



## ***403(b) Retirement Savings Plan*** **Summary Plan Description**

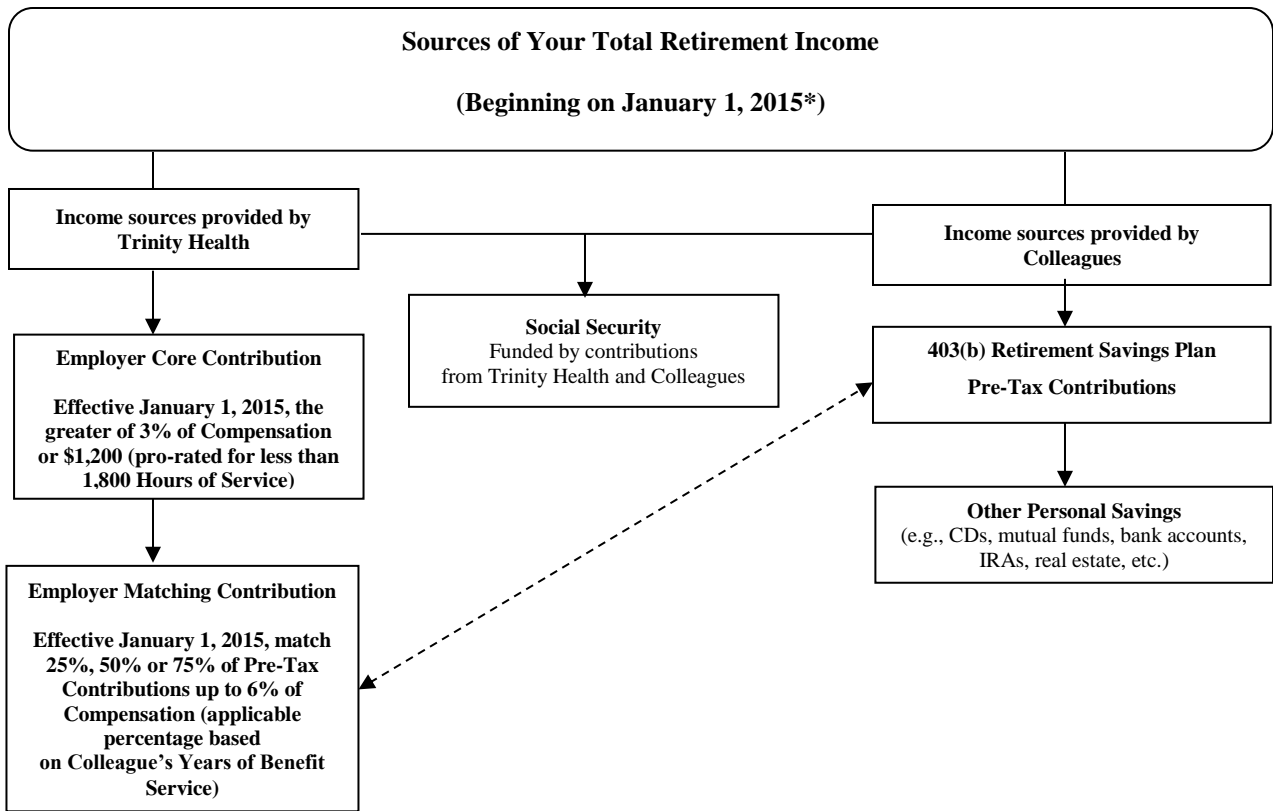
This booklet is a Summary Plan Description (SPD) that describes the important features of the Trinity Health 403(b) Retirement Savings Plan (403(b) Plan or Plan).

The information contained in this SPD is accurate as of January 1, 2015. The provisions of the Plan described in this SPD may be changed from time to time. The most current version of the SPD will be posted on the Retirement Program website at <https://retirementprogram.trinity-health.org>. If you are unable to access the website or to print a copy of the SPD from the website, you may request one from Transamerica Retirement Solutions (Transamerica) by calling 800.394.5240 or from the Retirement Program Office by:

- Phone at 800.793.4733,
- E-mail at [kim.cooley@trinity-health.org](mailto:kim.cooley@trinity-health.org), or
- Regular mail addressed to: Trinity Health Retirement Program Office, 20555 Victor Parkway, Livonia, Michigan 48152.

This SPD is not intended to describe every possible situation that could occur, but it does address most situations. 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 sources 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. Your rights are generally determined by the terms of the Plan in effect at the time you terminate employment.

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



The Trinity Health Retirement Program consists of several different retirement plans. As a result, your actual sources of retirement income may vary from the chart above. Please contact your local HR Office or your local Transamerica retirement planning consultant for the sources of retirement income that are specific to you.

\*Does not reflect pension plan benefits, if any, including benefits under the Trinity Health Pension Plan (frozen effective December 31, 2014, except for certain transition adjustments and accruals for certain colleagues covered by a collective bargaining agreement), the frozen Catholic Health East Employee Pension Plan, the Pension Plan of Mercy Health System for Collectively Bargained Colleagues, or another legacy defined benefit (pension) plan.

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## Understanding the Trinity Health Retirement Program

The Trinity Health Retirement Program consists of several different retirement plans. Employers affiliated with Trinity Health Corporation participate in one or more of the plans in the Retirement Program. This booklet describes only the Trinity Health 403(b) Retirement Savings Plan (403(b) Plan or Plan).

The Trinity Health Retirement Program was designed to provide benefits that meet the diverse needs of our workforce. It is a program that gives consideration to colleagues at all salary levels, supports Trinity Health's mission, values, and key cultural characteristics, and is easy for colleagues to understand. It is also a very important part of your benefits package. When combined with your personal savings and Social Security, the Trinity Health Retirement Program provides the tools you need for a financially secure retirement. By utilizing all of these resources you and Trinity Health work together to create balanced income sources during retirement to help financially secure your future.

### 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.

**Beneficiary** — The person you designate to 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 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, your death benefits, if any, will be paid to your estate. You may designate your Beneficiary and change your Beneficiary by contacting your local Transamerica retirement planning consultant, calling Transamerica at 800.394.5240, or logging onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. You may also designate your Beneficiary and change your Beneficiary by using a Beneficiary designation form. To obtain a Beneficiary designation form for the Plan, contact your local Transamerica retirement planning consultant, call Transamerica at 800.394.5240, or log onto the Retirement Program website at <https://retirementprogram.trinity-health.org>.

**CHE Plan** — The Catholic Health East Colleague 403(b) Retirement Income Savings Plan, which was merged into the Plan effective as of December 31, 2014.

**Code** — The Internal Revenue Code of 1986, as amended.

**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 your Employer’s cafeteria/flexible benefit plan. Compensation also includes short term disability benefits paid by an Employer through payroll. However, Compensation does not include reimbursements or other expense allowances, fringe benefits (cash and noncash), severance pay benefits, moving expenses, contributions to or distributions from deferred compensation plans, including but not limited to SERP, restoration or similar executive supplemental plan benefits, welfare benefits, long term incentive pay, or similar benefits, subsidies or stipends. The Compensation used for determining benefits under the Plan is limited by the federal government. The limit is \$265,000 for 2015 and may be adjusted for inflation in future years.

**Covered Colleague** — An Eligible Colleague who is not:

- Covered by a collective bargaining agreement, unless participation in the Plan is expressly provided for under the bargaining agreement,
- A member of the Sisters of Mercy Regional Community of Detroit or of the Sisters of the Holy Cross,
- Religious personnel who have opted out of participation in the Plan,
- A member of the clergy who has taken a vow of poverty (not including a colleague of the Sisters of Providence Health System who, effective as of September 15, 2012, is a member of the clergy and was treated as eligible to participate in a Sisters of Providence Health System 403(b) program or the CHE Plan prior to January 1, 2015), or
- A physician at Holy Cross Hospital, Inc. (Fort Lauderdale, Florida).

**Eligible Colleague** — A colleague of an Employer who is not:

- Eligible to participate in the Trinity Health 401(k) Retirement Savings Plan, another Trinity Health 401(k) plan , or another Trinity Health 403(b) plan based on his or her work location,
- A “leased” employee or independent contractor who is not treated as a regular or “common law” employee, or
- A nonresident alien with no U.S. source income.

If your employer is a taxable rather than tax-exempt entity, it will offer a plan similar to the Plan as a “401(k)” instead of a “403(b).”

**Employer** — Refers to the Employers participating in this Plan. The participating employers include Trinity Health Corporation, which is the Plan sponsor, and the Regional Health Ministries and other entities

that are Related Employers to Trinity Health and exempt from federal income taxes. In addition, certain other affiliated organizations of Trinity Health Corporation that are exempt from federal income taxes and church affiliated may be permitted to participate in the Plan with the consent of the Plan Administrator. A list of the participating Employers may be requested from the Retirement Program Office.

**Employer Core Contribution** — An Employer Core Contribution is based on a percentage of Compensation, subject to a minimum Employer Core Contribution amount, and is made to the Plan accounts of Covered Colleagues who are participants and who satisfy the applicable allocation requirements for a Plan Year. The Employer Core Contribution is not based on the amount of payroll deduction contributions a colleague makes and so is not a “match”. The amount, if any, that your Employer contributes as an Employer Core Contribution will be determined in the manner described in the “*Will My Employer Make Any Other Contributions To My 403(b) Plan Account?*” section of the SPD, below.

