

Getting Started in the Bierlein 401(k) Profit Sharing Plan

Enrolling in the Bierlein 401(k) Profit Sharing Plan is the first step toward reaching your retirement goals. And it's easy to get started.



REVIEW YOUR QUICK START GUIDE

The quick start guide also offers instructions on how to enroll through your account management website.

Go to secure.ascensus.com to set up your account and access it on an ongoing basis. Once you've enrolled, the site lets you manage your account, perform transactions, and access educational materials.



HOW TO LOG ON TO YOUR ACCOUNT FOR THE FIRST TIME

Go to secure.ascensus.com.

Enter your Social Security number as your **Username**, followed by the numeric month-month, day-day, year-year-year-year format of your date of birth as your **Password**. For example, if your date of birth was April 1, 1966, you would enter 04011966.

Simply follow the step-by-step instructions for enrolling in the plan.



If you have any questions, contact your Human Resources Department or the Participant Service Center at 844-749-9981.

Quick Start Guide

BIERLEIN 401(K) PROFIT SHARING PLAN

Take a few minutes today, to save for tomorrow.

We are pleased to offer you this valuable retirement plan as part of your benefit package.

KNOW: You will be automatically enrolled in the plan.

DO: Nothing, unless you want to make changes.



YOUR PLAN HIGHLIGHTS

Good news!

Know how automatic enrollment works.

Your contribution rate

You will be automatically enrolled in your retirement plan at a **9%** pre-tax contribution rate unless you make changes or opt-out.

Even if you miss the deadline, you can always opt out of saving in your plan at any time.

Your default investment

Your pre-tax contributions will be invested in one of the plan's Vanguard Target Date Retirement funds based on your expected year of retirement.

You may transfer any portion or all of your balance out of the default investment at any time. You may build your own personal investment strategy from a range of options in your plan.

A closer look at your investments

The asset class, risk category and historical performance are all considerations when making your investment decisions.

Target Date Funds	
If you are expecting to retire	Consider this Vanguard target date fund
2017 and later	Target Retirement Income
2018 – 2022	Target Retirement 2020
2023 – 2027	Target Retirement 2025
2028 – 2032	Target Retirement 2030
2033 – 2037	Target Retirement 2035
2038 – 2042	Target Retirement 2040
2043 – 2047	Target Retirement 2045
2048 – 2052	Target Retirement 2050
2053 – 2057	Target Retirement 2055
2058 – 2062	Target Retirement 2060
2063 and later	Target Retirement 2065

Other investment options...

If you do not choose to be automatically enrolled in your retirement plan, you have the option of building and managing your own retirement portfolio strategy from the other investment options within the plan.

Review the full investment menu online at secure.ascensus.com.

For more about your investments, including fund objectives, fees and performance information, log on to secure.ascensus.com.



You're in charge of your account, and can save and invest how you want.



Understand your options before you make any decisions.



YOUR PLAN HIGHLIGHTS

Your employer's plan has a lot to offer. Take a look below to see what's available and how it can help meet your retirement goals.

Saving

- Automatic payroll deductions allow you to save with every paycheck.
- Pre-tax contributions reduce your taxable income and Roth 401(k) contributions are made after income tax but are tax-free when withdrawn.*
- You can save up to \$23,000 in 2024, plus an extra \$7,500 if you're age 50 or older.
- You can make contributions into the plan as of the first day of the next month following 60 consecutive days of service from date of hire and attainment of age 18.
- Different eligibility requirements may apply if you are considered a Long-Term Part-Time employee (LTPT). Refer to your Summary Plan Description for more details.

**Earnings are tax-free after a required five-year holding period when withdrawn after age 59½.*

Investing

- You have access to a wide range of investments featuring target date funds that automatically adjust over time as you get closer to retirement.
- Detailed investment information including fund performance and returns can be viewed on the fund fact sheets which are found online at secure.ascensus.com.

Retirement Considerations

- What age do you want to retire?
- How many years do you have to save before you plan to retire?
- Can you accept the risk that comes with more aggressive investments? Or, are you more conservative?

Emergency Access

- In-service withdrawals are available based on certain conditions as outlined in your employer's plan.
- Hardship withdrawals are available in the event of heavy financial need, based on specific conditions as outlined in your employer's plan.



The Summary Plan Description (SPD) provides more detailed information about your plan.



Go to secure.ascensus.com for more information.



Take a few minutes today, to save for tomorrow.

Make Changes or Learn More

Your initial login information:

- *User ID:* Your SSN (No dashes) and
- *Password:* Your 8-digit birthdate (MMDDYYYY)

You will be prompted to change your login information during your initial session.

Online at secure.ascensus.com

- Make modifications to contribution amount or investments
- Choose your beneficiary
- Rollover balances from previous employer plans



By phone at 844-749-9981

- Speak with a participant service center representative weekdays 8 a.m. – 8 p.m. ET
- Automated phone system available 24/7



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For educational purposes only, not intended to be investment advice. Please consult with your financial advisor before making any investment decisions. Diversification and dollar cost averaging do not guarantee a profit or protect against loss in a declining financial market. Investment in securities involves risks, including possible loss of principal. 20200819-1300298-3978893

BIERLEIN 401(K) PROFIT SHARING PLAN

AUTOMATIC CONTRIBUTION NOTICE

THIS NOTICE CONTAINS IMPORTANT INFORMATION REGARDING YOUR PARTICIPATION IN THE PLAN.

This is an annual notice and only applies to the Plan Year beginning on January 1, 2025.

Automatic contributions (deferrals) and right to elect. This notice advises you of certain rights and obligations you have under the Plan. The Plan includes a feature known as an automatic contribution arrangement ("ACA"). Under the ACA provisions of the Plan, the Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a Pre-Tax 401(k) deferral (the automatic amount is described below). If you wish to defer the Automatic Deferral amount, you do not need to make a deferral election. However, you have the right to elect not to have the Automatic Deferrals withheld, and you have the right to elect to defer a different percentage of your compensation (including zero). However, if you do not wish to defer any of your compensation, or you wish to defer an amount of compensation different from the Automatic Deferral amount, then you may make an election to do so. This election is made by submitting a salary deferral agreement to the Administrator, in accordance with the deferral procedures of the Plan, within a reasonable time after receipt of this notice, and before the occurrence of the first Automatic Deferral to which this notice applies. Your election will be effective as soon as the Administrator reasonably can implement your election after receipt. Your election will generally remain in effect unless and until you change it.

Application of Automatic Deferral provisions. Effective as of December 31, 2007, the Plan includes an automatic salary deferral feature. Your Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a Pre-Tax 401(k) deferral. The Automatic Deferral provisions apply to all Participants, except those who have a salary deferral agreement in effect on the Automatic Deferral provisions effective date, provided that the deferral amount under the agreement is at least equal to the Automatic Deferral amount specified below.

Automatic Deferral provisions. The following provisions apply to these Automatic Deferrals:

- As specified above, you may complete a salary deferral agreement to elect an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan.
- The amount to be automatically withheld from your pay each payroll period will be equal to 9% of your compensation.

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

We encourage you to make an investment election to ensure that amounts in the Plan are invested in accordance with your long-term investment and retirement plans. However, if you do not make an investment election, then the amounts that you could have elected to invest will be invested in a default investment that the Plan officials have selected. You will be provided with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

Long-Term Part-Time Employees. There are new rules in effect relating to certain Long-Term Part-Time (LTPT) Employees. LTPT Employees (other than those excluded from the Plan for reasons other than service) will be eligible to save for retirement by deferring compensation to the Plan as explained above. However, such LTPT Employees are not eligible to receive employer contributions, including safe harbor or matching contributions (if any), unless otherwise permitted by the Plan. See the Summary Plan Description for more information. You are an LTPT Employee if you have 2 consecutive years of employment (beginning back in 2021) with 500-999 hours of service with the employer each year and if you turned 21 before the end of the second such year. If you have ever had 1,000 hours of service in a year, you are not an LTPT employee. An employee who is eligible to participate in the Plan, outside of the new LTPT rules, is not an LTPT Employee.

