

**SUMMARY PLAN DESCRIPTION**

**FOR THE**

**PRESBYTERIAN HOMES & SERVICES**

**EMPLOYEES' RETIREMENT SAVINGS**

**AND**

**INVESTMENT PLAN**

**A summary of the plan as prescribed by law.**

**October 2011**

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**PRESBYTERIAN HOMES & SERVICES**  
**EMPLOYEES' RETIREMENT SAVINGS AND INVESTMENT PLAN**

**INTRODUCTION**

We all look forward to retirement . . . a time when we can relax and do some of those things that we have been postponing. To help provide financial security during your retirement years, Presbyterian Homes & Services ("PHS") provides a retirement plan that is an important part of your employee benefits package.

This Summary Plan Description outlines provisions of your retirement plan and explains your rights as a participant. We suggest that you read it carefully and keep it as a reference.

Official documents governing these benefits are available for your review during normal working hours in PHS's Human Resources office. Should there be a need for interpretation of any Plan benefit provision, the Plan document will take precedence over this Summary.

**GENERAL INFORMATION**

***Plan Name***

Your retirement plan is known as, and is reported to the government as, the Presbyterian Homes & Services Retirement Savings and Investment Plan.

The effective date of the Plan is October 1, 1984. The Plan has been restated in its entirety effective October 1, 2011.

***Plan Sponsor and Employer***

This Plan is provided and sponsored by PHS, whose principal office address and telephone number are:

2845 Hamline Avenue North  
Roseville, MN 55113-7127

(651) 631-6100

***Employer Identification Number***

The Employer identification number for PHS is 41-0758756

***Number Assigned to this Plan by the Plan Sponsor***

The number assigned to this Plan by the plan sponsor is 006.

### ***Plan Administration***

The Plan Administrator is PHS. The Plan Administrator is responsible for maintaining records on participants, determining eligibility for benefits, and interpreting and administering the provisions of the Plan. You can contact the Plan Administrator at the address listed above if you have questions or requests regarding the Plan.

The Plan Administrator will conduct the administration of the Plan.

### ***Agent for Service of Legal Process***

The Plan Sponsor and Plan Administrator are the agents for service of legal process. Legal papers requiring action by the Plan Administrator should be presented to PHS at the address indicated above.

### ***Plan Trustee***

The following individual has the overall responsibility for managing the Plan assets:

Karen McKenna  
Executive Director, Human Resources  
Presbyterian Homes & Services  
2845 Hamline Avenue North  
Roseville, MN 55113-7127  
(651) 631-6185

### ***Description of Plan***

By general definition, this Plan is known as a money purchase pension plan. Your benefit from this Plan will be based on the value of the vested portion of your individual account.

### ***Tax Deferred Annuity Plan***

The Tax Deferred Annuity Plan referred to in this Summary Plan Description is the Code Section 403(b) tax deferred annuity plan maintained by PHS.

### ***Plan Year***

The Plan Year begins on January 1 and ends on December 31.

### ***Type of Administration and Funding***

A group annuity contract issued by an insurance company is the funding medium used for the accumulation of assets from which benefits are paid. Earnings (gains and/or losses), charges, and expenses will be treated as provided in the contract. The Plan Administrator can supply a complete description of the contract.

### ***Direction of Investment***

You may direct the investments of your account among alternative investment funds provided under the Plan. The investment funds available to you and the procedures for making an election are shown in a separate Investment Election Form that can be obtained from the Plan Administrator. You may change your investment selection and move monies from one fund to another in accordance with the rules established by the Plan Administrator.

## **IMPORTANT INFORMATION**

### ***Amendment of the Plan***

PHS has the right to amend the Plan at any time. However, no amendment to the Plan will decrease your individual account balance or authorize Plan assets to be used for any purpose other than for the exclusive benefit of you or your beneficiaries.

### ***Termination of the Plan***

It is the intention of PHS that this Plan continue indefinitely, but if changes in business conditions require it, PHS has reserved the right to terminate the Plan upon written notice delivered to the Plan Administrator.

The Plan will automatically terminate upon the following events:

- (A) bankruptcy of PHS,
- (B) general assignment of the assets of PHS,
- (C) dissolution of the business of PHS.

In case of termination of the Plan, you will be 100% vested in your individual account.

In case of termination of the Plan, amounts forfeited which have not been used to reduce future Employer contributions will be allocated on a pro rata basis to each participant with Compensation on the effective date of the Plan termination, unless otherwise directed by PHS.

Subject to the joint and survivor annuity requirements, the amount in your individual account may be applied to purchase an immediate annuity or it may be paid to you in cash. Under the terms of the group annuity contract used to fund the Plan, a lump sum cash payment, if available, may be less than the full amount of your individual account.

### ***Pension Guarantee***

Under this type of plan, the Pension Benefit Guaranty Corporation, a Federal agency that insures certain types of benefits, provides no coverage. The law does not provide for plan termination insurance for a money purchase pension plan.

### ***Notice of Possible Conflict***

Although we have attempted to avoid any conflicts between the actual terms of the Plan and this Summary Plan Description, it is understood that in the event of any conflict, the terms of the Plan must prevail. A copy of your Plan is on file at PHS's Employer's office. The Plan will be made available to you, your beneficiaries, or your legal representatives to read at any reasonable time.

### ***Caution***

This summary contains a general description of the principal provisions of the Plan as in effect on October 1, 2011. The Plan document as adopted by PHS is the only legally governing instrument. This summary is not a part of the Plan and does not modify it or serve as an agreed interpretation of any provision of the Plan. The summary explains some of the usual circumstances applicable to many of the participants and employees, but does not cover unusual circumstances.

You should not rely on this Summary Plan Description as creating any legal rights. Any rights that you may have under the Plan are created solely by the written Plan document which PHS has adopted and which you may examine upon request. This Summary Plan Description is only a summary and any differences between this summary and the Plan document will be decided in favor of the Plan document and not by this summary.

## **ELIGIBILITY AND SERVICE**

### ***Eligibility for Participation***

All employees are eligible to participate in the Plan. You will become a participant in the Plan when you have completed one (1) Year of Service and have reached the age of 21.

Your participation will begin on January 1 or July 1 coinciding with or immediately following your fulfillment of the requirements. You will be contacted by the Plan Administrator about participation when you meet the eligibility requirements.

If you satisfy the Plan's eligibility requirements by reason of recognition of Hours of Service with a predecessor employer, you shall become a Participant as of the day the Plan credits service with the predecessor employer, or, if later, the date you would have entered the Plan had the Hours of Service with the predecessor employer been service with PHS.

If you terminate employment with your Employer, you will resume participation in the Plan upon your reemployment by your Employer.

## ***Year of Service***

A Year of Service means a 12-consecutive-month period during which you complete 1,000 or more Hours of Service.

For eligibility purposes, the initial computation period is the 12-consecutive-month period beginning on your date of employment. The succeeding 12-consecutive-month periods begin with the first Plan Year, which begins prior to the first anniversary of your date of employment, regardless of whether you are entitled to be credited with 1,000 Hours of Service in the initial computation period. If you are credited with 1,000 Hours of Service in both the initial computation period and the first Plan Year that begins prior to the first anniversary of your initial computation period, you will be credited with 2 Years of Service for purposes of eligibility.

For vesting purposes, the computation period is the Plan Year (January 1 through December 31).

## ***Hour of Service***

An Hour of Service is each hour for which you are paid, or entitled to be paid, including a period of time when you perform no duties due to vacation, holidays, illness, incapacity (including disability), lay-off, jury duty, military duty, or leave of absence.

Effective January 1, 1992, Hours of Service performed for Twin Birch Health Center and Lakeshore Village will be counted as Hours of Service under this Plan.

