

**UVA PHYSICIANS GROUP
RETIREMENT PLAN**

SUMMARY PLAN DESCRIPTION

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SECTION I – INTRODUCTION TO THE PLAN

The UVA Physicians Group Retirement Plan (the “Plan”) is sponsored by the University of Virginia Physicians Group (“UPG” or the “Employer”) to provide you with the opportunity to save for retirement on a tax-advantaged basis. The Plan is a type of retirement plan commonly referred to as a 401(k) Plan.

This Summary Plan Description (“SPD”) describes key features of the Plan, including information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

Complete details regarding the Plan can be found in the official plan document, which legally governs the operation of the Plan. This SPD is not meant to interpret, extend, or change the provisions of the Plan document in any way. If any statement in this SPD is inconsistent with the terms of the Plan document, the Plan document will control. Similarly, if any officer or employee of UPG makes any statement, either orally or in writing, that is inconsistent with the terms of the Plan document or this SPD, the Plan document will control.

UPG has the authority to interpret and administer the terms of the Plan, in its sole discretion, and to make factual determinations for all Plan purposes, including determining eligibility for benefits under the Plan. Your eligibility for a benefit under the Plan is not established merely by your access to this SPD. In addition, UPG may amend or terminate the Plan, in whole or in part, at any time for any reason with or without prior notice to employees. No provision of this SPD shall grant a vested or guaranteed right to any future benefit.

The Plan is subject to certain laws, such as the Employee Retirement Income Security Act (“ERISA”), the Internal Revenue Code (the “Code”), and other federal and state laws which may affect your rights. Some of the statements made in this SPD are dependent upon this Plan being “tax-qualified” under applicable provisions of the Code. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (“IRS”) or Department of Labor (“DOL”).

Nothing in this SPD alters or prevents UPG or any of its affiliates, or an employee of UPG or any of its affiliates, from terminating employment at any time, for any reason, subject to applicable federal or state laws.

SECTION II - PARTICIPATION IN THE PLAN

2.1 *Who is eligible to participate in the Plan?*

Each common law employee of UPG is eligible to participate in the Plan, except the following categories of employees:

- any clinician who was employed as a clinician at UPG at any time before January 1, 2017 and is eligible to participate in and receive benefits under the Clinicians Supplemental Retirement Plan or the Clinicians Retirement Plan;

- any Fellow Clinician;
- any Moonlighter Clinician;
- any Retiree Clinician;
- any employees covered by a collective bargaining agreement, unless the agreement expressly provides for participation in the Plan;
- leased employees; and
- nonresident aliens who do not receive any earned income from UPG that constitutes United States source income.

Notwithstanding the exclusion for clinicians employed before January 1, 2017, any clinician who is rehired on or after December 15, 2017 and meets the eligibility requirements of the Plan will be eligible to participate in the Plan as of his rehire date. Effective June 1, 2021, any clinician who is no longer eligible to accrue any additional benefits under the Clinicians Supplemental Retirement Plan because the clinician is an “inactive participant” (as defined under the terms of that plan) will be eligible to participate in the Plan as of the later of June 1, 2021, or the date he or she becomes an inactive participant in the Clinicians Supplemental Retirement Plan. Please note, however, that any clinician who is eligible to participate in the Clinicians Supplemental Retirement Plan, but makes an irrevocable election to waive participation or future benefit accruals in that plan will *not* be eligible to participate in this Plan.

All determinations about eligibility and participation in the Plan will be made by UPG.

2.2 *Who is considered a “clinician”?*

A clinician is defined as an employee who is employed as a physician, clinical pathologist, Ph.D. clinical psychologist, or dentist, or who holds a paid faculty appointment within the University of Virginia School of Medicine and provides patient care services.

2.3 *When may I enroll in the Plan?*

Each eligible employee who was an active participant in the Administrative Staff Retirement Plan as of December 31, 2016 will be able to participate in the Plan as of January 1, 2017. All other eligible employees will be able to participate in the Plan immediately upon becoming employed or reemployed by UPG, as applicable, or, if later, the date such employee becomes an eligible employee (e.g., the date that a clinician becomes an “inactive participant” in the Clinicians Supplemental Retirement Plan and is otherwise eligible to participate in the Plan).

SECTION III - YOUR CONTRIBUTIONS TO THE PLAN

3.1 *Are all participants eligible to make contributions to the Plan?*

No. If you are a clinician, you are not permitted to make employee contributions to the Plan. All non-clinician participants are eligible to make contributions to the Plan.

3.2 *If eligible, what kind of contributions may I make to the Plan?*

If you are a non-clinician participant in the Plan, you may elect to reduce your compensation by a specific percentage from 1% to 60% and have that amount contributed to the Plan. You have several options for how to make contributions to the Plan:

- You may contribute a percentage of your eligible compensation on a pre-tax basis (“Elective Deferrals”);
- You may contribute a percentage of your eligible compensation on an after-tax basis (“Roth Contributions”); or
- You may make a combination of both Elective Deferrals and Roth Contributions.

Roth Contributions are generally treated in the same manner as Elective Deferrals under the Plan; however, Roth Contributions are generally taxed differently than Elective Deferrals when they are ultimately distributed to you.

- Elective Deferrals. If you elect to make Elective Deferrals, then your taxable income is reduced by such contributions so you pay less in federal income taxes, although such amounts are still subject to federal employment taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the income tax on those deferrals and the earnings. Therefore, with an Elective Deferral, federal income taxes on the amount deferred and on the earnings are only postponed. Eventually, you will have to pay income tax on these amounts.
- Roth Contributions. If you elect to make Roth Contributions, such contributions are subject to federal income taxes and federal employment taxes in the year of deferral. However, the contributions and, in certain cases, the earnings on such contributions are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See “What are my tax consequences when I receive a distribution from the Plan?” in Section 10.1 below for more information.

