

**PENSION PLAN FOR EMPLOYEES OF SAINT MARY'S HOSPITAL CORPORATION  
SUMMARY PLAN DESCRIPTION**

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## INTRODUCTION

This booklet is a Summary Plan Description (SPD) and summarizes the important information contained in the Pension Plan for Employees of Saint Mary's Hospital Corporation (Plan).

Effective January 1, 1958, Saint Mary's Hospital Corporation established the Plan (formerly known as the St. Mary's Hospital Corporation Pension Plan) to provide retirement benefits for its eligible employees. The Plan has been amended from time to time. For example, effective April 1, 2004, the Plan was "frozen." This means that, after April 1, 2004, no further benefits accrue under the Plan and no new colleagues become participants in the Plan. The Plan was most recently amended effective as of July 1, 2017, to reflect Trinity Health Corporation (Trinity Health), the Trinity Health Benefits Committee as the Plan Administrator and to make certain other changes. The information contained in this SPD is accurate as of January 1, 2019. The provisions of the Plan described in this SPD may be changed from time to time.

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 Saint Mary's Hospital Corporation Human Resources by:

- Phone at 203.709.6224, or
- Regular mail sent to 56 Franklin Street, Waterbury, CT 06706.

This SPD is not intended to describe every possible situation that could occur, but it does address most situations. It is not meant to interpret, extend or change the Plan in any way. 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 Plan documents relevant to you. To do so, contact Saint Mary's Hospital Corporation Human Resources at 203.709.6224 or your local HR Office representative. Although a Human Resources or local 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.

## FREQUENTLY ASKED QUESTIONS

Q-(1) In general, how does the Plan work?

A-(1) The Plan provides pension benefits to eligible retired colleagues of Saint Mary's Hospital Corporation (Hospital). The amount of those benefits is determined using a formula contained in the Plan. In general, the benefit a participant receives under the plan depends on the number of years the participant worked for the Hospital, the number of Hours of Service credited for each year, and how much the participant was paid.

The Plan is not a contract of employment. Participation in the Plan does not give Plan participants any employment rights or other rights, except those specifically set forth in the Plan.

Q-(2) When do I become a Participant in the Plan?

A-(2) Prior to January 1, 1997, to be eligible to participate in the Plan, you had to satisfy the following "Eligibility Requirements":

- you must be at least twenty-one (21) years old;
- you must be employed by an Employer for at least six (6) consecutive months; and
- you must be working at the rate of at least one thousand (1,000) Hours of Service per year.

Prior to January 1, 1997, you became a Participant in the Plan on the first day of the calendar month which immediately followed the date on which you satisfied the Eligibility Requirements.

The following employees are not eligible to participate:

- employees hired by the Hospital or any related employer on or after January 1, 1997;
- leased employees;
- employees who are employed as house staff or students;
- part-time employees who are regularly scheduled to work fewer than twenty (20) hours per week;
- per diem employees (other than special assignment team nurses employed by the Hospital);
- temporary employees;
- individuals treated as employees under Code Section 414(o); and
- union employees (unless and until their eligibility to participate in the Plan has been agreed upon by the Hospital and the collective bargaining representative).

Participation in the Plan was "frozen" as of January 1, 1997. This means that no additional employees will become Participants in the Plan after January 1, 1997.

A "related employer" is 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.

Q-(3) How are Plan benefits funded?

A-(3) Your benefits under the Plan are funded entirely by contributions from the Hospital. 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. Plan benefits are paid from the trust.

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 (“Investment Subcommittee”) 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 fiscal year basis, which is the Plan Year.

Q-(4) When am I eligible to retire under the Plan?

A-(4) You are eligible to retire under the Plan when you reach your Normal or Early Retirement Date. Your "Normal Retirement Date" is the first day of the calendar month following your sixty-fifth (65th) birthday.

Your "Early Retirement Date" is the later of:

- your fifty-fifth (55th) birthday; and
- the date you complete ten (10) years of Credited Service in the Plan.

Q-(5) How is the amount of my retirement benefit determined?

A-(5) The following will help you understand how the Plan calculates benefits. You also should be aware that the law limits the maximum benefit which the Plan may pay. You will be notified in the unlikely event that these limits affect you.

**Effective April 1, 2004, your accrued benefit under the Plan was frozen. No further Credited Service can be earned after April 1, 2004.**

#### **Normal Retirement Benefit**

The current benefit formula contained in the Plan became effective January 1, 2000. Under that formula, your Normal Retirement Benefit payable on your Normal Retirement Date in the form of a single life annuity is equal to:

Your annual accrued benefit under the Plan determined as of December 31, 1999;

Plus

One percent (1%) of your "Average Pay" times your Years of Credited Service after December 31, 1999 and prior to April 1, 2004.

