

SUMMARY PLAN DESCRIPTION

CAMPBELL CLINIC, P.C. EMPLOYEES' RETIREMENT PLAN AND TRUST

Updated November 2018

Important Note

This booklet is called a Summary Plan Description (“SPD”) and is intended to provide a brief description of the Plan’s features. Complete details of the Plan are contained in the Plan document. If there is a difference between this booklet and the Plan document, the Plan document (available in your Human Resources Department) will govern. The information provided on taxes is general in nature and may not apply to your personal circumstances. You should consult a tax advisor for more information.

Plan Highlights

The following information contains highlights of the Plan.
Please read the entire Summary Plan Description for more details.

Joining the Plan

If you are an eligible employee, you may begin participating in the Plan on the first day of the calendar quarter coincident with or next following your completion of 1 year of service with the Company.

Saving is easy

Your contributions to the Plan are made through the convenience of automatic payroll deductions. You may contribute from 0% to 100% of your pay as pre-tax and/or Roth contributions.

Contributing to the Plan on a pre-tax basis allows you to reduce the amount of current income taxes you pay each year.

In certain circumstances, you may elect to have benefits earned under another eligible retirement plan transferred or rolled over to your account under this Plan. You may also roll over funds held in an Individual Retirement Account ("IRA").

Company contributions

The Company intends to match a percentage of your pre-tax and Roth contributions each year. The Company also intends to make a nonelective safe harbor and discretionary profit-sharing contribution on your behalf at the end of each Plan Year.

Managing your investments

The Plan offers a range of investment options so you can put your money to work in a number of ways.

Flexibility

You may change the investment of your account balance at any time. You may also change the amount you are contributing to the Plan on a daily basis. Of course, you may also elect to stop contributing at any time.

Vesting

Your pre-tax 401(k), Roth 401(k), prior after-tax, rollover, and any nonelective safe harbor contributions are always 100% vested. This means you have full ownership of such contributions. However, the extent to which you are vested in any Company matching and/or discretionary profit sharing contributions made on your behalf will generally depend on your years of vesting service under the Plan.

Accessing your account

The Plan allows in-service withdrawals under certain limited circumstances. Loans and hardship withdrawals are not permitted under the Plan.

Leaving the Company

When you leave the Company, your vested account balance will be paid to you or you may elect to have your vested account transferred to an eligible IRA or to another eligible retirement plan. Under certain circumstances, you may also elect to defer distribution of your vested account.

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Introduction

Chances are, you're hoping for a long and fulfilling retirement. But a significant part of how rewarding your retirement experience will be depends on how well you have planned for it.

It's not easy to save for the future. Planning to save and actually doing it are two different things. Often the "doing" is the most difficult. Through the Campbell Clinic, P.C. Employees' Retirement Plan and Trust (the "Plan"), you are offered an easy way to work with Campbell Clinic, P.C. (the "Company") to add to your long-term retirement savings.

You may make pre-tax and Roth contributions to the Plan. The Company intends to match a percentage of your contributions, and also make a nonelective safe harbor and profit-sharing contribution at the end of each year. Your Plan account has the potential to grow faster than saving outside the Plan because your pre-tax contributions, any Company contributions made on your behalf and any earnings in your account are not subject to current income taxes until they are paid to you from the Plan. The Roth feature allows you to contribute to the Plan on an after-tax basis. Qualified distributions of Roth contributions and related earnings are generally not subject to applicable federal and state income taxes, provided certain guidelines (described in the "Distributions and Taxation" section) are met. A "qualified distribution" is one that occurs after a five-year period of Roth participation and that either (1) is made on or after the date you attain age 59½, (2) is made after your death, or (3) is attributable to your disability. Please note that any Company match you receive based on your Roth contributions, including any earnings thereon, will be subject to applicable federal and state taxes when you receive a qualified distribution from the Plan.

Your personal financial security is one of life's most important objectives. The Company shares your concern and offers the Plan as one way to help you build a strong financial future.

Contacting John Hancock (Website and Phone Service)

To help with your retirement planning, many features of the Plan are available to you by contacting John Hancock Retirement Plan Services, LLC ("John Hancock") via the Internet (mylife.jhrps.com) or over an automated telephone system (800.294.3575). If you wish to contact John Hancock, you may do so:

- 24 hours a day, seven days a week, via the Internet at mylife.jhrps.com or an automated telephone system at 800.294.3575.
- 8 AM to 10 PM Eastern Time ("ET") on any business day the New York Stock Exchange ("NYSE") is open ("NYSE business day") by calling 800.294.3575 to speak with a Participant Service Representative.

You may enroll in the Plan, obtain information about your Plan account, select/change a beneficiary(ies) for your account, make changes to your contribution percentage and investment elections, initiate and/or process a withdrawal or distribution from the Plan, or request an account statement by contacting John Hancock. Your Human Resources Department can also assist you if you have any questions about joining the Plan or contacting John Hancock.

Joining the Plan

Eligibility

Employees of the Company (and any participating affiliate) are eligible to participate in the Plan, other than leased employees, other individuals who for any period are classified by the Company as independent contractors (regardless of any subsequent reclassification by the Company, a government agency or a court), and physicians who are eligible for coverage under a retirement plan sponsored by an employer other than Campbell Clinic, P.C. and whose annual compensation for the year from such other employer is expected to exceed the dollar limit under Internal Revenue Code Section 401(a)(17) as in effect for such year.

If you are an eligible employee, you may begin participating in the Plan on the first day of the calendar quarter coinciding with or next following your completion of a year of service.

For this purpose, you will be credited with a year of service if you complete a 12-month period of employment with the Company (or a participating affiliate) during which you are credited with at least 1,000 "hours of service." The first 12-month period will begin on your date of hire. If you complete less than 1,000 hours in that 12-month period, you will be credited with a year of service as of the last day of any Plan Year (the 12-consecutive month period beginning January 1 and ending December 31) following your date of hire during which you complete at least 1,000 "hours of service." Part-time, temporary, and seasonal employees are eligible for the Plan, if the above year of service requirement is met.

An "hour of service" includes all hours actually worked, plus most paid non-working hours such as paid time off. However, no more than 501 hours of service will be credited to you for any single continuous period during which you are not actually working.

You should contact your Human Resources Department if you have any questions concerning your eligibility to participate in the Plan or the calculation of your hours of service.

Enrollment

When you become eligible to participate in the Plan, enrollment materials will be provided to you. You may enroll in the Plan and begin making contributions by contacting John Hancock.

Please contact John Hancock to select your beneficiary under the Plan. Beneficiary designations can be made online at mylife.jhrps.com or by contacting a John Hancock Service Representative at 800-294-3575. If you do not contact John Hancock to select a beneficiary, your beneficiary will be your surviving spouse, or, if none, your surviving children or descendants of deceased children (per stirpes), or, if none, your estate.

Military Service

If you leave employment for certain periods of military service and are reemployed, you will be eligible to receive service credit, make contributions and receive Company contributions for those periods of qualified military service in accordance with the rules under the Uniformed Services Employment and Reemployment Rights Act of 1994. In addition, any amounts paid to you by the Company as "differential wage payments" may be treated as "pay" under the Plan. You should contact your Human Resources Department if you have any questions

regarding this provision.

Savings Highlights

Your Pre-Tax and Roth Contributions

You may contribute to the Plan from 0% to 100% of your “pay” as pre-tax and/or Roth contributions. For Plan purposes, “pay” includes your W-2 compensation, excluding differential wage payments (for contribution and benefits purposes), reimbursements or other expense allowances, cash and noncash fringe benefits, moving expenses, any contributions to or distributions from a non-qualified deferred compensation program, and welfare benefits, even if some or all of such amounts are includible in your gross income for a Plan Year. Pay also excludes any compensation you receive while an ineligible Employee, or prior to the date you become a Participant in the Plan. In addition, under the federal tax laws, for 2018, pay in excess of \$275,000 may not be taken into account for Plan purposes. This limit will be periodically adjusted by the Internal Revenue Service (“IRS”), and any revised IRS compensation or contribution limits can be obtained by contacting John Hancock or accessing the Plan’s website at mylife.jhrps.com.