**Grandfathered Participant** — You are a “Grandfathered Participant” if either: (1) you were actively employed by and paid on the payroll of a Trinity Health West/Midwest Group Employer as of December 31, 2014, and were credited with at least 5 Years of Vesting Service or were at least age 65 as of that date; or (2) you were actively participating in the Sisters of Providence Health System 403(b) program as of September 15, 2012.

**Hours of Service** — Each hour you work and are paid, or entitled to be paid, by a participating Employer or a Related Employer for the performance of duties. Hours of Service also include other hours for which 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. Hours of Service for an on-call period are determined by dividing the on-call pay received by your regular rate of pay. 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.

**Matching Contribution** — Refers to an Employer contribution that is based on the amount of your payroll deduction contributions. If you make payroll deduction contributions to the Plan, you are a Covered Colleague and you satisfy any applicable allocation requirements, your Employer may make a Matching Contribution to your Plan account. The amount, if any, that your Employer contributes as a Matching Contribution will be determined in the manner described in the “*Are My Contributions Matched?*” section of the SPD, below.



**Normal Retirement Age** — Age 65.

**Plan or 403(b) Plan** — The Trinity Health 403(b) Retirement Savings Plan.

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

**Related Employer** — A group of corporations, trades or businesses (whether or not incorporated) that 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. However, only an Employer may make contributions to the Plan, and only a colleague employed by an Employer is eligible to participate in this Plan.

**Transferred Roth Contributions** — Roth contributions are generally payroll deduction contributions made on an after-tax basis that meet certain Code requirements. This Plan does not currently permit Roth contributions but has accepted a transfer of Roth contributions that were credited to a separate Transferred Roth Contribution Account maintained under the CHE Plan. The Plan may also accept transfers of Roth contributions from other plans in the future, in the discretion of the Plan Administrator. Special distribution rules apply to Transferred Roth Contributions. For example, the Transferred Roth Contributions were originally made on an after-tax basis for federal income tax purposes. As a result, they are generally not subject to federal income tax when they are distributed as long as the distribution is made at least five taxable years after you made your first Roth contribution under the plan from which the Transferred Roth Contribution was transferred into the Plan and on or after you reach age 59-1/2, die or become disabled. Please contact your local Transamerica retirement planning consultant or call Transamerica at 800.394.5240 for additional information regarding the distribution of Transferred Roth Contributions.

**Transition Contribution** — A CHE Transition Contribution or Gottlieb Transition Contribution described in the “*Will My Employer Make Any Other Contributions To My 403(b) Plan Account?*” section of the SPD and in a supplement provided to colleagues who are eligible for Transition Contributions.

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

**Trinity Health East Group** — Includes the Employers that were part of the Catholic Health East health system prior to May 1, 2013, and any entity acquired by such an Employer on or after May 1, 2013, and prior to January 1, 2015.

**Trinity Health West/Midwest Group** — Includes the Employers that were part of the Trinity Health Corporation health system prior to May 1, 2013, and any entity acquired by such an Employer on or after May 1, 2013, and prior to January 1, 2015.

**Vesting Service** — Determines your eligibility to receive the Employer funded portion of your Plan account balance. You earn one year of Vesting Service for each Plan Year in which you are credited with at least 1,000 Hours of Service. You will not earn **any** Vesting Service for a Plan Year in which you are credited with less than 1,000 Hours of Service. In addition, you will not be credited with more than one year of Vesting Service for any Plan Year. Service at some participating Employers prior to a specific date may or may not be counted for Vesting Service. For example, if you are employed by an Employer or a Related Employer on or after January 1, 2015, all of your Hours of Service while employed by an Employer in the Trinity Health East Group or Trinity Health West/Midwest Group are counted for purposes of determining your years of Vesting Service (for any benefit that that was not forfeited before 2015). In general, if you terminate employment and are rehired, any Vesting Service you earned before your re-employment will be reinstated unless it had been forfeited under the terms of the Plan in effect before 2015. Please contact your HR Office or the Retirement Program Office at 800.793.4733 if you have questions about your Vesting Service.

**Year of Benefit Service** — A Plan Year during which you are credited with at least 1,000 Hours of Service. Effective January 1, 2015, your Years of Benefit Service are used to determine the rate of Matching Contribution that you may be entitled to receive for a Plan Year.

If you were a Trinity Health West/Midwest Group colleague as of December 31, 2014, your Years of Benefit Service will include your “Benefit Service” for purposes of determining “Points” under the Trinity Health Pension Plan as of December 31, 2014, even if you were not a participant in the Trinity Health Pension Plan. In addition, if you were employed by an Employer acquired by Trinity Health before 2013, your service with that Employer may also count as Benefit Service for this purpose.

If you were a Trinity Health East Group colleague as of December 31, 2014, your Years of Benefit Service will include your Years of Contribution Service under the CHE Plan as of December 31, 2014, even if you were not a participant in the CHE Plan.

You will not be credited with more than one Year of Benefit Service for any Plan Year or other 12 consecutive month period used to determine such service. In general, if you terminate employment and are rehired, any Benefit Service you earned before your re-employment will be reinstated unless it had been forfeited under the terms of the Plan in effect before 2015. Please contact your HR Office or the Retirement Program Office at 800.793.4733 if you have questions about your Benefit Service.

## **Trinity Health 403(b) Retirement Savings Plan**

### **WHAT IS THE 403(B) PLAN?**

The Trinity Health 403(b)<sup>1</sup> Retirement Savings Plan is the primary retirement plan for colleagues of the health system. It is an “account balance” plan under which eligible colleagues each have an “account” that they can invest for retirement. Under the Plan, colleagues may elect to defer a portion of their current wages on a pre-tax basis to save for retirement. In addition, your Employer may also make both Core and Matching Contributions on your behalf. The Plan was developed to give you certain advantages, including:

- Automatic savings through payroll deduction,
- Employer Contributions on your behalf (Matching Contributions and Employer Core Contributions),
- Deferral of income through pre-tax contributions,
- A choice of investment funds, and
- Tax deferral on Employer Matching Contributions, Employer Core Contributions and the investment earnings on such contributions.

In addition, through the Plan, Trinity Health provides a meaningful and competitive retirement benefit for its colleagues and partners with you to help you meet your future retirement needs. The Plan is intended to be simple to understand and consistent across the health system.

### **WHO IS ELIGIBLE FOR THE 403(B) PLAN?**

All Eligible Colleagues of participating Employers are generally eligible to become participants in the Plan at the later of their date of hire or the date their Employer becomes a participating Employer.

### **WHEN MAY I FIRST PARTICIPATE IN THE 403(B) PLAN?**

You may enroll in the Plan any time after the later of your date of hire or the date your Employer becomes a participating Employer. In addition, if you are newly eligible to enroll in the Plan on or after January 1, 2015, you will be automatically enrolled to make pre-tax contributions, as described below.

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<sup>1</sup> The term “403(b)” refers to the section of the Code that permits the tax deferral of wages into a retirement savings plan by employers that are tax-exempt, charitable organizations.

## **HOW DO I MAKE CONTRIBUTIONS?**

Once you are eligible to participate in the Plan, you can enroll on any date thereafter. To enroll, you must follow the enrollment procedures. If your enrollment complies with the enrollment procedures, your pre-tax contributions will begin effective at the beginning of a payroll period and as soon as administratively practicable. When you sign up for the Plan, you indicate how much you want to contribute each payroll period. You may contribute a percentage of pay or a flat dollar amount not to exceed 75% of your Compensation on a pre-tax basis. You can start, increase, decrease, or stop your payroll deduction contributions at any time. To enroll, to make a change in your pre-tax contributions, or if you have any questions, please contact your local Transamerica retirement planning consultant, call Transamerica at 800.394.5240, or log onto the Retirement Program website at <https://retirementprogram.trinity-health.org>.

### **Automatic Enrollment**

Effective January 1, 2015, the Plan has an automatic enrollment feature. If you become eligible to participate in the Plan on or after January 1, 2015 (for example, because you are hired or rehired by an Employer or your Employer becomes a new participating Employer), you will be automatically enrolled to make pre-tax contributions to the Plan unless you either elect to make pre-tax contributions at a different rate or affirmatively elect *not* to make pre-tax contributions to the Plan. If you do not want to be automatically enrolled, you must make your affirmative election within 30 days of the later of the date you become eligible to participate or the date you are provided the automatic enrollment notice described below. The amount of your automatic pre-tax contributions will be 2% of your Compensation. This means that 2% of your Compensation will automatically be withheld from your pay each pay period on a pre-tax basis and contributed to the Plan.

