



***Pension Plan for Employees of Uihlein Mercy Center, Inc.  
Summary Plan Description  
Effective as of January 1, 2017***

This booklet is a Summary Plan Description (SPD) and summarizes the important information contained in the Pension Plan for Employees of Uihlein Mercy Center, Inc. (Plan).

The information contained in this SPD is accurate as of January 1, 2017. The provisions of the Plan described in this SPD may be changed from time to time. In addition, effective December 31, 2006, the Plan was “frozen.” This means that, after December 31, 2006, no further benefits accrue under the Plan and no new colleagues become participants in the Plan.

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

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

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

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

At any time, you may review or obtain a copy of the Plan documents relevant to you. To do so, contact the Trinity Health Pension Plan Office at 800.793.4733. Although a representative from the Trinity Health Pension Plan Office 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.

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## **Background**

The Plan was established effective as of September 1, 1973. Prior to July 1, 2014, Catholic Health East (CHE) was the sponsor of the Plan. 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 from time to time to comply with applicable law and to make certain design and other changes. Effective December 31, 2006, the facilities associated with Uihlein Mercy Center, Inc. were sold and the employment of the colleagues of those facilities was either terminated or transferred to the unrelated purchaser. In connection with this sale, the Plan was frozen effective as of December 31, 2006. This means that no additional benefits will accrue under the Plan after December 31, 2006, and no person will become eligible to participate in the Plan after December 31, 2006.

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.”

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

**Average Annual Compensation** — The average of your Compensation received during the ten consecutive calendar years in which your Compensation was the highest determined as of the earlier of the date you no longer are working for a participating Employer and December 31, 2006 (or such earlier date that you ceased to accrue a benefit under the Plan).

**Beneficiary** — The person who may receive your Plan benefit after your death. Your surviving spouse is your Beneficiary if you are married. For Plan purposes, your “spouse” is your legally married spouse determined under the applicable law of the state or foreign jurisdiction where you and your spouse were married. If you are married, you may select a Beneficiary other than your spouse, but only with the consent of your spouse. If you are married and designate your spouse as your Beneficiary, and your marriage is later terminated, your former spouse will remain your Beneficiary unless and until you change your Beneficiary or, if you remarry, your new spouse will become your Beneficiary (except as otherwise provided in a Qualified Domestic Relations Order). If you are not married, you must select a person or persons to be your Beneficiary. If you are not married, you elect to receive payment of your Plan benefit in the form of a Ten Years Certain And Life Option and you have not designated a Beneficiary (or none of your designated Beneficiaries survive you), death benefits, if any, will be paid to your estate. If you are not married and you do not elect to receive payment of your Plan benefit before you die, no death benefit is payable under the Plan to any Beneficiary. You may designate your Beneficiary and change your Beneficiary by using a Beneficiary Designation Form RP-20. You may obtain a Beneficiary Designation Form RP-20 for the Plan from the Retirement Program website at <http://mybenefits.trinity-health.org/documents/benyform.pdf> or from the Trinity Health Pension Plan Office at 800.793.4733.

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

**Compensation** — Compensation generally means your W-2 wages paid for your services as an Employee before deduction of your 403(b) or 401(k) elective contributions, 457(b) elective contributions, if any, and any contributions you make to the Employer's cafeteria/flexible benefit plan. Compensation used for determining benefits under the Plan is limited by the federal government. The limit was \$220,000 for 2006 (the last year any Employee could accrue a benefit under the Plan).

**Covered Compensation** — The average (without indexing) of the Social Security Wage Base in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which you attain (or will attain) your Social Security Retirement Age. The Social Security Wage Base is an amount established by the Internal Revenue Service (IRS) on which Social Security taxes are paid. In determining your Covered Compensation for a Plan Year, the Social Security Wage Base for all calendar years beginning after the first day of the Plan Year was assumed to be the same as the Social Security Wage Base in effect as of the beginning of the Plan Year for which the determination was being made. In addition, your Covered Compensation for a Plan Year before the 35-year period ending with the last day of the calendar year in which you reached Social Security Retirement Age was the Social Security Wage Base in effect as of the beginning of the Plan Year and your Covered Compensation for a Plan year after the 35-year period was your Covered Compensation for the Plan Year during which you reached Social Security Retirement Age.

**Employee** — A person employed by the Employer. A leased employee is not considered an Employee for purposes of eligibility to participate in the Plan.