Further information. If you need additional information or have any question regarding the information provided in this notice, please contact the Administrator.

You may contact the Administrator at:

Contact: Bierlein Companies, Inc.
Address: 2000 Bay City Road
Midland, Michigan 48642
Telephone: 989.496.0066

Bierlein 401(k) Profit Sharing Plan
Participant Investment and Fee Disclosure Notice
(Production Date: 10/18/2024)

Participant Investment and Fee Disclosure Notice - Overview

This Notice contains important information regarding your retirement plan, including:

- your right to choose how assets held in your plan account will be invested
- the investment options available under the plan and any fees and expenses associated with those options
- any administrative expenses you might incur by participating in the plan or taking advantage of plan features

Please read the information in this Notice carefully so that you can make informed decisions regarding your plan account.

If you have questions concerning the information contained in this Notice, see the section at the end of the Notice titled "How to Obtain More Information."

General Plan Investment Information

Your Right to Direct Your Investments. Subject to any restrictions or limitations described later in this section, you are responsible for selecting and monitoring the investments in your account. You may direct the investment of your account under the plan by choosing among the investment options listed in the section of this Notice titled "Investment Performance, Expenses and Fees." If you do not direct the investment of your account, then your account will be invested in the plan's designated default investment.

How to Direct Your Investment. You may select or make changes to your investments as follows:

- **By Internet:** You may access your account at any time by logging in to the Participant Website at <https://secure.newportgroup.com/login/participant>. Once you are logged in, choose Explore My Options from the Shortcuts menu, then make your desired choices on the screens that follow. If you need assistance logging into your account or navigating the website, you may call the Participant Service Center at the number provided in the section titled "How to Obtain More Information" at the end of this Notice.
- **By Phone:** You may select or make changes to your investments by calling the toll-free automated telephone response system at the number provided for the Participant Service Center in the section of this Notice titled "How to Obtain More Information."

Investment elections or changes you make by phone or (if applicable) on the Participant Website will generally be processed the same business day or, if made when the New York Stock Exchange is closed, the next business day. You should confirm that your investment directions have been implemented by logging in to the Participant Website on the date your investment elections are scheduled to be processed, as described above. If you see a discrepancy, contact the Participant Service Center immediately at the number provided in the section of this Notice titled "How to Obtain More Information."

Restrictions or Limitations on Your Right to Direct Your Investments.

Certain investment options may impose restrictions on transferring into or out of the fund. For more information, refer to the table(s) in the section of this Notice titled "Investment Performance, Expenses and Fees."

Voting Rights. In the event voting proxies, tender offers, or other similar-type rights must be executed with respect to any of the plan's designated investment options, the plan sponsor or other named plan fiduciary may exercise those rights (where applicable), or you may receive written notification regarding the actions that must be taken on your part in connection with exercising those rights.

Investment Performance, Expenses and Fees

This section provides information about the investment options available under the plan, including information regarding the fees and expenses that apply to each investment option. Please visit <http://www.investmentterms.com> for a glossary of investment terms to help you understand the terms and language used in this Notice.

Variable Return Investments

The table below shows the variable return investments available under the plan, how they have performed over time, and how they have performed relative to an appropriate benchmark. It is important to understand the investment returns for each investment option will vary from year to year. Also, the performance information provided below is historical. **Past performance does not guarantee how an investment option will perform in the future.** The value of these investments will fluctuate over time, and your investment in these options could lose money.

Benchmarks represent a historical measurement of performance for a specific segment of the financial markets over a specific period of time. Benchmarks are market indices and not managed investment portfolios. Benchmarks are presented for comparison purposes only and do not represent plan investment options.

Bierlein 401(k) Profit Sharing Plan
Participant Investment and Fee Disclosure Notice
(Production Date: 10/18/2024)

Investment Performance, Expenses and Fees

Investment Name	Avg. Annual Total Return as of 09/30/2024*					Gross Annual Operating Expenses*	
	Benchmark	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception	As a %
Stable Value							
RELiance METLIFE STABLE VALUE FUND (MACXS)	2.89%	2.68%	2.53%	2.57%	4.00%	0.520%	\$5.20
<i>Morningstar US CIT Stable Value GR USD</i>	3.00%	2.47%	2.32%	2.17%	N/A		
Shareholder-Type Fees/Restrictions: Funds transferred out of this investment must be transferred to a non-competing investment option for 90 days before those funds may be invested in any other fixed income fund available under the plan. In general, a "non-competing fund" is a stock fund, most balanced funds or a long-duration bond fund.							
Intermediate Government							
VANGUARD GNMA ADM (VFIJX)	11.42%	-0.91%	0.19%	1.44%	3.56%	0.110%	\$1.10
<i>Morningstar US Trsy Bd TR USD</i>	9.67%	-1.74%	-0.19%	1.33%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Intermediate Core Bond							
VANGUARD TOTAL BOND MARKET INDEX ADM (VBTLX)	11.40%	-1.43%	0.31%	1.82%	3.39%	0.050%	\$0.50
<i>Morningstar US Core Bd TR USD</i>	11.39%	-1.41%	0.30%	1.80%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Intermediate Core-Plus Bond							
DODGE & COX INCOME FUND, CLASS I (DODIX)	13.53%	0.37%	2.12%	2.91%	6.04%	0.410%	\$4.10
<i>Morningstar US Core Plus Bd TR USD</i>	11.59%	-1.20%	0.54%	1.99%	N/A		
Inflation-Protected Bond							
VANGUARD INFLATION-PROTECTED SECS ADM (VAIPX)	9.82%	-0.62%	2.52%	2.45%	3.37%	0.100%	\$1.00
<i>Morningstar US TIPS TR USD</i>	9.79%	-0.52%	2.53%	2.45%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Global Bond-USD Hedged							
PIMCO INTR BD FD (US DOLLAR-HEDGED) INST (PFORX)	10.77%	0.93%	1.37%	3.15%	6.28%	0.750%	\$7.50
<i>Morningstar Gbl Core Bd GR Hdg USD</i>	10.41%	-0.86%	0.13%	2.11%	N/A		
High Yield Bond							
PRINCIPAL HIGH YIELD FUND - INSTL (PHYTX)	14.86%	3.78%	5.02%	4.97%	7.14%	0.650%	\$6.50
<i>Morningstar US HY Bd TR USD</i>	15.69%	3.15%	4.73%	5.04%	N/A		

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Investment Performance, Expenses and Fees

Investment Name	Avg. Annual Total Return as of 09/30/2024*					Gross Annual Operating Expenses*	
	Benchmark	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception	As a %
Target-Date Retirement							
VANGUARD TARGET RETIREMENT INCOME INV (VTINX)	16.22%	2.19%	4.45%	4.51%	5.09%	0.080%	\$0.80
<i>Morningstar Lifetime Mod Incm TR USD</i>	17.18%	2.70%	5.32%	4.75%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2020							
VANGUARD TARGET RETIREMENT 2020 INV (VTWNX)	18.25%	2.86%	6.01%	5.99%	6.19%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2020 TR USD</i>	19.61%	1.79%	5.51%	5.54%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2025							
VANGUARD TARGET RETIREMENT 2025 INV (VTTVX)	21.13%	3.68%	7.09%	6.74%	6.83%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2025 TR USD</i>	20.94%	2.01%	5.96%	6.00%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2030							
VANGUARD TARGET RETIREMENT 2030 INV (VTHRX)	23.27%	4.40%	8.04%	7.35%	6.98%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2030 TR USD</i>	22.56%	2.62%	6.74%	6.62%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2035							
VANGUARD TARGET RETIREMENT 2035 INV (VTTHX)	24.76%	5.07%	8.95%	7.93%	7.70%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2035 TR USD</i>	24.54%	3.66%	7.83%	7.33%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							