If you are subject to automatic enrollment, the Plan Administrator will provide you a notice explaining the automatic enrollment process and how you can opt out of automatic enrollment or change the amount of your deferral. You will have at least 30 days from the date you receive the notice to elect to make pre-tax contributions in an amount other than 2% (or to elect not to make any pre-tax contributions) before your Employer will begin to automatically deduct 2% from your Compensation on a pre-tax basis and contribute it to the Plan. In other words, you will be given a chance to “opt out” of automatic enrollment by either electing to make pre-tax contributions to the Plan in an amount you select or affirmatively electing not to make pre-tax contributions to the Plan. If you do not opt out, your Employer will begin to automatically deduct 2% from your Compensation on a pre-tax basis.

If you are automatically enrolled in the Plan and you do not wish to make pre-tax contributions to the Plan, or you wish to change the level at which you participate to a higher or lower percentage of Compensation,

you may stop or change future automatic pre-tax contributions at any time by contacting your local Transamerica retirement planning consultant, calling Transamerica at 800.394.5240, or logging onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. For additional information regarding automatic enrollment, contact your local Transamerica retirement planning consultant or call Transamerica at 800.394.5240.

### **Withdrawal of Automatic Pre-Tax Contributions**

If you are automatically enrolled in the Plan, you may elect to withdraw your automatic pre-tax contributions (and earnings on those amounts) if you make the withdrawal election no later than 90 days after the date of your first paycheck from which automatic pre-tax contributions are withheld. In addition, if you are automatically enrolled after being rehired by a participating Employer, you may elect to withdraw those pre-tax contributions (and earnings) as long as you have not made any automatic pre-tax contributions to the Plan for at least a full Plan Year. You must make the withdrawal election no later than 90 days after the date of your first paycheck from which automatic pre-tax contributions are withheld following your re-enrollment. To make a withdrawal election, please contact your local Transamerica retirement planning consultant, call Transamerica at 800.394.5240, or log onto the Retirement Program website at <https://retirementprogram.trinity-health.org>.

A timely request to withdraw your automatic pre-tax contributions will be treated as an affirmative election to stop having pre-tax contributions made to the Plan on your behalf. Your contributions will be stopped and distributed to you as soon as practicable, but not later than (i) the second payroll period that begins after your withdrawal request, or, if earlier (ii) the first pay date that occurs at least 30 days after your withdrawal request. The amount that will be distributed to you will include earnings through the date of distribution, but also may be reduced by any fees generally applicable to distributions. In addition, any Matching Contributions made to your Plan account based on the withdrawn automatic pre-tax contributions will be forfeited.

### **WHAT ARE THE TAX BENEFITS OF PRE-TAX CONTRIBUTIONS?**

If you make pre-tax contributions, you receive an immediate tax savings because federal and, generally, state<sup>2</sup> income taxes are not withheld on your pre-tax contributions to the Plan. (Pre-tax contributions to the Plan are subject to “FICA” or Social Security and Medicare taxes and to some state and local income taxes.) All earnings accumulate on a tax-deferred basis as well. Your pre-tax contributions and earnings become

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<sup>2</sup> Pre-tax contributions are withheld from your Compensation on a pre-tax basis for federal income tax and most state income tax purposes. However, certain states do not permit pre-tax contributions (e.g., Pennsylvania). Please contact your local Transamerica retirement planning consultant or call Transamerica at 800.394.5240 for additional information.

taxable income only when distributed to you. Distributions normally begin at retirement, when you may be in a lower tax bracket, and thus you may pay lower taxes on your retirement income.

Depending on your income level, you also may be eligible for additional tax savings if you qualify for the federal “savers” tax credit. Please see your tax advisor to determine if you are eligible.

If your location offered after-tax contributions prior to January 1, 2015, and you made after-tax contributions to the Plan, you did not save on federal and state income taxes, but you will not pay current taxes on the investment earnings from your after-tax contributions. The earnings remain in your account, where they can grow until the account is distributed to you. At that time, you will pay income taxes only on the account earnings.

### **IS THERE A MAXIMUM AMOUNT I MAY CONTRIBUTE?**

Yes. You may make pre-tax contributions up to the annual maximum permitted by law. The maximum legal limit is \$18,000 for 2015 and is likely to increase in future years. There are special cases where you can contribute more if you have 15 or more years of service and averaged \$5,000 or less in annual contributions over the 15-year period. You may find out if you qualify by contacting your local Transamerica retirement planning consultant. The Plan also maintains a contribution limit of 75% of Compensation. If your pre-tax contributions to the Plan exceed either the legal or Plan limits, the excess will be returned to you within the time period allowed by law. In addition, a dollar limit (\$53,000 for 2015) applies to all contributions, other than catch-up contributions, made to the Plan by you or your Employer on your behalf for a Plan Year. This annual contribution limit may affect how much you can contribute for a Plan Year. You will be notified if your contributions must be limited or refunded under this annual limit.

### **Catch-Up Contributions**

If you are at least age 50 at any time during the year, you may contribute up to an additional \$6,000 (annual amount for 2015). This is referred to as a catch-up contribution. The catch-up contribution limit is subject to a cost-of-living adjustment each year.

### **MAY I MAKE AFTER-TAX CONTRIBUTIONS?**

No after-tax contributions to the Plan are permitted after December 31, 2014.

### **ARE MY CONTRIBUTIONS MATCHED?**

Effective January 1, 2015, if you are a Covered Colleague who satisfies the requirements set forth below, your Employer will match your pre-tax contributions (including catch-up contributions) for a Plan Year at the rate in the following table based on your Years of Benefit Service as of the beginning of that Plan Year:

<b>Years of Benefit Service as of</b>	<b>Employer Matching Contribution</b>
---------------------------------------	---------------------------------------

<b>Beginning of Plan Year</b>	<b>Rate</b>
Less than 10	25% of Pre-Tax Contributions up to 6% of Compensation
At least 10 but less than 20	50% of Pre-Tax Contributions up to 6% of Compensation
20 or more	75% of Pre-Tax Contributions up to 6% of Compensation

The rate of Matching Contributions is based on your Years of Benefit Service as of the beginning of a Plan Year and does not change during the Plan Year. The Matching Contribution formula can be changed from time to time. You will be notified if the Matching Contribution formula is changed.

If you are covered by a collective bargaining agreement, your Matching Contributions, if any, may be different from those described above, based on the terms of your bargaining agreement. If this applies to you, you will be provided with a supplement to this SPD that describes if you are eligible for any Matching Contributions and, if so, how much they will be.

**Matching Contribution Allocation Requirements**

If you are a full-time colleague of the Employer who is scheduled to work at least 1,560 Hours of Service for the Employer during the Plan Year, you are eligible to receive Matching Contributions for that Plan Year. Whether you are scheduled to work at least 1,560 Hours of Service is determined at the beginning of the Plan Year or based on the first payroll following your date of hire in your first year worked. If you work at multiple locations or for multiple participating Employers, scheduled hours at all such locations and Employers will be added together for purposes of determining whether you are a full-time colleague.

You are also eligible to receive Matching Contributions if you are a Grandfathered Participant. If you are a Grandfathered Participant you are not required to be scheduled to work at least 1,560 Hours of Service for the Employer during a Plan Year to be eligible to receive Matching Contributions for that Plan Year. However, if you are a Grandfathered Participant and you have a termination from employment with Trinity Health, you will no longer qualify as a Grandfathered Participant if you are re-employed by an Employer more than one full Plan Year after your termination from employment. In that event, you must meet one of the other requirements to be eligible for Matching Contributions.

Your Employer will calculate a Matching Contribution each payroll period during the Plan Year, beginning with the first payroll period for the Plan Year that you are making pre-tax contributions to the Plan. The Matching Contributions will be made as soon as administratively practicable after each payroll period. The

amount of the Matching Contribution will be based on the applicable Matching Contribution rate in the table set forth above, your year-to-date Compensation from the Employer and your year-to-date pre-tax contributions (and catch-up contributions) minus any Matching Contributions already made to the Plan for you by the Employer for the Plan Year.

If you are a part-time colleague of the Employer who is scheduled to work less than 1,560 Hours of Service for the Employer during the Plan Year, and you are not a Grandfathered Participant, no Matching Contributions will be made to the Plan for you unless and until you are credited with at least 1,000 Hours of Service during the Plan Year. As soon as administratively practicable after you are credited with at least 1,000 Hours of Service during a Plan Year, you will be eligible to receive a Matching Contribution. The amount of the initial Matching Contribution will be based on the applicable Matching Contribution rate in the table set forth above, your year-to-date Compensation from the Employer and your year-to-date pre-tax contributions (and catch-up contributions). In addition, your Employer will make a Matching Contribution to the Plan for you for each subsequent payroll period during that Plan Year, beginning with the first payroll period that starts after you are credited with at least 1,000 Hours of Service during the Plan Year. The Matching Contributions will be made as soon as administratively practicable after each payroll period. The amount of the Matching Contribution for a payroll period will be based on the applicable Matching Contribution rate in the table set forth above, your year-to-date Compensation from the Employer and your year-to-date pre-tax contributions (and catch-up contributions) minus any Matching Contributions already made to the Plan for you by the Employer for the Plan Year.

Again, if you are covered by a collective bargaining agreement, the amount of your Matching Contribution, if any, and the eligibility requirements to receive a Matching Contribution, if different than those set forth above, will be based on the terms of that bargaining agreement. See your SPD supplement to determine if you are eligible for Matching Contributions and if any special eligibility requirements apply to receive Matching Contribution, if applicable.

