

**PENSION PLAN
FOR
NURSING HOME AND HEALTH CARE
EMPLOYEES -
PHILADELPHIA AND VICINITY
SUMMARY PLAN DESCRIPTION
JANUARY 1, 2015**

To All Participants:

We are pleased to provide you with this booklet describing the benefits provided through the Pension Plan for Nursing Home and Health Care Employees - Philadelphia and Vicinity (the "Plan").

In Section I, you will find a summary plan description of the Plan benefits. This is designed to explain, in as simple language as possible, the somewhat technical rules and regulations governing the retirement program. It is not always possible to reprint a new summary plan description to reflect all of the current rules or future amendments. Therefore, before you finalize your retirement plans call the Contract Administrator at (215) 657-7400 to be sure that you are aware of any changes.

In Section II, you will find the full text of the actual Plan document as in effect January 1, 2014, except as otherwise stated. Since the summary description cannot cover all of the details of the Plan, you are urged to review the actual Plan document carefully in order to be fully and accurately apprised of your rights and obligations under the Plan. In the event of a discrepancy between the summary description of the Plan and the actual Plan document, the Plan document will control.

Needless to say, the Board of Trustees is delighted to be able to make this Plan available to you.

If you have any questions or wish any additional information, please communicate with the Contract Administrator's office.

Sincerely,

THE BOARD OF TRUSTEES

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**SUMMARY PLAN DESCRIPTION
OF THE
PENSION PLAN FOR NURSING HOME & HEALTH CARE
EMPLOYEES PHILADELPHIA AND VICINITY**

SECTION I

Basic Information

Plan Name

The Pension Plan for Nursing Home & Health Care Employees – Philadelphia and Vicinity.

Plan Number

The Plan identification number is: 001.

Plan Sponsor

The Plan Sponsor is the joint Board of Trustees made up of representatives of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, District 1199C (the "Union") and the Contributing Employers (as defined below). As of the date of this publication its members include the following:

Union Trustees

Mr. Henry Nicholas
Ms. Linda Fields
Ms. Marguerite Stanford
Ms. John Hundzynski
Mr. Chris Woods

Address for Union Trustees:
District 1199C
National Union of Hospital
and Health Care Employees
1319 Locust Street
Philadelphia, PA 19107

Employer Trustees

Mr. Kevin Kelly, CFO
Inglis House
2600 Belmont Avenue
Philadelphia, PA 19131

Mr. Dennis Montague
P. O. Box 30137
Elkins Park, PA 19027

Plan Sponsor Tax Identification Number

The Plan Sponsor's employer tax identification number is 23-2774706.

Plan Administrator

The Board of Trustees is the Plan Administrator and the Plan fiduciary as defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Type of Plan and Type of Administration

The Plan is a profit sharing defined contribution plan. The Plan is administered by the Board of Trustees. The Board of Trustees has entered into a contract with a third party administrator to perform the day-to-day operations of the Plan (see "Contract Administrator" below).

Contract Administrator

The Contract Administrator responsible for the day-to-day operations of the Plan is: O'Neill Consulting Corporation, 1560 Old York Road, Abington, PA 19001; telephone number: (215) 657-7400.

Plan Year

The Plan and all of its records are kept on a calendar-year basis.

Fund Co-Counsel

Steven D. Spencer, Esquire
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103

Gail Lopez-Henriquez, Esquire
Freedman and Lorry, P.C.
1601 Market Street, Suite 1500
Philadelphia, PA 19103

Agent for Service of Legal Process

The Board of Trustees is the agent for the service of legal process. Legal process may also be served at the Contract Administrator's Office.

Establishment of the Plan

The Plan was established on July 1, 1994, by an Agreement and Declaration of Trust (the "Trust Agreement") entered into by and among the Union and the persons designated by the Contributing Employers (as defined below) to serve as Trustees.

The Plan has been amended from time to time since it was established, to reflect negotiated and administrative changes and to comply with changes in applicable law.

The Plan is maintained pursuant to collective bargaining agreements, which may be obtained or examined upon written request to the Contract Administrator.

Contributing Employers

As defined in the Plan document, a Contributing Employer is any nursing home, health care facility or related institution that has a collective bargaining agreement with the Union and that, with the approval of the Board of Trustees, has joined the Plan in accordance with the terms of the collective bargaining agreement and the Trust Agreement. A list of the Contributing Employers who have joined the Plan as of the publication of this booklet is attached as Exhibit A. Upon written request, the Contract Administrator's Office will provide you with updated information on whether a particular Employer is contributing to the Fund.

Board of Trustees

A joint Board of Trustees, consisting of representatives of the Union and the Contributing Employers, administers the Plan in accordance with the Trust Agreement. The Board of Trustees is the Plan Administrator under ERISA. The Trust Agreement established a trust fund (the "Fund") from which all benefits are paid. The Board of Trustees have discretionary authority to construe the terms of the Plan, to make benefit eligibility determinations and to make factual findings. The decision of the Board of Trustees shall be final and binding.

Financing the Benefits

Contributions to the Fund are made by the Contributing Employers pursuant to collective bargaining agreements entered into between the Union and such Employers. These contributions are made without regard to the current or accumulated earnings or profit of a Contributing Employer and they may change as new collective bargaining agreements become effective. Contributions of Contributing Employers are required to be paid periodically as provided for in the collective bargaining agreements. Copies of applicable collective bargaining agreements may be obtained upon written request to the Contract Administrator and are also available for inspection during normal business hours at the Contract Administrator's office. The Contract Administrator may charge the actual cost to the Fund for any copies furnished, but not more than 25 cents per page, whichever is less.

All benefits are provided from the Fund's assets, which are accumulated under the Trust Agreement and held in a trust fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

Rollovers to the Plan

You may roll over any eligible rollover distribution you receive from another qualified plan (for example, from the plan of your previous employer) to the Plan described here. Any rollover will be accounted for separately but invested together with the other assets of the Plan. The value of any rollover you make to the Plan, as adjusted for investment gains, losses, and administrative expenses, is always fully vested. Any rollover to the Plan is subject to the terms of the Plan. The rollover to the Plan may be effected by you within 60 days after the date you receive the distribution from the other qualified plan or via a direct rollover to the Plan (that is, via a direct transfer from the other qualified plan to this Plan).

Eligibility for Participation

If you work for a Contributing Employer that has a collective bargaining agreement with the Union, and that agreement requires the Contributing Employer to make contributions to the Fund on your behalf, your participation in the Fund begins as soon as you satisfy the eligibility requirements as set forth in your collective bargaining agreement.

Reemployment

If you terminate employment with a Contributing Employer and are later reemployed by a Contributing Employer, you will again become a participant in the Plan immediately upon your reemployment, as long as you continue to meet the eligibility requirements set forth in the collective bargaining agreement.

Vesting

You will be fully vested in, or have full ownership of, the value of your Retirement Account after you complete five Years of Service (as defined below); provided, however, you will be fully vested in amounts that are contributed to your Retirement Account for Plan Years beginning after December 31, 2008 after you complete three Years of Service. You also become fully vested if you retire from a Contributing Employer on your Early or Normal Retirement Date or if, while you are employed by a Contributing Employer, you die or become Totally and Permanently Disabled.

Normal Retirement Date

Your Normal Retirement Date is the later of (1) the date that you attain age 62 or (2) the 5th anniversary of the date you commenced participation in the Plan.

Early Retirement Date

Your Early Retirement Date is the later of (1) the date you attain age 55 or (2) the date on which you are credited with 5 Years of Service.

Year of Service

You are credited with a Year of Service if you complete 1,000 or more Hours of Service with a Contributing Employer during a Plan Year. However, Years of Service do not include service with your Employer after it stops being a Contributing Employer.

Hour of Service

Hours of Service will be credited for:

- 1) each hour for which you are paid, or entitled to payment, for the performance of duties for a Contributing Employer;
- 2) each hour for which you are paid, or entitled to payment, by a Contributing Employer for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, or leave of absence;
- 3) each hour that you are absent due to Qualified Military Service, as defined below;
or
- 4) each hour for which back pay is either awarded or agreed to by a Contributing Employer.

You may also receive Hours of Service for vesting if you have non-covered service with a Contributing Employer. This only applies to your service *before and while your Employer is a Contributing Employer* (not for periods after your Employer ceases to be a Contributing Employer). In addition, for vesting purposes only, you may receive credit for service earned under a related plan if a reciprocity agreement is in effect and applies to your situation.

If you have less than three Years of Service when your employment terminates, and you have non-covered service with your Contributing Employer, please contact the Contract Administrator.

Break in Service

You will incur a Break in Service for any Plan Year in which you are credited with 500 or fewer Hours of Service. If you incur five consecutive Breaks in Service:

- the non-vested portion of your Retirement Account, if any, will be forfeited; and
- any Years of Service you completed before such Breaks in Service began will not be taken into account for purposes of vesting in any amounts contributed to your Retirement Account if you are reemployed by a Contributing Employer unless (i) you were vested in any portion of your Retirement Account before your Breaks in Service began, or (ii) the number of your Years of Service before the Breaks in Service began equal or exceed the number of your consecutive Breaks in Service.

Solely for the purpose of not incurring a Break in Service, you will be credited with Hours of Service for which you would have otherwise been credited if you had not been absent due to pregnancy, childbirth, adoption, or the care of such child immediately after childbirth or adoption. The total number of Hours of Service that will be credited for pregnancy, childbirth, adoption, or the care of such child immediately after childbirth or adoption will not exceed 501. These Hours of Service will be credited for the Plan Year in which the absence begins or the Plan Year next following the one in which the absence begins.

Qualified Military Service

Qualified Military Service is any period of time for which you are absent for military service under leave granted by a Contributing Employer or required by law, provided that you return to employment while your right to reemployment is protected by law. If you return to employment with a Contributing Employer while your right to reemployment is protected by law following a period of Qualifying Military Service, you will be eligible to receive missed Contributing Employer contributions.

If you die on or after January 1, 2007 while performing qualified military service, you will be treated as if you had been reemployed and immediately thereafter terminated employment due to death for purposes of determining your beneficiary's entitlement to any additional benefits (*other than additional benefit accruals relating to the period of qualified military service*) that would have been provided under the Plan under those circumstances. For example, the Plan provides 100% vesting in the event of death while in active employment with a Contributing Employer. Assume you leave employment with your Contributing Employer to begin qualified military service at a time when you are not fully vested in your account and you die while performing such qualified military service. Should that occur, your beneficiary(ies) would be entitled to 100% of your Plan account because you are deemed to have been reemployed and then died (however, no missed Contributing Employer contributions will be made for the period relating to your qualified military service).

Retirement Account

When you become a participant, an individual account that represents your separate interest in the Fund is established. Contributions made on your behalf by your Contributing Employer are allocated to your Retirement Account. The amount allocated to your Retirement Account is determined by multiplying your Compensation by the percentage determined under your collective bargaining agreement. The amount contributed to your Retirement Account plus any investment yield (in its simplest form, a proportional share of income or loss), less a share of administration expenses, is the value of your Retirement Account at any particular point in time. The value of your Retirement Account changes from time to time. Your benefit under the Plan is the value of your Retirement Account when it is distributed.

Investment of Assets

The Board of Trustees is responsible, under the provisions of the Trust Agreement, for receiving and investing assets of the Fund and defraying reasonable administration expenses in accordance with the requirements of ERISA. While there can be no guarantees in making such

investments, the Board of Trustees is required to act solely in the interest of all participants. The Trust Agreement authorizes the Board of Trustees to invest Fund assets in government securities, corporate bonds, stocks or the like, and to retain investment advisors or managers for such purpose. The Fund's assets are invested for the most part by a professional investment manager selected by the Board of Trustees (in consultation with one or more investment consultants) in accordance with ERISA.

