

Pension Plan of Mercy Health System For Collectively Bargained Colleagues Summary Plan Description

This booklet is a Summary Plan Description (SPD) and summarizes the important information contained in the Pension Plan of Mercy Health System for Collectively Bargained Colleagues (Plan).

The information contained in this SPD is accurate as of January 1, 2018. The provisions of the Plan described in this SPD may be changed from time to time. In addition, effective December 31, 2016, the Plan was "frozen." This means that, after December 31, 2016, no further benefits accrue under the Plan and no new colleagues become participants in the Plan. However, an earlier "freeze" date may apply to you.

The most current version of the SPD will always be posted on the Retirement Program website at <u>http://mybenefits.trinity-health.org/pension-summary-plan-descriptions-2070</u>. If you are unable to access the website or print a copy of the SPD from the website, you may request one from Findley Davies, Inc., the Plan Recordkeeper, at 888.917.7107 or 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 Plan Recordkeeper at 888.917.7107 or your local HR Office representative. Although the Plan Recordkeeper or an HR Office representative will help you obtain information about the Plan, they cannot make a binding determination as to your rights or benefits under the Plan. Only the Plan Administrator of the Plan has that right.

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Background

Mercy Catholic Medical Center of Southeastern Pennsylvania initially established the Plan effective as of July 1, 1970. Mercy Health System later became the sponsor of the Plan. Mercy Health System was a member of Catholic Health East (CHE) prior to July 1, 2014. Following the consolidation of Trinity Health Corporation and CHE in May of 2013, Trinity Health Corporation became the sponsor of the Plan effective July 1, 2014.

The Plan has been amended on a number of occasions. For example, effective as of December 31, 2005, the Plan was amended to spinoff the accrued benefits of active non-bargaining participants and all inactive participants into a separate plan. As a result, after December 31, 2005, only colleagues of a participating Employer who were covered by a collective bargaining agreement that provided for their inclusion in the Plan were eligible to participate in the Plan. In addition, effective as of December 31, 2016, the Plan is "frozen" in its entirety and no participant will accrue any additional benefit under the Plan after that date and no colleague will become a participant in the Plan after that date.

The Plan is a tax-qualified defined benefit pension plan. The Plan 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 Plan may also be subject to other federal and state laws which may affect your rights.

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 benefit payable monthly for your lifetime (Life Only Option) beginning on your Normal Retirement Date, as of a particular date.

Administrator — Unless an individual Administrator is appointed by the Benefits Committee, the Human Resource Department or Treasury Department of Trinity Health Corporation, as applicable.

Average Plan Compensation — The average of your Plan Compensation received during the five consecutive complete Plan Years in which your Plan Compensation was the highest determined as of the earlier of the date you no longer are working for a participating Employer and December 31, 2016 (or such earlier date that you ceased to accrue a benefit under the Plan). For purposes of determining your Average Plan Compensation, no Plan Compensation was taken into account for a Plan Year if you were credited with less than 1,000 Hours of Service with the Employer in a position covered by a Labor Agreement during the Plan Year. In addition, if you were credited with at least 1,000 but less than 1,950 Hours of Service in such a position for a Plan Year, for purposes of determining your Average Plan Compensation, your Plan Compensation for a Plan Year was annualized to equal the amount you would have earned if you had been credited with 1,950 Hours of Service in that Plan Year based upon the ratio of 1,950 Hours of Service over your actual Hours of Service for the Plan Year. If you did not receive Plan Compensation for at least five consecutive complete Plan Years in which you were credited with at least 1,000 Hours of Service with the Employer in a position covered by Labor Agreement, your Average Plan Compensation is the average of your Plan Compensation during the consecutive complete Plan Years in which you were credited with at least 1,000 Hours of Service with the Employer in a position covered by Labor Agreement, annualized in the same manner as described in the prior sentence. No Plan Compensation after December 31, 2016, is taken into account in determining Average Plan Compensation.

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 <u>former</u> 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 in equal shares to the person in the first of the following classes of successive preference beneficiaries then surviving: (1) your children, (2) your parents, (3) your brothers and sisters, and (4) your estate. You may designate your Beneficiary and change your Beneficiary by using a Beneficiary designation form. You may obtain a Beneficiary designation form by contacting the Plan Recordkeeper at 888.917.7107.

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

Break in Service — A Plan Year in which you do not complete more than 500 Hours of Service. However, you did not have a Break in Service during the short Plan Year beginning on July 1, 1990 and ending on December 31, 1990, if you did not complete more than 500 Hours of Service during this Plan Year, if applicable.

Eligible Employee — An Employee employed by Mercy Fitzgerald Hospital or Mercy Suburban Hospital who is covered by the collective bargaining agreement between either (1) the Union and Mercy Fitzgerald Hospital ("Mercy Fitzgerald Labor Agreement"), if you were first hired into a Union position or transferred from a non-Union position into a Union position before January 1, 2014, or (2) the Union and Mercy Suburban Hospital ("Mercy Suburban Labor Agreement"), if you were first hired into a Union position or transferred from a non-Union position into a Union position before January 1, 2014, or (2) the Union position or transferred from a non-Union position into a Union position before January 1, 2015. The Mercy Fitzgerald Labor Agreement and Mercy Suburban Labor Agreement are collectively referred to as the "Labor Agreements" in this SPD.