Your "Average Pay" for this purpose is your average annual Compensation (as defined in the Plan) from the Hospital for the ten (10) consecutive calendar year period which produces the highest average. In some cases, Code Section 401(a)(17) limits your Average Pay. You will be notified if that limit affects the amount of your Plan benefit.

The Plan counts Years of Credited Service based on twelve (12) month "benefit periods". Your first benefit period is the Plan Year which includes the date you became a Participant. Each subsequent Plan Year is a benefit period. If you were employed by the Hospital on or after January 1, 1976, in general, you receive credit for a Year of Credited Service for each benefit period during which you complete eighteen hundred (1,800) Hours of Service (as defined in Q&A-(7), below). See Q&A-(6), below, for additional information regarding the calculation of your Credited Service. Also, different rules applied in determining Credited Service before January 1, 1976. For purposes of computing your benefit, you

cannot earn more than thirty-five (35) Years of Credited Service. Please contact Saint Mary's Hospital Corporation Human Resources for additional information regarding the computation of your Plan benefit.

For example, if your annual accrued benefit as of December 31, 1999 was \$3,600, your "Average Pay" is eighteen thousand dollars (\$18,000) and you earn four (4) Years of Credited Service after December 31, 1999, then, under the Plan's frozen benefit formula, your annual benefit would be equal to (1) \$3,600 plus (2) \$720 (one percent (1%) times \$18,000, times four (4) years of Credited Service), or \$4,320. This amount would generally be payable at \$360 per month (\$4,320/12) at your Normal Retirement Date. It is important to remember, however, that the vesting rules described below apply to the payment of benefits.

### **Late Retirement Benefit**

You may continue working past Normal Retirement Age. Benefit payments can begin the first day of the month after the later of the date you apply for benefits and the date your employment with the Hospital and all of its related employers terminates. Your late retirement benefit is determined in the same manner as your Normal Retirement Benefit, but is based upon your accrued benefit at that time. Keep in mind that your Plan benefit was frozen April 1, 2004.

### **Early Retirement Benefit**

If your employment with the Hospital and its related employers terminates on or after your Early Retirement Date, you may elect to commence receipt of an Early Retirement Benefit on the first day of any month on or after your Early Retirement Date (and after the Plan receives your completed election form). Your Early Retirement Benefit will be calculated in the same way your Normal Retirement Benefit (as set forth above in this Q&A-(5)) but will be based on your annual accrued benefit as of December 31, 1999, your number of Years of Credited Service after December 31, 1999 and before your termination date (or April 1, 2004, if earlier) and Average Pay as of your termination date (or April 1, 2004, if earlier) and will be permanently reduced by .55% for each of the first 60 calendar months and by .275% for each of the next 60 calendar months by which payment of your Early Retirement Benefit begins before your Normal Retirement Date.

### **Deferred Vested Benefit**

If your employment with the Hospital and its related employers terminates before your Normal Retirement Date or Early Retirement Date and you are vested in your Plan benefit (see Q&A-(9)), you will be eligible to receive a "deferred vested" benefit. If you elect to commence receipt of your deferred vested benefit before your Normal Retirement Date, the amount of your deferred vested benefit will be calculated in the same way as set forth above in this Q&A-(5), and will be based on your annual accrued benefit as of December 31, 1999, your number of Years of Credited Service after December 31, 1999 and before your termination date (or April 1, 2004, if earlier) and Average Pay as of your termination date (or April 1, 2004, if earlier) and will be permanently reduced by .55% for each of the first 60 calendar months, .275% for each of the next 60 calendar months and actuarially (based on the applicable Plan actuarial factors) by which payment of your deferred vested benefit begins before your Normal Retirement Date.

## **Important Information Regarding Benefit Payments**

Please note that you must terminate from employment with the Hospital and its related employers in order to commence receipt of your Plan benefit. Further, Plan benefit will not begin before the first day of the month after you file an election to receive your Plan benefit in accordance with the procedures established by the Plan Administrator or its delegate (except that payment of your Plan benefit must begin by the April 1 of the calendar year following the later of the calendar year in which your employment with the Hospital and its related employers terminates or you turn age 70½). In addition, except as provided below, the amount of your Plan benefit will not increase as a result of the delay in the commencement of your benefit payment beyond your Normal Retirement Date and you will not receive retroactive payments to your Normal Retirement Date. In other words, there is generally no monetary incentive to delay starting your Plan benefit beyond your Normal Retirement Date as the Plan benefit amount will not increase as a result of the delay and you will not receive retroactive payments to your Normal Retirement Date. However, if you continue working for the Hospital and its related employers after your Normal Retirement Date 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 Plan benefit you earned as of the end of the year you turn age 70½ (but not back to your Normal Retirement Date), to reflect the shorter duration during which you will receive your Plan benefit over your lifetime.

