### LONGVIEW WELLNESS CENTER, INC. DBA WELLNESS POINTE 403(B) PLAN

### SAFE HARBOR NOTIFICATION TO ELIGIBLE EMPLOYEES

# **UPDATED FOR AMENDMENT EFECTIVE APRIL 23, 2020**

This is an annual notice and only applies to the Plan Year beginning on January 1, 2020.

This notice covers the following points:

- How much you can contribute to the Plan;
- What other amounts the Employer will contribute to the Plan for you; and
- When your Plan account will be vested (that is, not lost when you leave your job), and when you can receive a distribution of
  your Plan account.

You can find out more information about the Plan in the Plan's Summary Plan Description. You can obtain a copy from the Plan Administrator.

### I. Employee deferral contributions

You are allowed to defer a portion of your compensation each year instead of receiving that amount in cash. These amounts are referred to as deferrals and are held in an account for your behalf. When you are permitted to take a distribution from the Plan, you will be entitled to all of your deferrals, as adjusted for any gains or losses. The type of compensation that may be deferred under the Plan is explained in the section of the Summary Plan Description entitled "What compensation is used to determine my Plan benefits?" (this is in the Article entitled "COMPENSATION AND ACCOUNT BALANCE").

If you are projected to attain age 50 during a calendar year, then you may elect to defer additional amounts (called Age 50 "Catch-Up Deferrals") to the Plan. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

If you have completed at least 15 years of service with the Employer, and the Employer is a "qualified organization," you may make "Qualified Organization Catch-Up Deferrals" which exceed the elective deferral limit. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

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

You may make either Regular 403(b) deferrals (pre-tax) or Roth 403(b) deferrals (after-tax). Your election regarding the amount and type of deferrals is irrevocable with respect to any deferrals already withheld from your compensation. If you make Regular 403(b) deferrals, your deferrals are not subject to income tax until distributed from the Plan. If you make Roth 403(b) deferrals, your deferrals are subject to income tax at the time of deferral. The Roth 403(b) deferrals, however, are not taxed when you receive a distribution from the Plan. In addition, if you satisfy certain distribution requirements (see the Section below entitled "Distribution provisions"), then the earnings on the deferrals will not be subject to income tax when distributed from the Plan. Both types of deferrals are subject to Social Security taxes at the time of deferral. Your Employer will deduct the Social Security taxes, and in the case of Roth 403(b) deferrals will deduct income taxes, from your remaining compensation.

# II. Employer Safe Harbor Contribution Election

To help you make an informed decision on the level of your own elective deferral contributions, if any, your Employer must inform you about the contributions it will make to the Plan. Your Employer has elected to make the contribution described below:

Safe Harbor Matching Contribution. In order to maintain "safe harbor" status, the Employer will make a safe harbor matching contribution equal to 100% of your elective deferrals that do not exceed 3% of your compensation plus 50% of your elective deferrals between 3% and 5% of your compensation. This safe harbor matching contribution is 100% vested.

For purposes of calculating this safe harbor matching contribution, your compensation and elective deferrals will be computed for each payroll period.

Eligible Participants. In general, Participants who are eligible to make elective deferrals to the Plan are entitled to the safe harbor contribution. However, the following Participants are not eligible for the safe harbor contribution:

 employees who have not satisfied the following eligibility conditions: The eligibility conditions applicable to Employer Contributions.

# III. Other Employer Contributions

In addition to the above, other contributions may be made to the Plan. You should review the Article in the Summary Plan Description entitled "EMPLOYER CONTRIBUTIONS" for details regarding these other contributions.

### IV. Suspension or reduction of safe harbor matching contribution

The Employer retains the right to reduce or suspend the safe harbor matching contribution under the Plan. If the Employer chooses to do so, you will receive a supplemental notice explaining the reduction or suspension of the safe harbor matching contribution at least 30 days before the change is effective. The employer will contribute any safe harbor matching contribution you have earned up to that point. At this time, the Employer has no such intention to suspend or reduce the safe harbor matching contribution.

#### V. Vesting

The following is a general explanation of the vesting provisions of the Plan. More details can be found in the Article of the Summary Plan Description entitled "VESTING."