## **Matching Contribution Examples**

### **Example 1**



Sam is a full-time colleague scheduled to work 2,080 hours each year. As of the beginning of the year, Sam has 12 Years of Benefit Service. If Sam contributes at least 6% of his Compensation to the Plan, his Employer will match his contributions at the rate of 50% on the first 6% deferred. His Employer’s match will begin with the first payroll period of the year and will be made shortly following each payroll period.

**Example 2**

Steve is a part-time colleague scheduled to work 1,200 hours each year. As of the beginning of the year, Steve has five Years of Benefit Service. Steve elects to defer 5% of his Compensation to the Plan. In October, Steve completes 1,000 Hours of Service. At that point, Steve’s Employer contributes a match to his Plan account equal to 25% of his 5% deferrals to the Plan for the year made through the date he attained 1,000 Hours of Service. His Employer then makes additional Matching Contributions to Steve’s account for each payroll period through the end of the year. The additional Matching Contributions will be made shortly following each such payroll period.

**WILL MY EMPLOYER MAKE ANY OTHER CONTRIBUTIONS TO MY 403(B) PLAN ACCOUNT?**

**Employer Core Contributions**

Effective January 1, 2015, an Employer will also make an Employer Core Contribution to your Plan account if you are a Covered Colleague and you satisfy the allocation requirement set forth below. The amount of the Employer Core Contribution that will be made to your Plan account for a Plan Year, if any, will be the greater of:

- 3% of your Compensation earned while employed by the Employer during the Plan Year (including any portion of the Plan Year prior to the date you became a participant in the Plan), or
- the Minimum Employer Core Contribution.

If you are credited with 1,800 or more Hours of Service during the Plan Year, the “**Minimum Employer Core Contribution**” is \$1,200. If you are credited with less than 1,800 Hours of Service during the Plan Year, the “**Minimum Employer Core Contribution**” is the amount determined as follows:

<b>Hours of Service</b>	<b>Minimum Employer Core Contribution</b>
Less than 500 Hours of Service	\$0

500 but less than 1,000 Hours of Service (Grandfathered Participants Only)	\$300 (\$0 if you are not a Grandfathered Participant)
1,000 but less than 1,400 Hours of Service	\$600
1,400 but less than 1,800 Hours of Service	\$900

If you are covered by a collective bargaining agreement, your Employer Core Contribution, if any, may be different from those described above, based on the terms of your bargaining agreement. If this applies to you, you will be provided with a supplement to this SPD that describes if you are eligible for any Employer Core Contribution and, if so, how much it will be.

You do not have to make pre-tax contributions to the Plan in order to receive an Employer Core Contribution. In addition, if you are a Covered Colleague and satisfy the allocation requirement set forth below, you will receive the Employer Core Contribution even if you are not employed by the Employer on the last day of the Plan Year.

**Employer Core Contribution Allocation Requirement**

No Employer Core Contribution will be made to the Plan for you for a Plan Year unless and until you are credited with at least 1,000 Hours of Service during that Plan Year. As soon as administratively practicable after you are credited with at least 1,000 Hours of Service during the Plan Year, an Employer Core Contribution will be made to the Plan for you.

The amount of the initial Employer Core Contribution will be the greater of 3% of your year-to-date Compensation from the Employer after you complete 1,000 Hours of Service or the applicable Minimum Employer Core Contribution. In addition, your Employer will make an Employer Core Contribution to the Plan for you each subsequent payroll period during the Plan Year, beginning with the first payroll period that starts after you are credited with at least 1,000 Hours of Service during the Plan Year. The Employer Core Contributions will be made as soon as administratively practicable after each payroll period. The amount of the Employer Core Contribution for a payroll period will be the greater of 3% of your year-to-date Compensation from the Employer or the applicable Minimum Employer Core Contribution, minus any Employer Core Contributions already made to your Plan account for the Plan Year.

The 1,000 Hours of Service allocation requirement does not apply if you are a Grandfathered Participant. As a result, if you are a Grandfathered Participant, your Employer will make an Employer Core

Contribution for you for each payroll period, beginning with your first payroll period for the Plan Year. The Employer Core Contributions will be made as soon as administratively practicable after each payroll period. The amount of the Employer Core Contribution for a payroll period will be the greater of 3% of your year-to-date Compensation from the Employer or the applicable Minimum Employer Core Contribution, minus any Employer Core Contributions already made to your Plan account for the Plan Year.

If you are covered by a collective bargaining agreement, the amount of the Employer Core Contribution you are entitled to receive, if any, may be different from what is described above, based on the terms of your bargaining agreement. If this applies to you, you will be provided with a supplement to this SPD that describes if you are eligible for any Employer Core Contributions and, if so, how much they will be.

### **Employer Core Contribution Examples**

#### **Example 1**

Sally is a Grandfathered Participant who has worked for the Trinity Health West/Midwest Group for eight years as of the end of a Plan Year. Sally's Employer will make an Employer Core Contribution to her account in the Plan of 3% of her Compensation for each payroll period in the next following Plan Year. The Employer Core Contributions will be made shortly following each payroll period.

#### **Example 2**

Sue is a Trinity Health East Group colleague and is not a Grandfathered Participant. Sue works about 2,000 hours per year and earns \$50,000. After Sue completes 1,000 hours of service in mid-year, her Employer will make an Employer Core Contribution to her account equal to at least 3% of the Compensation she has been paid for the year to date ( $3\% \times \$25,000 = \$750$ ). Thereafter, her Employer will continue to contribute an Employer Core Contribution to Sue's account equal to 3% of her Compensation each payroll period through the end of the year. The Employer Core Contributions will be made shortly following each such payroll period.

### **Transition Contributions**

In addition to Matching and Employer Core Contributions, there are a few groups of colleagues who are eligible to receive an additional Employer contribution for a short period of time as a transition benefit. The groups eligible for a transition benefit generally include certain colleagues employed at the Trinity Health East Group system office (Newtown Square), at St. Francis Health Care Services, Wilmington, Delaware, and at Gottlieb Memorial Hospital or Gottlieb Community Health Services. If you are eligible for a transition contribution, you will be provided additional information about this benefit in a supplement to this SPD.

## **CAN I ROLLOVER OR TRANSFER FUNDS FROM OTHER PLANS OR AN IRA TO THIS 403(B) PLAN?**

A colleague of a participating Employer may rollover amounts tax free to the Plan directly from another employer's 403(b), 401(k), or other qualified plan, an eligible 457(b) governmental deferred compensation plan, an IRA, or any other source permitted by law in accordance with the procedures established by the Plan Administrator. However, a rollover that includes after-tax contributions will only be accepted by the Plan if the Plan Administrator obtains information regarding the colleague's tax basis in the amount rolled over.

A colleague of a participating Employer may also transfer amounts tax free to the Plan directly from another employer's 403(b) plan in accordance with the law and the procedures established by the Plan Administrator.

Please contact your local Transamerica retirement planning consultant for information regarding how to make a rollover or transfer contribution to the Plan.

## **WHEN DO I BECOME VESTED?**

You are always 100% vested in any pre-tax contributions and rollover contributions you make to the Plan, any after-tax contributions you made to the Plan prior to January 1, 2015, and any Employer non-elective contributions made to the Plan by certain Employers prior to January 1, 2015, regardless of your length of service.

To become vested in any Matching Contributions, Employer Core Contributions and Transition Contributions made to your Plan account, you must be credited with three years of Vesting Service (three Plan Years at a minimum of 1,000 Hours of Service per Plan Year) or reach your Normal Retirement Age or die while you are an active colleague at a Trinity Health institution. Any transfer contributions made to the Plan, including amounts transferred to the Plan from the CHE Plan, to the extent not vested, vest in accordance with the provision set forth above applicable to the type of transfer contribution. For example, a transfer contribution that is attributable to matching contributions (such as matching contributions under the CHE Plan) vests after you are credited with three years of Vesting Service or reach your Normal Retirement Age or die while you are an active colleague at Trinity Health. However, if you were 100% vested in any matching contributions or other employer contributions under the CHE Plan or other defined contribution plan sponsored or participated in by a Trinity Health East Group employer or Trinity Health West/Midwest Group employer as of December 31, 2014, you are 100% vested in your entire Plan benefit that was not forfeited as of January 1, 2015.

A different vesting schedule may apply to certain participants. Please contact your local Transamerica retirement planning consultant, call Transamerica at 800.394.5240, or log onto the Retirement Program website at <https://retirementprogram.trinity-health.org> to find out if a different vesting schedule applies to all or part of your Plan account.

In addition to the above, except as otherwise provided in the documents governing a divestiture, sale or similar transaction and subject to limited exceptions under administrative procedures established by the Administrator or Plan Administrator in its discretion, if your Employer ceases to be part of Trinity Health due to divestiture, sale or similar transaction that occurs on or after January 1, 2015, and you are actively employed by the Employer at the time of such transaction or until the agreed-upon date in connection with such transaction, you will become vested in your entire Plan benefit as of the date of the transaction. You will also become vested in your entire Plan benefit if, on or after January 1, 2015, your employment with your Employer terminates and you receive severance payments as a result of the termination.

