

CHICAGO BLOWER CORPORATION
PROFIT SHARING PLAN AND 401(K) ARRANGEMENT

(As Restated January 1, 2020)

SUMMARY PLAN DESCRIPTION

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CHICAGO BLOWER CORPORATION PROFIT SHARING PLAN AND 401(k) ARRANGEMENT

SUMMARY PLAN DESCRIPTION

INTRODUCTION

Chicago Blower Corporation (the "Company") established the Chicago Blower Corporation Profit Sharing Plan and 401(k) Arrangement to provide deferred compensation for its employees. The Plan is designed to provide you and your beneficiary with economic benefits upon your retirement, disability, termination of employment or death.

The Plan has been designed to take advantage of federal tax laws that allow participating employees to elect to have part of their compensation contributed to the Plan on a favorable before-tax basis. This enables you to save money for your retirement and to reduce your current income taxes as well. In addition, the Company matches a portion of your employee contributions and may make profit sharing contributions to the Plan on your behalf.

Please read this summary description of the Plan carefully. If you are married, please have your spouse read it as well. It will describe the various types of contributions and forms of benefits available and how you qualify for them. Bear in mind that this booklet is only a simplified explanation of the principal features of the Plan; your benefit rights are governed solely by the separate Plan documents. Although the Company has attempted to be as accurate as possible in this booklet, the Plan and the federal laws regulating the Plan are very complex. **You cannot rely on any conflict or inconsistency between this booklet and the Plan to give you any rights not provided for in the Plan. The provisions of the Plan will be controlling if they appear inconsistent with any of the descriptions contained in this Summary Plan Description.** No person has the authority to make any verbal statements of any kind that (i) are legally binding on the Company or (ii) alter the actual Plan documents used in connection with the Plan. An employee may examine a copy of the Plan at the business office of the Company during regular business hours.

The Company retains the right to amend, change or terminate the Plan described in this booklet at any time. If the Plan should be amended, changed or terminated while you are a Participant, you will be notified of the effect on your benefits or coverage. No consent of any Participant or any other individual shall be necessary for the Company to amend, change or terminate the Plan (except as may be required by the collective bargaining agreement).

The Plan maintains a website containing current, comprehensive general Plan information including investment prospectuses and government-required compliance notices at www.planspecs.com/cbc. The site also allows registered Plan participants secure access to personal information relevant to their participation in the Plan.

GENERAL INFORMATION

Name of Plan:	Chicago Blower Corporation Profit Sharing Plan and 401(k) Arrangement
Company:	Chicago Blower Corporation 1675 Glen Ellyn Road Glendale Heights, IL 60139 (708) 858-2600
Company's Employer I.D.:	36-2078465
Type of Plan:	Profit sharing and 401(k) plan
Plan's Identification Number:	002
Plan Year:	Calendar year ending December 31
Plan Administrator:	Retirement Committee c/o Chicago Blower Corporation 1675 Glen Ellyn Road Glendale Heights, IL 60139 (630) 858-2600
Contact Point for Agent of Plan Administrator:	Third-Party Plan Administrator Compensation & Capital Administrative Services, Inc. Email: info@planspecs.com Plan's Proprietary Website: www.planspecs.com/cbc
Retirement Committee Members:	Susan G. Gohl and Scott A. Kossman
Trust:	Chicago Blower Corporation Profit Sharing Trust
Trustees:	Susan G. Gohl and Scott A. Kossman 1675 Glen Ellyn Road Glendale Heights, IL 60139 (630) 858-2600
Agents for Service of Legal Process:	Chicago Blower Corporation 1675 Glen Ellyn Road Glendale Heights, IL 60139 (630) 858-2600 The Trustees may also be served with legal process.
Further Information and Copies of the Plan may be obtained from:	Retirement Committee c/o Chicago Blower Corporation 1675 Glen Ellyn Road Glendale Heights, IL 60139 (630) 858-2600
Pension Benefit Guaranty Corporation:	The Plan is a defined contribution profit sharing plan, and benefits under the Plan are determined solely by the balance of a Participant's Account. As such, the Pension Benefit Guaranty Corporation does not insure the benefits under the Plan.