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Investment Name	Avg. Annual Total Return as of 09/30/2024*					Gross Annual Operating Expenses*	
	Benchmark	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception	As a %
Target-Date 2040							
VANGUARD TARGET RETIREMENT 2040 INV (VFORX)	26.33%	5.75%	9.85%	8.49%	7.72%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2040 TR USD</i>	26.49%	4.80%	8.91%	7.94%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2045							
VANGUARD TARGET RETIREMENT 2045 INV (VTIVX)	27.82%	6.39%	10.74%	8.97%	8.42%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2045 TR USD</i>	27.90%	5.61%	9.63%	8.29%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2050							
VANGUARD TARGET RETIREMENT 2050 INV (VFIFX)	28.91%	6.83%	11.05%	9.13%	8.09%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2050 TR USD</i>	28.55%	5.97%	9.92%	8.39%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2055							
VANGUARD TARGET RETIREMENT 2055 INV (VFFVX)	28.92%	6.84%	11.05%	9.11%	10.41%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2055 TR USD</i>	28.66%	5.98%	9.93%	8.36%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2060							
VANGUARD TARGET RETIREMENT 2060 INV (VTTSX)	28.93%	6.84%	11.05%	9.11%	10.24%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2060 TR USD</i>	28.62%	5.91%	9.87%	8.28%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							

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Investment Name	Avg. Annual Total Return as of 09/30/2024*					Gross Annual Operating Expenses*	
	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception	As a %	Per \$1000
Benchmark							
Target-Date 2065+							
VANGUARD TARGET RETIREMENT 2065 INV (VLXVX)	28.95%	6.87%	11.04%	N/A	9.82%	0.080%	\$0.80
<i>Morningstar Lifetime Mod 2065 TR USD</i>	28.51%	5.81%	9.79%	8.21%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000.							
Large Value							
VANGUARD EQUITY-INCOME ADM (VEIRX)	26.44%	10.77%	11.56%	10.58%	8.81%	0.180%	\$1.80
<i>Morningstar US LM Brd Value TR USD</i>	29.86%	11.48%	12.67%	10.96%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Large Blend							
VANGUARD 500 INDEX ADMIRAL (VFIAX)	36.29%	11.87%	15.93%	13.34%	8.27%	0.040%	\$0.40
<i>Morningstar US Large-Mid TR USD</i>	36.30%	10.95%	15.73%	13.15%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Large Growth							
HARBOR CAPITAL APPRECIATION INSTL (HACAX)	42.83%	7.28%	18.75%	15.68%	12.58%	0.720%	\$7.20
<i>Morningstar US LM Brd Growth TR USD</i>	41.91%	9.40%	17.86%	15.02%	N/A		
Mid-Cap Value							
VANGUARD MID CAP VALUE INDEX FUND ADMIRA (VMVAX)	31.04%	8.73%	10.76%	9.56%	12.51%	0.070%	\$0.70
<i>Morningstar US Mid Broad Value TR USD</i>	29.50%	9.22%	10.95%	9.96%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Mid-Cap Growth							
VANGUARD MID CAP GROWTH INDEX FUND ADMIR (VMGMX)	26.00%	1.70%	11.19%	10.58%	12.47%	0.070%	\$0.70
<i>Morningstar US Mid Broad Growth TR USD</i>	28.83%	2.84%	11.98%	11.35%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							

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Investment Performance, Expenses and Fees

Investment Name	Avg. Annual Total Return as of 09/30/2024*					Gross Annual Operating Expenses*	
	Benchmark	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception	As a %
Small Value							
VANGUARD SMALL CAP VALUE INDEX ADMIRAL (VSIAX)	28.69%	8.22%	11.60%	9.58%	12.39%	0.070%	\$0.70
<i>Morningstar US Small Brd Val Ext TR USD</i>	25.20%	6.11%	10.82%	8.45%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Small Growth							
VANGUARD SMALL-CAP GROWTH INDEX FUND ADM (VSGAX)	25.73%	-0.95%	8.60%	9.18%	11.58%	0.070%	\$0.70
<i>Morningstar US Small Brd Grt Ext TR USD</i>	27.39%	0.55%	8.81%	9.08%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Foreign Large Blend							
AMERICAN FUNDS INTL GROWTH AND INCOME R6 (RIGGX)	22.17%	4.30%	7.58%	5.08%	7.81%	0.540%	\$5.40
<i>Morningstar Global xUS TME NR USD</i>	25.10%	4.41%	7.85%	5.39%	N/A		
Shareholder-Type Fees/Restrictions: Any shareholder redeeming shares in the fund having a value of \$5000 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Foreign Large Growth							
AMERICAN FUNDS EUROPACIFIC GR R6 (REGX)	24.71%	0.06%	7.52%	6.26%	8.29%	0.470%	\$4.70
<i>Morningstar Gbl xUS Growth TME NR USD</i>	25.30%	0.99%	6.85%	5.58%	N/A		
Foreign Small/Mid Blend							
D F A INTERNATIONAL SMALL COMPANY I (DFISX)	24.52%	2.73%	8.36%	6.41%	6.88%	0.390%	\$3.90
<i>Morningstar Gbl xUS SMID NR USD</i>	22.82%	1.56%	6.86%	5.25%	N/A		
Real Estate							
D F A REAL ESTATE SECURITIES I (DFREX)	35.13%	3.54%	5.18%	8.07%	9.47%	0.200%	\$2.00
<i>Morningstar US Real Est TR USD</i>	34.49%	2.92%	4.79%	7.31%	N/A		

*The data provided is the most current data available as of the date this Notice was produced.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. For information regarding individual investing and diversification, please go to the Department of Labor's website at <https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/pension-protection-act/investing-and-diversification>.

The cumulative effect of plan fees and expenses can substantially reduce the growth of your retirement savings. Visit the U.S. Department of Labor's website for an example showing the long-term effect of fees and expenses at <https://www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/publications/a-look-at-401k-plan-fees.pdf>. Fees and expenses are only one of many factors to consider when you decide to invest in a plan investment option. You may also want to consider whether investing in a particular option, along with your other investments, will help you achieve your retirement goals.

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Investment Performance, Expenses and Fees

Reliance on Third-Party Database for Investment Information: Where applicable, the investment-related information reported in this section was prepared using information provided to Newport Group by one or more third parties. Although Newport Group believes this information to be accurate and complete, Newport Group makes no representation as to the accuracy or completeness of the information. For detailed information regarding each designated investment alternative, please refer to the prospectus, summary prospectus, or other similar-type document prepared by the issuer of each investment. (See "How to Obtain More Investment Information" below for direction on how to obtain these documents.)

How to Obtain More Investment Information

You can obtain additional information for the designated investment options by accessing the Participant Website (the web address may be found in the section of this Notice titled "How to Obtain More Information"). Such additional information includes, as applicable:

- more recent investment performance
- the name of the issuer of the investment option
- the objectives, goals, principal strategies and risks of the investment option
- the turnover ratio of the fund's portfolio
- the most recent available share price of the investment option
- copies of prospectuses or similar documents
- a list of assets comprising the portfolio of each investment option

You may request, free of charge, paper copies of any of these items from the contacts listed in the section of this Notice titled "How to Obtain More Information."

Other Investment Options

Model Portfolios: You may choose your investments from any of the designated investment options listed in the previous section, or you may choose from the plan's "model portfolios." Model portfolios are investment tools designed by investment professionals hired by the plan to help participants decide how to allocate assets in their account among the plan's designated investment options. Each model has a different risk/return profile (for example, "conservative," "moderate" or "aggressive" or is based on a participant's expected retirement date). When you choose a model portfolio, you are directing the plan to allocate your account to the investment options that are held by the model, in the percentages specified for the model. The current underlying funds and allocations for each model can be found on the Participant Website.