The following Employees are not Eligible Employees:

- Colleagues employed by Mercy Fitzgerald Hospital who are covered by the Mercy Fitzgerald Labor Agreement and were hired on or after January 1, 2014;
- Colleagues employed by Mercy Fitzgerald Hospital who transferred to employment covered by the Mercy Fitzgerald Labor Agreement on or after January 1, 2014;
- Colleagues employed by Mercy Suburban Hospital who are covered by the Mercy Suburban Labor Agreement and were hired on or after January 1, 2015; and

• Colleagues employed by Mercy Suburban Hospital who transfer to employment covered by the Mercy Suburban Labor Agreement on or after January 1, 2015.

Effective January 1, 2015 through December 31, 2016, if you ceased to be an Eligible Employee because you transferred to a position with the Employer that was not covered by a Labor Agreement, you again became an Eligible Employee if (1) you transferred back to a position with the Employer that was covered by a Labor Agreement prior to the two year anniversary of the last day of the last payroll period for which you received Plan Compensation or Hours of Service for employment with the Employer covered by a Labor Agreement; (2) you otherwise satisfied the requirements to be an Eligible Employee; and (3) you were continuously employed by the Employer during such period. However, if you ceased to be an Eligible Employee because you transferred to a position with the Employer that was not covered by a Labor Agreement, you did not become an Eligible Employee again if the transfer back to a position with the Employer that was covered by a Labor Agreement occurred on or after the two year anniversary of the last day of the last payroll period for which you received Plan Compensation or Hours of Service for employment with the Employer covered by a Labor Agreement. In addition, if you ceased to be an Eligible Employee because you ceased to be employed by the Employer, you did not accrue any additional benefit under the Plan, even if you became re-employed by the Employer in a position that was covered by a Labor Agreement prior to the two year anniversary of the last day of the last payroll period for which you received Plan Compensation or Hours of Service for employment with the Employer covered by a Labor Agreement.

Employee — An individual employed by a participating Employer as a common law employee. Physicians and surgeons employed by the Employer under agreements providing for compensation based wholly on a share of gross charges to patients are not Employees for purposes of the Plan. In addition, leased employees of an Employer and individuals employed by the Employer solely on an "as-needed" basis after June 30, 1981 are not Employees for purposes of the Plan.

Employer — Trinity Health Corporation is the sponsoring employer. The participating Employers in this Plan include Mercy Health System, Keystone Mercy Health Plan, Mercy Home Health Services (formerly Liberty Health System) and the following of Mercy Home Health Services' subsidiaries: Mercy Health Care, Mercy Home Care Equipment, Mercy Home Health and Mercy Family Support. Except where context clearly indicates otherwise, references in the SPD to the "Employer" mean the participating Employers or your participating Employer.

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 as an Employee. 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 as an Employee, 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. You also do not earn Hours of Service sa an Employee of the Employer. Different rules applied in determining your Hours of Service prior to January 1, 2015. Please refer to the applicable Plan documents or contact the Plan Recordkeeper for additional information regarding these rules.

Normal Retirement Age — The later of the date you attain age 65 or the fifth anniversary of the date you became a participant in the Plan.

Normal Retirement Benefit — The amount of your Plan 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.

Plan Compensation — Generally your W-2 wages paid for your services to the Employer as an Eligible Employee before deduction of any 403(b) or 401(k) elective contributions, 457(b) elective contributions, if any, and any contributions you make to your Employer's cafeteria/flexible benefit plan. Plan Compensation also includes short term disability benefits paid by an Employer through payroll. However, Plan Compensation does not include reimbursements or other expense allowances, fringe benefits (cash and noncash), severance pay benefits, moving expenses, contributions to or distributions from deferred compensation plans, including but not limited to SERP, restoration or similar executive supplemental plan benefits, welfare benefits, long term incentive pay, or similar benefits, subsidies or stipends. The Plan Compensation used for determining benefits under the Plan is limited by the federal government. The limit was \$265,000 for 2016 (the last year any participant was eligible for an accrual under the Plan). Different limits applied in prior Plan Years. Also, the calculation of your Plan Compensation prior to January 1, 2015 was different. Please refer to the applicable Plan documents or

contact the Plan Recordkeeper for additional information regarding the calculation of Plan Compensation prior to January 1, 2015. In addition, no Plan Compensation after December 31, 2016, is taken into account in determining your Plan benefit.

Plan — Pension Plan of Mercy Health System for Collectively Bargained Colleagues.

Plan Year — Same as the calendar year, January 1 – December 31. Prior to January 1, 1991, the Plan Year was July 1 – June 30 and there was a short Plan Year during the six month period July 1, 1990 – December 31, 1990.

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.

Social Security Covered Compensation — Social Security Covered Compensation as of the earlier of the date you no longer are working for a participating Employer and December 31, 2016 (or such earlier date that you ceased to accrue a benefit under the Plan), is the average of the maximum annual wages taxable under the Social Security Act then in effect for each calendar year during the 35-years period ending with the year you attain, or would attain, the Social Security retirement age, as defined in Code Section 415(b)(8), based on the assumption that the taxable wage base in effect as of the beginning of the Plan Year for a given determination date will remain in effect for all subsequent years.

Trinity Health — As used in this SPD, Trinity Health refers not only to Trinity Health Corporation, but also to the participating Employers, as well as to all entities that are Related Employers of Trinity Health Corporation, whether or not they are participating Employers.

