

## Required Notices and Documents

# Endoscopic Solutions PC 401(k) Plan



Certificate #CFX10319

For Service Related to Your 401(k) Account or to Speak with an Adviser,  
call 1-800-754-9933 or Send an E-mail to [Service@FinancialFreedomHouse.com](mailto:Service@FinancialFreedomHouse.com)

# Plan Highlights

This is a brief summary of Plan features. For full details refer to the **Summary Plan Description** provided in the **Notices Packet**.

<b>Eligibility</b>	
<b>Excluded Employees</b>	All employees are eligible to participate in the Plan.
<b>Employee Elective Salary Deferral</b>	<p>You must meet the following criteria to be eligible to make Elective Deferral Contributions and receive Matching Contributions and Profit Sharing Contributions:</p> <ul style="list-style-type: none"> <li>You must attain age 21</li> <li>You must complete 1 year of service during which you complete 1000 hours of service.</li> </ul>
<b>Employee Automatic Enrollment &amp; Salary Deferral</b>	No
<b>Matching Contributions by Employer</b>	Same as Elective Salary Deferral by Employee
<b>Other Contributions by Employer</b>	Same as Elective Salary Deferral by Employee
<b>Plan Enrollment Entry Dates</b>	
<b>Elective Salary Deferral and Matching Contributions</b>	On the first day of January or July coincident with or next following the time you meet the eligibility criteria specified above.
<b>Other Contributions by Employer</b>	On the first day of January or July coincident with or next following the time you meet the eligibility criteria specified above.
<b>Contributions and Contribution Limits</b>	
<b>Employee Salary Deferral (Automatic or Elective)</b>	<p>You may make either Regular 401(k) deferrals (pre-tax) or Roth 401(k) deferrals (after-tax) into the Plan. Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The dollar limit for 2018 is \$19,000.</p> <p>If you are at least age 50 or will attain age 50 during a calendar year, then you may defer an additional amount ("<b>catch up contribution</b>") to the Plan. The dollar limit for 2019 is \$6,000.</p>
<b>Matching Contributions by Employer</b>	Currently employer is matching 100% of the first 4% of compensation you defer in to the plan.
<b>Profit Sharing Contributions</b>	Your employer may, in its sole discretion, make a <b>Profit Sharing Contribution</b> on your behalf (and to all other eligible employees) in an amount determined by the Company. If a <b>Profit Sharing Contribution</b> is made, you will be notified of this.
<b>Rollovers into the Plan</b>	The Plan may accept a <b>Rollover Contribution</b> made on behalf of any Eligible Employee, regardless of whether such Employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in their <b>Rollover Contribution Account</b> .

### Vesting

#### Employee Salary Deferral, Employer Safe Harbor Match, & Rollovers into the Plan

You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions: Employee Salary Deferral, Employer Safe Harbor Match, & Rollovers into the Plan.

#### Employer Match

Upon termination of employment, the Employer Matching Contributions are 100% vested.

#### Profit Sharing Contributions

Upon termination of employment, the Employer Profit Sharing Contributions will be vested according to the following schedule based on your years of vesting service.

- Less than two years (0% vested)
- Two years but less than three years (20% vested)
- Three years but less than four years (40% vested)
- Four years but less than five years (60% vested)
- Five years but less than six years (80% vested)
- Six or more years (100% vested)

### Investing Plan Contributions

#### Investments

You may direct the investment of all of your Accounts in one or more of the available Investment Funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. The Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

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

### Distributions and Loans

#### Distributions from the Plan

You may receive a distribution from your account under the following circumstances:

- Termination of employment
- Hardship
- After age 59 1/2
- From the Rollover Contribution Account at any time
- Death

#### Loans

The Plan does permit loans

Note: These plan highlights are intended to be a very concise overview of plan features. For a detailed description of plan features, please review the **Summary Plan Description** or contact the **Plan Administrator** for more information. The plan features described in these plan highlights are subject to change and in the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.

# Frequently Asked Questions

## How much should I save?

Deciding how much to save for retirement is a balancing act. While the need to save for the future is undeniable and the more you save means the more you'll have, you still have bills to pay today. Since it is counterproductive to save a lot into the 401(k) and make yourself "cash poor", we recommend that you begin by saving an amount you know you can tolerate. And then as time goes on you should increase the amount you're saving by small and manageable increments.

### Potential Value at Different Levels of Weekly Savings

Savings	5 Years	10 Years	20 Years
\$20	\$6,148	\$14,655	\$42,714
\$40	\$12,295	\$29,309	\$85,429
\$60	\$18,443	\$43,964	\$128,143
\$80	\$24,591	\$58,618	\$170,858
\$100	\$30,738	\$73,273	\$213,572

The 6.5% annual rate of return is for illustrative purposes only and is not representative of any particular investment; actual results can vary significantly. This illustration does not account for inflation, fluctuation in principal or taxes.

Salary deferral elections are done as a percent of pay (not a flat dollar amount). If you have a dollar amount in mind that you want to save out of each paycheck, use the following table as a guide.

### Actual Dollars Saved Each Pay Day

Percent Deferral	\$500 Pay Before Taxes	\$1,000 Pay Before Taxes	\$2,000 Pay Before Taxes
1%	\$5	\$10	\$20
5%	\$25	\$50	\$100
10%	\$50	\$100	\$200
15%	\$75	\$150	\$300
20%	\$100	\$200	\$400

## How much can I save?

During 2020, the IRS limits the maximum amount you can contribute to a 401(k) at \$19,500. If you are older than 50 or turn 50 during 2020, you can contribute an additional \$6,500.

## Can I change how much I am saving?

Yes. All you need to do is call 800-754-9933 and request a **Payroll Deferral Change Form**. You can also change the amount you are saving by logging into your account at [www.FFH401k.com](http://www.FFH401k.com).

## How do I change how my account is invested?

You can change the investments in your account or how future deposits are allocated using the participant website @ [www.FFH401k.com](http://www.FFH401k.com). You can also call 800-754-9933 and request an **Investment Election Change Form**. If you have questions someone at this number will be able to help you out or you can talk to the “**401(k) Guy**” when they’re at your worksite.

## Can I get money out of the 401(k) if I'm still working?

While you are still working, the IRS imposes strict rules regarding taking money out of your 401(k) account. The options for taking money out of your 401(k) account *before* you retire or terminate your employment are described below.

### 1) Loan

You must have at least \$2,000 in your account to request a loan. The minimum loan you can take is \$1,000 and the maximum is 50% of your account balance (up to a maximum loan of \$50,000). This maximum potential loan amount of \$50,000 is reduced by the highest outstanding balance of your 401(k) loan(s) in the past 12 months.