The investment allocations and/or age bands (where applicable) of a model portfolio may change from time to time. Your direction to the plan to allocate to a model portfolio also includes the direction to change your investment allocation whenever the model's allocations or age bands change.

Model portfolios are not mutual funds, collective funds, exchange traded funds ("ETFs") or other types of pooled investments and do not have "prospectuses." Model portfolios also are not personal investment advice; participants are responsible for their investment decisions under the plan, including the decision to use any of the model portfolios. Because models are based on the investment options in the plan, all of the expense and fund restrictions for an investment option used in a given model will apply to the portion of the model portfolio allocated to that option.

For more information regarding the model portfolios, please log in to the Participant Website (the web address is provided in the section of this Notice titled "How to Obtain More Information").

Plan and Individual Expenses that May Be Charged to Your Account

The plan hires outside professionals to provide administrative services that are needed for the plan to operate. The types of services that may be provided and the fees charged for those services are described in this section. Fees for services that benefit the plan as a whole (e.g., general plan administrative services and trustee/custodial services) will be shared by participants in the plan, only to the extent those fees are not paid by your employer, from plan forfeitures or from revenue sharing payments.

Revenue sharing payments are amounts paid by certain mutual funds and are part of the fund's Gross Annual Operating Expenses listed in the section of this Notice titled "Investment Performance, Expenses and Fees." To the extent any of the expenses described below are paid, in whole or in part, from revenue sharing payments received by the plan, those expenses will not be charged to your account.

If any of the expenses described in this section are deducted from your account, such expense will be shown on your quarterly statement.

PLAN EXPENSES

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Plan and Individual Expenses that May Be Charged to Your Account

Plan expenses are fees for services that are provided on a regular basis, such as recordkeeping and general plan administration. These services include such items as maintenance of individual information and investment records, daily accounting, processing investment and election changes, processing and allocating contributions, preparation of reports and individual statements, participant internet and telephone services, trust and custody services, and investment management services.

Only those expenses not paid by your employer, from plan forfeitures, or from revenue sharing payments will be charged to your account. If plan expenses are charged to your account, they will be assessed on either a *per capita* or *pro rata* basis. The expense payment method is identified below. For any expenses that are "Paid by Employer," the Employer may elect to have such expenses paid by the plan and in such event, the expense would be allocated on a *pro rata* basis (to the extent it is not paid by other sources). *Per capita* means an equal dollar amount will be charged to each participant's account. For example, if total expenses are \$10,000 and there are 100 participants, each participant's account would be charged \$100. *Pro rata* means a proportionate share of the fee will be charged to each participant's account based on the proportion that such participant's account balance bears to the account balances of all participants. For example, if the total value of all participant accounts (including your account) was \$1,000,000 and your account balance was \$10,000, an amount equal to 1% of the expenses would be deducted from your plan account.

Recordkeeping and Administration Fees: The annual fees for these services are estimated to be:

Description	Amount	Paid per capita/pro rata (if applicable):
Per Participant Fee	\$55.00 per participant	Paid by Employer
Recordkeeping Base Fee	\$2750.00	Paid by Employer

In addition to the regular administrative expenses described above, the plan may incur other administrative expenses for services that are not performed on a regular basis or the fees which are indeterminable, such as consulting, accountant's fees for audit of the plan's financial statements, custom reports or notices and other special or extraordinary services. These expenses are applied to your account in the same manner as the regular administrative expenses.

Trust and Custody Fees: The annual fees for these services are estimated to be:

Description	Amount	Paid per capita/pro rata (if applicable):
Trust/Custody Fee	0.0300 % of plan assets	Paid by Employer

Fees for Special Services: The following fees may be charged for special services provided to our plan:

Description	Amount	Paid per capita/pro rata (if applicable):
Printed Participant Notice Per Participant Fee	\$1.00 Per Participant	Paid by Employer
Printed Quarterly Statements	\$1.00 Each	Paid by Employer
Printed Quick Start Enrollment Guide	\$2.00 Each	Paid by Employer

INDIVIDUAL EXPENSES

Individual expenses are fees that are applied for services or actions that are specific to your account. Individual expenses are charged to your account only if applicable:

Description	Amount
Distribution Fee, non-periodic	\$75.00 Each
Overnight Delivery Fee	\$30.00 Each
Periodic Distribution Fee	\$12.50 Each
QDRO Validation Fee	\$250.00 Each
Required Minimum Distribution (RMD) Calculation Fee	\$85.00 Each
Stop Pay / Re-Issue Fee	\$30.00 Each
Wire Fee	\$10.00 Each

How to Obtain More Information

To obtain additional information about your plan or if you have questions about the information contained in this Notice, you may contact:

Fee Disclosure Contact(s)	Ken LeCureux, CPA, CGMA 2000 Bay City Road Midland MI 48642 (989) 496-0066 klecureux@bierlein.com
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How to Obtain More Information

Participant Service Center

844-749-9981

Representatives are available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time

Automated services are also available during non-business hours

Participant Website

<https://secure.newportgroup.com/login/participant>

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Supplemental Information

Bierlein 401(k) Profit Sharing Plan

ERISA 404(a)(5) Retirement Plan Fee Disclosure supplement

In addition to the investment and fee disclosure information identified in the Bierlein 401(k) Profit Sharing Plan ERISA 404 Annual Participant Investment and Fee Disclosure Notice, an annualized investment management fee of 0.25% (assessed quarterly at 0.0625%) will apply for services performed by Tri-Star Trust Bank. **This fee is billed directly to and paid for on your behalf by Bierlein Companies, Inc.**

As always, please feel free to contact us regarding any of this information and how it affects your retirement account at 989-492-7610.

Bierlein 401(k) Profit Sharing Plan
Qualified Default Investment Alternative Notice
(Production Date: 11/05/2024)

Notice Overview

Bierlein 401(k) Profit Sharing Plan (the "Plan") allows participants, beneficiaries of deceased participants, and alternate payees the right to choose how to invest the money in their Plan accounts. Assets can be invested in any of several investment options that are available under the Plan. You may elect to change your investment allocations daily, subject to Plan rules.

Information regarding the investment options available to you, as well as information on how to provide investment instructions to the Plan is provided as part of the Plan's enrollment process.

If you do not make an investment election for some or all of the assets in your account, those assets will be invested in a portfolio selected by a Plan fiduciary (a Qualified Default Investment Alternative or "QDIA"). This notice describes the QDIA and when assets will be invested in the QDIA on your behalf.

Circumstances in which Default Investments May Occur

A default investment will be made, for example:

- If you elect to defer to the Plan or you are automatically enrolled in the Plan but do not specify how your deferrals or other assets should be invested;
- If you make a rollover contribution to the Plan but have not specified how contributions to the Plan should be invested;
- If a fund in which you have invested is eliminated and you do not direct that the assets be transferred to another available fund; or
- If a fund in which you have invested is frozen to future contributions, and you do not specify a new fund to receive future contributions.

In this notice, any assets that have been invested in the QDIA by default are referred to as Default Investments.

QDIA Information

Targeted Retirement Investments

The QDIA is designed to provide long-term appreciation and capital preservation by investing in a fund that has an appropriate mix of equity and fixed-income securities based on your target retirement date. The mix of underlying investments in the fund will change over time as your age increases in order to decrease your risk of loss. The specific fund to which your Default Investments will be allocated is shown in Table I based on the date range in which you are projected to reach your expected retirement age as established by an investment fiduciary for the Plan. Table I also provides a description of the investment objective and strategy for each fund. Please see Table II for additional information regarding each fund, including the risk and return characteristics, and fees and expenses relating to each fund.