Valuation Date

Annual Valuation. The value of your Retirement Account will be determined as of the last business day of each Calendar Year, or other date chosen by the Board of Trustees. Determining the value of your Retirement Account at any time does not give you any rights to a specific dollar amount. The value of your Retirement Account changes from time to time.

Valuation Date for Distribution. The value of your Retirement Account for distribution will be determined as of the annual Valuation Date preceding the event causing distribution (or the date the Contract Administrator receives your completed application for benefits, if later). Please note that the annual valuation of the fund takes time and that distribution cannot take place before the annual valuation has been completed. If contributions were made to the Plan on your behalf after that Valuation Date, you will also receive those amounts, unadjusted for earnings, gains or losses, and administration expenses.

Applications for Benefits

To receive benefits, you must complete and file a Fund-approved application with the Contract Administrator's Office. The Board of Trustees is responsible for deciding who is eligible for benefits. They must act on each application in accordance with the rules of the Plan. Application forms will be furnished by the Contract Administrator's Office. You must submit any information or proof requested and reasonably required by the Contract Administrator to process the application.

How Your Retirement Account Can Be Paid

Within one hundred eighty (180) days before payments are due to begin, you may elect one of the forms of payment described below. Once payment has begun, you cannot change the form of payment.

- 1) A single cash payment made either to you, or in a direct rollover (described below). If you do not elect one of the optional forms of payment described below, a single cash payment is the form that will automatically apply. Your spouse's consent is not required for payment in this form. If your Retirement Account is \$5,000 or less, this is the only available form of payment.
- 2) Substantially equal monthly, quarterly, semiannual or annual installment payments over a period of ten or twenty years (but not longer than your and your beneficiary's joint life expectancies). This form of payment is available only if your Retirement Account exceeds \$5,000 on the date distribution commences. The amount of an installment payment is determined by dividing the value of

your Retirement Account at that time by the number of payments remaining in the installment period. Installment payments will be governed by the provisions of the Plan. Your spouse's consent is not required for payment in this form; however, as described under "Beneficiary Designation" below, your spouse's consent is required if you designate a person other than your spouse as beneficiary of any death benefits payable in the event you die before your entire Retirement Account has been distributed.

When Your Retirement Account Is Paid

Time of Payment to You. To become eligible for distribution, your Retirement Account must be vested, your employment must be terminated, and you must apply for benefits. The Plan must also be valued, as described above under "Valuation Date".

- Early. You may elect to receive payment as soon as administratively possible after you retire from a Contributing Employer on or after your Early Retirement Date.
- Normal. Payment can be made as soon as administratively possible after you retire from a Contributing Employer on your Normal Retirement Date
- Disability. Payment can be made as soon as administratively possible after you become Totally and Permanently Disabled (as defined in the Plan).
- Termination of Employment. If you terminate employment before retirement, payment can be made as soon as administratively possible after what would have been your Early or Normal Retirement Date, as you elect. Payment cannot be made before your Early Retirement Date unless your Retirement Account is \$5,000 or less, as described below.
- Under \$5,000 Cashout Exception. If the value of your Retirement Account is \$5,000 or less and you terminate employment before retirement, payment can be made as soon as administratively possible following receipt of your benefit application. For purposes of determining whether the \$5,000 threshold is exceeded, the value of your Rollover Account is disregarded, unless you elect to have such Rollover Account included for such purpose.
- Latest Distribution. Payment to you must be made or begin no later than the April 1 of the calendar year following the calendar year in which you turn age 70½.

Right to Defer Payment. Generally, you have the right to defer payment until your normal retirement age. (The failure to submit a pension application will be deemed an election to defer payment.) You may want to consider the following factors in deciding whether or not to defer payment:

- If you defer payment, your Retirement Account will continue to be invested as directed by the Board of Trustees.
- Your Plan account balance on any subsequent payment date may be more or less than your current balance, depending upon the performance of the Fund's investments.
- Deferring payment will increase the size of any periodic payments which are based on life expectancy.
- If you elect to receive your Plan distribution before your Early Retirement Date instead of deferring it, you will be subject to immediate taxation and a 10% early distribution tax penalty (unless you have attained age 59-1/2 or qualify for an exception); additionally, you will no longer accumulate investment earnings on a tax deferred basis unless you roll over your distribution (if otherwise eligible) to another employer retirement plan or a traditional individual retirement account or traditional individual retirement annuity (refer to "Direct Rollovers" and "Taxation" below for more information).

Benefits Following Death - Generally, if your employment ends due to your death, your Retirement Account will be paid to your beneficiary in a lump sum within one year of your death.

If you have selected an installment form of benefit and you die before payments begin, your vested Retirement Account will be paid to your beneficiary in a lump sum within one year of your death, or in one of the optional forms of payment if permitted by the Plan. If you die after the start of installment payments, your beneficiary will receive installment payments for the remaining payment period, unless he or she elects in writing to have the remaining amount distributed in a single sum.

Beneficiary Designation

You name your beneficiary by completing a form available from the Contract Administrator. If you are married, you cannot name a beneficiary other than your spouse without your spouse's written consent to the non-spouse beneficiary on that form. Your spouse's consent must be witnessed by a member of the Board of Trustees or a Notary Public. You can change your beneficiary at any time before your death or distribution of your benefits, subject to the same spouse's consent rules, if applicable. If no beneficiary is named or if the designated beneficiary fails to survive you, payment will be made to your surviving spouse or if none to your children, or if none, to your heirs.

Spouse

For purposes of the Plan, your "spouse" is the person to whom you are legally married for federal law purposes. Effective June 26, 2013, this includes a same-sex spouse to whom you are legally married in accordance with the laws of any domestic or foreign jurisdiction. Your spouse will be determined on the date you begin your pension under the Plan, unless you die before starting your payments, then your spouse will be the person to whom you were married on your date of death. The term spouse also means a former spouse to the extent required by a qualified domestic relations order.

Hardship Withdrawals

While the Plan is designed to provide you retirement benefits, the Board of Trustees recognizes that you and your family may need access to some of your vested Retirement Account before you actually retire. If you are 100% vested in the Fund, you may apply for a Hardship Withdrawal upon approval by the Board of Trustees and you may withdraw funds from your Retirement Account, up to the amount of your documented expenses, in any of the following circumstances:

- 1) tuition costs (excluding room and board expenses) of the next twelve months of post-secondary education for you and your eligible dependents;
- 2) expenses for purchase of your primary residence (excluding mortgage payments);
or
- 3) payments needed to prevent eviction from your primary residence, or to prevent the foreclosure of the mortgage on your primary residence.

The amount distributed to you as a Hardship Withdrawal cannot exceed the lesser of the amount of indebtedness that you are unable to pay in a reasonable time, or fifty percent of your vested Retirement Account as of the most recent Valuation Date. Only one such withdrawal is permitted from your Retirement Account within a five-year period. Please keep in mind this is a taxable distribution and the amount you receive will be reduced by taxes withheld. Additionally, in general, if you are under age 59-1/2 the distribution will be subject to a 10% early withdrawal penalty tax.

You may not repay to your Retirement Account any funds that you have withdrawn for financial hardship; such withdrawals will, of course, reduce future benefits that are available to you.

Total and Permanent Disability

You are Totally and Permanently Disabled if you suffer from a physical or mental disability that makes you eligible for disability benefits under the federal Social Security laws. If you become Totally and Permanently Disabled, you can apply for the distribution of the value of your vested Retirement Account as soon as administratively possible.

Effect of Social Security or Other Benefits

Benefits payable from the Fund are in addition to and not affected by Social Security or other forms of benefits that may be payable to you.

Direct Rollovers

If you receive a single sum distribution from the Plan, you will be eligible to "roll over" the amount to an eligible retirement plan. For this purpose, an "eligible retirement plan" includes an individual retirement account or annuity ("IRA"), whether it's a traditional or Roth IRA, and most other employer retirement plans if they accept rollover distributions.

A direct rollover of your otherwise taxable distribution to an eligible retirement plan (other than a Roth IRA) defers payment of taxes until you actually take a distribution from the eligible retirement plan. A direct rollover of amounts to a Roth IRA generally avoids taxes on any earnings on the rollover amount at the time of future distribution subject to certain requirements being met, but you are taxed currently at the time of the initial rollover distribution. The Contract Administrator will notify you of the procedure for rolling over your single sum distribution. Special tax withholding rules apply to any portion of an eligible rollover distribution that is not directly rolled over. See the section entitled "Taxation" below.

The direct rollover provisions described above also apply to a single sum distribution from the Plan to your beneficiary, provided, however, that if your beneficiary is a person other than your surviving spouse, an eligible retirement plan means an IRA (traditional or Roth) that is treated as an "inherited IRA."

Tax Reporting of Distributions and Withdrawals

You will receive IRS Form 1099-R providing you with tax filing information for all distributions paid to you from the Plan. The form will be sent to you by January 31 following the year in which a payment was made. As required by law, a copy of these forms will be forwarded to the Internal Revenue Service and any appropriate state and local tax agencies.

Taxation

- *Taxes.* Under current law, you defer paying federal and some state income taxes on contributions to the Plan until your Retirement Account is distributed. Investment earnings that accumulate in the Plan also are not taxed until they are paid to you. Distributions from the Plan are taxed in the year of distribution. State and local taxes may also apply.
- *Withholding.* Federal law generally requires withholding on any taxable distribution. If the distribution is a single cash payment or periodic payments over a period of less than 10 years, the withholding amount is automatically 20% of the taxable distribution. Additionally, if you are under age 59-1/2, the distribution generally will be subject to a 10% early withdrawal penalty tax unless an exception applies. More information on this is contained in the Special Tax Notice that will be provided to you at the time you request a distribution.
- *Rollovers.* As previously explained, you will not be taxed on your distribution if you elect to roll it over directly into another employer's plan or into a traditional IRA. Instead, you will pay taxes on this amount when you later receive it from the other employer's plan or the traditional IRA. If you elect a direct rollover to a Roth IRA, generally, you are taxed currently on the rollover amount but you avoid taxes on any earnings on the rollover amount at the time of future distribution subject to certain requirements being met. You may elect to rollover all or a portion of your distribution, subject to the rules described in the Special Tax Notice that will be provided to you at the time you request a distribution.

Because tax consequences of distributions vary depending on factors such as age, marital status, and other income, **you are urged to consult your personal tax advisor** to determine how to treat any distribution for tax purposes.

Claims Review Procedure

Under federal law, the Board of Trustees is permitted a reasonable length of time to evaluate and process your application for benefits (sometimes called your "claim" for benefits). This procedure is for you, your beneficiary (if applicable), and your authorized representative. Generally, you will receive a written notice of the status of your application within 90 days from the date the application was filed. If more time is needed, the Board of Trustees may take up to an additional 90 days.

If your application for benefits has been denied in whole or in part, you will be notified by the Administrator's Office. The notice you will receive will set forth:

- 1) the specific reasons for the denial;
- 2) the exact Plan provisions on which the denial was based;
- 3) any additional material or information that is needed to complete your application and why; and
- 4) the procedure and deadlines to get your application reviewed again, including a statement of your right to bring a lawsuit under section 502(a) of ERISA if your application is denied again.

You may appeal a denial of benefits within 60 days of the date of the denial. Your appeal must be in writing and should include appropriate issues, comments, and reasons why you believe your application should not have been denied. Your appeal should give all the facts and all legal theories supporting your appeal. Be sure to include in the request your social security number and the name of your Contributing Employer. Your appeal should be addressed to the Administrator's Office.