Effective September 1, 2001, Hours of Service performed for Presbyterian Homes of Wisconsin will be counted as Hours of Service under this Plan.

Effective January 17, 2003, Hours of Service performed for Castle Ridge Care Center, Inc. will be counted as Hours of Service under this Plan.

Effective October 15, 2004, Hours of Service performed for Plymouth Senior Housing, LLC dba Regent at Plymouth will be counted as Hours of Service under this Plan.

Effective June 1, 2005, Hours of Service performed for Croixdale will be counted as Hours of Service under this Plan.

Effective November 1, 2005, Hours of Service performed for Williamsburg Care Center will be counted as Hours of Service under this Plan.

Effective January 1, 2006, Hours of Service performed for Senior Housing Partners, LLC, Center Park Senior Apartments, Inc. dba Maranatha Place and Maranatha Conservative Baptist Home dba Maranatha Care Center will be counted as Hours of Service under this Plan.

Effective June 1, 2008, Hours of Service performed for Deerfield Care Center, LLC will be counted as Hours of Service under this Plan.

Effective September 28, 2008, Hours of Service performed for Grandview Christian Ministries and PHS/Cambridge Care Center, LLC will be counted as Hours of Service under this Plan.

Effective April 1, 2011, if you were previously employed by Hutchinson Area Health Care dba Burns Manor Nursing Home on March 31, 2011, and on April 1, 2011, you become an employee of Presbyterian Homes & Services, your Hours of Service performed for Hutchinson Area Health Care dba Burns Manor Nursing Home will be counted as Hours of Service under this Plan.

Effective October 1, 2011, if you were previously employed for Sisters of St. Joseph of Carondelet, St. Paul Province, were actively working at The Bethany Convent on September 30, 2011, and become an employee of Presbyterian Homes & Services on October 1, 2011, your service with Sisters of St. Joseph of Carondelet, St. Paul Province will be counted under this Plan for purposes of both eligibility and vesting.

### ***Break in Service***

You will incur a Break in Service if you do not complete more than 500 Hours of Service in a 12-consecutive-month period. In determining whether a Break in Service has occurred, you will receive credit for the Hours of Service with which you would have been credited but for such absence if you are absent from work for maternity, paternity, or Family & Medical Leave Act of 1993 reasons.

## **CONTRIBUTIONS**

### ***Employer Contributions***

For each Plan Year in which you authorize PHS to make a salary reduction contribution on your behalf under the Tax Deferred Annuity Plan equal to a stated percentage of your Compensation, PHS will make a matching contribution to the Retirement Savings and Investment Plan for that Plan Year equal to a stated percentage of your Compensation based on the following schedule:

<u>Your Length of Service with PHS</u>	<u>Your Contribution Percentage under Tax Deferred Annuity Plan</u>	<u>PHS's Matching Contribution under this Plan</u>
1 - 4 Years	1%	3%
5 - 11 Years	1%	3%
	2%	4%
12 or more Years	1%	3%
	2%	4%
	3%	5%

In determining your length of service with PHS, the first computation period is the 12-consecutive-month period beginning with your date of employment. The next and following 12-consecutive-month periods will begin with the first and following anniversaries of your date of employment. Employer matching contributions will be determined on a payroll period basis.

Example 1: If your Compensation for the payroll period is \$1,500 and you have 3 years of service with PHS, if you make a salary reduction contribution under the Tax Deferred Annuity Plan equal to 1% of your Compensation for the payroll period, PHS will make a matching contribution under the Retirement Savings and Investment Plan equal to 3% of your Compensation for the payroll period.

$$\$1,500 \times 1\% = \$15.00$$

Your contribution under the Tax Deferred Annuity Plan

$$\$1,500 \times 3\% = \$45.00$$

PHS's matching contribution under this Plan

Example 2: If your Compensation for the payroll period is \$1,500 and you have 7 years of service with PHS, if you make a salary reduction contribution under the Tax Deferred Annuity Plan equal to 1% of your Compensation for the payroll period, PHS will make a matching contribution under the Retirement Savings and Investment Plan equal to 3% of your Compensation for the payroll period.

$$\$1,500 \times 1\% = \$15.00$$

Your contribution under the Tax Deferred Annuity Plan

$$\$1,500 \times 3\% = \$45.00$$

PHS's matching contribution under this Plan

Example 3: If your Compensation for the payroll period is \$1,500 and you have 7 years of service with PHS, if you make a salary reduction contribution under the Tax Deferred Annuity Plan equal to 2% of your Compensation for the payroll period, PHS will make a matching contribution under the Retirement Savings and Investment Plan equal to 4% of your Compensation for the payroll period.

$$\$1,500 \times 2\% = \$30.00$$

Your contribution under the Tax Deferred Annuity Plan

$$\$1,500 \times 4\% = \$60.00$$

PHS's matching contribution under this Plan

Example 4: If your Compensation for the payroll period is \$1,500 and you have 15 years of service with PHS, if you make a salary reduction contribution under the Tax Deferred Annuity Plan equal to 1% of

your Compensation for the payroll period, PHS will make a matching contribution under the Retirement Savings and Investment Plan equal to 3% of your Compensation for the payroll period.

$$\$1,500 \times 1\% = \$15.00$$

Your contribution under the Tax Deferred Annuity Plan

$$\$1,500 \times 3\% = \$45.00$$

PHS's matching contribution under this Plan

Example 5:

If your Compensation for the payroll period is \$1,500 and you have service of 15 years of service with PHS, if you make a salary reduction contribution under the Tax Deferred Annuity Plan equal to 2% of your Compensation for the payroll period, PHS will make a matching contribution under the Retirement Savings and Investment Plan equal to 4% of your Compensation for the payroll period.

$$\$1,500 \times 2\% = \$30.00$$

Your contribution under the Tax Deferred Annuity Plan

$$\$1,500 \times 4\% = \$60.00$$

PHS's matching contribution under this Plan

Example 6:

If your Compensation for the payroll period is \$1,500 and you have 15 years of service with PHS, if you make a salary reduction contribution under the Tax Deferred Annuity Plan equal to 3% of your Compensation for the payroll period, PHS will make a matching contribution under the Retirement Savings and Investment Plan equal to 5% of your Compensation for the payroll period.

$$\$1,500 \times 3\% = \$45.00$$

Your contribution under the Tax Deferred Annuity Plan

$$\$1,500 \times 5\% = \$75.00$$

PHS's matching contribution under this Plan

### ***Allocation of Employer Contributions***

Employer contributions will be made for each Plan Year in which you complete 1,000 Hours of Service. However, in the Plan Year of your death, disability, or retirement, you will receive a contribution, regardless of whether 1,000 Hours of Service have been completed.

### ***Limitation on Contributions***

The total contributions that can be allocated to your participant account under the Plan for a Plan Year cannot exceed the lesser of \$49,000 (adjusted for cost-of-living increases in \$1,000 increments) or 100% of your Compensation.

In addition, if you are a highly compensated employee (generally owners or individuals receiving wages in excess of certain amounts established by law), a distribution of amounts attributable to certain excess contributions may be required to comply with the law. The Plan Administrator will notify you if a distribution is required.

### ***Rollovers***

The Plan will accept the following rollovers:

Participant Rollovers (eligible rollover distribution that you receive and rollover):

Rollovers from a qualified retirement plan described in Code Section 401(a) or 403(a), excluding after-tax employee contributions.

Rollovers from a tax deferred annuity contract described in Code Section 403(b), excluding after-tax employee contributions.

Rollovers from an eligible deferred compensation plan described in Code Section 457(b).

Rollovers from an IRA.

Direct Rollovers (plan to plan rollovers):

Rollovers from a qualified retirement plan described in Code Section 401(a) or 403(a), excluding after-tax employee contributions.

Rollovers from a tax deferred annuity plan described in Code Section 403(b), excluding after-tax employee contributions.