Union — The Pennsylvania Association of Staff Nurses & Allied Professional Union.

Vesting Service — Determines your eligibility to receive your Plan benefit upon your termination from employment with Trinity Health (i.e., your termination from employment with Trinity Health, all participating Employers and all of the Employers' and Trinity Health Corporation's Related Employers, whether or not they are participating Employers). You are credited with one year of Vesting Service for completing at least 1,000 Hours of Service in a Plan Year on or after July 1, 1970, but excluding those Plan Years completed before you attain age 18. In general you will not be credited with <u>any</u> Vesting

Service for any Plan Year in which you complete less than 1,000 Hours of Service. In addition, you did not receive a year of Vesting Service for the Plan Year July 1, 1990 through December 31, 1990, if applicable. However, if you completed at least 1,000 Hours of Service in both the 12 months beginning January 1, 1991 and the 12 months beginning July 1, 1990, you were credited with two Years of Vesting Service.

Service at some participating Employers prior to a specific date may or may not be counted for Vesting Service. Also, special rules may apply in determining the Vesting Service of participants who are colleagues of participating Employers that were acquired by Trinity Health. For example, service with Trinity Health Corporation and its Related Employers prior to May 1, 2013 applies in determining your Vesting Service only if you are employed by an Employer or any of an Employer's Related Employers on or after May 1, 2013. To see if you may have excluded or included service, please contact the Plan Recordkeeper at 888.917.7107 or the Trinity Health Pension Plan Office at 800.793.4733.

Years of Credited Service — Years of Credited Service are used to determine your Accrued Benefit under the Plan. In general, you received a Year of Credited Service for each Plan Year in which you were credited with at least 1,950 Hours of Service in employment covered by a Labor Agreement, whether before or after you became a participant in the Plan, until the earlier of the date you were no longer working for a participating Employer and December 31, 2016 (or such earlier date that you ceased to accrue a benefit under the Plan). You received a partial Year of Credited Service for each Plan Year in which you were credited with at least 1,000 Hours of Service (500 Hours of Service for the Plan Year July 1 through December 31, 1990) but fewer than 1,950 Hours of Service in employment covered by a Labor Agreement until the earlier of the date you were no longer working for a participating Employer and December 31, 2016 (or such earlier date that you ceased to accrue a benefit under the Plan). The amount of the partial Year of Credited Service was determined by a fraction, the numerator of which was the actual number of Hours of Service you completed in employment covered by a Labor Agreement for the Plan Year and the denominator of which is 1,950. Except as noted above for the short Plan Year July 1, 1990 through December 31, 1990, you did not receive a Year of Credited Service for a Plan Year in which you were credited with less than 1,000 Hours of Service in employment covered by a Labor Agreement. In addition, time spent on an Employer-approved unpaid leave of absence was not taken into account in determining your Years of Credited Service. In no event did you receive more than one Year of Credited Service for any Plan Year. Special rules apply in computing Years of Credited Service prior to July 1, 1975. If this applies to you, please contact the Plan Recordkeeper at 888.917.7107 or the Trinity Health Pension Plan Office at 800.793.4733. No participant receives any Years of Credited Service after December 31, 2016.

Years of Credited Service Example

John began working for the Employer in a position covered by a Labor Agreement on January 2, 2005. For each Plan Year beginning with the Plan Year that includes his hire date through December 31, 2014, he is credited with 1,950 Hour of Service except for 2008. In that Plan Year he was credited with 1,463 Hours of Service. The amount of Credited Service for that Plan Year is determined by dividing 1,463 by 1,950. As a result, John had 75% of a Year of Credited Service for 2008 and the number of his Years of Credited Service at the end of 2014 was 9.75.

In addition to the above, if you became totally and permanently disabled while employed by a participating Employer and had at least 5 years of Vesting Service at that time, you earned Years of Credited Service during the period that you were receiving long term disability benefits under a plan or insurance policy funded by the participating Employer, up to the earliest of: (i) your Normal Retirement Date, (ii) the date payment of your Accrued Benefit began, or (iii) December 31, 2016 (or such earlier date that you ceased to accrue a benefit under the Plan). The Years of Credited Service during your period of total and permanent disability were earned assuming that you earned Hours of Service during this period at the same rate that you earned Hours of Service during your last full Plan Year of employment with the participating Employer before you became totally and permanently disabled. Thus, if you worked at least 1,950 Hours of Service in the full Plan Year before the Plan Year in which you became totally and permanently disabled you received a full Year of Credited Service for each Plan Year in which you received long term disability benefits under a plan or insurance policy funded by the Employer up to the earlier of the date you were no longer working for a participating Employer and December 31, 2016 (or such earlier date that you ceased to accrue a benefit under the Plan). If you worked between 1,000 and 1,950 Hours of Service in the Plan Year before Plan Year in which you became totally and permanently disabled, you received a partial Year of Credited Service for each Plan Year in which you received long term disability benefits under a plan or insurance policy funded by the Employer up to the earlier of the date you were no longer working for a participating Employer and December 31, 2016 (or such earlier date that you ceased to accrue a benefit under the Plan).

