

DEVEREUX
DEFINED CONTRIBUTION RETIREMENT PLAN
Summary Plan Description

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INTRODUCTION

Devereux established the Devereux Defined Contribution Retirement Plan (the “Plan”) to provide retirement income benefits to eligible employees of Devereux and certain subsidiaries and affiliates of Devereux that have adopted the Plan (collectively, the “Employer”).

This summary is known as a summary plan description (“SPD”). The SPD provides you with valuable information regarding your eligibility to participate in the Plan, your Plan benefits, your distribution options, and other features of the Plan. This SPD describes the current provisions of the Plan, which are designed to comply with applicable legal requirements. The SPD highlights the most important provisions of the Plan in effect as of January 1, 2017.

For purposes of this SPD, the terms “we” and “us” refer to the Plan Sponsor.

We have attempted to answer most of the questions you may have regarding your benefits under the Plan. If this SPD does not answer all of your questions, please contact the Plan Administrator (or other Plan representative). The name and address of the Plan Administrator can be found in the section of the SPD entitled “GENERAL INFORMATION ABOUT THE PLAN.”

This SPD summarizes the Plan’s benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator. Additional terms and conditions governing the Plan may also be provided in the contracts entered into between the Employer and the Vendor(s). A list of the Vendors under the Plan can be found in the section of the SPD entitled “GENERAL INFORMATION ABOUT THE PLAN.”

The Plan is subject to federal laws, such as the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Internal Revenue Code of 1986, as amended (the “Code”), and other federal and state laws that may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (the “IRS”) or Department of Labor (the “DOL”).

Devereux may amend or terminate the Plan at any time. You will receive a written announcement summarizing any important Plan changes after they are made. You should keep those supplemental announcements with this booklet so you will always have a current SPD.

If you have any questions, please contact your local or corporate HR department

ELIGIBILITY AND PARTICIPATION

Eligibility

You are eligible to participate in the Plan as of the first payroll period immediately following your becoming an employee of the Employer, provided you are not an Excluded Employee at that time.

For purposes of *Salary Deferrals*, you will be considered an **Excluded Employee** if you are:

- expecting to contribute less than \$200 annually to the Plan;
- a nonresident alien who has no earned income from sources within the United States; or
- a leased employee or an independent contractor.

For purposes of *Employer Contributions*, you will be considered an **Excluded Employee** if you are:

- under the age of 21;
- a nonresident alien who has no earned income from sources within the United States; or
- a leased employee or an independent contractor.

Participation

Participant Contributions

If eligible, you may participate in the Plan as of the first payroll period following your date of hire, provided you have completed a salary reduction agreement, an enrollment form with investment elections and a beneficiary designation. These forms can be completed online or on paper. Employee contributions are remitted to TIAA after each pay period during the Plan Year.

Employer Contributions

You will participate in the Plan for purposes of Employer Contributions as of the first day of the month on or after your attainment of age 21, completion of two Years of Eligibility Service, without a “Break in Service” and completion of 1,000 Hours of Service for the Plan Year (including the Plan Year in which you satisfy the eligibility requirements) and are employed on the last day ending in the final pay period of the plan year. All employer contributions will be made as soon as administratively possible in January of the following year and will be made based on earnings from the time eligibility is met through the end of the year.

There are two exceptions to the 1,000 hours of service and employment at end of plan year requirements:

1. An employee who is age 62 or older and in his / her final year of employment need not meet the requirement to be employed at the end of the plan year. If such employee meets the 1,000 hour requirement, then an employer contribution will be made on his / her behalf in January with all other employer contributions
2. An employee who passes away while an active employee during the plan year need not meet either the 1,000 hours requirement or the requirement to be employed at the end of the year. Contributions made on behalf of deceased participants will be made within 30 days of the date of death.

You will be credited with a **Year of Eligibility Service** for each Computation Period in which you are credited with at least 1,000 Hours of Service.

You will be credited with an “**Hour of Service**” for each hour for which you are paid or entitled to be paid for the performance of duties. Hours of Service also include each hour for which you are compensated by the Employer or entitled to compensation from the Employer for non-working periods such as vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, personal excused time, authorized travel days or leave of absence.

The “**Computation Period**” is the 12-consecutive month period beginning with the Plan Year that includes your date of hire and ending the anniversary of your date of hire (and each anniversary thereafter).

- You do **NOT** need to elect to make Salary Deferrals in order to receive the basic Employer Contribution described below. These contributions will automatically be contributed to your account under the plan on your behalf once you have satisfied the eligibility requirements described above.
- We ask that you complete an enrollment form and beneficiary designation with regard to these contributions. If you do not, the plan’s default investment and beneficiary designation provisions will apply until you change them.
- To be eligible to receive the additional matching Employer Contributions described below, you will need to elect to make Salary Deferrals of at least 1% of your Compensation.