Table I

Name of Investment	Target Retirement Date Range	Investment Objective & Strategy From investment's prospectus
VANGUARD TARGET RETIREMENT INCOME INV (VTINX)	1900 - 2012	The investment seeks to provide current income and some capital appreciation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors currently in retirement. Its indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; inflation-protected public obligations issued by the U.S. Treasury; mortgage-backed and asset-backed securities; and government, agency, corporate, and securitized investment-grade foreign bonds issued in currencies other than the U.S. dollar.
VANGUARD TARGET RETIREMENT INCOME INV (VTINX)	2013 - 2017	The investment seeks to provide current income and some capital appreciation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors currently in retirement. Its indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; inflation-protected public obligations issued by the U.S. Treasury; mortgage-backed and asset-backed securities; and government, agency, corporate, and securitized investment-grade foreign bonds issued in currencies other than the U.S. dollar.

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QDIA Information

Name of Investment	Target Retirement Date Range	Investment Objective & Strategy From investment's prospectus
VANGUARD TARGET RETIREMENT 2020 INV (VTWNX)	2018 - 2022	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2020 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.
VANGUARD TARGET RETIREMENT 2025 INV (VTTVX)	2023 - 2027	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2025 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.
VANGUARD TARGET RETIREMENT 2030 INV (VTHR X)	2028 - 2032	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2030 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.
VANGUARD TARGET RETIREMENT 2035 INV (VTTHX)	2033 - 2037	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2035 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.
VANGUARD TARGET RETIREMENT 2040 INV (VFORX)	2038 - 2042	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2040 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.
VANGUARD TARGET RETIREMENT 2045 INV (VTIVX)	2043 - 2047	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2045 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.
VANGUARD TARGET RETIREMENT 2050 INV (VFIFX)	2048 - 2052	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2050 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

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QDIA Information

Name of Investment	Target Retirement Date Range	Investment Objective & Strategy From investment's prospectus
VANGUARD TARGET RETIREMENT 2055 INV (VFFVX)	2053 - 2057	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2055 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.
VANGUARD TARGET RETIREMENT 2060 INV (VTTSX)	2058 - 2062	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2060 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.
VANGUARD TARGET RETIREMENT 2065 INV (VLXVX)	2063 - 2099	The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2065 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Table II: Additional Information Regarding QDIA Funds

The below table provides information on the return characteristics as well as the fees and expenses associated with each QDIA fund. To access more detailed Fund Fact Sheets for the below investments login to your account at <https://secure.newportgroup.com/login/participant>. You may, at any time, elect to transfer your Default Investments from the QDIA to any of the other investment options available under the Plan.

Risk Characteristics

Target date funds are managed to gradually reduce, but not eliminate, market risk exposure over time by allocating a greater percentage to fixed income, or bond investments and reducing allocation to equity, or stock investments. The table below provides an asset allocation which identifies an approximate percentage of assets invested in equity and bonds/cash. Equity investments are inherently subject to greater market risk while bonds and cash are designed to preserve principal. Equity investments have historically exhibited higher risk and greater long-term returns than bonds. Bonds have historically been less volatile and therefore have a lower risk of principal investment loss than equity investments. The funds are diversified portfolios, which is a strategy to reduce risk by investing in different asset classes. This can help to reduce, but does not eliminate market risk. Investors in the funds should be able to tolerate the risks that come from the volatility of the stock/equity and bond markets. While diversification can't ensure a profit or protect against loss, it can be a good way to manage investment risk. However, please note that the principal value of the funds is not guaranteed at any time, including at or after the target retirement date, and accounts are not FDIC insured.

There is no guarantee that any particular asset allocation or mix of funds will meet your investment objectives. All investments involve risks, and fluctuations in the financial markets and other factors may cause declines in the value of your account. You should carefully consider all of your options when making investment decisions and you may wish to consult an investment professional.

Investment Name (Symbol)	Avg. Annual Total Return as of 09/30/2024*					Asset Allocation ¹	Gross Annual Operating Expenses ²
	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception		
Benchmark							
Target-Date Retirement							
VANGUARD TARGET RETIREMENT INCOME INV (VTINX)	16.22%	2.19%	4.45%	4.51%	5.09%	29.86% Equity 70.14% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod Incm TR USD</i>	17.18%	2.70%	5.32%	4.75%	N/A		

Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in

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QDIA Information

Investment Name (Symbol)	Avg. Annual Total Return as of 09/30/2024*					Asset Allocation ¹	Gross Annual Operating Expenses ²
	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception		
Benchmark							
Target-Date Retirement (continue)							
the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
VANGUARD TARGET RETIREMENT INCOME INV (VTINX)	16.22%	2.19%	4.45%	4.51%	5.09%	29.86% Equity 70.14% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod Incm TR USD</i>	17.18%	2.70%	5.32%	4.75%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2020							
VANGUARD TARGET RETIREMENT 2020 INV (VTWNX)	18.25%	2.86%	6.01%	5.99%	6.19%	37.72% Equity 62.28% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2020 TR USD</i>	19.61%	1.79%	5.51%	5.54%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2025							
VANGUARD TARGET RETIREMENT 2025 INV (VTTVX)	21.13%	3.68%	7.09%	6.74%	6.83%	51.27% Equity 48.73% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2025 TR USD</i>	20.94%	2.01%	5.96%	6.00%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2030							
VANGUARD TARGET RETIREMENT 2030 INV (VTHR30)	23.27%	4.40%	8.04%	7.35%	6.98%	60.80% Equity 39.20% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2030 TR USD</i>	22.56%	2.62%	6.74%	6.62%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2035							
VANGUARD TARGET RETIREMENT 2035 INV (VTTH35)	24.76%	5.07%	8.95%	7.93%	7.70%	68.25% Equity 31.75% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2035 TR USD</i>	24.54%	3.66%	7.83%	7.33%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							

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QDIA Information

Investment Name (Symbol)	Avg. Annual Total Return as of 09/30/2024*					Asset Allocation ¹	Gross Annual Operating Expenses ²
	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception		
Benchmark							
Target-Date 2040							
VANGUARD TARGET RETIREMENT 2040 INV (VFORX)	26.33%	5.75%	9.85%	8.49%	7.72%	75.65% Equity 24.35% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2040 TR USD</i>	26.49%	4.80%	8.91%	7.94%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2045							
VANGUARD TARGET RETIREMENT 2045 INV (VTIVX)	27.82%	6.39%	10.74%	8.97%	8.42%	82.68% Equity 17.32% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2045 TR USD</i>	27.90%	5.61%	9.63%	8.29%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2050							
VANGUARD TARGET RETIREMENT 2050 INV (VFIFX)	28.91%	6.83%	11.05%	9.13%	8.09%	88.73% Equity 11.27% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2050 TR USD</i>	28.55%	5.97%	9.92%	8.39%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2055							
VANGUARD TARGET RETIREMENT 2055 INV (VFFVX)	28.92%	6.84%	11.05%	9.11%	10.41%	88.72% Equity 11.28% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2055 TR USD</i>	28.66%	5.98%	9.93%	8.36%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							
Target-Date 2060							
VANGUARD TARGET RETIREMENT 2060 INV (VTTSX)	28.93%	6.84%	11.05%	9.11%	10.24%	88.63% Equity 11.37% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2060 TR USD</i>	28.62%	5.91%	9.87%	8.28%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000. Any shareholder redeeming shares in the fund having a value of \$0 or more will be precluded from investing in the fund for 30 calendar days after the redemption transaction.							

**Bierlein 401(k) Profit Sharing Plan
Qualified Default Investment Alternative Notice
(Production Date: 11/05/2024)**

QDIA Information

Investment Name (Symbol)	Avg. Annual Total Return as of 09/30/2024*					Asset Allocation ¹	Gross Annual Operating Expenses ²
	1 Yr.	3 Yr.	5 Yr.	10 Yr.	Since Inception		
Benchmark							
Target-Date 2065+							
VANGUARD TARGET RETIREMENT 2065 INV (VLXVX)	28.95%	6.87%	11.04%	N/A	9.82%	88.53% Equity 11.47% Bond	0.080%
<i>Benchmark: Morningstar Lifetime Mod 2065 TR USD</i>	28.51%	5.81%	9.79%	8.21%	N/A		
Shareholder-Type Fees/Restrictions: No more than 1 round trip(s) permitted every 30 days. A "round trip" is the purchase of shares in the investment following redemption of shares from the investment. This restriction is waived for trades of less than \$10000.							

