THE BROASTER COMPANY

401(k) PROFIT SHARING PLAN
SUMMARY PLAN DESCRIPTION

Effective January 1, 2024

v.20240101.1

TABLE OF CONTENTS

ADMINISTRATOR INFORMATION:

Company:	The Broaster Company, LLC and The Broaster Company 2855 Cranston Road Beloit, WI 53511 EIN: 39-1708145
Trustees:	Jay F. Cipra, Mark Krueger, Stephen T. Boomershine c/o The Broaster Company, LLC 2855 Cranston Road Beloit, WI 53511 EIN: 39-1708145
Plan Administrator: (and Agent for Service of Legal Process)	The Broaster Company, LLC 2855 Cranston Road Beloit, WI 53511 (800) 365-8278
Type of Plan:	Defined Contribution 401(k) Plan
Plan's ID number:	001
Plan Year:	Calendar year beginning January 1st ending December 31st
Administrative Contact:	Mark Krueger The Broaster Company, LLC 2855 Cranston Road Beloit, WI 53511 Direct: 608.312.2928 Office: 800.365.8278 mkrueger@broaster.com
Third-Party Plan Administrator:	Compensation & Capital Administrative Services, Inc. info@planspecs.com
Plan's Dedicated Website:	www.planspecs.com/broaster

PLAN PURPOSE:

The Broaster Company, LLC and The Broaster Company (termed the "Company" throughout this summary), created this 401(k) plan (the "Plan") on October 1, 1991. This Summary Plan Description ("SPD") is a summary of the Plan Document as updated by its various restatements and amendments culminating in the Plan Document's current version dated January 1, 2022. Information contained in this SPD is current through and including January 1, 2024.

The Plan is intended for the exclusive benefit of its participants and beneficiaries. The Plan is designed to help you accumulate funds for retirement in a tax-favored manner.

The SPD generally describes benefit provisions under the Plan as officially and comprehensively provided for in the Plan Document. If there are any discrepancies between descriptions contained in this SPD as compared to the Plan Document, the Plan Document will govern.

The Plan's online administration including participant secure login for completion of all the Plan's administrative forms is available on the Plan's dedicated proprietary website: www.planspecs.com/broaster. Secure login privileges are initiated by the participant's email contact with the TPA at info@planspecs.com. The website contains the most comprehensive set of information (both Plan-specific as well as investment-centric) available anywhere. Though any personal information is secured under the site's password-protected areas, the majority of the website can be accessed without clearing its security.

PLAN OVERVIEW:

Eligibility:

In general, all Employees are eligible to participate in the Plan effective the first day of the first calendar quarter after they have attained age 21 and been credited with at least 1,000 hours of employment service within their first twelve months of employment. If you do not work at least 1,000 during your first twelve months of employment, you may satisfy the 1,000 hours employment service requirement during any calendar year subsequent to your hire date.

However, the following types of employees or workers are excluded from participation in the Plan:

- Leased employees
- Non-resident aliens

If you were previously excluded from participation in the Plan and subsequently became an eligible employee, the date that you became eligible will be considered your first day of participation for Plan purposes.

Your participation will begin on the first pay date subsequent to the January 1st, April 1st, July 1st, or October 1st that you become eligible to participate. You initiate your participation in the Plan by delivering a completed **"Participant's Original Deferral Agreement"** and a **"Beneficiary Designation"** to the Plan's Administrative Contact. Your enrollment process is further detailed below under the heading "How to Contribute".

Tax Savings:

The Plan's IRS-qualified tax status means that income taxes that would normally be due against your payroll contribution savings and investment earnings are deferred to a future date. Amounts that you elect to contribute to the Plan from your paycheck are not taxable to you for income tax purposes until you access them as distributions from your Plan account. However, these amounts are still considered to be "wages" for FICA and Medicare tax purposes.

Likewise, amounts contributed to the Plan by the Company on your behalf are not taxable to you for income tax purposes until distributed to you from the Plan.