Break in Service

A **Break in Service** occurs if you are not credited with at least 501 Hours of Service with the Employer during the 12-month Computation Period. For determining whether a Break in Service has occurred in a Computation Period, if you are absent from work due to maternity, paternity or other absence under the Family Medical Leave Act you will receive credit for the Hours of Service that would otherwise have been credited to you. For your excused absence, or in any case in which the hours cannot be determined, eight Hours of Service per day will be credited for the excused absence. The Hours of Service credited will be credited either in the Computation Period in which the excused absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following Computation Period. The total number of Hours of Service credited shall not exceed 501 hours.

For purposes of eligibility to receive Employer Contributions, for any Computation Period in which you *are not* credited with at least 1,000 Hours of Service, but you are credited with 501 hours or more of service, you will maintain a one-year credit towards your Year of Eligibility Service until you have either (a) reached 1,000 hours in the Computation Period, or (b) worked less than 501 Hours of Service and have a Break in Service.

Reemployment

Participant Contributions

If you have a termination of employment and are reemployed as an Eligible Employee, you will again be eligible to participate in the Plan and elect to have elective deferrals made on your behalf as of the first payroll period following your reemployment.

Employer Contributions

Generally, if you (a) were a participant in the Plan prior to termination of employment, and (b) are

subsequently reemployed within 12 months of the termination of employment, you will be eligible to again participate in the Plan for purposes of Employer Contributions as of the first day of the first month following your reemployment provided you have met the requirements for participation described above, *and* have been credited with at least 1,000 Hours of Service in the Plan Year (including the Plan Year in which you satisfy the eligibility requirements).

If you did not meet the requirements for participation prior to termination of employment, you will again be required to satisfy the participation requirements described above upon your reemployment.

CONTRIBUTIONS

Once you become a participant in the Plan, you may elect to have a portion of your Compensation contributed to the plan on a pre-tax basis as a “Salary Deferral” (all or a portion of which may, instead, be contributed to the Plan on an after-tax basis as a “Roth Salary Deferral”). If you meet certain additional conditions, you may elect to have your Compensation reduced by an additional amount as an “Age 50 Catch-Up Contribution” and/or as a “403(b) Catch-Up Contribution.” Rollover Contributions are also permitted.

In general, both participant contributions and Employer Contributions are based on your Compensation for a Plan Year.

Compensation

For the purpose of contributions under the Plan, **Compensation** is generally defined as your base wages or salary, excluding other forms of supplemental pay. Compensation also includes any amount that you have authorized your Employer to deduct from your pay for purposes of making contributions to the Plan, a welfare benefit plan of the Employer (including any amounts not available to you in cash in lieu of group health coverage as a result of your inability to certify that you have other health coverage, so long as the Employer does not request or collect such information as part of the enrollment process for the Employer’s health plan), as well as amounts you would have received with respect to any period of active military service in the uniformed services of the United States of more than 30 days (provided you return to employment within the period during which your rights to reemployment are protected by law).

Payments that would have been made to you if you had continued in employment and are (a) considered regular compensation for services during your regular working hours, and (b) accrued bona fide sick, vacation, or other leave (but only if you would have been able to use the leave if your employment had continued), are also included in Compensation provided they are paid by the later of:

- 2½ months after your separation from employment; or
- the end of the Plan Year in which you sever your employment.

The Plan cannot recognize Compensation in excess of the annual limit set by law. This amount may be adjusted periodically for cost-of-living increases. The current annual Compensation limit is \$270,000. Information on the annual Compensation limit will be provided to you annually and can also be found on the IRS’ website (listed as the “401(a)(17) Annual Compensation” limit): <http://www.irs.gov/retirement/article/0,,id=96461,00.html>.

For more information on how Compensation is defined for Plan purposes, please contact the Plan Administrator or consult Plan documents.

Participant Contributions

Salary Deferrals and Roth Salary Deferrals

As a participant, you may elect to contribute a portion of your Compensation on a pre-tax basis (Salary Deferral) or an after-tax basis (Roth Salary Deferral). Your total pre-tax Salary Deferrals and after-tax Roth Salary Deferrals in any taxable year may not exceed the maximum limit that is set by law (see the section of the SPD entitled “Limitations on Contributions” below for more information).

403(b) Catch-Up Contributions

If you are an active participant with at least 15 years of service, you may elect to contribute an additional portion of your Compensation known as “403(b) Catch-Up Contributions.” You may elect to defer up to the smallest of:

- \$3,000;
- \$15,000, reduced by any 403(b) Catch-Up Contributions that you contributed in prior years; or
- The excess of (a) \$5,000 multiplied by your Years of Service with the Employer over (b) the amount of your pre-tax Salary Deferrals and after-tax Roth Salary Deferrals contributed both in prior years.