You must pay the loan back over a 1-5 year period. Interest on your loan is the prime rate plus 1%. In addition, you will be charged a fee for loan origination and processing.

### 2) Hardship Withdrawal

If you have a qualifying hardship (as defined by the IRS definition) and are not eligible to take a **Loan** from your 401(k) account, you can withdraw money that you contributed to your 401(k) account. Qualifying hardships are events for which the money is needed to do the following:

- prevent eviction or foreclosure;
- purchase your primary residence;
- pay for unreimbursed medical bills;
- pay for post-secondary education expenses;
- pay for catastrophic damage to your house; or
- pay eligible burial/funeral expenses.

20% will be withheld for federal income taxes. If you’re younger than 59½ you’ll also have to pay a 10% federal tax penalty when you file your annual tax return. You also won’t be able to contribute to the 401(k) for 6 months. After 6 months you will need to call the plan administrator at 800-754-9933 if you want to restart saving money into your 401(k) account.

### 3) In-Service Withdrawal

If you are older than 59½, you can take an In-Service Withdrawal. While you won’t get hit with a 10% federal tax penalty. You will pay income taxes. The law requires that 20% is withheld for federal income taxes.

## How do I log into my account on the web?

The website for your account is [www.FFH401k.com](http://www.FFH401k.com).

Click **Login** at the upper right of the website and select **+My 401(k) Account**. Select your plan and then click **Online Instructions**.

## Will I receive paper statements each quarter?

The default setting for the Plan is for you to receive electronic statements that you can view online or download from the participant website. You can view your statement online at [www.FFH401k.com](http://www.FFH401k.com) or call us at 800-754-9933 and we'll be happy to mail you a statement.

## Can I transfer my 401(k) from an old employer into this plan?

Yes. Please contact us at 800-754-9933.

## What if I need more help with my 401(k) or other financial planning, retirement planning, or investment matters?

All participants in the 401(k) have access to the following services at no extra charge:

- One-on-one enrollment with an investment advisor
- One-on-one investment advice and financial advice during scheduled worksite service visits
  - Advisor is available for via telephone, email, and web conference
- Comprehensive financial planning and a retirement check-up under the supervision of a Certified Financial Planner® is available to all participants and their direct family members.

To schedule a meeting or to learn more call 800-754-9933, see the **“401(k) Guy”** or send an email to [Service@FinancialFreedomHouse.com](mailto:Service@FinancialFreedomHouse.com)

## Key Contact Information

Call 800-754-9933 or send an email to [Service@FinancialFreedomHouse.com](mailto:Service@FinancialFreedomHouse.com) for any help you need or to request paperwork to:

- Change the amount coming out of your paycheck
- Change your investment elections (this can also be done through the participant web site)
- Apply for a 401(k) loan
- Request a distribution or rollover your account after you terminate employment
- Transfer an account from old 401(k) into this plan

# Participant Notices and Disclosures Packet (2020)



This packet has been designed to contain all of the notices and disclosures your 401(k) retirement plan (“Plan”) is required to provide to you in paper format.

- Participant §404(a)(5) Fee Disclosure
- Summary Plan Description (“SPD”)

If you have any questions regarding these disclosures or your account in the Plan, call 800-754-9933.

In addition to these disclosure documents, the Plan is providing you with general information regarding its operation.

- **Giving investment instructions** - The Plan intends to be an ERISA §404(c) plan. This means that you “exercise control” over some or all of the investments in your account. To direct your Plan investments, you must complete an investment direction form (available by calling 800-754-9933) or make your election on the web site: [www.FFH401k.com](http://www.FFH401k.com). You may direct the investment of all funds held in your self-directed account.
- **Limitations on instructions** - You may give investment instructions on any day the New York Stock Exchange is open for business.
- **Voting and other rights** - The trustee will exercise any voting or other rights associated with ownership of your investments held in your plan account.
- **Designated investment alternatives** - The Plan provides designated investment alternatives into which you can direct the investment of your plan funds. The Comparative Chart provides you with information regarding these designated investment alternatives.
- **Managed asset allocation strategies** - In addition to the individual mutual funds available for you to choose from, the Plan offers five (5) managed asset allocation strategies (model portfolios) comprised of the Plan’s investment options (mutual funds).
  - Conservative Managed Strategy
  - Moderate-Conservative Managed Strategy
  - Moderate Managed Strategy
  - Moderate-Aggressive Managed Strategy
  - Aggressive Managed Strategy

There is no additional charge or extra fees to invest your account in the Plan using these managed strategies.

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## Participant §404(a)(5) Fee Disclosure

This document contains information regarding the fees paid to the outside service providers that the Plan has hired to provide the services necessary for the Plan to operate, remain in compliance, and serve the needs of its participants. These services include plan administration and recordkeeping, participant investment advice, plan investment management, fiduciary compliance, legal services, accounting and auditing, and the internal cost of mutual funds. This is a fee-only plan in which service providers are not compensated by commissions, “finder’s fees”, or other forms of indirect compensation.

The Fee Disclosure is divided into two main sections.

The first section lists the annual fee billed by each of the plan’s service providers. These fees are deducted from Plan assets on a quarterly basis (25% of the annual fee). Fees are generally deducted pro-rata from participant accounts (i.e., based on the relative size of each account). Any revenue sharing or other indirect payments generated by the Plan’s mutual funds are accounted for and are credited back into the mutual funds and participant accounts from which these payments originated. This section also includes the weighted average expense ratio for the mutual funds in the plan. At the bottom we show the total annual cost of plan investments + plan services is shown in both dollars and as a percent of assets.

**One of the features that makes your plan unique is that most of the fees are charged as a flat-dollar amount, not as a percent of plan assets. This means that as the plan continues to grow, fees as a percent of plan assets will automatically decrease.**

In addition to these Plan level fees, individual participants may be billed certain processing fees such as:

- In-service withdrawal @ 59½
- Hardship withdrawal
- Loan origination
- Termination distribution
- QDRO account set up

These processing fees are deducted from the account of the individual participant requesting the transaction.

The second section is a Comparative Chart to help you compare the performance and internal expenses of the Plan’s investment options (mutual funds). This internal expense ratio is the fee charged by the mutual fund company to operate the mutual fund. The rate of return for each mutual fund is reported net of the fund’s internal expense ratio.

## Fees Paid By Plan Participants

Plan Assets: \$1,390,152.48

Participants: 8

This section will review the annual direct and indirect expenses charged against the Plan. Direct expenses will be paid from the plan's assets and deducted from individual plan accounts equally. Indirect expenses are paid through the investments in which you invest. Each investment option may charge an expense ratio that can either be kept in full by the investment manager or used to compensate other service providers for services they provide to the plan.