I. HOW THE PLAN WORKS

The Plan was established by the Chicago Blower Corporation (the “Company”) for its non-collectively bargained employees. The basic goals of the Plan are to allow you to share in the profits of the Company and to help make your retirement more secure. To meet these goals, both you and the Company may make tax-deferred contributions to the Plan.

The Plan also allows you to make salary reduction contributions, called Participant Contributions. By electing to make Participant Contributions you agree to forgo a portion of your current compensation and the Company agrees to deposit that same amount to the Plan on a before-tax basis on your behalf. A portion of your Participant Contributions are matched by the Company. The Company may also contribute a portion of each year's profits to the Plan.

Furthermore, the Plan allows you to roll over a prior qualified plan account balance which you maintained while employed at a previous employer, provided the prior account balance meets certain requirements. By rolling over the prior account balance, you preserve the tax benefits that the prior plan provided.

All contributions are deposited into the Plan's Trust. Investment of your Plan account is determined by you per your selected mix of all investment options made available by the Trustees. The market value of your Plan account changes each business day depending upon the daily values of each of your selected investments. Your ultimate Plan benefit will be based on the amount that has accumulated in your Company Matching, Company Profit Sharing, Participant Contribution and Rollover Contribution Accounts (as applicable to your participation in the Plan.)

II. PARTICIPATION ELIGIBILITY

All employees of the Company are eligible to participate in the Plan except employees who are eligible to participate in the Chicago Blower Corporation Production and Maintenance Employees' Profit Sharing Plan and 401(k) Arrangement (the "Union Plan"). You are eligible to deposit your Rollover Contribution on your date of hire provided it's accepted by the Plan Administrator. You are eligible to participate in the salary reduction, company matching and profit sharing portion of the Plan depending on your length of service as explained below.

You are eligible to become a Participant in the *salary reduction portion* of the Plan with the first payroll after your date of hire. You begin participation in this Participant Contribution portion of the Plan (on a prospective basis only) upon your submission of a “Participant's Original Deferral Agreement” (enrollment) form that will be provided to you by the Plan Administrator.

Example. Assume that your date of hire with the Company is April 6, 2024. If your first pay date is April 17, 2024, then the first paycheck from which you can elect a salary reduction Participant Contribution into the Plan is this April 17, 2024 paycheck, provided you have submitted the required enrollment form. Company Matching Contributions are computed and deposited based upon Participant Contributions deferred from each and every payroll.

You are first eligible to participate in the Company Profit Sharing portion of the Plan upon completion of 12 months of service after your date of hire. Once you become eligible, you will automatically receive an allocation on the next date the Company elects to make a profit sharing contribution.

In the event you were a previously a participant in the Union Plan and you become eligible to

participate in this Plan, or if you are a Participant in this Plan and become a participant in the Union Plan, your Account under this Plan will be segregated from your account under the Union Plan and will at all times be administered according to the terms of this Plan. Other procedures apply for certain accounts that were maintained before January 1, 1995. You will be notified if any of these rules apply to your Account.

III. PARTICIPANT CONTRIBUTIONS

Once you become a Participant in the Plan, you may voluntarily elect to make salary reduction contributions (Participant Contributions) to the Plan through payroll. Participant Contributions are credited to your Participant Contribution Account.

Generally, you may defer up to 100% of your compensation to your Account on a before-tax basis. However, the Internal Revenue Code (the "Code") imposes certain limits on the amount of contributions a Participant may make. For the 2024 Plan Year, a Participant may contribute up to \$23,000. In addition, a participant who is age 50 or older at any time during the then-current Plan year may contribute up to an additional \$7,500 as a "catch-up" contribution. These IRS-mandated participant contribution limits amounts are adjusted for cost of living increases from time to time. The IRS also limits the total of Company plus Participant contributions credited to a Participant in any one Plan Year. You will be notified by the Plan Administrator if any IRS limits apply to contributions to your Account.