**Employer** — Trinity Health Corporation is the sponsoring employer but is not a participating Employer in this Plan. The Employer in this Plan is Uihlein Mercy Center, Inc.

**Excess Average Annual Compensation** — The portion of your Average Annual Compensation which is in excess of your Integration Level. This amount is adjusted in accordance with Internal Revenue Service regulations and factors set forth in the Plan if payment of your Accrued Benefit commences before or after any day within the month in which you attain age 65.

**Hours of Service** — Each hour you work and are paid, or entitled to be paid, by the Employer or a Related Employer for the performance of duties. Hours of Service also include other hours you are paid, or entitled to be paid, by your Employer or a Related Employer, on account of a period of time during

which no duties are performed, such as vacations, holidays, illness, incapacity (including short term disability but not long term disability), layoff, jury duty, military duty, on-call status, paid time off (“PTO”), or other approved paid leaves of absence. However, you are not credited with more than 501 Hours of Service in any 12-month period under the prior sentence. 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 with respect to severance pay or salary continuation paid after the last day that you perform services for the Employer.

**Integration Level** — For each Plan Year prior to January 1, 2007, an amount equal to your Covered Compensation for that Plan Year. However, no increase in your Integration level will result in a reduction in your Accrued Benefit.

**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** — Pension Plan for Employees of Uihlein Mercy Center, Inc.

**Plan Year** — Same as the calendar year, January 1 – December 31. Prior to January 1, 1991, the Plan Year was September 1 – August 31 and there was a short Plan Year from September 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.

**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.

**Years of Benefit Service** — Used to determine your benefit under the Plan. You will not be credited with any Years of Benefit Service after the earlier of the date you no longer are working for a participating Employer and December 31, 2006 (or such earlier date that you ceased to accrue a benefit under the Plan). Prior to the earlier of these dates and on and after January 1, 1991, you were credited with one Year of Benefit Service for each Plan Year during which you completed at least 1,000 Hours of Service with the Employer. During the short Plan Year from September 1, 1990 – December 31, 1990, you were credited with one Year of Benefit Service if you completed at least one Hour of Service during this period. Prior to September 1, 1990, you were credited with a Year of Benefit Service for each 12 month period beginning on your date of hire with the Employer or any anniversary thereof in which you completed at least 1,000 Hours of Service. You did not receive any Years of Benefit Service for any period during which: (a) you declined participation in this Plan or a predecessor plan, (b) you were not an Employee, (c) you were employed by a Related Employer of the Employer that was not a participating Employer under the Plan, or (d) you were not entitled to receive Compensation.

**Years of 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 Corporation, the Employer and all of Trinity Health Corporation's and the Employer's Related Employers, whether or not they are participating Employers). Effective January 1, 1991, you earn one Year of Vesting Service for completing at least 1,000 Hours of Service in a Plan Year. During the short Plan Year from September 1, 1990 – December 31, 1990, you were credited with one Year of Vesting Service if you completed at least one Hour of Service during this period. Prior to September 1, 1990, you were credited with a Year of Vesting Service for each 12 month period beginning on your date of hire with the Employer or any anniversary thereof in which you completed at least 1,000 Hours of Service. Except for the short Plan Year September 1, 1990 – December 31, 1990, you will not earn any Years of Vesting Service for any Plan Year in which you complete less than 1,000 Hours of Service. Service at some Related Employers such as Trinity Health or Catholic Health East prior to a specific date may or may not be counted for purposes of determining your Years of Vesting Service. To see if you may have excluded or included service, please contact the Trinity Health Pension Plan Office at 800.793.4733.



## Plan Benefit

### WHO IS ELIGIBLE TO PARTICIPATE?

Participation in the Plan is “frozen” as of December 31, 2006. This means that no additional Employees will become participants in the Plan. Prior to this date, if you were an Employee, you became a participant in the Plan on the January 1 on or after the later of the date you attained age 21 or your date of hire with the Employer.

### HOW DO I ENROLL IN THE PLAN?

There was no enrollment procedure. **If you were an Employee of the Employer you were automatically covered by the Plan on the January 1 on or after the later of the date you attained age 21 or your date of hire with the Employer.** No Employee will become a participant in the Plan after December 31, 2006.