If you elect to make a 403(b) Catch-Up Contribution, a tax deferred annuity (TDA) calculation will be made by the Vendor to determine if you are eligible to make a 403(b) Catch-Up Contribution to the Plan.

Age 50 Catch-Up Contributions

If you reach the limitations imposed by the Plan or the Code on pre-tax Salary Deferrals, you may elect to contribute an additional portion of your Compensation known as “Age 50 Catch-Up Contributions” for each Plan Year beginning with the Plan Year in which you reach age 50. Age 50 Catch-Up Contributions may be contributed regardless of any other limitations on the amount that you may contribute to the Plan. Your total Age 50 Catch-Up Contributions in any taxable year may not exceed the maximum dollar limit that is set by law (see the section of the SPD entitled “Limitations on Contributions” below for more information).

If you are eligible to make both 403(b) Catch-Up Contributions and Age 50 Catch-Up Contributions, any additional amounts that you elect to contribute will first be considered 403(b) Catch-Up Contributions.

Changing Your Contributions

You may elect to increase, decrease or suspend the amount of your pre-tax Salary Deferrals, after-tax Roth Salary Deferrals, 403(b) Catch-Up Contributions or Age 50 Catch-Up Contributions at any time during the Plan Year. Your election to increase, decrease or suspend your contributions will take effect as soon as possible after it is received by the Plan Administrator.

Participant Responsibility

It is your responsibility, upon initial enrollment and thereafter, to provide the Plan Administrator with any information necessary, required or advisable for the Plan Administrator to effectively administer the Plan and your Accounts under the Plan.

Employer Contributions

With respect to each Plan Year in which you are credited with at least 1,000 Hours of Service and remain employed on the last day of the final pay period ending in the Plan Year, we will contribute basic Employer Contributions to the Plan on your behalf equal to five percent (5%)* of Compensation earned while you are a participant in the Plan. However, if you are age 62 or older and your employment terminates prior to the last day of the Plan Year and you have completed two years of Eligibility Service without a Break in Service and completed 1,000 Hours of Service for the Plan Year, you will also be eligible to receive basic Employer Contributions.

In addition to the basic Employer Contributions above, if you made pre-tax Salary Deferrals and/or after-tax Roth Salary Deferrals equal to one percent to two percent (1% to 2%) of your Compensation, we will make an additional matching Employer Contribution of equal amount to the Plan on your behalf.*

* Cleo Wallace employees – Devereux’s basic contributions is three percent (3%). There is no Devereux match.

* Heartland for Children employees – Devereux’s basic contribution is seven percent (7%) with up to a three percent (3%) match.

* Devereux Community Based Care employees – Same as Devereux

Limitations on Contributions

Salary Deferrals

The amount that you can make under the Plan on an annual basis is limited by law and may be increased periodically for cost-of-living adjustments. Currently, this annual limit is \$18,000. Information on the annual limit will be provided to you on a yearly basis and can also be found on the IRS’ website (listed as the “402(g)(1) Elective Deferrals” limit): <http://www.irs.gov/retirement/article/0,,id=96461,00.html>.

You should also be aware that this annual dollar limit is an aggregate limit that applies to all pre-tax Salary Deferrals (including after-tax Roth Salary Deferrals) you may make under this Plan **AND** any other salary deferrals that you make under any other cash or deferred arrangement (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans in which you may be participating). Generally, if your total pre-tax salary deferrals and after-tax Roth salary deferrals under all cash or deferred arrangements for a calendar year exceed the annual dollar limit, the excess must be included in your income for the year. For this reason, it is desirable to request in writing that the excess be returned to you. If you fail to request such a return in a timely manner, you may be taxed a second time when the excess is ultimately distributed from the Plan.

Further, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which the excess was made. However, if the entire dollar limit is exceeded in this Plan or any other plan we maintain, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess and any earnings to you by April 15th. In addition, if you made both pre-tax Salary Deferrals and after-tax Roth Salary Deferrals in the year in which the excess occurs, you must also decide the designation of your excess distribution. If your request fails to designate your excess distribution as pre-tax Salary Deferrals and/or after-tax Roth Salary Deferrals, you will receive a distribution of excess pre-tax Salary Deferrals first from the Plan.

Age 50 Catch-Up Contributions

The limit on the amount of pre-tax Salary Deferrals and/or after-tax Roth Salary Deferrals you can make under the Plan may be extended for any Plan Year in which you are at least age 50. The maximum Age

50 Catch-Up Contribution limit may be increased periodically for cost-of-living adjustments and can be found on the IRS' website (listed as the "414(v)(2)(B)(i) Catch-up Contributions" limit): <http://www.irs.gov/retirement/article/0,,id=96461,00.html>. Currently the limit is \$6,000.

