



UC HEALTH 403(B) RETIREMENT SAVINGS PLAN

SUMMARY PLAN DESCRIPTION

(as of January 1, 2020)

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INTRODUCTION

UC Health, LLC (the “Employer”), maintains this 403(b) retirement plan, the UC Health 403(b) Retirement Savings Plan (the “Plan”), to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document which contains all of the provisions required by the Internal Revenue Service (“IRS”) that the Employer must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Employer also has the right to modify certain Plan features from time to time. When any changes occur, you will be notified about any changes that affect your rights under the Plan.

Adopting Employers of the Plan also include the University of Cincinnati Medical Center, LLC, the Daniel Drake Center for Post-Acute Care, LLC, UC Healthcare System, West Chester Hospital, LLC, the University of Cincinnati Physicians Company, LLC, and The Lindner Center of HOPE. Employees of an Adopting Employer are eligible to participate under the terms of the Plan.

This document is a Summary Plan Description (“SPD”). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the SPD, you should contact your Employer as outlined in this SPD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the SPD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the SPD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective January 1, 2003. The Plan was recently amended and restated effective January 1, 2010 in order to retroactively adopt a document that is pre-approved by the IRS as satisfying requirements under Internal Revenue Code Section 403(b) and its regulations. This SPD describes the Plan as of January 1, 2020 and supersedes all previous SPDs.

ELIGIBILITY FOR PARTICIPATION

When am I eligible to Participate in the Plan?

You are eligible to participate in the Plan if you are an Employee of the Employer. You are eligible to make Elective Deferrals as soon as administratively feasible after 14 days of employment.

As a practical matter, as a participant in the UC Health 401(k) Retirement Savings Plan (“401(k) Plan”), you would only elect to contribute to this Plan if you are a Highly Compensated Employee and are unable to contribute the maximum amount to the 401(k) Plan.

EMPLOYEE CONTRIBUTIONS

Does the Plan allow me to make Elective Deferrals?

Yes. Provided you have met the eligibility requirement specified in the above section you may contribute Elective Deferrals to the Plan.

Do I pay taxes on any Elective Deferrals I make?

You will have the option to have the Elective Deferrals you make taken out of your pay either before or after taxes are withheld. For those Elective Deferrals you choose to have taken out pre-tax, you will generally pay taxes on this amount when you take it out of the Plan.

For those Elective Deferrals you choose to have taken out after-tax (“Roth Elective Deferrals” or “Roth Contributions”), you will pay taxes on this amount 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 (1) it has been at least 5 years since the first Roth Elective Deferrals were contributed to the Plan and (2) you are at least 59 1/2 year 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.

How do I make or change the amount of the Elective Deferrals being withheld?

You may make or change your deferral election by returning a deferral election form to the Employer’s payroll provider for processing or as otherwise directed by the Plan Administrator.

Once I make a deferral election, how often can I change, stop, or re-start the election?

Subject to the terms of the Employer’s procedures or any individual agreement with an approved vendor, you may change or re-start your deferral election at any time. These changes will take effect as soon as administratively possible. You may stop your deferrals at any time.

Are there limits on Elective Deferrals?

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,500 (for 2020) during any calendar year. This limit may be increased in future years.
- If you are age 50 or over, you may defer an additional amount, called a “catch-up contribution”, of up to \$6,500 (for 2020). This limit may be increased in future years.

- The maximum amount you can defer will be a percentage of your compensation as determined by the Employer from time to time.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation that has not yet been paid to you. The Plan Administrator may also reduce or totally suspend your election if it is determined that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code or if there are other amounts required to be deducted from your compensation.

EMPLOYER CONTRIBUTIONS

Will the Employer make Contributions to this Plan?

No, the Employer will not make Contributions to this Plan. The Employer makes matching and other contributions to the companion UC Health 401(k) Retirement Savings Plan.

ROLLOVER CONTRIBUTIONS

Can I move money I have in another retirement plan into this Plan?

Yes. If you are eligible to participate in the Plan, you can roll over the money you have in other plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from any plan that is eligible to be rolled into the Plan. While there are exceptions this generally includes rollovers from a qualified retirement plan (i.e., 401(k), defined benefit pension), another 403(b) plan, a governmental 457(b) plan, and pre-tax assets held in a traditional IRA.

MILITARY SERVICE

Will I be able to make contributions when I am not working at the Employer due to my performing qualified military service?

If you are re-employed by the Employer after performing qualified military service you may be able to make up missed employee contributions. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

What happens if I die or become disabled while performing qualified military service?

If you die or become disabled while performing qualified military service the Employer will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the plan except for contributions.