*The data provided is the most current data available as of the date this Notice was produced.

¹As reported by Morningstar®, Equity and Bond/Cash percentages may or may not include foreign investments. Equity positions include any holdings in US Stock, Non US Stock, Preferred, and Other classifications. Bond/Cash positions include any holdings in US Bond, Non US Bond, Convertible, and Cash classifications.

²Gross Annual Operating Expenses is the percentage of fund assets paid for operating expenses and management fees, including 12b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's Net Asset Value (NAV), expressed as a percentage of its assets. These are costs the investor pays through a reduction in the investment's rate of return.

Shareholder-type fees include, if applicable, short term redemption fees or other fees charged against an investment fund that are not included in the Gross Annual Operating Expenses such as commissions, sales loads, deferred sales charges, surrender charges, exchange fees, account fees and purchase fees.

Transfers from the QDIA to Other Investment Options

Please note that you may, at any time, elect to transfer your Default Investments from the QDIA to any of the other investment options available under the Plan. There are no fees, expenses or other restrictions associated with transfers out of the QDIA, if the transfer occurs in the first 90 days following the date assets were first invested in the QDIA. After the first 90 days, fees may apply as described in this notice.

How to Direct Your Investment. You may select or make changes to your investments as follows:

- **By Internet:** You may access your account at any time by logging in to the Participant Website at <https://secure.newportgroup.com/login/participant>. Once you are logged in, choose Explore My Options from the Shortcuts menu, then make your desired choices on the screens that follow. If you need assistance logging into your account or navigating the website, you may call the Participant Service Center at the number provided in the section titled "How to Obtain More Information" at the end of this Notice.
- **By Phone:** You may select or make changes to your investments by calling the toll-free automated telephone response system at the number provided for the Participant Service Center in the section of this Notice titled "How to Obtain More Information."

Investment elections or changes you make by phone or (if applicable) on the Participant Website will generally be processed the same business day or, if made when the New York Stock Exchange is closed, the next business day. You should confirm that your investment directions have been implemented by logging in to the Participant Website on the date your investment elections are scheduled to be processed, as described above. If you see a discrepancy, contact the Participant Service Center immediately at the number provided in the section of this Notice titled "How to Obtain More Information."

How to Obtain More Information

To obtain additional information (as applicable) regarding the QDIA and other investment alternatives available under the Plan, including copies of prospectuses, financial statements and reports and other materials you may contact:

Notice Contact(s)

Ken LeCureux, CPA, CGMA
Bierlein Companies, Inc.
2000 Bay City Road
Midland MI 48642
(989) 496-0066
klecureux@bierlein.com

**Bierlein 401(k) Profit Sharing Plan
Qualified Default Investment Alternative Notice
(Production Date: 11/05/2024)**

How to Obtain More Information

Participant Service Center

844-749-9981

Representatives are available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time

Automated services are also available during non-business hours

Participant Website

<https://secure.newportgroup.com/login/participant>

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BIERLEIN 401(K) PROFIT SHARING PLAN
SUMMARY PLAN DESCRIPTION

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BIERLEIN 401(K) PROFIT SHARING PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Bierlein 401(k) Profit Sharing Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan.

What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

In this Summary, your Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other Plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan. Your Employer will notify you if the provisions of the Plan that are described in this SPD change.

NOTE: This Plan has been adopted by other Employers. However, each Employer may have Plan provisions that differ from those explained in this SPD. The Administrator will inform you if there are any differences.

Types of contributions. The following types of contributions may be made under this Plan:

- Employee salary deferrals including Roth 401(k) deferrals
- Employer matching contributions
- Employer profit sharing contributions
- Employee "rollover" contributions

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

All Contributions

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan

Salary Deferrals

Eligibility conditions. You will be eligible to participate for purposes of salary deferrals when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- 60 days of consecutive employment

Entry Date. For purposes of salary deferrals, your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

Employer Matching Contributions

Eligibility conditions. You will be eligible to participate for purposes of matching contributions when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- 60 days of consecutive employment

Entry Date. For purposes of matching contributions, your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

Employer Profit Sharing Contributions

Eligibility conditions. You will be eligible to participate for purposes of profit sharing contributions when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- completion of one (1) Year of Service.

Entry Date. For purposes of profit sharing contributions, your Entry Date will be the first day of the Plan Year quarter coinciding with or next following the date you satisfy the eligibility requirements.

Long-Term Part-Time Employees

You will be considered to be a Long-Term Part-Time (LTPT) Employee if you are a part-time employee who has not entered the Plan as a regular participant, but who is credited with at least three consecutive years beginning after December 31, 2020, with at least 500 Hours of Service in each year, and you have attained the same age as other Participants who are eligible to defer. If you enter the Plan as an LTPT Participant and you later satisfy the normal eligibility requirements, you will participate thereafter as a regular participant. As an LTPT Participant, you will be credited with a Year of Service for each year in which you are credited with more than 500 Hours of Service.

LTPT Participants are eligible for the following contribution types:

- Pre-tax deferrals
- Roth 401(k) deferrals

You are subject to the automatic deferral provisions under the Plan.

Your Entry Date as an LTPT Participant for all Plan purposes will be the same Entry Date for all other Participants in the Plan for deferrals.

The following Employees will not be considered LTPT Participants:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- certain nonresident aliens who have no earned income from sources within the United States
- Other Excluded Employees as described above

How is my service determined for purposes of Plan eligibility?

Year of Service. You will be credited with a Year of Service at the end of the twelve month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service during such period. If you have not been credited with 1,000 Hours of

Service by the end of such period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year eligibility Break in Service rule. The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment after incurring five 1-Year Breaks in Service, you would have to resatisfy any minimum service requirements under the Plan.

Service with another Employer. For eligibility purposes, your Years of Service with Bierlein Services, Inc. will be counted.

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens if I'm a Participant, terminate employment and then I'm rehired?

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan.

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are salary deferrals and how do I contribute them to the Plan?

Salary deferrals. As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

Pre-Tax 401(k) deferrals. If you elect to make Pre-Tax 401(k) deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Roth 401(k) deferrals. If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Administrator. You may elect to defer a portion of your salary as of your Entry Date or on the first payroll of each month. Such election will become effective as soon as administratively feasible after it is received by the Administrator. Your election will generally remain in effect until you modify or terminate it.

Deferral modifications. You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make any other modification on the first day of each month or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Administrator.

Deferral Limit. As a Participant, you may elect to defer an amount from your compensation each year instead of receiving that amount in cash. You may defer a percentage of your compensation. Such election may also apply to irregular pay (e.g., bonuses).

Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2023 is \$22,500. After 2023, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit. The Administrator will notify you of the maximum percentage you may defer.

Catch-up contributions. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2023 is \$7,500. After 2023, the maximum may increase for cost-of-living adjustments.

Automatic Deferral. Effective as of December 31, 2007, the Plan includes an automatic salary deferral feature. Your Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a Pre-Tax 401(k) deferral. The Automatic Deferral provisions apply to all Participants, except those who have a salary deferral agreement in effect on the Automatic Deferral provisions effective date, provided that the deferral amount under the agreement is at least equal to the Automatic Deferral amount specified below.

Automatic Deferral provisions. The following provisions apply to these Automatic Deferrals:

- You may complete a salary deferral agreement to elect an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan. Your election will generally remain in effect until you modify or terminate it.
- The amount to be automatically withheld from your pay each payroll period will be equal to 9% of your compensation.

Contact the Administrator if you have any questions concerning the application of Automatic Deferrals.