### HOW IS MY PLAN BENEFIT CALCULATED?

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

- (1) A Minimum Benefit of \$100 per month (\$1,200 per year). However, your monthly Minimum Benefit as of a date other than your Normal Retirement Date is equal to \$100 multiplied by a fraction, the numerator of which is your Years of Benefit Service as of the date of determination and the denominator of which is the number of Years of Benefit Service you would have completed if you had continued to accrue a benefit until your Normal Retirement Date; or
- (2) 1/12<sup>th</sup> of the following:

1.0% of your Average Annual Compensation multiplied by your Years of Benefit Service up to a maximum of 30 years

**Plus**

.52% of your Excess Average Annual Compensation multiplied by your Years of Benefit Service up to a maximum of 30 years

**No participant accrues a benefit under the Plan after December 31, 2006.**

**Plan Benefit Calculation Example:**

The following is an example of how a participant’s accrued Normal Retirement Benefit through December 31, 2006, 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 on February 1, 1994, started participating in the Plan on January 1, 1995, and his Normal Retirement Date is October 1, 2015.
- Let’s also assume that Paul’s Average Annual Compensation is \$35,000 and he was credited with a full Year of Benefit Service every year that he was an Employee of an Employer through December 31, 2006. Also assume the Integration Level exceeded \$35,000 and, therefore, Paul has no Excess Average Annual Compensation.

Paul’s Normal Retirement Benefit is calculated as follows:

<b>Formula</b>	<b>Calculation</b>	<b>Amount</b>
1.0% of his Average Annual Compensation (\$35,000) x 13 Years of Benefit Service	$1\% \times \$35,000 \times 13 = \$4,550$	\$4,550.00
<b>Plus</b>		
.52% of his Excess Average Annual Compensation x 13 Years of Benefit Service	$.52\% \times 0 \times 13 = 0$	\$0
<b>TOTAL ANNUAL BENEFIT</b>		<b>\$4,550.00</b>
<b>TOTAL MONTHLY BENEFIT</b>	$\$4,550 / 12$	<b>\$379.17</b>

**WHEN AM I VESTED?**

When you are vested, the Plan benefit you have earned will not be forfeited if you terminate employment. You are vested in your Plan benefit once you earn five 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 the Employer terminates due to a divestiture, sale or similar transaction that occurs on or after August 15, 2016, and you are actively employed by the 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 the

Employer and all of its Related Employers is involuntarily terminated on or after August 15, 2016, and you receive severance payments in connection with your termination.

If you are not fully vested and do not have any Hours of Service during five consecutive Plan Years, any unvested portion of your Plan benefit (and your Years of Vesting Service and Years of Credited Service) will be forfeited at the end of the five year period.

Please call 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**

You are eligible for normal retirement at Normal Retirement Age regardless of your continued employment with Trinity Health or another employer. At Normal Retirement Age, 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 Plan benefit

**There is 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 Trinity Health after your Normal Retirement Age and you delay starting your benefit beyond April 1<sup>st</sup> 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.

### **Late Retirement Benefit**

You may continue working past Normal Retirement Age. Benefit payments can begin the first day of the month after you apply for benefits. Your late retirement benefit is determined in the same manner as your Normal Retirement Benefit, but is based upon your Accrued Benefit at that time. Keep in mind that your Plan benefit is frozen.

### **Early Retirement Benefit**

You are eligible to elect a monthly early retirement benefit as early as age 55 if you are vested and have terminated employment with Trinity Health, the Employer, and their Related Employers, whether or not they are participating in the Plan. Once you have met these requirements, you may elect to receive your early retirement benefit starting on the first day of any month following your termination of employment.

Your early retirement benefit is determined in the same manner as your Normal Retirement Benefit, but is based on your Accrued Benefit at the time of your termination of employment (or December 31, 2006, if earlier). The amount of your Plan benefit payable as an early retirement benefit is your Plan benefit as of your early retirement date, permanently reduced by 1/180<sup>th</sup> for each of the first 60 calendar months and by 1/300<sup>th</sup> for each of the next 60 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 Plan benefit in the form of monthly payments beginning before you attain age 55

*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, a participating Employer or any Related Employer, there may be restrictions on the payment of your benefit. Please refer to the “What Conditions Can Affect My Benefit?” section.*

### **Deferred Vested Benefit**

If you have a vested Accrued Benefit and your termination of employment with Trinity Health and all of the participating Employers occurs before you are old enough to receive a Normal Retirement Benefit, you will be eligible for a deferred benefit from the Plan commencing any time after age 55. If you begin receiving your benefit prior to your Normal Retirement Age, it is calculated in the same manner as your early retirement benefit and is subject to the same reductions if payable before Normal Retirement Age. In no event may you elect to receive payment of all or part of your vested Accrued Benefit in the form of monthly payments prior to the date you turn age 55. However, if you have not yet started a monthly pension, you may elect to receive a lump sum payment of the present value of your Plan benefit if you terminated from employment with Trinity Health.