How to Contribute:

To begin contributing to the Plan, a **"Participant's Original Deferral Agreement"** and a **"Beneficiary Designation"** must be completed. Contributions to the Plan are made through payroll deduction. Investment designations stipulated by you cover both your contributions and Company matching contributions made on your behalf. Completed forms must be received by the Plan's Administrative Contact at least eight business days prior to the payroll date of your first contribution. You must complete and submit the **"Participant's Original Deferral Agreement"** whether or not you elect to initiate payroll contributions to the Plan.

If during your employment you are called to active duty in the service of any branch of the U.S. military or Coast Guard and you return to employment at the end of such service, you will have certain rights to make contributions attributable to the period of your military service. Should this apply to you, further information will be supplied at the time of your return to employment at the Company.

You may rollover tax-deferred distributions that you receive from another qualified retirement plan (such as another 401(k) plan, pension or profit sharing plan, 403(b) plan or governmental 457(b) plan). You should contact the Plan's TPA for specific instructions. Acceptance of rollover contribution requests are be subject to the approval of the TPA.

Limits on Your Contributions:

You may contribute any portion of your Compensation (defined as W-2 wages exclusive of 'non-pay' amounts such as expense reimbursements or wage garnishments.)

For 2024, your payroll deduction contribution is limited by the IRS to $23,000. *The Company match is not included in your payroll deduction contribution IRS limit.* Your payroll deduction contribution rate election must be made in whole percentage only. (No fractional percentages or fixed dollar deferral rates will be accepted.)

Individuals turning age 50 during the Plan year or are age 50 and over may make additional payroll deduction contributions up to IRS maximums as follows: $7,500 in 2024. *Once again, the Company match is not included in your payroll deduction contribution IRS limit.*

Contributions by the Company:

For many years, the Plan has provided for a Company contribution in the form of an employer match to your payroll deduction contributions. Prior to January 1, 2017, this matching was termed a "Discretionary Employer Matching Contribution." Subsequent to December 31, 2016, this match is termed a "Traditional ADP Safe Harbor Basic Matching Contribution." Hereinafter we will refer to this match as the "Safe Harbor Matching Contribution."

The 'Safe Harbor Matching Contribution' provides two distinct enhancements over its predecessor ‘Discretionary Employer Matching Contribution’ for the same group of all eligible Employees:

- The ‘Safe-Harbor Matching Contribution’ computation allows eligible Employees to attain the Company’s legacy maximum 4% of compensation employer matching contribution by making a payroll deduction contribution to the Plan of only 5% of compensation. The legacy ‘Discretionary Employer Matching Contribution’ required a payroll deduction rate of 8% to attain its 4% employer matching maximum.

- The ‘Safe-Harbor Matching Contribution’ is immediately 100% vested to your benefit upon deposit to your Plan account. Your distributable right to the legacy ‘Discretionary Employer Matching Contribution’ was (and remains) subject to a vesting schedule that required six years of employment service to attain 100% vesting.

Though both types of matching contributions are legally-speaking, discretionary at the choice of the Company’s management, the new ‘Safe Harbor Matching Contribution’ is required by the IRS and DOL (Department of Labor) to provide <u>all</u> Employees the right to make payroll deduction contributions to the full extent of IRS dollar limitations as detailed above. In fact, absent the Company’s continuation of the Safe-Harbor Matching Contribution for each <u>entire</u> Plan year, certain Highly-Compensated Employees would be subject to lower annual dollar limits for their payroll deduction contributions.

Furthermore, the Company is required by the IRS to notify all eligible Employees of its intention to make the ‘Safe-Harbor Matching Contribution’ annually within 30 to 90 days prior to the beginning of the following Plan year.

The ‘Safe-Harbor Matching Contribution’ is computed as a dollar-for-dollar match of your payroll deduction contributions up to 3% of each paycheck’s compensation plus an additional 50¢ on-the-dollar match of your payroll deduction contributions between 3% and 5% of each paycheck’s compensation. Here are a few examples of application of the Safe-Harbor Matching Contribution computation. All examples assume an employee has met the Plan’s eligibility service requirements as described above in the Eligibility section.