Limitation on All Contributions

The law imposes a maximum limit on the total amount of contributions that may be contributed to your Accounts under the Plan. This annual limit applies to all contributions we make on your behalf, all contributions you make to the Plan (other than 403(b) Catch-Up Contributions, Age 50 Catch-Up Contributions, and Rollover Contributions), and any other amounts allocated to any of your Accounts during the Plan Year, excluding earnings. The current limit is \$54,000. Each Plan Year you will be provided with information on the annual dollar limit which may be increased periodically for cost-of-living adjustments. The annual dollar limit can also be found on the IRS' website (listed as the "415(c)(1)(A) DC Limits"): <http://www.irs.gov/retirement/article/0,,id=96461,00.html>.

Rollover Contributions

If you are a participant in the Plan, you may be permitted to roll over into the Plan certain distributions from other Eligible Retirement Plans. For this purpose, an **Eligible Retirement Plan** includes an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, an eligible governmental plan described in section 457(b) of the Code or a Roth individual retirement account described in section 408A of the Code.

If you are eligible to receive an Eligible Rollover Distribution from another Eligible Retirement Plan, you may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan. Please contact TIAA at 1-800-842-2252 if you are interested in making a Rollover Contribution to the Plan.

Qualified Military Service

If you return to employment following a period of Qualified Military Service, you will be permitted to make additional pre-tax Salary Deferrals, after-tax Roth Salary Deferrals, 403(b) Catch-Up Contributions and Age 50 Catch-up Contributions, up to the amount that you would have been permitted to make if you had continued to be employed and received compensation during the period of Qualified Military Service (subject to the limitations described above). Employer Contributions that would have been made on your behalf during the period of Qualified Military Service will also be made. **Qualified Military Service** is any period of time for which you are absent for military service under leave granted by the Employer or required by law, provided you return to employment while your right to re-employment is protected by law.

Leave of Absence/Disability

If you are on an approved leave of absence (or absent from work as a result of a disability), you will continue to be able to make pre-tax Salary Deferrals and/or after-tax Roth Salary Deferrals to the Plan and receive an allocation of any Employer Contributions, provided you continue to receive Compensation during your leave of absence or disability.

INVESTMENT OF CONTRIBUTIONS

Accounts

There are several types of Accounts that may be established for you under the Plan:

- Salary Deferral Account – contains your pre-tax Salary Deferrals
- Roth Salary Deferral Account – contains your after-tax Roth Salary Deferrals
- 403(b) Catch-Up Contribution Account – contains your 403(b) Catch-Up Contributions
- Age 50 Catch-Up Contribution Account – contains your Age 50 Catch-Up Contributions
- Employer Contribution Account – contains the Employer Contributions that your Employer may contribute on your behalf
- Rollover Contribution Account – contains your Rollover Contributions

Your Accounts will be adjusted by:

- subtracting any distributions or withdrawals made to you from the Plan; and
- adding or subtracting the proportionate share of the investment earnings, losses and/or Plan expenses of each investment fund in which your Accounts are invested.

Investments

Your Accounts are invested according to your instructions among the Funding Vehicles offered by the Vendor(s). You may change your election as to the investment of future contributions or elect to transfer your existing Accounts among the Funding Vehicles at any time, subject to any restrictions and limitations on the timing of transactions and transfers established by the Vendor(s).

The Plan is intended to be an “ERISA section 404(c) plan,” which is a plan described in section 404(c) of ERISA, and Title 29 of the Code of Federal Regulations, section 2550.404c-1. This means that the Plan allows you to choose from a broad range of investments, and you can (and have the responsibility to) decide for yourself how to invest your Account in the Funding Vehicles offered under the Plan. The Employer, the Plan Administrator, the Vendor(s) and any other fiduciary of the Plan are relieved of liability for any losses that are the result of your exercise of control over the investment of assets in your annuity contract and/or custodial account.

Your Accounts are segregated for purposes of determining the earnings, losses and expenses on these investments. Your Account does not share in the investment performance of other participants’ Accounts.

The amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. There are no guarantees of performance. The Employer, the Plan Administrator, and the Vendor(s) do not guarantee the performance of any investment you choose.

Please note that if you fail to direct the investment of your Accounts under the Plan, your contributions will automatically be invested in the Funding Vehicle that the Employer has established as the default investment fund until you affirmatively elect to direct the investment of such amounts. The default investment fund for the Plan is the TIAA Lifecycle Fund.