3.3 *How do I make contributions to the Plan?*

You must complete a deferral election to enroll in the Plan and begin making Elective Deferrals or Roth Contributions. Your deferral election will be implemented as soon as practicable and will remain in effect until you modify or terminate it. Any modification or

termination of your deferral election will be implemented as soon as practicable after the necessary forms are filed.

If you meet the Plan's eligibility requirements, you may be automatically enrolled in the Plan through a process called "automatic enrollment." If, as of the beginning of the first payroll period ending thirty days or more following your hire date, your rehire date, or the date you become eligible to make contributions to the Plan, you have elected to contribute less than 6% of your compensation to the Plan, you will be automatically treated as though you elected to make Elective Deferrals equal to 6% of your compensation (or such other percentage as is necessary for your total combined Elective Deferrals and Roth Contributions to equal 6% of your compensation).

You will be given notice by the Plan Administrator that explains this deemed election and your right to revoke or change the election before it is made effective. If you do not revoke or change the election in advance and a deemed election is made, you may still modify or terminate this deemed election at any time. Any modification or termination of your deferral election will be implemented as soon as practicable after the necessary forms are filed.

3.4 What compensation is used to determine the amount of my Elective Deferrals and/or Roth Contributions?

For purposes of determining your Elective Deferral and/or Roth Contribution amounts, only compensation paid to you for services performed while you are eligible to participate in the Plan will be considered. In general, compensation includes the taxable compensation for a Plan year that is reportable by UPG on the Internal Revenue Service's Form W-2, excluding reimbursements and other expense allowances, fringe benefits, moving expenses, welfare benefits, and certain severance amounts, and including salary reduction contributions you made to a UPG-sponsored cafeteria, qualified transportation fringe, simplified employee pension, 401(k), 457(b), or 403(b) plan.

However, the maximum amount of annual compensation that may be taken into consideration for Plan purposes is \$290,000 for 2021. For years after 2021, the IRS may adjust this amount to reflect cost-of-living changes.

3.5 Are there any limits on the amount of Elective Deferrals and Roth Contributions I can make each year?

The Code limits the amount of Elective Deferrals and Roth Contributions you may make each year. That limit is \$19,500 in combined Elective Deferrals and Roth Contributions for 2021 (the "Deferral Limit"). For years after 2021, the IRS may adjust the Deferral Limit to reflect cost-of-living changes.

The Deferral Limit is an individual limit, not a Plan specific limit. This means that the \$19,500 Deferral Limit for 2021 is the maximum amount that you may contribute in combined Elective Deferrals and Roth Contributions to this Plan and any other tax-favored employer retirement plan in which you participate during the tax year.

If your Elective Deferrals and/or Roth Contributions to the Plan exceed the applicable Deferral Limit, the excess contribution and any earnings associated with the excess will be distributed to you before April 15 of the following year.

3.6 *Are there any exceptions to the Deferral Limit?*

Yes. In addition to making the general Elective Deferrals and Roth Contributions up to the Deferral Limit described above, the Plan allows participants who have attained or will attain age 50 by the end of the plan year to make additional Elective Deferrals and/or Roth Contributions called “Age 50 Catch-up Contributions.” Age 50 Catch-Up Contributions are permitted only for participants who meet the age requirement and who have otherwise contributed the maximum amount of Elective Deferrals and/or Roth Contributions permitted under applicable law (\$19,500 for 2021) or under another limitation imposed by the Plan for the year. They are designed to allow participants who are approaching retirement age to “catch-up” on their retirement savings by setting aside extra funds in their final working years.

For 2021, the maximum Age 50 Catch-up Contribution is \$6,500. After 2021, this amount may be adjusted by the IRS to reflect cost-of-living changes.

Example: In 2021, Participant A is 56 years old and has compensation of \$100,000. Participant A completed a deferral election and elected to contribute \$19,500 to the Plan as an Elective Deferral. Because Participant A meets the age requirement and has otherwise contributed the maximum amount permitted under applicable law (\$19,500 for 2021), Participant A may make an Age 50 Catch-up Contribution to the Plan. Accordingly, Participant A may contribute an additional \$6,500 in 2021 as an Age 50 Catch-up Contribution, for an Elective Deferral and/or Roth Contribution total of \$26,000 for the year.

3.7 *Do my contributions continue while I am on active duty in the Armed Forces?*

In general, Plan contributions will not be made while you are absent from employment by reason of service in the uniformed services of the United States. When you return to employment, however, you may elect to make additional Plan contributions that would have otherwise been made if you had remained employed with UPG during your period of military service to the extent required by law. If you are reemployed after military service, please contact UPG for more information about your options under the Uniformed Services Employment and Reemployment Rights Act.

3.8 *What are rollover contributions?*

Rollover contributions are contributions to the Plan on account of an “eligible rollover distribution” from another tax-qualified retirement plan. An eligible rollover distribution, in general, is any cash distribution from a tax-qualified retirement plan other than an annuity payment, a minimum distribution payment, or a payment that is part of a fixed period payment over ten or more years. Your rollover contributions are 100% vested at all times and generally will be subject to the same rules as Elective Deferrals. Rollover contributions, including the earnings and losses attributable to them, will be held in a separate rollover contributions account.

Please contact the Plan Administrator or for more information on making rollover contributions to the Plan. You should consult a qualified tax advisor to determine if a rollover to this Plan is in your best interest.

SECTION IV - EMPLOYER CONTRIBUTIONS TO THE PLAN

4.1 *What types of employer contributions are made under the Plan and who is eligible to receive each type?*

Employer contributions are fully funded and will not reduce your pay. UPG may make employer contributions to the Plan in the following forms and to the following groups of participants:

Type of Employer Contribution	Eligible Participants
Matching Contributions	All participants who are not clinicians.
Staff Employer Contributions	Any participant who, as of the beginning of the applicable payroll period, is not: <ul style="list-style-type: none"> • A participant who had contributions made to the University of Virginia Physicians Group Benefit Enhancement Strategy Plan by UPG at any point during the applicable Plan year; • A clinician; or • An Allied Health Professional.
Clinician Employer Contributions	All participants who are eligible clinicians as of the beginning of the applicable payroll period.

