

Retirement Plan for Employees of the University of Detroit Mercy (Frozen Plan) Summary Plan Description Effective as of January 1, 2017

This booklet is a Summary Plan Description (SPD) and summarizes the important information contained in the Retirement Plan for Employees of the University of Detroit Mercy (Plan).

The information contained in this SPD is accurate as of January 1, 2017. The provisions of the Plan described in this SPD may be changed from time to time. In addition, effective December 31, 2001, the Plan was "frozen." This means that, after December 31, 2001, no further benefits accrue under the Plan and no new colleagues become participants in the Plan.

The Plan is a tax-qualified defined benefit pension plan and is subject to certain provisions of the Internal Revenue Code of 1986, as amended (Code), but is generally not subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA), because it is a "Church Plan."

The most current version of the SPD will always be posted on the Retirement Program website at https://retirementprogram.trinity-health.org. If you are unable to access the website or print a copy of the SPD from the website, you may request one from the Trinity Health Pension Plan Office by:

- Phone at 800.793.4733, or
- Regular mail sent to the Trinity Health Pension Plan Office, 20555 Victor Parkway, Livonia, Michigan 48152.

This SPD is only a summary of your benefits and rights under the Plan. It is not intended to describe every possible situation that could occur, but it does address most situations. It is important that you understand that the SPD cannot cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation.

If there is a conflict between any of the information in this SPD and the terms of the applicable Plan documents, the Plan documents will govern. The formal Plan documents are the only source upon which you may properly rely to determine your benefits and rights under the Plan. The Plan has changed several times over the years, and may be amended again in the future.

At any time, you may review or obtain a copy of the current Plan documents, or a previous Plan document if relevant to you. To do so, contact the Trinity Health Pension Plan Office at 800.793.4733 or your local HR Office representative. Although a Trinity Health Pension Plan Office or HR Office representative will help you obtain information about the Plan, the representative cannot make a binding determination as to your rights or benefits under the Plan. Only the Plan Administrator of the Plan has that right.

TABLE OF CONTENTS

	Page
DEFINITIONS	1
THE PENSION BENEFIT & CASH BALANCE ACCOUNT	6
WHO IS ELIGIBLE TO PARTICIPATE?	6
HOW DO I ENROLL IN THE PLAN?	6
HOW IS MY PLAN BENEFIT CALCULATED?	6
PENSION BENEFIT	7
CASH BALANCE ACCOUNT	8
WHEN AM I VESTED?	10
WHEN WILL I BEGIN RECEIVING A BENEFIT?	10
HOW DO I APPLY FOR BENEFITS?	13
HOW WILL MY PLAN BENEFIT BE PAID?	15
WHAT CONDITIONS CAN AFFECT MY PLAN BENEFIT?	17
WHAT HAPPENS TO MY BENEFIT IF I DIE BEFORE I RETIRE?	19
WHAT HAPPENS TO MY BENEFIT IF I DIE AFTER RETIREMENT BEGINS?	21
WHAT IF I AM NOT SATISFIED WITH THE DETERMINATION OF MY PLAN BENEFIT?	21
DOES THE FEDERAL GOVERNMENT INSURE MY PLAN BENEFITS?	23
PLAN LEGAL INFORMATION	24
WHAT HAPPENS TO MY RETIREMENT BENEFITS IN THE EVENT I GET DIVORCED AND PART OF THE SETTLEMENT INCLUDES A QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)?	24
CAN THE PLAN BE AMENDED OR TERMINATED?	
WHAT IS THE PLAN YEAR?	25
IS THERE A MAXIMUM BENEFIT?	25
IMPORTANT PLAN INFORMATION	26
AGENT FOR SERVICE OF PROCESS	26

DEFINITIONS

The following provides you with definitions of many of the benefit terms used throughout this SPD. These words, when capitalized, have the meaning set forth below.

Accrued Benefit — The sum of your Pension Benefit payable monthly for your lifetime (Life Only Option) beginning at Normal Retirement Age (65) and the amount credited to your Cash Balance Account as of a particular date. To convert your Cash Balance Account to a monthly benefit, your Cash Balance Account is divided by a factor to determine an equivalent monthly payment. The factor is based on your age and assumptions about future interest rates and your life expectancy.

Administrator — The "Administrator" is the Trinity Health Corporation, Vice President, Total Rewards. The Plan is administered on a day to day basis by the Human Resource Department of Trinity Health Corporation, under the direction and control of the Benefits Committee, which is the official "Plan Administrator."

Beneficiary — The person who may receive your Plan benefit after your death. Your surviving spouse is your Beneficiary if you are married. For Plan purposes, your "spouse" is your legally married spouse determined under the applicable law of the state or foreign jurisdiction where you and your spouse were married. If you are married, you may select a Beneficiary other than your spouse, but only with the consent of your spouse. If you are married and designate your spouse as your Beneficiary, and your marriage is later terminated, your former spouse will remain your Beneficiary unless and until you change your Beneficiary or, if you remarry, your new spouse will become your Beneficiary (except as otherwise provided in a Qualified Domestic Relations Order). If you are not married, you must select a person or persons to be your Beneficiary. If you are not married and have not designated a Beneficiary, death benefits, if any, will be paid to your estate. You may designate your Beneficiary and change your Beneficiary by using a Beneficiary Designation Form RP-20. You may obtain a Beneficiary Designation Form RP-20 for the Plan from the Retirement Program website at http://mybenefits.trinity-health.org/documents/benyform.pdf or from the Trinity Health Pension Plan Office at 800.793.4733.

Benefit Service Credit — Used to determine your Accrued Benefit under the Plan. Prior to January 1, 2002, you generally earned Benefit Service Credit based on the Hours of Service you earned in each Plan Year that you were an active colleague of an Employer and a participant in the Plan. You received one year of Benefit Service Credit when you earned 1,800 Hours of Service or more. Partial Benefit Service Credit was granted for Hours of Service worked less than 1,800 as follows:

Hours of Service as an Active Participant During Plan Year	Benefit Service Granted During Plan Year
Less than 1	0.0 year
1-199	0.1 year
200-399	0.2 year
400-599	0.3 year
600-799	0.4 year
800-999	0.5 year
1,000-1,199	0.6 year
1,200-1,399	0.7 year
1,400-1,599	0.8 year
1,600-1,799	0.9 year
1.800 or more	1.0 year

Effective as of December 31, 2001, benefit accruals under the Plan were frozen. As a result, you do not earn any Benefit Service Credit after December 31, 2001. Also, you did not earn Benefit Service Credit during a calendar year in which you participated in the TIAA/CREF program and special rules applied in determining the Benefit Service Credit of participants who earned Benefit Service Credit prior to January 1, 2002 under the Retirement Plan for Employees of the Sisters of Mercy-Province of Detroit ("Province Plan") and/or the Retirement Plan for Employees of Joint Ventures of the Sisters of Mercy-Province of Detroit ("Joint Ventures Plan"). Please check with the Trinity Health Pension Plan Office at 800.793.4733 to find out if any special rules apply for purposes of determining your Benefit Service Credit.