You will be considered totally and permanently disabled under the Plan if the Plan Administrator, in its discretion, determines that (A) you are totally unable, as a result of bodily injury or disease, to engage in or perform the duties of **any occupation** for pay, (B) the disability has lasted six calendar months and is likely to be permanent and continuous for the remainder of your life, and (C) your disability was not the result of military service or the commission of a crime. You will also be considered totally and permanently disabled under the Plan if you are entitled to receive disability benefits under the Social

Security program. You may be required to submit to an examination by a physician or physicians selected by the Plan Administrator and re-examination, periodically, in order to determine if you are totally and permanently disabled for purposes of the Plan.

If you are vested in your Plan benefit when you terminate employment with the Employer and its Related Employers, your prior Years of Credited Service are restored if you return to employment with the Employer, regardless of how many Breaks in Service you have had. If you are not vested in your Plan benefit when you terminate employment with the Employer and its Related Employers and incur at least five consecutive Breaks in Service, you will lose all prior Years of Credited Service.

Plan Benefit

WHO IS ELIGIBLE TO PARTICIPATE?

Effective January 1, 2014, if you were an Eligible Employee of a participating Employer, you became a participant in the Plan on the January 1st or July 1st next following the date you had both (1) attained age 21 and (2) completed at least 1,000 Hours of Service in a 12-consecutive month period (measured from the date of your employment with the Employer or the first day of any Plan Year beginning after your date of employment). If your date of hire with your Employer was before the date your Employer joined the Plan, you became a participant in the Plan in accordance with the rules set forth at the time your Employer joined the Plan as described in the Plan document. In addition, different eligibility rules applied prior to January 1, 2014. For more information regarding these rules, contact the Plan Administrator or Plan Recordkeeper.

If you terminated from employment with the Employer after becoming a participant in the Plan and were later re-employed by the Employer: (a) on or after January 1, 2014, into a Union position covered by the Mercy Fitzgerald Labor Agreement or (b) on or after January, 2015, into a Union position covered by the Mercy Suburban Labor Agreement, you will not accrue any additional benefits under the Plan. Prior to these dates, if you were a participant and were re-employed by the Employer as an Eligible Employee, you became an active participant in the Plan upon completing an hour of service with the Employer in a Union position unless you were not vested at the time you terminated employment and rehired after incurring at least 5 consecutive Breaks in Service in which case you will be treated as a new employee upon being rehired. If you terminated employment prior to the dates listed above before becoming a participant in the Plan and were re-hired by the Employer into a Union position or transferred to a Union position with the Employer, you had to become an Eligible Employee in order to become a participant in the Plan. Effective January 1, 2015, if you transferred to a non-Union position with the Employer and did not return to a Union position before the second anniversary of the last day of the last payroll period for which you received Plan Compensation or Hours of Service for employment with the Employer covered by a Labor Agreement, you were not eligible to accrue any additional benefits under the Plan (even if you later transfer back to a Union position).

If you terminated employment with the Employer before becoming a participant in the Plan, you were unable to become a participant in the Plan if you are re-hired by (or transfer to) (i) Mercy Fitzgerald Hospital on or after January 1, 2014, or (ii) Mercy Suburban Hospital on or after January 1, 2015.

No one will become a participant in the Plan after December 31, 2016.

HOW DO I ENROLL IN THE PLAN?

There is no enrollment procedure. If you were an Eligible Employee of a participating Employer you were automatically covered by the Plan on the applicable entry date after you satisfied the eligibility requirements. No Eligible Employee will become a participant in the Plan after December 31, 2016.

HOW IS MY PLAN BENEFIT CALCULATED?

Your Plan benefit is a monthly benefit payable to you for your lifetime. In general your annual Plan benefit, payable beginning on your Normal Retirement Date in the form of a single life annuity (Life Only Option) is the greater of:

- A Minimum Benefit equal to \$180 multiplied by your Years of Credited Service up to 20 years; or
- (2) The benefit calculated under the applicable formula set forth below. In no event will your Plan benefit increase or decrease after 2016 but it could be forfeited if you terminate from employment with Trinity Health before you are vested.

If you were first employed by a participating Employer after July 1, 1981 (or your participating Employer became a participating Employer after July 1, 1981), the formula used to calculate your annual Plan benefit is as follows:

.75% of your Average Plan Compensation up to and including the amount of your Social Security			
Covered Compensation			
Plus			
1.25% of your Average Plan Compensation above the amount of your Social Security Covered			
Compensation			
Multiplied by			
Your Years of Credited Service up to a maximum of 30 years			

If you were first employed by a participating Employer on or before July 1, 1981, your Plan benefit is computed using the formula set forth above or the following formula, whichever results in the larger benefit:

1% of your Average Plan Compensation			
Multiplied by			
Your Years of Credited Service up to a maximum of 20 years			

If your Plan Compensation exceeded the limit set by the federal government for a Plan Year (e.g., \$265,000 for 2015), your annual Plan benefit payable beginning on your Normal Retirement Date in the form of a single life annuity is the greater of the Minimum Benefit set forth in (1), above, or the benefit calculated using the following formula:

- (a) The sum of your Accrued Benefit under the Plan as of December 31, 1993, adjusted as provided below, plus your benefit calculated in accordance with the applicable formula set forth above based on your Years of Credited Service (up to the maximum specified) after 1993; or
- (b) Your benefit calculated in accordance with the applicable formula set forth above based on all of your Years of Credited Service (up to the maximum specified) and the compensation limit(s) in effect for years after 1993

The amount in (a), above, is multiplied by a fraction (not less than 1), the numerator of which is your Average Plan Compensation at the determination date and the denominator of which is your Average Plan Compensation as of December 31, 1993. For this purpose, Average Plan Compensation is as of December 31, 1993, except that the dollar limit(s) set by the federal government effective after 1993 shall apply to the numerator. In addition, for a short Plan Year, the dollar limitation is multiplied by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is 12.