NOTE: *Certain pay received following your termination of employment, if any, may be taken into account for purposes of making contributions to the Plan. You should contact your Human Resources Department with any questions regarding the treatment of pay following your termination of employment.*

NOTE ALSO: *As part of your deferral election you may elect to participate in the “Managed Savings” feature of the Plan. If you elect to participate in this feature, your 401(k) contribution rate must be below 15% and will then increase each year, in 1% increments, until you reach a maximum contribution percentage of 15%. The automatic escalation of your 401(k) contributions will take effect on the anniversary of the date you originally enrolled in the feature. You should contact John Hancock if you are interested in participating in the Plan’s “Managed Savings” feature.*

The federal tax laws also limit the amount you can contribute to the Plan as pre-tax and Roth contributions each year. The combined pre-tax and Roth contribution limit is \$18,500 for 2018. You should also be aware that the annual dollar limit is an aggregate limit that applies to all such contributions you may make under this Plan or other cash or deferred arrangements (including other 401(k) plans and 403(b) plans). Generally, if your total pre-tax and Roth contributions under all cash or deferred arrangements for a calendar year exceed the annual dollar limit, the excess must be included in your income in the year contributed, and, if the excess is not returned to you by the following April 15th, again when it is later distributed to you. For this reason, it is desirable to request the return of any contributions over the federal limits.

If you have contributed over the federal limit in any year, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to your Human Resources Department no later than the March 1st following the close of the calendar year in which such excess contributions were made. However, if the entire dollar limit is exceeded in this Plan or any other plan maintained by the Company, every effort will be made to return the excess contribution and any earnings to you by April 15th.

NOTE: Other requirements under the federal tax laws may limit the total amount that may be allocated to your account in any year, or the total pre-tax and Roth contributions which may be made by certain higher-paid employees. These limits could require you to reduce your contribution percentage or the total you have contributed for the year. You will be advised if you are subject to such limitations.

Your Catch-Up Contributions

If you are at least age 50, or will be age 50 by the end of the calendar year, you may be eligible to make a pre-tax and/or Roth “catch-up” contribution for the year. The combined maximum catch-up contribution is \$6,000 for 2018. You may elect to make a catch-up contribution by contacting John Hancock. However, you should be aware that any intended catch-up contribution will be treated as a regular pre-tax and/or Roth contribution until your total pre-tax and/or Roth contributions for the year reach the maximum limit permitted under the Plan.

Rollover Contributions

In certain circumstances, you may elect to have benefits earned under a qualified plan, a 403(b) plan or a governmental 457 plan transferred or rolled over to your account under this Plan. In general, you may also roll over funds held in an IRA, as well as after-tax and qualified Roth amounts.

If you are not a member of an excluded class of employees, you may elect to make a rollover even prior to satisfying the eligibility requirements for participating in the Plan. Any rollover contributions made to the Plan will also be available for withdrawals prior to the date you become eligible to participate in the Plan. You should contact John Hancock if you are interested in making a rollover contribution.

Retirement Savings Potential

Traditionally, many people save on an after-tax basis. This means that any money they are saving has already been taxed. Under the Plan, however, you may save on a pre-tax basis, which reduces your current income taxes. Social Security (FICA and Medicare) taxes continue to apply to your contributions to the Plan. The following example illustrates the difference in spendable income that may be obtained by making pre-tax contributions. Roth contributions may also be made to the Plan. As Roth contributions are made on an after-tax basis, the difference in spendable income will be the same as though you saved on a traditional, after-tax basis.

Example *	TRADITIONAL SAVINGS METHOD	CAMPBELL CLINIC, P.C. EMPLOYEES' RETIREMENT PLAN AND TRUST
	After-Tax/Roth	Pre-Tax
Annual pay	\$25,000	\$25,000
Pre-tax savings	-0	-1,500
Adjusted gross pay	=25,000	=23,500
Federal & State taxes	-5,000	-4,700
Social Security taxes	-1,912	-1,912
Net pay	=18,088	=16,888
After-tax savings	-1,500	-0
Spendable income	=16,588	=16,888
Difference in spendable income		\$300

* This example assumes that you earn \$25,000 a year, save 6% of your pay on a pre-tax basis, are in a 20% tax bracket, and have Social Security taxes withheld using an estimated rate of .0765. Taxes will be assessed when you receive a distribution from the Plan.

Company Matching Contributions

Remember, when you make pre-tax and/or Roth contributions to the Plan, the Company contributes as well. The Company believes this Plan is important for your future retirement security. Therefore, the Company intends to match one hundred percent (100%) of the first six percent (6%) of your pay you contribute to the Plan each year. While it is the Company's intention to make matching contributions each year, the Company reserves the right to increase, reduce, or eliminate matching contributions for any Plan Year.

What does this Company match mean to you? Go back to the \$25,000 a year example. Your pre-tax contribution of \$1,500 equals 6% of your annual pay. With the Company matching contribution feature, an additional \$1,500 (100% of \$1,500) will be allocated to your account for the year.

You should be aware, however, that matching contributions on behalf of certain higher-paid employees are subject to limitations under the federal tax laws. These limitations could reduce the matching contribution you receive under the Plan. You will be informed if you are affected

by these limits.

Matching contributions are excluded from your income for Social Security (FICA and Medicare) and income tax purposes. Matching contributions (adjusted for investment gains and losses) will be subject to income tax when distributed.

Company Safe Harbor Nonelective Contributions

The Company intends to allocate a 3% annual contribution to your account. This 3% contribution is also known as a “safe-harbor” contribution and will allow the Plan to satisfy the nondiscrimination test under Section 401(k) and (m) of the Internal Revenue Code. Prior to each Plan Year, the Company will announce whether it intends to make a safe-harbor contribution on your behalf for the year. The Company is making such a contribution for 2018.

Under the federal tax laws, for 2018, pay in excess of \$275,000 (as periodically adjusted by the IRS) may not be taken into account when allocating such contributions. In addition, if you became a participant in the Plan in the middle of a Plan Year, your share of any Company safe-harbor contributions for that year will be based only on the pay you receive after you become a Plan participant or while you are an eligible participant.

Company Profit-Sharing Contributions

At the end of each Plan Year, the Company may also make discretionary profit-sharing contributions to the Plan separately for each contribution group under the Plan. The contribution for each person in your group will be equal to a specified percentage of eligible compensation for profit sharing purposes. An additional contribution for each person in your group may also be made and will be equal to a specified percentage of eligible compensation for profit sharing purposes in excess of the social security taxable wage base for the Plan Year.

Once again, under the federal tax laws, for 2018, pay in excess of \$275,000 (as periodically adjusted by the IRS) may not be taken into account when allocating such contributions. In addition, if you became a participant in the Plan in the middle of a Plan Year, your share of any Company profit-sharing contributions for that year will be based only on the pay you receive after you become a Plan participant or while you are an eligible participant.

With respect to any profit-sharing contributions, you will normally be eligible to share in any such profit-sharing contributions made for a Plan Year only if you complete at least 1,000 hours of service during the Plan Year. The requirement that you complete at least 1,000 hours of service during the Plan Year will be waived if you terminate employment during the Plan Year because of your “permanent and total disability” (as defined later), death, or retirement on or after your early (age 60 and 6 years of service) or normal retirement date (age 65).

You do not have to make contributions to share in any Company profit-sharing contributions made for any Plan Year.

While it is the Company’s intention to make a profit-sharing contribution each Plan Year, the Company reserves the right to increase, reduce, or eliminate profit-sharing contributions for any Plan Year. Additionally, your allocation may be limited or increased to meet certain nondiscrimination testing requirements.

Profit-sharing contributions are excluded from your income for Social Security (FICA and

Medicare) and income tax purposes. Profit-sharing contributions (adjusted for investment gains and losses) will be subject to income tax when distributed.

Managing Your Investments

You work hard for your money. One of the advantages of the Plan is that it lets your money work hard for you. The Plan provides you with a range of investment options. Your initial investment election(s) must be made among the available individual investment options in 1% increments. Any subsequent changes may be made in 1% increments by contacting John Hancock. Different investment options may be offered from time to time and you will be informed in advance of any changes. If you do not specify how contributions to your account are to be invested, they will automatically be invested in the Plan's default fund, which is currently the Moderate Portfolio.

Depending upon when you were initially defaulted, your default fund may vary. Please contact John Hancock to determine how your contributions and existing account balance are invested.

Additional information concerning the available standard investment options is available by contacting John Hancock or from your Human Resources Department. You should be aware that the terms of any investment option's prospectus may limit your investment election(s) with respect to the underlying mutual fund option.

In addition to the standard investment options offered under the Plan, you may also invest in a brokerage account through TD Ameritrade Retirement Services™ ("TD Ameritrade"), subject to rules and procedures established by the Plan Administrator. For additional information regarding the brokerage account feature, please see the Brokerage Account Fact Sheet at the end of this booklet. You may obtain a brokerage account application, and related materials, by contacting John Hancock.

NOTE: *The Plan is intended to constitute a Plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). Section 404(c) is a provision providing special rules for participant-directed plans, like ours, that permit participants to exercise control over the assets in their accounts. If a Plan complies with Section 404(c), the Plan's fiduciaries will not be liable for poor investment performance or losses resulting directly from participant-directed investment decisions. This means you are responsible for your investment decisions under the Plan.*

You have the right to receive the following information upon request:

- 1 A description of the annual operating expenses of each standard investment option and the aggregate amount of such expenses expressed as a percentage of average net assets.
- 2 Copies of any updated prospectuses, financial statements and reports and other information furnished to the Plan relating to each such investment option.
- 3 A semi-annual listing of assets comprising the portfolio of each standard investment option, the value of such assets (or the proportion of the investment option which it comprises) and, with respect to each asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return of the contract.
- 4 Information concerning the value of shares or units in each investment option, as well as

the past and current investment performance of each investment option.

- 5 Information concerning the value of shares or units in each investment option held in your account.

The Plan Administrator is responsible for providing the above information. The contact information for the Plan Administrator is set forth in the “Other Important Facts” section of the booklet. However, the above information can also be obtained by contacting John Hancock.

For more information about your investment options, including fees and expenses, please consult the prospectuses.

Flexibility

Changing Contributions and Investments

Nearly everyone’s personal financial situation is likely to change over the years. Because of this, the Plan offers you the flexibility to change the amount of your contributions or to stop your contributions entirely. In addition, the Plan permits you to change your investment elections.

Contributions

You may elect to change how much of your pay you contribute as pre-tax and/or Roth contributions, from 0% to 100% by contacting John Hancock. Your contribution change will be effective as soon as administratively possible following your election. Of course, you may also elect to stop contributing at any time. If you elect to stop contributing, your contributions will cease as soon as administratively possible following your election. If you do choose to stop contributing, you may begin making contributions again, effective as soon as administratively possible thereafter by contacting John Hancock.

Investments

You may change your investment election for future contributions allocated to your account, and/or your investment election for your existing account balance, by contacting John Hancock. Investment election changes made and confirmed before 4:00 PM ET on any NYSE business day will generally be effective as of the close of that day. A change confirmed on or after 4:00 PM ET, or on weekends or holidays, will generally be effective as of the close of the next NYSE business day. In the event the NYSE closes prior to 4:00 PM ET on any business day, a change made and confirmed before the time the NYSE closes will generally be effective as of the close of that day. A change made or confirmed on or after such closing time will generally be effective as of the close of the next NYSE business day. In the event an investment option does not have sufficient liquidity to meet same day redemption requests, your change will be effective as soon as administratively possible thereafter.

NOTE: There may be limitations on your ability to direct the investment of your account under the Plan. Policies established by mutual funds may impose redemption fees on certain transactions and also may impose restrictions or limitations on frequent or excessive trading. The funds’ policies on redemption fees and trading restrictions or limitations based upon Plan rules will be enforced. As a result, if your investment

direction violates a fund's trading restriction or limitation, your action may result in redemption fees being assessed to your account or your investment directions may be declined. In some circumstances, your ability to make additional investments in a fund may be suspended or terminated. Please refer to the underlying prospectus(es) and other fund information for further details on the funds' policies on redemption fees and trading restrictions or limitations. You may also obtain related information by contacting John Hancock.

NOTE ALSO: Any transaction confirmed before the NYSE closes on any business day cannot be changed or canceled after the NYSE closes on that day. Any transaction confirmed after the NYSE closes, or on weekends or holidays, cannot be changed or canceled after the NYSE closes on the next business day.

Confirmation will be provided to you for each change of your contribution percentage and/or your investment election.

If you establish a brokerage account, you may change your investment election with respect to the brokerage account by (1) calling the TD Ameritrade automated Interactive Voice Response phone system, (2) calling a TD Ameritrade licensed broker, or (3) accessing the TD Ameritrade Web site. Please see the Brokerage Account Fact Sheet at the end of this booklet for further details.

Accessing Your Account

One of the most commonly asked questions about the Plan is, "Can I get my money out of the Plan?" Since the primary purpose of the Plan is to encourage long-term retirement savings, distribution of your vested account normally cannot be made before your retirement or other termination of employment. However, while you remain employed by the Company, you may withdraw money, if necessary, under certain circumstances. Please note that in-service withdrawals under the Plan may be subject to limitations, in addition to those described below, established by the Plan Administrator in order to anticipate changes in the value of your account due to market fluctuations.

Age 59½ Withdrawals

If you continue in employment with the Company after you have attained age 59½, you may elect to withdraw all or any portion of your vested account balance (excluding amounts transferred to this Plan from a money purchase pension plan, and excluding amounts invested in a brokerage account), subject to rules and procedures as may be established by the Plan Administrator. A \$50 fee will be assessed to your account for any withdrawal processed.

The money you withdraw may be subject to mandatory 20% federal income tax withholding and state tax withholding, if applicable. It will not, however, be subject to the 10% penalty tax. Qualified distributions of Roth contributions and related earnings are not subject to applicable federal and state income tax withholding. You may request an age 59½ withdrawal by contacting John Hancock. You should, however, consult with your tax advisor for more information.

Age 65 Withdrawals

If you continue in employment with the Company after your normal retirement date (age 65), although you will continue to be eligible to participate in the Plan, you may elect to withdraw all or any portion of your vested account balance (excluding amounts invested in a brokerage account), subject to rules and procedures as may be established by the Plan Administrator. If you are married, and are withdrawing amounts transferred to this Plan from a money purchase pension plan, you must obtain your spouse's written and notarized consent to make such a withdrawal. A \$50 fee will be assessed to your account for any withdrawal processed.

The money you withdraw may be subject to mandatory 20% federal income tax withholding and state tax withholding, if applicable. It will not, however, be subject to the 10% penalty tax. Qualified distributions of Roth contributions and related earnings are not subject to applicable federal and state income tax withholding. You may request an age 65 withdrawal by contacting John Hancock. You should, however, consult with your tax advisor for more information.

After-Tax Withdrawals

You may withdraw all or any portion of your account attributable to any after-tax contributions you may have previously made to the Plan, subject to rules and procedures as may be established by the Plan Administrator. A \$50 fee will be assessed to your account for any withdrawal processed.

If you withdraw any voluntary after-tax contributions that were made after December 31, 1986, a portion of the amount withdrawn must include earnings, which will be subject to income tax. The taxable portion will be determined on a pro rata basis based upon the value of your after-tax contributions made after December 31, 1986.

The money you withdraw may also be subject to mandatory 20% federal tax withholding and state tax withholding, if applicable. If you are under age 59½, an additional 10% penalty tax on the earnings may also apply. You may request an after-tax contribution withdrawal by contacting John Hancock. You should, however, consult with your tax advisor for more information.

Withdrawals of Rollover Contributions

You may withdraw all or any portion of your account attributable to any rollover contributions you may have made to the Plan, subject to rules and procedures established by the Plan Administrator. A \$50 fee will be assessed to your account for any withdrawal processed.

The money you withdraw may be subject to mandatory 20% federal income tax withholding and state tax withholding, if applicable. If you are under age 59½, an additional 10% penalty tax may also apply. Qualified distributions of Roth rollover contributions and related earnings are not subject to applicable federal and state income tax withholding. You may request a rollover contribution withdrawal by contacting John Hancock. You should, however, consult with your tax advisor for more information.

Qualified Reservist Distribution

If you are a member of a reserve component, as defined under federal law, and are ordered or called to active duty for a period of more than 179 days (or for an indefinite period), you may elect to receive distribution of your pre-tax contributions. You should contact the Plan Administrator for more information concerning this provision. A \$50 fee will be assessed to your account for any withdrawal processed.

Vesting

Vesting means ownership. You are always 100% vested (in other words, you have complete ownership) in your pre-tax, Roth, rollover, after-tax, and any Company safe harbor nonelective contributions, as well as any amounts transferred to the Plan from a money purchase pension plan (adjusted for investment gains and losses). However, the extent to which you are vested in any Company matching and/or discretionary profit-sharing contributions allocated to your account (adjusted for investment gains and losses) will generally depend on your years of vesting service based on the following schedule:

YEARS OF VESTING SERVICE	PERCENT VESTED
Less than 2 years	0%
2 years but less than 3	20%
3 years but less than 4	40%
4 years but less than 5	60%
5 years but less than 6	80%
6 years or more	100%

You will be credited with a year of vesting service for each Plan Year during which you complete at least 1,000 hours of service. You should contact your Human Resources Department if you have any questions concerning the calculation of your years of vesting service.

You should be aware that if you terminate employment before becoming vested in any portion of your account (excluding any contributions you may have rolled into the Plan), and you incur five consecutive "breaks in service" before returning to employment with the Company, your prior years of vesting service may be disregarded. As a result, you will be considered a new employee for purposes of determining your vested status under the Plan and thus you will have to start all over again as if you had never previously been employed by the Company.

For this purpose, you will be considered to have incurred a break in service for each Plan Year during which you fail to complete at least 501 hours of service. However, if you are on a non-paid leave of absence approved by the Company, or if you are absent from work for maternity or paternity reasons, your period of absence may not constitute a break in service. You should contact your Human Resources Department for more details.

Finally, you should be aware that if you terminate employment with the Company on or after

your normal retirement date (age 65), your early retirement (age 60 and 6 years of service), as a result of your “permanent and total disability” (as defined later), or your death, you will be 100% vested in the value of any Company matching and/or profit-sharing contributions allocated to your account regardless of your years of vesting service under the Plan.

Leaving the Company

Forfeiture of Nonvested Amounts

If you leave the Company before you are 100% vested in your Plan account, the nonvested portion of your account will be forfeited and used to pay Plan administrative expenses, reduce future Company contributions to the Plan for the remaining eligible participants, and/or reallocated to the remaining eligible participants. However, if you return to work for the Company before incurring five consecutive breaks in service, the nonvested balance of your account may be restored in certain circumstances.

Distributions and Taxation

Following your retirement or other termination of employment, distribution of your vested account balance will be made as soon as administratively possible following your request for a distribution. However, if your vested account balance is \$5,000 or less, unless you make a timely election to rollover your vested account to an IRA or another eligible retirement plan, or elect to have your vested account distributed to you, your vested account will be rolled over to an IRA selected by the Plan Administrator (“John Hancock Transitions IRA”). Prior to January 1, 2019, the automatic distribution threshold is \$1,000 or less, and such amount will be paid directly to you and will be subject to taxes and tax withholdings.

If your vested account is automatically rolled over to the John Hancock Transitions IRA, your account will be invested under this IRA in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Any fees and expenses under the John Hancock Transitions IRA will be charged to your account. Please note that if your distribution is automatically rolled over to the John Hancock Transitions IRA, you will continue to have the same access to your account information by contacting John Hancock.

For further information concerning the Plan’s automatic rollover provision, the John Hancock Transitions IRA and/or the fees and expenses associated with the John Hancock Transitions IRA, contact the Plan Administrator. The contact information for the Plan Administrator is set forth in the “Other Important Facts” Section of this booklet. However, the above information can also be obtained by contacting John Hancock.

NOTE: Under federal law, distribution of your vested account must normally be made or commence no later than the April 1 following the year you attain age 70½ or, if later, following the year you terminate employment. However, if you are a 5% owner of the Company, you will be required to begin receiving minimum distributions from your account by the April 1 following the year you attain age 70½, regardless of whether you have terminated employment at that time.

Distribution will normally be made in a single-sum cash payment. However, you may elect to receive your distribution in partial payments and/or monthly, quarterly, or annual installments over a specified period of up to 20 years, or over your life expectancy, or the joint life expectancy of you and your beneficiary. A \$50 fee will be assessed to your account for any partial, lump sum, or annuity distribution processed, and a \$2 fee will be assessed for each installment payment.

Additionally, if any portion of your vested account balance is attributable to amounts transferred to this Plan from a money purchase pension plan, that portion of your vested account will normally be distributed in the form of an annuity. If you are not married, that portion of your vested account will be paid in the form of a life annuity, which will provide equal monthly payments for your life. If you are married, you will receive a 50% joint and survivor annuity. Under this form of annuity, you will receive monthly payments for your life, and upon your death, your spouse, if he or she survives you, will receive monthly payments for his or her life equal to 50% of the monthly payments you were receiving at your death. Other forms of annuity are also available. You may also elect to waive the annuity and receive that portion of your vested account in a single-sum payment, partial payments and/or installment payments over a period as limited under the Plan.

If you wish to waive the annuity, you may do so not more than 180 days, nor less than 7 days, before the annuity is to begin. However, if you are married, you must obtain your spouse's notarized consent to receive a benefit other than a joint and survivor annuity for you and your spouse. The Plan Administrator will provide you with the necessary forms to make this election. Because your spouse participates in this election, you must immediately inform the Plan Administrator of any change in your marital status.

If you do not waive the annuity, the amount of your annuity will depend upon the value of your vested account attributable to amounts transferred to this Plan from a money purchase pension plan, and your marital status on the date distribution begins. The Plan will purchase an annuity contract from an insurance company with that portion of your vested account balance to provide this annuity.

Whenever you receive a distribution from the Plan, it will normally be subject to income taxes. To provide for the resulting taxes, unless you receive your distribution in the form of an annuity or installments over a period of at least 10 years, your distribution may be subject to mandatory 20% federal income tax withholding and may also be subject to any applicable state income tax withholding. However, you may be able to defer income taxes on your distribution by electing to have your distribution paid directly to an eligible IRA or to another eligible retirement plan.

If you are younger than age 59½ when you receive your distribution, any amount you receive may be subject to a 10% federal excise tax (penalty tax) in addition to any applicable federal and state income taxes. However, the 10% penalty tax will not apply (i) if you separate from service on or after age 55, (ii) on account of a "permanent and total disability," (iii) to distributions made to your beneficiary in the event of your death or (iv) if you transfer your distribution directly to an eligible IRA or to an eligible retirement plan.

You will be provided with more information concerning your distribution options when you apply for benefits under the Plan. You should contact a tax advisor to determine which option is best for you. You may request a distribution following termination of employment by contacting John Hancock.

NOTE: Qualified distributions of Roth contributions and related earnings are not subject to federal or state taxes. A “qualified distribution” is one that occurs after a five-year period of Roth participation and that either (1) is made on or after the date you attain age 59½, (2) is made after your death, or (3) is attributable to your disability.

NOTE ALSO: If you are performing service in the uniformed services described in Section 3401(h)(2)(A) of the Internal Revenue Code, you may be treated as having terminated from employment and thus will be eligible to receive distribution of the portion of your account under the Plan attributable to pre-tax and/or Roth contributions. However, you should be aware of the fact that if you elect to receive such distribution, you may be suspended from making any contributions to the Plan for a period of 6 months. You should contact the Plan Administrator for more information concerning this provision.

Death Benefit

If you die while employed by the Company, your beneficiary will be entitled to receive the full value of your account. If you die after terminating employment, but before distribution of your vested account has been made or commenced, the vested balance of your account will be paid to your beneficiary.

You may choose anyone to be your beneficiary under the Plan. You make your designation by contacting John Hancock. However, under federal law, if you are married and wish to name someone other than your spouse as your beneficiary, you may do so only with your spouse’s written consent witnessed by a notary. If you fail to designate a beneficiary, or if your designated beneficiary dies before you do, the Plan provides that your beneficiary will automatically be your surviving spouse, or, if none, your surviving children and any descendants of deceased children (per stirpes), or, if none, your estate.

Distribution of any death benefit under the Plan will normally be made, in the form of a single-sum payment, as soon as administratively possible following your death. However, your beneficiary may elect to receive your vested account in partial payments or in monthly, quarterly, or annual installments over a period as limited under the Plan. A \$50 fee will be assessed to your account for any partial, lump sum, or annuity distribution processed, and a \$2 fee will be assessed for each installment payment.

If a portion of your vested account includes amounts transferred from a money purchase pension plan, you are married, and if your spouse is your beneficiary, in the event of your death, that portion of your vested account balance will be used to purchase an annuity for your surviving spouse. Thus, your surviving spouse will receive monthly payments for his or her lifetime. The amount of the monthly payments will depend upon the value of that portion of your vested account at the time of your death. Your surviving spouse may, however, elect to waive the annuity and receive your vested account in a single-sum payment, or in partial payments or installments as described above.

NOTE: If you die while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), you may be credited with additional vesting service and your spouse or other beneficiary may be entitled to any additional benefits (other than additional allocations) provided under the Plan, as if you resumed employment and then terminated employment as a result of your death. You should contact John Hancock or your Human Resources Department for further information concerning this provision.

Disability

As mentioned, if you terminate employment with the Company as a result of your “permanent and total disability,” you will also be entitled to receive the full value of your Plan account, regardless of your years of vesting service under the Plan. For this purpose, effective January 1 2019, you will be considered “permanently and totally disabled” if, you are entitled to receive benefits under the Company’s long-term disability plan, as determined by the disability insurance carrier, or entitled to receive disability benefits under Social Security, as determined by the Social Security Administration. Prior to such date, you will be considered disabled under the Plan, if in the opinion of the Plan Administrator and based upon appropriate medical advice and examination, you are totally and permanently prevented from engaging in any occupation for pay or profit. A \$50 fee will be assessed to your account for any partial, lump sum, or annuity distribution processed, and a \$2 fee will be assessed for each installment payment.

Distributions to persons under the age of 59½ because of disability may qualify for exclusion from the 10% penalty tax previously described.

Effect on Other Benefits

Your contributions to the Plan will not affect other salary-related benefits, such as life insurance and disability benefits. Also, making contributions will not change the amount of your Social Security benefits or the Social Security taxes that are withheld from your pay.

Other Important Facts

Campbell Clinic, P.C. is the Plan Sponsor (“Plan Sponsor”).

The Plan Sponsor’s address, telephone number and federal employer identification number (EIN) are:

Campbell Clinic, P.C.
1400 South Germantown Road
Germantown, TN 38138
Phone: 901-759-3105
EIN: 62-0811256

- The Plan Sponsor also serves as the Plan Administrator.
- The Plan Year is the 12-month period beginning January 1 and ending December 31.
- The Plan Sponsor has been designated as agent for service of legal process. Legal process may also be served on the Trustee.
- The Plan is a 401(k) profit sharing plan and the number assigned to the Plan by the Plan Sponsor is 001.

- The current Trustee of the Plan is:
John Hancock Trust Company LLC
690 Canton Street
Westwood, MA 02090
- The following information is required to be communicated to you under the Pension Protection Act of 2006. Please read this information carefully.

Importance of Diversification

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

You may access the Department of Labor's website at www.dol.gov/ebsa/investing.html to obtain other sources of information on individual investing and diversification.

Statements of Your Account

Reports on Your Plan Account

At the end of each calendar quarter, a statement will be provided to you in accordance with the requirements of applicable law. To help you keep up-to-date on the status of your account, the statement will include the following:

- the amount you contributed to the Plan;
- the amount the Company contributed to the Plan on your behalf;
- the investment options you have selected;
- the earnings and/or losses on your investments;
- your vested percentage;
- the current value of your account (including any transfers or rollover contributions);

- withdrawals, if any, and
- administrative fees deducted from your account during the calendar quarter.

You may also request a statement at any time by contacting John Hancock.

NOTE: *It is very important to keep the Company advised of any changes to your contact information, for example, change of address. This is particularly important following your termination of employment. Your failure to do so may result in the Plan's inability to pay any benefits to which you are entitled and, under certain circumstances, may subsequently subject you to tax penalties.*

Your ERISA Rights and Information

What are my rights under the Employee Retirement Income Security Act of 1974?

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

Receive Information About Your Plan and Benefits

- examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- obtain a statement telling you (a) the amounts credited to your account under the Plan and (b) what your benefits would be under the Plan if you stop working as of that statement date. This statement is not required to be given more than once a year. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, 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.

Claims Procedures

We hope there will never be a disagreement as to the amount owed to you under the Plan. However, if there is a disagreement, you (and your authorized representative, if any) must follow the Plan's claims procedure or you may forfeit certain legal rights to contest the decision.

The claims procedures described below apply to you and your authorized representative, if any (hereinafter collectively referred to as "you").

There are two separate claims procedures. One set of claims procedures applies to claims not involving the Plan Administrator's determination of your Disability (for example, a claim for benefits not described in the Disability section of this SPD, or a claim for Disability benefits filed on or after January 1, 2019, where the determination of whether you are disabled is determined by the Social Security Administration or the Company's long term disability provider. The other set of claims procedures applies to claims for Disability benefits filed on or after April 2, 2018, and before January 1, 2019, where the

determination of whether you are Disabled is initially made by the Company's Director of Human Resources.

You must file any request for benefits in writing. Before filing your request, you may wish to examine any Plan records regarding your claim. This examination may occur only during the Company's regular working hours.

PROCEDURES FOR CLAIMS NOT INVOLVING DISABILITY, OR INVOLVING DISABILITY AND FILED ON OR AFTER January 1, 2019

Initial claims should be addressed to the Plan Administrator. Decisions on initial claims will be made within 90 days after receipt by the Plan Administrator. The Plan Administrator may extend the 90-day period up to an additional 90 days where the nature of the benefit involved or other circumstances make such extension appropriate. You will be notified in advance of any extension, the reason the extension is needed, and the date a decision on your claim is expected to be made.

If your claim is denied in whole or in part, you will receive an explanation (written or electronic) setting forth (i) the reason for the denial, (ii) references to the Plan provision(s) on which the denial is based, (iii) if applicable, a description of any additional material or information you need to provide in order to obtain benefits, with an explanation of why it is needed, (iv) a description of the Plan's claim review procedures, and (v) a statement of your right to bring a civil action under Section 502(a) of ERISA if you file a written request for a reconsideration of the claim under such review procedures and the claim is denied on review.

You may request that the denied claim be reconsidered. All requests for reconsideration of denied claims are reviewed by the Plan Administrator. You may appeal a denied claim by filing a written notice of appeal with the Plan Administrator within 60 days after the claim is denied. You may submit written comments, documents, records, and other information relating to your claim. In connection with such review, you may review or receive copies of, upon request and free of charge, relevant documents and other information, and may submit issues and comments in writing. The Plan Administrator will take into account all comments, documents, records, and other information submitted without regard to whether such information was submitted or considered in the initial claim determination. The Plan Administrator may hold a hearing or otherwise ascertain such facts as it deems necessary and will render a decision which will be binding upon both parties. The Plan Administrator will advise the claimant of the results of the review within sixty (60) days after receipt of the written request for the review, unless special circumstances require an extension of time for processing, in which case a decision will be rendered as soon as possible but not later than one hundred twenty (120) days after receipt of the request for review. If such extension of time is required, written notice of the extension (including the reason for the extension and estimated decision date) will be furnished to you prior to the commencement of the extension.

You will be notified of the Plan Administrator's decision (in writing or electronically). If your claim upon appeal is denied, the decision will include: the specific reason for the denial, including reference to the Plan provision(s) on which the denial is based; a description of your right to receive, upon request and free of charge, reasonable access to and copies of all Plan documents, records and other information relevant to the claim; and a statement about your right to bring a civil action under Section 502(a) of ERISA.

The decision of the Plan Administrator, which has the authority to interpret the Plan and

make factual determinations in connection with matters arising under the Plan, is final and binding.

PROCEDURES FOR CLAIMS INVOLVING DISABILITY FILED ON OR AFTER APRIL 2, 2018 AND BEFORE January 1, 2019

If the claim relates to a determination as to whether you have sustained a disability, the initial claim should be addressed to the Company's Director of Human Resources. Decisions on initial claims will be made within 45 days of receipt by the Company's Director of Human Resources. The Company's Director of Human Resources may extend the 45-day period twice, with each extension not exceeding 30 days, where the nature of the benefit involved or other circumstances make such extension appropriate. You will be notified in advance of any extension. The notice of extension will include an explanation of: the reason the extension is needed; the date a decision on your claim is expected to be made; the standards on which entitlement to benefits is based; the unresolved issues preventing a decision on your claim; the additional information needed to resolve those issues and that you have up to 45 days to provide such additional information. Note that deadline for the decision by the Company's Director of Human Resources on your initial claim is extended by the time (up to 45 days) during which you are providing additional information.

If your claim is denied in whole or in part, you will receive an explanation (written or electronic) setting forth (i) the reason for the denial, (ii) references to the Plan provision(s) on which the denial is based, (iii) if applicable, a description of any additional material or information you need to provide in order to obtain benefits, with an explanation of why it is needed, (iv) a description of the Plan's claim review procedures, (v) a statement of your right to bring a civil action under Section 502(a) of ERISA if you file a written request for a reconsideration of the claim under such review procedures and the claim is denied on review, (vi) a copy of any internal rule, guideline, protocol, standard or other similar criterion that was relied upon in denying the claim (or a statement that such internal rule, guideline, protocol, standard or other similar criterion does not exist), (vii) an explanation of the basis for disagreeing with, or not following: (A) the views, presented by you as part of your claim, of health care professionals treating you and/or vocational professionals who evaluated you; (B) the views, obtained on behalf of the Plan in connection with the claim, of medical or vocational experts (whether or not their advice was relied upon in denying your claim); (C) a disability determination made by the Social Security Administration and presented by you as part of your claim, and (viii) a statement of your right to receive, upon request, and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.

You may request that the denied claim be reconsidered. All requests for reconsideration of denied claims are reviewed by the Plan Administrator. You may appeal a denied claim by filing a written notice of appeal with the Plan Administrator within 180 days after the claim is denied. You may submit written comments, documents, records, and other information relating to your claim. In connection with such review, you may review or receive copies of, upon request and free of charge, relevant documents and other information. The Plan Administrator will take into account all comments, documents, records, and other information submitted without regard to whether such information was submitted or considered in the initial claim determination. The Plan Administrator may hold a hearing or otherwise ascertain such facts as it deems necessary and will render a decision which will be binding upon both parties. The Plan Administrator will advise you of the results of the review within forty-five (45) days after receipt of the written request for

the review, unless special circumstances require an extension of time for processing, in which case a decision will be rendered as soon as possible but not later than ninety (90) days after receipt of the request for review. If such extension of time is required, written notice of the extension (including the reason for the extension and estimated decision date) will be furnished to you prior to the commencement of the extension. Note that if the extension of time was required because you have not provided requested information necessary to decide your appeal, the deadline for the decision by the Plan Administrator on your appeal may be extended by the time during which you are providing the additional information.

In deciding an appeal of any denied claim that is based in whole or in part on medical judgment, the Plan Administrator will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who is neither an individual who was consulted in connection with the initial claim nor a subordinate of any such individual. Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claim denial will be identified, without regard to whether the advice was relied upon in making the determination.

In addition, during the appeal and before a final decision is made by the Plan Administrator, (i) the Plan Administrator will provide you, free of charge, with any new or additional evidence considered, relied up, or generated by the Plan in connection with your claim. You will be given a reasonable opportunity to respond to such additional information, and (ii) if the Plan Administrator expects to issue a denial for reasons other than, or in addition to, the initial claim denial, you will be notified in advance (and free of charge) of the reasons for the expected denial, and you will be provide with a reasonable opportunity to respond.

You will be notified of the Plan Administrator's decision (in writing or electronically). If your claim upon appeal is denied, you will receive an explanation (written or electronic) setting forth: (i) the specific reason for the denial, including reference to the Plan provision(s) on which the denial is based; (ii) a description of your right to receive, upon request and free of charge, reasonable access to and copies of all Plan documents, records and other information relevant to the claim; (iii) a copy of any internal rule, guideline, protocol, standard or other similar criterion that was relied upon in denying the claim (or a statement that such internal rule, guideline, protocol, standard or other similar criterion does not exist); (iv) a statement about your right to bring a civil action under Section 502(a) of ERISA and, if applicable, the latest date you can bring such civil action; (v) an explanation of the basis for disagreeing with, or not following: (A) the views, presented by you as part of your claim, of health care professionals treating you and/or vocational professionals who evaluated you; (B) the views, obtained on behalf of the Plan in connection with the claim, of medical or vocational experts (whether or not their advice was relied upon in denying your claim); (C) a disability determination made by the Social Security Administration and presented by you as part of your claim; and (vi) if the Plan contains a contractual limitation period on bring civil action, a description of such limitation period and the latest date such civil action can be brought.

The decision of the Plan Administrator, which has the authority to interpret the Plan and make factual determinations in connection with matters arising under the Plan, is final and binding.

How will my participation in the Plan affect my IRA?

According to the current federal tax laws, you can continue to maintain IRAs while you are participating in the Plan, and you can make after-tax contributions to your IRA in amounts permitted by the federal tax laws. But your ability to make tax-deductible contributions to an IRA for any year in which you participate in the Plan is restricted according to your income level. See the instructions to Form 1040 or contact your tax advisor for more information.

What happens if the Plan is amended or terminated?

The Company reserves the right to amend the Plan or to terminate it. However, no amendment can reduce the amount in your account. If the Plan terminates, your account will become 100% vested, that is, nonforfeitable. The Plan is for the exclusive benefit of its participants and, therefore, money cannot go back to the Company because of the Plan's termination.

Upon termination of the Plan, the Company will generally liquidate assets and distribute the value of your account to you (subject to IRS requirements).

Is there any way I can lose Plan benefits?

Yes, there are a few ways in which you could lose expected benefits such as the following, among others:

If investments go down in value

The value of your account depends on the performance of your investments under the Plan. Your account balance is subject to both gain and loss due to investment results. If you receive a distribution at a time when the value of your investments has declined, you may not receive a distribution that is as large as you had hoped. Also, certain administrative expenses of the Plan may be paid from the Plan's trust fund or, in some cases, may be charged directly to your account.

If a "Qualified Domestic Relations Order" is received

In general, your account cannot be attached or paid to creditors or to anyone other than yourself. However, under federal law, the Plan Administrator is required to obey a Qualified Domestic Relations Order ("QDRO"). This is a decree or domestic relations order ("Order") issued by a court that satisfies certain requirements under the Internal Revenue Code. A QDRO may require that all or a portion of your vested account be paid to your spouse, former spouse, child or other dependent ("Alternate Payee"). John Hancock, in accordance with procedures set forth in the law, will determine the validity of any Order received and will inform you upon the receipt of any such Order affecting you. You may obtain a copy of such procedures, without charge, by contacting John Hancock. In addition, you should request a copy of the Plan's model QDRO and QDRO materials by contacting John Hancock before an Order is drafted and submitted to court for execution. Please note that a fee of \$500 will be charged to your account for the review and qualification of any Order relating to your account. This fee will be shared equally between you and the Alternate Payee unless otherwise specified in the Order.

Should I be aware of any other aspects of the Plan?

In an effort to keep retirement plans from favoring “key employees,” Congress has put a complicated set of rules in the Internal Revenue Code that apply to any “top-heavy” retirement plan. Stated simply, the Plan will be “top-heavy” if the value of accounts belonging to key employees (generally certain officers and shareholders) exceeds 60% of the value of the accounts for all participants.

Each year, the Plan will be tested to determine if it is top-heavy. Although, it is unlikely that the Plan will become top-heavy, if it does, “special rules” will become effective which could increase the amount of Company contributions made on your behalf.

You should also be aware that the Pension Benefit Guaranty Corporation, a federal agency that insures defined benefit plans, does not insure this type of plan. The government has exempted plans like ours from such insurance because all contributions go directly to your account and you will be 100% vested in your account if the Plan is ever terminated.

For more information about your investment options, please consult the prospectuses.

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Brokerage Account Fact Sheet

Brokerage accounts are made available through John Hancock's partnership with TD Ameritrade Retirement Services™ ("TD Ameritrade").

Important Information

Opening Brokerage Account - Please contact John Hancock to enroll on-line or to request a brokerage account application and related materials. To enroll on-line, select Enroll Online at TD Ameritrade through the Brokerage Menu option and be linked directly to the TD Ameritrade Web site and enrollment screen. Or, from the same Brokerage Menu option, you may select to have an application mailed to your home if you prefer not to enroll directly on-line. If you do not have Internet access, please contact John Hancock by phone at 1.800.294.3575 and request a brokerage account application and related materials. You will be instructed to return the completed brokerage account application to the TD Ameritrade address indicated in the package.

Following the establishment of your brokerage account, you will receive a "welcome package" from TD Ameritrade that will include an account number. You will receive your brokerage account personal identification number ("PIN") in a subsequent mailing.

Advisor Access – if you intend to provide your personal advisor with access to your account, please contact TD Ameritrade at 866-766-4015, to request the appropriate authorization form – i.e. a Limited Trading Authorization Form or Limited Power of Attorney Form, as applicable.

Transferring Money to Brokerage Account - Once a brokerage account has been established, please contact John Hancock to liquidate money from your standard investment options under the Plan. Any liquidated amounts will be moved to a non-interest bearing account and will remain in such account until you place a trade in your brokerage account. All transfers will be subject to the market hours and marketplace rules outlined in the Flexibility section, subsection Investments, in the SPD.

Trading in Brokerage Account - Contact TD Ameritrade via the John Hancock website/phone service to place trades, verify balances, obtain quotes, and ask brokerage questions. For your ease, you may transfer directly from the John Hancock website/phone service to a TD Ameritrade licensed brokerage representative. Quotes, positions and balances are also available on-line at the TD Ameritrade Web site. (NOTE: Market volatility and volume may delay system access and trade executions.)

Eligible Investments - The brokerage account offers many investment options, including securities, mutual funds, most corporate and government bonds, and treasuries. However, you may not engage in margin trading or short sales and you may not invest in stock offered by Campbell Clinic, P.C., futures, options, tax-exempt securities, limited partnerships, or precious

metals. If you make any impermissible investments through your brokerage account, such investments will be liquidated immediately upon discovery.

Maximum Amount Permitted to be Invested in Brokerage Account - You may invest your account under the Plan in a brokerage account, however, if you terminate employment a small amount will need to remain in the standard investment options for fee assessment purposes.

Minimum Amount Needed for Brokerage Investments - Minimum amounts (if any) are set by the investments offered under the brokerage platform. For example, for most mutual funds, the minimum transaction size is \$250.

Statements - You will receive a monthly e-mail from TD Ameritrade, notifying you that your electronic account statement is available. Your account statement will provide a record of all transactions. Statement cutoff is the last Friday of the month with the exception of December 31st. Your December statement will also include yearly summaries of dividends and interest paid or received. It will not include a year-end recap of your transactions and is not a consolidated statement. Please retain your monthly statements for this information.

If you prefer, you may choose to receive your account statements via U.S. Mail. If you have an active brokerage account, you will receive a monthly statement detailing activity in your brokerage account. If your account is inactive, statements will be sent quarterly.

In-Service Withdrawals - Any in-service withdrawal requests will be processed from the portion of your available vested account balance invested in the standard investment options. If the amount of your request exceeds the available amount in the standard investment options, you will need to liquidate the appropriate amount from your brokerage account and transfer such amount back to the standard investment options.

Distributions - If you leave your job and wish to receive distribution of your vested account, you may liquidate your brokerage account or have it liquidated for you. Should you wish to liquidate your account, please follow these instructions:

1. Contact TD Ameritrade to inform them of your election.
2. If you are liquidating your brokerage account, once the trade has settled, please contact John Hancock to transfer out of the brokerage account and into any of the Plan's standard investment options.
3. Upon termination, you will be advised of how to obtain appropriate distribution election forms and where to send them.

Should you return the distribution election form prior to liquidating your brokerage account, your account will be automatically liquidated on or about the day on which the form is received and invested in the Plan's Stable Value Option.

If you have a brokerage account and die before distribution of your vested account, the portion of your Plan account invested in your brokerage account may be liquidated and invested in the

Plan's Stable Value Option as soon as administratively practical following notification of your death to the Plan Administrator.

Please refer to the brokerage materials, including the Account Application, Terms and Conditions applicable to Brokerage Account, and Ameritrade Retirement Services Handbook, for further details regarding the brokerage account option available to you through the Plan by TD Ameritrade.

Important Information

TD Ameritrade Retirement Services™

Call or access the Internet to place trades, verify balances, obtain quotes, and ask brokerage questions.

Phone: 1-866-766-4015

Interactive Voice Response System -
available 24 hours a day,
7 days a week

Licensed Brokers - available

8:00 a.m. to 6:30 p.m. EST

except NYSE holidays

Internet: <http://www.TDAmeritradeRetirement.com>

John Hancock Retirement Plan Services, LLC

Call to request a brokerage account application and related materials, transfer money between standard investment options and your brokerage account, obtain a loan or in-service withdrawal, and transfer to a TD Ameritrade broker.

1-800-294-3575

8:00 a.m. to 10:00 p.m. EST

except NYSE holidays

Internet: <http://mylife.jhrps.com>

**ANNUAL NOTICE FOR THE CAMPBELL CLINIC, P.C.
EMPLOYEES' RETIREMENT PLAN AND TRUST ("Plan")**

Date: November 2018

Plan Sponsor: **CAMPBELL CLINIC, P.C.** (the "Company")

This notice is being distributed to confirm that the Company safe harbor 3% nonelective contribution will continue to be made for the 2019 year.

The following information regarding the default investment option and the safe harbor 3% nonelective contribution is required by law to be provided on an annual basis to all participants and employees eligible to participate in the Plan.

Please read this notice carefully, as it contains important information about certain features of the Plan. To obtain more detailed information about the Plan, you should review a copy of the Plan's Summary Plan Description ("SPD"), a copy of which was provided to you. If you need an additional copy, see "FOR ADDITIONAL INFORMATION" below for information on how you can obtain one.

NOTE: *Many of your Plan elections are made by contacting John Hancock Life Retirement Plan Services, LLC ("John Hancock"). If you wish to contact John Hancock, you may do so:*

- *24 hours a day via either the internet at mylife.jhrps.com or an automated telephone system at 800.294.3575.*
- *8AM to 10PM Eastern Time by calling 800.294.3575 to speak with a Participant Service Representative.*

IRS SAFE-HARBOR PLAN NOTICE:

For the **2019** Plan Year, the Plan intends to satisfy the IRS's requirements for a "safe-harbor" plan. This notice is designed to inform you of your rights and obligations under the Plan and satisfy the requirements of the final regulations under Internal Revenue Code Sections 401(k) and 401(m).

➤ **Company Safe Harbor Nonelective Contribution.**

To help you make an informed decision about participating in the Plan, the Company must inform you about the contributions it will make to the Plan on your behalf.

If you are eligible under the terms of the Plan to receive Company contributions, the Company will make the following contribution to the Plan:

A contribution equal to 3% of your eligible pay.

➤ **Company Matching Contributions.**

The Company intends to match 100% of the first 6% of your eligible pay that you contribute to the Plan each year. While it is the Company's intention to make matching contributions each year, the Company reserves the right to increase, reduce, or eliminate matching contributions for any Plan Year.