If you wish, you can also review or receive copies of all documents, records and other information from the Administrator's Office that concern your application, such as a copy of the official Plan document (if one is not attached at the end of this summary). The Plan document is a legal document setting forth the full terms and conditions of the Plan, including a detailed description of the benefits provided and the claims procedure. The Plan document is also on file at the Administrator's Office.

Generally, a final decision on your appeal will be made by the Board of Trustees at its next regularly scheduled meeting. However, if the Administrator's Office receives your appeal less than 30 days before that meeting, the decision will be made at the second meeting after it receives your appeal. If special circumstances arise, this period can be extended until the third meeting after it receives your appeal. The Board of Trustees will decide your appeal on the basis of the merits of the case and their decision is final. If your appeal is denied, you will be notified of the following:

- 1) the specific reasons for the denial;
- 2) the exact Plan provisions upon which the denial is based;
- 3) a statement that you are entitled to request access to and copies of all documents, records, and other information relevant to your application for benefits without charge; and
- 4) a statement of your right to bring a lawsuit under section 502(a) of ERISA.

If you wish to preserve any rights you may have to a benefit from the Plan, including your right to pursue your claim in court, you must follow the claims procedure described above.

The decision of the Trustees will be final and conclusive on all persons claiming benefits under the Plan, subject to applicable law. If you challenge a denial of your appeal, a review by a court of law will be limited to the facts, evidence and issues presented during the claims procedure set forth above. The appeal process described above must be exhausted before you can pursue the claim in federal court. Facts and evidence that become known to you after having exhausted the appeals procedure may be submitted for reconsideration of the appeal within the time limits established above. Issues not raised during the appeal will be deemed waived.

If you are dissatisfied with the Trustees' appeal determination, you have a right to appeal the matter to a court. Any judicial claim against the Plan, the Board of Trustees or a Plan fiduciary must be filed in a court of competent jurisdiction in the Commonwealth of Pennsylvania.

The deadline for filing such judicial claim is no later than 24 months after the applicable date that you are put on notice that you may have a claim. Your notice date is the earlier of the date of payment of your benefit in a lump sum (or the date payment was allegedly due), the date of your first installment payment (or the date payment was allegedly due), the date that you receive written notice from the Plan that you are not entitled to benefits, or the date that you receive a written benefits statement from the Plan. However, if you commence a claim with the Board of Trustees prior to the 24-month period, the deadline for filing a claim in court is the later of the 24-month period or 90 days after you have exhausted the Plan's claims and appeals procedures. Any judicial claim filed after this deadline will be time barred.

Burden of Proof Regarding Fund's Records

The Plan's records regarding your work history, employment status, hours of service, Contributing Employer contributions, and all other matters affecting your eligibility for and amount of pension benefits are controlling in all cases. If you do not believe the Plan has full and accurate records for you regarding these matters, the burden of proof is on you to provide written documentation satisfactory to the Board of Trustees (in their sole and absolute discretion) of the additional information that you believe is relevant. If you fail to provide such satisfactory proof supporting your claim, the Board of Trustees will be unable to override the Plan's official records. You can review the Plan's records on file for you at the Contract Administrator's office during normal business hours, or request a copy by calling the Contract Administrator.

Non-Assignment of Benefits

Because the Plan is for your retirement, you may not borrow against the value of your Retirement Account or assign your rights under the Plan as collateral for a loan or for any other purpose. However, all or a portion of your Retirement Account may be assigned under a qualified domestic relations order (as described below) and in certain other limited circumstances, such as for a federal tax levy.

Domestic Relations Orders

Federal law requires the Plan to honor "qualified" domestic relations orders. A domestic relations order is a judgment, decree or court-approved property settlement agreement arising under state domestic relations laws. To be "qualified" the order must require payments of all or part of your Plan benefit to your former spouse or your child(ren) and must comply with certain requirements of federal law. These orders must relate to, and must specify that they arise from, child support, alimony, or marital property rights. The Board of Trustees or its designee reviews domestic relations orders to determine whether they are qualified. You may obtain, without charge, a copy of the Plan's procedures governing qualified domestic relations orders from the Contract Administrator.

Unclaimed Benefits

If after exhausting its procedures, the Plan cannot locate you or your beneficiary, or if you or your beneficiary refuse to cash the pension check(s), the Plan may forfeit the pension benefit. If the present value of the benefit is \$5,000 or less, the Plan may forfeit the benefit immediately after conducting a search or roll the amount over to an individual retirement account (IRA) set up for you or your beneficiary's benefit. If the present value of the benefit is \$5,000 or more and the benefit is payable to you or your beneficiary, forfeiture would generally occur as of the date you are required to commence your benefit (e.g., April 1 of the calendar year following the year in which you turn age 70-1/2).

If you or your beneficiary is located and later makes a claim for any benefits under the Plan, the Plan will reinstate the forfeited benefit, unadjusted for earnings and losses, in accordance with the Plan's procedures.

Loss of Benefits

There are a number of ways you or your beneficiary could lose all or a part of your Retirement Account. For example, to receive benefits, your Employer must have made contributions to the Plan on your behalf. If contributions were made to the Plan by mistake, they may be returned to the Contributing Employer that made those contributions. If your employment terminates before you have five Years of Service (or three Years of Service with respect to contributions made for Plan Years beginning after December 31, 1988) as defined in the Plan (and you do not return to employment within 5 years), you will not receive your Retirement Account (it will be forfeited). Other possibilities include losses on investments and payment of reasonable administrative expenses, which will reduce the value of your Retirement Account. Your benefit could also be affected if the Plan is amended or terminated. You could lose benefits if your Retirement Account becomes subject to a qualified domestic relations order

or federal tax levy. If you fail to make a timely appeal of a denied claim, those benefits will not be paid. Your benefit could be delayed if you do not timely complete and submit an application for benefits. Your benefits could change if there is any mistake in the amount of your benefit. If this happens, later payments (if applicable) may be adjusted to correct the error. If the Contract Administrator cannot locate you or your beneficiary, benefits cannot be paid on your behalf from the Plan. For this reason, *it is very important that you and your beneficiary keep an up-to-date mailing address on file with the Contract Administrator.*

Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all Plan participants will be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, 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.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, 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 your current account balance and whether you have a right to receive a vested benefit at normal retirement age (later of age 62 or completion of five Years of Service). If you do not have a vested right to a benefit, the statement will tell you how many more years you have to work to earn a vested right. This statement will be furnished at least annually. Additionally, you may request it in writing, no more than once every 12 months. The Plan must provide the statement free of charge.

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 Contributing Employer, your union, 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.

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 the 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 which is denied or ignored, in whole or in part, after exhausting the Plan's benefit claims procedure, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a qualified domestic relations order after exhausting the Plan's benefits claims procedure, you may file suit in a Federal court. If it should happen that the 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.

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 in 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 Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Pension Benefit Guaranty Corporation

ERISA created the Pension Benefit Guaranty Corporation (the "PBGC"), which provides federal insurance for certain retirement benefits. The benefits under this Plan are not insured by the PBGC. The PBGC insures only pension plans that promise a fixed level of benefits without regard to whether sufficient contributions have actually been made. Under the Plan, the benefits promised are equal to contributions actually made (adjusted for investment experience and administrative expenses), so no insurance is provided.

Amendment or Termination

The Board of Trustees has been given the authority to amend, modify or terminate the Plan in whole or in part whenever, in their judgment, conditions so warrant. Each Contributing Employer reserves the right to terminate its participation in the Plan, subject to applicable

collective bargaining agreements. In the event of termination or partial termination of the Fund, if you are affected, you will have a nonforfeitable right to the value of your Retirement Account after reduction for expenses. No part of the assets will be returned to any Contributing Employer unless they were made by mistake.

EXHIBIT A

Contributing Employers

As of the date of publication of this booklet, the following is a list of Contributing Employers:

1. Aramark Custodial Services
2. Bala Nursing Home
3. Centennial Health & Rehab Center
4. Chestnut Hill Lodge @ Lyric
5. Cliveden Convalescent Center
6. Crothall @ Penn Med/Rittenhouse
7. Crothall @ Rittenhouse – Food Services
8. Crothall @ HUP/Pearlman Center
9. Crothall Health @ Penn Tower
10. Crothall Services @ UHUP
11. Deer Meadow Retirement Community
12. Fairview Nursing Home – Paper Mill Road
13. Fairview Nursing Home – Bethlehem
14. Genesis/Brandywine Hall
15. Germantown Home
16. Glendale/Uptown Home
17. HCS @ Fairview Bethlehem Pike
18. HCS @ Fairview Cr. Center/Paper Mill
19. HCS @ Glendale Uptown/ Dietary
20. HCS @ Kearsley
21. HCS @ Resthaven/Chestnut Hill
22. HCS Group/ Elkins Crest Health
23. HCS @ Glendale Uptown Home
24. HCS @ Majestic Oaks
25. Health Care Services @ Hillcrest
26. Health Care Services @ Brandywine Hall
27. Health Care Services @ Centennial
28. Health Care Services @ Penn Care Hillcrest Center
29. Hillcrest Center
30. Health Care Services @ Logan Square
31. Health Care Services @ Drescher Hill
32. Inglis House
33. Inglis House LGPN
34. Ivy Hill/Green Acres
35. John F. Kennedy Behavioral Health
36. Kearsley Home Holdings LP
37. Majestic Oaks
38. Maplewood Manor Conv. Center
39. Morrison @ HUP
40. PCAM-West/TRC @ Crothall Health
41. SCO Silver Care Health Center
42. St. Ignatius Nursing Home
43. Tucker House II Inc./ New Courtl.
44. Watermark @ Logan Square
45. Wyndmoor Hills/Carrington Place

SECTION II

The preceding summary was designed to cover only the highlights of the Plan. The full text of the Plan document, as set out in this Section II, gives the complete and detailed rules that govern your rights to benefits. If there are any discrepancies between the summary and the official Plan document, the Plan document will govern. No one can orally change the terms of the Plan.

**PENSION PLAN
FOR
NURSING HOME AND HEALTH CARE EMPLOYEES
-- PHILADELPHIA AND VICINITY**

**Amended and Restated Effective as of January 1, 2014
(Includes amendments through Amendment 1-2014)**

PENSION PLAN
FOR
NURSING HOME AND HEALTH CARE EMPLOYEES
-- PHILADELPHIA AND VICINITY

As Amended and Restated Effective January 1, 2014

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APPENDIX A – List of Contributing Employers

PENSION PLAN
FOR
NURSING HOME AND HEALTH CARE EMPLOYEES
-- PHILADELPHIA AND VICINITY

As Amended and Restated Effective January 1, 2014

This is the Pension Plan for Nursing Home and Health Care Employees - Philadelphia and Vicinity (the "Plan"), as amended and restated effective January 1, 2014, established in accordance with the terms of the Pension Fund for Nursing Home and Health Care Employees - Philadelphia and Vicinity Agreement and Declaration of Trust. This Plan is intended to be a qualified defined contribution profit-sharing plan within the meaning of section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), which is not subject to section 412 of the Code. It is also intended that the Trust established under the Plan be exempt from federal income taxation pursuant to section 501(a) of the Code.

Except as provided to the contrary herein, the provisions of this amended and restated Plan shall apply only to Employees who complete an Hour of Service on or after January 1, 2014. The rights of any other person shall be governed by the Plan as in effect on the date of his employment termination, except to the extent otherwise provided herein.