Each of these employer contribution types is described in more detail below.

4.2 *What are matching contributions?*

For each Plan year, if you are eligible, UPG will make a matching contribution equal to 50% of the first 6% of compensation that you contribute as an Elective Deferral or Roth Contribution. Matching contributions will be calculated and allocated on a payroll period basis.

For example, assume you are not a clinician and you have elected to defer 6% of your compensation as Elective Deferrals. Your total compensation for a payroll period is \$3,000. Of this amount, \$180 would be deducted as Elective Deferrals to the Plan. UPG would make a matching contribution of \$90 (50% of \$180) to your applicable Plan account.

4.3 *What are Staff Employer Contributions?*

Each Plan Year, UPG has the discretion to make a Staff Employer Contribution on behalf of eligible participants. If UPG makes a Staff Employer Contribution for a particular Plan year,

it will be contributed to the Plan on a payroll period basis in the amount indicated in the following table based on your years of service:

Group of Participants	Percentage of Plan Year Compensation
Eligible Participants with less than five (5) years of Service as of the beginning of the applicable payroll period	4.0%
Eligible Participants with five (5) to nine (9) years of Service as of the beginning of the applicable payroll period	6.0%
Eligible Participants with ten (10) to fourteen (14) years of Service as of the beginning of the applicable payroll period	8.0%
Eligible Participants with fifteen (15) or more years of Service as of the beginning of the applicable payroll period	10.0%

See “How are my years of service determined?” in Section 6.2 below for a description of how to calculate your years of service.

4.4 *What compensation is used to determine the amount of any Staff Employer Contribution?*

Compensation will generally mean compensation as described in Section 3.4 above relating to Elective Deferrals and Roth Contributions. However, for purposes of determining the amount of any Staff Employer Contribution, any deferred compensation, unused leave, differential wages, overtime pay, bonuses, and any severance pay received prior to your termination of employment are excluded.

4.5 *What are Clinician Employer Contributions?*

Each Plan Year, UPG will make a Clinician Employer Contribution on behalf of eligible participants. If eligible, your Clinician Employer Contribution will be contributed to the Plan on a payroll period basis in the amount indicated in the following table based on your years of service:

Group of Participants	Percentage of Plan Year Clinician Compensation
Eligible clinicians with less than five (5) years of Service as of the beginning of the applicable payroll period	1.0%

Eligible clinicians with five (5) to nine (9) years of Service as of the beginning of the applicable payroll period	2.0%
Eligible clinicians with ten (10) to fourteen (14) years of Service as of the beginning of the applicable payroll period	3.0%
Eligible clinicians with fifteen (15) or more years of Service as of the beginning of the applicable payroll period	4.0%

See “How are my years of service determined?” in Section 6.2 below for a description of how to calculate your years of service.

4.6 *What compensation is used to determine the amount of any Clinician Employer Contribution?*

For purposes of determining your Clinician Employer Contribution, compensation generally means the combined base pay received from UPG and The University of Virginia Medical School during a Plan year for personal services, excluding all other items of compensation.

However, the maximum amount of annual compensation that may be taken into consideration for Clinician Employer Contribution purposes is \$290,000 for 2021. For years after 2021, the IRS may adjust this amount to reflect cost-of-living changes.

4.7 *Other than the Deferral Limit, are there any other limits on how much can be contributed to the Plan?*

In addition to the Deferral Limit on Elective Deferrals and/or Roth Contributions, your total plan contributions in 2021, including any contributions that may be made by the Employer under another plan (such as, matching or employer non-elective contributions), cannot exceed the lesser of (i) \$58,000 (excluding any Age 50 Catch-up Contributions or rollover contributions) or (ii) an amount equal to 100% of your includible compensation. For years after 2021, the IRS may adjust the \$58,000 limit to reflect cost-of-living changes. This limit is the total amount that can be contributed across all retirement plans sponsored by UPG.

Moreover, the Plan is required to pass “non-discrimination testing” under the Internal Revenue Code in order to maintain its tax-qualified status. These tests are designed to ensure that the amount of contributions under the Plan do not discriminate in favor of highly-compensated employees. Depending upon the results of the tests, the Plan Administrator may refund Elective Deferrals and/or matching contributions to certain highly compensated employees. You will be notified by the Plan Administrator if any of your contributions will be refunded to you.

SECTION V - INVESTMENTS

5.1 *Who is responsible for selecting how my Plan contributions are invested?*

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

You will be able to direct the investment of your entire interest in the Plan. The Plan Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including UPG, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. Procedures must be followed in giving investment directions. If you fail to follow the appropriate procedures, then your investment directions need not be followed.

5.2 *How do I make or change my investment elections?*

As described above, you are responsible for managing the investment of your own money by selecting investment funds according to your individual retirement goals and investment strategy.

You may invest your account in one or more of the investment funds offered under the Plan. You may specify the percentage of your account you wish to have invested in each investment fund you select. In addition, you can select one allocation for your current account balance and a different allocation for future contributions. The investment elections you make will govern the investment of the money in your account until you make a change.

You may make or change your investment elections at any time by contacting TIAA/CREF at 1-800-842-2252 and completing the necessary forms and/or procedures established by the Plan Administrator. Your investment elections will be implemented as soon as is administratively feasible, consistent with applicable law. Your account may be charged for the reasonable expenses of carrying out such investment directions.

5.3 *What happens if I do not make an investment election?*

If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including UPG, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Plan Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

5.4 *How are earnings or losses allocated?*

When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your participant-directed account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and UPG, the Plan Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose. Although you are free to discuss your decision with co-workers, no officer or employee of UPG is authorized to offer investment advice on behalf of UPG.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns.

5.5 *Where can I find information on the investment options offered by the Plan?*

TIAA/CREF will provide you with information on the investment choices available to you. A committee established by UPG to monitor the Plan's investment funds may change or add to the available funds at any time, but will always offer a broad range of investment types.

