

SUMMARY PLAN DESCRIPTION
FOR THE
LUTHERAN SENIOR SERVICES
RETIREMENT MATCH PLAN

A summary of the plan as prescribed by law.

January 2018

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LUTHERAN SENIOR SERVICES

RETIREMENT MATCH PLAN

INTRODUCTION

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

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

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

GENERAL INFORMATION

Plan Name

Your retirement plan is known as the Lutheran Senior Services Retirement Match Plan.

The effective date of the Plan is January 1, 1990. The Plan has been restated in its entirety effective March 1, 2017.

Plan Sponsor and Employer

This Plan is provided and sponsored by your Employer, Lutheran Senior Services.

Your Employer's principal office address and telephone number are:

1150 Hanley Industrial Court
St. Louis, Missouri 63144

(314) 446-2487

Employer Identification Number

The Employer identification number for Lutheran Senior Services is 43-0654862.

Number Assigned to this Plan by the Plan Sponsor

The number assigned to this Plan by the plan sponsor is 003.

Plan Administration

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

The Plan Administrator and the Plan Trustees will conduct the administration of the Plan.

Agent for Service of Legal Process

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

Plan Trustees

The Plan Trustees have the overall responsibility for managing the Plan assets. The Plan Trustees for the Lutheran Senior Services Retirement Match Plan are the members of the Retirement Plan Committee of Lutheran Senior Services.

Retirement Plan Committee
of Lutheran Senior Services
1150 Hanley Industrial Court
St. Louis, Missouri 63144
(314) 446-2487

Participating Related Employer

The following related employer has elected to participate in the Plan:

The Cole County Lutheran Home Association
1150 Hanley Industrial Court
St. Louis, Missouri 63144
(314) 446-2554

A list of employers sponsoring this Plan may be obtained by Participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by Participants and beneficiaries as required by law.

Description of Plan

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

Plan Year

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

Type of Administration and Funding

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

Direction of Investment

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

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement portfolio in any one company or industry, your accounts may not be properly diversified. The use of diversification and asset allocation as part of an overall investment strategy does not assure a profit or protect against loss in a declining market.

In deciding how to invest your retirement portfolio, you should take into account all of your assets, including any retirement accounts outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help verify that your retirement portfolio is on target to meet your retirement goals.

IMPORTANT INFORMATION

Amendment of the Plan

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

Termination of the Plan

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

The Plan will automatically terminate upon the following events:

- (A) bankruptcy of your Employer,
- (B) general assignment of Employer's assets,
- (C) dissolution of the business of your Employer.

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

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

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

Pension Guarantee

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

Notice of Possible Conflict

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

Caution

This summary contains a general description of the principal provisions of the Plan as in effect on January 1, 2018. The Plan document as adopted by your Employer is the only legally governing instrument. This summary is not a part of the Plan and does not modify it or serve as an agreed interpretation of any provision of the Plan. The summary

explains some of the usual circumstances applicable to many of the participants and employees, but does not cover unusual circumstances.

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

ELIGIBILITY AND SERVICE

Eligibility for Participation

If you are an “eligible employee” you will become a participant in the Plan when you complete one (1) Year of Service and attain age 21.

An “eligible employee” means any Employee of the Employer except:

- an Employee whose employment is designated by the Employer as temporary.
- a leased Employee, or
- a duly ordained commissioned or licensed minister of a church who participates in a retirement plan sponsored by the Lutheran Church – Missouri Synod or the Evangelical Lutheran Church in America.

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

If you terminate employment with your Employer, you will be eligible to resume participation in the Plan upon your reemployment by your Employer unless you were 0% vested when you terminated employment and you incurred 5 consecutive Breaks in Service. In this instance, you will be treated as a new hire.

Year of Service

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

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

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

Hour of Service

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

Effective January 1, 2013, Hours of Service performed for Senior Care Network will be counted as Hours of Services performed under this Plan for employees of Senior Care Network who became employees of Lutheran Senior Services on April 1, 2013.