If you became a participant in the Plan as a result of the merger into the Plan of the Haverford Community Hospital Pension Plan, the adoption of the Plan by Mercy Home Health Services (formerly Liberty Health System) and its subsidiaries, the adoption of the Plan by Keystone Mercy Health Plan, or the merger into the Plan of the Suburban General Hospital Pension Plan, special provisions may apply with respect to the determination of your benefit under the Plan. For more information about these special provisions, contact the Plan Recordkeeper or the Trinity Health Pension Office.

No participant accrues a benefit under the Plan after December 31, 2016.

Plan Benefit Calculation Example:

The following is an example of how a participant's accrued normal retirement benefit through September 31, 2015, expressed as a single life annuity payable monthly starting on the participant's Normal Retirement Date would be calculated.

- Let's assume Paul was born on September 17, 1950, was hired by the Employer into a Union position on July 12, 1983, started participating in the Plan on January 1, 1985, and retires on October 1, 2015 (his Normal Retirement Date).
- Let's also assume that Paul's Average Plan Compensation is \$75,000 and he was credited with a full Year of Credited Service every plan year except for the following: (i) for the short plan year from July 1, 1990 to December 31, 1990 he was credited with 975 hours or 0.5 of a year of credited service, and in 2015 he was credited with 1,743 Hours of Service from January 1, 2015 through September 31, 2015 (0.89 of a Year of Credited Service).

Because Paul was hired after July 1, 1981, his Normal Retirement Benefit is calculated as follows:

Formula	Calculation	Annual Amount
0.75% of his Average Plan Compensation	.75% x \$75,000	\$562.50
(\$75,000) up to and including the Social		
Security Covered Compensation		
Plus		
1.25% multiplied by his Average Plan	$1.25\% \ge 0$	\$0
Compensation (\$75,000) above the Social		
Security Covered Compensation		
Multiplied By		
Years of Credited Service (32.39) up to a		30
maximum of 30 years.		
TOTAL ANNUAL BENEFIT		\$16,875.00
TOTAL MONTHLY BENEFIT	\$16,875 / 12	\$1,406.25

If you have a Plan benefit and an accrued benefit under the Catholic Health East Employee Pension Plan that was accrued under this Plan on or prior to December 31, 2005, and that was merged into the Catholic Health East Employee Pension Plan from the Plan (except the cash balance accounts determined under the Mercy Health System of Southeastern Pennsylvania Pension Account Plan prior to its merger into the Pension Plan of Mercy Health System) (CHE Mercy Plan Benefit):

(a) If you are employed by Mercy Health System of Southeastern Pennsylvania or any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Plan and not covered by Labor Agreement as of the earlier of your last date of employment with Mercy Health System of Southeastern Pennsylvania, any subsidiary of Mercy Health System of Southeastern Pennsylvania, any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Mercy Health Plan and all of their Related Employers or January 1, 2015, your accrued benefit under this Plan will be added to your CHE Mercy Plan Benefit (Prior Plan Benefit) under the Catholic Health East Employee Pension Plan and paid under the Catholic Health East Employee Pension Plan

instead of this Plan. In this case, your Plan benefit is transferred to and assumed by the Catholic Health East Employee Pension Plan and you will not be entitled to receive any benefit under this Plan.

(b) If you are employed by Mercy Health System of Southeastern Pennsylvania or any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Plan and covered by a Labor Agreement as of the earlier of your last date of employment with Mercy Health System of Southeastern Pennsylvania, any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Mercy Health Plan and all of their Related Employers or January 1, 2015, your CHE Mercy Plan Benefit (Prior Plan Benefit) under the Catholic Health East Employee Pension Plan will be added to your accrued benefit under the Plan and paid under this Plan instead of the Catholic Health East Employee Pension Plan. In this case, your CHE Mercy Plan Benefit (Prior Plan Benefit) under the Catholic Health East Employee Pension Plan is transferred to and assumed by this Plan and added to your Plan Benefit and you will not be entitled to receive any CHE Mercy Plan Benefit (Prior Plan Benefit and you will not be entitled to receive any CHE Mercy Plan Benefit (Prior Plan Benefit and you will not be entitled to receive any CHE Mercy Plan Benefit (Prior Pla

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 the Plan benefit once you earn five Years of Vesting Service or attain Normal Retirement Age while still actively working at Trinity Health, whichever occurs first.

In addition to the above, if your employment with a participating Employer terminates on or after January 1, 2015, due to a divestiture, sale or similar transaction that occurs on or after January 1, 2015, and you are actively employed by the participating Employer at the time of such transaction or until some other agreed-upon date in connection with the transaction, you will become vested in your entire Plan benefit as of the date of the termination of your employment. You will also become vested in your entire Plan benefit if your employment with your participating Employer and all of its Related Employers is involuntarily terminated on or after January 1, 2015, and you receive severance payments in connection with your termination.