Benefits Committee — The Trinity Health Benefits Committee. The Benefits Committee is the Plan Administrator.

Cash Balance Account — A bookkeeping account that is credited with Employer Matching Contributions prior to January 1, 2002. Only participants who made elective contributions to a Code Section 403(b) plan sponsored by the Employer between January 1, 1997 and December 31, 2001 will have a Cash Balance Account.

Employer — Trinity Health Corporation is the sponsoring employer of the Plan. The Employers in this Plan generally include the University of Detroit Mercy and any affiliated organizations of the University of Detroit Mercy that have elected to participate in the Plan with the consent of the Plan Administrator. A list of the participating Employers may be requested from the Trinity Health Pension Plan Office.

Employer Matching Contribution — For Plan Years commencing January 1, 1997 through January 1, 2001, if you were a participant in, and made contributions through payroll deductions to a Code Section 403(b) plan sponsored by the Employer, an Employer Matching Contribution was made to your Cash Balance Account. On and after January 1, 2002, no Employer will make any additional Employer Matching Contributions to any Cash Balance Account.

Final Average Earnings — Your Final Average Earnings is the average of your Monthly Earnings for the five highest calendar years while you are a participant in the Plan earning Benefit Service Credit determined as of the earliest of: (1) the date you no longer are working for a participating Employer, (2) the date payment of your Accrued Benefit begins (including your Monthly Earnings for the year in which payment begins), and (3) December 31, 2001. The calendar years taken into account for purposes of determining your Final Average Earnings do not have to be consecutive. If you were not a participant in the Plan who earned Benefit Service Credit for at least five calendar years as of the earliest of these dates, your Final Average Earnings is the average of your Monthly Earnings while you are a participant in the Plan earning Benefit Service Credit. Your Final Average Earnings will not change after December 31, 2001.

Hours of Service — Each hour you work and are paid, or entitled to be paid, by a participating Employer or a Related Employer for the performance of duties. Hours of Service also include other hours you are paid, or entitled to be paid, by your Employer or a Related Employer, on account of a period of time during which no duties are performed, such as vacations, holidays, illness, incapacity (including short term disability but not long term disability), layoff, jury duty, military duty, on-call status, paid time off ("PTO"), or other approved paid leaves of absence. You do not earn Hours of Service for time during which you receive workers' compensation or unemployment compensation or for medical reimbursement payments which solely reimburse you for medical or medically-related expenses incurred by you, or for voluntary cash outs of PTO. Effective January 1, 2015, you also do not earn Hours of Service with respect to severance pay or salary continuation paid after the last day that you perform services for the Employer.

Monthly Earnings — Your basic hourly rate of pay on January 1 (excluding overtime, bonuses and shift differentials) multiplied by 173-1/3 hours. The total Monthly Earnings used for determining Plan benefits for a Plan Year is limited by the federal government. The annual limit was \$170,000 for 2001 (the last Plan Year in which benefits accrued under the Plan). This limit is referred to as the "Compensation Limitation."

Normal Retirement Age — Age 65.

Normal Retirement Benefit — The amount of your Accrued Benefit payable beginning at your Normal Retirement Date.

Normal Retirement Date — The first day of the month on or after the date you reach Normal Retirement Age.

One-Half of the Five-year Average of the Social Security Wage Base — The Social Security Wage Base is an amount established by the Internal Revenue Service (IRS) on which Social Security taxes are paid. In order to coordinate with Social Security benefits, the Pension Benefit formula uses a certain percentage of monthly Final Average Earnings up to One-Half of the Monthly Five-year Average of the Social Security Wage Base, and a higher percentage of monthly Final Average Earnings above that point.

The Five-year Average Social Security Wage Base will be the average of the Social Security Wage Base determined as of the earliest of: (1) the date you no longer are working for a participating Employer (including the Social Security Wage Base in the year in which your employment terminates), (2) the date payment of your Accrued Benefit begins (including the Social Security Wage Base for the year in which payment begins), and (4) December 31, 2001. The Five-year Average of the Social Security Wage Base will not change after December 31, 2001.

Pension Benefit — Your Pension Benefit is your benefit under the Plan, excluding your Cash Balance Account, if any

Plan — The Retirement Plan for Employees of the University of Detroit Mercy (Frozen Plan).

Plan Year — Same as the calendar year, January 1 – December 31.

Related Employer — A group of corporations, trades or businesses (whether or not incorporated) which are under common control, or an "affiliated service group." For this purpose, there are rules under the Code for determining whether there is common control or whether two or more entities are an affiliated service group. If an Employer is a member of a group of Related Employers, the term "Employer" includes the Related Employers for several Plan purposes, including crediting Hours of Service and determining years of Vesting Service.

Vesting Service — Determines your eligibility to receive your Plan benefit upon your termination from employment with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers. You earn one year of Vesting Service for working at

least 1,000 Hours of Service in a Plan Year. You will not earn <u>any</u> Vesting Service for any Plan Year in which you earn less than 1,000 Hours of Service. You begin to earn Vesting Service on the later of your date of hire or January 1, 1992. In addition, your Vesting Service Credit earned under the Province Plan, Joint Ventures Plan, and from your employment with the University of Detroit and University of Detroit Mercy before January 1, 1992, if you were employed by the University of Detroit on December 20, 1990 and became an employee of the Employer on December 21, 1990 is taken into account for determining your Vesting Service under the Plan.

If you earn Vesting Service credit under the Plan, Province Plan, and Joint Ventures Plan in any calendar year, your total Hours of Service earned during the calendar year will determine your Vesting Service for the year. You will not receive more than one year of Vesting Service credit for any calendar year. To see if you may have excluded or included service, please contact the Trinity Health Pension Plan Office at 800.793.4733.

The Pension Benefit & Cash Balance Account

WHO IS ELIGIBLE TO PARTICIPATE?

