UC Health

UC HEALTH
401(k) RETIREMENT SAVINGS PLAN

Summary Plan Description

(Revised 8/2020)

PLAN HIGHLIGHTS

This Highlights section briefly describes the UC Health 401(k) Retirement Savings Plan (the "Plan"). The rest of this booklet explains how the Plan works in greater detail.

UC Health, LLC ("UC Health") established the Plan effective January 1, 2003. The Plan has been amended in several respects since then. This Summary Plan Description describes the Plan as amended and restated as of August 18, 2020.

The Plan:

- Allows you to defer a percentage of your pay by making elective deferral contributions to the Plan either as traditional pre-tax contributions or Roth post-tax contributions.
- Provides that UC Health may match a percentage of your 401(k) elective deferral contributions.
- Provides that UC Health may make additional contributions (referred to in this booklet as "nonelective contributions") to your Plan account.
- Ensures that your account (plus any earnings) resulting from any money you contribute always belongs to you (i.e., is fully "vested"). You vest in the portion of your account attributable to UC Health contributions based on how many years of employment you have completed with UC Health.
- Provides you tax deferral on any earnings until you receive a distribution from the Plan.
- Offers different ways to receive your benefits. You choose the right way for you.

Reference to "UC Health" in this booklet also includes any affiliates of UC Health that are participating employers in the Plan, where this is consistent with the context of any such reference. The term "employer" also means UC Health and any such affiliated entity of UC Health whose employees are eligible to participate in the Plan.

Plans of certain such affiliates have merged into this Plan over the years, including: the Alliance Primary Care Retirement Plan ("APC Plan") was merged into this Plan on December 31, 2002; the Drake Center Retirement Plan ("Drake 401(a) Plan") was merged into this Plan on December 31, 2006; the Lindner Center of HOPE 401(k) Plan ("LCOH Plan") was merged into this Plan on December 31, 2013; and the Midwest Laundry, Inc. 401(k) Plan ("Midwest Plan") merged into this Plan on September 30, 2018.

If you are already making elective deferral contributions, you are on your way to a more secure future. If you aren't making elective deferral contributions, you can start at any time.

About This Booklet

This booklet is the Summary Plan Description of the Plan (the "SPD"). The SPD explains how the Plan currently works, when you qualify for benefits, and other information. It only summarizes the provisions of the formal Plan document and does not attempt to cover all of the details contained in the Plan document. The operation of the Plan and the benefits to which you (or your beneficiaries) may be entitled will be governed solely by the terms of the official Plan document.

If any part of this SPD conflicts with the terms of the Plan, the terms of the Plan will be followed. The Plan is much more detailed.

UC Health has the exclusive right, power and authority, in its sole and absolute discretion, to administer and interpret the Plan and other Plan-related documents.

The term “your account” refers to the account that has been set up for you under the Plan. This account includes the amounts contributed to the Plan on your behalf and any investment gains or losses. The term “your account” applies to both the vested part of your account and the part of your account that is not vested. The term “your vested account” refers to the vested part of the account. Part 3 of this booklet explains vesting in more detail. Use of the term “your account” does not give you any rights to the account or any assets of the Plan other than those described in this booklet.

The terms “in writing” and “written” generally refer to paper documents. These terms may also refer to an electronic means of sending or receiving information that is acceptable to the Plan administrator and allowable by law.

The Helpful Terms in Part 6 below includes definitions of certain other important terms used throughout this booklet.

Please contact the Plan Administrator if you have any questions. Part 7 of this booklet contains the Plan Administrator's contact information.

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PART 1 JOINING THE PLAN

When You Join

You join the Plan as an active participant 14 days after you meet these requirements:

- You are an eligible employee.
- You are age 21 or older.

The date you join the Plan is referred to as your entry date.

You are an **eligible employee** unless you are any of the following:

- A leased employee; or
- An individual who is considered an independent contractor or an employee of an independent contractor who may be determined by the IRS to be an employee of UC Health.

If you are an acquired employee, you may be excluded from the Plan for a period of time, as determined by UC Health and in accordance with requirements of the Internal Revenue Code. You are an acquired employee if UC Health purchased the assets of a business (or any similar transaction), and you worked for that business before the purchase and were hired by UC Health at the time of the acquisition. This exclusion will only apply during the transition period (the period beginning on the date of the transaction and ending on the last day of the next Plan year following the date of the transaction) or an earlier date as required by law or as elected by UC Health.

Signing Up

If you are an eligible employee, you are automatically enrolled to defer a percentage of your pay, unless you choose a different percentage. You may choose to defer a different percentage, including zero, by completing an elective deferral agreement. Once you are logged in to the Plan's website, you will see a welcome screen with directions on how to enroll in this Plan online. Part 2 of this booklet tells you more about your elective deferral contributions.

You need to designate the person(s) who will receive any death benefit if you die before retirement. If you name someone other than your spouse, your spouse must agree in writing to your selection.

You also need to select the investment options in which you wish to invest your account (see Part 3).

Changes in Your Participation

You become an inactive participant on the date you are no longer an eligible employee.

You cease being a participant on the date you no longer are an eligible employee and your account is zero.

You rejoin the Plan as an active participant when you work another hour for UC Health as an eligible employee.