#### **WHO IS THE 403(B) PLAN'S SERVICE PROVIDER?**

Transamerica is the Plan's service provider. Transamerica has assigned representatives to Trinity Health to assist in enrolling colleagues in the Plan and meeting their ongoing service needs. To contact a Transamerica representative call 800.394.5240, visit the Retirement Program website at <https://retirementprogram.trinity-health.org>, or contact the local Transamerica retirement planning consultant assigned to your location, if applicable.

#### **WHAT INVESTMENT OPTIONS ARE AVAILABLE?**

There are several investment options available through the Plan. The Plan was designed to offer participants a wide variety of investment options, flexibility, and, depending on the investment options you select, the potential for higher returns (with additional risk) as compared to a fixed interest product alone. The Plan offers a range of investment options that may be used to help meet almost any investment goal and level of risk tolerance.

Information about the investment options provided under the Plan, including a fund prospectus, can be obtained from the Retirement Program website at <https://retirementprogram.trinity-health.org>. Each of the investment options has a specific investment objective and associated risk level. For more detailed information, please contact your local Transamerica retirement planning consultant or call Transamerica at 800.394.5240.

In addition, the Plan also offers you the option to participate in the Charles Schwab self-directed Personal Choice Retirement Account (PCRA). The PCRA gives you access to thousands of additional investment options. If you elect the PCRA option, you will pay a flat annual account fee of \$50, which is deducted

from your Plan account with Transamerica each January. All contributions are first made directly to Transamerica and then can be transferred to the PCRA by contacting Transamerica at 800.394.5240 or via the Retirement Program website at <https://retirementprogram.trinity-health.org>. More information about the PCRA can be found in the Schwab PCRA brochure, available from the Retirement Program website at <https://retirementprogram.trinity-health.org>.

If you do not designate investment options for your account under the Plan, contributions to your account will be invested in the Vanguard Target Retirement Fund closest to your expected retirement year (assuming a retirement age of 65). The Vanguard Target Retirement Funds provide a diversified investment in both equity and fixed income funds, with the mix of investment types becoming more and more conservative as you near the target retirement age.

Transfers among the investment fund options available through the Plan may be made at any time. In addition, you may transfer the investment of all or part of your Plan account invested with a funding agent other than Transamerica to a Plan account at Transamerica. This is often referred to as an “exchange.” However, you may not exchange your Plan account with Transamerica to be invested with another 403(b) funding agent. Please call Transamerica at 800.394.5240 for more information.

#### **ARE LOANS AVAILABLE FROM MY VESTED ACCOUNT BALANCE?**

Yes, if you have adequate assets within your account and you are an active colleague at Trinity Health, you may obtain a loan from the Plan by calling Transamerica at 800.394.5240 or by logging onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. All loans will be made in accordance with the following guidelines:

##### **Minimum Loan**

The minimum loan is \$1,000 (\$500 prior to January 1, 2015).

##### **Maximum Loan**

The maximum amount you may borrow is determined by your account balance. You may borrow up to 50% of your vested Plan account balance or \$50,000, if less, reduced by your highest outstanding loan balance during the past 12 months. If you participate in the Plan and another Trinity Health 403(b) or 401(k) plan, these limits apply to your accounts in the aggregate. Thus, the amount of your highest outstanding loan balance from either plan will be deducted from the amount you are allowed to borrow.

##### **Loan Processing Fee**

You will be charged a one-time fee of \$75. This fee will be deducted from the balance of your account.

## **Loan Modeling**

To receive information on the maximum loan amount available, interest rates, repayment schedules for various loan amounts, and loan durations for a new or existing loan, you may call Transamerica at 800.394.5240.

## **Duration**

You can elect to pay back the loan in one to five years for general purpose loans with payments made via payroll deduction each pay period. If the loan is used to purchase your principal residence, you can extend the repayment schedule up to a maximum of 15 years. The repayment schedule may also be extended during a period of military leave.

## **Source of Assets**

Plan loan assets are borrowed on a fund basis starting with the most conservative fund you are invested in at the time of the loan. Your vested account balance is used to satisfy the amount of the loan requested. If you want to borrow money you have invested in the Schwab account, you must first transfer this money back to Transamerica.

## **Interest Rate**

The interest rate charged to you on a Plan loan is the prime rate as reported in The Wall Street Journal on the date the loan is originated plus 1%. The interest rate is generally fixed for the entire term of the loan. However, the interest rate may be adjusted during a period of military leave to the extent required by law. Contact the Plan Administrator or Transamerica for additional information.

## **Number of Loans**

You may generally have only one loan, per plan, outstanding at any one time, subject to the maximum dollar amount loan restrictions. Limited exceptions may apply if a transfer contribution or rollover contribution to the Plan was accepted that includes more than one loan. In that case, you will be permitted to continue to pay off those loans in accordance with their terms, but will only be allowed to have one loan at a time after the transferred loans are fully paid.

## **Promissory Note**

If you choose to receive the loan proceeds by Direct Deposit (ACH) into your checking or savings account, you must electronically sign a Loan Note and Security Agreement. The Loan Note and Security Agreement will contain a promissory note, security agreement, and truth-in-lending disclosures. If you choose to receive the loan proceeds by check, you will receive a promissory note, security agreement, and truth-in-

lending disclosures as a result of your loan request. By endorsing or negotiating the loan check you agree to the terms of the promissory note and security agreement.

### **Loan Repayments**

If you are a colleague, loan payments will be generally withheld from your paycheck and are remitted by the Employer with each deposit to Transamerica. The payroll repayment frequency may be weekly, bi-weekly, semi-monthly, or monthly, depending on your Employer's payroll cycle. However, in some cases you will be required to pay a loan outside of payroll using repayment coupons. For example, any loan repayments made after you cease to be a colleague of the Employer must be made using repayment coupons.

### **Prepayment Restriction**

Repayment in full can be made at any time.

### **Termination**

If you have an outstanding loan when you separate from service with Trinity Health and postpone the distribution of your Plan account balance, you must contact Transamerica at 800.394.5240 to make arrangements for continued loan repayments.

### **Default**

If you miss a loan payment during a calendar quarter, the loan is considered late. Unless the late payment is corrected in a timely manner, the remaining outstanding loan balance plus accrued interest will be reported as a taxable "deemed" distribution to you.

A missed payment can be made up by remitting the missed payment to Transamerica. To correct a missed loan payment, the payment must be received by Transamerica prior to the last day of the quarter following the quarter in which the payment was missed. Please contact your local Transamerica retirement planning consultant or call Transamerica at 800.394.5240 for additional information regarding correcting missed loan payments.

If a missed payment is not received by the last day of the quarter following the quarter in which the payment was due, the loan will be in default and you will receive a Form 1099R from Transamerica. The 1099R will report the amount of the principal outstanding, plus accrued interest through the date of default, as taxable income to you and to the IRS. You will need to include this amount in your taxable income when you file your tax return for that year. The Plan will continue to carry the loan, for purposes of calculating the amount available for future loans, as a "defaulted loan" until you are entitled to take a distribution of your Plan account, such as on your termination of employment or retirement. You will be prohibited from taking out a new loan from the Plan after you have defaulted on a prior loan.



You will not be required to make loan payments during certain qualifying periods while on military leave. Your failure to make payments during a period of qualifying military leave will not cause you to default on a loan. Contact the Plan Administrator for more information if you are taking a military leave of absence.

### **CAN I WITHDRAW FUNDS FROM MY 403(B) PLAN ACCOUNT IF I SUFFER A FINANCIAL HARDSHIP?**

Hardship withdrawals are governed by tax law and the Plan provisions. Withdrawals will be permitted only in cases of immediate and significant financial need, where the funds are not readily available from other sources. You may take a hardship withdrawal from your Plan account balance attributable to pre-tax contributions, rollover contributions, and certain transfer contributions. The amount available for a hardship withdrawal generally excludes any of the investment earnings on these contributions. Only one hardship withdrawal request is permitted during any one Plan Year. If approved for a hardship withdrawal, your pre-tax contributions to the Plan (and any other Trinity Health retirement plan, if applicable) will be suspended for a period of six months.

Hardship distributions are allowed only for the following reasons:

- Payment of uninsured medical and hospital expenses incurred by you or your spouse, child or dependent, or your designated Beneficiary,
- Purchase of your principal residence (excluding mortgage payments),
- Prevention of eviction from or foreclosure on the mortgage of your principal residence,
- Paying post-secondary education expenses for up to the next 12 months for you or your spouse, child or dependent, or your designated Beneficiary,
- Payment of funeral or burial expenses for your deceased parent, spouse, child, other dependent, or designated Beneficiary, and
- Payment of expenses to repair damage to your principal residence resulting from a sudden, unexpected or unusual event, such as a flood, hurricane, tornado, or fire.

To qualify for a hardship distribution, you must make sure no other resources or funds are reasonably available and must first obtain all available distributions and all non-taxable loans, including loans available under all Trinity Health 403(b) or 401(k) plans.