The current selection of Vendors and Funding Vehicles offered under the Plan is not intended to limit future additions or deletions of Vendors and Funding Vehicles. Any additional investment funds offered by a Vendor(s) will automatically be made available to you in accordance with the procedures established by the Employer, the Plan Administrator and the Vendor(s). You will be notified of any additions or deletions.

Please contact the Plan Administrator for a current list of the Funding Vehicles available under the Plan.

Limitation on Investment Transactions

The investment options available under the Plan are generally intended to be long-term investments suitable for retirement savings and are not designed to accommodate frequent exchanges (purchases and sales) by participants. An exchange occurs any time you transfer all or a portion of your Account from one investment option to another. Frequent exchanges by participants may be harmful to the performance of the Plan's investments by increasing transaction costs that are shared by all investors and by interfering with portfolio management. Therefore, the Plan Administrator and/or the entities that provide investments and administrative services to the Plan may adopt procedures to discourage these activities such as limiting the frequency with which you may submit investment directions, limiting the frequency with which you may transfer in and out of investment options, and limiting the dollar value of such transactions. You will be notified of any such procedures applicable under the Plan. You should keep in mind that such procedures may not detect or prevent all frequent trading in the Plan's investment options and that these activities may be harmful to investment performance.

VESTING

You are fully and immediately vested in the value of your Accounts under the Plan and such amounts are nonforfeitable.

DISTRIBUTIONS, IN-SERVICE WITHDRAWALS, LOANS, TRANSFERS AND EXCHANGES

Distribution of your Account is generally not permitted except in the event of termination of employment, disability or death. If you meet certain requirements, however, the Plan provides for certain in-service withdrawals.

Termination of Employment

You may elect to have your benefit distributed to you as soon as administratively practicable following your termination of employment. .

You may leave your benefits with the vendor if your Account exceeds \$1,000. However, there are rules that require that certain minimum distributions be made from the Plan. Generally, minimum distributions must begin no later than April 1st of the calendar year following the later of the year in which you terminate employment or the year in which you reach age 70½.

You will be treated as having a termination of employment for purposes of qualifying for a distribution from your pre-tax Salary Deferral Account and/or after-tax Roth Salary Deferral Account if you are performing service in the uniformed services of the United States while on active duty for a period of more than 30 days and are receiving military differential pay. If you take such a distribution, you will not, however, be permitted to make pre-tax Salary Deferrals and/or after-tax Roth Salary Deferrals to the Plan for six months following the date of the distribution.

Death Benefits

Your Account balance will be used to provide your beneficiary with a benefit upon your death. If your Account exceeds \$1,000 at the time of your death, your beneficiary will be entitled to receive distribution of your benefit in any of the forms permitted by the Vendor. If your Account is \$1,000 or less at the time of your death, your beneficiary will receive a distribution of your benefit in the form of a lump sum.

Beneficiary Designations

You may name and/or change a beneficiary by completing a form online or you can request a paper form from the Vendor and return the completed form to the Vendor. If you appoint a trust as your beneficiary, any change in the beneficiaries of the trust will be considered a change in your beneficiary designation. The latest form you have completed and returned to the Vendor before your death will control. If no valid beneficiary designation exists at the time of your death, your beneficiary will be determined in accordance with the procedures established by the Vendor, otherwise your default beneficiary will be your spouse. If you do not have a spouse, your beneficiary will be your estate.

Direct Rollover Distributions

You may request that all or part of any Eligible Rollover Distribution you receive from the Plan be rolled over directly from the Plan to an Eligible Retirement Plan. In general, an **Eligible Rollover Distribution** is any distribution *other* than the following:

- A payment in the form of installments over the single or joint and last survivor life expectancy of the participant and/or beneficiary, or over a period of 10 or more years;
- A hardship withdrawal; or
- A required minimum distribution after age 70½.

In addition, an Eligible Rollover Distribution that is considered a “qualified rollover distribution” may be rolled over directly in a trustee-to-trustee transfer from the Plan to a Roth IRA.

If a benefit is payable after your death to your surviving spouse, your surviving spouse may make an Eligible Rollover Distribution under the same rules that apply to distributions made to you. If your beneficiary *is not* your spouse, your non-spouse beneficiary may request that all or part of an Eligible Rollover Distribution be rolled over directly from the Plan to an inherited IRA or an inherited Roth IRA, but not to another employer’s retirement plan.

The Vendor will notify you if any amount to be distributed to you is an Eligible Rollover Distribution for which this election is available. Special tax withholding rules apply to any portion of an Eligible Rollover Distribution that is not rolled over directly to an Eligible Retirement Plan. You will be provided with more information on rollover distributions when you receive a distribution from the Plan.

Because the tax laws are complex with regard to distributions and rollovers from qualified plans, we urge you to consult your tax advisor before rolling over distributions from the Plan.