<u>Example 1</u>: J. Smith's paycheck compensation for this payroll is $1,461.38. Smith has authorized a 3% payroll deduction contribution from his wages = $43.84. His Safe-Harbor Matching Contribution will be a dollar-for-dollar match of his salary reduction contribution = $43.84. The sum of these two amounts ($43.84 + $43.84 = $87.68) will be deposited to his Plan account on or shortly after the paycheck date.

<u>Example 2</u>: J. Smith's paycheck compensation is $1,461.38. However, Smith has recently authorized an increase to his payroll deduction contribution from 3% to 5%, now equivalent to $73.08. His Safe-Harbor Match Contribution will be computed as: a dollar-for-dollar match of the first 3% of his authorized deduction amount (3% of $1,461.38 = $43.84) PLUS an additional 50¢ on-the-dollar match on the next 2% of his authorized deduction amount (2% of $1,461.38 times 50% = $14.61) for a total employer Safe-Harbor Match Contribution of $58.45 ($43.84 + $14.61). The sum of these two amounts ($73.08 + $58.45) will be deposited to his Plan account on or shortly after the paycheck date.

<u>Example 3</u>: J. Smith's paycheck compensation is $1,461.38. However, Smith enrolls with

his payroll deduction contribution rate set at 7% = $102.30. His Safe-Harbor Match Contribution amount remains identical to the amount in Example 2, $58.45, since payroll deduction rates over 5% do not receive an employer Safe-Harbor Match Contribution. His total Plan account deposit using this 7% rate example would be $160.75 ($102.30 + $58.45).

The Future of Safe-Harbor Matching Contributions to Your Plan:

The Plan's 'Safe-Harbor Matching Contribution' was structured to insure that all Employees would be given the right to contribute as high a percentage of their Compensation to the Plan as permitted by law. To accomplish this, the Plan is now required by IRS regulations to make the 'Safe-Harbor Matching Contribution' for each future entire Plan Year as well as to abide by all other requirements specific to 'Safe-Harbor' rules.

However, the Safe-Harbor Matching Contribution itself is not <u>required</u> by law. In fact, a 'Safe-Harbor Matching Contribution' Plan provision may, under IRS law, be amended by the Company during any Plan year to reduce or even eliminate it. In that event, employees must be notified in writing of the change at least 30 days beforehand. Any and all Safe-Harbor Matching Contributions credited before the change date would remain in participants' Plan accounts, fully vested.

That said, the Company has every intention to continue the Plan in compliance with the Safe-Harbor rules by continuing the 'Safe Harbor Matching Contribution' for the foreseeable future.

Investment Elections:

You may change the investments choices on ***existing funds*** any time by completing a **"Current Account Balance – Investments Remix Request"** and submitting it to the TPA via either email to info@planspecs.com or fax to 847-433-0139. To simplify your investing responsibilities, investment choices cover the aggregate of all contributions (yours, rollovers, and matching) in your Plan account. More information on procedures for investing changes is available in the *"Plan Investing"* section of the Plan's dedicated website www.planspecs.com/broaster.

You may change your investment choices for your ***future contributions*** any time. Complete a **"Future Contributions – Deferral Rate <u>and</u>/<u>or</u> Investment Mix Change Request"** and submit it to the TPA via either email to info@planspecs.com or fax to 847-433-0139. Your request will be processed as soon as practicable for the next contributions deposit date.

Plan Expenses:

Operating expenses of the Plan (accounting, administration, asset custody and legal) are paid for 100% by the Company.

Participants requesting loans will be charged an initiation fee and an annual transaction fee as detailed in the loan's documents and this SPD's "Loans" section.

Internal operating expenses of each mutual fund available for participant investment are extracted from the participant's share balance in that fund directly by the mutual fund company as detailed in the fund's prospectus. Prospectuses detailing these fees (termed "Operating Expense Ratios" or OER's in the mutual fund world) are available in the "Plan Investing" section of the Plan's dedicated website www.planspecs.com/broaster.