A financial hardship distribution cannot exceed the amount required to meet the financial need created by the hardship, but may include monies necessary to pay federal, state, or local income tax and penalties resulting from the distribution. You should be aware that early withdrawals (prior to age 59½) are normally subject to a 10% IRS early distribution tax in addition to ordinary taxation. There is no exception for

hardship withdrawals. You can elect to have 10% income tax withheld from a hardship distribution to assist you with paying the taxes that you will owe on the amount withdrawn.

If you receive a financial hardship distribution and your pre-tax contributions to the Plan (and any other Trinity Health retirement plan, if applicable) are suspended, they will automatically be restarted at the end of the six month suspension period. If you do not want your contributions to restart, you will need to take steps to stop them at the end of the suspension period. Keep in mind that while your contributions are suspended, however, you will also be missing out on Matching Contributions. So, it is important to your future retirement security to restart contributions as soon as possible.

### **ARE THERE OTHER INSTANCES IN WHICH A WITHDRAWAL FROM MY 403(B) PLAN ACCOUNT IS PERMITTED?**

#### **Age 59½**

Upon the attainment of age 59½, one time per calendar quarter you may elect a distribution for any reason of all or a portion of your vested account balance. Such distributions are governed by tax law. The distribution is subject to normal income tax, but the 10% early distribution tax is not applicable.

#### **Qualified Reservist Distributions**

If you are a reservist in the United States' military and you are called to active duty for a period of more than 179 days, or an indefinite period, you are eligible to take a distribution of all or a portion of your pre-tax contributions. This distribution must be made during the period beginning with your call to duty and ending at the end of your active duty period. The distribution amount will be taxable income to you in the year of receipt, unless you elect to roll over this money. If you do not elect a rollover, the taxable portion of the distribution will be subject to mandatory 20% federal income tax withholding. However, the 10% early distribution tax for distributions before age 59½ will not apply.

#### **After-Tax Contributions**

You may elect to receive up to two withdrawals per calendar quarter from your after-tax contributions, if any. The minimum amount of any such withdrawal is \$100. The taxable portion of any such distribution is subject to normal income tax and the 10% early distribution tax may also be applicable.

### **WHEN CAN BENEFITS BE PAID?**

Your own contributions and vested Employer contributions are generally payable in the event of your death or termination from employment with Trinity Health (i.e., your termination from employment with your Employer and all Related Employers, whether or not they are participating Employers under this Plan). If you have a termination from employment with Trinity Health, you may contact Transamerica to discuss the

distribution of your Plan account balance. Your options about when to receive your benefits depend on the amount of your vested account balance:

- *\$1,000 or Less.* If the value of your vested account balance is \$1,000 or less when you terminate employment, you can elect to receive your vested account balance in a single lump sum payment or roll it over into an Individual Retirement Account/Annuity (“**IRA**”) or another retirement plan that accepts rollover contributions. If you do not make an affirmative election to have your vested account balance rolled-over to an IRA or another retirement plan, it will automatically be paid to you in a single lump sum without your consent.
- *Greater than \$1,000 but not more than \$5,000.* If the value of your vested account balance is greater than \$1,000 but is less than or equal to \$5,000 when you terminate employment and you do not have any outstanding Plan loan, you can elect to receive a single lump sum payment or to have it rolled over to an IRA provider or other retirement plan of your choice that will accept a rollover. If you do not make a timely payment election, your vested account will be rolled-over to an IRA provider chosen by the Plan Administrator for your benefit without your consent. If your vested account balance is automatically rolled into an IRA, it will be invested in a product designed to preserve the principal while providing a money market rate of return and preserving liquidity. The fees assessed against this newly established IRA by its provider will be withdrawn from your IRA account assets. The fees and expenses will be comparable to the fees and expenses charged by the IRA provider for other IRAs. You may transfer the funds in this automatic rollover IRA to another IRA or to another retirement plan that will accept such amounts at any time. If your vested account balance includes Transferred Roth Contributions, those amounts will be automatically rolled over into a Roth IRA that has the same features (described above) as a regular automatic rollover IRA. For additional information on the Plan’s automatic rollover rules, contact your local Transamerica retirement planning consultant or call Transamerica at 800.394.5240.
- *More than \$5,000.* If the value of your vested account balance is more than \$5,000 or if you have an outstanding Plan loan, you may, but are not required to, elect a distribution of your account balance in one of the forms described in this SPD. You can request the forms required for a distribution by contacting Transamerica.

Under federal tax law, you are required to start receiving at least a partial distribution from your account by April 1<sup>st</sup> of the year following the later of the year you terminate employment with Trinity Health or the year you attain age 70½. If you do not start payments before that time, you will be contacted to begin distributions in accordance with these legal requirements.

- If you are serving in the uniformed services of the United States military, you are eligible to receive a distribution from your Plan account. If you return to employment with the Employer, after taking a military service distribution, you cannot make pre-tax contributions or catch-up contributions to the Plan for a period of six months after the date of your distribution.

## **WHAT ARE THE BENEFIT PAYMENT OPTIONS?**

If the value of your vested account is \$5,000 or less, the only payment option is a single lump sum. If the value of your vested account is more than \$5,000, then you may choose one of the following options:

- A single lump sum payable to you.

- Installment payments – substantially equal annual, semi-annual, quarterly or monthly installment payments over a specified number of years. The number of years you select cannot exceed your life expectancy at the time payments begin, or the combined life expectancies of you and your spouse or other designated Beneficiary.
- A single lump sum payable as a direct rollover to another qualified retirement plan or IRA (including a Roth IRA).
- A series of partial lump sum distributions of at least \$500. Only one partial lump sum distribution is permitted each calendar quarter, but you can request the payment of the remaining balance of your vested account in a single sum at any time.

### **Death Benefits**

If the value of your vested Plan account balance is \$5,000 or less, it will be paid to your Beneficiary in a single lump sum as soon as practicable after your death. If your Beneficiary does not elect whether to receive the payment in cash or to roll it over to an IRA, it will be automatically rolled over to an IRA, as described above. In general, if the value of your vested Plan account balance is more than \$5,000, it may be paid to your Beneficiary in one of the following forms, as elected by you prior to your death:

- A single lump sum,
- Installment payments over a specified number of years not to exceed the life or life expectancy of your spouse or other designated Beneficiary,
- Direct rollover to another qualified plan or IRA (including a Roth IRA); if your Beneficiary is not your spouse, a direct rollover may be made only to an IRA that is established on behalf of the designated Beneficiary and that will be treated as an “inherited IRA,” or
- A series of partial lump sum distributions of at least \$500. Only one partial lump sum distribution is permitted each calendar quarter.

If you do not elect a method of payment prior to your death, your Beneficiary may select the method of payment. If you die after distribution of your account has begun, the remaining portion of the account will continue to be distributed at least as rapidly as under the method of distribution being used prior to your death.

### **WHAT IF A CLAIM FOR BENEFIT PAYMENTS IS DENIED?**

The Plan Administrator (or its delegate) is responsible for determining the amounts payable from the Plan and advising each participant or Beneficiary of those amounts. The Plan Administrator (or its delegate) will either approve your application for benefits or explain why your claim is being denied (by referring to specific Plan provisions) and how applications are reviewed. If you disagree with a decision, you or your authorized representative may ask for a review by submitting a written request to the Plan Administrator.

Your request should include the issues and comments you feel are important. You also may review pertinent documents if you wish.

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 you knew or should have known that a claim existed. Claims made after these dates will be denied as not timely.

#### **HOW ARE FORFEITURES ALLOCATED?**

Forfeitures may occur when a participant who is not vested in Matching Contributions, Employer Core Contributions or Transition Contributions terminates employment. Any non-vested Matching Contributions will generally be forfeited if a terminated colleague takes a distribution of vested account amounts or, if vested funds are not distributed, after five Plan Years elapse without becoming re-employed. Employer Core Contributions and Transition Contributions will generally be forfeited after five Plan Years elapse without the colleague becoming re-employed. Forfeited amounts are applied to reduce Matching Contributions, Employer Core Contributions and Transition Contributions, respectively, or to pay administrative expenses of the Plan, as determined by the Plan Administrator.

#### **CAN AMOUNTS ACCUMULATED UNDER THIS 403(B) PLAN BE TRANSFERRED TO ANOTHER PLAN?**

Yes, if your employment with Trinity Health terminates, your vested Plan account balance can be directly rolled over to another employer's qualified retirement plan, 403(b) plan or certain governmental 457(b) plans (if the plan you select accepts rollovers) or to an IRA (including a Roth IRA). This procedure would avoid the 10% early distribution penalty that may apply as well as current income taxation of the amount transferred (including the 20% mandatory withholding tax).