If you are not fully vested and your consecutive Breaks in Service equal or exceed five, any unvested portion of your Plan benefit will be forfeited at the end of the applicable period. For example, if you are zero percent vested when you terminate employment with the Employer and you return to employment with the Employer, you may be entitled to the restoration of your forfeited benefits attributable to your earlier service. If your benefit under the Plan is not vested at the time of your break-in-service and your consecutive Breaks in Service before you return to employment with the Employer are less than five, you will be credited with your past years of Vesting Service and your benefit will be restored. If you meet this requirement, your prior years of Vesting Service and unvested benefit will be restored once you have been reemployed for 12 months. If your benefit under the Plan is not vested at the time of your break-inservice and your consecutive one-year Breaks in Service before returning to employment with the employer equal or exceed five, you will not be entitled to have your forfeited benefits restored. If you were vested in your benefit when you terminated employment, your prior Years of Vesting Service and Plan benefit are restored when you return to employment with the Employer, regardless of when you return.

Please call the Plan Recordkeeper at 888.917.7107 or the Trinity Health Pension Plan Office at 800.793.4733 if you have any questions regarding vesting or whether any special vesting rules apply to you.

WHEN WILL I BEGIN RECEIVING A BENEFIT?

Normal Retirement Benefit

If your employment with Trinity Health (which includes the participating Employers and Trinity Health's other Related Employers) has terminated, 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 Accrued Benefit (determined using the formula described previously). If you continue working for Trinity Health beyond the April 1st following the calendar year that you attain age 70½, there will be an actuarial adjustment applied to the Plan 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 Plan benefit over your lifetime. If you are not eligible to begin receiving payment of your Plan benefit because you are still employed with Trinity Health (which includes the participating Employers and Trinity Health's other Related Employers) or you are eligible to begin receiving payment of your Plan benefit on your Normal Retirement Date because you are not still employed with Trinity Health (which includes the participating Employers) but you do not elect to do so before your Normal Retirement Date in accordance with the procedures set forth in this SPD, benefit payments will not be retroactive to your Normal Retirement Date and <u>no actuarial adjustment</u> will be made to your Plan benefit between your Normal Retirement Date and <u>no</u>

late retirement date except as described above if payment of your Plan benefit starts after the April 1^{st} following the calendar year that you attain age $70^{1/2}$.

Late Retirement Benefit

You may continue working with Trinity Health past Normal Retirement Age. If you continued working past your Normal Retirement Date, you continued to earn Years of Credit Service provided you had not earned the maximum Years of Credited Service permitted under the Plan (20 or 30, as applicable) to the earlier of the date you no longer were working for a participating Employer and December 31, 2016 (or such earlier date that you ceased to accrue a benefit under the Plan).

Benefit payments can begin the first day of the month after the later of the date your employment with Trinity Health has terminated or the date you apply for benefits. However, benefit payments will not be retroactive to your Normal Retirement Date and no actuarial adjustment will be made to your Plan benefit between your Normal Retirement Date and late retirement date except as described above if payment of your Plan benefit starts after the April 1st following the calendar year that you attain age 70¹/₂.

Your late retirement benefit is determined in the same manner as your Normal Retirement Benefit, but is based upon your Plan benefit at the time payments begin. Keep in mind that the Plan was completely frozen effective December 31, 2016, and your Plan benefit may have been frozen before that date.

Early Retirement Benefit

You are eligible to elect a monthly early retirement benefit as early as age 60 if you have completed at least five years of Vesting Service and have terminated employment with Trinity Health (including all of the participating Employers and the 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.

Your early retirement benefit is determined as of the time benefit payments begin in the same manner as your Normal Retirement Benefit, but is based on your Plan benefit at the time of your termination of employment (or when your Plan benefit was frozen, if earlier). If you elect to begin receiving payment of your benefit before your Normal Retirement Date, your Plan benefit, if any, is permanently reduced by .5% for each month that the date you start receiving your benefit is before your Normal Retirement Date. Therefore, if you retire at age 60, your Plan benefit would be reduced by 30% (5 years/60 months prior to age 65 x .5% = 30%).

Early Retirement Benefit Example:

Terry elects an early retirement benefit starting at age 61 — four years (or 48 months) prior to his Normal Retirement Date. Assume that his Plan benefit payable in the form of a single life annuity on his Normal Retirement Date is \$100 per month. His early retirement reduction would be 48 x .5% or 24%. Therefore he will receive 76% (1 – 24%) of his benefit at age 61. To estimate his early retirement benefit, take his \$100 Plan benefit and multiply it by 76%, or .76 (\$100 x .76 = \$76). Therefore, Terry's estimated monthly early retirement benefit is \$76 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 Trinity Health, there may be restrictions on the payment of your benefit. Please refer to the "What Conditions Can Affect My Plan Benefit?" section.

Deferred Vested Benefit

If you are vested in your Plan benefit and terminate employment with Trinity Health before you become eligible for early retirement, you may elect to commence receipt of your Plan benefit beginning as of the first day of any calendar month on or after your 60th birthday, but no later than the April 1 following the year in which you reach age 70½. In such case, your monthly pension benefit will be determined in the same manner as your early, normal or late pension benefit described above, as applicable, but then reduced by a fraction, the numerator of which is 30 (or your actual Years of Credited Service, if more than 30 years) and the denominator of which is the number of Years of Credited Service you would have completed if you would have remained a participant until your Normal Retirement Date. However, the fraction will not exceed one (1).