ARTICLE I

DEFINITIONS

The following words and phrases as used herein have the following meanings unless a different meaning is plainly required by the context:

1.01 Account. "Account" means a Participant's Retirement Account or Rollover Account.

1.02 Affiliate. "Affiliate" means the Contributing Employers and any other employer included with a Contributing Employer in (a) a controlled group of employers or trades or businesses within the meaning of section 414(b) or 414(c) of the Code; (b) an affiliated service group within the meaning of section 414(m) of the Code; or (c) a group required to be aggregated pursuant to the regulations under section 414(o) of the Code; provided that any such employer shall be included within the term "Affiliate" only while a member of a group including a Contributing Employer. For purposes of Section [Error! Reference source not found.4.05](#), whether a member of a controlled group is an Employer shall be determined under section 1563(a) of the Code by substituting "50%" for "80%" everywhere it appears in that section, other than for purposes of determining whether two or more organizations are a brother-sister group of trades or business under common control under the rules of Treasury Regulation Section 1.414(c)-2(c).

1.03 Anniversary Date. “Anniversary Date” means each December 31.

1.04 Beneficiary. “Beneficiary” means (a) the Participant’s Spouse, or (b) the person or persons designated by the Participant with the consent of his or her Spouse (if any) as direct or contingent Beneficiary. In order to be valid, a Participant’s designation and his or her Spouse’s consent must be in writing on a form provided by the Trustees and the Spouse’s consent must be witnessed by an authorized representative of the Trustees or a Notary Public. No Participant’s designation, revocation, or change of Beneficiary shall be valid and effective unless and until it is filed with the Trustees. If no designation is made, or if all of the beneficiaries named in such designation predecease the Participant or cannot be located by the Trustees, the benefit, if any, shall be paid to the persons listed below, in the order of priority shown:

- (a) the Participant’s Spouse, or if none,
- (b) the Participant’s surviving children (or guardian thereof in the case of any minor children) in equal shares, or if none,
- (c) the Participant’s parents, or if none,
- (d) the Participant’s siblings in equal shares, or if none,
- (e) the Participant’s estate.

No claim for benefits shall be payable unless an application is properly completed by the duly entitled Beneficiary and delivered to the Trustees. The Trustees may require such proper proof of death and such evidence of the right of any person to receive benefits as the Trustees may deem necessary. The Trustee’s determination of the right of any person to receive payment shall be conclusive. Any payment made pursuant to this Section shall be a complete discharge of any liability of the Plan with respect to such payment.

Solely for purposes of the pre-retirement survivor benefit under Section [Error! Reference source not found.7.03\(b\)](#), a designation of a person who is married to the Participant at the time the designation is made is automatically voided by a subsequent termination of that marriage, subject to the provisions of any applicable Qualified Domestic Relations Order. The preceding sentence does not preclude the Participant from re-designating the now former spouse as Beneficiary pursuant to a Qualified Domestic Relations Order or otherwise.

1.05 Break-in-Service. “Break-in-Service” means, subject to the requirements of Section [Error! Reference source not found.11.01\(b\)](#), a Plan Year (or for purposes of determining if a Break-in-Service occurred in the initial Plan Year in which the Plan was in effect, the calendar year, with regard to service prior to the Effective Date) within which an Employee is not credited with more than 500 Hours of Service.

1.06 Code. “Code” means the Internal Revenue Code of 1986, as amended.

1.07 Collective Bargaining Agreement. “Collective Bargaining Agreement” means the agreement, including the resolution of acceptance of the Union or Fund, of a Contributing

Employer, executed between the Union and a Contributing Employer which provides for, among other things, payments to the Fund by such Contributing Employer.

1.08 Compensation. “Compensation” means:

(a) except as otherwise provided under this Section [Error! Reference source not found.1.08](#), the amount designated under the Collective Bargaining Agreement as the compensation upon which the allocation of the Contributing Employer’s contributions under the Plan to a Participant’s Retirement Account is based; and

(b) for purposes of Section [Error! Reference source not found.3.03](#), “Compensation” shall mean the Compensation, as defined in Subsection [Error! Reference source not found.\(a\)](#) of this Section, that a Participant would have received during a period of Qualified Military Service (or, if the amount of such Compensation is not reasonably certain, the Participant’s average earnings from the Contributing Employer for the twelve-month period immediately preceding the Participant’s period of Qualified Military Service); provided, however, that the Participant returns to work within the period during which his or her right to reemployment is protected by law; and

(c) for each Plan Year, only the first \$260,000, or such other amount as may be applicable under Code section 401(a)(17), of the amount otherwise described in Subsection [Error! Reference source not found.\(a\)](#) of this definition, except that this Subsection [Error! Reference source not found.\(e\)](#) shall not apply for purposes of Section [Error! Reference source not found.4.05\(b\)](#) for Limitation Years beginning prior to July 1, 2007. The dollar limitation of this Subsection [Error! Reference source not found.\(e\)](#) shall apply separately with respect to the Compensation of an Employee from each Contributing Employer instead of applying to the Employee’s total Compensation from all Contributing Employers, as required by the regulations under Code section 401(a)(17); and

(d) for purposes of Section [Error! Reference source not found.4.05](#), wages as defined in Code section 3401(a) and all other payments to the Employee by an Affiliate in the course of the Affiliate’s trade or business for which the Affiliate is required to furnish the Employee with a written statement under Code sections 6041(d) and 6051(a)(3) determined without regard to any rules under Code section 3041(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed; provided, however, that “Compensation” for purposes of Section [Error! Reference source not found.4.05](#) shall not be subject to the dollar limitation described under Subsection [Error! Reference source not found.\(e\)](#) for any Limitation Year beginning prior to July 1, 2007. For any Limitation Year beginning on or after July 1, 2007, for purposes of Section [Error! Reference source not found.4.05](#), “compensation” shall mean compensation as such term is defined in section Treas. Reg. §1.415(c)-2(a) taking into account all the timing rules set forth in Treas. Reg. §1.415(c)-2(e), paid to the Employee for the applicable period, and taking into account the dollar limitation described in Subsection [Error! Reference source not found.\(e\)](#).

Effective for Limitation Years beginning on or after January 1, 2009, for purposes of Section [Error! Reference source not found.4.05](#), “compensation” shall include differential wage payments (within the meaning of Section 3401(h)(2) of the Code).

(e) For purposes of this Section [Error! Reference source not found.4.08](#), effective January 1, 1998, Compensation shall not include any elective deferral as defined in Code section 402(g)(3) and any amount which is contributed or deferred by an Employer at the election of the employee and which is not includable in the Participant's gross income by reason of Code sections 125, 132(f)(4), or 457, unless the applicable Collective Bargaining Agreement provides otherwise. For purposes of Section [Error! Reference source not found.4.05](#), effective January 1, 1998, Compensation shall include such amounts.

1.09 Contributing Employer. "Contributing Employer" means any nursing home, health care facility or related institution that has a Collective Bargaining Agreement and that, with the approval of the Trustees, has joined the Plan in accordance with the terms of the Collective Bargaining Agreement and the Trust Agreement.

1.10 Contribution Period. "Contribution Period" means the period set forth in the Collective Bargaining Agreement with respect to which a Contributing Employer's contributions are made.

1.11 Distributee. "Distributee" means a Participant, the surviving Spouse of a deceased Participant, or a Participant's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order. Effective for distributions after December 31, 2006, a Distributee may also include a non-Spouse Beneficiary.

1.12 Early Retirement Date. "Early Retirement Date" means the later of (a) the date on which the Participant attains age fifty-five, or (b) the date on which the Participant is credited with five Years of Service for vesting purposes under the Plan.

1.13 Effective Date. "Effective Date" means January 1, 2014, the effective date of this amended and restated Plan, except as otherwise provided herein. The original effective date of the Plan was July 1, 1994.

1.14 Eligible Rollover Distribution. "Eligible Rollover Distribution" means the distribution of all or any portion of the balance to the credit of a Distributee from an eligible retirement plan (as defined in Section [Error! Reference source not found.4.07](#)), other than:

(a) a distribution that is one of a series of substantially equal payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of at least ten years;

(b) a distribution to the extent the distribution is required under section 401(a)(9) of the Code;

(c) a distribution that is exempt from the mandatory withholding requirements because the aggregate taxable distribution expected to be received by the Distributee during the calendar year does not exceed \$200 (or such greater amount as may be provided in regulations);

(d) the portion of any distribution that is not includible in the gross income of the Distributee; provided that such amount shall be treated as an Eligible Rollover distribution for purposes of Section [Error! Reference source not found.7-05](#); or

(e) effective for distributions made on or after January 1, 2002, a hardship distribution.

1.15 Employee. “Employee” means an individual who is employed by a Contributing Employer whose terms and conditions of employment with the Contributing Employer are governed by a Collective Bargaining Agreement and who is eligible for participation in the Plan under the terms of such Collective Bargaining Agreement.

1.16 Employer Contribution. “Employer Contribution” means an amount contributed to the Plan by a Contributing Employer in accordance with [Error! Reference source not found.Article III](#).

1.17 Fund. “Fund” means the assets and all earnings, appreciation and additions thereto, less losses, depreciation and any proper payments made by the Trustees, held under the Trust by the Trustees for the exclusive benefit of Participants and their Beneficiaries.

1.18 Hour of Service. “Hour of Service” means:

(a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for a Contributing Employer;

(b) each hour for which an Employee is paid, or entitled to payment, by a Contributing Employer with respect to a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty or leave of absence;

(c) solely for the purpose of determining whether a Break-in-Service has occurred, each hour that would normally have been credited to an Employee with respect to a period of time during which he or she is absent from employment (or, if such hours cannot be determined, eight hours per day) by reason of:

(1) the pregnancy of the Employee,

(2) the birth of a child of the Employee,

(3) the placement of a child with the Employee in connection with the adoption of the child by the Employee, or

(4) caring for the child for a period beginning immediately following that birth or placement;

provided that the Employee shall be credited with no more than 501 Hours of Service on account of any single continuous period of absence;

(d) each hour during any period of Qualified Military Service that would have constituted part of the Employee's customary work week if he or she had remained actively employed in the position he or she held immediately prior to the beginning of the period of Qualified Military Service;

(e) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by a Contributing Employer; and

(f) solely for vesting purposes under the Plan, in accordance with section 2530.210(b) of the United States Department of Labor regulations (which regulations are incorporated herein by reference), each hour of an employee's contiguous non-covered service (including service as a Leased Employee as defined below, if and only if the provisions of section 414(n)(5) do not apply to such individual) with a Contributing Employer or Contributing Employers. In addition, contiguous non-covered service with any employer before it becomes a Contributing Employer shall be included as Hours of Service, regardless of whether such employer maintained a pension plan; however, contiguous non-covered service with any employer after it ceases to be a Contributing Employer shall not be included as Hours of Service. Non-contiguous, non-covered service shall not be recognized for any purpose under the Plan.

A "Leased Employee" means any person (other than an employee of the Contributing Employer) who pursuant to an agreement between the Contributing Employer and any leasing organization has performed services for the Contributing Employer (or for the Contributing Employer and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under the primary direction or control of the Contributing Employer.

Hours of Service shall be credited to the Employee for the applicable Plan Year or Plan Years in which the duties are performed, for which the payment is made, or to which the award, agreement or leave pertains. In the case of hours credited under Subsection [Error! Reference source not found.](#)(e), relating to maternity or paternity absence, hours shall be credited in the year in which the absence from work begins if necessary to avoid a Break-in-Service in that Plan Year, or, in any other case, in the following Plan Year. All hours shall be credited consistent with the provisions of section 2530.200b of the United States Department of Labor regulations, which regulations are incorporated herein by reference.