PART 2 CONTRIBUTIONS TO THE PLAN

When you make contributions to the Plan and/or when you are entitled to an allocation of employer contributions to the Plan, an account under the Plan is established for you. Your account contains your elective deferral contributions, any employer matching contributions, your share of any employer nonelective contributions and forfeitures, and any investment earnings.

Elective Deferral Contributions

You are automatically enrolled to defer 4% of your pay (see Helpful Terms – Part 6) as of the date you become a participant in the Plan, unless you choose a different percentage or you choose not to defer. Unless you choose a different percentage (including zero), your deferral percentage automatically will be increased each January 1 by 2% up to a maximum percentage of 10%. The automatic deferral percentage will not be increased to an amount above 10% of pay; however you may affirmatively elect a percentage above 10%.

You may defer up to a maximum of 70% of your pay to the Plan, and if you are a highly compensated employee, your elective deferral contributions may be limited further at the employer's discretion.

Your elective deferral contributions will begin or change as soon as administratively feasible following your entry date or any following date. Your agreement to stop your deferrals may be made on any date and will be effective as soon as administratively feasible following that date.

You will have the option to make your elective deferral contributions either before or after taxes are withheld. For those elective deferral contributions you choose to make on a pre-tax basis, you generally will pay taxes on these amounts (plus any earnings) when you receive distributions the Plan.

For those elective deferrals contributions you choose to make on an after-tax basis ("Roth Elective Deferrals" or "Roth Contributions"), you will pay taxes on these amounts when you contribute them to the Plan. However, provided the distribution is "qualified," the earnings on these amounts will not be taxed when they are distributed from the Plan. A Roth Elective Deferral distribution is qualified when (a) it has been at least 5 years since the first Roth Elective Deferrals were contributed to the Plan and (b) you are at least 59 1/2 years of age, become disabled, or have died. Roth Contributions are made in the same manner as pre-tax elective deferrals. You must designate how much you would like to contribute on a pre-tax basis and how much you would like to contribute as an after-tax Roth Contribution. You are not required to designate any as Roth Contributions. You may designate all of your elective deferrals as pre-tax contributions.

Your elective deferral contributions:

- **May result** in an additional return on your dollars through employer matching contributions.

- **Build** income for your retirement years.

- **May reduce** your income taxes, allowing you to save for the future with dollars you would otherwise pay in current taxes.

  Note: Social Security tax is based on your income before you defer. This means your Social Security benefits stay the same no matter how much you contribute to the Plan.

- **May provide** investment earnings that are not taxed until you receive your Plan benefits (or not taxed at all if earnings are with respect to Roth Contributions).

You may make catch-up contributions in a taxable year if you will be at least age 50 by the end of that year. Catch-up contributions are elective deferral contributions in excess of any limit on such contributions under the Plan. For 2020, the maximum catch-up contribution is $6,500. For years after 2020 the maximum is subject to change each year for cost of living changes.

Federal law limits the amount you can defer under all Plans. You can find information about the limits at the end of this Part 2.

Matching Contributions

If you are eligible per the Addendum at the end of this booklet, employer matching contributions to your account provide you with an additional return on the amount you defer. UC Health may make such a discretionary matching contribution equal to a percentage of your elective deferral contributions. For example, UC Health may make a matching contribution to your Plan account equal to 50% of the first 4% of your pay that you contribute to the Plan.

All matching contributions are discretionary. "Discretionary" means the employer decides whether or not matching contributions will be made for a Plan year, and if so, the amount of the matching contribution. The matching contribution may differ from year-to-year.

Matching contributions are calculated based on your pay and elective deferrals for the payroll period. Matching contributions are made for all persons who are eligible for a matching contribution per the Addendum at the end of this booklet and who were active participants at any time during that payroll period.

We may make an additional matching contribution (sometimes referred to as "true-up match") after the end of the plan year. Any such additional matching contribution may be made for all persons who may not have received the total match they were otherwise entitled to from pay period-to-pay period during the year due to certain circumstances.

You may be eligible for such an additional matching contribution for the Plan year if you are employed on the last day of the plan year and you have worked at least 1,000 hours of service (see Helpful Terms – Part 6) during the Plan year. You will also be eligible if you were an active participant at any time during the Plan year and you die (including if death occurs during a qualified military leave) or quit working for UC Health because you had reached your normal retirement date, or became totally disabled (as defined in the Plan) during the Plan year.

If UC Health makes a matching contribution, the percentage of elective deferral contributions matched may be different for different groups of employees. Any limit on matching contributions may vary for each employee group. If you belong to more than one employee group during the Plan year, your matching contribution will be based on your elective deferral contributions and pay for the portion of the Plan year in which you were a member of each such employee group.

Nonelective Contributions

UC Health may make a nonelective contribution each Plan year in an amount determined by UC Health based on a uniform percentage of each eligible participant's compensation from UC Health. Provided you are eligible per the Addendum at the end of this booklet, you will receive an allocation to your account of your share of any such contribution. While UC Health expects this amount to be equal to 3% of your annual pay for most Plan years, the amount of the nonelective contribution may be adjusted in the future, depending on the overall financial circumstances of UC Health. This amount may not exceed the maximum amount that may be contributed for you under applicable law (see Limits below).