### Compensation from Plan Participants

#### Direct fees paid to Fiduciary Firewall Administrators for ERISA §3(16) Administrator services

+ **Daily Plan Management & Administration as ERISA §3(16) Fiduciary:** \$2,373.00 flat fee assessed yearly. \$2,373

*Fiduciary Firewall Administrators, Inc. provides daily plan management and administrative services including the reconciliation and processing of participant contributions, maintenance of participant records, approval and processing of distribution requests, compilation of data for annual plan audit, and other day-to-day administrative and participant services. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.*

#### Direct fees paid to Fiduciary Firewall Advisers for ERISA §3(38) Plan Investment Manager services

+ **Plan Investment Management as ERISA §3(38) Fiduciary:** \$1,407.00 flat fee assessed yearly. \$1,407

*Fiduciary Firewall Advisers, Inc. is an independent fee-based Registered Investment Advisor ("RIA") and CEFEX-certified investment fiduciary that serves as the plan's discretionary investment manager. Their responsibilities include the selection and monitoring of plan investments, replacement of plan investments when necessary, the construction and oversight of managed strategies ("model portfolios") made available as plan investment options, and the general fiduciary oversight of the plan's investments. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.*

#### Direct fees paid to Fiduciary Firewall Consulting for Plan Governance & Fiduciary Compliance services

+ **Plan Governance & Compliance as ERISA §3(21) Fiduciary:** \$2,975.00 flat fee assessed yearly. \$2,975

*Fiduciary Firewall Consulting, Inc. is an independent and CEFEX-certified professional fiduciary that provides plan governance and compliance services to the plan and plan trustees. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.*

#### Direct fees paid to Financial Freedom House for ERISA §3(21) Participant Investment Advisor services

+ **Participant Investment Advice as ERISA §3(21) Fiduciary:** \$1,203.00 flat fee assessed yearly. \$1,203

*Cygnat Financial Freedom House is an independent fee-based Registered Investment Advisor ("RIA") and CEFEX-certified investment fiduciary. Cygnat provides participants with investment advice during one-one-one enrollment meetings, worksite service visits, via the telephone, or other means. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.*

#### Direct fees paid via the expense ratio to the investment manager

+ **Effective Mgmt Fee:** 24.92 bps of plan assets assessed annually. \$3,465

### Net annual recurring fees

**\$11,423**

0.82% of plan assets or approximately \$8.22 per \$1,000 invested

# Plan Options: Performance and Expenses

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Investors should consider the investment objectives, risks, and charges and expenses of a fund carefully before investing. Prospectuses and, if available, the summary prospectuses, containing this and other information about the fund are available by contacting your financial consultant. Please read the prospectus and summary prospectus carefully before investing to make sure that the fund is appropriate for your goals and risk tolerance. The performance quoted reflects the reinvestment of dividends and capital gains and is net of expenses. It does not reflect the maximum sales charges, which are generally waived for investments within qualified plans. Such charges, if applied, would reduce the performance quoted. **The performance information shown represents past performance and is not a guarantee of future results.** The investment return and principal value of an investment will fluctuate so that the shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information shown. For performance data current to the most recent month-end, please reference the Investment Company Contact Information section.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Large-Cap Equity</b>			
<b>Vanguard 500 Index Admiral (VFIAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 11/13/2000	14.30% - Investment return	10.74% - Investment return	13.66% - Investment return
Oldest Share Class Inception: 08/31/1976	13.13% - Median peer return	9.23% - Median peer return	12.48% - Median peer return
<u>Performance Benchmark</u>	14.15% - Benchmark return	10.54% - Benchmark return	13.72% - Benchmark return
Russell 1000 TR USD	Earned \$143.00 per \$1000 invested	Earned \$537.00 per \$1000 invested	Earned \$1,366.00 per \$1000 invested
	Outperformed 71% of its 1,414 peers	Outperformed 89% of its 1,212 peers	Outperformed 92% of its 1,040 peers
Total Annual Investment Expenses	Investment return since inception is 6.42% for your share class		
0.04% - Expense ratio			
0.80% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.40 annually per \$1000 invested	None		
Costs less than 96% of its 1,468 peers			
<b>Vanguard Total Stock Mkt Idx Adm (VTSAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 11/13/2000	13.44% - Investment return	10.28% - Investment return	13.63% - Investment return
Oldest Share Class Inception: 04/27/1992	13.13% - Median peer return	9.23% - Median peer return	12.48% - Median peer return
<u>Performance Benchmark</u>	14.15% - Benchmark return	10.54% - Benchmark return	13.72% - Benchmark return
Russell 1000 TR USD	Earned \$134.40 per \$1000 invested	Earned \$514.00 per \$1000 invested	Earned \$1,363.00 per \$1000 invested
	Outperformed 54% of its 1,414 peers	Outperformed 76% of its 1,212 peers	Outperformed 91% of its 1,040 peers
Total Annual Investment Expenses	Investment return since inception is 6.87% for your share class		
0.04% - Expense ratio			
0.80% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.40 annually per \$1000 invested	None		
Costs less than 96% of its 1,468 peers			
<b>TIAA-CREF Large-Cap Gr Idx Instl (TILIX)   TIAA Investments   MF</b> <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>			
Your Share Class Inception: 10/01/2002	17.03% - Investment return	13.37% - Investment return	15.33% - Investment return
Oldest Share Class Inception: 10/01/2002	14.82% - Median peer return	11.34% - Median peer return	13.82% - Median peer return
<u>Performance Benchmark</u>	17.10% - Benchmark return	13.43% - Benchmark return	15.41% - Benchmark return
Russell 1000 Growth TR USD	Earned \$170.30 per \$1000 invested	Earned \$668.50 per \$1000 invested	Earned \$1,533.00 per \$1000 invested
	Outperformed 76% of its 1,389 peers	Outperformed 85% of its 1,273 peers	Outperformed 87% of its 1,113 peers
Total Annual Investment Expenses	Investment return since inception is 10.87% for your share class		
0.05% - Expense ratio			
0.95% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.50 annually per \$1000 invested	None		
Costs less than 97% of its 1,426 peers			
<b>DFA US Large Cap Value I (DFLVX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 02/19/1993	6.97% - Investment return	7.62% - Investment return	12.92% - Investment return
Oldest Share Class Inception: 02/19/1993	10.11% - Median peer return	7.19% - Median peer return	11.04% - Median peer return
<u>Performance Benchmark</u>	11.21% - Benchmark return	7.61% - Benchmark return	11.96% - Benchmark return
Russell 1000 Value TR USD	Earned \$69.70 per \$1000 invested	Earned \$381.00 per \$1000 invested	Earned \$1,292.00 per \$1000 invested
	Outperformed 21% of its 1,239 peers	Outperformed 60% of its 1,094 peers	Outperformed 94% of its 957 peers
Total Annual Investment Expenses	Investment return since inception is 9.95% for your share class		
0.27% - Expense ratio			
0.87% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$2.70 annually per \$1000 invested	Contractual expense waiver of 0.10%. This may expire at anytime. Gross expense ratio is 0.37%.		
Costs less than 93% of its 1,269 peers			

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# Plan Options: Performance and Expenses (Cont.)

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Mid-Cap Equity</b>			
<b>Vanguard Mid Cap Index Admiral (VIMAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 11/12/2001	14.39% - Investment return	8.70% - Investment return	13.68% - Investment return
Oldest Share Class Inception: 05/21/1998	9.51% - Median peer return	6.54% - Median peer return	11.64% - Median peer return
	13.71% - Benchmark return	8.66% - Benchmark return	13.70% - Benchmark return
<u>Performance Benchmark</u>	Earned \$143.90 per \$1000 invested	Earned \$435.00 per \$1000 invested	Earned \$1,368.00 per \$1000 invested
Russell Mid Cap TR USD	Outperformed 84% of its 425 peers	Outperformed 87% of its 359 peers	Outperformed 95% of its 307 peers
Total Annual Investment Expenses	Investment return since inception is 9.88% for your share class		
0.05% - Expense ratio			
0.96% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$0.50 annually per \$1000 invested	None		
Costs less than 96% of its 436 peers			
<b>Small-Cap Equity</b>			
<b>DFA US Small Cap I (DFSTX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 03/19/1992	1.41% - Investment return	6.35% - Investment return	12.60% - Investment return
Oldest Share Class Inception: 03/19/1992	4.46% - Median peer return	6.57% - Median peer return	11.69% - Median peer return
	4.90% - Benchmark return	7.37% - Benchmark return	12.27% - Benchmark return
<u>Performance Benchmark</u>	Earned \$14.10 per \$1000 invested	Earned \$317.50 per \$1000 invested	Earned \$1,260.00 per \$1000 invested
Russell 2000 TR USD	Outperformed 20% of its 732 peers	Outperformed 45% of its 626 peers	Outperformed 75% of its 518 peers
Total Annual Investment Expenses	Investment return since inception is 10.02% for your share class		
0.37% - Expense ratio			
1.05% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.70 annually per \$1000 invested	None		
Costs less than 90% of its 738 peers			
<b>Developed International Equity</b>			
<b>DFA International Core Equity I (DFIEX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 09/15/2005	7.67% - Investment return	4.46% - Investment return	5.91% - Investment return
Oldest Share Class Inception: 09/15/2005	10.47% - Median peer return	3.69% - Median peer return	5.28% - Median peer return
	11.26% - Benchmark return	3.81% - Benchmark return	4.94% - Benchmark return
<u>Performance Benchmark</u>	Earned \$76.70 per \$1000 invested	Earned \$223.00 per \$1000 invested	Earned \$591.00 per \$1000 invested
MSCI ACWI Ex USA NR USD	Outperformed 16% of its 742 peers	Outperformed 79% of its 600 peers	Outperformed 78% of its 507 peers
Total Annual Investment Expenses	Investment return since inception is 4.85% for your share class		
0.30% - Expense ratio			
0.91% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.00 annually per \$1000 invested	None		
Costs less than 88% of its 783 peers			
<b>Emerging Market Equity</b>			
<b>DFA Emerging Markets I (DFEMX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 04/25/1994	11.06% - Investment return	2.77% - Investment return	4.27% - Investment return
Oldest Share Class Inception: 04/25/1994	13.34% - Median peer return	2.68% - Median peer return	3.99% - Median peer return
	11.85% - Benchmark return	2.93% - Benchmark return	3.78% - Benchmark return
<u>Performance Benchmark</u>	Earned \$110.60 per \$1000 invested	Earned \$138.50 per \$1000 invested	Earned \$427.00 per \$1000 invested
MSCI EM NR USD	Outperformed 35% of its 842 peers	Outperformed 52% of its 662 peers	Outperformed 55% of its 353 peers
Total Annual Investment Expenses	Investment return since inception is 6.64% for your share class		
0.47% - Expense ratio			
1.24% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$4.70 annually per \$1000 invested	Contractual expense waiver of 0.10%. This may expire at anytime. Gross expense ratio is 0.57%.		
Costs less than 92% of its 878 peers			

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# Plan Options: Performance and Expenses (Cont.)

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Real Estate</b>			
<b>DFA Global Real Estate Securities Port</b> (DFGEX)   Dimensional Fund Advisors   MF <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 06/04/2008	24.55% - Investment return	7.82% - Investment return	11.64% - Investment return
Oldest Share Class Inception: 06/04/2008	21.43% - Median peer return	6.01% - Median peer return	8.88% - Median peer return
	23.07% - Benchmark return	7.52% - Benchmark return	11.51% - Benchmark return
<u>Performance Benchmark</u>	Earned \$245.50 per \$1000 invested	Earned \$391.00 per \$1000 invested	Earned \$1,164.00 per \$1000 invested
S&P Global REIT TR USD	Outperformed 86% of its 231 peers	Outperformed 87% of its 198 peers	Outperformed 94% of its 167 peers
Total Annual Investment Expenses	Investment return since inception is 6.58% for your share class		
0.24% - Expense ratio			
1.13% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.40 annually per \$1000 invested	Contractual expense waiver of 0.11%. Expires on 2020-2-28. Gross expense ratio is 0.35%.		
Costs less than 96% of its 232 peers			
<b>Long-Term Fixed Income</b>			
<b>MFS Corporate Bond R6</b> (MFBKX)   MFS   MF <a href="http://www.mfs.com">http://www.mfs.com</a>			
Your Share Class Inception: 06/01/2012	15.69% - Investment return	4.70% - Investment return	<b>5.82% - Investment return</b>
Oldest Share Class Inception: 05/08/1974	14.06% - Median peer return	4.31% - Median peer return	5.59% - Median peer return
	15.36% - Benchmark return	4.63% - Benchmark return	5.55% - Benchmark return
<u>Performance Benchmark</u>	Earned \$156.90 per \$1000 invested	Earned \$235.00 per \$1000 invested	Earned \$582.00 per \$1000 invested
BBgBarc US Corp Bond TR USD	Outperformed 91% of its 220 peers	Outperformed 76% of its 176 peers	Outperformed 68% of its 122 peers
Total Annual Investment Expenses	Investment return since inception is 4.72% for your share class		
0.43% - Expense ratio	<i>Note: Any investment return shown in bold italics was calculated using extended performance data. The oldest share class return adjusted for your share class expense ratio is shown as a proxy.</i>		
0.65% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$4.30 annually per \$1000 invested	None		
Costs less than 76% of its 223 peers			
<b>Vanguard Long-Term Treasury Idx</b> Admiral (VLGSX)   Vanguard   MF <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 03/01/2010	27.06% - Investment return	5.95% - Investment return	N/Av
Oldest Share Class Inception: 11/19/2009	27.02% - Median peer return	5.90% - Median peer return	6.81% - Median peer return
	27.33% - Benchmark return	5.99% - Benchmark return	6.91% - Benchmark return
<u>Performance Benchmark</u>	Earned \$270.60 per \$1000 invested	Earned \$297.50 per \$1000 invested	
BBgBarc US Government Long TR USD	Outperformed 51% of its 32 peers	Outperformed 65% of its 27 peers	
Total Annual Investment Expenses	Investment return since inception is 7.22% for your share class		
0.07% - Expense ratio			
0.16% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$0.70 annually per \$1000 invested	None		
Costs less than 75% of its 34 peers			
<b>Intermediate Fixed Income</b>			
<b>TIAA-CREF Bond Instl</b> (TIBDX)   TIAA Investments   MF <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>			
Your Share Class Inception: 07/01/1999	11.51% - Investment return	3.76% - Investment return	4.32% - Investment return
Oldest Share Class Inception: 07/01/1999	10.79% - Median peer return	3.22% - Median peer return	4.30% - Median peer return
	11.35% - Benchmark return	3.48% - Benchmark return	4.11% - Benchmark return
<u>Performance Benchmark</u>	Earned \$115.10 per \$1000 invested	Earned \$188.00 per \$1000 invested	Earned \$432.00 per \$1000 invested
BBgBarc US Universal TR USD	Outperformed 73% of its 626 peers	Outperformed 84% of its 534 peers	Outperformed 52% of its 467 peers
Total Annual Investment Expenses	Investment return since inception is 5.17% for your share class		
0.30% - Expense ratio			
0.70% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.00 annually per \$1000 invested	None		
Costs less than 96% of its 636 peers			

# Plan Options: Performance and Expenses (Cont.)

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Intermediate Fixed Income (Cont.)</b>			
<b>DFA Intermediate Govt Fixed-Income I</b> (DFIGX)   Dimensional Fund Advisors   MF <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 10/19/1990	11.81% - Investment return	3.01% - Investment return	3.45% - Investment return
Oldest Share Class Inception: 10/19/1990	8.60% - Median peer return	2.12% - Median peer return	2.66% - Median peer return
	10.99% - Benchmark return	2.71% - Benchmark return	3.01% - Benchmark return
<u>Performance Benchmark</u>	Earned \$118.10 per \$1000 invested	Earned \$150.50 per \$1000 invested	Earned \$345.00 per \$1000 invested
BBgBarc US Government TR USD	Outperformed 99% of its 237 peers	Outperformed 99% of its 233 peers	Outperformed 96% of its 200 peers
Total Annual Investment Expenses	Investment return since inception is 6.03% for your share class		
0.13% - Expense ratio			
0.71% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.30 annually per \$1000 invested	None		
Costs less than 93% of its 237 peers			
<b>Vanguard GNMA Adm</b> (VFIJX)   Vanguard   MF <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 02/12/2001	8.46% - Investment return	2.56% - Investment return	3.35% - Investment return
Oldest Share Class Inception: 06/27/1980	8.60% - Median peer return	2.12% - Median peer return	2.66% - Median peer return
	10.99% - Benchmark return	2.71% - Benchmark return	3.01% - Benchmark return
<u>Performance Benchmark</u>	Earned \$84.60 per \$1000 invested	Earned \$128.00 per \$1000 invested	Earned \$335.00 per \$1000 invested
BBgBarc US Government TR USD	Outperformed 41% of its 237 peers	Outperformed 91% of its 233 peers	Outperformed 93% of its 200 peers
Total Annual Investment Expenses	Investment return since inception is 4.48% for your share class		
0.11% - Expense ratio			
0.71% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.10 annually per \$1000 invested	None		
Costs less than 93% of its 237 peers			
<b>Short-Term Fixed Income</b>			
<b>Vanguard Short-Term Federal Adm</b> (VSGDX)   Vanguard   MF <a href="http://www.vanguard.com">www.vanguard.com</a>			
Your Share Class Inception: 02/12/2001	5.33% - Investment return	1.65% - Investment return	1.67% - Investment return
Oldest Share Class Inception: 12/31/1987	4.26% - Median peer return	1.20% - Median peer return	1.30% - Median peer return
	4.61% - Benchmark return	1.34% - Benchmark return	1.21% - Benchmark return
<u>Performance Benchmark</u>	Earned \$53.30 per \$1000 invested	Earned \$82.50 per \$1000 invested	Earned \$167.00 per \$1000 invested
BBgBarc US Govt 1-3 Yr TR USD	Outperformed 78% of its 103 peers	Outperformed 94% of its 103 peers	Outperformed 76% of its 92 peers
Total Annual Investment Expenses	Investment return since inception is 3.12% for your share class		
0.10% - Expense ratio			
0.62% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.00 annually per \$1000 invested	None		
Costs less than 92% of its 103 peers			
<b>International Fixed Income</b>			
<b>DFA World ex US Government Fxd Inc I</b> (DWFIX)   Dimensional Fund Advisors   MF <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 12/06/2011	11.92% - Investment return	5.10% - Investment return	N/Av
Oldest Share Class Inception: 12/06/2011	10.46% - Median peer return	3.52% - Median peer return	4.24% - Median peer return
	10.67% - Benchmark return	3.93% - Benchmark return	4.12% - Benchmark return
<u>Performance Benchmark</u>	Earned \$119.20 per \$1000 invested	Earned \$255.00 per \$1000 invested	
BBgBarc Global Aggregate TR Hdg USD	Outperformed 82% of its 98 peers	Outperformed 96% of its 73 peers	
Total Annual Investment Expenses	Investment return since inception is 5.05% for your share class		
0.20% - Expense ratio			
0.73% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.00 annually per \$1000 invested	Contractual expense waiver of 0.01%. Expires on 2020-2-28. Gross expense ratio is 0.21%.		
Costs less than 88% of its 106 peers			

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# Plan Options: Performance and Expenses (Cont.)