IV. HOW THE COMPANY MATCHING CONTRIBUTION IS COMPUTED

The Plan provides for a Company Match contribution based upon your Participant Contributions. Until further notice, the match rate is 25% of each dollar of Participant Contribution up to 3% of eligible compensation received on each pay date. For purposes of the Plan, the term "compensation" is generally your gross wages. The IRS imposes limits on the amount of compensation that the Plan may take into account in making allocations to your Accounts. As of January 1, 2024, the amount of compensation that the Plan can take into account is limited to \$345,000. This limit is also adjusted for cost of living increases from time to time by the IRS.

Based upon the current match formula stated above, your maximum rate of match as compared to your eligible compensation is 0.75%. To qualify for this maximum match, you must enroll for salary reduction contributions of at least 3% of pay. The Company Match contribution is computed for each paycheck and deposited to your account in the Plan's Trust within a few days of each applicable pay date.

V. HOW COMPANY PROFIT SHARING CONTRIBUTIONS ARE ALLOCATED

In addition to Company Matching Contributions, the Company, in its sole discretion, may make a Company Profit Sharing Contribution to the Plan for each Plan Year. At the end of each Plan Year, the Company's Board of Directors, in its sole discretion, determines the amount of this contribution for the Plan Year. Company Profit Sharing Contributions, whenever made, are credited under the Plan as of December 31. You will share in a Company Profit Sharing Contribution if you are a Participant in the plan, worked at least 500 hours during the calendar year and either (i) were employed by the Company on December 31 of that Plan Year, or (ii) died, became disabled or retired on or after attaining age 65 during the Plan Year.

If you satisfy the above requirements, you will be entitled to an allocation of any Company Profit Sharing Contribution made for a Plan Year. The amount of the allocation that will be credited to your Company Profit Sharing Contribution Account will be the sum of the amounts determined under (a) and (b) below:

- (a) That fraction of the Company Profit Sharing Contribution for the Plan Year, in a proportion to which your "Non-Social Security Compensation" for the Plan Year relates to the total "Non-Social Security Compensation" for the Plan Year of all Participants eligible to receive an allocation. "Non-Social Security Compensation" is compensation that is not subject to Social Security contribution requirements, because it is in excess of the Social Security Wage Base in effect on the first day of the Plan Year. The fraction provided by this clause may not exceed 5.7% of your Non-Social Security Compensation for the Plan Year. The 5.7% may be increased to reflect increases in the Social Security tax rate and may be decreased if the percentage of benefits paid in (b) below is less than 5.7% of compensation.
- (b) That fraction of the Company Profit Sharing Contribution for the Plan Year in excess of that allocated in (a) above, in a proportion to which your compensation for the Plan Year relates to the total compensation for the Plan Year of all Participants eligible to receive an allocation.

Employees who have Non-Social Security Compensation do not receive the benefit of the Company Profit Sharing Contribution to Social Security on his or her compensation in excess of the Social Security Wage Base, and accordingly receive a Social Security benefit at retirement that is a lower percentage of their preretirement income than other employees. Step (a) of the Plan's allocation formula makes up in part for this lost retirement income for these employees.

Example: Assume for 2024 that J.P. Smith's compensation was \$170,400 and the compensation of all Participants in the Company totaled \$4,000,000. Smith's Non-Social Security Compensation was the amount in excess of \$168,600 in 2024, or \$1,800. Further assume that \$200,000 of the \$4,000,000 total Company compensation was also Non-Social Security Compensation. Finally, for this example, assume that the Company Profit Sharing Contribution for the Plan Year was \$300,000.

Smith's compensation exceeded \$168,600, so Smith was eligible to receive benefits under step (a). Smith's proportion in step (a) was the ratio of \$1,800 over \$200,000 or 0.9%. In step (a), his allocation would have been 0.09% of \$300,000 or \$2,700. *However* Smith was limited to a 5.7% allocation on his \$1,800 of Non-Social Security Compensation, so Smith received an allocation of not \$2,700, but rather \$102.60.

The 5.7% limit would be typically applied to all of the \$200,000 Non-Social Security Compensation of the Company, so that in total only \$11,400 would be allocated under step (a) from the Company's \$300,000 profit sharing contribution. The remaining \$288,600 would be allocated pro-rata among eligible Participants based on their compensation. The limits affecting this example demonstrate the controls in place that provide a more equitable distribution of the Company's Profit Sharing Contribution to all Participants.

Continuing with step (b), Smith will also receive an allocation proportional to Smith's compensation compared to the Company's total eligible compensation. Smith's \$170,400 was 4.26% of the total \$4,000,000, so 4.26% of the \$288,600 remaining Contribution, or \$12,294.36, would be allocated to his Company Profit Sharing

Contribution Account.

Adding steps (a) and (b), Smith's Company Profit Sharing Contribution Account would receive an allocation of \$12,396.96 for the 2024 Plan Year.

For purposes of the Plan, the term "compensation" is generally your gross wages. The Code imposes limits on the amount of compensation that the Plan may take into account in making allocations to your Accounts. As of January 1, 2024, the amount of compensation that the Plan can take into account is limited to \$345,000. This limit is also adjusted for cost of living increases from time to time by the IRS. If you become eligible for an allocation of the Company Profit Sharing Contribution in the middle of a Plan Year, only the compensation you are paid after you become eligible will be considered for purposes of any Company Profit Sharing Contribution made for that Plan Year.

VI. WHAT IS VESTING?

Vesting means your right to all or a portion of your account balance. Your Participant Contribution Account and your Rollover Contribution Account are always fully vested. Your Company Matching and Profit Sharing Contribution Accounts will be fully vested upon your retirement on or after attaining age 65, or if you die or become disabled while you are an employee of the Company. If your employment is terminated for any other reason, both types of Company Contributions allocated to your Account will have vested progressively over a six or seven-year period, based upon your Years of Service, according to the following schedule:

<u>Years of Service</u>	<u>Contributions</u> <u>Prior to 2007:</u>	<u>Contributions</u> <u>After 2006:</u>
	<u>Percent Vested</u>	<u>Percent Vested</u>
Less than 2 years	0%	0%
2 years, but less than 3 years	0%	20%
3 years, but less than 4 years	20%	40%
4 years, but less than 5 years	40%	60%
5 years, but less than 6 years	60%	80%
6 years, but less than 7 years	80%	100%
7 years or more	100%	100%

For purposes of vesting under the Plan, a Year of Service is a Plan Year during which a Full-Time Salaried Employee is credited with 1,000 Hours of Service, or a Full-Time Hourly Employee is credited with 870 hours of service. You will incur a one year "break" in service if during a Plan Year a Full-Time Salaried Employee is credited with fewer than 501 hours of service or a Full-Time Hourly Employee is credited with fewer than 435 hours of service.

If you are absent from work due to pregnancy or the birth or adoption of your child (or for purposes of caring for your child immediately after a birth or adoption), or by reason of leave taken under the Family and Medical Leave Act of 1993, you will be credited with the hours of service for which you normally would have received credit but for the absence, but solely for purposes of determining whether you have incurred a one-year break in service. No more than 501 for Salaried or 435 hours of service for Hourly employees may be given for such an absence, and those hours of service do not count towards determining whether you are entitled to an allocation of a Company Profit Sharing Contribution for a Plan Year. You may be required to provide the Company with certain information to verify that your absence is for the reasons described above.

Under the terms of the Plan, if you terminate employment and do not have a vested right to any portion of the balance in your account in the Plan, you will lose credit for prior Years of Service if your consecutive one-year breaks in service equal or exceed the greater of (i) five years or (ii) the number of your prior Years of Service.

If you receive a distribution from the Plan, the non-vested amount will be forfeited. If you should return to work for the Company, you may generally restore the forfeited amount to your Account if you repay the Plan the amount of your prior distribution. If you terminate employment and subsequently return to work for the Company, you should check with the Plan Administrator on how to restore your prior Account balance and Years of Service.