Periodically, you will receive information on the investment funds offered under the Plan, including a description of the risk and return characteristics of each fund. You will also be provided with an overview of each available fund, referred to as a "prospectus," after you enroll in the Plan. It is important that you review the prospectus for the Plan's investment funds prior to making or changing investment elections. You may request additional information concerning the Plan's investment funds by contacting TIAA/CREF at 1-800-842-2252. Investment profiles and prospectuses are also available on the Plan's website at www.TIAA.org/UPG.

There are certain fees and expenses that may be charged either directly or indirectly to you as a result of your investment directions. Any brokerage commissions, transfer taxes, management fees and other charges and expenses related to the purchase and sale of any investment fund assets may be paid from the assets of the fund, and reflected in the fund's net asset value. The fees and expenses of each of the investment funds are generally described in the prospectus or other offering document for each fund.

SECTION VI - BENEFITS UNDER THE PLAN

6.1 *When do my Plan contributions become vested (i.e., owned by me)?*

Vesting is the process by which you earn the right to benefits under the Plan. Once you have become vested in a particular benefit, you have earned your right to receive such benefit under the Plan, subject to certain terms and conditions.

Your Contributions

You are always 100% vested (meaning you are entitled to all of the amounts) in the amounts in your Elective Deferrals account, your Roth Contributions account, your rollover account, your Roth rollover account, and your after-tax rollover contributions account.

Employer Contributions

The contributions UPG makes to the Plan on the other hand, are subject to vesting conditions. You may become vested in your Matching Contributions account and Staff Employer Contributions account or your Clinician Employer Contributions account, as applicable, based on your “years of service” (as described below) according to the following schedule:

Your Years of Service	Your Total Vested Percentage
0	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

As the chart above shows, you will be fully vested in your entire benefit under the Plan once you have completed five years of service. In addition, you will become 100% vested in these employer contributions prior to completing five years of service if:

- you become disabled (as described in Section 9.1) and terminate your employment with UPG;
- you are employed by UPG on the date you reach age 55;
- you are employed by UPG on the date you reach age 65; or

- you die while you are employed by UPG or while performing qualified military service.

In general, you will forfeit any unvested portion of your Plan benefit if you terminate employment with UPG. Section 6.3 below discusses certain exceptions that may be applicable if you are later rehired. In addition, the vested percentage of your account may be increased by the Plan Administrator should a participating employer leave the Plan or a similar event occur.

6.2 *How are my years of service determined?*

Your years of services is calculated based on the elapsed time method. This means your individual hours of service are not counted – periods of service are counted instead. A period of service starts with your date of employment and, in general, ends on your date of termination. Only a period of service that lasts for a full 12 months will be counted as a year of service. For example, assume your date of employment is January 1, 2017 and you terminate employment on October 31, 2020. You will have worked for a total of 3 years and 10 months. You have completed 3 years of service and will be vested in 60% of the amounts in your Matching Contributions accounts and your Staff Employer Contributions account or your Clinician Employer Contributions account, as applicable.

6.3 *What if I terminate employment and am later rehired by UPG?*

If You Left With No Vested Interest

If you have no vested interest in any accounts under the Plan when you terminate employment, your entire account balance will be forfeited. However, if you are rehired before incurring five consecutive one-year breaks in service (as described below), your account balance as of the date of your termination of employment will be restored, adjusted for gains or losses, and your service both before and after your rehire will be counted when determining your vested interest.

If You Left While Partially Vested

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- you take a distribution of your vested account balance; or
- the date you incur five consecutive one-year breaks in service (as described below).

If the non-vested portion of your account balance is forfeited because you receive a distribution of your vested account balance, you may have the right to repay this distribution if you are later rehired. If you repay the entire amount of the distribution within the required timeframe, UPG will restore the non-vested portion of your account balance as well. You must repay this distribution within five years from your date of rehire or, if earlier, before you incur five consecutive one-year breaks in service. When calculating your years of service, all service earned both before and after your date of rehire will be counted to determine your vested interest in amounts earned both before and after your date of rehire.

If the non-vested portion of your account is forfeited because you have incurred five consecutive one-year breaks in service, you will not have the opportunity to repay any distribution and UPG will not restore the non-vested portion of your account. When calculating your years of service; however, all service earned both before and after your date of rehire will be counted to determine your vested interest in amounts earned after your date of rehire.

6.4 ***What is a “one-year break in service”?***

In general, if you are not credited with a single hour of service with UPG during a 12-consecutive month period, it is considered a one-year break in service.

There are some exceptions for certain absences caused by maternity/paternity leave or approved leave pursuant to the Family and Medical Leave Act of 1993. In addition, if you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with UPG. If you think you may qualify for one of these exceptions, please contact the Plan Administrator for further details.

6.5 ***What is an “hour of service”?***

You will generally be credited with an “hour of service” for:

- each hour for which you are directly or indirectly compensated by UPG for the performance of duties during the Plan year;
- each hour for which you are directly or indirectly compensated by UPG for reasons other than the performance of duties (such as vacation, holidays, illness, incapacity, disability, lay-off, military duty, jury duty or leave of absence during the Plan year) but credit will not exceed 501 hours of service for any single continuous period during which you perform no duties; and
- each hour for back pay awarded or agreed to by UPG.

You will not be credited with the same hours of service under more than one category listed above.

6.6 ***Are there any circumstances that will change the vesting schedule?***

The Plan is subject to “top heavy testing” under the Internal Revenue Code. Each Plan year, the Plan Administrator tests the Plan, together with any other UPG-sponsored qualified plans that cover one or more key employees to ensure that no more than 60% of the total benefits are provided to key employees. If this Plan does not pass the top heavy test, then UPG may be required to make a minimum annual contribution on your behalf to this or another UPG-sponsored plan. In addition, contributions will be 100% vested after you have completed three years of service.