1.19 Limitation Year. "Limitation Year" means the Plan Year.

1.20 Normal Retirement Date. "Normal Retirement Date" means the later of (a) the date on which the Participant attains age sixty-two, or (b) the fifth anniversary of the date on which the Participant commenced participation in the Plan.

1.21 Notice Period. "Notice Period" means the period beginning ninety days before and ending thirty days before the date the distribution of a benefit is scheduled to be made or commenced. For notices provided after December 31, 2006, the Notice Period means the period beginning up to one-hundred eighty (but not less than ninety) days before and ending thirty days before the date the distribution of a benefit is scheduled to be made or commenced.

1.22 Participant. “Participant” means an Employee who has met the eligibility requirements of Section [Error! Reference source not found.2-04](#). An individual who ceases to be actively employed shall nonetheless remain a Participant for purposes of benefit payments only, until all amounts due him or her under the Plan have been paid.

1.23 Plan. “Plan” means the profit sharing plan set forth in this document and the related trust agreement pursuant to which the Trust is maintained.

1.24 Plan Year. “Plan Year” means the period beginning July 1, 1994, and ending on December 31, 1994, and each calendar year thereafter.

1.25 Qualified Domestic Relations Order. “Qualified Domestic Relations Order” means a judgment, decree or order that relates to a Participant’s benefit under the Plan and meets the requirements of section 414(p) of the Code.

1.26 [Reserved].

1.27 Qualified Military Service. “Qualified Military Service” means any service in the uniformed services (as defined in chapter 43 of title 38, United States Code) where the Participant’s right to reemployment is protected by law. To protect his full rights, an Employee who leaves employment with his Participating Employer to enter Qualified Military Service should apply for reemployment with his Contributing Employer within the time prescribed by law following the end of his Qualified Military Service. Furthermore, he must inform the Trustees of his departure and rehire dates and be prepared to supply any evidence that may be required by Trustees to determine his rights.

1.28 Retirement Account. “Retirement Account” means a Participant’s account to which are credited Employer Contributions, if any, and earnings and losses therein.

1.29 Rollover Account. “Rollover Account” means a Participant’s account to which are credited the Participant’s Rollover Contributions, if any, and earnings and losses therein.

1.30 Rollover Contributions. “Rollover Contributions” means any amounts contributed to the Plan by a Participant in accordance with Section [Error! Reference source not found.4-07](#).

1.31 Spouse. “Spouse” means the person to whom a Participant is legally married for federal law purposes at the earlier of his or her benefit commencement date or date of death.

1.32 Total and Permanent Disability. “Total and Permanent Disability” means a physical or mental disability that renders an individual eligible for disability benefits under the federal Social Security Act.

1.33 Trust. “Trust” means the legal entity created by the Trust Agreement.

1.34 Trust Agreement. “Trust Agreement” means the Pension Fund for Nursing Home and Health Care Employees - Philadelphia and Vicinity Agreement and Declaration of Trust

entered by and between the Union and the Trustees, which fixes the rights and liabilities with respect to the control and management of the Fund for the purposes of the Plan.

1.35 Trustees. “Trustees” means the trustees designated by the Union and the Contributing Employers in accordance with the Trust Agreement or any successors thereto.

1.36 Union. “Union” means National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, District 1199C, or any other name by which it may be hereafter constitutionally known.

1.37 Valuation Date. “Valuation Date” means the last business day of the Plan Year or any other date as may be approved by the Trustees.

1.38 Year of Service. “Year of Service” means, subject to the requirements of Section [Error! Reference source not found.11.01](#), a Plan Year within which an Employee is credited with at least 1,000 Hours of Service; provided, however, that with regard to the initial Plan Year in which the Plan was in effect, an Employee shall be credited with a Year of Service for such Plan Year if he or she was credited with 1,000 Hours of Service during the calendar year ending on December 31, 1994.

ARTICLE II

ELIGIBILITY FOR PARTICIPATION

2.01 Participation Commencement Date. Each Employee who satisfies the eligibility requirements for participation in the Plan as set forth in the Collective Bargaining Agreement shall be a Participant as of the first day on which he or she satisfies such requirements.

2.02 Reemployed Individuals. A Participant in the Plan who terminates employment and who subsequently is reemployed shall again become a Participant in the Plan immediately upon his or her reemployment as an Employee; provided that he or she continues to meet the eligibility requirements set forth in the Collective Bargaining Agreement on such date.

ARTICLE III

CONTRIBUTIONS BY CONTRIBUTING EMPLOYERS AND FORFEITURES

3.01 Determination of Contributing Employer Contributions. Each Contributing Employer shall contribute to the Fund for each Contribution Period the amount set forth in the Collective Bargaining Agreement. The list of Contributing Employers is set forth on Appendix A hereto.

3.02 Payment of Contributing Employer Contributions. Payment of a Contributing Employer’s contribution to the Fund in accordance with Section [Error! Reference source not found.3.01](#) shall be made within the time prescribed by the Collective Bargaining Agreement.

3.03 Contribution Attributable to Qualified Military Service. Effective December 12, 1994, if a Participant returns to employment with a Contributing Employer following a period of Qualified Military Service, the Employer Contributions to the Plan with respect to such period shall be as follows:

(a) An amount equal to the Contributing Employer's contribution that would have been allocated in accordance with Section [Error! Reference source not found.3-01](#) had the Participant continued to be employed and received Compensation during the applicable period of Qualified Military Service shall be allocated to the Participant's Account. Such contribution shall be treated as a current expense of the Fund.

(b) For purposes of this Section [Error! Reference source not found.3-03](#), a Participant's Compensation for the applicable period of Qualified Military Service shall be deemed to equal the amount of Compensation the Participant would have received from the Contributing Employer during such period based on the rate of pay the Participant would have received from the Contributing Employer but for the absence due to the Qualified Military Service, or, if such rate of pay is not reasonably certain, the Participant's average Compensation during the 12-month period immediately before the Qualified Military Service or, if shorter, the period of employment immediately before the Qualified Military Service. The limitations under Section [Error! Reference source not found.4-05](#) are applicable to contributions made pursuant to this Section [Error! Reference source not found.3-03](#) for the Plan Year to which the contributions relate.

3.04 Delinquent Contributions. In the event a Contributing Employer's contribution for a Contribution Period is not paid by the date set forth under Section [Error! Reference source not found.3-02](#), the Trustees are authorized to pursue delinquent contribution actions authorized by the Employee Retirement Income Security Act of 1974, as amended, or the Trust Agreement. Any amount paid to the Fund pursuant to this Section [Error! Reference source not found.3-04](#) (including delinquent contributions, interest thereon and any corresponding liquidated damages) shall first be used to pay current expenses of the Plan and the Trust related to the collection of such amounts. Any amount remaining after the payment of Plan and Trust expenses shall be allocated among the Accounts of Participants to whom the delinquent contributions relate, in accordance with Section [Error! Reference source not found.4-04](#). After such allocation, the amounts shall be treated like all other Employer Contributions to the Plan and, therefore, be subject to the investment, valuation and forfeiture provisions applicable to Employer Contributions under the Plan.

3.05 Recovery of Contributing Employer Contributions. If a contribution is made by the Contributing Employer under a mistake of fact or law, with the consent of the Trustees, the excess of the amount contributed over the amount that would have been contributed had there not occurred a mistake of fact or law may be recovered by the Contributing Employer within six months after the date the Trustees determine that such contribution was made in error. Earnings attributable to any such contribution may not be recovered by a Contributing Employer. Any losses attributable to such contribution shall reduce the amount the Contributing Employer may recover. Such contribution is considered to be returned within the required six-month period if the Contributing Employer establishes a right to such refund by filing a claim with the Trustees within such six-month period. Any such refund of a mistaken contribution shall in no event

reduce any Participant's Account to an amount less than the amount that would properly have been in that Participant's Account had no mistake occurred.

3.06 Contributing Employer Contributions. The unvested portion of the Retirement Account of a Participant who terminates his employment shall be forfeited on the date on which he incurs five consecutive Breaks-in-Service or the date the Participant receives a "deemed cash-out" as defined by the Internal Revenue Service. A deemed cash-out shall occur if the value of the vested portion of a Participant's Account at the time the Participant's employment is terminated is zero, in which case the Participant shall be deemed to have received a single-sum payment of the entire vested portion of his or her Account as of the date of termination. The amount of any forfeitures occurring within a Contribution Period shall be used to pay current expenses of the Plan and Trust. The amount remaining after the payment of Plan and Trust expenses shall be credited in accordance with Section [Error! Reference source not found.4-03](#).

ARTICLE IV

CREDITS OF PARTICIPANTS

4.01 Valuation of the Fund. As of each Valuation Date, any increase or decrease in the fair market value of the Fund (net after deduction of liabilities) since the preceding Valuation Date shall be computed by the Trustees. The Trustees shall cause such amount to be credited to or deducted from all Participants' Accounts according to the proportion that each Participant's Account bears to the total of all Participants' Accounts as of the preceding Valuation Date. For the purpose of determining such increase or decrease, the balance at the preceding Valuation Date shall be reduced by amounts since paid from the Fund, and in any case where a benefit falls due on a Valuation Date it shall not be regarded as due until the next day. The fair market value of investments held in the Fund shall be determined by the Trustees in accordance with any reasonable method permitted under regulations prescribed by the United States Department of the Treasury and such reasonable and uniform rules as the Trustees may adopt.

4.02 Allocation of Contributing Employer Contributions. As of each Valuation Date, a Contributing Employer's contribution pursuant to Section [Error! Reference source not found.3-04](#) shall be credited to the Retirement Accounts of each Participant employed by it during the Contribution Period. The contribution allocated to each Participant's Retirement Account shall be determined by multiplying the Participant's Compensation by the percentage determined in accordance with the applicable Collective Bargaining Agreement.

4.03 Reallocation of Forfeitures. As of each Valuation Date, all amounts that have been forfeited pursuant to Section [Error! Reference source not found.3-05](#) since the last day of the preceding Contribution Period and are remaining after the payment of current expenses of the Plan shall be credited to the Retirement Accounts of all Participants according to the proportion that each Participant's Retirement Account bears to the total of all Participants' Retirement Accounts as of the preceding Valuation Date.

4.04 Allocation of Penalty for Delinquent Contributions. As of each Valuation Date, all amounts that have been paid to the Fund as penalties for delinquent contributions and which,

in accordance with Section [Error! Reference source not found.3.04](#), are to be allocated to Participant Accounts shall be treated as an additional Employer Contribution for the Contribution Period with respect to which the delinquent contribution relates and allocated in accordance with Section [Error! Reference source not found.4.02](#).

4.05 Limitation on Allocations.

(a) If the addition to any Participant's Retirement Account under Sections [Error! Reference source not found.4.02](#), [Error! Reference source not found.4.03](#) and [Error! Reference source not found.4.04](#) for any Limitation Year exceeds the maximum annual allowable addition to such Participant's Retirement Account under Subsection [Error! Reference source not found.\(b\)](#) after first taking into account any additions on the Participant's behalf under any other qualified defined contribution plan or any funded welfare plan maintained by an Affiliate, the excess shall be reallocated to the Retirement Accounts of all other Participants in accordance with Section [Error! Reference source not found.4.02](#). For purposes of the aggregation of plans pursuant to the foregoing sentence, multiemployer plans as defined in Code section 414(f) shall not be aggregated; however, where the Participant's Contributing Employer maintains both a plan that is not a multiemployer plan and a multiemployer plan, such plans shall be aggregated (based on the limitation year of the plan that is not a multiemployer plan) to the extent that contributions are made by such Contributing Employer to a common Participant. If after applying this Section to all Participants' Retirement Accounts there remains an amount that may not be allocated to any Participant's Retirement Account without violating the limit of Subsection [Error! Reference source not found.\(b\)](#), such amount shall be held in an unallocated account by the Trustees and allocated, as of subsequent Anniversary Dates, in accordance with Section [Error! Reference source not found.4.02](#) and this Section. No Fund assets may be held in an unallocated account except to the extent failure to hold such assets unallocated would violate this Section.