**Notwithstanding the above, you must begin receiving your Plan benefit by April 1 of the year after the calendar year in which your employment with the Hospital and its related 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.**

Q-(6) What is a Year of Service?

A-(6) The following rules apply in determining your Years of Service under the Plan. For purposes of determining:

- when you become vested; and
- your Years of Credited Service;

For purposes of vesting, you will be credited with a Year of Service for each Plan Year during which you are credited with at least one thousand (1,000) Hours of Service.

For purposes of calculating your benefits, you will be credited with Credited Service based on your Hours of Service in each Plan Year during which you are a Participant in the Plan as follows:

Hours of Service	Credited Service for Benefit
1000-1,199	.6
1,200-1,399	.7
1,400-1,599	.8
1,600-1,799	.9
1,800 or more	1.0

## **Explanation of One-Year Break in Service**

A One-Year Break in Service may adversely affect your eligibility for benefits under the Plan. For example, if you are not vested in your Plan benefit and you incur more than five (5) consecutive Breaks-in-Service, your Years of Service for purposes of vesting are disregarded and your Plan benefit will be forfeited.

A "One-Year Break in Service" is a Plan Year during which you do not complete more than five hundred (500) Hours of Service with the Hospital for reasons other than an authorized leave of absence.

An authorized leave of absence may be occasioned by illness, military service, maternity leave or any other reason established by the Hospital in a non-discriminatory manner. An authorized leave of absence will not result in a One- Year Break in Service.

If you have experienced a One-Year Break in Service, please contact the Plan Administrator to determine the impact on your Plan benefit.

Q-(7) What is an Hour of Service?

A-(7) You will be credited with an Hour of Service for each hour for which you are paid or entitled to be paid by the Hospital during the calendar Year. Each hour for which you are entitled to vacation or holiday pay, paid sick leave or paid leave of absence during the Plan Year counts as an Hour of Service.

Q-(8) What is a Plan Year?

A-(8) The plan year is the accounting period used to maintain Plan records. It is the twelve (12) consecutive month period beginning each October 1 and ending each subsequent September 30.

Q-(9) When do I have a vested right to a benefit under the Plan?

A-(9) You will be fully vested in your Plan benefit if your employment with the Hospital and its related employers terminates:

- after you have completed three (3) Years of Service for purposes of vesting with the Hospital and its related employers;
- because of your death;
- as a result of total and permanent disability; or
- on or after you have reached your Early or Normal Retirement Date;

The Administrator has the right to determine if you are totally and permanently disabled based on medical evidence and other facts known to the Administrator. In general, you will be totally and permanently disabled for purposes of the Plan only if the administrator determines that you have a medically determinable physical or mental impairment which can be expected to result in death or be of a long-continued and indefinite duration and which precludes you from engaging in any substantial gainful activity. Total and permanent disability does not include any injury or disease which:

- you contracted, suffered or incurred while engaged in, or resulted from your having engaged in a criminal enterprise;
- was intentionally self-inflicted; or
- resulted from chronic or excessive use of intoxicants, drugs or narcotics.

If your employment with the Hospital and its related employers terminates for any reason other than as set forth above before you complete at least three (3) Years of Service for purposes of vesting, the vested portion, if any, of your accrued benefit will be determined according to the following schedule:

Years of Service	Vested Percentage
Less than 1	0%
1 but less than 2	33-1/3%
2 but less than 3	66-2/3%
3 or more	100%

Q-(10) What if I die before payment of my Plan benefit begins?

A-(10) Generally, if you die before payment of your benefit starts, your spouse or other beneficiary named by you (with spousal consent, if you are married) will be entitled to death benefits. If you are married, a monthly benefit will be paid to your spouse in the form of a survivor annuity unless:

- You have elected, on a written form filed with Saint Mary's Hospital Corporation Human Resources, not to provide a benefit to your spouse; and
- Your spouse has agreed, on a written consent form filed with Saint Mary's Hospital Corporation Human Resources, to waive his or her right to that benefit.

The amount of a spousal annuity is determined under special rules contained in the Plan. If your spouse (if any) consents, and subject to certain limits set forth in the Plan, any death benefit to which you are entitled may be paid to a beneficiary who is not your spouse.

If you are not married, a benefit, determined under special rules contained in the Plan, will be paid to a beneficiary named by you.

Your beneficiary is 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 or you relatives by blood, adoption or marriage (in equal shares), as determined by the Administrator. You may designate your beneficiary and change your beneficiary by using a beneficiary designation form. You may obtain a beneficiary designation form by contacting Saint Mary's Hospital Corporation Human Resources at 203.709.6224.