The total nonelective contribution is allocated among participants who are eligible for a share on the last day of the Plan year. If you are eligible per the Addendum at the end of this booklet to receive an allocation of a nonelective contribution for the Plan year, you must be an active participant on the last day of the Plan year and you must have worked at least 1,000 or more hours of service at a UC Health facility during the Plan year. You will also be eligible if you were an active participant at any time during the Plan year and you die (including if death occurs during a qualified military leave) or quit working for UC Health because you had reached your normal retirement date, or became totally disabled (as defined in the Plan) during the Plan year.

If the Plan would be determined to top-heavy (see Part 6) and a minimum contribution is to be provided under this Plan, the nonelective contribution will be allocated using the formula above. If the allocation provides less than the minimum needed for any person eligible for the minimum, that person will be allocated the minimum and any remainder will be allocated to the other participants eligible for a share using the formula above.

Makeup Contributions

You may make up missed elective deferral contributions when you return to work for UC Health after a period of qualified military service as required by law. If you make up such elective deferral contributions, any matching contributions will also be made by UC Health.

Limits

Elective Deferral Limits

The law limits the amount you may defer in any tax year. For 2020, the limit under all plans of this type is $19,500. For years after 2020, the limit is subject to change each year for cost of living changes. If you are also a participant in a plan of an unrelated employer, this limit applies to the amount you defer under both plans. The combined limit for unrelated plans is increased if you will be at least age 50 by the end of the year. For 2020, the increase will be $6,500 for a combined limit of $26,000. For years after 2020, the increase is subject to change each year for cost of living changes. If you are over the limit, you should request one or both plans to pay any excess to you. Only amounts over the limit may be paid to you, but you may choose whether it is paid from one or both plans. If you don't have the excess paid to you, it is taxable to you, but stays in the plans to be taxed again later when you receive it. Under our Plan, you must tell the Plan administrator by March 1 of the following year if you want any excess paid to you. If excess elective deferral contributions are paid to you, any matching contributions made with respect to those elective deferrals will be forfeited.

If you are a highly paid employee, the law may limit your contributions and UC Health's matching contributions. Because of the limit, we will either restrict the amount you can contribute in the future, or return your contributions over the limit. Your returned elective deferral contributions will be treated as regular taxable income. If elective deferral contributions are paid to you, any matching contributions made with respect to these elective deferrals will be forfeited. Other vested contributions over the limit will be paid to you. The amount paid to you will include any earnings. Matching contributions that are not vested and are over the limit will be forfeited.

415 Limits (Section 415 of the Internal Revenue Code)

The law also limits on the amount of contributions that can be made for or by you to the Plan in a year to the lesser of 100% of pay or a dollar amount. This limit applies to all defined contribution plans, including this Plan and plans of any related employers. The dollar amount for 2020 is $57,000. This amount is subject to change each year for cost of living changes.

Please contact the Plan administrator for more information about these limits.

PART 3 YOUR ACCOUNT: VESTING AND GENERAL INFORMATION

Your Account

Your contributions and your share of UC Health's contributions are credited to your Plan account. Your account equals the current value of these contributions.

Investing Your Account

Contributions made to your account are invested to provide additional benefits under the Plan. The Plan administrator decides which investment options are available to you for investment of your account as you may elect.

Certain investment options have charges and restrictions that apply when you remove money or transfer funds. The dollar amount that can be removed or transferred may be restricted along with the dates on which such transactions can be made. The Plan administrator will make investment fund information available to you that will explain any such charges and restrictions.

You decide how to invest your account among the options made available to you by the Plan administrator. The Plan administrator will provide you with details regarding your investment options under the Plan.

From time to time the Plan administrator may add, remove, or change the investment options available to you. If this happens, you will be notified of the changes. You must then elect how you want your account invested based on the available investment options. If you do not make investment elections as provided under the Plan, your account will be invested in certain default investment alternatives permitted by the Plan and applicable law.

Vesting

The part of your account to which you always have a right is called your vested account.

You are always 100% vested in the part of your account resulting from the following:

- your elective deferral contributions; and
- any rollover contributions you may make to the Plan (see Part 6).

You have a right to a percentage of your account resulting from all other contributions. This is referred to as your vested percentage.

Your vested percentage will be 100% if your employment with UC Health terminates:

- on or after the date you reach normal retirement age (see Part 4);
- on the date you become totally disabled, as defined in the Plan; or
- due to your death.

Before any of the above dates, the schedule below determines your vesting percentage depending on your years of vesting service (see Helpful Terms - Part 6):

Years of Vesting Service	Vesting Percentage
Less than 3	0

3 or more	100%

Before Your Vesting Percentage Is 100%

If you incur a forfeiture date, you will forfeit (lose the right to) any part of your account that is not vested. You do not forfeit anything if the vested percentage for all contributions to your account is 100%. You incur a forfeiture date on the last day of five consecutive one-year breaks in service (see Helpful Terms – Part 6).

If you terminate employment before your vested percentage is 100% and then die, your vesting percentage does not change and the part of your account that is not vested becomes a forfeiture.

You forfeit the part of your account resulting from matching contributions and nonelective contributions if you terminate employment when your vested percentage for such contributions is 0% and you are paid your vested account resulting from other contributions.