Rollovers from an eligible deferred compensation plan described in Code Section 457(b).

An employee may make rollovers to this Plan prior to meeting the eligibility requirements for Plan participation. Any amounts transferred will be accounted for separately in your individual account. You will be 100% vested in any rollover amounts, and these amounts will be paid to you as provided by the Plan.

### ***Contributions for Disability***

If you become totally disabled and submit a written claim, pursuant to PHS's group long term disability contract issued in conjunction with this Plan, the group long term

disability contract will make payments to the Plan on your behalf. The payments will be equal to the average of the contributions made by PHS on your behalf during the 12-consecutive-month period immediately preceding disability. The payments will be 100% vested and nonforfeitable. All other Employer contributions will become 100% vested. Contributions for disability will cease upon the earliest of your recovery, death, termination of employment, attainment of age 65, or the termination of the Plan. However, these contributions will not cease if you elect early retirement and elect a form of benefit other than a lump sum. If you elect early retirement and elect a form of benefit other than a lump sum, then you must elect the method by which you want to receive any continued long-term disability contributions to the Plan. You will be credited with 1,000 Hours of Service for each Plan Year in which you are covered under the group long term disability contract.

Effective January 1, 2011, PHS has elected to terminate the group long term disability contract issued in conjunction with this Plan. Effective January 1, 2011, no further participants will be eligible to receive a long term disability benefit.

### ***Compensation***

Compensation means 415 Safe Harbor Compensation which is defined as your earned income, wages, salaries, fees for professional services, and other amounts you receive, whether or not the amount is paid in cash, for personal services actually rendered in the course of your employment with PHS, to the extent these amounts are includible in your gross income. Compensation includes, but is not limited to, commissions paid, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances.

Compensation also includes contributions made pursuant to a salary reduction agreement that are not includible in your gross income under Internal Revenue Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), or 457. A salary reduction agreement is an arrangement in which you direct your Employer to withhold elective deferral contributions from your salary.

For your first year of participation in the Plan, your Compensation will be recognized as of the date you became a participant.

Compensation will include post-severance regular pay (such as regular pay, holiday pay, and other similar compensation) that is both:

- (A) paid to you by the later of:
  - (i) 2-1/2 months after the date you sever your employment; or
  - (ii) December 31 of the calendar year that you sever your employment;and
- (B) would have been paid to you if you had continued employment with your employer.

Compensation will also include any differential wage payments your Employer may pay while you are performing qualified military service.

The annual Compensation taken into account for determining all benefits provided under the Plan for any Plan Year will not exceed \$245,000 (adjusted for cost-of-living increases in \$5,000 increments).

## VESTING

### *Vesting Schedule*

If you terminate your employment with your Employer for any reason, you will be vested as set forth below:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 1	0%
1 but less than 2	10%
2 but less than 3	25%
3 but less than 4	50%
4 but less than 5	75%
5 or more	100%

All of your Years of Service not disregarded in (A) or (B) below will be counted to determine your vesting percentage.

- (A) If you are 0% vested and have 5 or more consecutive Breaks in Service, your prior Years of Service will not be counted to determine your vesting percentage of your Employer-derived account balance accruing either before or after the 5 or more consecutive Breaks in Service.
- (B) If you are partially vested and have 5 or more consecutive Breaks in Service, all Years of Service after such Breaks in Service will be disregarded for the purpose of vesting your Employer-derived account balance that accrued before such Breaks in Service. However, such prior Years of Service will be counted to determine the vesting percentage of your Employer-derived account balance accruing after such Breaks in Service.

If your termination of employment is because of your early retirement, you will be 100% vested. However, if you terminate employment prior to your early retirement, you will be vested pursuant to the vesting schedule set forth above.

If your termination of employment is a result of your death, you will be vested pursuant to the vesting schedule set forth above. During the Plan Year of your death, you will be credited with a Year of Service, regardless of whether 1,000 Hours of Service have been completed.

If you become disabled as described under the Disability Benefit section, you will become 100% vested in your individual participant account.

You will be 100% vested upon your attainment of the normal retirement age. However, if you terminate employment prior to your normal retirement age, you will be vested pursuant to the vesting schedule set forth above.

Effective January 1, 2006, each Participant who was a participant under the SIMPLE plan sponsored by Senior Housing Partners, LLC shall be 100% vested under the Plan.

Effective April 1, 2009, the Grandview Christian Home Retirement Savings Plan (Plan 004) was merged with the Presbyterian Homes & Services Employees' Retirement Savings and Investment Plan. The portion of your individual participant account attributable to assets merged from the Grandview Christian Home Retirement Savings Plan will be 100% vested under the Presbyterian Homes & Services Employees' Retirement Savings and Investment Plan.

## **BENEFITS**

### ***Retirement Benefit***

Your individual account will be payable to you beginning on the date of your early retirement, disability, normal retirement or on any later date you elect.

Generally, the law requires you to begin receiving benefits under the Plan on or before April 1st of the calendar year following the later of the calendar year in which you reach age 70-1/2 or the date that you retire. You are permitted to take installment payments to satisfy this distribution requirement. For further information regarding your benefits contact the Plan Administrator.

When you are about to retire, the Plan Administrator will explain the joint and survivor annuity to you in greater detail. You will be given the option of waiving the joint and survivor form of payment during the 180-day period before the annuity begins. However, your spouse must consent in writing to the waiver in the presence of a Plan representative or notary. Prior to receiving your benefit, you may revoke any waiver. The Plan Administrator will provide you with forms to make these elections.

You will have at least 30 days from the time you receive a written explanation of the terms and conditions of a joint and survivor annuity (including the optional survivor annuity) to make an election regarding the form of distribution. While you may elect, with your spouse's consent, to waive the 30-day waiting period, a distribution will not begin earlier than 7 days after you receive notification.

Because a spouse participates in these elections, you must immediately inform the Plan Administrator of any change in your marital status. You will automatically receive your benefit as indicated below, unless you elect otherwise.

Unmarried Participants: You will receive a life annuity. This means that your benefit payments will be made monthly, beginning on your retirement date and continuing for as long as you live.

Married Participants: You will receive a joint and survivor annuity. This means that your benefit payments will be made monthly beginning on your retirement date and continuing for as long as you live. Upon your death, 50% of the monthly benefit you have received will be continued to your spouse in the form of a monthly benefit for his or her lifetime.

In order to receive your benefit under a different option, you must make an election within the 180-day period ending on the date payment of your benefits is to begin.

### ***Optional Forms of Benefit***

If you and your spouse elect not to take a joint and survivor annuity, or if you are not married when your benefits are scheduled to begin, you may choose from one of the following methods of payment:

- (A) Purchase of an Annuity. Monthly payments are made to you pursuant to the form of annuity you purchase.
- (B) Lump Sum. A single lump sum payment is made to you in lieu of monthly payments.

### ***In-Service Distributions***

When you attain the Plan's normal retirement age, you are permitted to receive a distribution of all or a portion of your vested individual account. A distribution is permitted even if you have not terminated employment.

In addition, once you have attained age 59-1/2, you are permitted to receive a distribution of all or a portion of your individual account attributable to your rollover contributions.

### ***Normal Retirement Date***

Your normal retirement date is the first day of the month coinciding with or immediately following the day you reach normal retirement age and terminate employment.

Normal retirement age means age 65.

You may elect to postpone receiving your retirement benefits to a date after you reach your normal retirement date. If you do, you may elect to retire on the first day of any month thereafter, upon giving at least 45 days advance written notice to the Plan Administrator and to your Employer.

If you continue your employment after you reach your normal retirement age, you will be eligible to participate in the Plan and to accrue additional benefits until you actually retire.