6.7 *Are my benefits insured by the Pension Benefit Guaranty Corporation?*

Benefits under the Plan are not insured or guaranteed by a governmental agency. Under ERISA, a corporation was established within the United States Department of Labor to insure the benefits promised under certain types of defined benefit plans. The corporation is known as the Pension Benefit Guaranty Corporation (“PBGC”).

The Plan is a defined contribution plan. This means that the contributions UPG makes to your account are made in specific (defined) amounts, but the benefit you receive at retirement or termination depends on a number of variable factors, such as how much you contribute and investment results. Since you are not guaranteed a specific amount according to a predetermined formula when your employment ends, your benefit is not covered by the PBGC plan termination insurance.

SECTION VII - LOANS

7.1 *Is it possible to borrow money from the Plan?*

Yes. Loans are permitted in accordance with the Plan’s Loan Policy and subject to the approval of the Plan Administrator. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

You may request a loan by contacting TIAA/CREF at 1-800-842-2252 and completing all necessary forms. To help offset processing costs, a loan origination fee may be charged to your account at the time you request a loan.

Note – COVID-19-Related Relief Applicable to Certain Plan Loans

Due to the COVID-19-related National Emergency, certain rules and requirements regarding Plan loans have been temporarily modified.

More specifically, for Plan loans made to a “Qualified Individual” (as defined below in Section 8.9) the following temporary changes have been made:

- *Change to Maximum Amount of Loan Permitted* – For the time period beginning on March 27, 2020 and ending on September 22, 2020, the maximum loan amount was the lesser of \$100,000 or 100% of a Qualified Individual’s vested account balance. This increased loan limit only applied with respect to new loans obtained by Qualified Individuals during the time period referenced above.
- *Delay in Repayment* – A Qualified Individual with an outstanding Plan loan during the time period beginning on March 27, 2020 and ending on December 31, 2020, was permitted to delay payments that became due during such period. All loans whose repayment was delayed in accordance with this Plan rule were reamortized (i.e., recalculated over the remaining term of the loan) as of January 1, 2021, at which time repayment of the reamortized loan amount resumed.

7.2 *Are there any limitations on my ability to borrow money from the Plan?*

Yes, subject to the terms of the Loan Policy, you may only borrow from amounts in the following accounts: your Elective Deferrals account, your rollover account, and/or your after-tax rollover account under the Plan. The minimum loan amount is \$1,000 and the maximum amount is the lesser of \$50,000 or one-half of your vested account balance in the eligible accounts. In addition, you may only have one outstanding loan at any given time.

If you are no longer actively employed by UPG, you are not eligible for a loan from the Plan.

7.3 *What are the terms of my loan?*

The terms of your loan will be outlined in a promissory note if your loan request is approved. All loans shall bear a reasonable rate of interest as determined by the Plan Administrator and must be repaid in equal payments on at least a quarterly basis over a five-year period (or a ten-year period if the loan is for the purchase of a principal residence).

7.4 *How will a loan be repaid?*

Loan payments for loans made prior to January 1, 2018 will be deducted from your paycheck on a per-payroll period basis. If you take a loan on or after January 1, 2018, your loan payments will not be deducted from your paycheck and all loan payments must be made via a separate arrangement with TIAA/CREF. You may prepay the outstanding balance or a portion of the outstanding balance of your loan at any time during the loan repayment period.

7.5 *Are my loan payments suspended if I am on a leave of absence?*

The Plan Administrator may permit a suspension of your loan payments during an authorized leave of absence from UPG or during a period in which you are performing “qualified military service.” Contact TIAA/CREF at 1-800-842-2252 for further information on these rules.

7.6 *What happens if my employment is terminated prior to repayment of a loan?*

If your employment with UPG is terminated while you still have an outstanding loan under the Plan, you may either repay the entire outstanding balance of your loan in full or continue to make timely loan payments.

7.7 *What happens if I do not timely repay my loan?*

A loan is not considered a withdrawal or a distribution, because you repay the funds to the Plan. Therefore, you are not taxed on the amount that you borrow as a result of the loan, and you are not subject to the 10% penalty tax for early withdrawal, so long as the amounts borrowed are timely repaid to the Plan.

A loan default occurs if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered

past due. If you default on a loan, the outstanding loan balance, including interest, is considered a distribution from the Plan. A distribution becomes taxable in the year in which you receive the payment, and is subject to federal income tax, as well as any applicable state or local taxes. In addition, you may be subject to a 10% penalty for early withdrawal.

SECTION VIII - DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT

8.1 *Can I withdraw money from my account while working?*

You may be entitled to receive a distribution from all or a portion of your Plan account while you are still working. However, this distribution is not in addition to your other benefits and therefore, will reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions.

In general, you may receive a distribution from certain accounts prior to your termination of employment provided you satisfy either of the following conditions:

- you have attained age 59 ½;
- you are eligible and approved to receive a hardship distribution (as described below);
- you are eligible and approved to receive a qualified birth or adoption distribution (as described below); or
- you are eligible and approved to receive a coronavirus-related distribution (as described below).

8.2 *Are there any limitations to my ability to receive a distribution after reaching age 59 ½?*

Yes, you may only receive a distribution from amounts in the following accounts after reaching at 59 ½ prior to your termination of employment: your Elective Deferrals account, your Roth Contributions account, your employer matching contributions account, your rollover account, your Roth rollover account, and/or your after-tax rollover account under the Plan.

8.3 *When am I eligible to receive a hardship distribution?*

Subject to the approval of the Plan Administrator or its designee, you may request a hardship distribution from your Elective Deferrals account, your Roth Contributions account, your rollover account, your Roth rollover account, and/or your after-tax rollover account under the Plan if certain requirements are met. Amounts held in other accounts are not available for a hardship withdrawal. You must meet both of the following requirements to be eligible for a hardship withdrawal: (i) the request must be on account of an immediate and heavy financial need (as defined below) and (ii) the distribution must be necessary to satisfy the hardship.