The Trustees' investment consultant's fees are also 100% paid by the Company.

Vesting:

You are immediately and permanently 100% vested in your payroll deduction contributions (the amount you choose to contribute from your Compensation each pay date), your 'Safe-Harbor Matching Contributions' as well as any rollover contributions (funds you have transferred from a prior eligible plan to this Plan). Amounts credited to each of these contribution accounts as investment earnings are also 100% vested to your distributable benefit.

'Discretionary Employer Matching Contribution' (pre-2017) previously credited to your Plan account continue to be subject to a vesting schedule. Employees vest 20% for each credited Year of Service after reaching two Years of Service. Employees receive credit for one Year of Vesting Service for the first year (12-month period starting with their employment date or 21st birthday) of employment, and one Year of Vesting Service for each Plan Year (calendar year) thereafter during which they complete at least 1,000 Hours of Service.

Therefore, participants will generally become fully vested in their Discretionary Employer Matching Contribution account after 6 years of employment with the Company.

Additionally, under the following scenarios, you will be 100% vested for purposes of any Discretionary Employer Matching Contribution account upon:

- reaching age 65, or
- your becoming permanently and totally disabled, or
- your death.

Naming of a Beneficiary:

Name the beneficiary of your Plan account by completing and filing a **"Beneficiary Designation"** form with the Plan's Administrative Contact. You may name more than one person as a beneficiary and you may also name certain kinds of estate planning trusts as a beneficiary. You have the right at any time to change any such designation or to substitute another beneficiary or beneficiaries.

If you are married and you want to name someone other than your spouse as your beneficiary, you must obtain your spouse's written consent duly notarized or witnessed by a Plan representative on your **"Beneficiary Designation"** form. Any consent by a spouse to the designation of another beneficiary will only apply to that spouse. For example, if you divorce and remarry, the consent by your first spouse to the designation of a non-spouse beneficiary is not binding on your second spouse. If you wish to name a non-spouse beneficiary (such as the children from your first marriage), then your second spouse must consent in writing to that designation.

Subject to the consent requirements for married participants, you can change your beneficiary at any time. This must be done in writing with appropriate consent, if applicable, and filed with the Plan's Administrative Contact on a **"Beneficiary Designation"** form. Any change is not valid until received and accepted by the Plan's Administrative Contact and it must be received prior to your death.

If upon your death there is no valid designation of a beneficiary on file, the Plan provides that your benefits will be paid in the following order of priority:

- to your surviving spouse.
- to your surviving children, including surviving adopted children, per stirpes.
- to your surviving parents, in equal shares.
- to your estate.

The Plan Administrator generally must follow the instructions of the last "**Beneficiary Designation"** form on file. Therefore, if your family situation changes (you marry, become separated, or divorce) you should consider updating your "**Beneficiary Designation"** form.

At the time of your death, your funds may be subject to federal or state death taxes, depending on the total value of all your assets at that time and your designation of beneficiary.

The Company, the Trustees, the TPA or the Administrative Contact are prohibited by law to provide you with tax advice. You are encouraged to consult with a tax advisor before electing a beneficiary or requesting a withdrawal or distribution.

Transfer of Interest:

Generally, you may not transfer your interest in the Plan. You may not sell it, use it as collateral, or otherwise give it away. Generally speaking, your creditors may not attach or garnish your interest in the Plan. However, there are two circumstances where this general prohibition against assignments does not apply:

- The Plan Administrator may be required to use some or all of your benefits to pay court ordered alimony or spousal support, child support, or to otherwise transfer assets directly to a spouse, former spouse, child or other dependent. The court order (a document called a 'Qualified Domestic Relations Order' or 'QDRO') must follow a certain form and contain certain information. The Plan Administrator will determine whether the court order must be followed. Any expenses incurred by the Company, the Plan Administrator or the TPA to review or process your QDRO will be assessed against your Plan account. It's therefore advisable that any initiation of legal proceedings that could culminate in a QDRO be fully communicated to the Plan Administrator and/or the TPA to insure the most cost efficient execution of the QDRO.