### ***Early Retirement Date***

Your early retirement date is the first day of the month coinciding with or immediately following the date you reach age 55, complete 5 Years of Service, and terminate employment. You are entitled to retire on or after your early retirement date. You will receive a benefit equal to the amount that can be provided pursuant to the form of distribution purchased by the vested portion of your individual account.

If you terminate employment before satisfying the age requirement for early retirement, but after satisfying the service requirement, you will be entitled to an early retirement benefit once you have satisfied the age requirement.

You may elect to postpone receipt of your retirement benefits to a date after your early retirement date. If you do, you may elect to retire on the first day of any month thereafter, upon giving at least 45 days advance written notice to the Plan Administrator and to your Employer.

### ***Disability Benefit***

For purposes of this Plan you will be deemed to be disabled if you are receiving disability benefits under the federal Social Security Acts. Proof of such disability must be demonstrated by receipt of a letter from the Social Security Administration verifying your disability. If you are deemed to be disabled you will be eligible to receive a benefit equal to the amount that can be provided pursuant to the form of distribution purchased by the vested portion of your individual account.

### ***Death Benefit***

In the event of your death before retirement, your account will be vested as indicated in the Vesting section. The benefit paid to your beneficiary will begin not earlier than the first day of the month coinciding with or immediately following your death. This benefit may be paid pursuant to one of the forms of benefit outlined in the Optional Forms of Benefit section above.

### ***Qualified Preretirement Survivor Annuity***

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit. This designation will be in effect unless it is changed in writing on a form furnished to you by the Plan Administrator. HOWEVER, if you wish to designate a beneficiary other than your spouse, your spouse must consent to waive any rights to the death benefit and to the designation of the alternate beneficiary. Your spouse's consent must be in writing and witnessed by a Plan representative or a notary.

Provided no valid waiver is in effect, the death benefit payable to your spouse will be in the form of a qualified preretirement survivor annuity. Your spouse may elect to have such annuity payments begin immediately, to receive payment in a lump sum, or to receive payments pursuant to one of the forms of benefit described in the Optional Forms of Benefit section. The amount of the monthly payments will depend on your vested portion of your individual account at the time of your death.

If you are younger than age 35, you may elect to waive the qualified preretirement survivor annuity (with your spouse's consent), but such waiver is valid only for the period beginning on the date of such election and ending on the first day of the Plan Year in which you reach age 35. Such waiver will not be valid unless you receive a written explanation of the survivor annuity. Qualified preretirement survivor annuity coverage will be automatically reinstated as of the first day of the Plan Year in which you reach age 35. In order to continue the waiver of survivor annuity coverage, you must make a new election according to the following requirements.

If you have already reached age 35 or if you will reach such age during the Plan Year, you may waive the survivor annuity (with your spouse's consent), without the survivor annuity being automatically reinstated at a later date. The period during which you may elect to waive the survivor annuity begins as of the first day of the Plan Year in which you turn age 35 and ends when you die. Furthermore, the Plan Administrator must provide you with a detailed explanation of the survivor annuity during the period beginning on the first day of the Plan Year in which you will reach age 32 and ending at the time the actual election period begins (the first day of the Plan Year in which you turn age 35).

However, if:

- (A) your spouse has validly waived any right to the death benefit in the manner prescribed above, or
- (B) your spouse cannot be located, or
- (C) you are not married at the time of your death,

then your death benefit will be paid to the beneficiary of your own choosing pursuant to the Optional Forms of Benefit section. You may designate such beneficiary on a form to be supplied to you by the Plan Administrator.

Because your spouse participates in these elections and has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

### ***Benefit at Termination of Employment***

If you terminate employment with your Employer for any reason, you will be vested in a percentage of your individual account determined by the vesting schedule set forth in

the Vesting section. At termination of employment, the vested and nonvested portions of your individual account will be treated as follows:

- (A) If the vested portion of your individual account under this Plan is not greater than \$5,000, the vested portion will be distributed to you in a single lump sum payment, not earlier than the first day of the month coinciding with or immediately following your termination of employment, and any nonvested portion of your individual account will be treated as a forfeiture.

You may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights. If the amount of the distribution is more than \$1,000 and you do not elect either to receive the distribution or to roll over the distribution, then your distribution will be rolled over to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds, at any time and without cost, to any other IRA you choose.

- (B) If the vested portion of your individual account under this Plan is greater than \$5,000, that amount will be distributed to you pursuant to your choice of benefit as outlined in the Optional Forms of Benefit section, provided you and your spouse have made a qualified election to waive a qualified joint and survivor annuity. If you so elect, then any nonvested portion of your individual account will be treated as a forfeiture. If you do not so elect, then any nonvested portion of your individual account will be held in your individual account until you incur 5 consecutive Breaks in Service, at which time such nonvested portion will be forfeited.

The unvested portion of your individual account is a forfeiture and remains in the Plan to reduce future Employer contributions to the Plan.

If you terminate employment and are partially vested in your individual account, receive a distribution, and resume employment covered under the Plan, that portion of your individual account that was forfeited will be restored if you repay to the Plan the full amount of the distribution attributable to Employer contributions. The repayment must be made before the earlier of the date you incur 5 consecutive Breaks in Service following the date of distribution, or 5 years from the date of your reemployment with your Employer.

If you terminate employment and are 0% vested in your individual account, you are deemed to have received a distribution pursuant to the above paragraph and your entire

individual account will be immediately forfeited. If you resume employment before the date you incur 5 consecutive Breaks in Service, then, upon your reemployment, that portion of your individual account derived from Employer contributions that was forfeited will be restored in an amount equal to the amount forfeited.

### ***Loans***

Loans are not permitted under the Plan.

### ***Notice to Retired Participants or Beneficiaries***

Benefit payments presently being received by a retired participant or beneficiary will continue in the same amount and for the period provided in the mode of settlement selected at retirement, and will not be changed unless false or erroneous information was submitted on the participant's application for Plan membership or on any subsequent application for a form of retirement income. Under those circumstances, your benefit will be changed to reflect the correct information.

### ***Notice to Separated Participants with Vested Benefits***

On or after separation from service, a vested participant will be furnished a statement of the dollar amount of his vested benefit.

### ***Tax Treatment of a Distribution***

Whenever you receive a distribution from the Plan, it will normally be subject to income taxes. However, you may reduce or defer the tax due on your distribution through use of one of the following methods:

- (A) You may rollover all or a portion of your vested individual account to a traditional Individual Retirement Account (IRA), another qualified retirement plan, a 403(b) tax deferred annuity plan, or a governmental 457(b) deferred compensation plan. The plan must be willing to accept the rollover. The result of this rollover will be that no tax will be due on the portion rolled over until you begin withdrawing funds from the IRA, other qualified retirement plan, 403(b) plan, or governmental 457(b) plan. HOWEVER, the rollover must be made within 60 days after you receive the distribution. Most distributions from the Plan will be subject to mandatory Federal income tax withholding at a rate of 20%, including any amount you receive and roll over rather than having the amount transferred directly, as described below. This mandatory withholding will reduce the amount you actually receive.
- (B) You may request that all or a portion of your vested individual account be transferred directly to either a traditional IRA, another qualified retirement plan, a 403(b) tax deferred annuity plan, or a governmental 457(b) deferred compensation plan. Again, the plan must be willing to accept the transfer. This will avoid the 20% mandatory withholding described above.

The result of a direct transfer is that no tax will be due until you withdraw funds from the IRA, other qualified retirement plan, 403(b) plan, or governmental 457(b) plan.

If you elect to actually receive the distribution rather than directly transfer the distribution amount to a traditional IRA, another qualified retirement plan, 403(b) tax deferred annuity plan, or governmental 457(b) deferred compensation plan, then in most cases 20% of the distribution amount will be withheld for Federal income tax purposes. If you elect to have all or a portion of your vested individual account directly transferred, you and your spouse, if applicable, must make a qualified election as described in the Retirement Benefit section.

