

Catholic Health East Employee Pension Plan

Summary Plan Description Supplement Effective January 1, 2017

Holy Cross Hospital, Inc. Plan Participants

1. Employer

For purposes of this supplement, the “Employer” is Holy Cross Hospital, Inc. and any of its Related Employers that adopted the Retirement Plan for Employees of Holy Cross Hospital (“Holy Cross Plan”) or any predecessor plan to the Holy Cross Plan or plan that merged into the Holy Cross Plan.

2. Freeze Date

The Freeze Date for the Employer is February 28, 2010.

3. Plan Benefit

You are not eligible for a Plan Benefit as a result of employment as a Covered Employee of the Employer.

4. Prior Plan Benefit

If you were a participant in the Holy Cross Plan on January 1, 2009, the date the Holy Cross Plan merged into the Plan, you have a Prior Plan Benefit under the Plan unless it has been forfeited or already paid to you in accordance with the terms of the Plan.

Your monthly Prior Plan Benefit as of a particular date is equal to your monthly Normal Retirement Benefit earned as of that date, payable at your Normal Retirement Date or, if applicable, Late Retirement Date in the form of a single life annuity (Life Only Option) using your Final Average Annual Compensation, Credited Service, and Credited Future Service as of the earliest of the date of determination, the date of your termination of employment with the Employer or February 28, 2010.

However, if you were a Covered Employee of the Employer on March 1, 2010, you are a “Freeze Participant.” If you are a Freeze Participant and, as of March 1, 2010, you had reached age 55 and completed at least 25 Years of Benefit Service, and you were employed with Holy Cross Hospital, Inc. you are a “Holy Cross Grandfathered Freeze Participant.” If you are a Holy Cross Grandfathered Freeze Participant, for each Plan Year beginning on and after January 1, 2010 through the date payment of your Prior Plan Benefit begins (provided you remain a Covered Employee of Holy Cross Hospital, Inc., during each such year), your Compensation from Holy Cross Hospital, Inc. is taken into account in determining your Final Average Annual Compensation.

If you are a Freeze Participant but not a Holy Cross Grandfathered Freeze Participant, for each of the 2010, 2011, 2012, 2013 and 2014 Plan Years during which you were a Covered Employee of Holy Cross Hospital, Inc., your Compensation from the Employer while you were a Covered Employee was taken into account in determining your Final Average Annual Compensation. However, only your Compensation earned while you were a Covered Employee of Holy Cross

Hospital, Inc. was taken into account in determining your Final Average Annual Compensation. Unless you are a Holy Cross Grandfathered Freeze Participant, no Compensation you earned on or after December 31, 2014 is taken into account in determining your Prior Plan Benefit.

Your “Final Average Annual Compensation” is your average Basic Compensation (Compensation for Plan Years beginning on and after January 1, 2015) from the Employer during the five complete consecutive calendar years out of the ten most recent calendar years which produces the highest result. If you are employed by the Employer for a less than five complete consecutive calendar years, your Final Average Annual Compensation is based on your number of complete calendar years of employment with the Employer. A complete calendar year is one in which you are employed (including periods of leave of absence) by the Employer as a Covered Employee who is not an Excluded Employee for the entire year. Your Basic Compensation (Compensation for Plan Years beginning on and after January 1, 2015) for any calendar year which is not complete, or in which you do not earn any Credited Service (except on and after March 1, 2010 if you are a Freeze Participant or Holy Cross Grandfathered Freeze Participant), is not taken into account in determining your Final Average Annual Compensation. Calendar years in which you do not earn any Credited Service (except on and after March 1, 2010 if you are a Freeze Participant or Holy Cross Grandfathered Freeze Participant), or which are not considered complete, shall be disregarded for purposes of determining whether or not calendar years are consecutive, but are considered in determining the applicable “ten most recent calendar year” period. If you have zero years of Basic Compensation (Compensation for Plan Years beginning on and after January 1, 2015) to count for purposes of Final Average Annual Compensation, then your most recent year of Basic Compensation (Compensation for Plan Years beginning on and after January 1, 2015) prior to the year in which your employment with the Employer terminates in which you earned at least 1,000 Hours of Service counts for purposes of determining your Final Average Annual Compensation. “Basic Compensation” or “Compensation” for any Plan Year shall be determined based on the provisions of the Plan applicable to the Employer or the Holy Cross Plan (or any predecessor plan thereto or plan that merged into the Holy Cross Plan, as applicable) in effect for the applicable Plan Year. Different rules applied in determining Final Average Annual Compensation before January 1, 1994. If this applies to you, please contact the Trinity Health Pension Plan Office at 800.793.4733 for information regarding the amount of your Final Average Annual Compensation.