8.4 *What is an immediate and heavy financial need?*

Hardship situations are immediate and heavy financial needs that cannot be fulfilled through other reasonably available financial resources. Immediate and heavy financial needs include:

- out-of-pocket and unreimbursed medical expenses for you, your spouse, your beneficiary, or your dependent;
- amounts necessary to purchase your principal residence (excluding mortgage payments);
- tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education fees for you, your spouse, your beneficiary, or your dependent;
- expenses for the repair of your principal residence that would qualify as casualty losses under Section 165 of the Code;
- payments needed to prevent your eviction from your principal residence or to prevent foreclosure of the mortgage on your principal residence;
- payment of funeral or burial expenses for a deceased parent, your spouse, your beneficiary, or your dependent; and
- expenses and losses (including loss of income) incurred as a result of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that your principal residence or principal place of employment is located in the designated disaster area.

8.5 *When is a distribution considered “necessary” to satisfy a hardship?*

The determination of whether a distribution is necessary to satisfy a hardship will be made by the Plan Administrator (or its designee) in a uniform and nondiscriminatory manner. A distribution will be deemed necessary to satisfy an immediate and heavy financial need if: (i) the distribution is not in excess of the amount of the immediate and heavy financial need, and (ii) you have obtained all distributions (other than hardship distributions) and all nontaxable loans currently available to you under all plans maintained by UPG or an affiliate.

By law, a hardship distribution can be made only if you show that the specific amount requested is the minimum amount necessary to satisfy your immediate and heavy financial need.

8.6 *How do I request a hardship withdrawal?*

You may request a hardship withdrawal by contacting TIAA/CREF at 1-800-842-2252 and completing all necessary forms. Please note that the minimum you can withdraw because of a hardship situation is \$500 and applicable taxes may be levied on the distribution. For example, you may be subject to a 10% early withdrawal penalty tax imposed by the IRS if you have not yet reached age 59 ½.

8.7 *When am I eligible to receive a qualified birth or adoption distribution?*

Subject to the approval of the Plan Administrator or its designee, you may request a qualified birth or adoption distribution from vested amount in your Elective Deferrals account, your Roth Contributions account, your rollover account, your Roth rollover account, your after-tax rollover account, your Clinician Employer Contributions Account, your Employer Matching Contributions account, and/or your Staff Employer Contributions account under the Plan if certain requirements are met.

In general, on or after December 31, 2020, you may request a qualified birth or adoption distribution of up to \$5,000 if such distribution is made during the one-year period beginning on the date your child is born or the date that the legal adoption of your “eligible adoptee” is finalized. For purposes of this distribution, an “eligible adoptee” means any person (other than the child of your spouse) who has not attained age 18 or is physically or mentally incapable of self-support. In the event of multiple births (i.e., twins), you may take a distribution of up to \$10,000 (i.e., \$5,000 per child).

A qualified birth or adoption distribution will not be subject to the 10% early withdrawal penalty imposed by Section 72(t) of the Code and is not treated as an eligible rollover distribution for purposes of the Code’s direct rollover rules or the mandatory 20% withholding requirement. It is, however, subject to voluntary withholding.

8.8 *How do I request a qualified birth or adoption distribution?*

You may request a qualified birth or adoption distribution by contacting TIAA/CREF at 1-800-842-2252 and completing all necessary forms.

You may repay a qualified birth or adoption distribution, in one or more contributions, in an aggregate amount not to exceed the amount of the qualified birth or adoption distribution.

8.9 *What is a coronavirus-related distribution?*

A coronavirus-related distribution is a distribution (or series of distributions) from the Plan that is made on or after January 1, 2020, and before December 31, 2020, in an amount of not more than \$100,000 (including the aggregate amount of such distributions from all UPG plans), to the extent that such distribution is made to a “Qualified Individual.”

A “Qualified Individual” is a participant who:

- is diagnosed with the virus SARS-CoV-2 or coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;
- whose spouse or dependent is diagnosed with such virus or disease by such a test, or
- who experiences adverse financial consequences as a result of:
 - being quarantined due to COVID-19,

- being furloughed, laid off or having work hours reduced due to COVID-19,
- being unable to work due to the lack of childcare due to COVID-19,
- the closing or reduction in hours of a business that you own or operate due to COVID-19, or
- other factors determined by Treasury regulations.

A coronavirus-related distribution will not be subject to the 10% early withdrawal penalty imposed by Section 72(t) of the Code and is not treated as an eligible rollover distribution for purposes of the Code’s direct rollover rules or the mandatory 20% withholding requirement. It is, however, subject to voluntary withholding.

If you obtained a coronavirus-related distribution from the Plan, you may repay the distribution, in one or more contributions, in an aggregate amount not to exceed the total amount of the coronavirus distribution(s), within 3 years and one day after the date on which such distribution was made.

SECTION IX - DISTRIBUTIONS AFTER TERMINATION OF EMPLOYMENT

9.1 *When can I get money out of the Plan?*

You are eligible to receive a distribution of your vested account balance if you request one due to your disability, retirement, or other termination of employment. Your beneficiary(ies) may request a distribution of your vested account balance in the event of your death. The value of your account balance will continue to increase or decrease, as appropriate, based on the investment returns until all amounts have been distributed.

Disability

If you terminate your employment with UPG due to your disability, the full value of your vested account balance may be distributed to you upon request. A “disability” is defined as a total mental or physical inability to perform work, resulting from injury or disease, which is expected to be permanent, and which entitles you to a disability benefit under the UVA Physicians Group Long Term Disability Plan or UVA Physicians Group Clinicians Long Term Disability Plan.

Early and Normal Retirement Benefits

You may receive a benefit equal to 100% of your account balance as of the first business day on which a valuation is possible following your normal retirement date or early retirement date. Your normal retirement date is the date you reach age 65 and your early retirement date is the date you reach age 55.

Other Termination of Employment

In general, if you terminate your employment with UPG for any reason other than retirement, disability or death, the full value of your vested account balance may be distributed to you upon request.