Annual dollar limit. You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Administrator not later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan your Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings to you by April 15th.

Allocation of deferrals. The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

Distribution of deferrals. The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD. However, if you are a highly compensated employee (generally more than 5% owners and certain family members (regardless of how much they earn), or individuals receiving wages in excess of certain amounts established by law), a distribution of amounts attributable to your salary deferrals or certain excess contributions may be required to comply with the law. The Administrator will notify you when a distribution is required.

What are "rollover" contributions?

Rollover contributions. At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" contribution and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your "rollover" contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your "rollover account." Rollover contributions will be affected by any investment gains or losses.

Withdrawal of "rollover" contributions. You may withdraw the amounts in your "rollover account" at any time.

What are In-Plan Roth Conversions?

Ordinarily, you do not pay taxes on the contributions or earnings of your accounts attributable to your employer's contributions (including accounts attributable to Employer matching contributions and accounts attributable to Employer profit sharing contributions) until you receive an actual distribution from such accounts because such amounts are usually held in what is called "pre-tax" accounts. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a "qualified Roth distribution", you also do not pay taxes on the earnings that are attributable to the contributions. See the Q&A called "What are my tax consequences when I receive a distribution from the Plan?" for the definition of a qualified Roth distribution.

This Plan allows an In-Plan Roth conversion feature. That means that a portion of your funds that are already in one or more of your tax-deferred accounts under the Plan can be converted from a pre-tax basis to a Roth tax basis. For tax purposes, such recharacterized amounts will be treated by the Plan as if such funds had been Roth deferrals to your account, i.e., they will not be taxed at the time of distribution. That is because you will be taxed on the total amount being converted to a Roth tax basis for the year in which such conversion(s) are made.

Once you make an election to convert an amount to a Roth tax basis, your election cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the plan to pay the additional taxes. The In-Plan Roth transfer does not affect the timing of when a distribution may be made to you under the Plan; the transfer only changes the tax character of your account. You should consult with your tax advisor prior to making a transfer election.

There are two conversion options available under the plan, In-plan Roth Rollovers and In-plan Roth Transfers. Each type of conversion is described in greater detail in the two Questions that immediately follow, because there are some technical differences between the two types.

What are In-Plan Roth Rollovers?

In-Plan Roth Rollovers. Effective January 1, 2016, if you are eligible for a distribution from an account and you are currently an employee, you may elect to roll over all or a portion of the distribution to a designated Roth contribution account in the Plan (referred to as an In-Plan Roth Rollover). You may only roll over the distribution directly. If you wish to convert all or a portion of a non-distributable account to a Roth tax basis, see the Question "What are In-Plan Roth Rollover Transfers?"

Conditions and limitations on deemed distributions. You are eligible to elect a deemed distribution solely for purposes of making an In-Plan Roth Rollover if you satisfy the condition described below:

- you have attained age 21

The following limitations apply to the In-Plan Roth Rollovers:

- An In-Plan Roth Contribution can only be made from accounts which are 100% vested.
- A transfer can only be made at a time when you are still employed.
- Loans may not be distributed as part of the distribution.

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans. Ask the Administrator if you need more details.

What are In-Plan Roth Rollover Transfers?

In-Plan Roth Rollover Transfers. Effective January 1, 2016, as a Participant under the Plan, you may make an In-Plan Roth Rollover Transfer (provided you are an employee at the time of the transfer). An In-Plan Roth Rollover Transfer allows you to elect to change the tax treatment of all or some of your pre-tax accounts provided the account is 100% vested, as explained below.

Conditions and Limitations. The following limitations apply to the In-Plan Roth Rollover Transfer:

- A transfer can only be made from accounts which are 100% vested.
- Loans may not be distributed as part of the distribution.
- A transfer can only be made at a time when you are still employed.

Additional Information: See the Question entitled "What are In-Plan Roth conversions" for more information on this feature.

ARTICLE III EMPLOYER CONTRIBUTIONS

In addition to any deferrals you elect to make, your Employer may make additional contributions to the Plan. This Article describes Employer contributions that may be made to the Plan and how your share of the contribution is determined.

What is the Employer matching contribution and how is it allocated?

Flexible Discretionary Matching contribution. Your Employer may make a discretionary matching contribution equal to a percentage of your salary deferrals. Each year, your Employer will determine the amount of Flexible Discretionary Match percentage and the Employer is required to provide a separate notice no later than 60 days after the last match payment is made for the Plan Year.

Limit on matching contribution. Your Employer has the option to apply the matching contribution by disregarding (i.e., not matching) salary deferrals that exceed a certain dollar amount or a certain percentage of your compensation for such period. The Administrator will inform you of this limit.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

What is the Employer profit sharing contribution and how is it allocated?

Profit sharing contribution. Each year, your Employer may make a discretionary profit sharing contribution to the Plan. Your share of any contribution is determined below.

Your share of the contribution. The profit sharing contribution will be "allocated" or divided among Participants eligible to share in the contribution for the Plan Year.

The contribution will be allocated to your account in the same proportion that your compensation plus your compensation in excess of the Social Security Taxable Wage Base (also called "excess compensation") bears to the total compensation plus "excess compensation" of all eligible Participants. However, the maximum amount which can be allocated to you in this first step is 5.7% of your compensation plus your "excess compensation."

If after the first step of the allocation process there still remains a portion of the contribution which has not yet been allocated, then the remainder will be allocated to you in the same proportion that your compensation bears to the total compensation of all Participants.

Allocation conditions. In order to share in the profit sharing contribution for a Plan Year, you must satisfy the following conditions:

- If you are employed on the last day of the Plan Year, you will share if you completed a Year of Service during the Plan Year.
- If you terminate employment (not employed on the last day of the Plan Year), you will not share regardless of the amount of service you completed during the Plan Year.
- You will share in the profit sharing contribution for the year regardless of the amount of service you completed during the Plan Year in the year of your death, disability, termination of employment after Normal Retirement Age or termination of employment after Early Retirement Date. This waiver of allocation conditions will only apply once during your employment history with the Employer (e.g., if you retire, are rehired and then retire again, the waiver only applies to your initial retirement).

How is my service determined for allocation purposes?

Year of Service. You will have completed a Year of Service for a Plan Year if you have completed at least 1,000 Hours of Service during the Plan Year.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

Service with another Employer. For allocation purposes, your Years of Service with Bierlein Services, Inc. will be counted.

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the Terminated Participant's account balance remains in the Plan and is called a forfeiture.

Allocation of forfeitures. The Employer may use forfeitures to pay Plan expenses. In some cases, remaining forfeitures will be used to reduce Employer contributions.

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. In addition, salary reductions to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included in Compensation. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply under the Plan.

All Contributions

Adjustments to compensation. The following adjustments to compensation will be made:

- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- third-party sick pay and short-term disability wages
- compensation paid after you terminate employment is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
 - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2023 is \$330,000. After 2023, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions (excluding "catch-up contributions") that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2023, this total cannot exceed the lesser of \$66,000 or 100% of your annual compensation. After 2023, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of this Plan. The Trust Fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including the Employer, the Trustee and the Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including your Employer, the Trustee(s) and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

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

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"
- "rollover" contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Employer Profit Sharing Contributions

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule. You will always, however, be 100% vested in your profit sharing contributions if you are employed on or after your Early or Normal Retirement Age or if you die or become disabled.

Vesting Schedule Profit Sharing Contributions	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Employer Matching Contributions

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule. You will always, however, be 100% vested in your matching contributions if you are employed on or after your Early or Normal Retirement Age or if you die or become disabled.

Vesting Schedule Matching Contributions	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Special Vesting Provisions

- Employer Match Source transferred from Bierlein Services will be Fully Vested

How is my service determined for vesting purposes?

