SECOND AMENDMENT

HACKLEY HOSPITAL

RETIREE HEALTH REIMBURSEMENT PLAN

This Second Amendment (this “Amendment”) to the Hackley Hospital Retiree Health Reimbursement Plan is made as of October ___, 2009, by the Trinity Health Benefits Committee on behalf of Hackley Hospital (the “Employer”).

WHEREAS, the Employer is a wholly-owned subsidiary of Hackley Health Systems, Inc., which was acquired by Trinity Health Corporation (“Trinity Health”), such that Trinity Health-Michigan became the sole member of Hackley Health Systems, Inc., the name of which was then changed to Mercy Health Partners; and

WHEREAS, the Trinity Health board of directors has authorized the Benefits Committee to oversee the administration of all benefit plans and programs sponsored or participated in by Trinity Health and its affiliates, including the Hackley Hospital Retiree Health Reimbursement Plan (the “Plan”); and

WHEREAS, the Benefits Committee has appointed Jeanette Franck as its delegate to oversee and execute amendments to the Plan as deemed necessary and appropriate; and

WHEREAS, the Employer established the Plan with two groups of participants:

(1) The Employees covered by a collective bargaining agreement between the Employer and Michigan Nurses Association; and

(2) Radiology/Vascular Technologists regularly scheduled to work at least 30 hours per week and covered by a collective bargaining agreement between the Employer and the Service Employees International Union (SEIU); and

WHEREAS, the Employer and the SEIU representatives have agreed to terminate the portion of the Plan attributable to the Radiology/Vascular Technologists (the “Partial Termination”) in connection with the payment of additional compensation to the employees whose participation in and benefits under the Plan will be terminated; and

WHEREAS, in accordance with Section 10.1 of the Plan, the Employer hereby amends the Plan to make conforming changes to reflect the post-affiliation structure of Mercy Health Partners and to provide for a partial termination of the Plan, as described above.

Amendment

The Plan is hereby amended as follows, effective as of January 1, 2009, unless another date is set forth herein:
1. **Section 1.1(a),** "Employer," is hereby amended to read as follows: "Employer" means Mercy Health Partners."

2. **Section 10.1 and 10.1(a),** "Amendment; Prohibition," is hereby amended to read as follows:

   "10.1 Amendment.

   The Employer or the Benefits Committee of Trinity Health may amend this Plan at any time. An amendment may be retroactive or prospective, in the sole discretion of the Employer or the Benefits Committee, except where prohibited by ERISA or the Code.

   (a) **Prohibition.** An amendment shall not retroactively exclude an Employee who previously became a vested Participant, decrease the amount credited to a Participant’s account, or deprive a Participant of any benefit for a claim incurred (for which assets were available) prior to the amendment, except as otherwise agreed by the Participant or his or her bargaining representative."

3. **Section 11.1,** "Right to Terminate or Discontinue Contributions," is hereby amended in its entirety by replacing it with the following:

   "11.1 Right to Terminate or Discontinue Contributions.

   The Employer reserves the right to revoke this instrument and terminate the Plan, either partially or completely, or to cease or suspend further contributions, and may enter into alternative arrangements or agreements relative to Participant accounts in connection with such actions. In addition, the Employer hereby does terminate the Plan as in effect relative to the Radiology/Vascular Technologists regularly scheduled to work at least 30 hours per week and covered by a collective bargaining agreement between the Employer and the Service Employees International Union (SEIU), in accordance with the negotiated agreement between the Employer and the SEIU, effective as of December 31, 2008."

4. **Section 11.3,** "Termination Distribution," is hereby amended in its entirety by replacing it with the following:

   "11.3 Termination Distribution.

   Upon termination of the Plan, remaining assets may be handled in one or more of the following ways:

   (a) **Transfer.** Be transferred to another plan or arrangement or be used to purchase, by insurance or other contract, benefits permitted under a health reimbursement arrangement for Participants (and Dependents) at the date of termination.

   (b) **Benefits.** Be utilized to pay benefits in the order submitted."
(c) **Return to Employer.** Be returned to the Employer in accordance with Section 11.4.

The application or distribution of assets shall not discriminate in favor of Highly Compensated or Key Employees.”

5. **Section 11.4.** “Reversion,” is hereby amended in its entirety by replacing it with the following:

"11.4 Reversion.

The Employer may receive an amount from the Plan upon a partial or complete termination following the satisfaction of all benefit claims incurred prior to termination and submitted within 90 days thereof. The amount of assets that revert to the Employer subsequent to a partial termination shall be determined based on the value of the accounts attributable to the portion of the Plan that has been terminated, net of the amount needed to satisfy any benefit claims of the affected Participants incurred prior to the partial termination and submitted within 90 days thereof.”

6. All other terms and provisions of the Plan shall remain unchanged.

The Employer has caused this Amendment to be signed by an authorized representative as of the date first written above.

HACKLEY HOSPITAL/MERCY HEALTH PARTNERS

By: BENEFITS COMMITTEE of Trinity Health Corporation

By: ________

Jeanette Franck

Its: Delegate