➤ **Other Company Contributions.**

At the end of each Plan Year, the Company may also make discretionary profit-sharing contributions to the Plan separately for each contribution group under the Plan. The contribution for each person in your group will be equal to a specified percentage of eligible compensation for profit sharing purposes. An additional contribution for each person in your group may also be made and will be equal to a specified percentage of eligible compensation for profit sharing purposes, in excess of the social security taxable wage base for the Plan Year.

With respect to any profit-sharing contributions, you will normally be eligible to share in any such profit-sharing contributions made for a Plan Year only if you complete at least 1,000 hours of service during the Plan Year. The requirement that you complete at least 1,000 hours of service during the Plan Year will be waived if you

**ANNUAL NOTICE FOR THE CAMPBELL CLINIC, P.C.
EMPLOYEES' RETIREMENT PLAN AND TRUST ("Plan")**

terminate employment during the Plan Year because of your "permanent and total disability", death, or retirement on or after your early (age 60 and 6 years of service) or normal retirement date (age 65).

Please refer to the Plan's SPD for additional information regarding the Company contribution(s) which may be made under the Plan.

➤ **Type and Amount of Compensation that May Be Deferred.**

As a participant in the Plan, you may elect to contribute a portion of your pay each Plan Year. The Company will contribute this amount (your "deferral contributions") to the Plan.

You may make either pre-tax and/or Roth 401(k) deferrals. If you make pre-tax 401(k) deferrals, your deferrals will not be subject to income tax until distributed from the Plan. If you make Roth 401(k) deferrals, your deferrals will be subject to income tax at the time they are made. However, if you satisfy certain distribution requirements, your Roth 401(k) deferrals and earnings on the deferrals will not be subject to income tax when distributed from the Plan. Both types of contributions are subject to the Social Security taxes at the time they are made. The Company will deduct the Social Security taxes, and, in the case of Roth deferrals, will deduct income taxes, from your remaining pay.

You may contribute from 0% to 100% of your eligible pay as pre-tax and Roth contributions each Plan Year, but not more than the annual limit in effect each calendar year (\$18,500 for 2018). Participants who will be age 50 or older during the calendar year can contribute "catch-up" contributions up to the annual catch-up limit in effect each calendar year. The annual deferral (\$18,500) and catch-up (\$6,000) limits are available by contacting John Hancock and are updated at the beginning of each calendar year.

You should be aware that under the federal tax laws, pay in excess of the annual compensation limit may not be taken into account for Plan purposes. The annual compensation limit is also available by contacting John Hancock and is updated at the beginning of each calendar year (\$275,000 for 2018). Please refer to the SPD for additional information regarding the type and amount of "pay" that may be deferred.

➤ **How to Make Cash or Deferred Elections.**

To contribute a portion of your pay, you must enroll in the Plan by contacting John Hancock.

➤ **Periods Available for Making Cash or Deferred Elections.**

In accordance with Plan rules, you may change your contribution election (pre-tax and/or Roth) any business day by contacting John Hancock. Your contribution change will be effective as soon as administratively possible thereafter.

➤ **Applicable Vesting Provisions.**

The following is a general explanation of the vesting provisions of the Plan. More details can be found in the Plan's SPD.

You are always 100% vested in your pre-tax, Roth, rollover, after-tax, and any Company "safe-harbor" contributions made on your behalf, and any amounts transferred to this plan from a money purchase pension plan (adjusted for investment gains and losses).

However, any additional Company contributions allocated to your account (adjusted for investment gains and losses) will be subject to the following vesting schedule:

Company Matching and Profit Sharing Contributions

<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 2 years	0%
2 years but less than 3	20%
3 years but less than 4	40%
4 years but less than 5	60%

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5 years but less than 6
6 years or more

80%
100%

You should also be aware that if you terminate employment with the Company on or after your normal retirement date (age 65), early retirement date, or as a result of your "permanent and total disability", or your death, you will automatically become 100% vested – regardless of your years of vesting service under the Plan.

➤ **Applicable Withdrawal Provisions.**

You generally may not withdraw your deferral contributions (pre-tax and/or Roth) or any safe-harbor contributions except when one of the following events occurs: severance from employment with the Company, or death, or disability, or attainment of age 59½.

You may also withdraw all or any portion of your account attributable to any rollover or after-tax contributions you may have made at any time. You may withdraw all or any portion of your vested account (excluding amounts invested in a brokerage account) once you have attained age 65, and you may withdraw all or any portion of your vested account (excluding amounts transferred from a money purchase pension plan, and amounts invested in a brokerage account) once you have attained age 59½.

You may receive distribution of your vested account after you terminate employment with the Company. Options include a single sum payment, partials, and installment payments. If a portion of your account consists of amounts transferred from a money purchase pension plan, that portion of your account may also be distributed in the form of an annuity.

All withdrawals and distributions are subject to rules and procedures as set forth under the Plan. Additional information about withdrawals and distributions available under the Plan, including rules and procedures, can be found in the Plan's SPD. A \$50 fee will be assessed to your account for any withdrawal or lump sum, partial payment, or annuity distribution processed. A \$2 fee will be assessed for any installment payment.

➤ **Plan Amendment and Termination.**

The Company retains the right to amend the Plan, including the right to terminate the Plan and discontinue all contributions (including the safe harbor contribution) under the Plan. Termination of the Plan will not affect your right to receive any contributions you have accrued as of the effective date of the termination.

The Company also may amend the Plan during the Plan year to reduce or suspend safe-harbor contributions for the Plan Year in which case you will be provided with a 30-day advance notice of the reduction or suspension, as applicable.

QUALIFIED DEFAULT INVESTMENT ALTERNATIVE

You have the right to direct the investment of the contributions allocated to your account in any of the investment options available under the Plan. If you do not make an investment election, contributions made on your behalf will be invested in the Plan's "default" fund. Currently, the Plan's default fund ("Default Fund") is the Moderate Portfolio. If you did not make an investment election upon the transition to John Hancock, your account was invested in the default fund.

The enclosed Fund Fact Sheet for the Default Fund contain a description of the investment objectives, risk and return characteristics, and fees and expenses. This investment is intended to satisfy the requirements for a "qualified default investment alternative" under the Employee Retirement Income Security Act of 1974 ("ERISA"). This means that the Plan's fiduciaries are not liable for the investment performance (including any losses) for any monies defaulted into the QDIA.

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You may select any of the other available investment options and may subsequently elect to change your investment election(s), by contacting John Hancock at any time and without penalty. Information regarding all of the Plan's investment options is available through John Hancock. You may contact John Hancock by phone at 800-294-3575 or via the Internet at www.mylife.jhrps.com.

About Risk

There are additional risks associated with investing in high yield, small cap, mid cap, and foreign securities. Small and mid-cap stocks are generally less established and may be more volatile and less liquid than stocks of larger companies. Such funds also invest in bonds, which are subject to interest-rate risk and can lose principal value when interest rates rise. There is no guarantee that the investment objectives will be met.

FOR ADDITIONAL INFORMATION

You should consult the Plan document and SPD for a complete explanation of the Plan's features and for information regarding your rights under the Plan. You may also view and/or obtain a copy of the SPD by contacting John Hancock. You can also obtain additional information about the Plan by contacting John Hancock or by contacting the Plan Sponsor.

The Plan Sponsor also serves as the Plan Administrator and may be contacted at:

**CAMPBELL CLINIC, P.C.
1400 SOUTH GERMANTOWN ROAD
GERMANTOWN, TN 38138**

**Phone: (901) 759 - 3105
EIN: 62 - 0811256**

John Hancock Retirement Plan Services, LLC is also referred to as "John Hancock".

John Hancock Retirement Plan Services, LLC offers administrative or recordkeeping services to sponsors and administrators of retirement plans, as well as a platform of investment alternatives that is made available without regard to the individualized needs of any plan. Unless otherwise specifically stated in writing, John Hancock Retirement Plan Services, LLC does not, and is not undertaking to, provide impartial investment advice or give advice in a fiduciary capacity.

John Hancock Trust Company LLC provides trust and custodial services to such plans.

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