Prior to January 1, 2002, all active colleagues of a participating Employer became covered by the Plan beginning on their date of hire, except:

- colleagues covered by a collective bargaining agreement that did not provide for participation in the Plan;
- colleagues who elected to participate in the TIAA/CREF program with matching employer contributions;
- leased employees;
- independent contractors;
- colleagues who, prior to January 1, 1996, elected not to become participants or to cease being active participants;
- members of the Sisters of Mercy Regional Community of Detroit, the Society of Jesus, or any other Catholic religious congregation;
- adjunct faculty members (i.e., individual teaching not more than six credit hours or two sections in a given semester/term);
- student employees (i.e., individuals who are both associates and enrolled as students at the Employer's educational instruction, registered for a minimum of six credit hours in a given semester/term, and whose compensation from the Employer is paid, at least in part, through programs financed by governmental agencies); and
- part-time coaches of any athletic program.

HOW DO I ENROLL IN THE PLAN?

No colleague of a participating Employer will become a participant in the Plan on or after January 1, 2002. Prior to January 1, 2002, there was no enrollment procedure. You automatically became a participant on the latest of your date of hire, January 1, 1992, the date you became an eligible active colleague of a participating Employer, or the date that your employer became a participating Employer.

HOW IS MY PLAN BENEFIT CALCULATED?

Your Plan benefit may have one or both of the following components:

- A monthly Pension Benefit, and
- The benefit accumulated in your Cash Balance Account.

PENSION BENEFIT

Your Pension Benefit is a monthly benefit payable to you for your lifetime. Your monthly Pension Benefit is equal to the greater of (a) or (b), as follows:

- (a) \$12.00 per month multiplied by your years of Benefit Service Credit.
- Your Pension Benefit calculated as follows: (b)

1.1% of Final Average Earnings (up to One-Half of the Monthly Five-year Average of the Social Security Wage Base) Multiplied by

Benefit Service Credit earned after through December 31, 2001

Plus

1.65% of Final Average Earnings (over One-Half of the Monthly Five-year Average of the Social Security Wage Base) Multiplied by Benefit Service Credit (to a maximum of 35 years) earned through December 31, 2001

Your Pension Benefit is frozen after 2001 based on your Benefit Service Credit and Final Average Earnings as of December 31, 2001. This means that your Pension Benefit will not increase or decrease after 2001.

Pension Benefit Calculation Example:

- Let's assume Pat had 10 years of Benefit Service Credit as of December 31, 2001.
- Pat's monthly Final Average Earnings as of December 31, 2001 are \$4,000.
- One-Half of the Monthly Five-year Average of the Social Security Wage Base equals \$3,025.

Pat's monthly Pension Benefit is \$493.63 determined as follows:

Formula	Calculation	Monthly Amount
\$12 multiplied by Benefit Service Credit earned through	\$12 x 10	\$120
December 31, 2001.		

OR

Formula	Calculation	Monthly Amount
1.1% of Final Average Earnings (up to One-half of the	1.1% x \$3,025 x 10	\$332.75
Monthly Five-year Average of the Social Security Wage Base) multiplied by Benefit Service Credit earned through		
December 31, 2001.		
Plus		
1.65% of Final Average Earnings (over One-half of the	1.65% x (\$4,000 - \$3,025) x 10	\$160.88
Monthly Five-year Average of the Social Security Wage		
Base) multiplied by Benefit Service (to a maximum of 35		
years) earned through December 31, 2001.		
TOTAL MONTHLY BENEFIT		\$493.63

CASH BALANCE ACCOUNT

Your Cash Balance Account, if any, is used to maintain a record of Employer Matching Contributions made after December 31, 1996 and prior to January 1, 2002, and interest credits allocated to your Cash Balance Account. After December 31, 2001, only interest credits are added to your Cash Balance Account.

Interest Credits

Your Cash Balance Account, if any, will be credited with "interest."

Interest credits will be reported annually, calculated according to the formula below, and the applicable interest rate will be determined by December 31 of the prior Plan Year based on rates and guidance published by the IRS. Prior to January 1, 2011, the applicable interest rate for a Plan Year was equal to the five-year U.S. Treasury Constant Maturity rate for September of the preceding Plan Year. After 2010, the rate is based on the 24 month average of the so-called "second segment" rate issued by IRS for September of the prior Plan Year.

Interest Credits for a Plan Year equal:

Your Cash Balance Account as of the end of the previous Plan Year

Multiplied by

The applicable interest rate

Interest Credit Calculation Example:

Robert has a Cash Balance Account as of December 31, 2013 in the amount of \$1,000.

- Interest credits, at a stated rate, would be added to Robert's Cash Balance Account as of December 31, 2013. Let's assume the interest rate was 3%. Because Robert's Cash Balance Account as of December 31, 2013 was \$1,000, \$30 in interest credits were made to Robert's Cash Balance Account for 2014 (\$1,000 x 3% = \$30).
- As of December 31, 2014, Robert has \$1,030 in his Cash Balance Account (\$1,000 + \$30 = \$1,030).
- Assume the interest rate is still 3% for 2015. The interest credit to Robert's Cash Balance Account for 2015 will be \$30.90 (\$1,030 x 3%).

If you terminate employment with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers, prior to the end of the Plan Year and

are eligible for a distribution of your Cash Balance Account, you will receive interest credits for a partial year to your distribution date.

Interest Credits for a Partial Year equal:

Your Cash Balance Account as of the end of the previous Plan Year

Multiplied by

the applicable interest rate multiplied by (the number of months from January 1 to the distribution date divided by 12)

Interest Credit Calculation Example:

Let's assume Mary had a Cash Balance Account balance of \$1,000 at the end of the previous Plan Year and the interest rate was 4%. She terminates employment and is vested in her Cash Balance Account. Her distribution date is April 1. The interest credit on Mary's Cash Balance Account is calculated as follows:

Interest Credit Calculation to the Distribution Date:

Interest Credit Formula	Amount
Mary's Cash Balance Account balance as of the end of the previous Plan Year	\$1,000
Multiplied by	X
The applicable interest rate	.04
Multiplied by	X
3 months divided by $12 = .25$.25
TOTAL INTEREST CREDIT	
TO THE APRIL 1 DISTRIBUTION DATE	\$10

If Mary decided not to take a distribution of her Cash Balance Account, she would earn an interest credit for the entire year as illustrated below.

Interest Credit Calculation at the End of the Year:

Interest Credit Formula	Amount
Mary's Cash Balance Account balance as of the end of the previous Plan Year	\$1,000
Multiplied by	X
The applicable interest rate	.04
TOTAL INTEREST CREDIT	\$40
FOR THE FULL YEAR	

In the example shown above, Mary's interest credit on her Cash Balance Account at the end of the year will be \$40.

