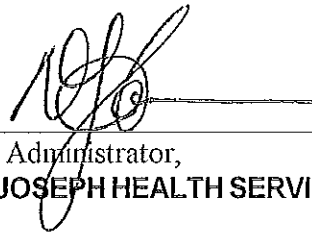
In general, a Year of Benefit Service means, for each participant who is an employee on or after June 30, 2001, one year for each complete Plan Year of participation in the Plan ending on or before June 30, 2001 and, for Plan Years beginning on or after July 1, 2001, one year for each complete Plan Year of participation in the Plan during which the employee is paid for 1,000 or more hours. No credit is given for service after June 19, 2014. No further benefits will accrue after June 19, 2014 with respect to participants who are subject to a collective bargaining agreement between the Plan sponsor and the United Nurses and Allied Professionals.

As a result of the ceasing of accruals with respect to participants who are subject to a collective bargaining agreement between the Plan sponsor and the United Nurses and Allied Professionals, if you are in the employ of the Plan sponsor on June 19, 2014 and have accumulated at least 85 points as of June 19, 2014, but have not attained age 55 on June 19, 2014, you are not eligible for 85 point early retirement under the Plan at your attainment of age 55. If you have not accumulated at least 85 points on June 19, 2014, you will not be eligible for 85 point early retirement under the Plan.

If you have any questions or require further information, please contact Darleen Souza at the office of the Plan sponsor listed above.

6-18-14

Date



Plan Administrator,
ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND