Carilion Clinic 403(b) Retirement Savings Plan

Summary Plan Description

June 2021

PLEASE READ THIS CAREFULLY

AND KEEP FOR FUTURE REFERENCE.

TABLE OF CONTENTS

1. Introduction 1
2. Becoming a Participant 2
3. Your Account 3
4. Investment of Plan Funds and Plan Expenses 8
5. Vesting and Forfeitures 9
6. Retirement, Death and Disability 11
7. Distributions from the Plan 12
8. In-Service Distributions and Loans 16
9. Plan Termination or Amendment 18
10. Special Terms 19
11. Plan Administration 20
12. Your Rights Under ERISA 22
13. Other Important Plan Information 24

1. Introduction

Carilion Clinic (the "sponsoring employer") sponsors and maintains the Carilion Clinic 403(b) Retirement Savings Plan (the "Plan"), on behalf of itself and affiliated, participating companies (collectively, the "employer," unless the context indicates a single employer). See Section 13 for a list of adopting employers. If you are an employee of Carilion Clinic or an adopting employer, the provisions of this booklet apply to you and your beneficiaries.

The Plan is a deferred compensation retirement plan permitted under Section 403(b) of the Internal Revenue Code, designed to assist you in saving for retirement by allowing you to make savings contributions on a tax-favored basis (known as before-tax elective deferrals). Your employer may match those contributions up to a certain amount. In addition, the Plan permits your employer to make additional contributions to the Plan for your benefit (known as discretionary nonelective contributions).

This booklet is a summary plan description (**SPD**) and is a brief description of your Plan and your rights, obligations, and benefits in the Plan. This SPD does not interpret, extend, or change the provisions of your Plan in any way. The plan provisions may only be determined accurately by reading the actual plan document. The plan document is written in more technical and detailed language. If this SPD and the plan document conflict, the plan document always governs.

A copy of the plan document is on file at your employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either your Plan or this SPD, you should contact the plan administrator (see Section 13 for contact information). If you would like a copy of the plan document, please contact the plan administrator.

This SPD describes the operation and administration of the Plan as of June 1, 2021, and the terms and conditions of the Plan as represented by the written plan document with a general effective date of January 1, 2010, as subsequently amended. The Plan is subject to federal laws, such as the Employee Retirement Income Security Act ("ERISA"), the Internal Revenue Code and other federal and state laws which may affect your rights. The Plan is subject to revision from time to time due to changes in laws or pronouncements by the Internal Revenue Service (**IRS**) or the Department of Labor. Your employer also may amend or terminate the Plan, subject to certain rules and conditions (see Section 9).

The investment products you select (known as investment arrangements) may also affect the provisions of the Plan. In some cases the investment arrangements may limit your options under the Plan. This SPD does not address the provisions of the various investment arrangements. You should contact the plan administrator or the investment provider if you have questions about the provisions of your specific investment arrangements.

This SPD is not a contract of employment or a guarantee of employment. If the provisions of the Plan described in this SPD change, your employer will notify you.

2. Becoming a Participant

2.1 Which employees can join the Plan?

Generally, all employees of a participating employer are eligible to join the Plan. See Section 13 for information on the sponsoring employer and participating employers.

2.2 When can I join the Plan?

You can join the Plan for all purposes on the date your employment with your employer commences. Your employment commencement date will be your **entry date** for all Plan purposes. See Section 3.2 for information on the Plan's automatic deferral program.

2.3 Under what conditions may I reenter the Plan after I am rehired?

If you terminate employment after joining the Plan and are later rehired by the sponsoring employer or a participating employer, you will immediately reenter the Plan upon your rehire date, assuming you are otherwise eligible to participate in the Plan.

2.4 How is my participation in the Plan affected by my uniformed service leave?

The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") provides for the protection of certain benefits due to your uniformed service leave. Uniformed service leave includes not only service with the armed services, but also the commissioned corps of the public health service, and any other category of persons designated by the President of the United States in time of war or emergency. If you return to active employment with your employer within the period set by USERRA, you will be eligible to make up salary deferrals to the Plan. In addition, the employer will make contributions to the Plan on your behalf to which you would have otherwise been entitled but for your uniformed service leave. You may also be entitled to credit for service for vesting and eligibility purposes for your period of leave. Loan repayments to the Plan (see Section 8.3) may be suspended for any part of any period during which you are performing service in the uniformed services.

If you are a veteran and are reemployed under USERRA, you may be eligible for benefits if you become disabled while on active duty. In addition, if you die while performing in the uniformed services, your beneficiary may be entitled to receive additional benefits provided under the Plan, as if you had resumed employment on the day before your death.

If these provisions apply to you, you should contact the plan administrator immediately (see Section 13).

3. Your Account

3.1 What are my accounts?

When you become a participant, the Plan will establish an account in your name with subaccounts based on the types of contributions made to the Plan on your behalf. The following types of contributions can be made to the Plan:

- Employee before-tax salary deferrals (including catch-up deferrals)
- Employer discretionary matching contributions
- Employer discretionary nonelective contributions
- Employee rollover contributions.

Throughout the year, the Plan will add your salary deferrals, if any, to your account. If your employer decides to make a matching contribution, it will decide when and how frequently to add the contribution to your account. If your employer decides to make a nonelective contribution, the employer will add your share of the nonelective contribution to your account at the conclusion of the applicable year. Investment earnings and losses will be valued daily to your account.

3.2 What are before-tax salary deferrals?

Before-tax salary deferrals are part of your compensation (explained in Section 3.6) that you elect to have your employer contribute to the Plan instead of paying it to you in cash (this is known as a *deferral election*). Your deferral election will also apply to irregular pay (e.g., bonuses).

The amount of the deferral election is not subject to federal income tax at the time the amount is withheld from your paycheck and deposited with the Plan. Rather, amounts in your before-tax deferral account are usually subject to taxation at the time they are distributed to you from the Plan.

The Plan limits the amount of your deferral election to no more than 50% and not less than 1% of your compensation per payroll period (however, you can elect to defer zero). Deferrals must be in whole percentages.

Under federal law, your total elective deferrals in any calendar year may not exceed a dollar limit which is set by the IRS. The limit is $19,500 for 2021. The IRS may adjust this limit in future years. In addition, the plan administrator has the right to reduce the salary deferrals made by certain highly compensated employees to ensure compliance with federal rules concerning discriminatory contributions. Generally, a highly compensated employee is one who earns more than a certain amount set by the IRS for either the current year or the prior year. The dollar amount for 2020 and 2021 is $130,000. The annual amount may be adjusted by the IRS from year to year. Contact your plan administrator for additional information about being a highly compensated employee.

There are three ways for you to make before-tax deferrals to the Plan. One way is to contact the Principal Contact Center at 1-800-547-7754; another is to sign on to the Principal website at www.principal.com. In either case, you will be asked to specify the percentage of your

compensation that you want to defer. The third way to make before-tax deferrals is to rely on the Plan's automatic deferral program explained below.

You may change your deferral percentage or amount at any time by calling the Contact Center or signing on to the Principal website referenced above.

You are always fully vested in your before-tax deferrals and the investment earnings on those deferrals (see Section 5).

Automatic deferral program. As stated above, there are three ways for you to make before-tax salary deferrals to the Plan. The first two require you to make an affirmative election, as described above, using the toll-free number or website listed above. The third method is to rely on the Plan's Eligible Automatic Contribution Arrangement (EACA) program. (**Note:** You cannot participate in the EACA program if you are a **medical resident, pharmacy resident intern or student**.)

Under the EACA program, your employer will automatically defer 3% of your compensation to the Plan unless you make an affirmative election to defer nothing or a different percentage (not to exceed 50% of your compensation for the pay period).

When you become eligible to join the Plan (see Section 2.2), you will receive a notice stating that you will be entered in the EACA program. You may make an affirmative election at any time to select an alternative salary deferral percentage, or to defer nothing, using one the methods explained above.

If the employer enrolls you in the EACA program and you did not want to participate in the program, you must notify the employer (or Principal, the Plan's third party administrator) within 30 days of the date on which the automatic deferral occurred. If timely notified, the employer will refund to you the amount automatically deferred from your compensation.

Unless you withdraw from the EACA program within the 30-day period explained in the preceding paragraph, your automatic deferrals and the annual increase will remain in effect until you make your own affirmative deferral election by calling the Principal Contact Center at 1-800-547-7754 or by signing on to the Principal website at www.principal.com. Each year, you will receive a notice reminding you that you are enrolled in the automatic deferral program and of your ability to make your own affirmative deferral election. Once you make your own affirmative deferral election, you will no longer be eligible for the automatic deferral program.

If, as of July 1, 2016, or later, you have made an affirmative deferral election – even if it is an election to defer zero – you are not eligible for the EACA program. If your participation in the Plan began before July 1, 2016, and you made an affirmative deferral election for a percentage greater than 3%, you are not eligible for the program. However, if your participation began before July 1, 2016, and you made an affirmative deferral election of less than 3% (including zero) prior to that date, you were entered into the EACA program as of July 1, 2016, and your deferral percentage was increased to 3% at that time and, if you have remained employed with a participating employer, you have received automatic increases, as explained below, each year since.

Automatic increase of deferral election. If you make before-tax deferrals to the Plan, whether through the EACA program or by an affirmative election, your deferral election percentage will automatically be increased each year, unless you are a medical resident, pharmacy resident, intern or student (those groups are not eligible for automatic increases). On December 15 of

each year the plan will automatically increase your deferral percentage by 1%, up to 10% (except the first increase will not occur sooner than 12 months following your entry date).

You can opt out of the automatic increase program at any time by calling the Principal Contact Center at 1-800-547-7754 or through the Principal website at www.principal.com. In addition, once a year you will receive a notice reminding you of the upcoming increase and of your ability to make a contrary election. Once you opt out of the program, your deferral percentage **will not** be automatically increased in future years. Once you opt out of the program, the only way to increase your deferral percentage will be to make an affirmative deferral election (as explained above).

3.3 What are catch-up deferrals?

As explained in Section 3.7, there are limits to the amount of salary deferrals you can make to the Plan. However, certain employees can exceed those limits by making special deferrals known as "catch-up" deferrals. The Plan allows for two types of catch-up deferrals:

- Age 50 Catch-Up Deferrals. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of January 1 of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferral that you can contribute in any year is determined by the IRS; the maximum amount for 2021 is $6,500. The IRS may adjust this limit in future years.

- Qualified Organization Catch-Up Deferral. If you have completed at least 15 years of service with the employer, and the employer is a "qualified organization," then you may elect to defer additional amounts (called Qualified Organization Catch-Up Deferrals) to the Plan which exceed the IRS elective deferral limit. A Qualified Organization Catch-Up Deferral increases your elective deferral limit by the lesser of: (1) $3,000; (2) $15,000 reduced by all amounts excluded from your gross income for prior taxable years by reason of your prior Qualified Organization Catch-Up Deferrals; or (3) the excess of $5,000 multiplied by your number of years of service with the employer, over your elective deferrals (including Qualified Organization Catch-Up Deferrals, but excluding Age 50 Catch-Up Deferrals) made for prior calendar years. This means that the maximum Qualified Organization Catch-Up Deferral you can contribute is $3,000 in any calendar year. A "qualified organization" is an educational organization, hospital, home health service agency, health and welfare service agency, or a church-related organization.

If you qualify for both Age 50 Catch-Up Deferrals and Qualified Organization Catch-Up Deferrals, you may contribute both types of catch-up deferrals; however, your contributions must be applied to the Qualified Organization Catch-up Deferrals before they are applied to the Age-50 Catch-Up Deferrals.

Catch-up deferrals are not eligible for employer matching contributions.

3.4 What are discretionary matching contributions?

Discretionary matching contributions are contributions made by the employer because you make salary deferrals to the Plan.

Matching contributions are given at the employer's discretion. The amount of the match, if any, the timing and frequency of the contribution, and other parameters are determined by

the employer, provided the contribution is equal to a uniform percentage or dollar amount your elective deferrals. There are no conditions you need to satisfy in order to be eligible for a matching contribution, other than making salary deferrals during the plan year.

The plan administrator has the right to reduce the matching contributions made to certain highly compensated employees (as defined by the IRS,) to ensure compliance with federal rules concerning discriminatory contributions.

Matching contributions are subject to the vesting schedule explained in Section 5.2.

3.5 What are discretionary nonelective contributions?

Employer discretionary nonelective contributions are contributions the employer may make to the Plan on behalf of eligible employees. Unlike matching contributions, employees will share in nonelective contributions regardless of whether they make salary deferrals to the Plan. Nonelective contributions are solely at the discretion of the employer. If the employer decides to make a nonelective contribution, the amount and timing of the contribution will be determined at the time the contribution is announced.

If the employer makes a nonelective contribution for a plan year, the amount you receive will be determined by dividing your pay for the plan year by the total pay of all the eligible employees entitled to share in the contribution. To share in the contribution for the plan year, you must be employed by the employer on the last day of the plan year.

Nonelective contributions are subject to the vesting schedule explained in Section 5.2.

3.6 For determining the amount of my plan contributions, what does compensation mean?

Compensation means your pay as reported in the “Wages, Tips and Other Compensation” box of your Form W-2 (including bonuses, overtime pay and commissions) that is actually paid to you during the plan year.

Compensation includes before-tax contributions made by you to a 401(k) plan, a 403(b) plan (like this Plan), a cafeteria plan, a simplified employee pension plan or a transportation fringe benefit plan.

Compensation does not include amounts paid to you by an employer that is not a participating employer in the Plan.

Generally, compensation is counted for the portion of the plan year during which you are a participant in the Plan. However, compensation also includes the following amounts paid to you after you terminate your employment with the employer, provided the payments would have been made to you if you had not terminated your employment:

1) Compensation for services performed during your regular working hours, or compensation for services outside your regular working hours, such as overtime or shift differential, commissions, bonuses, or other similar payments;

2) Nonqualified unfunded deferred compensation, if the payment is includible in gross income; and

3) Amounts paid for unused sick, vacation, or other leave, if (i) such amounts would have been included in compensation had they been paid to you prior to your termination of

employment, and (ii) you would have been able to use the leave had your employment with the employer continued.

For these post-termination amounts to be considered compensation, the payments must occur within the later of the following:

- 2½ months after you terminate employment
- The end of the year that includes the date of your termination.

Any other payment that is made after termination of employment or for non-services (such as severance pay) is not considered compensation for plan purposes.

By law, the Plan cannot recognize compensation in excess of $290,000 in 2021. This amount may be adjusted in future years by the IRS. If you feel you may be affected by this limitation, ask your plan administrator for further details.

3.7 Are there limits to the amount of contributions that can be made to my account?

The federal government limits the amounts that can be added to your plan account in a single year. The application of these limits can be complex and a detailed explanation is beyond the scope of this SPD, but generally no more than the lesser of $58,000 (for 2021) or 100% of your compensation can be contributed to your account (excluding earnings and rollovers) for the year. These limits may reduce your share of discretionary nonelective contributions (if made) to an amount less than what you would have received had the limits not been in place. The plan administrator will inform you if these limits affect you.

3.8 What are rollover contributions?

Rollover contributions are distributions from an eligible retirement plan or individual retirement account that are either transferred directly to this Plan or “rolled over” to this Plan within 60 days of distribution to you. If you were previously employed and you received a lump sum distribution, or are entitled to receive a distribution from your prior employer’s retirement plan, you may be able to “roll over” the amount of the distribution to this Plan. This may be important to you because of various tax consequences. For instance, you may wish to defer paying taxes on the lump sum distribution you receive from a prior employer’s plan. The rules involving rollovers are complex. Whether you can, or even should, roll over an amount you previously received is a question you should discuss with your personal tax advisor. If you decide to make a rollover contribution to the Plan, or if you desire more information about making a rollover contribution, contact the Principal Contact Center at 1-800-547-7754 or sign on to the Principal website at www.principal.com.

4. Investment of Plan Funds and Plan Expenses

4.1 How are plan funds invested?

The Plan assets may be invested in mutual funds and annuity contracts. Sign on to the Principal website at www.principal.com for further details regarding permissible investments.

You will be able to direct the investment of your plan account, including your elective deferrals. The plan administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. If you do not direct the investment of your plan account, then your account will be invested in accordance with the default investment alternatives your employer establishes under the Plan.

The Plan is intended to comply with ERISA section 404(c). If the Plan complies with section 404(c), then the fiduciaries of the Plan, including your employer 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. You must follow procedures in giving investment directions. If you fail to do so, then your investment directions need not be followed.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other plan 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 your employer and the plan administrator will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

4.2 Will Plan expenses be deducted from my account?

Subject to the terms of the investment arrangements funding the Plan, the Plan will pay some or all Plan related expenses except for a limited category of expenses known as “settlor expenses.” Generally, settlor expenses relate to the design, establishment or termination of the Plan.

The non-settlor expenses charged to the Plan may be charged pro rata to each participant in relation to the size of each participant's account balance or may be charged equally to each participant. Some expenses will be charged only to participants who use a particular Plan feature or who receive a Plan distribution. Finally, subject to the terms of the investment arrangements, the Plan may charge expenses to participants who have terminated employment with the employer in a manner different from those charged to employed participants.

Your employer reserves the right to change, from time to time, the manner in which expenses are allocated.

5. Vesting and Forfeitures

5.1 What is vesting?

Vesting is the term that refers to the portion of your account that cannot be forfeited or taken away from you. Your vested interest in your account depends on your length of vesting service (see Section 10.1) with the employer and the types of contributions made to your account.

You are always fully vested in your before-tax salary deferrals, matching contributions, rollover contributions, and the investment income attributable to those deferrals and contributions.

Your vested interest in your discretionary nonelective contributions, and the investment income attributable to those contributions, depends on the number of years of vesting service you have completed (see Section 10.1) and is expressed in terms of a vested percentage

5.2 How is my vested percentage determined?

You will become fully vested in your discretionary nonelective contributions and their investment earnings when you complete three years of vesting service (see Section 10.1) with your employer or any other employer participating in the Plan.

Your vested percentage in your discretionary nonelective contributions and the investment income attributable to those contributions, is determined under the following table:

If Your Number of Years of Vesting Service Is	The Vested Percentage Will Be
Less than 3 years	0%
3 years or more	100%

If you die, become disabled, or reach your normal retirement age (see Section 6.1) while a participant and while employed by the employer, you will become 100% vested in your discretionary nonelective contributions, regardless of your vesting service.

5.3 What are forfeitures?

If you end employment with the employer before you are 100% vested (see Section 5.2), the nonvested portion of your account is called a forfeiture. When an amount is forfeited, you lose your right to have that amount paid to you as a benefit.

5.4 What happens to my nonvested account balance if I am rehired?

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five consecutive breaks-in-service (see Section 10.3), your account balance as of the date of your termination of employment will be restored, unadjusted for any gains or losses.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your employer will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of rehire, or, if earlier, before you incur five

consecutive breaks-in-service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

5.5 What happens to forfeitures?

At the plan administrator's discretion, forfeitures can be used to pay administration expenses of the Plan and/or applied to the amount of matching or nonelective contributions, if any, the employer may make to the Plan in any year.

6. Retirement, Death and Disability

6.1 When is my normal retirement age?

Your normal retirement age under the Plan is age 65.

6.2 What happens when I reach normal retirement age?

You become 100% vested in your entire existing plan account and any future discretionary nonelective contributions credited to your account, regardless of the number of years of vesting service credited to you (see Section 5.2).

6.3 What happens if I suffer a disability?

If you suffer a disability (as defined by the Plan) while a participant and while still employed by the employer, you will automatically become 100% vested in your entire plan account, regardless of your age or years of vesting service with the employer. You will be eligible for an in-service distribution from your account if you suffer a disability.

Unless otherwise provided by an investment arrangement, a participant is deemed disabled under the Plan if the participant is receiving or is eligible to receive disability benefits under the federal Social Security program or the employer's long term disability program.

6.4 What happens if I die with an account balance in the Plan?

If you die while a participant and while still employed by the employer, 100% of your entire plan account (without regard to vesting service as explained in Sections 5.2 and 10.1), will be payable to your beneficiary. Otherwise, the regularly vested amount that would have been payable to you will be paid to your beneficiary.

6.5 How do I designate a beneficiary?

If you are married, your spouse is automatically your beneficiary. You must obtain your spouse's written consent to designate anyone other than your spouse, or in addition to your spouse, as your beneficiary. If you wish to designate a beneficiary other than (or in addition to) your spouse, complete and return the beneficiary designation form available by calling the Principal Contact Center's toll-free number or by logging on to the Principal website (see Section 13).

If you are not married, you may designate any one or more persons of your choosing to be a beneficiary. To do this, complete and return the beneficiary designation form available by calling the Principal Contact Center's toll-free number or by logging on to the Principal website (see Section 13).

You may designate a beneficiary at any time. You may change your designation at any time by completing and returning a new beneficiary designation form available by calling the Principal Contact Center's toll-free number or by logging on to the Principal website (see Section 13). If you are married, you will need your spouse's consent each time you change your nonspouse beneficiary. If you get married after naming a beneficiary, your spouse automatically becomes your beneficiary and your prior designation will no longer be in effect.

If there is ever any change in your marital status, you should inform the Plan immediately by calling the Principal Contact Center's toll-free number or by logging on to the Principal website (see Section 13).

7. Distributions from the Plan

7.1 When must the Plan distribute my benefit?

By law, payment of benefits generally must begin no later than the 60th day after the close of the plan year in which the latest of the following events occurs:

- The date on which you reach normal retirement age (see Section 6.1).
- The 10th anniversary of the year in which you became a participant in the Plan.
- The date you terminate employment with the employer.

Under the Plan, if you fail to request a distribution during a time period described above, you will be deemed to have elected to delay your distribution until the later of the date you attain age 72, or if later, your actual retirement date (see Section 7.4). By law, you must begin taking distributions once you attain age 72 if you are no longer employed by the employer. (Note: if you were born prior to July 1, 1949, the applicable age is 70½ instead of 72.)

Mandatory cashout: If your vested account balance does not exceed $1,000 (including any rollover amount) at the time you terminate your employment with the employer (for any reason, including retirement), a distribution of your vested account balance will be made to you in a single lump sum, without your consent, as soon as administratively feasible following your termination.

When your employment with the employer ends, you will be given detailed information regarding your Plan benefits and the right to receive a distribution or request a rollover to another eligible retirement plan.

7.2 What happens if I retire?

If you continue employment with the employer until you attain normal retirement age (see Section 6.1), you automatically will become 100% vested in your entire plan account, regardless of your years of vesting service with the employer (see Sections 5.1 and 5.2).

Your normal retirement date under the plan is the date you actually retire from employment with the employer after attaining normal retirement age. On your normal retirement date, you will be entitled to receive your entire account balance from the Plan in a single, lump-sum payment, or, if your account balance exceeds $5,000, you'll be able to choose either the lump sum payment or periodic installments (see Section 7.5).

7.3 If I quit or otherwise leave employment before normal retirement age, may I receive my benefits early?

If your employment with the employer ends before you reach normal retirement age (see Section 6.1), then, upon your written (or electronic) request (and subject to the mandatory cashout provision explained in Section 7.1), your plan account may be distributed as soon as administratively practicable after your employment ends. When your employment with the employer ends, you will be given information regarding your plan benefits and the right to receive a distribution or request a rollover to another eligible retirement plan. See Section 7.1 above regarding your failure to elect to receive a distribution or have the amount rolled over.

7.4 *If I continue working past my normal retirement age, when do my payments begin?*

If you continue working past normal retirement age (see Section 6.1), your active participation in the Plan will continue and your benefits will not be paid until after your employment ends.

7.5 *In what form will my benefits be paid?*

You may elect to receive your distribution in the form of a single lump sum or, if your benefit is greater than $5,000, in periodic installments. The terms and conditions for the installments will be determined by the plan administrator and communicated to you at the time you request a distribution.

7.6 *May I roll my distribution over into an IRA or another eligible retirement plan?*

In most cases you may "roll over" all or any portion of your distribution into an individual retirement account (IRA) or another eligible retirement plan. The portion of your distribution that is rolled over is not taxable income to you until you withdraw it from the IRA or the other eligible retirement plan. The amount rolled over also is not subject to any penalty tax for early withdrawal. You can also elect to have your distribution rolled over to a Roth IRA, but only if the roll over is a direct rollover (explained below). The rules regarding rollovers are complex. We suggest that you consult a professional tax advisor to review your rollover options.

There are two ways to roll your distribution over into an IRA or another eligible retirement plan. First, you may simply take the distribution in cash and then contribute it to the IRA or eligible retirement plan within 60 days of the original distribution. This is known as an indirect rollover. If you choose this method, taxes will be withheld from the distribution. To obtain the maximum tax benefit, you must also contribute an amount equal to the amount of taxes withheld to the IRA or eligible retirement plan.

The second way to roll over a distribution is to elect a "direct rollover," in which the custodian of this Plan (or your investment provider) pays the amount directly to the trustee or custodian of the IRA or eligible retirement plan. Under either method, the amount rolled over escapes current federal income taxation, but only the direct rollover allows you to avoid certain federal tax withholding requirements.

Most distributions qualify for a rollover, but certain distributions may not be rolled over. If your distribution is in the form of installments for a period of ten years or more, the installments may not be rolled over. Additionally, in-service hardship distributions (see Section 8.2) may not be rolled over. If your distribution commences after age 72 (see Section 7.1), a portion of it may not be eligible for rollover.

If you do not roll over your distribution, you will pay ordinary income taxes on the cash distribution. The Plan is required to withhold 20% for federal taxes on cash distributions (and also may withhold state taxes, if applicable). You may be subject to an additional 10% non-deductible tax penalty if you take the cash distribution prior to age 59 ½, except for certain circumstances. Additional information on the tax consequences of a distribution will be included in your distribution kit provided by Principal after you separate from employment.

If you would like more information about rollovers, please call the Principal Contact Center at 1-800-547-7754 or log on to Principal website at www.principal.com.

7.7 *What happens to my benefit if I die?*

Generally, if you die, your benefit will be paid to your beneficiary as soon as practicable following your death or, if later, the date on which the plan administrator receives notification of, or otherwise confirms, your death. If your designated beneficiary is a person, that beneficiary may elect to delay payment of the benefit for up to 5 years. If an amount owed to a beneficiary does not exceed $1,000, the plan administrator may cause the benefit to be paid automatically to the beneficiary, in a single lump sum, without the beneficiary's prior consent.

If your beneficiary is your spouse, your spouse can roll over his or her portion of the benefit to an IRA or Roth IRA. The rollover can be direct or indirect (see Section 7.6). If your beneficiary is not your spouse, your beneficiary can transfer his or her portion to an IRA or Roth IRA, but only as a direct rollover.

In addition, if your spouse is your beneficiary, he or she may roll over the distribution into a *traditional* IRA. A beneficiary who is not your spouse can only request a direct rollover to an *inherited* IRA. A direct rollover will result in no tax being due until the beneficiary withdraws funds from the inherited IRA; however, the amount transferred to the inherited IRA is subject to the "nonspouse minimum distribution rules" of the Internal Revenue Code. A beneficiary should consult with a qualified tax consultant before requesting such a rollover.

No beneficiary designation. If at the time of your death you have not designated a beneficiary or your beneficiary is not alive, your benefit will be paid in the following order of priority to:

(a) your surviving spouse; and if no spouse, then to

(b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants); and if no children, then to

(c) your surviving parents, in equal shares; and if no surviving parents, then to

(d) your estate.

7.8 *What is a qualified domestic relations order, and how can a qualified domestic relations order affect my benefits under the Plan?*

A Qualified Domestic Relations Order ("QDRO") is a court order that provides child support, alimony or marital property rights to a spouse, former spouse or dependent from your account in the Plan. A QDRO must be issued pursuant to a state domestic relations law and must meet certain technical requirements. A QDRO cannot require the Plan to provide any type or form of payment, or any option, not permitted by the Plan (although it can require payment before you terminate employment). Under a QDRO, a former spouse may be entitled to the same rights as a current spouse, with respect to some or all of your account. If this is the case, then any provisions in the Plan that require spousal approval, such as naming a nonspouse beneficiary or (if applicable) choosing certain optional forms of payment, may apply to your former spouse with respect to the portion of your account designated for the former spouse.

The plan administrator will determine whether an order meets the requirements of a QDRO. While the plan administrator is making this determination, you may be prohibited from receiving a distribution, withdrawal, or loan from the Plan.

If the amount owed to an alternate payee does not exceed $1,000, the benefit may be paid to the alternate payee as a single lump sum without the alternate payee's prior consent.

Your account may be subject to a processing fee for the determination and implementation of a QDRO.

These and other rules are contained in the Plan's QDRO procedures. If you believe you may be subject to a QDRO, you should contact the Plan administrator immediately. You can obtain, without charge, a copy of the Plan's QDRO procedures from the plan administrator.

8. In-Service Distributions and Loans

8.1 May I receive a distribution from the Plan before I terminate employment?

In-service distributions of your vested account balance are available in limited circumstances. You must be 100% vested in the distributing account or subaccount (see Section 5) to receive an in-service distribution from that account or subaccount. For example, you will not be able to receive an in-service distribution from your nonelective contribution subaccount (see Section 3.5) until you are fully vested in that subaccount (see Section 5.2). By contrast, you are always fully vested in your elective deferrals and matching contributions.

Rollover contributions: If you have made a rollover contribution to the Plan (see Section 3.8), you can request a distribution of those funds at any time for any reason.

Salary deferrals: You can request an in-service distribution from your deferral subaccount at any time in the event of a financial hardship (see Section 8.2). Earnings credited to your before-tax contributions after December 31, 1988, are not available for hardship distribution. You can also request an in-service distribution of your salary deferrals and earnings thereon any time after you have attained age 59½ or in the event you suffer a disability (see Section 6.3) prior to ending your employment.

Discretionary Nonelective contributions: Subject to the vesting requirement explained above, you can request an in-service distribution from your nonelective contribution subaccount (see Section 3.5) any time after you have attained age 59½. You can also request an in-service distribution from this subaccount at any time for an approved hardship (see Section 8.2) or in the event you suffer a disability (see Section 6.3) prior to ending your employment.

Matching contributions: You can request an in-service distribution from your matching contribution subaccount any time after you have attained age 59½. You can also request an in-service distribution from this subaccount at any time for an approved hardship (see Section 8.2) or in the event you suffer a disability (see Section 6.3) prior to ending your employment.

8.2 What are the conditions for obtaining a hardship distribution?

A hardship distribution is a special in-service distribution that you can take at any time but under limited circumstances. You may take a hardship distribution for the following purposes:

- Eligible uninsured medical expenses incurred, or that will be incurred by you, your spouse, or your dependents.
- Purchase (excluding mortgage payments) of your principal residence.
- Payment of tuition and related educational fees including room and board expenses for the next 12 months of post-secondary education for you, your spouse, your children, or your dependents.
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage on your principal residence.
- Funeral expenses for an immediate family member.

- Expenses for the repair of damages to your principal residence, if the damage qualifies for the casualty deduction under section 165 of the Internal Revenue Code.

- Expenses and losses (including loss of income) you incur as a result of a disaster declared by FEMA.

To qualify for an in-service hardship distribution you must have no other resources or savings available to you to satisfy the immediate and heavy financial need. Under the Plan, you will be considered not to have sufficient resources to meet the immediate and heavy financial need only if all of the following conditions are satisfied:

- The distribution the Plan makes to you is not in excess of the immediate and heavy financial need, plus any income taxes and penalties which are reasonably anticipated to result from the distribution.

- You have obtained all distributions (other than hardship distributions and loans) available from any plan the employer maintains.

In general, a hardship distribution will be subject to current federal income taxation. If you are under age 59½ at the time of the hardship distribution, there may also be an additional income tax because of your age at the time of the distribution.

8.3 May I borrow money from the Plan?

Loans are permitted in accordance with the Plan's loan policy. Loans are subject to the terms of the loan policy and the following rules:

(1) A loan may not be for less than $1,000. The maximum amount of a loan that you may request is the lesser of:

    (a) one-half of your vested account balance, or

    (b) $50,000 (reduced by the excess of (a) your highest outstanding loan balance during the one-year period ending on the day before the loan is made, over (b) your outstanding loan balance on the date of the loan.

(2) Each loan must be adequately secured and bear a reasonable rate of interest.

(3) Any loan (including interest) must be repaid within five years unless it is used to purchase, build, or renovate your principal residence or the principal residence of a dependent member of your family, in which case the loan must be repaid within 10 years.

(4) Loans must be repaid by mandatory payroll deduction.

(5) You can only have one outstanding loan at one time.

The rules that apply to loans are complicated and a full explanation of the Plan's loan policy and the terms and conditions of any loan are beyond the scope of this summary. If you have any questions about obtaining a loan from the Plan or would like to obtain a copy of the Plan's loan policy, please call the Principal Contact Center at 1-800-547-7754 or sign on to the Principal website at www.principal.com.

9. Plan Termination or Amendment

9.1 Under what conditions may the Plan be amended or terminated?

The sponsoring employer has the right to amend or modify the Plan at any time, subject to certain conditions. The employer intends and expects to maintain the Plan and make contributions to it as described in this SPD; however, it reserves the right to terminate the Plan. If the employer discontinues the business, or if it merges with or is sold to another employer and that employer does not adopt the Plan, the Plan will automatically terminate. Your employer will notify you if a decision to terminate the Plan has been made.

9.2 If the Plan terminates, what will happen to my account?

Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated. Benefits under the Plan are not insured or guaranteed by the federal government.

10. Special Terms

10.1 What is vesting service?

Vesting service is the amount of time you work for the employer or a related employer to earn a nonforfeitable right to your plan account (see Section 5.1). Generally, you are credited with one year of vesting service if you complete 1,000 or more hours of service (see Section 10.2) in a plan year. You earn vesting service regardless of whether you are a plan participant or an eligible employee (as explained in Section 2). You do not have to be employed by the employer for the entire plan year to be credited with a year of vesting service.

If you work for the employer after a break-in-service (see Section 10.3), you receive credit for your prior service, unless the number of your consecutive breaks-in-service is five or more *and* you are zero percent vested in your Plan account at the time you suffer the breaks-in-service.

10.2 What are hours of service?

In general, an hour of service is each hour for which you are paid or have a right to be paid by the employer and certain related employers for work you have performed; however, no more than 501 hours can be credited for a period during which you are paid but perform no services (such as vacations, holidays, paid sick leave, jury duty, etc.).

For those employees for whom actual hours of service are not kept (for example, salaried employees), the Plan will credit 90 hours of service for each bi-weekly payroll period in which service is performed or for which the employee is entitled to be paid.

The rules for counting hours of service are very complicated and a complete description is beyond the scope of this SPD. If you have any questions about hours of service, please contact your plan administrator.

10.3 What is a break-in-service?

A break-in-service is a plan year in which you are credited with fewer than 501 hours of service (see Section 10.2).

For determining breaks-in-service only, hours of service will be earned for absences (even if you are not paid) due to the following:

- Your pregnancy.
- The birth of your child.
- The placement of a child with you in connection with your adoption of that child.
- Caring for your child just after birth or placement of the child with you.

These hours will be credited for the plan year in which your absence from work begins only if you would have a break-in-service without the credit. Otherwise, the credit will be given immediately in the following plan year.

11. Plan Administration

11.1 How is the Plan administered?

The plan administrator is Carilion Clinic, the sponsoring employer of the Plan, but an individual or third party may be selected by the sponsoring employer to administer the day-to-day operations of the Plan. A committee may be appointed to make certain policy decisions and to review hardship withdrawals and loan applications as necessary.

11.2 How do I contact the plan administrator?

You may contact the plan administrator by contacting the office of the sponsoring employer listed in Section 13.

11.3 How do I present a claim for benefits?

The plan administrator has established the following procedures for filing claims for benefits available under the Plan. FAILURE TO FOLLOW THESE PROCEDURES WITHIN THE REQUIRED TIME PERIODS WILL RESULT IN THE LOSS OF YOUR RIGHT TO FILE SUIT IN COURT.