You may restore your forfeited account by repaying your vested account (including your elective deferral contributions and excluding the portion resulting from rollover contributions) if you return to work with the employer as an eligible employee. The repayment must be made before the earlier of:

- The date five years after the date you come back to work as an eligible employee; or
- The end of the first period of five consecutive one-year breaks in service beginning after you received the payment.

Your forfeited account will not be restored if a forfeiture date occurs before the date repayment is made. If there is no amount to repay because your vesting percentage for all our contributions was zero and any amount paid to you was only the value of your rollover contributions, your forfeited account will be restored if you come back to work as an eligible employee before a forfeiture date.

Treatment of Forfeitures

Any forfeitures may first be used to pay Plan expenses or to offset contributions the employer makes to the Plan. If any forfeitures still remain, the balance will be reallocated to participants in a manner similar to how nonelective contributions are allocated among participants as provided in Part 2 above.

Borrowing From Your Account

Loans are available to all Plan participants in accordance with the Plan's loan policy. As rules from by the Department of Labor emphasize, however, the Plan's primary purpose is to provide retirement income for you. The participant loan rules are intended to help ensure that your account is available for benefits when you retire.

Any loan will be limited to the amount you may borrow without the loan being treated as a taxable distribution to you. Generally, the loan amount may not be more than the lesser of (a) 50% of your vested account, or (b) $50,000 reduced by any outstanding loan balance during the one-year period ending on the day before your new loan is made. The minimum loan amount is $1,000. You may have only one loan outstanding at a time. Your vested account will provide the security for the loan. You may not use your account as a security for a loan outside the Plan. For the purpose of the above limitation, all loans from all qualified plans of the Employer are aggregated.

The interest rate will be based on the rates available for similar loans from commercial lending institutions. The Plan administrator periodically examines the rates such lenders are using. Once a loan is granted, the interest rate on that loan will not change.

When you are granted a loan, you will need to sign a "promissory note." A promissory note is your written promise to repay the loan. The note will contain information about your loan such as the amount loaned to you, the interest charged, repayment terms, and any processing fees or late charges.

As you repay the loan, the principal and interest are credited to your account. A loan to a participant does not affect the account of any other participant.

Payment due dates and the length of the repayment period will be set out in the promissory note. Payments will be due at least quarterly. The repayment period may not be longer than five years except in certain circumstances. Payroll deduction will be used to repay the loan if available. You may repay the loan before it is due. A processing fee may be charged as set out in the promissory note for payments which are not made by payroll deduction.

If any amount remains unpaid for more than 90 days after a repayment is due, the loan will be in default. Upon default the entire principal balance and interest will become immediately due and payable. The amount of the outstanding loan will be treated as a distribution and will be taxable to you. Processing fees, late charges or extra costs incurred by the Plan if you default on a loan will be charged to your account.

No default will occur if payments are not made while you are actively serving in the military or for a period up to one year during an approved unpaid leave of absence, other than military leave. The Plan administrator has established guidelines for making up these past payments after you return to work following such period of active military service or approved unpaid leave of absence.

You may request a loan by contacting the Plan administrator for instructions.

Please note that under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), the due date for repayments of a loan made to a "qualified individual" is extended for one year with respect to repayments due during the period beginning March 27, 2020 and ending December 31, 2020. Subsequent loan repayments will be adjusted to reflect this CARES Act delay in the due date and any interest accrued during the delay. "Qualified individual" is defined in the CARES Act and related IRS guidance. The Plan Administrator can address your questions regarding this CARES Act relief.

PART 4 PAYMENT OF PLAN BENEFITS

If you terminate employment with UC Health, your vested account will be paid to you according to the choices you make, as described below.

At Retirement

Benefits will start on or after your normal retirement date if you have a vested account under the Plan and you have elected the form of benefit to be paid to you. You may choose to have benefits paid on this date even if you are still working at UC Health.

If you continue working after your normal retirement date, your benefits will start on your late retirement date, unless you elect otherwise.

Normal retirement date means the first day of the month on or after the date you reach age 65.

Late retirement date means, if you continue working with UC Health after your normal retirement date, the first day of the month on or after the date you stop working. You may choose to have your benefits start after your normal retirement date and before you stop working with UC Health.

Required Beginning Date

Tax laws require that you must begin receiving benefits by your required beginning date. Your required beginning date is the April 1 following the later of (a) the calendar year in which you reach age 70-1/2 (for participants born before 07/01/1949) or age 72 (for participants born after 06/30/1949), or (b) the calendar year in which you stop working for UC Health.

Withdrawals From Your Account

You may request a withdrawal from your account through the Plan Administrator's website or on a form provided by the Plan administrator as provided below.

You may withdraw all or any part of your vested account resulting from rollover contributions (see Part 6). You may make two such withdrawals during any one-year period.

You may withdraw any part of your vested account attributable to your participation in the Midwest Laundry, Inc. 401(k) Plan at any time after attaining age 59 1/2, but only if you were a participant of said plan on September 30, 2018.

If you have a financial hardship, you may be able to withdraw all or any part of your vested account.