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>High Yield Fixed Income</b>			
<b>Vanguard High-Yield Corporate Adm (VWEAX)   Vanguard   MF</b>			<a href="http://www.vanguard.com">www.vanguard.com</a>
Your Share Class Inception: 11/12/2001	10.53% - Investment return	5.20% - Investment return	7.37% - Investment return
Oldest Share Class Inception: 12/27/1978	7.43% - Median peer return	4.09% - Median peer return	6.77% - Median peer return
	8.32% - Benchmark return	5.17% - Benchmark return	7.68% - Benchmark return
<u>Performance Benchmark</u>	Earned \$105.30 per \$1000 invested	Earned \$260.00 per \$1000 invested	Earned \$737.00 per \$1000 invested
ICE BofAML US High Yield TR USD	Outperformed 96% of its 724 peers	Outperformed 91% of its 619 peers	Outperformed 83% of its 475 peers
Total Annual Investment Expenses	Investment return since inception is 6.70% for your share class		
0.13% - Expense ratio	-----		
0.87% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.30 annually per \$1000 invested	None		
Costs less than 97% of its 742 peers	-----		
<b>Commodities</b>			
<b>DFA Commodity Strategy Institutional (DCMSX)   Dimensional Fund Advisors   MF</b>			<a href="http://www.dimensional.com">www.dimensional.com</a>
Your Share Class Inception: 11/09/2010	-1.99% - Investment return	-5.94% - Investment return	N/Av
Oldest Share Class Inception: 11/09/2010	-3.78% - Median peer return	-6.36% - Median peer return	-4.65% - Median peer return
	-5.01% - Benchmark return	-7.21% - Benchmark return	-2.69% - Benchmark return
<u>Performance Benchmark</u>	Lost \$19.90 per \$1000 invested	Lost \$297.00 per \$1000 invested	
Morningstar Lng-Only Cmdty TR USD	Outperformed 78% of its 130 peers	Outperformed 56% of its 108 peers	
Total Annual Investment Expenses	Investment return since inception is -5.50% for your share class		
0.32% - Expense ratio	-----		
1.03% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.20 annually per \$1000 invested	None		
Costs less than 94% of its 135 peers	-----		
<b>Stable Value / Money Market</b>			
<b>Vanguard Prime Money Market Investor (VMMXX)   Vanguard   MF</b>			<a href="http://www.vanguard.com">www.vanguard.com</a>
Your Share Class Inception: 06/04/1975	2.33% - Investment return	1.09% - Investment return	0.56% - Investment return
Oldest Share Class Inception: 06/04/1975	2.12% - Median peer return	0.87% - Median peer return	0.44% - Median peer return
	2.67% - Benchmark return	1.27% - Benchmark return	0.80% - Benchmark return
<u>Performance Benchmark</u>	Earned \$23.30 per \$1000 invested	Earned \$54.50 per \$1000 invested	Earned \$56.00 per \$1000 invested
ICE BofAML USD 3M Dep OR CM TR US	Outperformed 74% of its 237 peers	Outperformed 84% of its 193 peers	Outperformed 76% of its 181 peers
Total Annual Investment Expenses	Investment return since inception is 4.90% for your share class		
0.16% - Expense ratio	-----		
0.43% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.60 annually per \$1000 invested	None		
Costs less than 91% of its 252 peers	-----		

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## **Summary Plan Description (“SPD”)**

This is the official legal document that describes how the Plan operates and your rights as a Plan participant. In the event of a discrepancy between the SPD and any information contained in this enrollment kit or other material as may be distributed from time to time, the SPD shall control.

**ENDOSCOPIC SOLUTIONS, P.C. 401(K) PLAN**

**SUMMARY PLAN DESCRIPTION**

March 01, 2018

ENDOSCOPIC SOLUTIONS, P.C. 401(K) PLAN

SUMMARY PLAN DESCRIPTION

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## **INTRODUCTION**

Endoscopic Solutions, P.C. (the "Company") established the Endoscopic Solutions, P.C. 401(k) Plan (the "Plan") effective January 01, 2006. This Summary Plan Description describes the Plan as restated effective March 01, 2018.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

## **ELIGIBILITY FOR PARTICIPATION**

### Eligible Employee

You are an "Eligible Employee" if you are employed by Endoscopic Solutions, P.C. or any affiliate who has adopted the Plan.

### Elective Deferral Contributions, Safe Harbor Matching Contributions and Profit Sharing Contributions

You will become eligible to make Elective Deferral Contributions and receive Safe Harbor Matching Contributions and Profit Sharing Contributions on the a) first day of the first month of the Plan Year or b) first day of the seventh month of the Plan Year, coincident with or next following the date you attain age 21 and you complete one (1) Year of Eligibility Service, provided that you are an Eligible Employee on that date.

### Computing Service

With respect to eligibility to make Elective Deferral Contributions and to receive Safe Harbor Matching Contributions and Profit Sharing Contributions, "Year of Eligibility Service" means an Eligibility Computation Period during which you complete at least 1,000 hours of service.

"Eligibility Computation Period" means a 12-consecutive month period beginning with your first day of employment. Any succeeding Eligibility Computation Period will then switch to the Plan Year, beginning with the Plan Year that includes your first anniversary of employment. You will generally earn an hour of service for each hour you are paid for the performance of duties for the Company (however, numerous exceptions and special rules apply).

To the extent that the Plan uses the hours of service method to determine eligibility service, an employee who is not paid on a per-hour basis will be credited with one hundred ninety (190) hours of service for each month or partial month of service with the Company.

All eligibility service with the Company is taken into account.

If you make or receive eligible contributions you will be a "Participant" in the Plan.

## CONTRIBUTIONS TO THE PLAN

### Account

"Account" means all of the contributions, of whatever type, made to the Plan for a Participant, including the earnings and losses on those contributions.

### Elective Deferral Contributions

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferral Contributions. You may elect to defer up to 100% of your Compensation on a pre-tax basis. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferral Contributions during any calendar year (\$18,500 in 2018). However, if you are age 50 or over, you may defer an additional amount, called a "Catch-up Contribution", of up to \$6,000 (in 2018). The Internal Revenue Code may further restrict Elective Deferral Contribution elections by "highly compensated" Participants.

You may elect to start, increase, reduce or totally suspend your elections to contribute to the Plan effective as of each pay period.

The Plan Administrator may establish rules regarding the manner in which your elections are made. The rules may also require that certain advance notice be given of any election. Your election regarding Elective Deferral Contributions is only effective for Compensation you will receive in the future. The Plan Administrator may also reduce or totally suspend your election if the Plan Administrator determines that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

### Amount of Safe Harbor Matching Contributions

The Company will make a Matching Contribution on your behalf if you make a "Matched Employee Contribution" during the Plan Year. A "Matched Employee Contribution" is any Elective Deferral Contribution or Catch-up Contribution that you may make.

If you make a "Matched Employee Contribution" the Company will contribute a safe harbor Matching Contribution to your Matching Contribution Account in an amount equal to 100% of the Matched Employee Contributions that are not in excess of 4% of your Compensation.