(b) Limitation. The annual additions to a Participant's Retirement Account under this Section [Error! Reference source not found.4.05](#) for any Limitation Year shall be limited to the lesser of:

(1) the dollar limitation in effect under Code section 415(c), as adjusted to reflect changes in the cost of living under Code section 415(d); or

(2) 100 percent (or, prior to January 1, 2002, 25 percent) of the Participant's Compensation for the Limitation Year.

The term "annual addition" shall include (i) Employer Contributions properly allocable to the Participant's Retirement Account (including amounts allocated in accordance with Section [Error! Reference source not found.4.04](#)), (ii) the amount of any forfeitures from other Participants' Retirement Accounts added to a Participant's Retirement Account for the Plan Year in question, (iii) amounts described in Code section 415(l)(1) (relating to contributions allocated to individual medical accounts which are part of a pension or annuity plan), and (iv) amounts described in Code section 419A(d)(2) (relating to contributions allocated to post retirement medical benefit accounts for key employees). The limitation referred to in Section [Error! Reference source not found.4.05\(b\)\(2\)](#) shall not apply to any contribution for medical benefits

within the meaning of Code sections 401(h) or 419A(f)(2) which is otherwise treated as an annual addition under Code sections 415(l)(1) or 419A(d)(2). For purposes of this limitation, only the contributions provided by the Contributing Employer by which the Participant is employed shall be taken into account in accordance with the applicable regulations under Code section 415.

(c) Excess Annual Additions. If the amount otherwise allocable to the Retirement Account of a Participant would exceed the amount described above as a result of the reallocation of forfeitures, a reasonable error in estimating the Participant's Compensation, or such other circumstances as permitted by law, the Trustees shall take the following corrective action. For Limitation Years beginning prior to July 1, 2007, if the excess amount is allocable to a Participant while the Participant remains an active Participant, the excess may be held in a suspense account (which shall share in investment gains and losses of the Fund) by the Trustees until the following Plan Year (or any succeeding Plan Years), at which time such amounts shall be allocated to the Participant's Retirement Account before any Employer Contributions are made on his or her behalf for the Plan Year. When the Participant ceases to be an active Participant, the excess held in the suspense account shall be allocated in the following Plan Year (or any succeeding Plan Years) to the Retirement Accounts of other Participants in the Plan. Furthermore, the Trustees shall perform any other actions as may be necessary to preserve the Plan's status as a qualified plan.

Notwithstanding any provision in this Section to the contrary, effective for Limitation Years beginning on or after July 1, 2007, the method(s) for correcting any excess annual additions under this Section are limited to those correction methods that are prescribed or permitted under the Internal Revenue Service's Employee Plans Compliance Resolution System or any other relevant guidance provided by the Internal Revenue Service.

(d) The Plan is intended to and hereby does incorporate by reference the limitations imposed on the Plan by Code section 415 and, effective for Limitation Years beginning on and after July 1, 2007, the final Treasury Regulations issued under Code section 415.

4.06 Timing of Credits and Deductions. Credits or deductions under Sections [Error! Reference source not found.4.01](#) through [Error! Reference source not found.4.04](#) shall be deemed to have been made on the date to which they relate, although they may actually be determined at a later date.

4.07 Rollover Contributions. With the approval of the Trustees, an Employee may contribute to a Rollover Account all or a portion of the amount payable to the Employee as an Eligible Rollover Distribution from any eligible retirement plan as defined in Section [Error! Reference source not found.7.05](#); provided, however, that the Plan shall not accept as rollover contributions any employee after-tax contributions or Roth contributions. Any payment to the Plan pursuant to this Section [Error! Reference source not found.4.07](#) shall be made as a direct rollover that satisfies section 401(a)(31) of the Code or shall be made to the Plan within sixty days after the Participant's receipt of the distribution from the eligible retirement plan in such manner as may be approved by the Trustees. The balance credited to the Rollover Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

ARTICLE V

VESTING

5.01 Rate of Vesting. A Participant shall be fully vested in the amount credited to his Retirement Account after the completion of five Years of Service; provided, however, that amounts contributed to his Retirement Account for Plan Years beginning after December 31, 2008 shall be fully vested after the completion of three Years of Service.

5.02 Breaks-in-Service for Vesting. If a Participant has five or more consecutive Breaks-in-Service, Years of Service credited before such Breaks-in-Service shall not be counted in computing his or her vested interest in the portion of his or her Retirement Account derived from contributions made after the Breaks-in-Service unless (a) before such Breaks-in-Service the Participant had a vested interest in his Retirement Account, or (b) the number of his or her Years of Service credited before such Breaks-in-Service (not counting Years of Service disregarded by reason of any prior Break-in-Service) equals or exceeds the number of his consecutive years of Break-in-Service.

5.03 Full Vesting at Normal Retirement, Early Retirement, Death or Disability. A Participant's interest in the amount credited to his or her Retirement Account shall in any case become 100% vested and nonforfeitable upon his or her Early Retirement Date, upon his or her Normal Retirement Date, upon his or her death while an Employee or upon his or her sustaining a Total and Permanent Disability.

ARTICLE VI

AMOUNT OF BENEFITS

6.01 Retirement Benefits. Upon termination of a Participant's employment at or after his or her Early Retirement Date or Normal Retirement Date, a Participant shall be entitled to his or her Accounts determined as of the Valuation Date immediately preceding or coinciding with such termination, plus any contributions credited to his or her Accounts after such Valuation Date (excluding earnings, gains or losses, and expenses on any such amounts contributed after such Valuation Date). Except as provided in Section [Error! Reference source not found.7.04](#) (Cashout of Small Payments), payment of benefits shall be made or commence as provided in Section [Error! Reference source not found.7.01](#), in one of the forms provided in Section [Error! Reference source not found.7.02](#).

6.02 Death of a Participant While an Employee. Upon termination of a Participant's employment by reason of death, his or her Beneficiary shall be entitled to the Participant's Accounts determined as of the Valuation Date immediately preceding or coinciding with the date of his or her death, plus any contributions credited to his or her Accounts after such Valuation Date (excluding earnings, gains or losses, and expenses on any such amounts contributed after such Valuation Date). Except as provided in Section [Error! Reference source not found.7.04](#) (Cashout of Small Payments), payment of benefits may be made or commence as soon as

administratively possible after the Trustees receive evidence of the death of the Participant, as provided in Section [Error! Reference source not found.7.03](#).

6.03 Total and Permanent Disability. Upon a Participant's becoming Totally and Permanently Disabled, the Participant shall be entitled to his or her vested Accounts determined as of the Valuation Date immediately preceding or coinciding with the date of his or her Total and Permanent Disability, plus any contributions credited to his or her Accounts after such Valuation Date (excluding earnings, gains or losses, and expenses on any such amounts contributed after such Valuation Date). Except as provided in Section [Error! Reference source not found.7.04](#) (Cashout of Small Payments), payment of benefits shall be made or commence as soon as administratively possible after the Trustees receive evidence that the Participant is Totally and Permanently Disabled, in one of the forms provided in Section [Error! Reference source not found.7.02](#).

6.04 Vested Benefit. Upon termination of a Participant's employment for any reason other than retirement, death or Total and Permanent Disability, a Participant shall be entitled to his or her vested Accounts, determined as of the Valuation Date immediately preceding or coinciding with the date of distribution, plus his or her vested interest in any contributions credited to his or her Accounts after such Valuation Date (excluding earnings, gains or losses, and expenses on any such amounts contributed after such Valuation Date). Except as provided in Section [Error! Reference source not found.7.04](#) (Cashout of Small Payments), payment of benefits shall be made or commence as provided in Section [Error! Reference source not found.7.01](#), in one of the forms provided in Section [Error! Reference source not found.7.02](#).

ARTICLE VII

PAYMENT AND FORM OF BENEFITS

7.01 General Benefit Commencement. If a Participant terminates employment at or before his or her Normal Retirement Date, his or her vested benefit shall be paid or commence as soon as administratively possible on or after his or her Normal Retirement Date (but in no event later than sixty days following the Plan Year in which his or her Normal Retirement Date occurs), unless the Participant elects in writing to have his or her benefit paid or commence as soon as administratively possible on or after his or her Early Retirement Date. If the Participant has not terminated employment, benefits shall commence no later than the April 1 following the calendar year in which the Participant reaches age seventy and one-half years of age unless the Participant elects to defer distribution until a date that is no later than as soon as administratively possible after the Participant's termination of employment. A failure to apply for benefits shall be deemed to be such an election to defer. An election to commence distribution shall be irrevocable after payment is cashed or directly deposited.

Notwithstanding anything in the Plan to the contrary, the form and timing of all distributions under the Plan shall otherwise comply with the requirements of section 401(a)(9) of the Code and the regulations thereunder, including the incidental death benefit requirements of Treas. Reg. §1.401(a)(9)-5. With respect to distributions made under the Plan for calendar years beginning on or after January 1, 2002, the Plan will apply the minimum distribution requirements of section

401(a)(9) of the Code in accordance with regulations under section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary. This amendment shall continue in effect until the last calendar year beginning before the effective date of final regulations under section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service. With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the final Treasury Regulations under section 401(a)(9) that were published on April 17, 2002.

7.02 Form of Retirement Benefit.

(a) A Participant shall elect within the 180-day period ending on the date benefit payments would commence to have his or her benefit paid to him or her:

(1) in a single sum; or

(2) in substantially equal monthly, quarterly, semiannual or annual installment payments over a period of ten or twenty years, provided that if the Participant elects installment payments, such payments shall be governed by the provisions of Subsection [Error! Reference source not found.](#)^(b).

(b) If a Participant or Beneficiary elects to have his or her benefit paid in installments, the amount distributed from the Account each year shall be at least equal to the quotient obtained by dividing the balance in the Account by the number of years remaining in the designated period.

7.03 Form and Payment of Death Benefit.

(a) If a married Participant dies before his or her benefit commencement date, any benefit due shall be paid in either of the optional forms available under Section [Error! Reference source not found.](#)⁷⁻⁰⁴ as the Spouse elects in writing. Benefits are payable to the Spouse as soon as administratively possible following the Participant's death.

(b) If a Participant who is not described in Subsection [Error! Reference source not found.](#)^(a) dies before his or her benefit commencement date, any benefit due shall be paid to his or her Beneficiary in a single sum within one year of the Participant's date of death.

(c) If a Participant dies on or after his or her benefit commencement date but before the entire amount of his or her benefit has been paid, the remaining amount shall be paid to his or her Beneficiary in the form and over the period being used at the Participant's date of death; provided, however, that the Beneficiary may elect in writing to have the amount remaining distributed in a single sum as soon as administratively possible.

7.04 Payment of Small Benefits. If a Participant is eligible for benefits under Section [Error! Reference source not found.](#)⁶⁻⁰⁴ (Vested Benefit), and such Participant's Accounts are \$5,000 or less, such Participant's distribution is not mandatory but such Participant may apply for distribution at any time. For distributions on or after January 1, 2002, the Participant's Rollover Account, if any, will be excluded for determining whether the \$5,000

threshold has been exceeded for purposes of the preceding sentence. If at the time of any distribution under this Plan the Participant's Accounts are \$5,000 or less, except as provided in the next sentence, benefits will be paid in the form of a single sum without spousal consent and no other forms of payment will be available. For distributions on or after January 1, 2002, the Participant's Rollover Account, if any, will be excluded for determining whether the \$5,000 threshold has been exceeded for purposes of the preceding sentence, unless the Participant elects to have such Rollover Account included.