VESTING

Do I need to work a certain amount of time to keep my Elective Deferrals?

No. You will always be immediately 100% vested in your Elective Deferrals.

DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE

Can I take a distribution of my account balance after my employment terminates?

Yes. You can take a distribution of your account balance immediately after your employment terminates, if you so elect.

In what form can my distribution after termination from service be taken?

You can take your distribution after termination from service as a cash distribution in a lump sum distribution, or as an annuity payment if your benefit is subject to an annuity contract in place prior to January 1, 2003.

How soon after my death does my Beneficiary have to take distributions?

Your Beneficiary must take all money out of the Plan by the end of the year that contains the fifth anniversary of your death.

In what form can the distributions after my death be taken?

Your beneficiaries can take distributions as a cash distribution in a lump sum distribution, or as an annuity payment if your benefit is subject to annuity contract in place prior to January 1, 2003.

Who gets my assets in the Plan if I don't designate a beneficiary?

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you do not have a spouse, to your estate.

Can the Employer ever force me to take a distribution from the Plan?

Yes. If your account balance after you stop working for the Employer is less than \$5,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. If the total amount of the distribution is less than \$1,000 the Plan Administrator may send the distribution directly to you.

Your rollover account balance (if any) will be included when determining if your account balance will be forced out.

If your vested account balance after you stop working for the Employer is more than \$1,000 but less than \$5,000 and you do not elect to receive or roll over the distribution, the balance will be

rolled over into an IRA for your benefit which will be invested and administered according to procedures established by the IRA provider.

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see the section below for further information regarding your Required Beginning Date).

Is there ever a time when I have to take a distribution from the Plan?

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you actually retire or age 70 ½ (age 72 if you turn 70 ½ after December 31, 2019), whichever is later.

DISTRIBUTIONS - IN-SERVICE

Can I take a distribution of my account balance if I am still working when I reach normal retirement age?

Yes. You can take a distribution of all of your account balances when you reach normal retirement age (age 65) while you are still working.

Can I take a distribution of my account balance while still working at any time?

Yes. You can take a distribution of your Rollover Contribution account balances at any time, but you may make only two withdrawals from your Rollover Contribution account balance in any 12-month period.

Can I take a distribution of my account balance while still working if I incur a hardship?

Yes. You can take a hardship distribution of your account balance while still working if you incur a hardship. However, earnings on Elective Deferrals cannot be taken in a hardship distribution.

You may make only one hardship withdrawal in a calendar quarter and no more than four in a Plan Year.

Are there requirements I must meet to take a hardship distribution?

Yes. In order to receive a hardship distribution from your accounts eligible for hardship withdrawal you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;

- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, or dependents;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction; or
- expenses incurred on account of a federally declared disaster.

In order to have the hardship distribution satisfy an immediate and heavy financial need, the following must be true:

- You have obtained all distributions, other than hardship distributions, under all plans maintained by the Employer.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- You have represented in writing or by an electronic medium that you have insufficient cash or other liquid assets to satisfy the financial need.

In what form can my in-service distribution be taken?

You can take your in-service distribution in cash as a lump sum distribution.

LOANS

Am I eligible to take a loan from the Plan?

Yes. If you are an active employee you may apply for a loan from the Plan. Loans will only be made to persons whom the Plan Administrator determines have the ability to repay the loan.

How many loans can I have outstanding at any one time?

You can have only one outstanding loan at any time. This will include any previous loans you may have taken that were not paid back in full.

Is there a minimum amount that I must take out as a loan?

Yes. The minimum loan amount is \$1,000.

Is there a maximum amount that I can take out as a loan?

Yes. Your loan amount is limited to the lesser of:

- \$50,000 minus the highest outstanding balance of loans in the past 12 months, or
- 50% of your vested account balance.

Is all of my account balance used when determining the amount of my account balance for loan purposes?

Yes. However, the Plan Administrator will determine whether you may receive a loan from your Roth Contribution Account. If the Plan Administrator allows loans from your Roth Contribution Account, the Plan Administrator may specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Contribution Account or in any combination of your Roth Contribution Account and any other Account.

How long do I have to re-pay my loan?

Your loan generally must be repaid within five years from the date of the loan.

How often do I have to make loan payments?

You must repay your loan in accordance with the repayment schedule established at the time the loan is taken. Loan payments must be made each payroll period. Full or partial prepayments are allowed. If you fail to make loan payments according to the established repayment schedule and you do not correct this failure in a timely manner (as determined by the Plan Administrator), the remaining loan balance will be “deemed distributed.” This means that the remaining balance will become a taxable distribution for the year in which it was deemed. However, this does not remove your obligation to repay the loan, and the remaining balance plus the interest that has accrued since the loan was deemed will be taken into account when determining the maximum of any further loan (i.e., the deemed loan is considered an outstanding loan. Special repayment rules will apply if you take out a subsequent loan when you have an unpaid deemed loan outstanding.