- (C) You may also request that all or a portion of your vested individual account be transferred to a Roth IRA. Please be advised that the entire amount transferred will be includible in your gross income. Please consult qualified tax counsel to see if this option is suitable for you.
- (D) A surviving spouse can rollover a distribution to an IRA, a qualified retirement plan, 403(b) tax deferred annuity plan, or governmental 457 deferred compensation plan. The plan must be willing to accept the transfer.
- (E) A nonspouse beneficiary can make a direct rollover to an inherited IRA.

Whenever you request a distribution, the Plan Administrator will deliver to you a more detailed explanation of these options. However, you should consult qualified tax counsel before making a choice.

## **MISCELLANEOUS**

### ***Top-Heavy Requirements***

A complicated set of rules and mathematical calculations set out in the Plan are used to determine whether the Plan is top-heavy. Basically, a top-heavy plan is one where more than 60% of the contributions or benefits have been allocated to "key employees." "Key employees" are generally employees or former employees who at any time during the Plan Year were an officer of the Employer having Compensation greater than \$160,000, a 5% owner, or a 1% owner. The Plan Administrator is responsible each year for determining whether the Plan is a top-heavy plan.

If the Plan becomes top-heavy in any year, then you may be entitled to certain minimum benefits, and special rules will apply. Among these top-heavy rules are the following:

- (A) Your Employer may be required to allocate a percentage of your Compensation to your individual account. The allocated percentage will be equal to the lesser of:

- (1) 3%, or
- (2) the largest percentage of your Employer's contributions and forfeitures, as a percentage of the first \$245,000 (adjusted for cost-of-living increases in \$5,000 increments) of the Key Employees' Compensation.

(B) If you are a participant in more than one plan maintained by your Employer, you may not be entitled to minimum benefits under both plans.

The Plan Administrator will advise you of your rights under the top-heavy plan rules if the Plan becomes top-heavy.

### ***Claims Procedures***

Benefits will be payable in accordance with the provisions of the Plan. Claims for benefits will be made in writing on forms available from the Plan Administrator. A claim is a request by you or your beneficiary for a benefit under the Plan and must be filed, either by the claimant or his authorized representative, with the Plan Administrator.

The Plan Administrator will normally make a decision on a claim for benefits under the Plan within 90 days of when the claim is filed. In some special cases, more than 90 days may be necessary. If a special situation exists, the Plan Administrator will notify the claimant and explain the reasons more time is needed. After giving the notice, the Plan Administrator may take up to another 90 days to make the decision. If a claim is denied, the claimant will receive a written explanation of the denial and may use the Plan rules for appealing denied claims.

A claimant or his representative may, within 90 days of receipt of the denial of a claim, appeal the denial and request a review of pertinent documents or submit issues and comments to the Plan Administrator by filing written notice of the appeal, request for documents, or comments. The Plan Administrator will conduct the review and decide on the appeal within 60 days after the request for review is made. In special cases, more time may be needed to make the decision on review. If the Plan Administrator notifies the claimant that there will be a delay and explains the reasons for needing more time, the Plan Administrator may have an additional 60 days to decide. The decision rendered by the Plan Administrator will be in writing, it will be clear and understandable, and it will include specific reasons with specific references to the pertinent Plan provisions on which the decision is based.

### ***Participant Rights***

As a participant in the Presbyterian Homes & Services Employees' Retirement Savings and Investment Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to:

- (A) Receive Information About Your Plan and Benefits: Examine, without charge, at the Plan Administrator's office and at other specified locations,

such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at your normal retirement age, and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

- (B) Prudent Actions by Plan Fiduciaries: In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.
- (C) Enforce Your Rights: If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay

court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- (D) Assistance with Your Questions: If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the U.S. Department of Labor, Employee Benefits Security Administration, Division of Technical Assistance & Inquiries, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration at (866) 444-3272.

### ***Quarterly Participant Statements***

Detailed statements regarding the value of your individual account will be provided to you each Plan quarter.

### ***Qualified Domestic Relations Order***

The Plan Administrator may be required by law to recognize obligations you incur as a result of a court order relating to child support, alimony, or marital property rights. The Plan Administrator must honor a qualified domestic relations order, which is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. If such an order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator will determine the validity of any domestic relations order he receives. Participants and beneficiaries can obtain, without charge, a copy of the procedures governing qualified domestic relations order (QDRO) determinations from the Plan Administrator.

### ***Plan Expenses***

Generally, your Employer will pay Plan expenses. However, the Plan does permit the payment of Plan expenses to be made from Plan assets. If the Employer does not pay these expenses, then the expenses paid using the Plan's assets will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are

100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether the Employer pays some of these expenses on behalf of current employees.

The Employer may, from time to time, change the manner in which expenses are allocated.

### ***FMLA and USERRA***

This Plan shall operate in compliance with the Family and Medical Leave Act of 1993 (FMLA) and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Should you have any questions regarding these benefits please contact the Plan Administrator.

### ***HEART***

Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART) are not provided under this Plan.

If you die while performing qualified military service, your survivors are entitled to benefits under the Plan as if you had terminated your employment on account of death. The Plan will credit your military service for vesting purposes as though you had resumed employment prior to your death.

**SUMMARY PLAN DESCRIPTION**  
**FOR THE**  
**PRESBYTERIAN HOMES & SERVICES**  
**TAX DEFERRED ANNUITY PLAN**

**A summary of the plan as prescribed by law.**

**June 2010**

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## **PRESBYTERIAN HOMES & SERVICES**

### **TAX DEFERRED ANNUITY PLAN**

#### **INTRODUCTION**

We all look forward to retirement . . . a time when we can relax and do some of those things that we have been postponing. To help provide financial security during your retirement years, Presbyterian Homes & Services (“PHS”) provides a tax deferred annuity plan that is an important part of your employee benefits package.

This Summary Plan Description outlines provisions of your tax deferred annuity plan and explains your rights as a participant. We suggest that you read it carefully and keep it as a reference.

Official documents governing these benefits are available for your review during normal working hours in your PHS's Human Resources office. Should there be a need for interpretation of any Plan benefit provision, the Plan document will take precedence over this Summary.

## **GENERAL INFORMATION**

### **Plan Name**

Your tax deferred annuity plan is known as, and is reported to the government as, the Presbyterian Homes & Services Tax Deferred Annuity Plan.

The effective date of the Plan is January 1, 1987. The Plan has been restated in its entirety effective January 1, 2010.

### **Plan Sponsor and Employer**

This Plan is provided and sponsored by PHS, whose principal office address and telephone number are:

2845 Hamline Avenue North  
Roseville, MN 55113-7127

(651) 631-6100

### **Employer Identification Number**

Your Employer identification number for PHS is 41-0758756.

### **Number Assigned to this Plan by the Plan Sponsor**

The number assigned to this Plan by the plan sponsor is 007.

### **Plan Administration**

The Plan Administrator is PHS. The Plan Administrator is responsible for maintaining records on participants, determining eligibility for benefits, and interpreting and administering the provisions of the Plan. You can contact the Plan Administrator at the address listed above if you have questions or requests regarding the Plan.

The administration of the Plan will be conducted by the Plan Administrator.

### **Agent for Service of Legal Process**

The Plan Sponsor and Plan Administrator are the agents for service of legal process. Legal papers requiring action by the Plan Administrator should be presented to your Employer at the address indicated above.

### **Description of Plan**

By general definition, this Plan is known as a tax deferred annuity plan. The principal tax benefit of such a plan is that you are permitted to exclude from gross income your contributions and to postpone the payment of income tax on those contributions until after you retire or until you withdraw those contributions.

### **Plan Year**

The Plan Year begins on January 1 and ends on December 31.