An “Excluded Employee” is an Employee whose employment category is designated as:

- “Administrative/Executive” prior to January 1, 2002 or “Employed Physician” if the Employee is participating in an alternate deferred compensation arrangement;
- “Per Diem” or “Temporary” as these terms are defined by the Employer’s payroll practices; or
- “Clergy” if the Employee is participating in an alternate plan.

Any person who is a leased employee as defined in Section 414(n) of the Internal Revenue Code is also an Excluded Employee. In addition, prior to January 1, 1993, any person who was a participant in the Employer’s Alternate Pay Plan was considered an Excluded Employee.

Your “Credited Service,” “Credited Future Service,” “Basic Compensation” and “Compensation,” for a Plan Year are determined based on the provisions of the Plan or Holy Cross Plan (or any predecessor plan to the Holy Cross Plan or plan that merged into the Holy Cross Plan), as applicable, in effect for the applicable Plan Year.

The "Normal Retirement Age" for your Prior Plan Benefit described in this supplement is the later of the date on which you turn age 65 or the fifth anniversary of the date of your employment with the Employer. However, if you became a participant in the Holy Cross Plan prior to March 12, 1987, your Normal Retirement Age for your Prior Plan Benefit described in this supplement is age 65.

In general, your monthly "Normal Retirement Benefit," payable commencing on your Normal Retirement Date in the form of a Life Only Option is equal to $1/12^{\text{th}}$ of the amount determined as follows (for determinations on or after January 1, 1994):

- (a) If, as of a date of determination on or after August 1, 2003, you are a participant who is an Employee of the Employer (other than an Excluded Employee), the amount equal to $1.15\% \times$ your Final Average Annual Compensation \times your Credited Service.
- (b) If, as of a date of determination on or after January 1, 2003 and prior to August 1, 2003, you are a participant who is an Employee of the Employer (other than an Excluded Employee), the amount equal to $1.1\% \times$ your Final Average Annual Compensation \times your Credited Service.
- (c) If, as of a date of determination on or after January 1, 2002 and prior to January 1, 2003, you are a participant who is an Employee of the Employer (other than an Excluded Employee), the amount equal to $1.1\% \times$ your Final Average Annual Compensation \times your Credited Service, subject to a maximum of 30 years of Credited Service.
- (d) If, as of a date of determination between January 1, 2001 and March 24, 2001, you are a participant who is not part of a collective bargaining unit and you are an Employee of the Employer (other than an Excluded Employee), or if, as of a date of determination between March 25, 2001 and December 31, 2001, you are a participant who is an Employee of the Employer (other than an Excluded Employee), the amount equal to $1.0\% \times$ your Final Average Annual Compensation \times your Credited Service, subject to a maximum of 30 years of Credited Service.
- (e) If, as of a date of determination between January 1, 2000 and December 31, 2000, you are a participant who is not part of a collective bargaining unit and you are an Employee of the Employer (other than an Excluded Employee), the amount equal to $.90\% \times$ your Final Average Annual Compensation \times your Credited Service, subject to a maximum of 30 years of Credited Service.
- (f) If you were a participant who was an Employee of the Employer (other than an Excluded Employee) between January 1, 1994 and December 31, 1999, or if you are or were a participant who was an Employee of the Employer who is or was part of a collective bargaining unit as of a date of determination prior to March 25, 2001, the amount equal to the sum of:
 - (i) $.84\% \times$ your Final Average Annual Compensation \times your Credited Future Service earned on and after January 1, 1994, subject to a maximum of 30 years of Credited Future Service; plus
 - (ii) $.7\% \times$ your Final Average Annual Compensation \times your Credited Future Service earned prior to January 1, 1994, subject to a maximum of 30 years minus years of Credited Future Service earned on and after January 1, 1994 under (i), above;