VII. HOW YOUR ACCOUNT WORKS

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 provides for individual accounts and permits a participant or beneficiary to exercise control over the assets in his or her account by giving the participant or beneficiary a reasonable opportunity to give investment instructions that must be complied with by the Plan Administrator (except as required by law). By offering a broad range of investment funds and giving you control over the investment of your accounts while providing you with comprehensive information to aid in your understanding of risks and historical performance associated with these 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 number and general nature of the Plan's investment funds may be changed from time to time by the Trustee and the Plan Administrator in the interest of the Plan's Participants. The Plan Administrator will keep you advised of the various investment funds available for the investment of your Account. 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. By your selection amongst these investment funds, you will be able to control to a certain extent the degree and potential for gain and loss to which your Account will be subject. Comprehensive current information including historic performance and portfolio statistics, fee details, prospectus, and investment strategies for the Plan's investment funds is available on the Plan's website at www.planspecs.com/cbc under the Plan Investing and the Tools and Links tabs.

As of the end of each Plan Year, the Company will allocate to your Company Profit Sharing Contributions Account your share, if any, of any Company Profit Sharing Contribution made for that Plan Year. Immediately prior to your first Contribution (whether Rollover, Participant, or Company Profit Sharing) you will be given the choice of investing your Contributions into any one or more of the Plan's investment options in either one or both of the Plan's ***two investment venues***:

Mutual Funds Venue: The Plan's Mutual Funds Venue contains a set of publicly-traded mutual funds that are objectively selected, monitored and replaced as necessary by the Trustees. The Trustees engage the services of an independent investment advisor to aid in their objective and independent monitoring and evaluation of the Plan's fund alternatives. The Plan Administrator will periodically provide you with materials describing important facets of these investments. Costs related to selection, monitoring, replacement and communications to participants specific to the Plan's Mutual Funds Alternatives are all borne by the Company.

Qualified Default Investment Alternative ("QDIA"): As subset of the Plan's Mutual Funds Alternatives, the Plan's QDIA is composed of a set of Target Date mutual funds managed and

distributed by Vanguard Investments and maintained thereby with fund operating expenses as low as possible to the advantage of Plan participants invested in these funds. Participants who choose not to direct the Plan Administrator as to investments for their Contributions are defaulted into one of these QDIA funds based upon the participant's age. These funds are broadly diversified within themselves and automatically and gradually become more conservatively invested as your targeted year of retirement approaches, thereby reducing investment risk without direct participant input. Once annually the Plan Administrator will publish and distribute to any employee who has yet to actively direct the investment of their Plan Contributions a legally required notice describing selection and retention features of the Plan's QDIA. These notices are also available on the Plan's website at www.planspecs.com/cbc under the Tools and Links tab.

Brokerage Account Alternative: The Plan's investment environment also includes the option of a fully self-managed brokerage account (FSMA). FSMA's carry a \$250 annual surcharge deducted directly from the participant's account to offset extraordinary expenses necessary to administer these accounts. Further details regarding the Plan's FSMA's are available from the Plan Administrator. FSMA's are currently custodialized under an agreement with Charles Schwab & Co. under Schwab's product name Personal Choice Retirement Account™ or "PCRA™".

Each payroll period, the Company will deduct from your regular salary the amount of the Participant Contribution you have elected. You have the right to change the amount of your Participant Contributions by submitting a "Future Contributions – Deferral Rate and /or Investment Mix Change Request" to the Plan Administrator. You may also change your election of investment fund alternatives to which your future Participant, Company Match and Profit Sharing Contributions will be invested by completing and submitting to the Plan Administrator a "Future Contributions – Deferral Rate and /or Investment Mix Change Request". Investment elections for existing balances in the Mutual Funds Venue are directed by completing a "Vanguard Funds Existing Balance Re-Mix Request". All Plan forms are available after secure login to the Plan's website at www.planspecs.com/cbc. Once made, your elections will continue until you change them or until the Plan's administrative requirements dictate a change.