### **Type of Administration and Funding**

A tax deferred annuity contract issued by an insurance company is the funding medium used for the accumulation of assets from which benefits are paid. Earnings (gains and/or losses), charges, and expenses will be treated as provided in the contract. The Plan Administrator can supply a complete description of the contract.

### **Direction of Investment**

You may direct the investments of your account among alternative investment funds provided under the Plan. The investment funds available to you and the procedures for making an election are shown in a separate Investment Election Form that can be obtained from the Plan Administrator. You may change your investment selection and move monies from one fund to another in accordance with the rules established by the Plan Administrator.

## **IMPORTANT INFORMATION**

### **Amendment of the Plan**

PHS has the right to amend the Plan at any time. However, no amendment to the Plan will decrease your individual account balance or authorize Plan assets to be used for any purpose other than for the exclusive benefit of you or your beneficiaries.

### **Termination of the Plan**

It is the intention of PHS that this Plan continue indefinitely, but if changes in business conditions require it, PHS has reserved the right to terminate the Plan upon written notice delivered to the Plan Administrator. Any termination of the Plan shall not deprive you or your beneficiary of the amounts accumulated and fully vested under your individual account.

Subject to the joint and survivor annuity requirements, the amount in your individual account may be applied to purchase an immediate annuity or it may be paid to you in cash. Under the terms of the group annuity contract used to fund the Plan, a lump sum cash payment, if available, may be less than the full amount of your individual account.

### **Pension Guarantee**

Under this type of plan, no coverage is provided by the Pension Benefit Guaranty Corporation, a federal agency that insures certain types of benefits. The law does not provide for plan termination insurance for a tax deferred annuity plan.

### **Notice of Possible Conflict**

Although we have attempted to avoid any conflicts between the actual terms of the Plan and this Summary Plan Description, it is understood that in the event of any conflict, the terms of the Plan must prevail. A copy of your Plan is on file at PHS's Human Resources office. The Plan will be made available to you, your beneficiaries, or your legal representatives to read at any reasonable time.

### **Caution**

This summary contains a general description of the principal provisions of the Plan as in effect on July 1, 2010. The Plan document as adopted by PHS is the only legally governing instrument. This summary is not a part of the Plan and does not modify it or serve as an agreed interpretation of any provision of the Plan. The summary explains some of the usual circumstances applicable to many of the participants and employees, but does not cover unusual circumstances.

You should not rely on this Summary Plan Description as creating any legal rights. Any rights that you may have under the Plan are created solely by the written Plan document which PHS has adopted and which you may examine upon request. This Summary Plan Description is only a summary and any differences between this summary and the Plan document will be decided in favor of the Plan document and not by this summary.

## **ELIGIBILITY AND VESTING**

### **Eligibility for Participation**

All employees are eligible to participate in the Plan. You are eligible to begin participation on the later of your date of employment with the Employer or the effective date of the Plan.

### **Vesting**

All Elective Deferrals made under the Plan are 100% vested and nonforfeitable at all times.

## **CONTRIBUTIONS**

### **Elective Deferrals**

You may elect to defer a portion of your Compensation by completing a salary reduction agreement. If you complete a salary reduction agreement, PHS will contribute Elective Deferrals on your behalf, subject to the limitations set forth below.

An Elective Deferral is a portion of your Compensation that you direct PHS to contribute to the Plan on your behalf. Your Compensation will be reduced by this amount, and this amount will be deposited in your individual account. Elective Deferrals will not be subject to Federal income tax until received from the Plan. Earnings on your Elective Deferrals will accumulate income-tax deferred until your account is distributed. Your Elective Deferrals are subject to FICA taxes.

You may increase or decrease your Elective Deferral percentage by giving written notice to the Plan Administrator at the time and in the manner prescribed by the Plan Administrator.

You may suspend your Elective Deferrals at any time by giving 30 days advance written notice to the Plan Administrator.

### **Salary Reduction Agreement**

A salary reduction agreement is an arrangement in which you direct PHS to reduce your future Compensation and contribute the withheld amount to the Plan as an Elective Deferral. You may elect to change the Elective Deferrals made on your behalf by entering into a new salary reduction agreement with PHS, at the time and in the manner prescribed by the Plan Administrator.

Any such change would be effective on the later of:

- (A) the first day of the pay period beginning after the date you enter into the new salary reduction agreement with PHS, or
- (B) the date specified in the new salary reduction agreement.

### **Elective Deferral Limitations**

Federal law imposes several limitations on the amount of deferrals that can be made on your behalf and still receive federal income tax benefits. According to the Elective Deferral limitation set forth in Section 402(g) of the Internal Revenue Code, you may not make Elective Deferrals during any calendar year in excess of the limitation on Elective Deferrals. If you have exceeded this limitation, you may submit a written claim to the Plan Administrator no later than March 1 following the year the excess deferrals were

made, and the excess will be distributed to you by the following April 15. The 402(g) deferral limit for the 2010 calendar year is \$16,500 (adjusted for cost-of-living increases in \$500 increments).

If you are an employee of a “qualified organization” with 15 years of service, the limitation described above may be increased. A “qualified organization” means any educational organization, hospital, home health service agency, health and welfare service agency, church, or convention or association of churches. The 15 years of service do not need to be consecutive; however, they all must be from the same “qualified organization.”

The 402(g) deferral limit for qualified employees is increased by the least of the following amounts:

- (A) \$3,000,
- (B) \$15,000, reduced by the increases to the general 402(g) limit that you made in earlier years, or
- (C) \$5,000 times the number of years of service you worked for the “qualified organization,” minus the total elective deferrals made by your Employer on your behalf in earlier years.

The total increases over your lifetime are limited to \$15,000.

For further information regarding this increased limitation, contact the Plan Administrator.

According to the limitation in Section 415 of the Internal Revenue Code, the total contributions that can be allocated to your participant account under the Plan for a Plan Year cannot exceed the lesser of \$49,000 (adjusted for cost-of-living increases in \$1,000 increments) or 100% of your Compensation. This limitation excludes age 50 catch-up contributions.

### **Age 50 Catch-up Contributions**

Catch-up contributions are elective deferrals that exceed either the elective deferral contribution limit in the plan or the statutory limits for elective deferrals. If you are otherwise eligible to make elective deferrals under the Plan and you will attain age 50 by the end of the calendar year, you are eligible to make catch-up contributions under this Plan. For the 2010 calendar year the amount of age 50 catch-up contributions you are permitted to make is limited to \$5,500 (as adjusted for cost-of-living increases in \$500 increments).

### **Coordination of Qualified Employee and Age 50 Catch-up Contributions**

Subject to the limits discussed previously, you may contribute both a qualified employee catch-up deferral and an age 50 catch-up deferral. Amounts in excess of the 402(g)

deferral limit (\$16,500 for 2010) shall be treated first as a qualified employee catch-up deferral and next as an age 50 catch-up deferral. However, in no event can the amount of your Elective Deferrals for a year be more than your Compensation for the calendar year.

### **Rollovers**

If you were previously employed by another employer who had a 403(b) tax deferred annuity plan, you may move any amounts you accumulated under the other plan into this Plan either by having the amounts transferred directly to this Plan from the plan of your previous employer, or by completing a rollover of such amounts according to the legal requirements.

This plan does not permit Roth Elective deferrals, therefore a rollover of Roth Elective Deferrals is not permitted to be made to this Plan.