Effective January 1, 2015, Hours of Service performed for W.T. Vernon Housing Corporation will be counted as Hours of Service performed under this Plan for employees of W.T. Vernon Housing Corporation who became employees of Lutheran Senior Services on January 1, 2015.

Effective August 16, 2015, Hours of Service performed for Mercy SNC will be counted as Hours of Service performed under this Plan for employees of Mercy SNC who became employees of the Lutheran Senior Services on August 16, 2015.

Effective February 1, 2016, Hours of Service performed for Cedars of Town and Country will be counted as Hours of Service performed under this Plan for employees of Cedars of Town and Country who became employees of the Lutheran Senior Services on February 1, 2016.

Hours of Service performed for any entity acquired by Lutheran Senior Services on or after November 1, 2017, will be counted as Hours of Service for all purposes of the Plan for any employee who becomes an Employee of Lutheran Senior Services as a result of the acquisition.

Break in Service

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

Change in Classification

If you become ineligible to participate because you are no longer a member of an eligible class of employees, your participation will begin immediately upon the return to an eligible class of employees.

If you are not a member of an eligible class of employees, but later become a member, your participation will begin immediately if you have satisfied the minimum service requirements specified in the Eligibility for Participation section and would have previously become a participant had you always been a member of an eligible class.

CONTRIBUTIONS

Employer Contributions

Lutheran Senior Services may make a discretionary matching contribution to the Plan equal to a discretionary percentage of your elective deferrals under the Lutheran Senior Services Tax Deferred Savings Plan. In determining the matching contribution, your Employer may limit the matching contribution to a discretionary percentage of your compensation or a discretionary dollar amount.

Employer matching contributions will be determined on a quarterly basis (Plan Year quarter).

Catch-up contributions made under the Lutheran Senior Services Tax Deferred Savings Plan are not eligible to be matched.

Allocation of Employer Contributions

You will be eligible for an Employer matching contributions for the Plan Year quarter regardless of the number of Hours of Service you work during the Plan Year quarter and regardless of whether you are employed on the last day of the Plan Year quarter.

Limitation on Contributions

The total contributions that can be allocated to your participant account under the Plan for the 2018 Plan Year cannot exceed the lesser of \$55,000 (adjusted for cost-of-living increases in \$1,000 increments) or 100% of your Compensation.

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

Rollovers

Rollovers will not be accepted under this Plan.

Any rollovers merged from the LSS Union 401(k) Retirement Plan shall be accounted for separately in your individual account. You will be 100% vested in any rollover amounts, and these amounts are payable to you at any time.

Compensation

Compensation means the amount reported as wages on your W-2 statement.

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

For the purpose of determining contributions under the Plan, Compensation will include an amount designated as a ministers housing allowance.

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

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

- (A) paid to you by the later of:
 - (1) 2½ months after the date you sever your employment; or
 - (2) December 31 of the calendar year that you sever your employment; and
- (B) would have been paid to you if you had continued employment with your employer.

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

The annual Compensation taken into account for determining all benefits provided under the Plan for the 2018 Plan Year will not exceed \$275,000 (adjusted for cost-of-living increases in \$5,000 increments).

VESTING

Vesting Schedule

You will be vested in the Employer contributions as set forth below:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 1	0%
1 but less than 2	20%
2 but less than 3	40%
3 but less than 4	60%

4 but less than 5	80%
5 or more	100%

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

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

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

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

A Participant who was employed at the Lutheran Senior Services' Hidden Lake location and completed an Hour of Service on July 31, 2015, shall be 100% vested.

You will be 100% vested in the portion of your individual account attributable to assets merged from the Lutheran Senior Ministries Money Purchase Plan (LSM Plan) and from the LSS Union 401(k) Retirement Plan at all times.

BENEFITS

Retirement Benefit

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

Generally, the law requires you to begin receiving benefits under the Plan on or before April 1st of the calendar year following the later of the calendar year in which you reach age 70½ or the date that you retire. For further information regarding your benefits contact the Plan Administrator.

Form of Benefit

All assets other than assets merged from the Lutheran Senior Ministries Money Purchase Plan (LSM Plan) will be paid in a single lump sum cash payment.