plus

- (iii) .5% x your Final Average Annual Compensation x your Credited Past Service, subject to a maximum of 30 years of Credited Past Service minus total years of Credited Future Service under Sections (i) and (ii), above.
- (iv) If you terminated from employment with the Employer and all of the Employer's Related Employers or changed to the status of an Excluded Employee prior to January 1, 1994 (and did not subsequently become an active participant on or after January 1, 1994), (i), above, is not applicable.
- (g) If you are an Employee of the Employer (other than an Excluded Employee) and a member of a bargaining unit on a date of determination between January 1, 2000 and March 24, 2001 and have at least one Hour of Service in non-bargaining unit status on or after January 1, 2000 and before the Freeze Date, then your Normal Retirement Benefit is determined under (d) or (e), above, whichever is applicable.
- (h) The "date of determination" referenced above will be the earlier of the date you separate from employment with the Employer or commence payment of your Prior Plan Benefit.

In no event will your monthly Normal Retirement Benefit be less than greatest of the following:

- (i) $1/12^{\text{th}}$ of \$900.00 x a fraction, the numerator of which is your Credited Service and the denominator of which is 10 (the value of this fraction can never be greater than 1.0).
- (j) Your Normal Retirement Benefit determined at any time on or after January 1, 1989 shall not be less than the greater of:
 - (i) Your Normal Retirement Benefit as of December 31, 1988, as determined in accordance with the provisions of the Holy Cross Plan or Plan in effect on such date; or
 - (ii) The sum of (I) your Normal Retirement Benefit determined as of December 31, 1988, and frozen in accordance with IRS Regulations, plus (II) your Normal Retirement Benefit determined as of the given date in accordance with the then applicable provisions of the Holy Cross Plan, but taking into account only your Credited Service after January 1, 1989.
- (k) Your Normal Retirement Benefit determined at any time on or after January 1, 1994 shall not be less than the greater of:
 - (i) your Normal Retirement Benefit determined as of December 31, 1993; or
 - (ii) the sum of (I) your Normal Retirement Benefit determined as of December 31, 1993, and frozen in accordance with Treasury Regulation Section 1.401(a)(4)-13, plus (II) your Normal Retirement Benefit determined as of the given date in accordance with the then applicable provisions of the Holy Cross Plan, but taking into account only your Credited Service after January 1, 1994.

5. Early Retirement Benefit

The amount of your Prior Plan Benefit payable as an early retirement benefit is your Prior Plan Benefit as of your early retirement date, permanently reduced by 1/180th for each of the first 60 complete calendar months and by 1/360th for each of the next 60 complete calendar months by which your early retirement date is before your Normal Retirement Date. You may not elect to begin to receive payment of your vested Prior Plan Benefit in the form of monthly payments beginning before you attain age 55.

6. Vesting

The following vesting schedule applies to the Prior Plan Benefit described in this supplement instead of the vesting schedule in the SPD:

- (a) If your employment with the Employer and all of the Employer’s Related Employers terminated before January 1, 1994 or you became an Excluded Employee before January 1, 1994 (and did not subsequently become an active participant in the Holy Cross Plan or Plan on or after January 1, 1994), your Prior Plan Benefit described in this supplement becomes vested as follows:

<u>Accumulated Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 10 years	0%
10 years or more	100%

- (b) If your employment with the Employer and all of the Employer’s Related Employers terminates on or after January 1, 1994 or you become an Excluded Employee on or after January 1, 1994, your Prior Plan Benefit described in this supplement becomes vested in accordance with the following schedule:

<u>Accumulated Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 3 years	0%
3 but less than 4 years	20%
4 but less than 5 years	40%
5 but less than 6 years	60%
6 but less than 7 years	80%
7 years or more	100%

7. What Happens To My Benefit If I Die Before I Retire?

In addition to the provisions in the SPD regarding what happens to your benefit if you die before payment begins, if you die before payment of your Prior Plan Benefit begins and you are not married on the date of your death, no preretirement death benefit of your Prior Plan Benefit is payable.