If you had a Cash Balance Account as of December 31, 2001, although no additional Employer Matching Contributions will be made to your Cash Balance Account after December 31, 2001, interest credits will continue to be made to your Cash Balance Account after December 31, 2001, up to the date it is distributed to you.

WHEN AM I VESTED?

When you are vested, the Plan benefit you have earned will not be forfeited if you terminate employment. You are vested in your Plan benefit once you earn five (5) years of Vesting Service or attain age 65 while still actively working for a participating Employer or one of the participating Employers' Related Employers, whichever occurs first. If you were an associate of the Employer on December 31, 2001, you became 100% vested in your Plan benefit on December 31, 2001.

WHEN WILL I BEGIN RECEIVING A BENEFIT?

Normal Retirement Benefit

You are eligible for normal retirement at age 65 regardless of your continued employment with a participating Employer, a participating Employer's Related Employer, or another employer. At age 65, you are entitled to receive a monthly benefit beginning on your Normal Retirement Date payable for your lifetime. The amount of the monthly benefit payments will be equal to your Pension Benefit (determined using the formula described previously), **plus** the value of your Cash Balance Account, if any, converted to a monthly benefit, provided you don't take the Cash Balance Account as a lump sum.

There is generally no monetary incentive to delay starting your Pension Benefit beyond age 65 as the Pension Benefit amount will not increase as a result of the delay and you will not receive payments retroactive to the date you reach age 65. However, if you continue working for the Employer after you turn age 65 and you delay starting your benefit beyond April 1st following the calendar year that you attain age 70½, there will be an actuarial adjustment applied to the Pension Benefit you earned as of the end of the year you turn age 70½, to reflect the shorter duration during which you will receive your Pension Benefit over your lifetime.

Late Retirement Benefit

You may continue working past age 65. Benefit payments can begin the first day of the month after you apply for benefits. Your late retirement benefit is determined in the same manner as your Normal Retirement Benefit, but is based upon your Pension Benefit and Cash Balance Account, if any, at that time.

Early Retirement Benefit

You are eligible to elect a monthly early retirement benefit as early as age 55 if you have completed at least five years of Vesting Service and have terminated employment with your Employer, all other participating Employers, and their Related Employers, whether or not they are participating in the Plan.

Once you have met these requirements, you may elect to receive your early retirement benefit starting on the first day of any month following your termination of employment with your Employer and all of your Employer's Related Employers, whether or not they are participating Employers, and all other participating Employers and their Related Employers, whether or not they are participating in the Plan.

Your early retirement benefit is determined in the same manner as your Normal Retirement Benefit, but is based on your Pension Benefit, if any, at the time of your termination of employment and your Cash Balance Account, if any, at the time benefits begin. If you elect to begin receiving payment of your benefit before your Normal Retirement Date, your Pension Benefit, if any, is permanently reduced by 5% for each year that the date you start receiving your benefit is before your Normal Retirement Date. That equals a 0.4167% reduction for each month prior to your Normal Retirement Date. Therefore, if you retired at age 55, your Pension Benefit would be reduced by 50% (10 years prior to age 65 x 5% = 50%).

To estimate your early retirement benefit, add: (1) your Cash Balance Account converted to a benefit payable monthly for your lifetime, if any, to (2) your Life Only Pension Benefit, if any, at age 65 multiplied by the applicable Early Retirement Reduction percentage noted in the chart below:

Age	Early Retirement Reduction
	Percentage
65	100%
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%
58	65%
57	60%
56	55%
55	50%

Note: If you last terminated employment or retired early prior to January 1, 1997, your Pension Benefit is permanently reduced by a .5% for each month that payment of your Pension Benefit commences prior to your Normal Retirement Date.

Early Retirement Benefit Example:

Terry elects an early retirement benefit starting at age 61 — four years prior to his Normal Retirement Date. Assume that the value of his Cash Balance Account converted to a benefit payable at age 61 for his lifetime is \$100 per month. Assume that his Life Only Pension Benefit payable at age 65 is \$200 per month. To estimate his early retirement benefit, take his \$200 Life Only Pension Benefit and multiply it

by 80%, or .80 ($$200 \times .80 = 160) and add the converted value of Terry's Cash Balance Account. Therefore, Terry's estimated monthly early retirement benefit is \$260 payable for his lifetime.

If you elect to begin receiving payment of your Plan benefit before your Normal Retirement Date and wish to come back to work for a participating Employer or any Related Employer, there may be restrictions on the payment of your benefit. Please refer to the "What Conditions Can Affect My Plan Benefit?" section.

Disability Retirement Benefit

You may be eligible for a disability retirement benefit at any age as long as you have (i) not attained Normal Retirement Age at the time your total and permanent disability begins, (ii) five years of Vesting Service, (iii) stopped working with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers, because of your total and permanent disability, and (iv) filed an application for disability retirement benefits with the Administrator no later than one year after the date the determination is made that you are totally and permanently disabled. You must receive Social Security disability benefits in order to be considered totally and permanently disabled. The Administrator has the right to determine independently if you are totally and permanently disabled, *even if you have been awarded Social Security disability benefits*.

If you meet all of the requirements, your disability benefits will begin as of the first day of the month following the last day you worked for an Employer due to becoming totally and permanently disabled. However, if you satisfy the requirements to be eligible for a disability retirement benefit except that you file an application for disability retirement benefits with the Administrator more than one year after the date the determination is made that you are totally and permanently disabled, you may still qualify for a disability retirement benefit but only on a prospective basis beginning no earlier than the first of the month during which a completed application for disability retirement benefits is filed with the Administrator. A disability retirement benefit will be equal to your monthly Pension Benefit, if any, plus your Cash Balance Account, if any, taken as a lump sum or converted to a monthly amount at the time benefits begin. Your monthly Pension Benefit is not reduced for early commencement if the payment begins prior to Normal Retirement Date.

Generally, monthly disability benefits are payable only while you continue to be totally and permanently disabled. You may be required to provide evidence that you continue to be totally and permanently disabled in order to continue to receive monthly disability benefits. However, if you recover from a total and permanent disability on or after your Normal Retirement Date, you will continue to receive monthly benefit payments under the Plan and there shall be no change in the monthly benefit payments you receive under the Plan.

If you are awaiting determination of total and permanent disability from Social Security and you are otherwise eligible for an early retirement benefit, you may apply for an early retirement benefit from the Plan. If it is then later determined that you are totally and permanently disabled, you may elect to receive a disability retirement benefit if it is more beneficial to you.