### Allocation of Matching Contributions

Matching Contributions will be made to the Plan and allocated to the Matching Contribution Accounts of Participants at such times as determined at the discretion of the Company.

The Internal Revenue Code may also further restrict Matching Contributions for highly compensated employees.

### Profit Sharing Contributions

The Company may, in its sole discretion, make a Profit Sharing Contribution to the Plan on your behalf. You will be eligible to receive an allocation if you have completed at least 1,000 hours of service during the Plan Year and are employed by the Company on the last day of the Plan Year.

Please note that if you are an Eligible Employee and terminate employment with the Company due to death, disability or attainment of Normal Retirement Age you will be eligible to receive a Profit Sharing Contribution regardless of whether you meet any service requirement and/or last day requirement described in this Section.

Profit Sharing Contributions will be allocated to the Profit Sharing Contribution Accounts of each Participant eligible to share in such allocations after the end of the Plan Year. Such contributions will be allocated as follows:

(1) Profit-Sharing Contributions will first be allocated to each Participant's Profit Sharing Contribution Account in the ratio that the sum of such Participant's total Compensation plus his Excess Compensation (defined below) bears to the sum of all eligible Participants' total Compensation plus Excess Compensation, but not to exceed 5.7% of such sum;

(2) The balance, if any, remaining after the allocation in paragraph (1) will then be allocated to each Participant's Profit Sharing Account in the ratio that such Participant's total Compensation bears to all eligible Participants' total Compensation.

### Rollovers

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account. In general, any eligible rollover distribution will be accepted by the Plan; however, the Plan Administrator may establish procedures that regulate the method by which Rollover Contributions will be accepted.

### Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, your survivors may be eligible to receive benefits or service credit if you die while performing qualified military service.

### Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount (\$55,000 in 2018). In addition, contributions cannot exceed 100% of your total Compensation.

## Compensation

"Compensation" means most taxable income received from the Company as specified in IRS regulations. For any self-employed individual, Compensation will mean earned income. Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Company. For purposes of Elective Deferral Contributions, Safe Harbor Matching Contributions and Profit Sharing Contributions, Compensation will also include any amount you elect to defer on a tax-preferred basis to any Company benefit plan. For purposes of Safe Harbor Matching Contributions and Profit Sharing Contributions, Compensation will include only that compensation which is actually paid to you by the Company during that part of the Plan Year that you are eligible to participate in the Plan. For purposes of Elective Deferral Contributions, Safe Harbor Matching Contributions and Profit Sharing Contributions, Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.

No more than \$275,000 (in 2018) of Compensation may be taken into account in determining your benefits under the Plan.

For purposes of Elective Deferral Contributions, Safe Harbor Matching Contributions and Profit Sharing Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

## Excess Compensation

"Excess Compensation" means the amount by which your Compensation for a Plan Year exceeds the Social Security taxable wage base (\$128,400 in 2018).

## **VESTING**

### Elective Deferral Account, Rollover Contribution Account and Safe Harbor Matching Contribution Account

You are always fully (100%) vested in your Elective Deferral Account, Rollover Contribution Account and Safe Harbor Matching Contribution Account.

### Profit Sharing Contributions

Your interest in your Profit Sharing Contribution Account will vest based on your Years of Vesting Service (defined below) in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%

### Special Vesting Rules

You will become fully (100%) vested upon your attainment of Normal Retirement Age while an employee, your death while an employee or becoming disabled while an employee.

### Forfeitures

**If You Receive a Distribution.** If your employment with the Company terminates and you receive a distribution of the entire vested portion of your Account, you will forfeit the nonvested portion of your Account. If the value of your vested Account balance is zero, you will be deemed to have received a distribution of your Account.

**If You Do Not Receive a Distribution.** If your employment with the Company terminates and you do not receive a complete distribution of the vested portion of your Account, you will forfeit the nonvested portion of your Account after the date you incur five consecutive One-Year Breaks in Service.

**Reemployment.** If you receive or are treated as receiving a distribution and you resume employment, the amounts you have forfeited (if any) will be restored to your Account if you repay the full amount of the previous distribution before the earlier of five (5) years after the first date on which you are subsequently reemployed, or the date you incur five (5) consecutive One-Year Breaks in Service following the date of the distribution.

### Year of Vesting Service

"Year of Vesting Service" means a vesting computation period during which you complete 1,000 hours of service during the Plan Year. If you are not paid on a per-hour basis, you will be credited with one hundred ninety (190) hours of service for each month or partial month of service with the Company.

All of your Years of Vesting Service with the Company are counted except:

Years of Vesting Service before the Company maintained this Plan or a predecessor plan.

The vesting computation period is the Plan Year.

## **DISTRIBUTIONS**

## Commencement of Distributions

**Termination of Employment.** You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to Disability. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

**Late Retirement.** If you continue working for the Company after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. You generally may not begin distributions until the time specified in the section titled "Timing and Form of Payment" below.

**Death.** If you die, your beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

## Normal Retirement Age

"Normal Retirement Age" means the date you reach age 65.

## Timing and Form of Payment

**Distribution for Reasons Other Than Death.** If you become entitled to receive your benefit for any reason other than death your Account will be distributed in a lump sum payment. This is your normal form of payment. Payment of your vested Account may start as soon as administratively feasible with a final payment made consisting of any allocations occurring after your termination of employment. Your Account is payable in cash. If you do not choose a form of payment, the payment will be made in the form of a lump sum distribution.

**Distribution on Account of Death.** If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death.

If the Qualified Preretirement Survivor Annuity has been waived or is not required, as specified below, your beneficiary will be entitled to a distribution in any form that is available to you prior to your death.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, the remaining balance must be distributed by December 31 of the calendar year containing the fifth anniversary of your death.

## Cash Out

After your termination of employment with Company, if the vested amount of your Account balance does not exceed \$1,000 (or such lesser amount as determined by the Plan Administrator), your vested Account balance will be paid in a lump sum.

If the vested amount of your Account exceeds \$1,000, you must consent to any distribution of your Account. However, the Plan Administrator will commence distribution of your vested Account balance without your consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 70-1/2 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

### Beneficiary

You have the right to designate, in a written form acceptable to the Plan Administrator, one or more primary and one or more secondary beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole beneficiary unless he or she consents to the designation of another beneficiary. You may change your beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a beneficiary, or in the event that all designated primary and secondary beneficiaries die before you, the death benefit will be payable to your spouse, or if there is no spouse, to your children in equal shares, or if there are no children to your estate.

## **IN-SERVICE DISTRIBUTIONS AND LOANS**

### Hardship Withdrawals

**General Rule.** You may receive a distribution on account of hardship from all of your Accounts that are fully vested, except your Safe Harbor Matching Contribution Account. Certain earnings of your Elective Deferral Account may not be eligible for hardship distribution as well. Because the Plan is a safe harbor plan, you may not receive a distribution on account of hardship from your Matching Contribution Account to the extent it was used to help satisfy the requirements for a safe harbor plan.