Financial hardship means hardship due to immediate and heavy financial need. Federal rules allow hardship withdrawals for these reasons:

- To pay medical expenses that would be tax deductible under the Internal Revenue Code (without regard to whether the expenses exceed the stated limit on adjusted gross income), for you or your spouse, children, dependents, or primary beneficiary;
- To purchase (excluding mortgage payments) your primary home, prevent eviction from your primary home, or stop foreclosure on such home;
- To pay tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for you, your spouse, your children, your dependents (as defined in the Plan), or your primary beneficiary;
- To pay funeral or burial expenses for your parents, your spouse, your children, your dependents (as defined in the Plan), or your primary beneficiary;
- To pay expenses to repair damage to your primary home that would qualify for the casualty loss deduction for tax purposes; or
- To pay expenses incurred on account of a federally declared disaster.

You may have a withdrawal for financial hardship only if you have received all other withdrawals available under the Plan. You may not withdraw more than the amount of your immediate and heavy financial need. The amount of the withdrawal may include the amount of taxes that will result from the withdrawal.

You may request only one hardship withdrawal within any three consecutive calendar month period, and no more than four hardship withdrawals in a Plan year.

At Termination

If you terminate service with UC Health before you are eligible to retire, you may choose to have all or any part of your vested account paid to you at any time. You may leave your account in the Plan if your vested account is more than $5,000.

At Death

If you die before your account is distributed, your vested account will be paid to your spouse or beneficiary under one or more of the forms available under the Plan (see Part 5). If you die after you start receiving benefits, death benefits will be paid according to the form you chose.

Tax Considerations

Benefits you receive are normally subject to income taxes. You may be able to postpone or reduce the taxes that would otherwise be due. In addition, benefits you receive before age 59 1/2 may be subject to a 10% penalty tax.

Each person's tax situation differs. Your tax advisor can help you decide the best way for you to receive benefits.

Coronavirus-Related Distributions

In addition to the distributable events described above, you may choose to have up to $100,000 of your vested account paid to you as a Coronavirus-Related Distribution. Coronavirus-Related Distributions are only available for distribution in the 2020 Plan year, and are only available for "qualified individuals." The term qualified individual is defined in the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and related IRS guidance.

Coronavirus-Related Distributions are not subject to the 10% penalty tax described in Tax Considerations above. Additionally, Coronavirus-Related Distributions may be recontributed to the Plan as a rollover contribution at any time during a 3-year period beginning on the date of the distribution and thereby avoid taxation until later. If not so recontributed, the Coronavirus-Related Distributions will be included in your gross income ratably over a 3-year period beginning in 2020. The Plan Administrator can address your questions regarding this CARES Act relief.

PART 5 HOW PLAN BENEFITS ARE PAID

You make an important choice when you decide how to receive your benefit. One thing to consider is your tax situation.

If your vested account (including your vested account under our 403(b) Plan) is more than $5,000, you may choose to have your vested account paid under any of the optional forms available under the Plan. The Plan administrator or your tax advisor can help you make your choice.

The amount of the payments will depend on the amount of your vested account and the optional form chosen.

At Termination or Retirement

If your vested account (including your vested account under our 403(b) Plan) is $5,000 or less, your vested account will be paid to you in a single sum (cash) payment. Federal law requires the Plan to automatically roll your vested account to an IRA in a direct rollover (see Part 6) if:

- your vested account is more than $1,000;
- you have not reached age 65; and
- you do not elect to have your vested account paid to you in a single sum or rolled to another retirement Plan or an IRA of your choice in a direct rollover.

For more information regarding the designated IRA for automatic rollovers, see Part 7. For questions regarding the automatic rollover rules, contact the Plan administrator.

If your vested account (including your vested account under our 403(b) Plan) is more than $5,000, you may choose from the forms of benefit described in Forms of Payment below. You may change or cancel your choice at any time before benefits start.

If you don't choose a form, your vested account will be paid to you in a single sum.

Death Before Benefits Begin

You may name a beneficiary at any time. You will need your spouse's written consent if you wish to designate someone other than your spouse as your beneficiary. If you marry after naming a beneficiary who is not the person you marry, the beneficiary you had named will no longer be your beneficiary unless your current spouse's written consent is obtained. See Spousal Rights below. You may change your beneficiary at any time.

If your vested account (including your vested account under our 403(b) Plan) is $5,000 or less, your vested account will be paid to your beneficiary in a single sum (cash) payment.

If your vested account (including your vested account under our 403(b) Plan) is more than $5,000, you may choose an optional form of death benefit for a beneficiary. If you don't choose, your beneficiary may choose an optional form. Generally, a beneficiary can elect a single sum or any income payment that is available to you at retirement. Any choice of the form of payment by your beneficiary must be made before benefits begin.

If an optional form of death benefit is not chosen, your vested account will be paid to your beneficiary in a single sum.

Because of federal rules regarding when death benefits must begin and how death benefits can be paid, your beneficiary should contact the Plan administrator to determine what options are available and when elections must be made.

Forms of Payment

The Plan offers the following optional forms of benefit:

- A single sum (cash) payment.