Deferred Vested Benefit

If you have five years of Vesting Service and your termination of employment with all of the Participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers, occurs before you are old enough to receive an early retirement benefit, you will be eligible for a deferred benefit from the Plan commencing any time after age 55. If you begin receiving your benefit prior to your Normal Retirement Age, it is calculated in the same manner as your early retirement benefit, and is subject to the same reductions if payable before Normal Retirement Age.

HOW DO I APPLY FOR BENEFITS?

When your employment with all of the participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers, terminates, you should contact the Trinity Health Pension Plan Office to obtain information regarding your Plan benefit. If you are eligible to begin receiving your benefit at that time, it is up to you to contact the Trinity Health Pension Plan Office at 800.793.4733 to apply for your benefit. After you contact the Trinity Health Pension Plan Office, the Trinity Health Pension Office will then mail you the appropriate election forms and a benefit calculation at your address on file with the Trinity Health Pension Plan Office. If you are not eligible for your Plan benefit when your employment terminates or you choose to delay receipt of your benefit, it is up to you to contact the Trinity Health Pension Plan Office at 800.793.4733 to apply for your benefit. The Trinity Health Pension Plan Office will then mail you the appropriate election forms and a benefit calculation at your address on file with the Trinity Health Pension Plan Office.

If you have not already elected to begin receiving your Plan benefit, shortly before you turn age 65, the Trinity Health Pension Plan Office will mail information regarding your Plan benefit and the appropriate election forms and a benefit calculation to your address on file. Please note that there is generally no advantage to waiting until after age 65 to begin receiving your Pension Benefit. The monthly Pension Benefit amount does not increase if you delay starting your payments after you reach age 65, and you may not receive back payments if you file for your benefits after your Normal Retirement Date.

If you, your spouse, or your Beneficiary think you are eligible for disability or death benefits, it is up to you, your spouse, or your Beneficiary to contact the Trinity Health Pension Plan Office at 800.793.4733

to request your Plan benefit. It is ultimately your responsibility to apply for your own benefit. If you do not apply for your Plan benefit in a timely manner, the Plan will not pay your benefit retroactively.

To receive payment of your Plan benefit, you must either:

(1) Mail the original, completed signed and dated election forms and any required supporting documentation to the Trinity Health Pension Plan Office at:

Trinity Health Pension Plan Office 20555 Victor Parkway Livonia, Michigan 48152

-OR-

(2) Fax the signed and dated election forms and any supporting documentation to the Trinity Health Pension Plan Office at 312.957.2528.

You must submit the completed election forms to the Trinity Health Pension Plan Office as soon as possible after you receive the forms, but no more than 90 days before the date you want payments to begin. Also, you must furnish any required information such as proof of your age and your spouse's age, a complete copy of any divorce documents, and your spouse's death certificate, if applicable, to the Trinity Health Pension Plan Office along with the election forms. If the Trinity Health Pension Plan Office does not receive your completed election forms and additional required information within 90 days of the print date on the top of Form #1 in Your Personalized Pension Benefit Forms Packet, your entire benefit will have to be recalculated with a new benefit commencement date. You will need to make a new written request to the Trinity Health Pension Plan Office (at the address above) to receive your Plan benefit. Your benefit payment amount will then be recalculated and the Trinity Health Pension Plan Office will send you new election forms and a new benefit calculation. In order to receive payment of your benefit, you must submit the new election forms and any additional required information within 90 days of the print date on the top of Form #1 in Your Personalized Pension Benefit Forms Packet or your entire benefit will have to be recalculated again. It is important to submit your forms on time if you want your benefit to start as soon as possible. Please note that the Plan will not pay benefits retroactively. Failure to submit your election forms and any additional required information within the timeframe indicated on Form #1 will result in a new benefit calculation with a new benefit commencement date.

Notwithstanding the above, you must begin receiving your retirement benefit by April 1 of the year after the calendar year in which your employment with all of the participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers,

terminates or you reach age 70½, whichever is later. Before this date, your Plan benefit will not be paid unless and until you (or your spouse or Beneficiary, if applicable) apply for your Plan benefit in accordance with the procedures set forth in this SPD.

HOW WILL MY PLAN BENEFIT BE PAID?

Generally, you may elect to have your Plan benefit paid in any of the ways shown below. Your monthly payments under the Plan's benefit formula reflect a benefit payable for your life only. Therefore, benefits under a monthly payment option that provides for continued benefits to a beneficiary after your death will be a lower amount per month than the monthly payments you would receive under the Life Only Option in order to provide for benefits payable over a longer expected timeframe.

Major exceptions:

- If you are married and the present value of your Pension Benefit is more than \$10,000, you will receive such benefit in the form of a Joint and Survivor Option with your spouse as the Beneficiary, unless she or he consents, in writing, to a different election.
- If you elect to receive your Cash Balance Account in the form of an annuity and you elect to receive your Pension Benefit in the form of an annuity, your Cash Balance Account and Pension Benefit must be paid in the same annuity form of payment commencing on the same date.
- You <u>may</u> elect to receive your Cash Balance Account and defer distribution of your Pension Benefit until April 1 of the year after the calendar year in which your employment with all of the participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers, terminates, or you reach age 70½, whichever is later; however, you <u>may not</u> elect to receive your Pension Benefit and defer distribution of your Cash Balance Account.
- Prior to January 1, 2016, disability retirement benefits will be paid only as a Life Only Option, 50% Joint and Survivor Option (if you are married), or Lump Sum Option (subject to lump sum rules). If you become eligible for a disability retirement benefit on or after January 1, 2016, and have not commenced receiving the Pension Benefit portion of your Accrued Benefit prior to January 1, 2016, you may elect to receive the present value of the Pension Benefit portion of your disability retirement benefit in the form of a single lump sum payment.

Life Only Option

Monthly benefits continue only during your lifetime. Upon your death, all benefits stop. There is no Beneficiary. All of the prior examples assume that benefits will be paid in the Life Only Option form. The Life Only Option is the "normal" payment form and all other options are actuarially equivalent in amount to the Life Only option. However, because benefits are potentially payable to more than one person under the other options, the monthly amounts are lower based on factors set forth in the Plan.

Ten Years Certain And Life Option

Under this optional form of benefit, monthly payments reduced from your Life Only Option benefit will be paid to you for your life, but if you die before 10 years (or 120 months) of monthly benefits have been paid, payments will be continued to your designated Beneficiary until the remainder of the 120 monthly payments have been made. If your designated Beneficiary dies before you have received 120 monthly payments, you may designate a new Beneficiary to receive the remaining payments due after your death, if any.