### **Contributions for Disability**

If you become totally disabled and submit a written claim, pursuant to PHS's group long term disability contract, the group long term disability contract will make payments to the Plan on your behalf. The payments will be equal to the average of your Elective Deferrals made to the Plan during the 12-consecutive-month period immediately preceding disability, in order to receive an Employer contribution under the Presbyterian Homes & Services Employees' Pension Plan ("pension plan"). The payments will be 100% vested and nonforfeitable. Contributions for disability will cease upon the earliest of your recovery, death, termination of employment (other than a termination due to disability), attainment of age 65, or the termination of the Plan. However, these contributions will not cease if you retire on or after your early retirement date (as defined in the pension plan) and elect a form of benefit other than a lump sum. If you retire on or after your early retirement date (as defined in the pension plan) and elect a form of benefit other than a lump sum, then you must elect the method by which you want to receive any continued long-term disability contributions to the Plan.

### **Compensation**

Compensation means 415 Safe Harbor Compensation which is defined as your earned income, wages, salaries, fees for professional services, and other amounts you receive, whether or not the amount is paid in cash, for personal services actually rendered in the course of your employment with PHS, to the extent these amounts are includible in your gross income. Compensation includes, but is not limited to, commissions paid, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances.

Compensation also includes contributions made pursuant to a salary reduction agreement that are not includible in your gross income under Internal Revenue Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), or 457. A salary reduction agreement is an arrangement in which you direct your Employer to withhold elective deferral contributions from your salary.

Compensation will include post-severance regular pay (such as regular pay, holiday pay, and other similar compensation) that is both:

- (A) paid to you by the later of:
  - (i) 2-1/2 months after the date you sever your employment; or
  - (ii) December 31 of the calendar year that you sever your employment;and
- (B) would have been paid to you if you had continued employment with your employer.

The annual Compensation taken into account for determining all benefits provided under the Plan for the 2010 Plan Year will not exceed \$245,000 (adjusted for cost-of-living increases in \$5,000 increments).

## **BENEFITS**

### **Retirement Benefit**

Your individual account will be payable to you beginning on the date of your severance from employment or on any later date you elect.

Generally, you are required, by law, to begin receiving benefits under the Plan on or before April 1st of the calendar year following the later of the calendar year in which you reach age 70-1/2 or the date that you retire. For further information regarding your benefits, contact the Plan Administrator.

When you are about to retire, the Plan Administrator will explain the joint and survivor annuity to you in greater detail. You will be given the option of waiving the joint and survivor form of payment during the 180-day period before the annuity begins. However, your spouse must consent in writing to the waiver in the presence of a Plan representative or notary. Prior to the receipt of your benefit, you may revoke any waiver. The Plan Administrator will provide you with forms to make these elections.

You will have at least 30 days from the time you receive a written explanation of the terms and conditions of a joint and survivor annuity to make an election regarding the form of distribution. While you may elect, with your spouse's consent, to waive the 30-day waiting period, a distribution will not begin earlier than 7 days after you receive notification.

Because a spouse participates in these elections, you must immediately inform the Plan Administrator of any change in your marital status. You will automatically receive your benefit as indicated below, unless you elect otherwise.

Unmarried Participants	You will receive a life annuity. This means that your benefit payments will be made monthly, beginning on your retirement date and continuing for as long as you live.
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Married Participants	You will receive a joint and survivor annuity. This means that your benefit payments will be made monthly beginning on your retirement date and continuing for as long as you live. Upon your death, one-half of the monthly benefit you have received will be continued to your spouse in the form of a monthly benefit for his or her lifetime.
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In order to receive your benefit under a different option, you must make an election within the 180-day period ending on the date payment of your benefits is to begin.

### **Alternate Forms of Benefit**

If you and your spouse elect not to take a joint and survivor annuity, or if you are not married when your benefits are scheduled to begin, you may choose from one of the following methods of payment:

- (A) Life Annuity: Monthly payments are made to you for your lifetime. Upon your death, all payments will cease. There is no beneficiary under this option.
- (B) Certain and Life Annuity: Monthly payments are made to you for your lifetime. If your death occurs prior to the expiration of the certain period (5, 10, or 15 years, as you elect), payments for the remainder of that period will be continued to your beneficiary.
- (C) Joint and Survivor Annuity: Monthly payments are made to you for your lifetime. If you die before the person whom you selected as your survivor, payments will continue to your survivor for his or her lifetime. You may choose to have 100%, 75%, 66.67% or 50% of the amount of your payment continued to your survivor.
- (D) Installment Refund Annuity: Monthly payments are made to you for your lifetime. If, at your death, the sum of the monthly payments you received is less than the value of your individual account determined as of the date the annuity began, monthly payments of the same amount as you received will continue to your beneficiary until the sum of all monthly payments equals the total value of your individual account applied under this option.
- (E) Fixed Period Annuity: Monthly payments are made to you for a period of time that you specify. At the end of the period, no further payment will be due. If you die prior to the end of the specified fixed period, payments will continue to your beneficiary for the duration of the period selected.
- (F) Lump Sum: A single sum payment is made to you in lieu of monthly payments.

### **Disability Retirement Date**

You will be deemed to be disabled if you are both disabled within the meaning of Code Section 72(m)(7) and are eligible for a benefit described under the Contributions for Disability section. You will be eligible for a disability benefit on the first day of the month coinciding with or immediately following the date you are deemed to be disabled. You will be eligible to receive a benefit equal to the amount that can be provided pursuant to the form of distribution purchased by the vested portion of your individual account.

## **Death Benefit**

The benefit paid to your beneficiary will begin not earlier than the first day of the month coinciding with or immediately following your death. This benefit may be paid pursuant to one of the forms of benefit outlined in the Alternate Forms of Benefit section above.

## **Qualified Preretirement Survivor Annuity**

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit. This designation will be in effect unless it is changed in writing on a form furnished to you by the Plan Administrator. HOWEVER, if you wish to designate a beneficiary other than your spouse, your spouse must consent to waive any rights to the death benefit and to the designation of the alternate beneficiary. Your spouse's consent must be in writing and witnessed by a Plan representative or a notary.

Provided no valid waiver is in effect, the death benefit payable to your spouse will be in the form of a qualified preretirement survivor annuity. Your spouse may elect to have such annuity payments begin immediately, to receive payment in a lump sum, or to receive payments pursuant to one of the forms of benefit described in the Alternate Forms of Benefit section. The amount of the monthly payments will depend on your individual account at the time of your death.

If you are younger than age 35, you may elect to waive the qualified preretirement survivor annuity (with your spouse's consent), but such waiver is valid only for the period beginning on the date of such election and ending on the first day of the Plan Year in which you reach age 35. Such waiver will not be valid unless you receive a written explanation of the survivor annuity. Qualified preretirement survivor annuity coverage will be automatically reinstated as of the first day of the Plan Year in which you reach age 35. In order to continue the waiver of survivor annuity coverage, you must make a new election according to the following requirements.

If you have already reached age 35 or if you will reach such age during the Plan Year, you may waive the survivor annuity (with your spouse's consent), without the survivor annuity being automatically reinstated at a later date. The period during which you may elect to waive the survivor annuity begins as of the first day of the Plan Year in which you turn age 35 and ends when you die. Furthermore, the Plan Administrator must provide you with a detailed explanation of the survivor annuity during the period beginning on the first day of the Plan Year in which you will reach age 32 and ending at the time the actual election period begins (the first day of the Plan Year in which you turn age 35).

However, if:

- (A) your spouse has validly waived any right to the death benefit in the manner prescribed above, or
- (B) your spouse cannot be located, or

(C) you are not married at the time of your death,

then your death benefit will be paid to the beneficiary of your own choosing pursuant to the Alternate Forms of Benefit section. You may designate such beneficiary on a form to be supplied to you by the Plan Administrator.

Because your spouse participates in these elections and has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

### **Benefit at Termination of Employment**

If you terminate employment, your individual account will be payable to you beginning on the date of your termination of employment or on a later date you elect which is not later than April 1st immediately following the later of the calendar year in which you reach age 70 1/2 or retire. Your benefit will be payable under any of the payment options under the Alternate Forms of Benefit section, if you and your spouse have made a qualified election to waive the qualified joint and survivor annuity and qualified preretirement survivor annuity. However, if your individual account is not greater than \$5,000, it will be distributed to you not earlier than the first day of the month coinciding with or immediately following your termination of employment.