- If you are indebted to the Plan for a loan when a benefit becomes payable to you or a beneficiary, the Plan Administrator may direct that the indebtedness be first satisfied before any benefits are paid.

- In some circumstances, your account may be levied upon by the IRS to collect unpaid taxes.

Notification of Account Status:

As soon as administratively feasible, and normally within three weeks after the end of each calendar quarter, you will receive a written statement of your Plan account activity mailed to your home. Be sure to keep the Plan's Administrative Contact current as to your home address, especially if you decide to maintain an account in the Plan subsequent to your active employment with the Company.

Your quarterly statement will reflect, among other details:

- your contributions,
- contributions by the Company,
- rollover contributions,
- your vested Plan balance,
- investment mix details,
- investment earnings and losses,
- distributions,
- withdrawals,
- loans,
- loan repayments.

You MUST notify the TPA as soon as possible of any discrepancies you believe may have transpired in your account. Errors discovered subsequent to 90 days from the date of the applicable quarterly participant statement mailing date will normally not be corrected.

HOW TO ACCESS YOUR FUNDS:

In General:

While you are still employed by the Company, you may access your funds:

- *through a Loan,*
- *through a Hardship Withdrawal - limited to your contributions and rollovers, or*
- *after you reach age 59 ½.*

After your termination from the Company, you may access your funds at any time:

- *by requesting a taxable distribution to yourself,*
- *by requesting a tax-deferred rollover to another qualified plan or IRA.*

Your beneficiary may access your funds:

- *In the event of your death.*

You must begin accessing your funds:

- *When you reach age 72 and are no longer employed by the Company.*
- *If an owner of the Company, when you reach age 72 regardless of continued employment by the Company.*

Loans:

Loans may be available to qualified Participants who are currently employed by the Company. Loans are distributed at the discretion of the Plan Administrator on a non-discriminatory and uniform basis. The Plan Administrator will establish rules about the availability of Plan loans and the terms for repayment. To apply for a loan, request a **"Loan Application"** form from the TPA at info@planspecs.com. Review the form's "Terms and Conditions for Plan Loans" and complete the application. Participants who are married at the time of loan application must obtain notarized signature consent of their legal spouse on the **"Loan Application".** Submit your completed form to the TPA by email to info@planspecs.com or by fax to 847-433-0139. Upon approval of your **"Loan Application"**, the TPA will email you a "Loan Disclosure" and "Promissory Note" for your review, completion with signatures and return to the TPA.

If you are married, your spouse must consent with notarized signature on the Application.

In general, all Plan loans must meet the following requirements:

- The loan must be secured by adequate property or other security that is acceptable to the Plan Administrator. Ordinarily, this may be up to 50% of your Account's vested balance. However, you may not use your Account as security for a loan from a lender other than the Plan.
- A fixed initiation fee of $100 will be charged by the TPA to initiate a new loan or $150 to initiate a refinance of an existing Plan loan. An annual administration fee of $50 per year each December 15th that the loan is outstanding. The initiation fee will be taken from your requested face value. The annual fee will be extracted from your Plan account balance.
- The Plan sets the loan interest rate in accordance with the Wall Street Journal's Prime Rate at the time of the loan, plus 1%. The Plan Administrator will fix the interest rate at the time of your loan (or refinance.) Once set, your interest rate will not change over the term of your loan.
- The loan will be for a definite term and in all events must be repaid prior to receiving any distribution of benefits from the Plan should your employment with the Company terminate.
- The maximum term is 5 years. Equal payments on a payroll-by-payroll basis via payroll deduction will be made in an amount that will fully retire the loan over its scheduled term.
- Loans will not be made in an amount greater than 50% of your accrued vested benefit, or $50,000, as adjusted, whichever is less. The $50,000 limitation will be reduced by the greatest Plan loan balance, accrued interest and costs outstanding at any time during the previous 12 months. The minimum amount of any loan will be $1,000.
- You may only have one loan outstanding at any time and you may only be granted one loan (including a refinance) within any 180 day period.
- Outstanding loans may be refinanced provided that the refinance complies with all requirements detailed above and the term of the refinanced loan does not exceed the term of its original loan. Refinanced loans bear the interest rate in effect at the time of the

refinance initiation.