Joint And Survivor Option

Reduced monthly benefit payments are made for your life. Upon your death, monthly payments will continue to your Beneficiary, if surviving, for the rest of his or her life equal to 50% or 100% of the benefit you were receiving prior to your death. When you retire, you elect the percent of your benefit your Beneficiary will receive if you die first. You may not be eligible to elect a 100% survivor annuity if your Beneficiary is not your spouse and is more than 10 years younger than you. Once payments begin, no other Beneficiary can be designated, even if your named Beneficiary predeceases you or your marriage is terminated.

Joint and Survivor Option benefits are reduced based on the percent of the Survivor Annuity and the age of your Beneficiary, meaning that, generally, the younger your Beneficiary, the smaller your benefit. Your Joint and Survivor Option benefit will never be greater than your Life Only Option benefit.

Joint And Survivor Option Example:

At her Normal Retirement Date, Barb's Life Only benefit is \$500 per month. Her husband is three years younger than she. Barb's benefit is calculated by reducing her benefit by 5% for the 50% survivor option plus an additional 1½% for the three years her husband is younger than she, for a total of 6½%. As such, her benefit, payable as a 50% Joint and Survivor benefit, is equal to 93.5% of the Life Only benefit. Therefore, during her lifetime she will receive \$467.50 per month and if her husband survives her, he will receive one-half of this amount, or \$233.75 per month, for the rest of his life. If she had elected the 100% Joint and Survivor option, the reduction would have been greater. The reductions described in this example are based on actuarial factors set forth in the Plan document.

Lump Sum Option

• This is the only payment option available to you if the actuarial present value of your total Plan benefit is \$5,000 or less at the time of payment. However, your Plan benefit will not be distributed before you elect to receive it, except that you must begin receiving your Plan benefit by April 1 of the year after the later of the year in which your employment with all of the

participating Employers and all of the participating Employers' Related Employers terminates or the year in which you reach age 70½.

- Pension Benefit. If the present value of your Pension Benefit is not more than \$10,000, you may elect to have it paid to you in a single lump sum at any time after your Normal Retirement Date or termination of employment with all of the participating Employers and all of the participating Employers' Related Employers. However, beginning in 2016, if you have not yet started a monthly pension, you may elect to receive a lump sum payment of the present value of your Pension Benefit without any limit if you have either (i) reached your Normal Retirement Date but have not terminated from employment with all of the participating Employers' Related Employers, or (ii) terminated from employment with all of the participating Employers and all of the participating Employers and all of the participating Employers after December 31, 2015.
- <u>Cash Balance Account</u>. Regardless of the amount, you may elect to receive your Cash Balance Account in the form of a single lump sum payment. You may make this election at any time after your Normal Retirement Date or termination of employment from all of the participating Employers and all of the participating Employers' Related Employers.

If you are married, and your total lump sum payment exceeds \$10,000, your spouse must consent in writing to your election of a lump sum. Your spouse's consent must be notarized or witnessed by a representative of the Trinity Health Pension Plan Office. Lump sum payments can be made in the form of a direct rollover to another employer's qualified retirement plan, 403(b) plan or certain governmental 457(b) plans (if the plan you select accepts rollovers), your account in the Trinity Health 403(b) Retirement Savings Plan or Trinity Health 401(k) Retirement Savings Plan, if any, or to an IRA (including a Roth IRA).

WHAT CONDITIONS CAN AFFECT MY PLAN BENEFIT?

What Happens To My Pension Benefit And Cash Balance Account If I Transfer?

If you transfer from one participating Employer to another and you remain an eligible colleague, you keep your Benefit Service Credit and Vesting Service earned before the transfer and continue earning Benefit Service Credit (prior to January 1, 2002) and Vesting Service after the transfer without interruption.

If you transfer from a participating Employer to a non-participating employer that is a Related Employer of a participating Employer, you will no longer earn Benefit Service Credit. However, you will continue to earn Vesting Service.

What Happens To My Plan Benefit If I Am On Military Duty?

If you are on military duty and return to employment within the prescribed period of time, you will earn Benefit Service Credit (prior to January 1, 2002) and Vesting Service for the period while you were on military duty based on your work week immediately preceding the absence.

What If I Terminate Prior To Five Years Of Vesting Service?

Unless your employment terminates on or after your 65th birthday, you will not be entitled to a benefit under the Plan unless you have five years of Vesting Service. However, if you were employed by a participating Employer on December 31, 2001, your benefit became 100% vested on that date. If you terminated employment before December 31, 2001, but did not have a vested Plan benefit, you do not have any Hours of Service during five consecutive Plan Years and you are later hired by a participating Employer, your years of Vesting Service as of your last termination date will be forfeited.

What Happens To My Benefit If I Continue or Return To Work After Retirement?

Once you begin receiving a monthly benefit from this Plan, regardless of your age, you can continue receiving your benefit while working for an employer other than a participating Employer or one of the participating Employers' Related Employers. If you wish to continue, or return to employment, with a participating Employer or one of the participating Employers' Related Employers, there are different rules that apply to you depending on your age.

Under age 65

If you are <u>under age 65</u>, there must be a bona fide termination of your employment with the participating Employers and all of the participating Employers' Related Employers for you to begin receiving monthly payments of your Accrued Benefit. A bona fide termination occurs if, at the time your employment terminates, there is no understanding that you will be reemployed and you remain unemployed by the participating Employers and all of their Related Employers for at least 120 consecutive days following your termination from employment (measured beginning on the last day of the last payroll period for which you are paid by any of the participating Employers or any of the participating Employers' Related Employers). These rules are strictly enforced.

If you are reemployed by a participating Employer or one of the participating Employers' Related Employers on or after January 1, 2015, before you reach age 65 and <u>after</u> incurring a bona fide termination of employment, and you are receiving monthly benefit payments, your monthly benefit

payments will continue as is. You generally cannot elect a new form of benefit payment or designate a new Beneficiary or contingent annuitant when you terminate employment or reach age 65.

If you were reemployed by a participating Employer or one of the participating Employers' Related Employers prior to January 1, 2015 and before you reached age 65, your monthly benefit payments may have been suspended if you worked too many hours. You are eligible to recommence receipt of your Plan benefit as of January 1, 2015 or as soon as administratively practicable thereafter. You must make this election within the election period, and in accordance with the procedures, established by the Administrator. If this applies to you and you do not make a timely election to recommence receipt of your Plan benefit as of January 1, 2015, you may still elect to recommence your Plan benefit with payments beginning on the first day of the month following the date you file the election with the Plan Administrator. If you are eligible to recommence receipt of your Plan benefit, you are not entitled to elect a new form of payment for your Plan benefit.