#### **WHAT HAPPENS TO MY 403(B) PLAN ACCOUNT IF I LEAVE FOR MILITARY DUTY?**

If you are on a leave of absence for your military duty and return to employment with a participating Employer within the prescribed period of time, you may make any pre-tax contributions to the Plan that you would have made had you been working for a participating Employer during your military leave. Such contributions will be based on the Compensation you would have received from a participating Employer if you were not on military duty. If this amount of Compensation is not reasonably determinable, Compensation will be based on the average rate of Compensation you received from your participating Employer during the 12 months before your military duty began (or, if you were employed less than 12 months before your military duty began, the average rate of Compensation you received from your participating Employer during that period of employment). If you decide to make up pre-tax contributions to your account and your Employer made Matching Contributions to participants' Plan accounts while you

were on military duty, upon your timely return to employment with your Employer, your Employer will credit your Plan account with the appropriate Matching Contributions. If your Employer made any Employer Core Contributions or any other type of Employer non-elective contribution while you were on military duty, upon your timely return to employment with your Employer, your Employer will credit your Plan account with the appropriate Employer Core Contributions and any other non-elective contributions you would have received during the period of military leave. In addition, if you leave employment with the Employer for military duty and you die on or after January 1, 2007 while performing qualified military service, your Plan account balance will become 100% vested.

### **WHAT HAPPENS TO THE MONEY IN THE 403(B) PLAN?**

Subject to your investment direction, the funds in the Plan are invested in the investment options described on the Retirement Program website at <https://retirementprogram.trinity-health.org>.

### **WHO CONTROLS THE INVESTMENTS OF THE 403(B) PLAN?**

You may direct the investment of your account by contacting your local Transamerica retirement planning consultant, calling Transamerica at 800.394.5240, or logging onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. When you direct the investment of your account, your interest in the Plan assets will then be segregated into a separate account, and you may direct the custodian of the Plan assets to invest your account in any of the investment options offered under the Plan. Your investment directions must follow the Plan's procedures as in effect from time to time. In general, the following procedures will apply:

1. Transamerica representatives assigned to the Plan will be responsible for providing information to participants concerning the Plan's investment direction feature.
2. You may direct future investments in your account on a daily basis by calling Transamerica at 800.394.5240 or logging onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. Transfers of existing assets among the investment options may also generally be made on a daily basis. Note that there may be restrictions associated with moving funds between certain similar investments. If any restrictions apply, you will be notified.
3. Direct stock investments are not allowed.
4. You should receive the following information from your Transamerica representative:
  - a) A description of the investment alternatives available under the Plan and, with respect to each investment alternative, a general description of the investment objectives and risk and return characteristics of each alternative, including information relating to the type and

diversification of assets comprising the portfolio of the designated investment alternative. If an investment option has a prospectus, you will be provided a copy when you first make an investment in that option.

- b) A description of any transaction fees and expenses that affect your account balance in connection with purchases or sales of interests in investment alternatives.
- c) Voting, tender, and similar rights are passed through to you under the terms of the Plan. Consequently, subsequent to your investment in an investment alternative, you will receive any materials provided to the Plan relating to the exercise of voting, tender, or similar rights that are incidental to the holding of the investment, as well as a description of or reference to Plan provisions relating to the exercise of voting, tender, or similar rights.

The Plan Administrator has the right to change the service provider and investment options available under the Plan at any time. Also, as noted earlier in this SPD, if you fail to make any investment selections, your account will be invested in the Vanguard Target Retirement fund appropriate for your age.

#### **ARE THERE ANY 403(B) PLAN FEES?**

A quarterly fee for administrative expenses of \$10.25 (\$41 annually) will be assessed to your account. In addition, the fund options have investment management fees. These fees vary by fund and are available in the fund's prospectus. Also, depending on the funds that your account is invested in, you may receive a credit to your account based on revenue sharing agreements with eligible funds. Information about fees and expenses can be found on the Retirement Program website at <https://retirementprogram.trinity-health.org>.

The Investment Subcommittee of the Stewardship Committee of the Board of Directors of Trinity Health Corporation monitors the fund options and fees on a quarterly basis in accordance with the Plan's Investment Policy Statement and makes necessary changes. In addition, if you elect the PCRA option for the investment of your account, you will pay a flat annual account fee. Further, a distribution and withdrawal fee of \$25 per transaction applies to each distribution and hardship withdrawal and a loan fee will apply if you obtain a loan from the Plan. The fees may change from time to time and you will be notified of any change in a fee that is applicable to you.

## **Plan Legal Information**

### **WHAT HAPPENS TO MY 403(B) PLAN ACCOUNT BALANCE IN THE EVENT I GET DIVORCED AND PART OF THE SETTLEMENT INCLUDES A QUALIFIED DOMESTIC RELATIONS ORDER?**

If you are divorced, the court may enter a Qualified Domestic Relations Order (QDRO). QDROs specify that a part of your retirement 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. All distributions to alternate payees shall be in the form of a single lump sum payment. You will be notified if the Plan Administrator receives a QDRO and what affect the QDRO has on your Plan account balance. You may obtain a copy of the Plan's procedures governing QDRO determinations from the Plan Administrator without charge. Model QDRO forms are available.

### **CAN THE 403(B) PLAN BE AMENDED OR TERMINATED?**

Participation in the Plan is not a guarantee of continued employment with Trinity Health, 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, suspend, or terminate the Plan at any time. If the Plan is wholly or partially terminated, the participants affected will become fully vested in the benefits they earned as of the date of Plan termination and distributions will be made in accordance with provisions of the Plan.

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 an HR Office representative, for instance. If you believe that you have received information that is contrary to the terms of either 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.

### **WHAT HAPPENS TO MY 403(B) PLAN BENEFIT IN A MERGER, CONSOLIDATION, OR TRANSFER?**

If the Plan is merged or consolidated with another plan, or your account balance is transferred to another plan, your retirement benefit under that other plan will be equal to at least the amount to which you would be entitled if the Plan had been terminated just before the change.



**IS THERE A MAXIMUM 403(B) PLAN BENEFIT?**

Your benefit from the Plan will equal the vested amount accumulated in your account under the Plan. There is no cap on how large your account may be. However, the Code limits the maximum annual contributions to the Plan in a single Plan Year and the Compensation that may be considered under the Plan in a single year (for benefits based on a percentage of Compensation). If these maximums affect you, you'll be notified.

**IS THE PLAN SUBJECT TO ERISA?**

No, because Trinity Health is affiliated with the Catholic Church and sponsored by Catholic Health Ministries, the Plan is exempt from the requirements of ERISA (a federal law governing private retirement plans) as a "church" plan.

**DOES THE FEDERAL GOVERNMENT INSURE MY 403(B) PLAN BENEFITS?**

The benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation because the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) dealing with plan termination insurance do not apply to this type of plan.

## **Important Plan Information**

Trinity Health 403(b) Retirement Savings Plan

Plan Number: 011

Employer Identification Number: 35-1443425

Plan Year is the same as calendar year, January 1 – December 31

■ **Plan Administrator**

Trinity Health Benefits Committee  
Attn: Kim Cooley  
20555 Victor Parkway  
Livonia, MI 48152  
800.793.4733  
734.343.5448 (facsimile)  
[Email: kim.cooley@trinity-health.org](mailto:kim.cooley@trinity-health.org)

■ **Custodian of 403(b) Plan Assets**

State Street Bank and Trust Company  
200 Claredon Road  
Boston, MA 02116-5021

■ **Service Provider**

Transamerica  
c/o Trinity Health Retirement Savings Plan  
440 Mamaroneck Avenue  
Harrison, NY 10528  
800.394.5240

Type of Plan: Defined Contribution

### **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.

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of Mercy Health Partners, Hackley Campus, who are members of the Service Employees International Union Healthcare Michigan (Hackley Technical Unit)**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
None	None

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of Mercy Suburban Hospital (Mercy Health System of Southeastern Pennsylvania) who are members of the Pennsylvania Association of Staff Nurses and Allied Professionals - SGNA/PASNAP (20SUN, 20 SUNELIG and 20 SUNFS) – hired prior to or transferred into the union before January 1, 2015**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
<p>50% of pre-tax contributions up to 6% of Compensation; effective January 1, 2015, 60% of pre-tax contributions up to 6% of Compensation for a Plan Year if have at least 15 Years of Benefit Service as of the last day of the prior Plan Year.</p> <p>A participant covered by this supplement is eligible to receive Matching Contributions for a Plan Year if he/she is budgeted/scheduled to work at least 1,040 Hours of Service for Mercy Suburban Hospital during the Plan Year or is credited with at least 1,000 Hours of Service during the Plan Year. Whether a participant is budgeted/scheduled to work at least 1,040 Hours of Service during a Plan Year is determined at the beginning of the Plan Year based on the participant’s highest budgeted hours from an Employer for that Plan Year.</p>	<p>None</p>