7.05 Direct Rollovers. For Eligible Rollover Distributions made by the Plan, a Distributee may elect, at the time and in the manner prescribed by the Trustees, to have all or a portion of the Eligible Rollover Distribution paid as a direct rollover distribution to an eligible retirement plan. For purposes of this Section [Error! Reference source not found.7-05](#), "eligible retirement plan" shall include any (a) qualified plan described in section Code section 401(a); (b) annuity plan described in Code section 403(a) or, effective as of January 1, 2002, Code section 403(b); (c) individual retirement account or annuity described in Code sections 408(a) or (b) (other than an endowment contract); and (d) effective as of January 1, 2002, a governmental plan described in Code section 457. For distributions after December 31, 2006, a Distributee who is a non-Spouse Beneficiary may elect, at the time and in the manner prescribed by the Trustees, to have all or a portion of such distribution treated as an Eligible Rollover Distribution (provided that it would have been an Eligible Rollover Distribution if the Distributee had been the Participant's surviving Spouse), to be paid as a direct rollover to an individual retirement account or annuity described in Code section 408(a) or 408(b) (other than an endowment contract) ("IRA") which has been established to receive such distribution and which will be treated as an "inherited IRA."

Effective January 1, 2008, a "qualified rollover contribution" as described in Code Section 408A(e) may be made from the Plan to a Roth IRA in a direct rollover subject to the rules and provisions set forth in Section 408A(e) of the Code and any regulations issued thereunder.

7.06 Notice Requirement.

(a) Within the Notice Period, the Trustees shall supply a Participant or other Distributee entitled to receive an Eligible Rollover Distribution with a written notice of the rollover rules and tax treatment applicable to his or her distribution including, if applicable, a description of the right to defer distribution and, for notices provided on or after January 1, 2007, the possible consequences of failing to defer distribution.

(b) Payment of a Distributee's benefit may be made or commence within thirty days of his or her receipt of the notice required under Section [Error! Reference source not found.7-06\(a\)](#), provided that:

(1) the Trustees inform the Distributee that he or she is entitled to a period of at least thirty days after receiving the explanation required under Section [Error! Reference source not found.7-06\(a\)](#) to consider whether or not to elect a distribution (and, if applicable, a particular distribution option);

(2) the Distributee, after receiving this explanation, affirmatively waives the thirty-day waiting period.

ARTICLE VIII

DISTRIBUTIONS TO PARTICIPANTS FOR FINANCIAL HARDSHIP

8.01 Distributions to Participants. The Trustees may in their discretion, which shall be applied in a uniform and nondiscriminatory manner, cause the Plan to distribute to any Participant who has a 100% vested interest in the amount standing to the credit of his or her Retirement Account an amount from his or her Retirement Account in situations of financial hardship. Financial hardship shall mean a Participant's inability to pay expenses associated with:

- (a) the payment of tuition (excluding room and board expenses) of the next twelve months of post-secondary education for the Participant or his or her dependents (as defined under section 152 of the Code);
- (b) the purchase of the Participant's principal residence (excluding mortgage payments); or
- (c) payments necessary to prevent the eviction of the Participant from, or the foreclosure of the mortgage on, the Participant's principal residence.

8.02 Limitation on Distributions. The amount distributed to any Participant shall not exceed the lesser of the amount of indebtedness which he or she is unable to pay in a reasonable time or fifty percent of his or her vested interest in the balance of his or her Retirement Account as of the most recently prior Valuation Date. A Participant who requests a withdrawal in accordance with this [Error! Reference source not found.](#) ~~Article VIII~~ shall not be permitted to request another withdrawal hereunder until the sixth Plan Year following the Plan Year in which such withdrawal is made. Withdrawals shall be distributed in a single sum.

8.03 Application for Distribution. The Participant shall request the hardship distribution in writing at the time and in the manner prescribed by the Trustees.

ARTICLE IX

PLAN ADMINISTRATION

9.01 Fiduciary Responsibility. The Plan shall be administered by the Trustees, which shall be the Plan's "named fiduciary" and "administrator," as those terms are defined by the Employee Retirement Income Security Act of 1974, as amended, and its agent designated to receive service of process. All matters relating to the administration of the Plan, including the duties imposed upon the plan administrator by law, including those duties relating to the control or management of plan assets, shall be the responsibility of the Trustees. The Trustees shall have the power to interpret and construe the provisions of the Plan, and to decide such questions as may arise in connection with the operation of the Plan, including interpretation of ambiguous

Plan provisions, determination of disputed facts, and application of Plan provisions to unanticipated circumstances. The determination of the Trustees shall be subject to review only for abuse of discretion. All matters relating to the control or management of Plan assets shall, except to the extent delegated in accordance with the Trust Agreement, be the sole and exclusive responsibility of the Trustees.

9.02 Appointment and Removal of Trustees. The Trustees shall consist of no more than ten persons who shall be appointed and may be removed or resign in accordance with the terms of the Trust Agreement.

9.03 Trustees' Procedures. The Trustees may enact such rules and regulations for the conduct of its business and for the administration of the Plan as prescribed by the terms of the Trust Agreement.

9.04 Exclusive Benefit Rule. The Trustees shall administer the Plan for the exclusive benefit of Participants and their Beneficiaries.

9.05 Consultants. To the extent permitted under the terms of the Trust Agreement, the Trustees may, and to the extent required for the preparation of reports shall, employ accountants, actuaries, attorneys and other consultants or advisors. The fees charged by such accountants, actuaries, attorneys and other consultants or advisors shall represent reasonable compensation for services rendered and shall be paid from the Fund.

9.06 Method of Handling Plan Funds. All payments to the Fund shall be made by the employee of the Contributing Employer charged with that responsibility by the Contributing Employer's board of directors. All payments from the Fund shall be made by the Trustees.

9.07 Delegation and Allocation of Responsibility. To the extent permitted under the terms of the Trust Agreement, the Trustees may, by unanimous action in writing, delegate or assign any of its responsibilities for administering the Plan to one or more individuals or entities. In the event of any such delegation or allocation, the Trustees shall establish procedures for the thorough and frequent review of the performance of such duties. Persons to whom responsibilities have been delegated may not delegate to others any discretionary authority or discretionary control with respect to the management or administration of the Plan.

9.08 Claims Procedure. The Trustees shall have discretionary authority to construe the terms and provisions of the Plan and to make eligibility determinations. The Trustees and claimants shall adhere to the following rules with respect to handling applications for benefits hereunder:

(a) All claims for benefits under the Plan shall be in writing and filed with the Trustees.

(b) If a claim for benefits under the Plan is wholly or partially denied by the Trustees, the claimant shall, within ninety (90) days after receipt of the claim by the Plan, be provided with adequate notice, in writing, of such denial, written in as clear a manner as possible. If special circumstances require an extension of time for processing the initial claim, a written notice of the extension stating the reason therefore and the date by which the Plan

expects to render a decision shall be furnished to the claimant before the end of the initial ninety (90)-day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The written notice of denial of a claim shall set forth:

- (1) the specific reason or reasons for the determination;
- (2) reference to the pertinent Plan provisions upon which the denial is based;
- (3) a description of any additional material or information necessary to complete the claim and an explanation as to why such material or information is necessary;
- (4) an explanation of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse determination on appeal, provided that any such action must be brought in a court of competent jurisdiction in the Commonwealth of Pennsylvania within the time period described in Section 9.09(b).

9.09 Appeals Procedure.

(a) If a review is requested by a claimant, such request must be filed within sixty (60) days after receipt by the claimant of the notice of claim denial. The claimant shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The claimant shall have access to, upon request and without charge, copies of all documents, records, and other information relevant to the claimant's claim. The review shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. A benefit determination shall be made no later than the date of the next regularly scheduled meeting of the Trustees following receipt of a request for review, unless the request for review is filed within thirty (30) days of the meeting. In such a case, the benefit determination shall be made no later than the date of the second meeting following receipt of the request for review. If special circumstances require a further extension, a determination shall be rendered by the third meeting of the Trustees following receipt of the request for review. If extensions are required, the claimant shall be notified in writing of the special circumstances and the date by which the determination will be made, prior to the commencement of the extension. The administrator shall notify the claimant of the benefit determination no later than five (5) days after the determination is made. At the review, the Trustees will decide the issue on the basis of the merits of the case. Any notice of denial of a claim shall set forth, in as clear a manner as possible:

- (1) the specific reason or reasons for the determination;
- (2) the specific Plan provisions upon which the denial is based;
- (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;

(4) a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal.

The benefit determination of the Trustees on appeal shall be final and binding on all parties. If the claimant challenges an adverse determination on appeal, a review by a court of law shall be limited to the facts, evidence and issues presented during the claims and appeals procedures set forth above.

(b) A claim or action (i) to recover benefits allegedly due under the Plan or by reason of any law, (ii) to enforce rights under the Plan, (iii) to clarify rights to future benefits under the Plan, or (iv) that relates to the Plan and seeks a remedy, ruling or judgment of any kind against the Plan, the Trustees, a Plan fiduciary, or a party-in-interest (collectively, a "Judicial Claim"), may not be commenced in any court or forum until after the claimant has exhausted the Plan's claims and appeals procedures set forth herein (such claim or appeal shall be an "Administrative Claim"). A claimant must raise every argument and/or produce all evidence the claimant believe support the Administrative Claim and shall be deemed to have waived any argument and/or the right to produce any evidence not submitted to the Trustees as part of the claims and appeals procedures set forth above.

Any Judicial Claim must be commenced in a court of competent jurisdiction in the Commonwealth of Pennsylvania no later than 24 months after the earliest applicable "Notice Date" (as defined below), provided, however, that if the claimant commences an Administrative Claim before the expiration of such 24-month period, the period for commencing a Judicial Claim shall expire on the later of the end of the 24-month period and the date that is 90 days after the claimant's Administrative Claim is finally denied, such that the claimant has exhausted the Plan's claims and appeals procedures.

(1) In any case where benefits are paid to the claimant as a single sum, the Notice Date shall be the date of payment of the single sum or the date the payment was allegedly due.

(2) In any case where benefits are paid to the claimant in installments, the Notice Date shall be the date of payment of the first installment or the date the first installment was allegedly due.

(3) In any case where the Plan (prior to the filing of a claim for benefits) determines that an individual is not entitled to benefits and the Plan provides written notice to such person of its determination, the Notice Date shall be the date of the individual's receipt of such notice.

(4) In any case where the Plan provides an individual with a written benefits statement, the Notice Date with regard to matters described in such statement shall be the date of the receipt of such notice by such individual

(5) In any other case not described above, the Notice Date shall be the date that the Trustees first denied the claimant's request.

Any claim that is commenced, filed or raised, whether a Judicial Claim or an Administrative Claim, after the expiration of such 24-month period (or, if applicable, expiration of the 90-day period following exhaustion of the Plan's claims and appeals procedures) shall be time-barred. Filing or commencing a Judicial Claim before the claimant has exhausted the Administrative Claim requirements shall not toll the 24-month limitations period (or, if applicable, the 90-day limitation period).