If your account includes assets that were merged from the Lutheran Senior Ministries Money Purchase Plan (LSM Plan), refer to the Appendix to the Summary Plan Description regarding distribution of those assets.

In-Service Distributions of Assets Merged from the LSS Union 401(k) Retirement Plan

- (A) In-Service Distributions at age 59½. When you attain age 59½ you are permitted to receive a distribution of all or a portion of your vested individual account attributable to assets merged from the LSS Union 401(k) Retirement Plan. A distribution is permitted even if you have not terminated employment.
- (B) Qualified Reservist Distributions. If you are a member of the reserves for the U.S. military and are called to active duty for a period exceeding 179 days or for an indefinite period, you may request a distribution of amounts attributable to your pre-tax Elective Deferrals under the Plan. You must request and receive the distribution after you are called to active duty and before your period of active duty is completed. You may repay a Qualified Reservist Distribution to an IRA, but not the Plan.
- (C) Active Duty Withdrawals. If you are on active military duty for more than 30 days, then the Plan treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for 6 months after the date of the distribution.

Only assets merged from the LSS Union 401(k) Retirement Plan are eligible for the distributions under (A), (B) and (C) above.

Normal Retirement Date

Your normal retirement date is the date on which you reach normal retirement age and terminate employment.

Normal retirement age means age 65.

You may elect to postpone receiving your retirement benefits to a date after you reach your normal retirement date.

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

Early Retirement Benefit

You are eligible for an early retirement benefit when you reach age 55, complete 10 Years of Service, and terminate employment. The benefit you receive will be equal to the amount that can be provided pursuant to the form of distribution purchased by the vested portion of your individual account.

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

You may elect to postpone receipt of your retirement benefits to a date after your early retirement date.

Disability Retirement Benefit

You are eligible for a disability retirement benefit when you are deemed to be totally and permanently disabled and terminate employment. You will be deemed to be totally and permanently disabled if you are receiving disability benefits under the federal Social Security Acts. The benefit you receive will be equal to the amount that can be provided pursuant to the form of distribution purchased by the vested portion of your individual account.

You may elect to postpone receipt of your retirement benefits to a date after your disability retirement date.

Death Benefit

In the event of your death before retirement, your account will be 100% vested. The benefit paid to your beneficiary may begin as soon as administratively feasible following your death. This benefit will be paid in a single lump sum payment.

If your account includes assets that were merged from the Lutheran Senior Ministries Money Purchase Plan (LSM Plan), refer to the Appendix to the Summary Plan Description regarding the death benefit from those assets.

If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

Benefit at Termination of Employment

If you terminate employment with your Employer for any reason, you will be vested in a percentage of your individual account determined by the vesting schedule set forth in the Vesting section. At termination of employment, the vested and nonvested portions of your individual account will be treated as follows:

- (A) If the vested portion of your individual account under this Plan is not greater than \$1,000, the vested portion will be distributed to you in a single lump sum payment as soon as administratively feasible following your termination of employment and any nonvested portion of your individual account will be treated as a forfeiture.
- (B) If the vested portion of your individual account under this Plan is greater than \$1,000, that amount will be distributable to you in a single lump sum payment. If you so elect, then any nonvested portion of your individual account will be treated as a forfeiture. If you do not so elect, then any nonvested portion of your individual account will be held in your individual account until you incur 5 consecutive Breaks in Service, at which time such nonvested portion will be forfeited.

Provided, however, if the vested portion of your individual account under this Plan is greater than \$1,000 and your account includes assets that were merged from the Lutheran Senior Ministries Money Purchase Plan (LSM Plan), you and your spouse, if applicable, must make a qualified election as described in the Appendix to the Summary Plan Description for distribution of those assets other than in a qualified joint and survivor annuity.

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

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

If you terminate employment and are 0% vested in your individual account, you are deemed to have received a distribution pursuant to the above paragraph and your entire individual account will be immediately forfeited. If you resume employment before the date you incur 5 consecutive Breaks in Service, then, upon your reemployment, that portion of your individual account derived from Employer contributions that was forfeited will be restored in an amount equal to the amount forfeited.