VIII. NORMAL RETIREMENT BENEFITS

You are entitled to the full balance of your Participant, Rollover, and Company Match and Profit Sharing Contribution Accounts when you retire from the Company on or after attaining age 65. You are 100% vested in your Company Match and Profit Sharing Contribution Accounts when you attain age 65 as an employee of the Company, regardless of your number of Years of Service. Your Account shall be valued for distribution as of the date the Plan Administrator processes your accepts distribution request.

IX. DISABILITY RETIREMENT BENEFITS

If you are an employee of the Company and a Participant and you become totally and permanently disabled, you will automatically become 100% vested in your Company Match and Profit Sharing Contribution Accounts, regardless of your number of Years of Service. You will be entitled to a distribution of your Plan Account at any time after you are determined to be disabled. You will be considered to be "totally and permanently disabled" if the Company determines, based upon uniform principles consistently applied and such medical evidence as the Company deems necessary, that (i) you have a physical or mental condition resulting from a bodily injury, disease or mental disorder that

renders you incapable of continuing your employment with the Company, and (ii) your condition is expected to be permanent.

X. DEATH BENEFITS

If you should die while you are employed by the Company, your beneficiary will be entitled to receive the full balance of your Plan Account regardless of your number of Years of Service. Your Plan Account shall be valued as of the date the Plan Administrator accepts your beneficiary's distribution request. Payment to your beneficiary will be in a lump sum.

You may name a beneficiary at any time by filling out a Beneficiary Designation Form and filing it with the Plan Administrator. Your beneficiary is the person or persons you wish to receive your benefit in the event of your death. In accordance with federal law, your current spouse, if any, is always your beneficiary, unless your spouse has consented in writing to your designation of someone else as your beneficiary. Your spouse's written consent for this must be witnessed by a notary public, a Plan Trustee, or the Plan Administrator to be valid. You may change your beneficiary at any time simply by filling out a new form. If you die without having filed a Beneficiary Designation Form, your beneficiary will be your spouse. If you have no spouse, your benefit will be paid to your estate. If you should become divorced, you will be deemed to have no named beneficiary under the Plan, except to the extent required by a qualified domestic relations order.

XI. BENEFITS UPON TERMINATION OF EMPLOYMENT

If your employment with the Company is terminated for any reason other than death, disability or retirement on or after age 65, you are entitled to the entire amount of your Participant and Rollover Contribution Accounts and to the vested balance (according to the vesting schedule described above) of your Company Match and Profit Sharing Contribution Accounts.

Once your employment with the Company has terminated, you may request a distribution of your vested Plan Account at any time. Upon such a request, the Plan Administrator shall direct the Trustee to distribute the vested balance of your Plan Account as soon as practicable after the Plan Administrator's receipt of your election. Your Accounts shall be valued as of the date the Plan Administrator accepts your distribution request.

XII. HOW YOUR ACCOUNT BALANCE IS PAID

Your vested benefits under the Plan will be paid according to the rules described below. These rules are dictated both by federal law and the terms of the Plan. Distributions of benefits from qualified retirement plans (such as this Plan) can be complex and can lead to serious income tax consequences. Please consult with your tax advisor before electing to receive any distributions from the Plan.

- ✓ Your Account balance will ordinarily be paid to you in a cash single sum.
- ✓ If you had an Account balance in the Plan before January 1, 1995, you may elect to receive that portion of your Account that was credited to your Account as of December 31, 1994 in a series of monthly, quarterly or annual installments. These installments shall be paid over a fixed period (as you elect) not to exceed your life expectancy, or the joint life expectancies of you and your beneficiary. Under such an installment election, the installment payments shall be recalculated annually to reflect earnings, losses and administrative expenses credited to or charged against your Account.

All Participant and Rollover Contributions and vested Company Match and Profit Sharing Contributions, and earnings on those amounts, credited to your Account on or after January 1, 1995 shall be distributed to you only in a cash single sum.