Death

If you are a participant in the Plan when you die, your vested account balance, if any, will be paid to your designated beneficiary(ies). You may designate your beneficiary(ies) on a designation form that must be properly signed and filed with the Plan Administrator. If you are married and want to designate someone other than your spouse as your primary beneficiary, your spouse must consent to this designation in writing. Your spouse's signature indicating his or her consent must be witnessed by a Plan representative or notary public. If you are not married at the time of your death and fail to name a beneficiary, or if both you and your designated beneficiary die before your benefits are completely distributed, your estate will be your beneficiary. You may contact TIAA/CREF at 1-800-842-2252 to obtain a designation of beneficiary form.

9.2 *Is there a date by which I must begin receiving my benefits under the Plan?*

In general, you may delay the distribution of your vested account balance; however, there are rules that require certain minimum distributions be made at specific times. If you are not a 5% owner of UPG, distributions are required to begin no later than the April 1st following the later of the end of the year in which you reach age 72 (70 ½ for participants who reached such age on or before December 31, 2019) or terminate employment. You should request additional information from the Plan Administrator if you think you may be affected by these rules.

In addition, unless you elect otherwise, payment of your vested account balance under the Plan will begin no later than the 60th day after the latest Plan year in which the following occurs: (i) you reach age 65, (ii) the 10th anniversary of the year in which you first participated in the Plan, or (iii) your termination of employment with UPG.

9.3 *How do I request a distribution?*

Please contact TIAA/CREF at 1-800-842-2252 to obtain the required forms for requesting a distribution.

9.4 *What options are available for receiving my benefits under the Plan?*

You may choose from the following options when requesting a distribution of your benefits:

- A single lump sum cash payment;
- Installment payments made in substantially equal amounts over a period of time (annually or more frequently); or

- A partial withdrawal of any portion of your vested account balance.

Please see Section 10 entitled “Tax Treatment of Distributions” for a general discussion of the tax consequences associated with your distribution.

9.5 *What are my beneficiary’s options for receiving benefits under the Plan?*

Your beneficiary may also choose whether to receive his or her benefit under the Plan as a single lump sum cash payment, installment payments, or a partial withdrawal as described in Section 9.4 above; however, if you die after you have already begun receiving payments, your remaining vested account balance must be distributed to your beneficiary(ies) at least as rapidly as under the method of distribution you previously elected. If, on the other hand, you die before your vested account balance has begun to be distributed, your vested account balance generally must be distributed within five years after your death.

9.6 *May my benefit be distributed without my consent?*

Your benefit may be distributed without your consent if the distribution is a required minimum distribution described in Section 9.2 above, your total vested account balance (including amounts in your rollover contributions account, Roth rollover contributions account and/or after-tax rollover contributions account) is less than \$1,000, or your total vested account balance (excluding rollover contributions) is greater than \$1,000, but less than \$5,000.

If your total vested account balance is less than \$1,000, the Plan will automatically distribute your entire vested account balance to you in a single lump sum payment as soon as practicable. If your total vested account balance is greater than \$1,000, but less than \$5,000, and you do not timely elect an immediate lump sum distribution or rollover distribution, your entire vested account balance will be distributed as a direct rollover to an individual retirement account (IRA).

9.7 *What is a qualified domestic relations order (“QDRO”) and how will it affect my benefit under the Plan?*

The benefits provided by this Plan are intended for your long-term benefit. As a result, you may not assign, pledge, encumber or otherwise alienate benefits payable under the Plan prior to distribution. However, you are permitted to assign all or a part of your Plan benefit to another person under a QDRO. A QDRO is a court order that creates or recognizes the existence of an alternate payee’s right to receive, or assigns to an alternate payee the right to receive, all or a portion of your benefits under the Plan pursuant to a divorce or child support order. This order must include specific information and meet certain requirements established by law and the Plan to be a QDRO. You may obtain a copy of the procedures used for determining and processing QDROs, without charge, by contacting TIAA/CREF at 1-800-842-2252.

SECTION X - TAX TREATMENT OF DISTRIBUTIONS

10.1 *What are my tax consequences when I receive a distribution from the Plan?*

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 59 ½ could be subject to an additional 10% tax.

You will not, however, be taxed on distributions of your Roth Contributions. In addition, a distribution of the earnings on the Roth Contributions will not be subject to tax if the distribution is a “qualified distribution.” A “qualified distribution” is one that is made after you have attained age 59 ½ or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a five-year participation period. The five-year participation period is the five-year period beginning on the calendar year in which you first make a Roth Contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into this Plan) and ending on the last day of the calendar year that is five years later.

10.2 *May I roll over my Plan contributions to reduce or defer tax consequences?*

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- **60-day rollover.** You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer 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 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. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct rollover option described below is often the better choice.
- **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

The rules which determine whether you qualify for favorable tax treatment are very complex. You should consult with qualified tax counsel before making a choice.

SECTION XI - CLAIM FOR BENEFITS

11.1 *How do I make a claim for benefits?*

Benefits will generally be paid to participants and their beneficiaries without the necessity of formal claims. However, if you or your beneficiaries have any grievance, complaint, or claim concerning any aspect of the operation or administration of the Plan or its trust, you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request must be made to UPG in writing and should include your name, address and the specific reason for making the claim. You should also include your requested remedy and reasons why your remedy should be granted. If documentary evidence is not within your possession, you should indicate in your complaint where it can be located. You may also designate in writing an authorized representative to act on your behalf in pursuing your claim for benefits.

11.2 *When will I receive a response to my claim for benefits?*

If you have submitted a claim for benefits and your claim is denied, in whole or in part, you will receive written notice of the denial within 90 days after receipt of your claim, or within 180 days after such receipt if special circumstances require an extension of time. If special circumstances require an extension of time, you will be furnished written notice of such extension prior to the end of the initial 90-day period. The notice of extension will explain the special circumstances requiring an extension of time and the date by which UPG expects to render a decision.