### **HOW DO I APPLY FOR BENEFITS?**

It is generally up to you to contact the Trinity Health Pension Plan Office at 800.793.4733 to apply for your benefit. The Trinity Health Pension Plan Office will then mail you the appropriate election forms and a benefit calculation at your address on file with the Trinity Health Pension Plan Office. However, if you have not already elected to begin receiving your Plan benefit, shortly before you reach Normal Retirement Age, the Trinity Health Pension Plan Office will mail information regarding your Plan benefit to your address on file. Please note that there is generally no advantage to waiting until after your Normal Retirement Age to begin receiving your Plan benefit because the monthly amount of your Plan benefit will not increase if you delay starting your payments after you reach your Normal Retirement Date and you will not receive back payments if you file for your benefits after your Normal Retirement Date.

If you, your spouse, or your Beneficiary think you are eligible for a Plan benefit, it is up to you, your spouse, or your Beneficiary to contact the Trinity Health Pension Plan Office at 800.793.4733 to request your Plan benefit. **It is ultimately your responsibility to apply for your own benefit. If you do not apply for your Plan benefit in a timely manner, the Plan will not pay your benefit retroactively.**

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

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

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

-OR-

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

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

**Notwithstanding the above, you must begin receiving your retirement benefit by April 1 of the year after the calendar year in which your employment with Trinity Health terminates or you reach age 70½, whichever is later. Before this date, your Plan benefit will not be paid unless and until you (or your spouse or Beneficiary, if applicable) apply for your Plan benefit in accordance with the procedures set forth in this SPD.**

## **HOW WILL MY BENEFIT BE PAID?**

Generally, you may elect to have your Plan benefit paid in any of the ways shown below. Your monthly payments under the Plan's benefit formula reflect a benefit payable for your life only. Therefore, benefits under a monthly payment option that provides for continued benefits to a beneficiary after your death will be a lower amount per month than the monthly payments you would receive under the Life Only Option in order to provide for benefits payable over a longer expected timeframe. The monthly payment forms shown below are available only if you are at least age 55.

### **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 to the Life Only Option. However, because benefits are potentially payable to more than one person under the other options, the monthly amounts are lower based on factors set forth in the Plan.

### **Ten Years Certain And Life Option**

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

### **Joint And Survivor Option**

Reduced monthly benefit payments are made for your life. Upon your death, monthly payments will continue to your Beneficiary, if surviving, for the rest of his or her life equal to 50% or 100% of the benefit you were receiving prior to your death. When you retire, you elect the percent of your benefit your Beneficiary will receive if you die first. You may not be eligible to elect a 100% survivor annuity if your Beneficiary is not your spouse and is more than 10 years younger than you. Once payments begin,

no other Beneficiary can be designated, even if your named Beneficiary predeceases you or your marriage is terminated.

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

### **Joint And Survivor Option Example:**

At her Normal Retirement Date, Barb's Life Only benefit is \$500 per month. Her husband is three years younger than she. As such, her benefit, payable as a 50% Joint and Survivor benefit, is equal to 90.66% of the Life Only benefit. Therefore, during her lifetime she will receive \$453.30 per month and if her husband survives her, he will receive one-half of this amount, or \$226.65 per month, for the rest of his life. If she had elected the 100% Joint and Survivor option, the reduction would have been greater. The reductions in this example are based on actuarial factors set forth in the Plan document.

### **Lump Sum Option**

- This is the only payment option available to you with respect to your vested Plan benefit if the present value of your vested Plan benefit is \$5,000 or less. Spousal consent for the lump sum payment is not needed. However, 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 Trinity Health terminates or the year in which you reach age 70½.
- If you have not yet started a monthly pension, you may elect to receive a lump sum payment of the present value of your Plan benefit without any limit if you have either (i) reached Normal Retirement Age but have not terminated from employment with Trinity Health, or (ii) terminated from employment with Trinity Health (i.e., you terminate from employment with Trinity Health Corporation, the Employer and all of Trinity Health Corporation's and the Employer's Related Employers, whether or not they are participating Employers).