In-Service Withdrawals

To the extent permitted by the applicable Vendor, you may be able to elect an in-service withdrawal from the Plan while you are still employed if you satisfy certain conditions. However, this withdrawal is not in

addition to your other benefits and will, therefore, reduce the value of the benefits you will receive after your termination from employment or upon your death.

Salary Deferrals Made Prior to January 1, 1989

You may be eligible to request an in-service withdrawal of any pre-tax Salary Deferrals (and earnings) contributed to your Account prior to January 1, 1989.

Withdrawal of Rollover Contributions

You may request an in-service withdrawal of your Rollover Contributions (and earnings) at any time.

Age 59½ Withdrawals

You may be able to request an in-service withdrawal of your pre-tax Salary Deferrals, after-tax Roth Salary Deferrals, 403(b) Catch-Up Contributions, and Age 50 Catch-Up Contributions once you reach age 59½.

Hardship Withdrawals

To the extent permitted by the Vendor, you may be able to request a withdrawal of all or any portion of your pre-tax Salary Deferrals (excluding earnings) while you are still employed if you incur a financial hardship. However, this withdrawal is not in addition to your other benefits and will, therefore, reduce the value of the benefits you will receive after your separation from employment or upon your death. IRS rules determine what qualifies as a “hardship.”

In general, hardship distributions are only available if needed to:

- pay medical expenses incurred by you, your spouse, your dependents or your named beneficiary;
- purchase your principal residence (excluding mortgage payments);
- pay tuition and related educational fees for the next 12 months of post-secondary education for you, your spouse, your dependents or your named beneficiary;
- prevent your eviction from your principal residence or the foreclosure on the mortgage on your principal residence;
- pay burial or funeral expenses for your deceased parent, spouse, children, other dependents or your named beneficiary; or
- pay expenses relating to the repair of damage to your principal residence that would qualify for the casualty deduction under section 165 of the Code.

The Vendor will obtain information from the Employer or other Vendors to determine the amount of any Plan loans and/or Rollover Contribution Accounts that are available to you under the Plan to satisfy the financial need prior to authorizing a hardship withdrawal.

Loans

Generally, the Plan permits you to apply for a loan under the Plan. The terms and conditions of any loans will be determined by the Vendor and the Plan Administrator.

- *Loan Fees* – The Plan Administrator may charge a reasonable loan processing fee as well as an annual loan administration fee for each year the loan is outstanding. These fees will be deducted

from your Account.

- *Amount of Loan* – The maximum amount you may borrow, when added to the outstanding balance of all loans under the Plan or any other plans maintained by the Employer, cannot exceed the lesser of:
 - (a) \$50,000, reduced by the excess, if any, of the highest outstanding balance of your loans (under any qualified plan sponsored by the Employer) during the 12 months before the new loan is to be made, over the outstanding balance of all such loans as of the date the new loan is to be made, or
 - (b) the greater of:
 - (i) 50% of the present value of your vested benefit in your Account, or
 - (ii) \$10,000.
- *Term of Loan and Rate of Interest* – The term of a loan may be from one to five years (60 months), unless the loan is used to acquire a house that will be used as your principal residence, in which case the loan term may be longer. The interest rate will be the rate determined by the Vendor.
- *Loan Repayment* –
 - Loans must be repaid through the methods determined by the Vendor.
 - The Vendor will provide you with information of events that will cause your loan, with all interest to become immediately due.
 - If your loan becomes immediately due and payable, you and your beneficiary may satisfy the loan by paying the outstanding balance in full within the time period prescribed by the Vendor. Otherwise, you will be “deemed” to have received a distribution of the outstanding loan balance from the Plan, and you will be taxed on that distribution in the year the default occurs, but your obligation to repay the loan will not be relieved. Your defaulted loan will not be deducted from your Account until a distribution is permitted to be made to you or your beneficiary, in the event of your death.
 - If permitted by the Vendor, you may prepay your entire balance of the loan, without penalty, at any time by remitting payment directly to the Vendor. Partial prepayments are not permitted, unless the Vendor provides otherwise.
 - All your loan repayments are invested in accordance with your most recent investment election for Plan contributions.
- *Maximum Number of Loans*
 - A loan may be taken, only if (1) outstanding loans do not exceed the maximum number below and (2) in the event of a loan default occurring after September 30, 2016:

- A Participant may not be eligible to apply for a subsequent loan for a period of two (2) years from date of the default; and
 - A Participant will be ineligible to receive future loans in the event of a second loan default.
- The maximum number of loans that a Participant may have outstanding at one time is three (3). Loans issued prior to October 1, 2016 may exceed three (3), but the Participant shall not be eligible for additional loans until such time that the number of outstanding loans is below three (3).