Loans

Loans are not permitted under the Plan.

Notice to Retired Participants or Beneficiaries

Benefit payments presently being received by a retired participant or beneficiary will continue in the same amount and for the period provided in the mode of settlement selected at retirement, and will not be changed unless false or erroneous information

was submitted on the participant's application for Plan membership or on any subsequent application for a form of retirement income. Under those circumstances, your benefit will be changed to reflect the correct information.

Notice to Separated Participants with Vested Benefits

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

Tax Treatment of a Distribution

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

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

If you elect to actually receive the distribution rather than directly transfer the distribution amount to a traditional IRA, another qualified retirement plan, 403(b) tax deferred annuity plan, or governmental 457(b) deferred compensation plan, then in most cases 20% of the distribution amount will be withheld for Federal income tax purposes.

If your account includes assets that were merged from the Lutheran Senior Ministries Money Purchase Plan (LSM Plan) and you elect to have all or a portion of your vested individual account directly transferred, you and your spouse, if applicable, must make a qualified election as described in the Appendix of the Summary Plan Description regarding the transfer of those assets.

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

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

MISCELLANEOUS

Quarterly Participant Statements

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

Qualified Domestic Relations Order

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

Plan Expenses

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

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

There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. These expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you. The Plan Administrator will inform you when there will be a charge (or charges) directly to your Participant account.

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

FMLA and USERRA

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

HEART

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

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

APPENDIX

Assets Merged from the Lutheran Senior Ministries Money Purchase Plan

If you were a participant in the Lutheran Senior Ministries Money Purchase Plan with assets that merged into the Lutheran Senior Services Retirement Match Plan the following provisions apply to the portion of your individual account attributable to those merged assets:

Qualified Joint and Survivor Annuity

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

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

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

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

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

In lieu of the 50% survivor benefit, a 75% survivor benefit may be elected.

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

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

- (A) Purchase of an Annuity. Monthly payments are made to you pursuant to the form of annuity you purchase.
- (B) Lump Sum. A single lump sum payment is made to you in lieu of monthly payments.
- (C) Installment Payments for Required Minimum Distributions. Payments are made in the amount needed to satisfy the required minimum distributions (age 70½ distributions) as required by law.

Qualified Preretirement Survivor Annuity

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

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

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

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

the time the actual election period begins (the first day of the Plan Year in which you turn age 35).

However, if:

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

then your death benefit will be paid to the beneficiary of your own choosing pursuant to the optional forms of payment above. You may designate such beneficiary on a form to be supplied to you by the Plan Administrator.

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

**SUMMARY OF MATERIAL MODIFICATIONS
FOR THE
LUTHERAN SENIOR SERVICES
RETIREMENT MATCH PLAN**

FEBRUARY 2019

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

Employer, Plan Sponsor and Plan Administrator

Lutheran Senior Services
1150 Hanley Industrial Court
St. Louis, Missouri 63144

Phone: (314) 446-2487

Employer Identification Number

43-0654862

Plan Number

003

Hour of Service

Effective January 1, 2019, Hours of Service performed for Sisters of the Good Shepherd Province of Mid-North America will be counted as Hours of Service performed under this Plan for employees of Sisters of the Good Shepherd Province of Mid-North America who became employees of the Lutheran Senior Services on January 1, 2019.

For the most current plan expense information see your Plan Administrator, or if applicable, your Participant Fee Disclosure.

**SUMMARY OF MATERIAL MODIFICATIONS
FOR THE
LUTHERAN SENIOR SERVICES RETIREMENT MATCH PLAN**

MARCH 2020

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

Employer, Plan Sponsor and Plan Administrator

Lutheran Senior Services
1150 Hanley Industrial Court
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Phone: (314) 446-2487

Employer Identification Number

43-0654862

Plan Number

003

Forms of Benefit

Effective March 15, 2020, in addition to the forms of benefit outlined in the Form of Benefit section of your Summary Plan Description, you may elect to take partial withdrawals from the Plan or have your benefit paid in installment payments. Installment payments will be made over a period certain in monthly, quarterly, semiannual or annual cash installments.