If you are reemployed by a participating Employer or one of the participating Employers' Related Employers on or after January 1, 2015, before you reach age 65 and <u>before</u> incurring a bona fide termination of employment, and you are receiving monthly benefit payments, your monthly benefit payments will be <u>immediately suspended on the first day of the month coinciding with or following the date until you are reemployed until you reach age 65 or terminate your employment with all of the <u>participating Employers and their Related Employers</u>. Please contact the Trinity Health Pension Plan Office for additional information, including the provisions in effect prior to January 1, 2015.</u>

Over age 65

If you are <u>over the age of 65</u>, you may begin to receive your benefit regardless of your continued employment with a participating Employer or one of the participating Employers' Related Employers. Based on your election, your benefit may start any time after your 65th birthday. Generally, there is no advantage to waiting until after age 65 to begin receiving your Pension Benefit. There are no restrictions on the number of hours you can work, nor are you required to first terminate employment.

WHAT HAPPENS TO MY BENEFIT IF I DIE BEFORE I RETIRE?

If you die before payment of your Plan benefit begins, your spouse or other Beneficiary will receive a pre-retirement death benefit if you are vested in your Plan benefit.

If You Are Married...

If you die <u>on or after</u> age 55 and the value of the vested Plan benefit payable to your spouse is more than \$5,000, your spouse will receive the 50% survivor annuity portion of your Pension Benefit determined as if you had retired on the day before your death and elected a 50% Joint and Survivor Option and 100% of your Cash Balance Account (converted to an equivalent monthly benefit). Alternatively, your spouse may elect to receive 100% of your Cash Balance Account and the present value of the 50% survivor annuity portion of your Pension Benefit, in the form of a lump sum payment. If the value of the vested Plan benefit payable to your spouse is \$5,000 or less or you only have a vested Cash Balance Account, it will automatically be paid as a lump sum.

If you die <u>before</u> age 55 and the value of the vested Plan benefit payable to your spouse is more than \$5,000, your spouse will receive an amount actuarially equivalent in value to what would have been paid had you terminated employment on your date of death (or actual date of termination, if earlier), survived to age 55 and retired on your 55th birthday with a 50% Joint and Survivor Option for your Pension Benefit plus 100% of your Cash Balance Account (converted to an equivalent monthly annuity), and then died the next day. Your spouse may elect to receive 100% of your Cash Balance Account, plus the present value of the Beneficiary's portion of the 50% Joint and Survivor Option Pension Benefit to which she or he is entitled, if any, in the form of a lump sum payment instead of the form of a monthly annuity. If the value of the vested Plan benefit payable to your spouse is \$5,000 or less or if you only have a Cash Balance Account, it will automatically be paid as a lump sum.

However, if you die after having elected a form of benefit payment (including filing your election with the Administrator) but before payment of your Plan benefit begins, your election will be effective and what, if any, death benefit is payable will be based on the form of payment you elected.

Benefits will begin as early as the month following your death and after your spouse elects to receive payment unless your spouse elects to defer payment of benefits until you would have reached age 65. You may elect someone other than your spouse as your pre-retirement death Beneficiary, but only if your spouse signs a waiver form consenting to your designation of someone else as your Beneficiary. The spousal waiver and Beneficiary Form RP-20 may be obtained from the Retirement Program website at http://mybenefits.trinity-health.org/documents/benyform.pdf or from your Human Resources department or by telephoning the Trinity Health Pension Plan Office at 800.793.4733.

If You Are Not Married or You Are Married and Elect a Beneficiary Other than Your Spouse...

If you are not married, a lump sum will be issued to your estate unless you have completed a Beneficiary Form RP-20 and provided it to the Trinity Health Pension Plan Office. If you are married and there is a Beneficiary Form RP-20 on file with the Trinity Health Pension Plan Office naming a Beneficiary other than your spouse, your named Beneficiary will receive a lump sum benefit. The amount of the lump sum benefit payable to your Beneficiary or estate is equivalent in value to the death benefit described above for a married participant assuming a spouse of the same age. You may obtain a Beneficiary Designation Form RP-20 for the Plan from the Retirement Program website at http://mybenefits.trinity-health.org/documents/benyform.pdf or from the Trinity Health Pension Plan Office at 800.793.4733.

Again, however, if you die after having elected a form of benefit payment (including filing your election with the Plan Administrator) but before payment of your Plan benefit begins, your election shall be effective and what, if any, death benefit is payable will be based on the form of payment you elected.

WHAT HAPPENS TO MY BENEFIT IF I DIE AFTER RETIREMENT BEGINS?

If you have already retired and have begun to receive benefits, the availability of a death benefit for your spouse, Beneficiary, or survivor will be determined by the optional form of benefit payment you selected at the time you retired. If you elected the Life Only Option, benefits generally cease at your death and no death benefits are payable.

WHAT IF I AM NOT SATISFIED WITH THE DETERMINATION OF MY PLAN BENEFIT?

The Administrator is responsible for determining the amounts payable from the Plan and advising each participant or Beneficiary of those amounts. The Administrator will either approve your application for benefits or explain in writing why your claim is being denied (by referring to specific Plan provisions) and how applications are reviewed. Generally, written notice of the disposition of a claim will be furnished to you within 90 days (180 days in certain circumstances) after the claim is filed.

If your request for benefit payments is denied, in whole or in part, you or your authorized representative has the right to request a review of the denial. A written appeal must be made to the Plan Administrator within 60 days of receipt of the written notice of denial; otherwise you will be deemed to have waived your right to appeal. In your appeal, you may include any other information you consider pertinent to the Plan Administrator's reconsideration of your request. You or your designated representative may review all Plan documents and other papers that affect the claim. You will receive a written notification of the

Plan Administrator's decision within 60 days of your appeal (120 days in special circumstances). The final determination notice will inform you of the decision and the specific reasons for the decision, including references to Plan provisions upon which the determination is based.