- A series of substantially equal annual payments over a fixed period of whole years. You can choose to receive the payment on an annual, semi-annual, quarterly, or monthly basis. You may also request extra payments. Your payments in the calendar year in which you reach age 70-1/2 (for participants born before 07/01/1949) or age 72 (for participants born after 06/30/1949) and later calendar years will be increased to the extent necessary to satisfy the legally required minimum distribution rules.

- A specified dollar amount each year. You can choose the amount and can choose to receive the payment on an annual, semi-annual, quarterly, or monthly basis. You may also request extra payments. Your payments in the calendar year in which you reach age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949) and later calendar years will be increased to the extent necessary to satisfy the legally required minimum distribution rules.

Spousal Rights

Your spouse must provide written consent to any change you may make to the designated beneficiary of your account if you die before your benefit payments begin.

Your spouse may also provide blanket consent to your making any future beneficiary changes without his/her consent. If not, you will need a new consent each time you designate a different beneficiary. You do not need your spouse’s consent to cancel a non-spouse designation. Your spouse may revoke consent at any time before your death.

Right of Recovery

There may be times when you will be required to furnish information or proof necessary to determine your or your beneficiary's right to a Plan benefit. If you or your beneficiary fails to submit the requested information or proof, makes a false statement, or furnishes fraudulent or incorrect information, your or your beneficiary's benefits under the Plan (and participation in the Plan, even if you or your beneficiary would otherwise meet the eligibility requirements) may be denied, suspended or discontinued at any time and for any length of time (including permanently) by a duly authorized representative of the Plan or any of its designees in its sole and absolute discretion.

If the Plan makes payment for benefits that are in excess of expenses actually incurred or in excess of allowable amounts, due to error (including, for example, a clerical error) or fraud or for any other reason (including, for example, your failure to notify the Plan office regarding a change in family status), the Plan reserves the right to recover such overpayment plus interest and costs, through whatever means are necessary, including, without limitation, legal action or by offsetting future benefit payments to you, your beneficiary, or your or your beneficiary's heirs, assigns or estate.

PART 6 IMPORTANT PARTICIPANT RIGHTS

Rights Under ERISA

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

- Receive Information About The Plan and Benefits

  Examine, without charge, at the Plan administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and, if applicable, collective bargaining agreements that include provisions to establish, operate, or govern the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan administrator, copies of all documents governing the Plan, including insurance contracts and, if applicable, collective bargaining agreements that include provisions to establish, operate, or govern the Plan, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The 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 of your account values and what part of these values would be yours if you stop working under the Plan now. If you do not have a right to these values, the statement will tell you how many more years you have to work to get a right to all or a part of these values. This statement will be provided to you in writing at least once each calendar year quarter. The Plan must provide the statement free of charge.

- Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union (if applicable), or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

- Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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 administrator. If you have a claim for benefits which 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, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- Assistance With Your Questions

If you have any questions about the Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, 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 publications hotline of the Employee Benefits Security Administration.

Helpful Terms

Annual pay means your compensation from UC Health for the Plan year.

Break in service means you have 500 or fewer hours of service in a service period.

Federal law delays a break in service for your pregnancy, birth of your child, placement of a child with you by reason of your adoption of such child, or your caring for such child following such birth or placement.

Employer means UC Health, LLC and any affiliated entity of UC Health, LLC whose employees are eligible to participate in the Plan.

Hour of service means each hour of paid working time. In addition, we will count up to 501 hours during any one period of paid nonworking time, such as paid vacation.

Pay means, except as provide below, your total compensation from the employer including your elective contributions to this Plan and to other plans as provided below. For purposes of all contributions, pay excludes any expense repayments or other allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits.

Elective contributions are salary reduction amounts contributed by an employer at an employee's election to a 401(k) plan, simplified employee pension, cafeteria Plan, qualified transportation fringe benefit Plan, or tax sheltered annuity. Elective contributions also include amounts deferred under a 457 Plan.

Pay includes differential wage payments (amounts your employer pays to you while you are on military duty that are in addition to your military pay).

Pay for purposes of determining your share of any nonelective contributions excludes any of the following:

- bonuses;
- commissions;
- overtime pay;
- incentive compensation arrangements;
- expense reimbursements; and
- shift differential payments.

The law limits the amount of pay that may be used to determine contributions each year. The limit for 2020 is $285,000. This limit is subject to change each year for cost of living changes.

Pay year means the calendar year.

Vesting service means the sum of your years of service. You have one year of service for each Plan year in which you have 1,000 or more hours of service.

Qualified Domestic Relations Order (QDRO)

A domestic relations order is a judgment, decree, or order that provides child support, alimony payments, or marital property rights. A domestic relations order may give all or part of your Plan benefits to an alternate payee if it is determined to be a qualified domestic relations order (QDRO). An alternate payee is your spouse, former spouse, child or dependent. In order to be a QDRO, the domestic relations order must include certain information and meet certain other requirements.

The Plan administrator is required to set up detailed procedures for determining if a domestic relations order is a QDRO. You and the alternate payee may get a copy of these procedures, without charge, from the Plan administrator.

Authority of Plan Administrator

The Plan administrator has the full power to decide what the Plan provisions mean; to answer all questions about the Plan, including those about eligibility and benefits; and to supervise the administration of the Plan. The Plan administrator's decisions are final.