(a) When a claim for benefits exists, you, your beneficiary or an authorized representative should call the Principal Contact Center at 1-800-547-7754 . A claimant can submit the claim over the phone. The Plan will respond to the claim in writing or by electronic notification within 90 days of the submission, stating whether the claimant is eligible for benefits under the Plan. If the plan administrator determines that a claimant is not eligible for benefits or full benefits, the notice will:

(i) state the specific reasons for the denial of any benefits;

(ii) provide a specific reference to the provision of the Plan on which the denial is based;

(iii) provide a description of any additional information or material necessary for the claimant to perfect the claim, and a description of why it is needed;

(iv) state that the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim;

(v) state the claimant's right to bring a civil action under ERISA section 502(a) following a continued denial of a claim after appeal review; and

(vi) provide an explanation of the Plan's claims review procedure and other appropriate information as to the steps to be taken if the claimant wishes to have the claim reviewed.

If the plan administrator determines that there are special circumstances requiring additional time to make a decision, the plan administrator will notify the claimant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an additional 90 day period.

In the case of an extension provided under this subsection (a), the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant will be afforded at least 45 days to provide the specified information.

(b) If a claimant is determined by the plan administrator not to be eligible for benefits or if the claimant believes that he or she is entitled to greater or different benefits, the claimant will be provided the opportunity to the determination appealed by filing a petition for review with the plan administrator within 60 days after the claimant receives the notice issued by the plan administrator. The petition must state the specific reasons the claimant believes he or she is entitled to benefits or greater or different benefits. Within 60 days after the plan administrator receives the petition, the plan administrator will give the claimant (and his or her counsel, if any) an opportunity to present his or her position to the plan administrator (or designated review committee) in writing, and provide the claimant (or his or her counsel) an opportunity to review any pertinent documents. The plan administrator will notify the claimant of the appeal decision in writing or electronic notice within such 60-day period; stating specifically the basis of the decision and the specific provisions of the Plan on which the appeal decision is based. If because of special circumstances requiring additional time to make a decision, the 60-day period is not sufficient, the appeal decision may be deferred for up to another 60 days at the election of the plan administrator or review committee. Notice of such deferral will be given to the claimant or his/her legal representative.

A claimant must exhaust the foregoing procedures before pursuing the claim in any other proceeding.

(c) If you have a claim for benefits which is denied, then you may file suit in a state or federal court. To do so, you must file the suit no later than 180 days after the date of the final determination denying your claim. FAILURE TO FOLLOW THE CLAIM REVIEW PROCEDURES OF THIS SECTION WITHIN THE REQUIRED TIME PERIODS MAY RESULT IN THE LOSS OF YOUR RIGHT TO FILE SUIT.

12. Your Rights Under ERISA

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

Receive Information about Your Plan and Benefits

Examine without charge, at the plan administrator's office, all documents governing the Plan, including trust contracts, 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 covering the operation of the Plan, 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 financial report.

Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. 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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people responsible for operation of the employee benefit 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 pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may (after following the Plan's claim appeal process explained in Section 11.3) file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that the 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 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, for example, if it finds your claim is frivolous, 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.

13. Other Important Plan Information

Primary contact information:

You can make salary deferral elections or changes, check your account balance, designate your beneficiary, ask questions and request other information about the Plan by calling the Principal Contact Center at 1-800-547-7754 or by signing on to www.principal.com.

When you enroll in the Plan, a personal identification number ("PIN") will be assigned to you. This PIN and your social security number will allow you to access your account via the website or telephone. If you have difficulty accessing the website or the Contact Center, contact the plan administrator listed below.

The process to obtain distributions or loans from your account may be controlled by your investment provider.

Sponsoring Employer:

The employer who sponsors this Plan is:

Carilion Clinic
1212 Third Street S.W.
Roanoke VA 24016
800-599-2537

Sponsoring Employer's Federal Identification Number:

54-1190771
This is the number used to identify the sponsoring employer with certain government agencies.

Plan Number:

The sponsoring employer has assigned this Plan a plan number of 002. This is the number used to identify the Plan in reports to the government.

Plan Administrator:

The plan administrator is responsible for the day-to-day administration of the Plan. The plan administrator is the sponsoring employer identified above. (See Section 11 for more information on the Plan Administrator.) The Plan Administrator has retained Principal® as a third-party administrator to assist you with questions about the Plan and your benefits. See "Primary Contact Information" above for Principal's contact information.

Plan Year:

The plan year is January 1 through December 31.

Agent for Service of Legal Process:

Service of legal process may be made upon the plan administrator.

Effective Date:

The original effective date of the Plan is October 1, 1995. The sponsoring employer has amended the Plan from time to time. This SPD summarizes the Plan restated as of January 1, 2010, but executed December 12, 2017. It also reflects how the Plan is administered and operated as of June 2021.

Adopting Employers:

Along with the sponsoring employer listed above, the following related employers have employees participating in the Plan:

Carilion Clinic Foundation

Carilion Clinic Medical Resources, LLC

Carilion Clinic Patient Transportation, LLC

Carilion Clinic Properties, LLC

Carilion Franklin Memorial Hospital

Carilion Giles Memorial Hospital

Carilion Medical Center

Carilion New River Valley Medical Center

Carilion Professional Services, LLC

Carilion Services, Inc.

Carilion Rockbridge Community Hospital

Carilion Tazewell Community Hospital

Stonewall Jackson Ambulatory Heath, LLC

The related employers participating in the Plan may change from time to time. You may request a current list of participating employers from the plan administrator.