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- · elective deferrals including Roth elective deferrals and catch-up contributions
- rollover contributions

Thus, you are always entitled to all amounts in your accounts.

### VI. Distribution provisions

The Plan and law impose restrictions on when you may receive a distribution from the Plan. Below is general information on when distributions may be made under the Plan. Also, at the time you are entitled to receive a distribution, the Plan Administrator will provide you with a notice explaining the rules regarding the taxation of the distribution. Please see the Summary Plan Description for further details.

You might be able to receive a distribution of some or all of your accounts in the Plan when you terminate employment with your Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Article in the Summary Plan Description entitled "DISTRIBUTIONS UPON DEATH."

If you terminate employment and your vested benefit exceeds \$5,000, you will be entitled to a distribution within a reasonable time after your termination. You must consent to this distribution.

If you terminate employment, and the value of your vested benefit does not exceed \$5,000, then a distribution will automatically be paid to you even if you do not consent. Such distribution will be paid to you within a reasonable period of time after your termination of employment.

You may also withdraw money from the Plan from certain accounts if you have reached normal retirement age or if you incurred a financial hardship. However, there are various rules and requirements that you must meet before any withdrawal is permitted. See the Article in the Summary Plan Description entitled "DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT" for more details.

You may withdraw money from your rollover account at any time. See the Article in the Summary Plan Description entitled "DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT" for more details.

Qualified reservist distributions. If you: (i) are a reservist or National Guardsman; (ii) were/are called to active duty after September 11, 2001; and (iii) were/are called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature federal distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

## VII. Administrative procedures for affirmative elections

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. The procedure will require that you enter into a written salary reduction agreement after you satisfy the Plan's eligibility requirements. Your election will become effective as soon as administratively feasible. Your election will remain in effect until you modify or terminate it.

You may revoke or make modifications to your salary deferral election in accordance with procedures that the Plan Administrator provides.

In addition to any other election periods provided above, you may make or modify a deferral election during the 30-day period immediately preceding the Plan Year for which this notice is being provided. For the Plan Year you become eligible to make deferrals, you may complete a salary deferral agreement during a 30-day period that includes the date you become eligible.

If you decide to start or change your elective deferral, you must complete the salary reduction agreement and return it to the Plan Administrator.

### VIII. Investments

Right to direct investment/default investment. You have the right to direct the investment of your accounts in any of the investment choices explained in the investment information materials provided to you.

We encourage you to make an investment election to ensure that amounts in the Plan are invested in accordance with your long-term investment and retirement plans. However, if you do not make an investment election, then the amounts that you could have elected to invest will be invested in a default investment that the Plan officials have selected.

### IX. Employer's right to terminate Plan

Pursuant to the terms of the Plan, your Employer has the right, at any time, to terminate the Plan. Termination of the Plan will result in the discontinuance of all contributions to the Plan (including the safe harbor 403(b) contribution) with respect to any compensation you receive after the effective date of the termination. Termination of the Plan will not affect your right to receive any contributions you have accrued as of the effective date of the termination.

#### X. Maximum annual amount that can be contributed

The law imposes a limit on the amount of contributions (both Employer contributions and elective deferrals, but excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2020, this total cannot exceed the lesser of \$57000 or 100% of your includible compensation (generally your compensation for the prior 12 month period). After 2020, the dollar limit might increase for cost-of-living adjustments. Your includible compensation for purposes of this limit is limited for 2020 to \$285000. After 2020, the dollar limit for includible compensation might increase in future years for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on contributions made to this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the Plan from your gross income for tax purposes.

## XI. Additional information

This notice is not a substitute for the Summary Plan Description. The provisions of the Plan are very complex and you should always look at the Summary Plan Description if you have any questions about the Plan. If, after reading the Summary Plan Description, you still have questions, contact the Plan Administrator.

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

Contact:	Longview Wellness Center, Inc. dba Wellness Pointe
Address:	1107-A East Marshall Avenue
	Longview, Texas 75601
Telephone:	903.758.2610

You can find specific information about your account at www.BenefitsForYou.com.