When you receive a loan, you are not taxed on the amount of the loan proceeds. The Company will deduct your loan repayments directly out of your paychecks. The funds used to repay the loan are subject to all income tax withholding and payroll taxes. This is different than tax treatment your payroll deduction contributions, which are deducted from your Compensation on a pre-tax basis for purposes of income tax withholding.

If your employment terminates or if you otherwise are determined to be in default in making your required loan repayments, your loan will become due in full. You will be allowed to repay all or any portion of your outstanding loan balance and accrued interest provided that you complete that repayment processing with the TPA prior to the last business day of the calendar quarter subsequent to the calendar quarter in which your employment terminates. If, after this grace period expires, any portion of the loan remains outstanding, the Plan Administrator will initiate the process by which the outstanding loan balance will be designated a “constructive taxable distribution.” As a result, the unpaid balance will be treated as if it had been distributed to you in cash. If you are then under age 59½, the outstanding loan balance distribution will also be subject to a premature distribution tax penalty. The following January, you and the IRS will receive a Form 1099R reporting the distribution as taxable income in the year of the default. No tax withholding is required on a loan default distribution unless it is combined with a further distribution of your Plan account’s investment balance.

While on Military Duty:

If you are on a leave of absence from the Company due to active military service, then your loan cannot be declared in default during such period. If you return to employment with the Company after your military service is completed, the Plan Administrator will inform you how to resume payments on your loan.

If you are delinquent on a payment for more than 31 days (due to a military leave of absence), then you must cure this default in order to bring your loan back into good standing. This can be done by either (a) increasing your payroll deduction authorization for the amount of the delinquent payment, or (b) by making a payment of the delinquent amount from other sources of funds. If a default is not cured by the end of the calendar quarter following the quarter in which the next scheduled repayment was due, then the Plan Administrator is required to declare your loan to be in default.

Withdrawals Due to Financial Hardship: (for active employees only)

A withdrawal due to Financial Hardship is limited to the portion of your funds that are attributable to your own elective contributions and rollover funds. You should contact the TPA who will provide you with a **“Hardship Withdrawal Application”** form. Any hardship withdrawal will require the written consent of your spouse if you are married at the time of the request.

The only forms of immediate and heavy financial need that will support a request for a hardship withdrawal are the following:

- To pay for medical expenses (as defined in Internal Revenue Code section 213) for yourself, your spouse or your dependents (as defined in Internal Revenue Code section

152) which are not otherwise covered by insurance or a similar arrangement.

- To purchase your primary residence (excluding mortgage payments).
- To prevent an eviction from your primary residence or a foreclosure upon a mortgage or deed of trust secured by your primary residence.
- To pay for tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education for yourself, your spouse, your children or other dependents (as defined in Internal Revenue Code section 152).
- Payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents, or
- Expenses for repairing damages to your principal residence that would qualify for a casualty deduction (as defined in Internal Revenue Code Section 165) without regard to whether the loss exceeds 10 percent of your adjusted gross income for federal tax purposes.
- Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by FEMA provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

A hardship withdrawal will not be available unless you can demonstrate to the TPA that you have an immediate and heavy financial need. In general, this means you must meet ***all*** of the following requirements:

- The amount to be withdrawn is not in excess of the amount of your immediate and heavy financial need, including amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the hardship distribution.
- You have not been granted a Hardship Withdrawal from this Plan at any time during the current calendar year.
- You have already obtained your maximum available loan from this Plan.

Hardship withdrawals are subject to income tax and an additional 10% federal early withdrawal penalty if you are under age 59½ . Hardship withdrawals are not eligible for tax-deferred rollover to an IRA account or to another qualified retirement plan.