Plan-to-Plan Transfers

Transfers to (or from) the Plan from (or to) another 403(b) plan are not permitted under the Plan.

Contract and Custodial Account Exchanges

Tax-free exchanges of annuity contracts or custodial accounts under the Plan from one Vendor to another Vendor for purposes of changing the investment of your Account under the Plan may be permitted under certain circumstances. Please contact the Vendor(s) if you are considering an exchange under the Plan.

Permissive Service Credit Transfers

Transfers to a tax-qualified defined benefit governmental plan for the purchase of permissive service credits are also permitted under the Plan under certain circumstances. Please contact the Plan Administrator if you are considering the purchase of permissive service credits.

FEDERAL INCOME TAX TREATMENT OF DISTRIBUTIONS

Tax Consequences

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59½ could be subject to an additional 10% early distribution tax. In general, any amount distributed from the Plan is subject to 20% federal income tax withholding unless you roll the distribution over to an IRA or an Eligible Retirement Plan.

Reduction or Deferral of Taxes

You may reduce, or defer entirely, the tax due on a distribution that is an Eligible Rollover Distribution (as defined above) through use of one of the following methods:

- The rollover of all or a portion of an Eligible Rollover Distribution to an Eligible Retirement Plan. If you roll over all or a portion of an Eligible Rollover Distribution to an Eligible Retirement Plan, no tax will be due until you begin withdrawing funds from the Eligible Retirement Plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution (such as a required minimum distribution) may

not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. If you wish to roll over all or a portion of your Eligible Rollover Distribution, the direct rollover option described below will postpone taxation on the distribution.

- The direct rollover of all or a portion of an Eligible Rollover Distribution to an Eligible Retirement Plan. If you directly roll over (also called a direct transfer) all or a portion of an Eligible Rollover Distribution to an Eligible Retirement Plan, no tax will be due until you begin withdrawing funds from the Eligible Retirement Plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, in most cases 20% of the distribution amount will be withheld for federal income tax purposes. Direct rollovers are generally not subject to 20% withholding.
- The direct rollover of all or a portion of an Eligible Rollover Distribution to a Roth IRA. Special rules apply to direct rollovers (also called direct transfers) to a Roth IRA. Rolling over a taxable distribution to a Roth IRA generally avoids taxes on any earnings in the rollover amount at the time of future distributions if certain requirements are met, but you are taxed currently at the time of the initial rollover distribution. For distributions from the Plan during 2010 that are rolled over to a Roth IRA, the taxable amount can be spread over a two-year period starting in 2011.

WHENEVER YOU RECEIVE A DISTRIBUTION, YOU WILL RECEIVE A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES THAT DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

PROTECTED BENEFITS, ADMINISTRATION AND CLAIMS PROCEDURES

Non-Assignability of Benefits

In general, the interests of each Participant and beneficiary under the Plan are not subject to the claims of creditors. There is an exception, however, to this rule. The Plan may be required by law to recognize obligations you incur as a result of court ordered property settlement, child support, or alimony payments. The Plan must honor a qualified domestic relations order, sometimes referred to as a "QDRO." A **QDRO** is defined as a decree or order issued by a court that provides for property settlement in connection with a divorce or separation 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 a QDRO is received by the Vendor, all or a portion of your benefits may be used to satisfy the obligation. The Vendor will determine the validity of any domestic relations order it receives in accordance with established procedures. In addition, your benefit may be used to (a) satisfy a tax lien or (b) offset amounts that certain judgments or settlement agreements require you to pay to the Plan.

Amendment of Plan

Devereux may amend the Plan at any time by or pursuant to a resolution of its Board. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will adversely affect the amount already credited to your Accounts under the Plan.

Discontinuance or Termination of Plan

Although we intend to maintain the Plan indefinitely, Devereux reserves the right to terminate the Plan at any time and each Employer has the right to discontinue contributions under the Plan.

Claim for Benefits

Benefits will be paid to you and your beneficiaries without the necessity of formal claims. If you believe that the Plan Administrator has failed to pay any benefit to which you are entitled, you may file a written claim with the Plan Administrator. The Plan Administrator will respond to your claim within a reasonable amount of time.

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim; written notice of the extension will be furnished to you prior to the termination of the initial 90 day period. If your claim is denied, the Plan Administrator will provide you with written or electronic notice setting forth in simple terms:

- *Reason for the Denial* – the specific reason or reasons for the denial;
- *Reference to Plan Provisions* – specific reference to the Plan provisions on which the denial is based;
- *Description of Additional Material* – a description of any additional material needed so that a benefit may be paid and an explanation of why such material or information is necessary; and
- *Description of Claims Review Procedures* – an explanation of the claims review procedure under the Plan and the time limits applicable to the claims review procedure, including a statement of your right to bring a civil action in federal court under section 502(a) of ERISA following denial of your claim under the claims review procedure.