If you are married, and the lump sum amount of your Plan benefit, if any, exceeds \$5,000, 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 Trinity Health Pension Plan Office. Lump sum payments can be made in the form of a direct rollover to another employer's qualified retirement plan, 403(b) plan or certain governmental 457(b) plans (if the plan you select accepts rollovers), your account in the Trinity Health 403(b) Retirement Savings Plan or Trinity Health 401(k) Retirement Savings Plan, if any, or to an IRA (including a Roth IRA).

## **WHAT CONDITIONS CAN AFFECT MY BENEFIT?**

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

If you are on military duty and return to employment within the prescribed period of time, you will earn Years of Benefit Service (before the earlier of the date you no longer are working for a participating Employer and December 31, 2006 (or such earlier date that you ceased to accrue a benefit under the Plan)) and Years of Vesting Service for the period while you were on military duty based on your work week immediately preceding the absence. Your Compensation for Plan purposes will be based on the Compensation for Plan purposes that you would have received if you were not on military duty (before the earlier of the date you no longer are working for a participating Employer and December 31, 2006 (or such earlier date that you ceased to accrue a benefit under the Plan)). If this amount is not reasonably certain, your Compensation for Plan purposes will be based on the average rate of Compensation for Plan purposes that 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 Employer during that period of employment, before the earlier of the date you no longer are working for a participating Employer and December 31, 2006 (or such earlier date that you ceased to accrue a benefit under the Plan)).

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

Unless your employment 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 do not have any Hours of Service during five consecutive Plan Years, 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.

#### **Under Normal Retirement Age**

If you are *under Normal Retirement Age*, there must be a bona fide termination of your employment with Trinity Health for you to begin receiving monthly payments of your Accrued Benefit. A bona fide



termination occurs if, at the time your employment terminates, there is no understanding that you will be reemployed and you remain unemployed by an Employer, Trinity Health or one of their Related Employers for at least 120 consecutive days following your termination from employment (measured beginning on the last day of the last payroll period for which you are paid by any of Trinity Health, the Employer or any of their Related Employers). These rules are strictly enforced.

If you are reemployed by Trinity Health before you reach Normal Retirement Age and after 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 before you reach Normal Retirement Age and before incurring a bona fide termination of employment, and you are receiving monthly benefit payments, your monthly benefit payments will be immediately suspended on the first day of the month coinciding with or following the date you are reemployed until you reach Normal Retirement Age or terminate your employment with Trinity Health. .

#### ***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 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 Trinity Health Pension Plan Office for additional information.

#### **Over Normal Retirement Age**

If you are over Normal Retirement Age, you may begin to receive your benefit regardless of your continued employment with Trinity Health. Based on your election, your benefit may start any time after your Normal Retirement Date. Generally, there is no advantage to waiting until after Normal Retirement

Date to begin receiving your Accrued Benefit under the Plan. There are no restrictions on the number of hours you can work, nor are you required to first terminate employment.

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

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

### **If You Are Married...**

If you die *on or after* age 55 and the value of your vested Plan benefit payable to your spouse is more than \$5,000, your spouse will receive the 50% survivor annuity portion of your Plan benefit determined as if you had retired on the day before your death and elected a 50% Joint and Survivor Option. Alternatively, your spouse may elect to receive the present value of the 50% survivor annuity portion of your vested Plan benefit in the form of a lump sum payment. If the value of your vested Plan benefit payable to your spouse, if any, is \$5,000 or less, it will be paid as a lump sum.

If you die *before* age 55 and the value of your vested Plan benefit payable to your spouse is more than \$5,000, your spouse will receive an amount actuarially equivalent in value to what would have been paid had you terminated employment on your date of death (or actual date of termination, if earlier), survived to age 55 and retired on your 55th birthday with a 50% Joint and Survivor Option for your Plan benefit and then died the next day. Your spouse may elect to receive the present value of the 50% survivor annuity portion of your vested Plan benefit in the form of a lump sum payment instead of the form of a monthly annuity. If the value of your vested Plan benefit payable to your spouse, if any, is \$5,000 or less, it will be paid as a lump sum.

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

Benefits will begin as early as the month following your death and after your spouse elects to receive the payment unless your spouse elects to defer payment of benefits until you would have reached Normal Retirement Age.

### **If You Are Not Married ...**

If you are not married and you die before payment of your Plan benefit begins, there are no benefits payable under the Plan.

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

### **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.

### **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 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 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 Trinity Health 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, your Plan benefit is adjusted to comply with the limits.

## **Important Plan Information**

**Plan Name:** Pension Plan for Employees of Uihlein Mercy Center, Inc.

**Plan Number:** 008

**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:**

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.