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of Mercy Suburban Hospital (Mercy Health System of Southeastern Pennsylvania) who are members of the Pennsylvania Association of Staff Nurses and Allied Professionals - SGNA/PASNAP (20SUN, 20 SUNELIG and 20 SUNFS) – hired or transferred into the union on or after January 1, 2015**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>	
<p>50% of pre-tax contributions up to 6% of Compensation; 60% of pre-tax contributions up to 6% of Compensation for a Plan Year if have at least 15 Years of Benefit Service as of the last day of the prior Plan Year.</p> <p>A participant covered by this supplement is eligible to receive Matching Contributions for a Plan Year if he/she is budgeted/scheduled to work at least 1,040 Hours of Service for Mercy Suburban Hospital during the Plan Year or is credited with at least 1,000 Hours of Service during the Plan Year. Whether a participant is budgeted/scheduled to work at least 1,040 Hours of Service during a Plan Year is determined at the beginning of the Plan Year, or the first payroll following the participant's date of hire in the participant's first year worked, based on the participant's highest budgeted hours from an Employer for that Plan Year.</p>	<p>Years of <u>Benefit Service</u></p> <p>Less than 6</p> <p>6 but less than 21</p> <p>21+</p>	<p>Percentage of <u>Compensation</u></p> <p>.5%</p> <p>1.0%</p> <p>1.5%</p>

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of Mercy Fitzgerald Hospital (Mercy Health System of Southeastern Pennsylvania) who are members of the Pennsylvania Association of Staff Nurses and Allied Professionals - - Fitzgerald Union Nurses (20FUN), Fitzgerald Union Nurses Elig (20FUNELIG), Fitzgerald Union Nurses – Fair Share (20FUNFS) – new hires and transfers into the union on and after 1/1/2014 and case coordinators (who did not make a one-time election to continue to participate in the defined benefit plan)**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>	
<p>50% of pre-tax contributions up to 6% of Compensation; 60% of pre-tax contributions up to 6% of Compensation for a Plan Year if have at least 15 Years of Benefit Service as of the last day of the prior Plan Year.</p> <p>A participant covered by this supplement is eligible to receive Matching Contributions for a Plan Year if he/she is budgeted/scheduled to work at least 1,040 Hours of Service for Mercy Fitzgerald Hospital during the Plan Year or is credited with at least 1,000 Hours of Service during the Plan Year. Whether a participant is budgeted/scheduled to work at least 1,040 Hours of Service during a Plan Year is determined at the beginning of the Plan Year, or the first payroll following the participant's date of hire in the participant's first year worked, based on the participant's highest budgeted hours from an Employer for that Plan Year.</p>	<p><u>Years of Benefit Service</u></p> <p>Less than 6 6 but less than 21 21+</p>	<p><u>Percentage of Compensation</u></p> <p>.5% 1.0% 1.5%</p>

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of Mercy Fitzgerald Hospital (Mercy Health System of Southeastern Pennsylvania) who are members of the Pennsylvania Association of Staff Nurses and Allied Professionals - - Fitzgerald Union Nurses (20FUN), Fitzgerald Union Nurses Elig (20FUNELIG), Fitzgerald Union Nurses – Fair Share (20FUNFS) – hired prior to or transferred into the union prior to 1/1/2014**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
<p>50% of pre-tax contributions up to 6% of Compensation; 60% of pre-tax contributions up to 6% of Compensation for a Plan Year if have at least 15 Years of Benefit Service as of the last day of the prior Plan Year.</p> <p>A participant covered by this supplement is eligible to receive Matching Contributions for a Plan Year if he/she is budgeted/scheduled to work at least 1,040 Hours of Service for Mercy Fitzgerald Hospital during the Plan Year or is credited with at least 1,000 Hours of Service during the Plan Year. Whether a participant is budgeted/scheduled to work at least 1,040 Hours of Service during a Plan Year is determined at the beginning of the Plan Year based on the participant's highest budgeted hours from an Employer for that Plan Year.</p>	None

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of St. Michael's Medical Center who are members of District 1199J Guild**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
None	None



**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of St. Michael's Medical Center who are members of District 1199J Service**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
None	None

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of St. Michael's Medical Center who are members of Comm. on Interns & Residents**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
None	None

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of St. Michael's Medical Center who are members of JNESO RN's**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
None	None

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of St. Michael's Medical Center who are members of JNESO TECH's**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
None	None

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Colleagues of Saint Mary Home (Mercy Community Health) who are members of SEIU Local 1199**

<b>Employer Matching Contributions</b>	<b>Employer Core Contribution</b>
None	None

## **Trinity Health 403(b) Retirement Savings Plan**

### **Summary Plan Description Supplement**

#### **Transition Contributions for Catholic Health East – System Office**

1. Eligibility. If you are a Covered Colleague of Catholic Health East – System Office who was hired prior to July 1, 2010, you are eligible for a Transition Contribution if you are not (a) classified as a temporary colleague or in a category of colleagues excluded from eligibility for Matching Contributions or Employer Core Contributions under the Plan (or the CHE Plan prior to December 31, 2014), (b) a person whose terms and conditions of employment are determined through collective bargaining, unless the collective bargaining agreement provides for the eligibility of such person to receive a Transition Contribution, (c) a non-resident alien with no U.S. source income from the Employer, (d) a leased employee, or (e) an independent contractor or any other person who is not treated by the Employer as an employee for purposes of withholding federal employment taxes, regardless of any contrary governmental or judicial determination relating to such employment status or tax withholding. You must be credited with at least 1,000 Hours of Service during a Plan Year in order to receive a Transition Contribution for the Plan Year.
2. Contribution. If you are eligible for a Transition Contribution for a Plan Year, the Transition Contribution is 1% of your Compensation for the Plan Year. The Transition Contribution will be calculated and paid to the Plan at the same time as Employer Core Contributions.
3. Transition Period. The Transition Contribution will be made only for the Plan Year beginning January 1, 2015.

**Trinity Health 403(b) Retirement Savings Plan**

**Summary Plan Description Supplement**

**Transition Contributions for St. Francis Health Care Services (Wilmington, Delaware)**

1. Eligibility. If you are a Covered Colleague of St. Francis Health Care Services (Wilmington, Delaware), you are eligible for a Transition Contribution if you satisfy the Points requirement set forth in Item 2, below, and you are not (a) classified as a temporary colleague or in a category of colleagues excluded from eligibility for Matching Contributions or Employer Core Contributions under the Plan (or the CHE Plan prior to December 31, 2014), (b) a person whose terms and conditions of employment are determined through collective bargaining, unless the collective bargaining agreement provides for the eligibility of such person to receive a Transition Contribution, (c) a non-resident alien with no U.S. source income from the Employer, (d) a leased employee, or (e) an independent contractor or any other person who is not treated by the Employer as an employee for purposes of withholding federal employment taxes, regardless of any contrary governmental or judicial determination relating to such employment status or tax withholding. You must be credited with at least 1,000 Hours of Service during a Plan Year in order to receive a Transition Contribution for the Plan Year.
2. Contribution. If you are eligible for a Transition Contribution for a Plan Year, the Transition Contribution is equal to your Compensation for the Plan Year multiplied by the applicable Contribution Percentage in the schedule below based on the sum of your whole age and Years of Benefit Service (“Points”) as of the end of the Plan Year:

<u>Points</u>	<u>Contribution Percentage</u>
65	1%
70	1.5%
80	2%

The Transition Contribution will be calculated and paid to the Plan at the same time as Employer Core Contributions.

3. Transition Period. The Transition Contribution will be made only for the Plan Year beginning January 1, 2015.

## Trinity Health 403(b) Retirement Savings Plan

### Summary Plan Description Supplement

#### Transition Contributions for Colleagues of Gottlieb Memorial Hospital or Gottlieb Community Health Services

1. Eligibility. If you are colleague of Gottlieb Memorial Hospital or Gottlieb Community Health Services, you are eligible for a Transition Contribution if you were a vested participant in the Gottlieb Memorial Hospital Employees Pension Plan (the “Gottlieb Plan”) as of December 31, 2012, you were actively accruing benefits under the Gottlieb Plan December 31, 2012, and your age (in years and fractional portions of a year (to 4 decimal points) based upon completed months) plus Benefit Service equaled at least 60 as of December 31, 2012. A contingent employee who was not actively working as of December 31, 2012, and who was terminated from employment as of a date prior to January 1, 2013, is not eligible for a Transition Contribution.
  - a. Actively Accruing. You were actively accruing benefits under the Gottlieb Plan as of December 31, 2012, if you were actively working and earning hours that were credited toward benefit service under the Gottlieb Plan or were on an approved leave of absence provided that you return to work in accordance with the approved leave and applicable leave policies of the Employer.
  - b. Benefit Service. For purposes of the Transition Contribution, Benefit Service includes service that counted as benefit accrual service under the Gottlieb Plan. In addition, if you were a direct transfer from a position covered under the Loyola University Medical Center Employees’ Retirement Plan (the “Loyola Plan”) at any time on or after January 1, 2009 and on or before December 31, 2012, you are credited with your benefit service as determined under the Loyola Plan for the limited purpose of determining your eligibility for a Transition Contribution.
2. Contribution. If you are eligible for a Transition Contribution for a Plan Year, the Transition Contribution is 3% of your Compensation for the applicable Plan Year. It will be allocated to your Plan account each payroll period during the Plan Year in an amount equal to 3% of your total Compensation from the Employer for the Plan Year minus any Transition Contribution already made to the Plan for you by the Employer for the Plan Year.
3. Transition Period. The Transition Contribution will be made only for Plan Years 2015 through 2017 for each eligible participant who is a Covered Colleague for any portion of such Plan Year(s).