Withdrawals After Age 59½: (for active employees only)

The Plan also provides that you may withdraw funds while still employed by the Company after you attain age 59½. These withdrawals are subject to 20% income tax withholding. Withdrawals taken after you reach age 59½ are *not* subject to the additional 10% federal early withdrawal penalty. This right of withdrawal after age 59½ extends to any portion of your Plan balance that is then 100% vested.

Withdrawals Upon Reaching Age 72: (for active employees only)

If you continue your employment with the Company after attaining age 72 (provided you are not an owner of the Company) you should decide if you will begin taking annual installments of your Plan account balance (termed ‘Required Minimum Distributions’- RMD’s - by the IRS) over your projected remaining life, or if you will delay these RMD’s until you terminate your employment at the Company. There is no requirement that such employees formally waive these payments while still employed by the Company. Withdrawals for purposes of RMD’s are subject to income tax but income tax withholding is at the election of the recipient. In the absence of the participant’s request for withholding, the Plan Administrator must withhold, by default, at a rate of 10% for federal income tax. State income tax rules vary by state jurisdiction. Consult your tax advisor.

Death or Disability:

If you die or become permanently and totally disabled while in the employ of the Company, you will become 100% immediately vested in your entire Plan account and you (or, in the event of your death, your beneficiary) will be entitled to receive a complete distribution of your Plan account balance. If your spouse is your beneficiary, the funds may be rolled over into another qualified Plan or IRA on behalf of your spouse.

The Plan defines disability as a physical or mental impairment such that you would be expected to be eligible for Social Security disability benefits. This definition may be different from the one used by the Company’s short-term and long-term disability programs. As a result, a disabled Participant may qualify for disability benefits under one of these programs but not be treated as disabled under the Plan.

Distributions: (for terminated employees or their beneficiaries)

A distribution of your vested Plan account balance at any time after your employment termination may be made by submitting a “Plan Distribution Request” to the TPA, regardless of the reasons for such termination. Your distribution may be made in any of the following ways:

- Your distribution may be requested as a tax-deferred Rollover Contribution to a new employer’s tax-qualified (for example, another 401(k) or profit sharing plan) or to an IRA. Rollovers allow you to maintain the tax savings character of your balance.
- Your distribution may also be requested as a payment directly to you. These payments are always subject to income tax and generally require the Plan Administrator to withhold federal income taxes from your payment. Further, distributions made to you while under age 59½ are subject to the additional 10% federal income tax penalty on ‘premature distributions.’
- If you are over age 72 (and no longer employed by the Company), you will be required to begin taking annual installments of your Plan account balance (called ‘Required Minimum Distributions’- RMD’s - by the IRS) over your projected remaining life. It is the participant’s responsibility to initiate distributions under the RMD rules. Significant tax penalties can be levied for failure to comply with the RMD regulations. These distributions may not be rolled over into another plan or IRA, are not subject to mandatory withholding but are subject to income tax.
- Vested Balances under $1,000 (including Rollover Contributions) held for the benefit of former employees are subject to automatic taxable distribution by the Plan Administrator without Participant’s consent.

- Vested balances between $1,000 and $5,000 (including Rollover contributions) held for the benefit of former employees are subject to automatic distribution by rollover. If you have not already requested a distribution of your account balance, the Plan Administrator may open an Individual Retirement Account (IRA) at Matrix Trust Company on your behalf and initiate a tax-deferred rollover of your Plan account balance in-kind to that IRA without your consent.
- You may leave your funds in the Plan provided your vested balance remains in excess of $5,000 (including Rollover Contributions.) However, please note the following:
  - ✓ Your status as a participant in the Plan does not change upon your termination of employment from the Company.
  - ✓ You remain in control of and solely responsible for your Plan investments.
  - ✓ You will continue to receive quarterly account statements and all Plan information at your home address so be sure to keep your Plan Administrator current as to address, phone, or name changes for both you and your beneficiary.
  - ✓ You continue to have the right to change your beneficiary at any time.
  - ✓ Former employees may not: contribute to the Plan, or maintain or initiate loans from the Plan.