You may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights. If the amount of the distribution is more than \$1,000 and you do not elect either to receive the distribution or to roll over the distribution, then your distribution will be rolled over to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds, at any time and without cost, to any other IRA you choose.

### **Loans**

Loans are not permitted under the Plan.

### **In-Service Withdrawals**

You may not elect to withdraw your Elective Deferrals (and earnings attributable to such deferrals) prior to your severance from employment, retirement, or death unless you have attained age 59-1/2.

## **Hardship Withdrawals**

Hardship withdrawals are not permitted under the Plan.

## **Notice to Retired Participants or Beneficiaries**

Benefit payments presently being received by a retired participant or beneficiary will continue in the same amount and for the period provided in the mode of settlement selected at retirement, and will not be changed unless false or erroneous information was submitted on your application for Plan membership or on any subsequent application for a form of retirement income. Under those circumstances, your benefit will be changed to reflect the correct information.

## **Notice to Separated Participants with Vested Benefits**

On or after separation from service, a vested participant will be furnished a statement of the dollar amount of his vested benefit.

## **Tax Treatment of a Distribution**

Whenever you receive a distribution from the Plan, it will normally be subject to income taxes. However, you may reduce or defer the tax due on your distribution through use of one of the following methods:

- (A) You may rollover all or a portion of your vested individual account to an Individual Retirement Account (IRA), another 403(b) tax deferred annuity plan, a qualified retirement plan, or a 457 deferred compensation plan. The plan must be willing to accept the rollover. The result of this rollover will be that no tax will be due on the portion rolled over until you begin withdrawing funds from the IRA, other 403(b) plan, qualified retirement plan, or 457 plan. HOWEVER, the rollover must be made within 60 days after you receive the distribution. Some distributions, including hardship distributions, may not qualify for rollover treatment. Most distributions from the Plan will be subject to mandatory federal income tax withholding at a rate of 20%, including an amount you receive and roll over rather than having the amount transferred directly as described below. This mandatory withholding will reduce the amount you actually receive.
- (B) You may request that all or a portion of your vested individual account be transferred to either an IRA, another 403(b) tax deferred annuity plan, a qualified retirement plan, or a 457 deferred compensation plan. Again, the plan must be willing to accept the transfer. This will avoid the 20% mandatory withholding described above. The result of a direct transfer is that no tax will be due until you withdraw funds from the IRA, other 403(b)

plan, qualified retirement plan, or 457 plan. Like the rollover, some distributions may not qualify for a direct transfer.

If you elect to actually receive the distribution rather than directly transfer the distribution amount to an IRA, another 403(b) tax deferred annuity plan, a qualified retirement plan, or a 457 deferred compensation plan, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes. If you elect to have all or a portion of your vested individual account directly transferred, you and your spouse, if applicable, must make a qualified election as described in the Retirement Benefit section.

- (C) A surviving spouse can rollover a distribution to an IRA, a 403(b) tax deferred annuity plan, a qualified retirement plan, or a 457 deferred compensation plan. The plan must be willing to accept the transfer.
- (D) A nonspouse beneficiary can make a direct rollover to an inherited IRA.
- (E) You may also request that all or a portion of your vested individual account be transferred to a Roth IRA. Please be advised that the entire amount transferred will be includible in your gross income. Please consult qualified tax counsel to see if this option is suitable for you.

Whenever you request a distribution, the Plan Administrator will deliver to you a more detailed explanation of these options. However, you should consult qualified tax counsel before making a choice.

## MISCELLANEOUS

### Claims Procedures

Benefits will be payable in accordance with the provisions of the Plan. Claims for benefits will be made in writing on forms available from the Plan Administrator. A claim is a request by you or your beneficiary for a benefit under the Plan and must be filed, either by the claimant or his authorized representative, with the Plan Administrator.

The Plan Administrator will normally make a decision on a claim for benefits under the Plan within 90 days of when the claim is filed. In some special cases, more than 90 days may be necessary. If a special situation exists, the Plan Administrator will notify the claimant and explain the reasons more time is needed. After giving the notice, the Plan Administrator may take up to another 90 days to make the decision. If a claim is denied, the claimant will receive a written explanation of the denial and may use the Plan rules for appealing denied claims.

A claimant or his representative may, within 90 days of receipt of the denial of a claim, appeal the denial and request a review of pertinent documents or submit issues and comments to the Plan Administrator by filing written notice of the appeal, request for documents, or comments. The Plan Administrator will conduct the review and decide on the appeal within 60 days after the request for review is made. In special cases, more time may be needed to make the decision on review. If the Plan Administrator notifies the claimant that there will be a delay and explains the reasons for needing more time, the Plan Administrator may have an additional 60 days to decide. The decision rendered by the Plan Administrator will be in writing, it will be clear and understandable, and it will include specific reasons with specific references to the pertinent Plan provisions on which the decision is based.

### Participant Rights

As a participant in the Presbyterian Homes & Services Tax Deferred Annuity Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to:

- (A) **Receive Information About Your Plan and Benefits:** Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest

annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at your normal retirement age, and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

- (B) **Prudent Actions by Plan Fiduciaries:** In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.
- (C) **Enforce Your Rights:** If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- (D) **Assistance with Your Questions:** If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the U.S. Department of Labor, Employee Benefits Security Administration, Division of Technical Assistance & Inquiries, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration at (866) 444-3272.

### **Quarterly Participant Statements**

Detailed statements regarding the value of your individual account will be provided to you each Plan quarter.

### **Qualified Domestic Relations Order**

The Plan Administrator may be required by law to recognize obligations you incur as a result of a court order relating to child support, alimony, or marital property rights. The Plan Administrator must honor a qualified domestic relations order, which is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. If such an order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator will determine the validity of any domestic relations order he receives. Participants and beneficiaries can obtain, without charge, a copy of the procedures governing qualified domestic relations order (QDRO) determinations from the Plan Administrator.

### **Plan Expenses**

Generally, PHS will pay Plan expenses. However, the Plan does permit the payment of Plan expenses to be made from Plan assets. If the Employer does not pay these expenses, then the expenses paid using the Plan's assets will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 ( $\$1,000/100$ ) of the expense.

After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether the Employer pays some of these expenses on behalf of current employees.

The Employer may, from time to time, change the manner in which expenses are allocated.

### **FMLA and USERRA**

This Plan shall operate in compliance with the Family and Medical Leave Act of 1993 (FMLA) and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Should you have any questions regarding these benefits please contact the Plan Administrator.

**SUMMARY OF MATERIAL MODIFICATIONS  
FOR THE  
PRESBYTERIAN HOMES & SERVICES  
TAX DEFERRED ANNUITY PLAN**

**NOVEMBER 2010**

This Summary of Material Modifications (“SMM”) to your Summary Plan Description (“SPD”) describes certain changes that have been made to the Plan. You should keep this SMM with the Plan’s SPD for future reference. Please read this SMM carefully and contact the Plan Administrator with any questions. If there is any discrepancy between the terms of the Plan, as modified, and this SMM, the provisions of the Plan will control.

Employer, Plan Sponsor and Plan Administrator

Presbyterian Homes & Services  
2845 Hamline Avenue North  
Roseville, MN 55113-7127

Phone: (651) 631-6100

Employer Identification Number

Plan Number

41-0758756

007

**Contributions for Disability**

***Effective January 1, 2011***, PHS has elected to terminate the group long term disability contract issued in conjunction with this Plan. ***Effective January 1, 2011***, no further participants will be eligible to receive a long term disability benefit.