**Immediate and Heavy Financial Need.** You may receive a hardship distribution only if the Plan Administrator finds that you have an immediate and heavy financial need where you lack other available resources. The following are the only financial needs considered immediate and heavy:

- (1) Expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- (2) The purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children or dependents;
- (4) The need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- (5) Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents; or

(6) Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

Hardship distributions may be made for certain expenses of your primary beneficiary in addition to your dependents. These expenses include those for medical, tuition, and funeral expenses. A person is your "primary beneficiary" if that person is named as a beneficiary under the Plan and has an unconditional right to all or a portion of your Account Balance upon your death.

**Amount Necessary to Satisfy Need.** A distribution will be considered as necessary to satisfy your immediate and heavy financial need only if:

- (1) You have obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Company;
- (2) Your Elective Deferral Contributions, if applicable, will be suspended for 6 months after the receipt of the hardship distribution; and
- (3) The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

#### Attainment of Age 59 1/2

You may receive a distribution after you reach age 59 1/2 from all of your Accounts that are fully vested.

#### Withdrawals at Any Time

You may receive a distribution from your Rollover Contribution Account at any time.

#### Deemed Severance Distributions

If you are a member of the military called to active duty for a period in excess of 30 days you may receive a distribution from the Plan while still employed from amounts attributable to Elective Deferral Contribution elections and Catch-up Contributions. Your Elective Deferral Contributions and Catch-up Contributions, if applicable, will be suspended for 6 months after the receipt of the Deemed Severance Distribution.

## Rules Regarding In-service Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the valuation date as of which such withdrawal is made. Such distributions will be paid in cash or in kind. Only Employees are eligible to receive in-service distributions.

## Loans

If you are an active employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan. The maximum amount of your loan is the lesser of:

- (1) \$50,000 minus the highest outstanding balance of loans in the past 12 months, or
- (2) one-half the present value of your vested Account balance.

Loans must be repaid over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit that, within a reasonable time (determined at the time the loan is made), will be used as your principal residence. The maximum loan term for a principal residence loan is 30 years.

You must repay a loan in accordance with the repayment schedule or you may make a full or partial prepayment. You may not refinance your loan. The loan will become payable in full on your termination of employment. The maximum number of loans outstanding at any one time is 1. The minimum loan amount is \$1,000. Payments will be made through payroll deduction from each regular paycheck.

Loan fees may be charged against the Account of the Participant to whom the loan is granted and the Plan Administrator may adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

## **INVESTMENTS**

### Participant Self Direction

**In General.** The Plan Administrator allows you to direct the investment of all of your Accounts. The Plan Administrator may establish uniform guidelines and procedures relating to Participant self-direction.

**Investment Elections.** You may direct the percentage of your Accounts to be invested in one or more of the available investment funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. After your death, your beneficiary may make investment elections as if the beneficiary were the Participant. However, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

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

#### Qualifying Employer Securities

The Trustee may not invest the assets of the trust fund in "qualifying employer securities" or "qualifying employer real property".

#### Voting Rights

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

#### Valuation Dates

Accounts are valued each business day.

### **SPECIAL TOP-HEAVY RULES**

#### Minimum Allocations

If the Plan is Top-Heavy, the Company will generally allocate a minimum of 3% of your Compensation to the Plan if you are a Participant who is (i) employed by the Company on the last day of the Plan Year and (ii) not a key employee.

The minimum benefits paid under this section will vest in the same manner as any Profit Sharing Contributions.

### **CLAIM PROCEDURES**

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

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

determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

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

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

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

**Determinations of Disability.** If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

## **YOUR RIGHTS UNDER ERISA**

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

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the

Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

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

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

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain

publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **MISCELLANEOUS**

### **Important Information about Your Account**

Account information can be accessed at any time online by logging into the Plan's participant website, located at [www.planlogin.com](http://www.planlogin.com). Periodic benefit statements are posted to the participant website after the close of each calendar quarter. These statements can be found under FORMS & REPORTS/REPORTS. Participants and beneficiaries may also request and obtain, free of charge, a paper version of their benefit statement.

### **Domestic Relations Orders**

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

### **Disability**

Under this Plan, you are disabled if you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment must be supported by medical evidence.

### **Assignment and Alienation of Benefits**

Except as provided below, your Account is held in trust and cannot be assigned and, to the extent permitted by law, is not subject to any form of attachment, garnishment, sequestration or other actions of collection. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary.

However, you may lose all or part of your balance:

- pursuant to the terms of a QDRO;
- to comply with any federal tax levy; or
- to comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

### Amendment and Termination

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

### Insurance

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

### Administrator Discretion

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

### Plan Not a Contract of Employment

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

### Waiver

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

### Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

## **ADMINISTRATIVE INFORMATION**

1. The Plan Sponsor and Plan Administrator is Endoscopic Solutions, P.C.  
  
Address: P.O. Box 251993, West Bloomfield, MI 48325  
Phone number: 248-625-4055  
Employer Identification Number: 20-4090531
2. The Plan is a 401(k) profit-sharing plan. The Plan number is 001.
3. The Plan's designated agent for service of legal process is the President of the corporation named in item 1. Any legal papers should be delivered to such person at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.
4. The Plan's assets are held in a trust created under the terms of the Plan. The Trustee is Matrix Trust Company. Its principal place of business is 717 17th Street, Suite 1300. Denver, CO 80202.
5. The Company's fiscal year and the Plan Year end on December 31.
6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the Plan upon written request to the Plan Administrator (this list is also available for examination by participants and beneficiaries); you may also receive from the Plan Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a plan sponsor, the sponsor's address.

## Fees Addendum

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include the following:

The Plan may charge all Participants for the expenses of receiving a distribution following termination of employment (if applicable to the Participant) in the following manner: \$50.

The Plan may charge all Participants for the expenses of determining required minimum distributions (if applicable to the Participant) in the following manner: \$50.

The Plan may charge all Participants for the expenses of receiving a hardship withdrawal (if applicable to the Participant) in the following manner: \$50.

The Plan may charge all Participants for the expenses of receiving an in-service withdrawal other than hardship (if applicable to the Participant) in the following manner: \$50.

The Plan may charge all Participants for the expenses of processing a domestic relations order (if applicable to the Participant) in the following manner: \$150.

If you obtain a loan, the Plan may charge an initial loan processing fee of \$50 and an ongoing loan maintenance fee of \$50 annually.

Fees listed above are subject to change. Please check with the Plan Administrator to be sure you have a current fee listing.