Q-(11) What if I die after payment of my Plan benefit begins?

A-(11) If you have already started to receive payment of your Plan benefit when you die, the availability of a death benefit for your spouse, Beneficiary, or survivor will be determined by the optional form of benefit payment you selected. For example, if you elected the annuity payable for your life option, benefits cease at your death and no death benefits are payable.

A-(12) Can I contribute to the Plan?

A-(12) No, Participant contributions are not permitted.



Q-(13) How will my benefit be paid?

A-(13) Your Plan benefit will not be distributed prior to your election except that you must begin receiving your Plan benefit by the April 1 of the year after the later of the year in which your employment with the Hospital and its related employers terminates or the year in which you reach age 70½.

When you are otherwise eligible to receive a vested benefit, you may elect to receive payment of that benefit in any of the following forms:

- an annuity payable for your life;
- an annuity payable for your life with payments guaranteed for a minimum period of ten (10) years;
- an annuity payable for your life with a fifty percent (50%) or one hundred percent (100%) survivor annuity payable to your spouse or any other beneficiary after your death; or
- an annuity payable for your life with a seventy-five percent survivor annuity payable to your spouse.

You may not be eligible to elect a 100% survivor annuity if your beneficiary is not your spouse and is more than ten (10) years younger than you. Your payment options will be explained further when you are eligible to receive benefits. Once payments begin, unless you elect an annuity payable for your life with payments guaranteed for a minimum period of ten (10) years, no other beneficiary can be designated, even if your named beneficiary predeceases you or your marriage is terminated.

Q-(14) How do I know the amount of my benefit at any given time?

A-(14) You received your final benefit statement in April of 2004. If you have any questions in regards to your benefit amount, please contact Saint Mary's Hospital Corporation Human Resources at 203.709.6224.

Q-(15) How do I request payment of Plan benefits?

A-(15) 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 Saint Mary's Hospital Corporation Human Resources at 203.709.6224 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 and it will not be actuarially increased if payment begins after your Normal Retirement Date (except that if 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 Plan benefit you earned as of the end of the year you turn age 70½, but not back to your Normal Retirement Date).

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 Saint Mary's Hospital Corporation Human Resources at:

Saint Mary's Hospital  
Attn: Human Resources  
56 Franklin Street  
Waterbury, CT 06706

-OR-

- (2) Fax the signed and dated election forms and any supporting documentation to Saint Mary's Hospital Corporation Human Resources at 203.709.7753.

You must submit the completed election forms to Saint Mary's Hospital Corporation Human Resources at least 30 days before the date that you want payments to begin, but no more than 180 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 Saint Mary's Hospital Corporation Human Resources along with the election forms. If Saint Mary's Hospital Corporation Human Resources does not receive your completed election forms and additional required information at least 30 days before you want payment of your Plan benefit to begin, your entire benefit will have to be recalculated with a new benefit commencement date. You will need to make a new written request to Saint Mary's Hospital Corporation Human Resources (at the address above) to receive your Plan benefit. Your benefit payment amount will then be recalculated and Saint Mary's Hospital Corporation Human Resources 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 at least 30 days before the date you want payment of your benefit to begin 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 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 the Hospital and all of its related 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.

Q-(16) How will I find out what the Administrator has decided?

A-(16) 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 ninety (90) days (one hundred eighty (180) days in certain circumstances) after the claim is filed. If a claim is wholly or partially denied, the decision may be appealed in accordance with Q&A-(17), below.

Q-(17) What if I am not satisfied with the determination of my benefit?

A-(17) 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 decisions as to whether you are totally and permanently disabled (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 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, two years from the date the claimant knew or should have known that a claim existed.

Q-(18)- Who administers the Plan?

A-(18) 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.

Q-(19) May I borrow money from the Plan?

A-(19) Loans from the Plan are not available.

Q-(20) Can I use my anticipated Plan benefit as collateral for a loan from a bank or savings and loan?

A-(20) Your interest in your accrued benefit may not be sold, used as collateral for a loan, given away or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your accrued benefit. Your benefit may be subject to division or re-allocation in connection with a qualified domestic relations order ("QDRO") issued as a result of a divorce or similar proceeding. The Hospital or Plan Administrator will provide you (or, in the event of your death, your beneficiary), without charge, a copy of the Plan's QDRO Procedures upon request.

Q-(21) Can the Plan be changed or terminated?

A-(21) 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.

Q-(22) Does the Federal Government Insure My Plan Benefits?

Q-(22) No. 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.

### **Important Plan Information**

Plan Name: Pension Plan for Employees of Saint Mary's Hospital Corporation

Plan Number: 022

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)

Plan Trustee:

Webster Trust Company, N.A.

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