Do I have to make my loan payments through payroll deduction?

Yes. Your loan payments will be made through payroll deduction from each of your regular paychecks.

Can I refinance my loan?

No. You may not refinance your loan.

What happens to my loan if I terminate from service with the Employer?

When you terminate from service you must repay the entire outstanding balance on your loan. If you do not repay the loan when you terminate from service you may be subject to tax and penalties on the unpaid portion of the loan.

Are there any fees associated with taking a loan?

You may be charged fees related to granting and administration of loans from the Plan. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

INVESTMENTS

Can I direct how my account balances will be invested?

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by returning an investment election form to the Plan Administrator.

How often can I change my investment election?

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

In what type of investment vehicles can my account balance be invested?

Your account balance can be invested in custodial accounts, and/or annuity contracts if in place prior to January 1, 2003.

How will my account balances be invested if I do not make an investment election?

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

Does the Plan Administrator intend that the Plan will meet the requirements to be a 404(c) plan?

Yes. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that as long as certain requirements are met the Plan fiduciaries may be relieved of liability for any losses that are the result of your investment elections.

How often does the Plan determine how much my benefit in the Plan is worth?

Subject to the terms of your investment contract with an approved vendor, the value of your benefit may be determined as of each business day.

Are any fees charged to my Account?

Participants' Accounts may be charged for some or all of the costs and expenses of operating the Plan. For example, such expenses may include fees for processing loans, distributions, and domestic relations orders.

MISCELLANEOUS

Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order (“QDRO”). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan’s QDRO procedures from the Plan Administrator.

Amendment and Termination

The Plan Administrator may amend or terminate the Plan at any time in its sole discretion. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan is Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer’s service or to interfere with the Employer’s right to discharge any employee at any time.

Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan’s provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

ADMINISTRATIVE INFORMATION

Plan Sponsor

The Plan Sponsor is UC Health, LLC.

- Employer Identification Number: 31-1435820
- Address: 3200 Burnett Avenue, Cincinnati, Ohio 45229

Plan Administrator

The Plan Administrator is UC Health, LLC.

- Address: 3200 Burnett Avenue, Cincinnati, Ohio 45229

Plan Assets

Assets of the Plan are held in custodial accounts (and/or annuity contracts if in place prior to January 1, 2003).

Agent for Legal Service

The agent for legal service for the Plan is the Senior Vice President & Chief Human Resources Officer of UC Health, LLC.

- Address: 3200 Burnett Avenue, Cincinnati, Ohio 45229

Plan Number

The Plan is a 403(b) plan. The Plan number is 008.

Plan and Fiscal Year

The Employer's fiscal year ends on June 30 and the Plan Year ends on December 31.

Participating Employers

You may receive from the Plan Administrator, upon written request, information on what other employers are participating in the Plan along with such participating employers' address.

Claims Procedure

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of, and to make any necessary determinations, on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if they wish to appeal the denial, including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, they must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after they receive the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Your Rights Under ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

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

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition, 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, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

If your claim for a 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 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.

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, you should contact the nearest office of the

Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, 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.

DEFINITIONS

Account

Your Account is the sum of all of amounts in your contribution account.

Beneficiary

Your Beneficiary is the individual who is entitled to receive your benefit under the Plan upon your death. You may designate one or more primary and one or more secondary beneficiary.

Compensation

Compensation means your wages from the Employer that are shown as taxable wages on your IRS Form W-2 measured over the Plan Year.

Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan and will include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Employer. Compensation will include payments of unused accrued sick, vacation, or certain other leave that you earned before termination but are paid to you after you terminate employment. Compensation will also include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer.

Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.

Elective Deferrals

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Employer.

Elective Deferrals can be contributed either on a pre-tax basis or an after-tax basis. After-tax Elective Deferrals are referred to as Roth Elective Deferrals.

Highly Compensated Employee

You are a Highly Compensated Employee (HCE) if you earned more than \$130,000 (for 2020) in Compensation during the preceding calendar year beginning with or within the Plan Year.

Normal Retirement Age

Normal Retirement Age (NRA) is age 65.

Plan Year

The Plan Year is the 12-month period ending on December 31.

Rollover Contributions

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

Termination from Employment

You will be considered to have a Termination from Employment from the Employer when you are no longer employed by the Employer or on the day when the Employer is no longer eligible to sponsor the Plan.