You will also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. Within 60 days of the date notice denying a claim is mailed to you, you or your duly authorized representative may request (in writing) a full review of the claim by the Plan Administrator. In connection with such review, you or your duly authorized representative may review relevant documents and may submit issues and comments in writing. The Plan Administrator will make a decision promptly, and not later than 60 days after receipt of the request for review, unless special circumstances (such as the need to hold a hearing, if appropriate) require an extension of time for processing. In that case, a decision will be rendered as soon as possible, but not later than 120 days after receipt of the request for review.

The decision on review will include a written statement that will include:

- *Reason for the Denial* – the specific reason or reasons for the denial;
- *Reference to Plan Provisions* – specific reference to the Plan provisions on which the denial is based;

- *Statement of Entitlement to Documents* – a description of your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;
- *Description of Claims Appeal Procedures* – a description of any voluntary appeal procedure offered by the Plan; and
- *Statement of Right to Bring Action* – a statement of your right to bring a civil action in federal court under section 502(a) of ERISA to pursue your claim for benefits.

Appeals not timely filed will be barred. The Plan Administrator's decision on review will be final and binding on all parties.

Participant Obligations and Duty to Notify Plan Fiduciary of Errors or Omissions

In order for a Plan fiduciary (as determined under ERISA) to correct or otherwise rectify any errors or omissions with regard to your Account under the Plan, you have an obligation to monitor your Account to ensure that all directions, instructions and elections made by you are properly implemented. You should promptly review all statements, payroll confirmations and other notices received.

If a Plan fiduciary or an individual or entity with authority delegated by a Plan fiduciary acts or fails to act with respect to your Account and you know or should have known that such act or failure to act was incorrect or inconsistent with the Plan, ERISA or its regulations, the Code, and/or your investment instructions, elections, or other directions, your failure to notify the Plan fiduciary (or the Plan fiduciary's delegate) within 90 days that such act or failure to act was incorrect or inconsistent with your election shall be deemed to be an acceptance and ratification of the Plan fiduciary's (or the Plan fiduciary's delegate) act or failure to act.

ERISA Rights

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, 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 the fair market value of your Accounts, as of the date for which benefits are reported. You will automatically receive a statement of your Accounts (at least quarterly) and you may request (in writing) one additional statement, free of charge. This additional statement is not required to be given upon request more than once every 12 months.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the QDRO procedures from the Plan Administrator.

If it should happen that the Plan’s fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the DOL, 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 if it finds your claim is frivolous.

If you have any questions about the Plan, then 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 the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the hotline of the Employee Benefits Security Administration.

GENERAL INFORMATION ABOUT THE PLAN

There is certain general information that you may need to know about the Plan as summarized below:

Name of Plan:	Devereux Defined Contribution Retirement Plan
Plan Number:	001
Plan Year:	January 1 through December 31
Plan Sponsor Name and Address	Devereux 2012 Renaissance Boulevard

King of Prussia, PA 19406-2786

Plan Sponsor

Employer Identification Number:

23-1390618

Name and Address of Plan Administrator

Plan Administrator
c/o Devereux
2012 Renaissance Boulevard
King of Prussia, PA 19406-2786

The investment fund provider(s) may also perform administration of some aspects of the Plan and the investment options.

Service of Legal Process

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Plan Administrator.

Participating Employer(s):

Devereux
Devereux Cleo Wallace
Heartland For Children

Devereux Community Based Care

Vendor(s):

Teachers Insurance and Annuity Association
College Retirement Equities Fund (TIAA)
730 Third Avenue
New York, NY 10017

Type of Plan

The Plan is a tax-sheltered annuity plan under section 403(b) of the Code that is intended to comply with the requirements of ERISA. It provides eligible employees of tax-exempt organizations with the opportunity to defer part of their earnings, on a tax-favored basis, and invest those amounts in individual tax-sheltered annuities or custodial accounts offered by the investment fund providers. The amount of your Plan benefit will depend on the amount you accumulate in your Account. Each participant's Account will be periodically adjusted to reflect investment earnings, investment losses and Plan expenses. The benefits under this type of plan are not insured by the Pension Benefit Guaranty Corporation.

Plan Administrator Information

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including information about your Accounts, provides you with the forms you need to complete for Plan participation, and directs the payment of your Accounts at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator.

Pension Benefit Guaranty Corporation

The government exempts tax-sheltered annuity plans, such as the Plan, from buying termination insurance. Therefore, benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation. The retirement benefit you receive will depend on how long you work for your Employer, the amount you contribute, the amount of your Compensation and the investment performance of your Accounts.