11.3 *What information will I receive with any denial of my claim for benefits?*

The written notice of denial will contain the following: (a) the specific reason(s) for the denial and a reference to the specific Plan provision(s) on which the denial is based; (b) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why the material or information is necessary; and (c) an explanation of the claims review procedure and the time limits applicable to such procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following a denial upon review of the claim.

11.4 *May I request a review of a denial of my claim for benefits?*

Review may be requested at any time within 60 days following the date you receive written notice of the denial. A failure to file a request for review within 60 days will constitute a waiver of your right to have the denial of your claim reviewed.

11.5 *How should I request a review of a denial of my claim for benefits?*

Your request for review should be made in writing to UPG and should state your name and address, the fact that you are disputing the denial of a claim, the date of the initial notice of denial, and the reason(s), in clear and concise terms, for disputing the denial. During the review process, UPG will: (a) provide, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim; (b) permit you to submit written comments, documents, records, and other information relating to the claim; and (c) provide a review that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial determination.

11.6 *When will I receive a response to my request for a review?*

Unless special circumstances require an extension of time for processing, you will be notified of the decision on review within 60 days after receipt of your written petition for review. If an extension is necessary due to special circumstances, you will be given a written notice of such extension prior to the expiration of the initial 60-day period. The notice will indicate the circumstances requiring the extension and the date by which UPG expects to render a decision. The extension may be for up to 60 additional days.

11.7 *What information will I receive with any denial upon review?*

If your claim is denied upon review, the written notice will contain the following information: (a) the specific reason(s) for the decision and specific reference to the provisions of the Plan on which the decision is based; (b) a statement that you are entitled to receive, upon request and free of charge, copies of all documents, records, and other information relevant to the claim for benefits; and (c) a statement explaining your right to bring a civil action under ERISA Section 502(a) following the denial.

11.8 *Special Rules for Disability-Related Claims*

In addition to the procedures described above for filing a claim for benefits under the Plan, certain special rules apply if you are filing a claim for a Plan benefit on account of you becoming disabled (as defined above). If your claim relates to a benefit on account of you becoming disabled, the following special rules will apply to your claim:

- (a) the 90-day period for a written decision on the initial claim (subject to the additional 90-day extension) is reduced to 45 days (subject to a maximum of two 30-day extensions);
- (b) in addition to the information described above that must be contained in any written denial of a claim, the written denial will contain the following:
 - (i) a description of any internal rule or guideline relied upon in making the determination (or a statement that such rule or guideline will be provided upon request and free of charge); and
 - (ii) if the decision was based on medical necessity, experimental treatment, or a similar limit, a description

of the scientific or clinical judgment for the determination (or a statement that such explanation will be provided upon request and free of charge);

- (c) the 60-day period in which you must file your request for review upon denial of your initial claim is increased to 180 days;
- (d) the review will not afford deference to the initial claim denial, and will be conducted by a fiduciary of the Plan other than the one who made the initial decision or a subordinate of that person. In addition, if the review depends on a medical judgment, the Plan fiduciary will consult appropriate medical professionals, other than those who were consulted in the initial determination or their subordinates, and will disclose the identity of such medical professionals upon request; and
- (e) the 60-day period for the written decision upon review of a claim (subject to the additional 60-day extension) is reduced to 45 days (subject to a 45-day extension).

SECTION XII - STATEMENT OF ERISA RIGHTS

12.1 *What are my rights as a participant in the Plan?*

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

Receive Information about Your Plan and Benefits

You may examine, without charge, at UPG's office and at other specified locations, such as worksites, 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.

You may obtain, upon written request to UPG, 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 SPD. UPG may make a reasonable charge for the copies.

You may receive a summary of the Plan's annual financial report. UPG is required by law to furnish each participant with a copy of this summary annual report.

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 your Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or

otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a Plan 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 limits.

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 UPG 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 UPG. 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 UPG. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from UPG, 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.

SECTION XIII - AMENDMENT AND TERMINATION OF THE PLAN

13.1 *May the terms of the Plan be changed?*

While it is expected that the Plan will continue indefinitely, UPG reserves the right to modify or discontinue the Plan, in whole or in part, at any time without notice and for any reason. 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 cause any reduction in the vested amount credited to your account.

13.2 ***What happens to my benefit if the Plan is terminated?***

If the Plan is terminated, or if contributions to the Plan are permanently discontinued, you will be notified, no further contributions will be made to the Plan, and all amounts credited to your accounts will become 100% vested. UPG will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable.

SECTION XIV - GENERAL INFORMATION ABOUT THE PLAN

14.1 ***General Plan Information***

Plan Name: UVA Physicians Group Retirement Plan

Plan Number: 011

Plan Year: January 1 – December 31

Type of Plan: 401(k) Defined Contribution Plan

Plan Effective Date: The Plan was originally effective on January 1, 2017.

14.2 ***Plan Sponsor/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 your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account 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. The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Plan Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan Administrator are:

University of Virginia Physicians Group
4105 Lewis & Clark Drive
Charlottesville, Virginia 22911
Phone: (434) 972-4288
EIN: 54-1124769

14.3 *Service of Legal Process*

Legal process may be served upon UPG, who is the Plan Sponsor and Plan Administrator, at the address listed above or upon the Plan Trustee.

14.4 *Plan Trustee*

All money that is contributed to the Plan is held in a trust fund. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed. The Plan's Trustee is:

TIAA/CREF
730 Third Avenue, 26th Floor
New York, New York 107-3206

14.5 *Services and Fees*

Fees and expenses charged under the Plan may impact your retirement savings. Plan administration fees cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under your Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools and educational materials. In some cases, these administrative fees are covered by UPG and in other cases they are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your accounts. Transaction-based fees are associated with optional services offered under your Plan (e.g., loan requests) and are charged directly to your account if you utilize a particular Plan feature. For more information on fees associated with your account, please refer to your account statement or contact the Plan Administrator.