Processing Distributions and Other Transactions

Distributions, investment directions, trades, and similar transactions will be completed as soon as administratively possible once the information needed to complete such transaction has been received from you or your authorized representative. The amount of time it takes to complete a transaction is not guaranteed by the employer, the Plan, Plan administrator, the trustee, or any other Plan service provider.

Factors such as failure of systems or computer programs, failure of transmission of data, forces that cannot be controlled or anticipated, failure of a service provider to timely receive values or prices, and corrections of errors are relevant in determining when a transaction can be completed. While it is anticipated that most transactions will be completed in a short period of time, in no event will the time needed to process a transaction be deemed to be less than 14 days. The processing date of a transaction will be binding for all purposes under the Plan and considered the applicable valuation date for any transaction.

Direct Rollovers

Certain benefits that are payable to you from the Plan may be paid directly to another retirement plan or an IRA. The Plan administrator will provide you more detailed information on such direct rollovers.

Rollovers From Other Plans

Under certain circumstances, you may roll over an amount from another plan to this Plan. Any such rollover contribution becomes a part of your vested account under the Plan.

A direct rollover (a distribution paid directly to the Plan) may come from:

- other qualified plans (excluding after-tax employee contributions);
- tax sheltered annuity plan (excluding after-tax employee contributions), such as a 403(b) plan; or
- governmental 457 plan.

A participant rollover (a distribution first paid to you) may come from:

- other qualified plans (excluding after-tax employee contributions);
- tax sheltered annuity plan (excluding after-tax employee contributions), such as a 403(b) plan;
- governmental 457 Plan; or
- IRA.

Rollover contributions must meet federal rules. Please contact the Plan administrator for more details regarding rollovers to the Plan.

Top-Heavy

The Plan is tested each year to see if it is top-heavy. The Plan would be top-heavy if the account values for key employees exceed 60% of the account values for all employees.

In general, a key employee is an officer of the employer. Not all officers are key employees. Factors taken into account are the total number of officers and their amount of pay.

For any year in which a Plan is top-heavy, there are minimum requirements for employer contributions.

The Plan administrator will inform you if the Plan is top-heavy and if minimum contributions are required.

Assigning Your Benefits

Benefits under the Plan cannot be assigned, transferred, or pledged to someone else, except for:

- Qualified domestic relations orders such as alimony payments or marital property rights to a spouse or former spouse; and

- Any offset to your benefit per a judgment, order, decree, or settlement agreement because of a conviction of a crime involving the Plan or a violation of ERISA.

Your Social Security Benefits

Your benefits under this Plan are in addition to any Social Security benefits to which you may be entitled.

Claims Procedures

To commence payment of your benefits under the Plan, you must complete and return to the Plan administrator all necessary forms and provide any additional information requested by the Plan administrator. Your request for benefits will be processed as soon as administratively feasible after receipt.

If for some reason a dispute arises with respect to a request for benefits, your claim will be reviewed and a decision made within 90 days. In some cases the decision may be delayed for an additional 90 days. If so, you will be notified in writing before the end of the initial 90-day period. The notice will include the reason for the delay and the date when the decision is expected to be made. The decision may be further delayed if you fail to submit the information and documents necessary to decide your claim.

If you make a claim and all or part of it is denied, you will be notified in writing, setting forth:

- the specific reason or reasons why your claim was denied;
- references to specific provisions of the Plan governing the decision;
- what additional information is needed, if any, and why it is needed; and
- what steps you should take to have your claim reviewed, including time limits on requesting a review, and that you have a right to bring legal action if upon review your claim is still denied.

You have 60 days after you receive written notice your claim is denied to make a written appeal to the Plan administrator. If you appeal, you may also submit written comments, documents, records, and other information relating to the claim. You may request free of charge, access to, and copies of, all documents, records, and other information on which the determination was based. The Plan administrator will review the claim taking into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

A decision will be made on your appeal within 60 days. In some cases the decision may be delayed for an additional 60 days. If so, you will be notified in writing before the end of the initial 60-day period. The notice will include the reason for the delay and the date when the decision will be made.

If you make an appeal and all or part of your claim is denied, you will be notified in writing, setting forth:

- the specific reason or reasons why your claim was denied;
- references to specific provisions of the Plan governing the decision;
- your right to request and receive free copies of all documents, records, and other information on which the determination was based; and
- your right to bring legal action regarding your claim.

Any civil legal action must be filed no later than one year after the date listed on the latest notice you received that your claim was denied. Any claim that you may have relating to or arising under the Plan may only be brought in the U.S. District Court for the Southern District of Ohio at Cincinnati. No other court is a proper venue for your claim. U.S. District Court for the Southern District of Ohio at Cincinnati will have jurisdiction over the claim and all parties to the action.

You may authorize a representative to act on your behalf with respect to a benefit claim or an appeal. You will have to complete the necessary forms to designate an authorized representative to act on your behalf. In that case, all information and notices will be given to the representative unless you direct otherwise.

The Plan administrator will perform periodic examinations, reviews, or audits of benefit claims to determine whether determinations have been made in accordance with Plan documents and Plan provisions have been consistently applied.