- ✓ If your vested Account balance immediately following your termination of employment is less than \$1,000 (including any vested portion of your Company Match and Profit Sharing Contribution Account), the Plan Administrator will direct the Trustee to automatically pay your Account balance to you in a single cash sum. If your vested account balance exceeds \$5,000, the Plan will pay your Account balance to you before you attain age 65 with your prior written consent. If your account balance is more than \$1,000 but less than \$5,000 and you have not requested a distribution of your vested account balance, the Plan Administrator will open an Individual Retirement Account (IRA) on your behalf and distribute your vested account balance to that IRA.
- ✓ You have the right to have a single sum payment (and installment payments of less than 10 years) transferred directly into another eligible retirement plan, such as an IRA or another employer's qualified retirement plan. If you fail to exercise this right, 20% percent of your distribution may be withheld to pay income taxes, and other adverse income tax consequences may arise. You will receive more information on the taxation of Plan distributions when you become eligible for a distribution under the Plan.

XIII. LOANS TO PARTICIPANTS

You may apply to the Plan Administrator for a loan from your Participant and Rollover Contribution Accounts. There are restrictions governing your ability to apply for and receive loans which are:

- ✓ You may only have one loan outstanding at a time.
- ✓ The loan amount cannot exceed one-half of the amount of money that you have in your Participant and Rollover Contribution Accounts before applying for the loan. The loan amount cannot exceed \$50,000 in any case. If you have paid off another loan to the Plan in the last year, the \$50,000 limit is reduced by the amount of that prior loan.
- ✓ The minimum loan is \$1,000.00.
- ✓ You must sign a promissory note for the loan.

All loans are investments of the Trust Fund and subject to the rules and regulations established by the Plan Administrator from time to time.

You will be charged interest computed as the "Prime Rate" as published in the *Wall Street Journal* on the day your loan application is approved by the Plan Administrator. Since you are actually borrowing from your own account, the interest that you pay on the loan is added to your account as it is paid.

All loans will be repaid in regular and substantially equal installments of both principal and interest so that the loan will be amortized over its term. While you are employed at the Company, payments will be in the form of payroll deductions until paid in full. All loans, except for loans used to acquire a principal residence, have a maximum term of five years. Loans used to acquire your principal residence may be for up to fifteen years.

If you would like to borrow money from your Account, please contact the Third-Party Plan Administrator with an email to them at info@planspecs.com for more information.

XIV. IN-SERVICE WITHDRAWALS

You may request an in-service withdrawal from your Participant or Rollover Contribution Account as described below. Your Company Matching and Profit Sharing Contribution Accounts are not accessible for withdrawal while you are employed by the Company. However, serious income tax consequences may result if you take a withdrawal from your Account while employed by the Company. Please consult with your tax advisor before you request any withdrawal from your Account.

Participant Contribution and/or Rollover Contribution Accounts

You may request an in-service withdrawal of any portion or the entire amount of your Participant Contribution Account or your Rollover Contribution Account at any time *after* you attain age 59½. Before age 59½, you may request a distribution of your Participant Contributions or your Rollover Account if you incur a financial hardship. A financial hardship is deemed to exist when withdrawals are made to pay for any of the following:

- ✓ Un-reimbursed medical expenses as deductible under Section 213(d) of the Internal Revenue Code;
- ✓ Costs related directly to the purchase of your principal residence;
- ✓ Tuition, related fees and room and board for post-secondary education for you, your spouse or one of your dependents;
- ✓ Prevention of eviction from your principal residence or foreclosure on a mortgage of your principal residence;
- ✓ Funeral or burial expenses incurred for deceased parent, spouse, child; or
- ✓ Expenses for repair of damage to your principal residence that qualifies for the casualty loss deduction under Section 165(i) of the Internal Revenue Code.
- ✓ 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.

All withdrawals are made upon written request to the Plan Administrator on forms provided by the Plan Administrator. If you are interested in receiving a hardship or a post-age 59½ withdrawal from your Participant or Rollover Contribution Accounts, please contact the Third-Party Plan Administrator with an email to them at info@planspecs.com.

XV. CLAIMS PROCEDURE

Generally, to receive a distribution of your benefits, you must make a written application for benefits on forms provided by the Company. If the Company denies your application for benefits, in whole or in part, the Company will provide you with a written notice of its denial within 90 days of date you filed your written application for benefits. The notice will outline:

- ✓ The specific reasons and/or Plan provisions on which the denial is based;
- ✓ Any additional information that is required to finalize the claim and why the information

is necessary; and

- ✓ The Plan's claim review procedure.

Within 60 days of your receipt of a claim denial, you or your duly authorized representative may file with the Plan Administrator a written request for review of the denial. The written request should describe the basis for and facts in support of a review and outline any issues that are relevant to your application for benefits.

The Plan Administrator will act upon the appeal within 60 days after it receives your appeal. If the appeal is also denied, a written notice of denial will also be provided to you, which will outline the specific reasons for and give references to the pertinent Plan provisions on which the denial is based. The Plan Administrator's decision will be final. The Plan Administrator will pay benefits under the Plan only if it determines, in its sole discretion, that an individual is entitled to them.

Under no circumstances may you bring a lawsuit or claim for benefits in any court or other administrative forum until you have exhausted the application and appeal procedure outlined above.

XVI. OTHER THINGS YOU NEED TO KNOW

The Company is the Plan Administrator. The Company has the discretionary authority to interpret the Plan including making factual determinations on eligibility, participation and distributions of benefits. The Company has delegated its authority and responsibility to act as Plan Administrator to a Retirement Committee, and has appointed four individuals to serve as the Retirement Committee. The Retirement Committee shall serve as the Plan Administrator in interpreting the Plan and making all factual determinations under the Plan, at its sole discretion.

Your address and the address of your beneficiary are important so that payments can be sent to you, your spouse or other beneficiary, especially if benefit payments are to be postponed until a later time. You must keep the Plan Administrator notified in writing of any changes of your address and your beneficiary's address.

As required by law, neither you nor your beneficiary may assign or alienate your benefits under the Plan. For example, you may not use the balance in your accounts as collateral for a loan, and, generally, your creditors cannot reach the balance in your accounts to satisfy your debts. However, part or all of the balance in your accounts may be assigned to meet obligations arising under a "qualified domestic relations order" ("QDRO"). A QDRO is a state law domestic relations order relating to child support, alimony or marital property rights that meets specific requirements of the Code. If a QDRO is received by the Plan Administrator in connection with your accounts, you will be notified.

The Plan does not constitute a contract of employment, and participation in the Plan does not give you the right to remain employed by the Company, nor will the Plan give you any right or claim to any benefit under the Plan unless the benefit is specifically provided under the Plan. The Company may terminate your employment regardless of your status in the Plan.

XVII. AMENDMENT AND TERMINATION OF THE PLAN

The Company reserves the right to amend the Plan at any time. No amendment to the Plan, however, will be permitted to reduce the value of your Account balances to an amount less than the balance credited to your Account on the day of the amendment.

Although the Company intends to continue the Plan indefinitely, it reserves the right to terminate the Plan at any time. If the Plan were to terminate, you would become 100% vested in the value of your Account balances as of the date of Plan termination, regardless of your Years of Service. Upon termination of the Plan, you would be notified of the distribution options available to you, and would be permitted to elect the option that would best suit your needs.

You will be notified of any significant amendment, complete termination or partial termination of the Plan, as required by law.

XVIII. YOUR RIGHTS ARE PROTECTED UNDER ERISA

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

- ✓ Examine without charge at the Company's main office all Plan documents, including any applicable insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and summary plan descriptions.
- ✓ Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. 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 the summary annual report.
- ✓ Obtain a statement of the non-forfeitable (vested) benefits accrued. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

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 the other Plan participants and beneficiaries.

No one, including the Company, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

If your claim for a Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan reviewed and have your claims reconsidered. (See *CLAIMS PROCEDURE* above).

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan Administrator 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 due to 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.

If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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.

The Company does not believe it will ever be necessary for you to file suit in connection with the Plan. However, if you feel such action is necessary, the Plan's agent for service of legal process is the Company. Legal process may also be served on the Trustee.

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, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.