ARTICLE X

AMENDMENT AND TERMINATION

10.01 Amendment. The Plan may be amended at any time and from time to time by the Trustees, provided that no amendment shall be effective to the extent that it has the effect of decreasing the balance of a Participant's Account or eliminating an optional form of benefit payment for benefits attributable to service before the later of the date the amendment is adopted or the date it becomes effective, except to the extent permissible under section 411(d)(6) of the Code and the regulations thereunder. If the vesting schedule of the Plan is amended, the nonforfeitable interest of a Participant in his or her Account, determined as of the later of the date the amendment is adopted or the date it becomes effective, shall not be less than the Participant's nonforfeitable interest in his or her Account, determined without regard to such amendment. If the Plan's vesting schedule is amended, each Participant with three or more Years of Service may elect to have the nonforfeitable percentage of his or her Account computed under the Plan without regard to such amendment. The Participant's election shall be made within sixty days after the latest of (a) the date the amendment is adopted, (b) the date the amendment becomes effective, or (c) the date the Participant is given written notice of the amendment by the Contributing Employer or the Trustees.

10.02 Termination or Partial Termination. While each Contributing Employer intends to continue the Plan indefinitely, each reserves the right to terminate the Plan at any time as to its Employees. If the Plan is terminated or partially terminated or a complete discontinuance of contributions occurs, all unvested amounts then standing to the credit of the Accounts of the Participants affected thereby shall immediately vest and be nonforfeitable and the Fund shall continue to be held for distribution as provided in [Error! Reference source not found, Article VI](#) and [Error! Reference source not found, Article VII](#). No employees of such Contributing Employer who are not then Participants may thereafter be admitted to the Plan, and the Contributing Employer shall make no further Employer Contributions to the Fund.

ARTICLE XI

MISCELLANEOUS

11.01 Reciprocity.

(a) Purpose. For the purpose of determining his or her eligibility for a deferred vested benefit under [Error! Reference source not found, Article V](#), his or her Early Retirement Date under Section [Error! Reference source not found, 1-12](#), and his or her Normal

Retirement Date under Section [Error! Reference source not found.1-20](#), a Participant's Years of Service shall include a Participant's total years of service for vesting purposes under the Plan and all related plans (as described in Subsection [Error! Reference source not found.\(e\)](#)). Notwithstanding the foregoing, not more than one Year of Service shall be counted pursuant to this Subsection [Error! Reference source not found.\(a\)](#) for any calendar year. During any calendar year in which a Participant accumulated vesting service under more than one Plan, his or her Years of Service for such year shall be determined by first calculating vesting service under the Plan in which the Participant was covered during the earliest part of the calendar year and, if such amount of vesting service is less than one year, by adding to it, up to the sum of one year, successive periods of the Participant's vesting service under any related plan or plans.

(b) Breaks-in-Service. For purposes of applying any reciprocal agreement to which the Plan or Trust is a party pursuant to a resolution adopted by the Trustees, in applying the rules of the Plan with respect to loss of vesting service, any period for which a Participant has earned vesting service under a related plan (as described under Subsection [Error! Reference source not found.\(e\)](#)) shall be considered to be a period of vesting service under the Plan for purposes of determining whether there has been a Break-in-Service.

(c) Related Plans. For purposes of this Section [Error! Reference source not found.11-01](#), a "related plan" is any retirement plan which is a party to a reciprocal agreement to which the Plan or Trust is a party pursuant to a resolution adopted by the Trustees.

11.02 Merger, Consolidation or Transfer of Assets or Liabilities. The Trustees reserve the right to merge or consolidate the Plan with any other defined contribution plan qualified under section 401(a) of the Code, or to transfer Plan assets or liabilities to any other qualified defined contribution plan, provided that the amount standing to the credit of each Participant's Account immediately after any such merger, consolidation or transfer of assets or liabilities shall be at least equal to the amount standing to the credit of the Participant's Account immediately before such merger, consolidation or transfer, determined as if the Plan had then terminated. Any merger or consolidation made pursuant to this Section [Error! Reference source not found.11-02](#) shall be done in accordance with the applicable regulations issued by the Pension Benefit Guaranty Corporation.

11.03 Limited Purpose of Plan. The establishment or existence of the Plan shall not confer upon any Employee the right to be continued as an Employee.

11.04 Nonalienation. No benefit payable at any time under this Plan and no interest or expectancy herein shall be anticipated, assigned, or alienated by any Participant or Beneficiary, or subject to attachment, garnishment, levy, execution, or other legal or equitable process, except for (a) a Federal tax levy made pursuant to section 6331 of the Code, (b) any benefit payable pursuant to a Qualified Domestic Relations Order, or (c) subject to the provisions of section 401(a)(13) of the Code, a judgment, order, decree or settlement between the Participant and the Secretary of Labor or the Pension Benefit Guaranty Corporation on or after August 5, 1997 relating to a violation (or an alleged violation) of part 4 of subtitle B of Title I of ERISA. Any attempt to alienate or assign a benefit hereunder, whether currently or hereafter payable, shall be void.

11.05 General Distribution Requirements. All distributions under the Plan shall be determined and made in accordance with the provisions of section 401(a)(9) of the Code and the regulations thereunder, including the minimum distribution incidental death benefit requirements of section 401(a)(9)(G) of the Code.

11.06 Facility of Payment. If the Trustees, in their sole discretion, deem a Participant or Beneficiary who is entitled to receive any payment hereunder to be incompetent to receive the same by reason of age, illness, infirmity or incapacity of any kind, the Trustees may apply such payment directly for the benefit of such person, or to make payment to any person selected by the Trustees to disburse the same for the benefit of the Participant or Beneficiary. Payments made pursuant to this Section shall operate as a discharge, to the extent thereof, of all liabilities of the Contributing Employers, the Trustees and the Fund to the person for whose benefit the payments are made.

11.07 Impossibility of Diversion. All Plan assets shall be held as part of the Fund until paid to satisfy allowable Plan expenses or to provide benefits to Participants or their Beneficiaries. It shall be impossible, unless Section [Error! Reference source not found.3-04](#) or [Error! Reference source not found.41-09](#) applies, for any part of the Fund to be used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries or the payment of the reasonable expenses of the administration of the Plan or of the Fund or both, and the Fund shall continue for such time as may be necessary to accomplish the purposes for which it was established.

11.08 Unclaimed Benefits. If a Participant or Beneficiary to whom a benefit is payable under the Plan either (i) cannot be located after making reasonable and diligent efforts in accordance with rules and procedures established for such purpose by the Trustees, or (ii) in circumstances where the Participant's or Beneficiary's whereabouts may be known but the Participant or Beneficiary refuses to cash the payment check(s), the Trustees shall forfeit the benefits payable to the Participant or Beneficiary.

Notwithstanding the foregoing, if the value of the Participant's or Beneficiary's Accounts equals or exceeds \$5,000 as of the Valuation Date immediately preceding or coinciding with his termination of employment, forfeiture of the Participant's Accounts shall not occur until April 1 of the calendar year following the calendar year in which the Participant attains age 70½, or as minimum distributions are otherwise required under section 401(a)(9) of the Code and the regulations thereunder.

If the value of the Participant's or Beneficiary's Accounts is less than \$5,000, the Trustees may determine the date of forfeiture in their sole discretion or roll the amount over to an IRA set up for the benefit of the Participant or Beneficiary.

Should the Participant or Beneficiary be located or make a claim for benefits after the Trustees have forfeited amounts payable to such Participant or Beneficiary, the Trustees shall restore such amount to the Participant's or Beneficiary's Accounts, adjusted for earnings and losses through the Valuation Date immediately preceding April 1 of the calendar year following the calendar year in which the Participant attained age 70½, and unadjusted for interest, earnings

and losses for the period between the April 1 of the calendar year following the calendar year in which the Participant attained age 70½ and the date of reinstatement.

11.09 Contingent Effectiveness of Plan Amendment and Restatement. The effectiveness of this amendment and restatement of the Plan shall be subject to and contingent upon a determination by the District Director of the Internal Revenue Service that the Plan and Trust continue to be qualified under the applicable provisions of the Code, so that the Employer Contributions by the Contributing Employers are deductible when made and the Trust continues to be exempt from federal income tax. If the District Director determines that the amendment and restatement adversely affect the existing qualified status of the Plan and Trust, then the Trustees shall have the right to further amend the Plan or to rescind the amendment and restatement.

11.10 Burden of Proof Regarding Fund Records. The Fund's records regarding a Participant's employment status, Years of Service, Compensation, Contributing Employer Contributions, Retirement Account values, and all other matters affecting eligibility for and amount of benefits are controlling in all cases. If the Participant believes that the Fund's records are incomplete or incorrect, the burden of proof is on such Participant to provide written documentation of additional information that a Participant believes is relevant. Whether such documentation is satisfactory to override the Fund's records will be determined by the Trustees in their sole and absolute discretion, subject to the Plan's claims and appeals procedure under Sections [Error! Reference source not found.9-08](#) and [Error! Reference source not found.9-09](#). A Participant may review or request copies of the Fund's records applicable to such Participant according to the procedure established by the Trustees or their delegates in accordance with applicable law.

11.11 Paperless Transactions. Notwithstanding any references within the Plan document to the use of written applications or forms, any form, record, procedure or process prescribed and/or approved by the Trustees to perform certain Plan-related activities through the use of electronic mail, telephone or voice-activated systems, computer or other "paperless" means may be used unless a written document is otherwise required by applicable law.

11.12 Death of Participant While on Qualified Military Service. Effective for deaths occurring on or after January 1, 2007, to the extent required by Section 401(a)(37) of the Code, the survivors of a Participant who dies while performing Qualified Military Service shall be eligible for any additional benefits (other than benefits accruals relating to the period of Qualified Military Service) that would have been provided under the Plan if the Participant had resumed employment while his reemployment rights were protected by law and immediately thereafter terminated employment due to death.

Appendix A
List of Contributing Employers

1. Aramark Custodial Services
2. Bala Nursing Home
3. Centennial Health & Rehab Center
4. Chestnut Hill Lodge @ Lyric
5. Cliveden Convalescent Center
6. Crothall @ Penn Med/Rittenhouse
7. Crothall @ Rittenhouse – Food Services
8. Crothall @ HUP/Pearlman Center
9. Crothall Health @ Penn Tower
10. Crothall Services @ UHUP
11. Deer Meadow Retirement Community
12. Fairview Nursing Home – Paper Mill Road
13. Fairview Nursing Home – Bethlehem
14. Genesis/Brandywine Hall
15. Germantown Home
16. Glendale/Uptown Home
17. HCS @ Fairview Bethlehem Pike
18. HCS @ Fairview Cr. Center/Paper Mill
19. HCS @ Glendale Uptown/ Dietary
20. HCS @ Kearsley
21. HCS @ Resthaven/Chestnut Hill
22. HCS Group/ Elkins Crest Health
23. HCS@ Glendale Uptown Home
24. HCS @ Majestic Oaks
25. Health Care Services @ Hillcrest
26. Health Care Services @ Brandywine Hall
27. Health Care Services @ Centennial
28. Health Care Services @ Penn Care
29. Hillcrest Center
30. Health Care Services @ Logan Square
31. Health Care Services @ Drescher Hill
32. Inglis House
33. Inglis House LGPN
34. Ivy Hill/Green Acres
35. John F. Kennedy Behavioral Health
36. Kearsley Home Holdings LP
37. Majestic Oaks
38. Maplewood Manor Conv. Center
39. Morrison @ HUP
40. PCAM-West/TRC @ Crothall Health
41. SCO Silver Care Health Center
42. St. Ignasius Nursing Home
43. Tucker House II Inc./ New Courtl.
44. Watermark @ Logan Square
45. Wyndmoor Hills/Carrington Place