Plan Expenses

The Employee Retirement Income Security Act of 1974 (ERISA) allows certain expenses directly related to operating the Plan to be paid from your account. Also, specific fees may be charged directly to your account in response to transactions that you request under the Plan. Plan expenses could include any of the following:

- Investment management fees and other expenses that apply to specific investments in which your account and the accounts of other Plan participants are invested are expenses related to the operation of the Plan and are adjustments to the investment rate that is credited to that specific investment.

- Plan expenses for the general administration and recordkeeping of the Plan may be charged to your account and the accounts of all other Plan participants. The expenses that can be paid from your account have to meet certain requirements and must be paid from all accounts in a fair manner. Your share of such Plan expenses generally may be paid by a portion of the investment management fees and other expenses that apply to each specific investment in your account.

- Fees related to transactions you request, such as:

  - Loan administration fees - fees associated with taking a loan from the Plan;
  - Withdrawal processing fees – fees associated with an in-service withdrawal (that may or may not apply to a hardship withdrawal);
  - Distribution processing fees – fees associated with taking a distribution from the Plan; and

- QDRO qualification fees – fees charged to process a “qualified domestic relations order” if a portion of your account is assigned to an alternate payee, such as in connection with a divorce.

You may contact the Plan administrator for more information regarding Plan expenses.

Amendment or Termination of the Plan

UC Health may amend the Plan at any time. UC Health will notify you of any such changes to the Plan.

Benefits you have earned as of the effective date of any Plan amendment may not be reduced except as required by law.

UC Health may terminate the Plan at any time. If the Plan is terminated, your account will be 100% vested and nonforfeitable. Your account will be held under the Plan and continue to be credited with investment earnings until it is distributed according to the terms of the Plan.

Military Service

You may be entitled to certain benefits under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The benefits you are entitled to will be determined at the time you return to work with UC Health based on your period of military service and whether or not you returned to work during the period of time in which you have reemployment rights under USERRA.

You or your survivor may also be entitled to additional benefits under the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act).

If you die during your period of military service and you would have been entitled to reemployment rights under USERRA, your account will be 100% vested. You may also be eligible for employer contributions made for the Plan year in which you die.

PART 7 GENERAL PLAN INFORMATION

Plan Sponsor and Employer Identification Number

UC Health, LLC
Ridgeway Pavilion
3200 Burnet Avenue
Cincinnati, OH 45229

EIN: 31-1435820

Upon your written request, UC Health will provide you details regarding each affiliate of UC Health that is a participating employer in the Plan.

Plan Name and Plan Number

UC Health 401(k) Retirement Savings Plan

Plan #: 007

Type of Plan

Defined Contribution - 401(k)/Profit Sharing Plan

The Plan is intended to comply with section 404(c) of ERISA.

Plan Administrator

UC Health, LLC
Human Resources
151 W. Galbraith Road, 3rd Floor
Cincinnati, OH 45216-1015
Telephone: (513) 418-5108

Plan Year

January 1 through December 31

Designated IRA for Automatic Rollovers

The designated IRA for any automatic rollover under the Plan is an interest-bearing savings account administered by and in the custody of:

Prudential Bank & Trust Company, FSB
280 Trumbull Street
Hartford, CT 06103

Plan Funding

The Plan sponsor makes contributions to the Plan. Those contributions are held in a trust fund (see Trustee information below) for purposes of providing benefits for Plan participants.

Trustee

Prudential Bank & Trust Company, FSB
280 Trumbull Street
Hartford, CT 06103

Agent for Legal Process

Senior Vice President & Chief Human Resources Officer
UC Health, LLC
Ridgeway Pavilion
3200 Burnet Avenue A
Cincinnati, OH 45229

Service of legal process may also be made on the Plan administrator or the Trustee.

ADDENDUM

The following table sets forth the groups of employees who are eligible to receive employer matching contributions and nonelective contributions.

Employee Group	Matching Contributions	Nonelective Contributions
All UC Health, LLC employees not listed below - hired on or prior to 7/1/2013	Yes (effective 7/6/2014)	Yes (effective 1/1/2015)
All UC Health, LLC employees not listed below - hired on or after 7/2/2013	Yes (effective 7/6/2014)	Yes (effective 1/1/2014)
Employees at Daniel Drake Center	Yes (effective 7/6/2014)	Yes (effective 1/1/2015)
Employees participating in PERS	No	No
Employees participating in City Pension Plan	No	No
Employee-Members of IUOE	No (subject to bargaining)	No (subject to bargaining)
Employee-Members of ONA	Yes (effective 7/6/2014)	Yes (effective 1/1/2015)
Employee-Members of AFSCME	Yes (effective 1/1/2016)	Yes (effective 1/1/2016)
Employee-Former Members of Public Safety Officer II - Security Job Code BNF900012 Only	Yes (effective 1/1/2017)	Yes (effective 1/1/2017)
Employees in Public Safety - All Other Job Codes	Yes (effective 7/6/2014)	Yes (effective 1/1/2015)
Residents, Fellows, Interns, Students	No	No
Leased employees and Independent Contractors	No	No
Employees at UCPC	Yes (effective 1/1/2016)	Yes (effective 1/1/2016)
Employees at Midwest Laundry	Yes (effective 10/1/2019)	No
Employees at Lindner Center of HOPE	Yes	No