If you are not vested in your Plan benefit when you terminate employment with Trinity Health, you will not be entitled to any benefits under the Plan, unless you return to employment with Trinity Health within a specific timeframe. See the "When am I Vested?" section of this SPD for additional information.

HOW DO I APPLY FOR BENEFITS?

It is up to you to contact the Plan Recordkeeper to apply for your benefit. The Plan Recordkeeper will then mail you the appropriate election forms and a benefit calculation at your address on file with the Plan Recordkeeper. Please note that, if your employment with Trinity Health, all participating Employers, and their Related Employers has terminated, payment of your Plan benefit will start on the April 1 of the year following the year in which you turn age 70½ (or the year you terminate if later) if you have not applied for your benefit before this date. In this case, your benefit will be paid in the form of a single life annuity (Life Only Option) if, according to the Plan Recordkeeper's records, you are not married or in the form of

a joint and 50% survivor annuity with your spouse listed in the Plan Recordkeeper's records if, according to the Plan Recordkeeper's records, you are married.

Please note that there is generally no advantage to waiting until after your Normal Retirement Date to begin receiving your Plan benefit if you are eligible receive it on such date (i.e., if your employment with Trinity Health, which includes the participating Employers and Trinity Health's other Related Employers, has terminated as of such date). The monthly Plan benefit amount does not increase if you start receiving payment of your benefit after you reach your Normal Retirement Date (unless payment starts after the April 1 following the year in which you turn age 70½), and you will not receive back payments if payment of your benefit begins after your Normal Retirement Date.

If you, your spouse, or your Beneficiary think you are eligible for a Plan benefit, it is up to you, your spouse, or your Beneficiary to contact the Plan Recordkeeper at 888.917.7107 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 Plan Recordkeeper at:

Retirement Focus Findley Davies 425 N Martingale Rd., Suite 700 Schaumburg, IL 60173

-OR-

(2) Upload scans of the election forms and any supporting documentation to the Plan Recordkeeper's website at RetiremetnFocus.com once you are logged into your account using the "My Upload" feature.

You must submit the completed election forms to the Plan Recordkeeper as soon as possible after you receive the forms, but no more than 180 days and no less than 30 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 Plan Recordkeeper along with the election forms. 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 at least 30 days before the

date you want payments to begin 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 Trinity Health terminates or you reach age 70¹/₂, 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. However, if the present value of your vested Plan benefit is \$5,000 or less, it is payable only in the form of a single lump. If the present value of your vested Plan is more than \$5,000 it will be paid in one of the monthly payment forms 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. If the present value of your vested Plan benefit is \$5,000 or less, it is payable only in the form of a single lump sum payment and spousal consent for the lump sum payment is not needed.

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.

Five 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 5 years (or 60 months) of monthly benefits have been paid, payments will be continued to your designated Beneficiary until the remainder of the 60 monthly payments have been made. If your designated Beneficiary dies before you have received 60 monthly payments, you may designate a new Beneficiary to receive the remaining payments due after your death, if any.

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%, 75% 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 75% survivor annuity if your Beneficiary is not your spouse and is more than 19 years younger than you. You may not be eligible to elect a 100% survivor annuity if your Beneficiary is not your spouse and is more than 19 years younger than you. You may not be eligible to elect a 100% survivor annuity if your 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.

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 Trinity Health terminates or the year in which you reach age $70\frac{1}{2}$.

If you are married and the lump sum amount of your entire Plan benefit exceeds \$5,000 (including any portion of your Plan benefit that has already been distributed to you), your spouse must consent in writing to your election unless you elect to receive your entire Plan benefit in the form of a Joint and Survivor

Option with your spouse as the Beneficiary. Your spouse's consent must be notarized or witnessed by a representative of the Plan Recordkeeper. 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 Benefit If I Transfer?

If you transfer from one participating Employer to another and you remain an Eligible Employee, you keep your Years of Credited Service, Vesting Service, and Plan Compensation earned before the transfer and continue earning Years of Credited Service (before December 31, 2016, or such earlier date that accruals for participants who were Eligible Employees of your Employer were frozen), Vesting Service, and Plan Compensation (before December 31, 2016, or such earlier date that accruals for participants who were Eligible Employees of your Employer were frozen), Vesting Service, were Eligible Employees of your Employer were frozen) 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 Years of Credited Service and your Plan Compensation will no longer be taken into account for purposes of determining your Plan benefit. 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 earned Years of Credited Service (before December 31, 2016, or such earlier date that accruals for participants who were Eligible Employees of your Employer were frozen) and you earn Vesting Service for the period while you were on military duty based on your work week immediately preceding the absence. Your Plan Compensation will be based on the Plan Compensation that you would have received if you were not on military duty (before December 31, 2016, or such earlier date that accruals for participants who were Eligible Employees of your Employer were frozen). If this amount is not reasonably certain, your Plan Compensation is based on the average rate of Plan Compensation you received from your participating Employer during the twelve month period immediately before your military duty began (or, if you were employed by your participating Employer for less than twelve months immediately before your military duty began, the average rate of your compensation for Plan purposes that you received from your participating that period of employment, before December 31, 2016, or such earlier date that accruals for participants who were employed for participating Employer for less than twelve months immediately before your military duty began, the average rate of your compensation for Plan purposes that you received from your participating Employer during that period of employment, before December 31, 2016, or such earlier date that accruals for participants who were Eligible Employees of your Employer were frozen).