Effective March 15, 2020, in addition to the optional methods of payment outlined in the Appendix to the Summary Plan Description for assets merged from the Lutheran Senior Ministries Money Purchase Plan, if you and your spouse elect not to take a joint and survivor annuity, or if you are not married when your benefits are scheduled to begin, you may elect to take partial withdrawals from the Plan or have your benefit paid in installment payments. Installment payments will be made over a period certain in monthly, quarterly, semiannual or annual cash installments.

Generally, the law requires you to begin receiving benefits under the Plan on or before April 1st of the calendar year following the later of the calendar year in which you reach age 70-1/2 or the date that you retire. ***Effective March 15, 2020***, you are permitted to take installment payments to satisfy this distribution requirement. For further information regarding your benefits contact the Plan Administrator.

Death Benefit

In the event of your death before retirement, your account will be 100% vested. The benefit paid to your beneficiary may begin as soon as administratively feasible following your death. This benefit may be paid pursuant to one of the forms of benefit outlined in the Form of Benefit section of your Summary Plan Description as well as the Appendix to the Summary Plan Description for assets merged from the Lutheran Senior Ministries Money Purchase Plan.

At the time of your death, if you have not designated a beneficiary or your beneficiary is not alive, ***effective March 15, 2020***, the death benefit will be paid in the following order of priority to:

- your surviving spouse;
- your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants);
- your surviving parents, in equal shares; and then
- your estate.

If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

For the most current plan expense information see your Plan Administrator, or if applicable, your Participant Fee Disclosure.

**SUMMARY OF MATERIAL MODIFICATIONS
FOR THE
LUTHERAN SENIOR SERVICES RETIREMENT MATCH PLAN**

OCTOBER 2020

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

Employer and Plan Sponsor

Lutheran Senior Services
1150 Hanley Industrial Court
St. Louis, MO 63144

Phone: (314) 446-2487

Employer Identification Number

43-0654862

Plan Number

003

Plan Administration

Effective October 26, 2020, the Plan Administrator is the Retirement Plan Committee of Lutheran Senior Services. The Plan Administrator is responsible for maintaining records on participants, determining eligibility for benefits, and interpreting and administering the provisions of the Plan. You can contact the Plan Administrator at the address listed above if you have questions or requests regarding the Plan.

The Plan Administrator and the Plan Trustee will conduct the administration of the Plan.

Plan Trustee

Effective October 26, 2020, the Plan Trustee has the overall responsibility for managing the Plan assets. The Plan Trustee for the Lutheran Senior Services Retirement Match Plan is the Retirement Plan Committee of Lutheran Senior Services.

Retirement Plan Committee
of Lutheran Senior Services
1150 Hanley Industrial Court
St. Louis, Missouri 63144
(314) 446-2487

For the most current plan expense information see your Plan Administrator, or if applicable, your Participant Fee Disclosure.

**SUMMARY OF MATERIAL MODIFICATIONS
FOR THE
LUTHERAN SENIOR SERVICES RETIREMENT MATCH PLAN

SEPTEMBER 2022**

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

Employer and Plan Sponsor

Lutheran Senior Services
1150 Hanley Industrial Court
St. Louis, MO 63144

Phone: (314) 446-2487

Employer Identification Number

43-0654862

Plan Number

003

Vesting Schedule

You will be vested in the Employer contributions as set forth below:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 1	0%
1 but less than 2	20%
2 but less than 3	40%
3 but less than 4	60%
4 but less than 5	80%
5 or more	100%

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

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

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

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

A Participant who was employed at the Lutheran Senior Services' Hidden Lake location and completed an Hour of Service on July 31, 2015, shall be 100% vested.

You will be 100% vested in the portion of your individual account attributable to assets merged from the Lutheran Senior Ministries Money Purchase Plan (LSM Plan) and from the LSS Union 401(k) Retirement Plan at all times.

Effective September 30, 2022, you will be 100% vested in your individual participant account if your termination of employment is the result of a company divestiture (the sale of a business unit).

For the most current plan expense information see your Plan Administrator, or if applicable, your Participant Fee Disclosure.