In addition to the general claims procedures set forth above, the following special procedures apply to disability retirement benefit claims:

- If the Administrator denies your disability retirement benefit claim, in whole or in part, you will be notified in writing why your claim is being denied (by referring to specific Plan provisions) and how applications are reviewed within a reasonable period of time, but not later than 45 days after receipt of the claim by the Administrator. If the Administrator determines that, due to matters beyond control of the Plan and Administrator, a decision on your disability retirement benefit claim cannot be reached within 45 days, an additional 30 days may be provided and the Administrator will notify you of the extension before the end of the original 45-day period. The 30-day extension may be extended for a second 30-day period, if, before the end of the original extension, the Administrator determines that, due to circumstances beyond the control of the Plan and Administrator, a decision cannot be made within the original 30-day extension period.
- You have 180 days following receipt of a disability retirement benefit denial in which to file a written appeal of the denial with the Plan Administrator.
- If you file your written appeal timely, the Plan Administrator will review your appeal and notify you of its determination within a reasonable period of time, but not later than 45 days after its receipt of your written appeal. If the Plan Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time for processing the appeal, the Plan Administrator will notify you of the extension before the end of the initial 45 day period. Such an extension, if required, shall not exceed 45 days.

Any legal action against the Plan must be filed within one year after the time that the Plan's claims process has been completed, or if earlier, one year from the date the claimant knew or should have known that a claim existed. Claims made after these dates will be denied as not timely.

Who administers the Plan?

The Administrator supervises the day-to-day administration of the Plan. The Administrator may interpret the terms and provisions of the Plan as necessary to its administration, and has the authority to make decisions regarding administration issues that are not directly covered by the terms of the Plan or applicable law, and to maintain a record of such policies and decisions for future reference. These policies and decisions shall be deemed a part of the Plan unless inconsistent with its terms. The governing body of the Plan is the Plan Administrator (the Benefits Committee), which appoints the Administrator, interprets the Plan, establishes the administrative structure of the Plan, and sees to its overall operation. Service of legal process may be made upon the Plan Administrator.

How is the Plan funded?

Your benefits under the Plan are funded entirely by contributions from the participating Employers. The amount of the annual contribution is determined by the Plan Administrator after consultation with an independent actuarial firm.

The contributions are held in trust by the Trustee. The assets in the Trust are invested by investment managers. The Benefits Committee and the Investment Subcommittee of the Stewardship Committee of the Board of Directors ("Investment Subcommittee") select and monitor the performance of the investment manager(s) that manage and invest the assets of the Plan. The books and records of the Plan are kept on a calendar year basis, which is the Plan Year.

DOES THE FEDERAL GOVERNMENT INSURE MY PLAN BENEFITS?

Because the Plan is exempt from the requirements of ERISA (the Employee Retirement Income Security Act of 1974) as a "Church Plan," benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation.

Plan Legal Information

WHAT HAPPENS TO MY RETIREMENT BENEFITS IN THE EVENT I GET DIVORCED AND PART OF THE SETTLEMENT INCLUDES A QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)?

If you are divorced, the court may enter a Qualified Domestic Relations Order (QDRO). QDROs specify that a part of your Plan benefit be paid to someone else (such as a spouse, former spouse, child, or other dependent). The Plan allows for immediate distribution to alternate payees who are assigned part of your benefit under a QDRO. You will be notified if the Plan Administrator receives a QDRO and what effect the QDRO has on your retirement benefits. You may obtain a copy of the Plan's procedures governing QDRO determinations from the Plan Administrator without charge. Model QDRO forms are also available from the Trinity Health Pension Plan Office by calling 800.793.4733.

CAN THE PLAN BE AMENDED OR TERMINATED?

Participation in the Plan is not a guarantee of continued employment with Trinity Health or a participating Employer, nor is it a guarantee that the retirement benefit levels will remain unchanged in future years. For example, benefit accruals under the Plan were frozen effective December 31, 2001. Trinity Health Corporation intends to continue the Plan indefinitely, but reserves the right to amend, modify, suspend or terminate the Plan, in whole or in part, at any time, without the consent of the Employers, participants, spouses, beneficiaries, contingent beneficiaries or any person or persons claiming through them. An amendment, modification, suspension or termination of the Plan may be made for any reason and may, in certain circumstances, result in the reduction or elimination of benefits or other features of the Plan to the extent allowed by law. If the Plan is wholly or partially terminated and you are a colleague of a participating Employer or one of their Related Employers at the time of the termination, you will become fully vested in the benefits you earned as of the date of Plan termination, and distributions will be made in accordance with the provisions of the Plan.

In addition to Trinity Health Corporation's ability to amend the Plan, the Benefits Committee, Administrator and Executive Leadership Team ("ELT") of Trinity Health Corporation have the right, at any time, without the consent of the Employers, participants, spouses, beneficiaries, contingent beneficiaries or any person or persons claiming through them, to modify or amend, any or all of the provisions of the Plan if the amendment does not (i) have a material adverse financial impact on the Plan or the Employers, (ii) materially expand the authority of the Benefits Committee, Administrator and ELT of Trinity Health Corporation, respectively, or decrease the authority of the Board of Directors of Trinity

Health Corporation, or (iii) materially change or increase the benefits provided under the Plan. Material amendments must be approved by the Board of Directors of Trinity Health Corporation.

The Plan may not be modified or amended simply by representations, oral or otherwise, that may be made to you concerning the Plan. Accordingly, you should not consider the Plan to have been amended based on assertions made by a supervisor or a Human Resources representative, for instance. If you received information that is contrary to the terms of the Plan or this SPD, please contact the Plan Administrator for clarification or confirmation.

WHAT IS THE PLAN YEAR?

The Plan Year is the 12-month period commencing on January 1 and ending on December 31.

IS THERE A MAXIMUM BENEFIT?

The Internal Revenue Code limits the retirement benefits payable and the Plan Compensation that may be considered under the Plan for highly compensated colleagues. If these maximums affect you, you'll be notified.

Important Plan Information

Plan Name: Retirement Plan for Employees of the University of Detroit Mercy (Frozen Plan)

Plan Number: 003

Employer Identification Number: 35-1443425

Plan Year: The same as calendar year, January 1 – December 31

Plan Administrator:

Trinity Health Benefits Committee 20555 Victor Parkway Livonia, Michigan 48152 800.793.4733 312.957.2528 (facsimile)

Administrator:

Trinity Health Corporation Attn: Vice President, Total Rewards 20555 Victor Parkway Livonia, Michigan 48152 800.793.4733 312.957.2528 (facsimile)

Trustee:

The Northern Trust Company 50 South LaSalle Street Chicago, IL 60603

Type of Plan: Defined Benefit

AGENT FOR SERVICE OF PROCESS

The law requires someone to be named as Agent for Service of Process. That is, someone to whom court papers may be given officially if a court dispute does arise. The person currently named as the Agent for Service of Process is CT Corp., which may be served with process at 30600 Telegraph Road, Bingham Farms, Michigan 48025. Process also may be served upon the Plan Administrator at the address given above.