GENERAL PLAN QUESTIONS:

How are my funds maintained by the Plan?

The Plan Administrator in trust holds your payroll deduction, rollover, and matching contribution funds. Assets of the trust are not commingled with other assets of the Company and are generally exempt from creditor claims.

The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). A Section 404(c) plan permits a participant or beneficiary to exercise control over their account balance by giving the participant or beneficiary a reasonable opportunity to give investment instructions that must be complied with (except as required by law). By offering these investment funds and giving you control over your Plan investments, the Company and the Plan fiduciaries, the people responsible for the operation of this Plan, are relieved of liability for any losses that may result from your investment instructions.

The Plan Administrator in the interest of the Plan’s Participants may change the number and general nature of the Plan’s investment funds from time to time. The Plan Administrator will keep you advised of the various Investment Funds available for investment. The investment funds are available to allow you to choose investments with the risk and return characteristics appropriate for you, but there are no guarantees on your investments. To a certain extent, by your selection amongst these investment funds, you will be able to control the degree and potential for gain and loss. The Plan’s investments are described in comprehensive detail in the Plan’s dedicated website at www.planspecs.com/broaster.

Each Participant may direct how his or her contributions are invested among the investment options selected by the Trustees as advised by the Plan’s SEC-registered independent Investment Advisor. Your earnings or losses during a Plan Year are allocated on a daily basis. If you exercise this investment direction authority, then the Company, the Plan Administrator shall have no duty to question or review your investment decision, nor shall they have any liability to you for any loss resulting from such investment. All investments selected by you will be acquired by the Plan Administrator in the name of the Plan. You do not have authority to individually acquire or hold any selected investment.

Your funds will be separately valued on a segregated basis with respect to the investments you have selected. Any earnings or losses on such investments will be credited or charged only to your funds. Any additional charges or expenses incurred by the Plan in connection with your investments for your funds will be charged to your funds.

Who makes decisions about the Plan?

Only the Company and the Plan’s Trustees are authorized to make changes to the Plan. The Plan Administrator has final discretionary authority to determine all questions of eligibility and benefits under the Plan, and to interpret and construe the terms and provisions of the Plan's governing documents.

Can the Plan be amended?

The Company has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although the Company intends to maintain the Plan indefinitely, they reserve the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. The Company will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

The Company believes it will never be necessary for you to file suit in connection with securing your rights in the Plan. However, if you feel such action is necessary, the Plan's agent for service of legal process is The Broaster Company, LLC. Legal process may also be served on the Trustee. The following ERISA-Required language describes those processes.

How do I submit a claim for Plan benefits? *(ERISA-Required Language)*

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record or other information will be considered relevant to a claim if it:

- was relied upon in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

What if my benefits are denied? *(ERISA-Required Language)*

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

If the Plan Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will provide a notice of its decision in written or electronic form explaining your appeal rights. An "adverse benefit determination" also includes a rescission, which is a retroactive cancellation or termination of entitlement to disability benefits. The notice will be provided in a culturally and linguistically appropriate manner and will state:

(a) The specific reason or reasons for the adverse determination.
(b) Reference to the specific Plan provisions on which the determination was based.
(c) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.
(d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.

If your claim has been denied, and you want to submit your claim for review, you must follow the *Claims Review Procedure* in the next question.

What is the Claims Review Procedure? *(ERISA-Required Language)*

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.
(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator must notify you of the determination on review no later than 120 days.

The Plan Administrator will provide written or electronic notification to you in a culturally and linguistically appropriate manner. If the initial adverse benefit determination is upheld on review, the notice will include:

(a) The specific reason or reasons for the adverse determination.
(b) Reference to the specific Plan provisions on which the benefit determination was based.
(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan Participant? *(ERISA-Required Language)*

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

(a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan 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.

(b) Obtain, upon written request to the 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 Administrator may make a reasonable charge for the copies.

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

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce 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 Administrator to provide the materials and pay you up to $110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Administrator.

If it should happen that the Plan's 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. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated? *(ERISA-Required Language)*

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this SPD or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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.