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

Except as otherwise provided in this SPD unless your employment with Trinity Health, the participating Employers and all of their Related Employers terminates on or after you reach Normal Retirement Age, you will not be entitled to a Plan benefit unless you have five years of Vesting Service.

If you do not have a vested Plan benefit and you incur at least 5 consecutive Breaks in Service, except as otherwise provided in this SPD, any unvested portion of your Plan benefit 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 Trinity Health. If you wish to continue, or return to employment, with a participating Employer or Trinity Health, there are different rules that apply to you depending on your age. The rules set forth below apply on and after January 1, 2015.

Under Normal Retirement Age

If you are <u>under Normal Retirement Age</u>, there must be a bona fide termination of your employment with Trinity Health for you to begin receiving monthly payments of your Plan 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 Trinity Health and all other participating 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 Trinity Health or a participating Employer before you reach Normal Retirement Age 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 Normal Retirement Age.

If you are reemployed by Trinity Health or a participating Employer before you reach Normal Retirement Age 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</u> coinciding with or following the date you are reemployed until you terminate your employment with <u>Trinity Health and the participating Employers and their Related Employers</u>.

No Suspension of Monthly Payments

If the monthly payment of your benefit is not suspended under the conditions set forth above, your monthly benefit payments will not be recalculated.

Suspension of Monthly Payments

If the payment of your monthly benefit is suspended under the conditions set forth above, at the time your employment with Trinity Health terminates (i.e., you must terminate from employment with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers), your benefit will be recalculated to take into account any additional Plan benefit you may have earned before January 1, 2017. Your recalculated Plan benefit is offset by the value of the accumulated monthly benefit payments you have received. This may result in no increase to your Plan benefit.

If the payment of your monthly benefit was suspended during your period of reemployment, you will be able to elect a new form of monthly benefit payment only when you are eligible to start your benefit again and if you have earned an additional benefit. If you are entitled to elect a new form of monthly benefit payment but you do not elect a new form of monthly benefit payment for any reason, your prior election, including your designated Beneficiary or contingent annuitant, shall continue. Please contact the Plan Recordkeeper for additional information.

Over Normal Retirement Age

If your employment with Trinity Health, the participating Employers and their Related Employers has terminated, you are eligible to commence receipt of your Plan benefit on or after your Normal Retirement Date. Generally, there is no advantage to waiting until after Normal Retirement Date to begin receiving your Plan benefit if you are eligible to do so.

If you are reemployed by Trinity Health or a participating Employer after your Normal Retirement Age and you are receiving monthly benefit payments, your monthly benefit payments will continue as is. You cannot elect a new form of benefit payment or designate a new Beneficiary or contingent annuitant when you terminate employment. If you continue to work for a participating Employer or you are reemployed by a participating Employer, your monthly benefit payments will not be recalculated. Please contact the Plan Recordkeeper for additional information.

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

If you die before payment of your Plan benefit begins, your spouse will receive a pre-retirement death benefit if you:

- were an active participant with a vested Plan benefit,
- had attained Normal Retirement Age while still earning Vesting Service in the Plan, or
- were a former participant entitled to a deferred vested benefit.

If you die before payment of your Plan benefit begins and you are not married on the date of your death, no death benefit is payable under the Plan to any Beneficiary. However, if you die after having elected a form of benefit payment (including filing your election with the Plan Recordkeeper) 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.

The pre-retirement death benefit payable to your surviving spouse equals the 50% survivor's benefit under the Joint and 50% Survivor Option which would have been payable to him or her, based on the Plan benefit you earned as of the date of your death, if you had commenced receiving benefits on the day payment of your spouse's benefit commences. Your vested Plan benefit is adjusted for early commencement and for the 50% survivor form. The death benefit is payable monthly to your spouse beginning as early as the first day of the month in which you would have attained 60, or if later, the month in which you die, or as of the first day of any subsequent month, as elected by your spouse, but no later than the December 31st of the Plan Year in which you would have attained age 70½. However, if the present value of the pre-retirement death benefit is not more than \$5,000, your spouse will receive the pre-retirement death benefit in the form of a single lump sum payment. The distribution will not be made before the April 1 of the year following the year you would have reached age 70½ (or the year of your death if you were age 70½ on the date of your death) without your spouse's consent and your spouse may elect to receive the lump sum payment as soon as practicable after your death.

If your spouse dies before commencement of payments, no death benefit is payable under the Plan.

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 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 a determination of total and permanent disability (referred to as "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 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.

Statute of Limitations

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, two years from the date the claimant knew or should have known that a claim existed.

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 selected by the Trinity Health Corporation Treasury Department. The Benefits Committee and the Investment Subcommittee of the Stewardship Committee of the Board of Directors ("<u>Investment</u> <u>Subcommittee</u>") monitor the selection, performance and evaluation of the investment manager(s) appointed by the Trinity Health Corporation Treasury Department to 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 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. 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 Trinity Health colleague 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: Pension Plan of Mercy Health System for Collectively Bargained Colleagues

Plan Number: 015

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: Senior Vice President, Total Rewards 20555 Victor Parkway Livonia, Michigan 48152 800.793.4733 312.957.2528 (facsimile)

Plan Recordkeeper:

Retirement Focus Findley Davies 425 N Martingale Rd., Suite 700 Schaumburg, IL 60173 888.917.7107

Plan 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.