Year of Service. To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

Hour of Service. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Excluded vesting service - prior to the initial Effective Date. For purposes of matching contributions and profit sharing contributions, Years of Service prior to October 1, 1974, which is the initial Effective Date of the Plan, will not be counted for vesting purposes.

Excluded vesting service - prior to age 18. For purposes of matching contributions and profit sharing contributions, Years of Service prior to the time you reached age 18 will not be counted for vesting purposes.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year Break in Service rule. The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

Service with another Employer. For vesting purposes, your Years of Service with Bierlein Services, Inc. will be counted.

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens to my non-vested account balance if I'm rehired?

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five 1-Year Breaks in Service, your account balance as of your termination date will be restored, unadjusted for any gains or losses.

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-Year Breaks in Service.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your Employer will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of reemployment, or, if earlier, before you incur five 1-Year Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

What happens if the Plan becomes a "top-heavy plan"?

Top-heavy plan. A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." "Key employees" are certain owners or officers of your Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to "key employees." Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

Top-heavy rules. If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- Your Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a Participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

**ARTICLE VI
DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS**

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and limitations. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy any of the conditions described below:

- you have attained age 59 1/2
- A Participant's Disability

The following limitations apply to in-service distributions from certain accounts:

- In-service distributions can only be made from accounts which are 100% vested.

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans. Ask the Administrator if you need more details.

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

Qualified birth or adoption distribution. You may request a distribution of up to \$5,000 per child as a Qualified Birth or Adoption Distribution (QBAD), provided certain conditions are met. A QBAD must be made during the 1-year period beginning on the date your child is born or the date you adopt someone who is not your child or your spouse's child and who is under age 18 or is physically or mentally incapable of caring for themselves. You can later recontribute this distribution to an IRA or, in some situations, to this Plan. If you have separated from service, you cannot request a QBAD.

Account restrictions. You may request a QBAD only from the vested portion of the following accounts:

- Permitted from all accounts, other than pension accounts (subject to spousal consent rules) and Employer Stock

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse, your dependents or your beneficiaries or necessary for you, your spouse, your dependents or your beneficiaries to obtain medical care.
- costs directly related to the purchase of your principal residence (excluding mortgage payments).
- tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse, your dependents or your beneficiaries.
- amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- payments for burial or funeral expenses for your deceased parent, spouse, children, other dependents or beneficiaries.
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code without regard to the limit on casualty losses that are deductible for income tax purposes under IRC 165(h).
- expenses for disasters arising from federally declared disasters, such as your expenses and losses (including loss of income) attributable to that disaster, provided your principal residence or place of employment was in an area FEMA designates as qualifying for individual assistance.

The ability to obtain a hardship distribution for certain expenses of your beneficiary is effective August 17, 2006. A beneficiary is someone you designate under the Plan to receive your death benefit who is not otherwise your spouse or dependent.

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

- (a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.
- (b) You have obtained all distributions, other than hardship distributions, currently available under all retirement plans that the Employer maintains.
- (c) You certify (via a form for that purpose) that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

Limitations. The following limitations apply to hardship distributions:

- Hardship distributions can only be made from accounts which are 100% vested.
- You must be employed with the Employer at the time of the hardship distribution.

Account restrictions. You may request a hardship distribution only from the following accounts provided the account is 100% vested:

- pre-tax deferral accounts plus earnings
- Roth 401(k) deferral accounts plus earnings
- account(s) attributable to Employer matching contributions
- accounts attributable to Employer profit sharing contributions

In addition, there are restrictions placed on hardship distributions which are made from certain accounts. The Employer contributions which are used to satisfy special rules that apply to 401(k) plans, may not be distributed to you on account of a hardship. Ask the Administrator if you need further details.

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- early retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination and Hardship Distributions" for a further explanation.)

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability or early or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Treatment of "rollover" contributions for consent to distribution. In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your "rollover account" will be considered as part of your benefit.

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment at Early Retirement Date?

Early Retirement Date. Your Early Retirement Date is the date you have attained age 55 and completed six (6) Years of Service with your Employer (early retirement age). Your Years of Service will be determined using Years of Service for vesting. You may elect to retire when you reach your Early Retirement Date.

Payment of benefits. If you are employed on the date you attain your early retirement age, you will become 100% vested in all of your accounts under the Plan. However, the payment of benefits generally will not begin until you actually retire after reaching your Early Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. However, if you retire after reaching your Early Retirement Date but prior to your Normal Retirement Date and the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollover" contributions (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals of at least \$1,000

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or retire. You should contact the Administrator if you think you may be affected by these rules.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- installments over a period of not more than the assumed life expectancy of your beneficiary
- partial withdrawals of at least \$1,000

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

Effective after December 31, 2019, the law now requires complete distributions to some beneficiaries of deceased participants within 10 (instead of 5) years after death. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.

Distributions must generally begin by April 1 of the calendar year following the year you turn age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or, in some cases, when you retire, if later. For more information, see IRS Publication 590-B.

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

What happens if I'm a Participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

You will not be taxed on distributions of your Roth 401(k) deferrals. In addition, a distribution of the earnings on the Roth 401(k) deferrals will not be subject to tax if the distribution is a "qualified Roth distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability and the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth 401(k) deferral to our Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later.

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

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or direct transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

60-day rollover. The rollover of all or a portion of the distribution to an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described below would be the better choice.

Direct rollover. For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer (See the question entitled "What are the In-Plan Roth Rollover Contributions?" for special rules

on In-Plan Roth Rollovers). A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA rollover. If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE X PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a "qualified domestic relations order" is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a "qualified domestic relations order" is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer 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 your Employer intends to maintain the Plan indefinitely, your Employer reserves 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 become 100% vested. Your Employer 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.

How do I submit a claim for Plan benefits?

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. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

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?

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 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 (except as provided below for disability claims) after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the 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.

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then instead of the above, the initial claim must be resolved within 45 days of receipt by the Plan. A Plan may, however, extend this decision-making period for an additional 30 days for reasons beyond the control of the Plan. The Plan will notify you of the extension prior to the end of the 45-day period. If, after extending the time period for a first period of 30 days, the Plan Administrator determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30-day period. Appropriate notice will be provided to you before the end of the first 45 days and again before the end of each succeeding 30-day period. This notice will explain the circumstances requiring the extension and the date the Plan Administrator expects to render a decision. It will explain the standards on which entitlement to the benefits is based, the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues. You will have 45 days from the date of receipt of the Plan Administrator's notice to provide the information required.

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 any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) 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.
- (e) In the case of a claim for disability benefits if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then the following additional information will be provided:
 - (i) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views you presented to the Plan of health care professionals treating the claimant and vocational professionals who evaluated you;

- The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
- A disability determination made by the Social Security Administration and presented by you to the Plan.

(ii) Either the internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or other criteria do not exist.

(iii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.

(iv) 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 the claim.

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?

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

(a) YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY THE PLAN ADMINISTRATOR (RATHER THAN A THIRD PARTY SUCH AS THE SOCIAL SECURITY ADMINISTRATION), THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION. IN THE CASE OF AN ADVERSE BENEFIT DETERMINATION REGARDING A RESCISSION OF COVERAGE, YOU MUST REQUEST A REVIEW WITHIN 90 DAYS OF THE NOTICE.

(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.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) If the initial adverse benefit determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the fiduciary will consult with a health care professional who was neither involved in or subordinate to the person who made the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.

(e) Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

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 (45 days with respect to claims relating to the determination of disability benefits) 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 (or 90 days with respect to claims relating to the determination of disability benefits).

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.
- (d) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration):
 - (i) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.
 - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.
 - (iii) A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

If the Plan offers voluntary appeal procedures, a description of those procedures and your right to obtain sufficient information about those procedures upon request to enable you to make an informed decision about whether to submit to such voluntary appeal. These procedures will include a description of your right to representation, the process for selecting the decision maker and the circumstances, if any, that may affect the impartiality of the decision maker. No fees or costs will be imposed on you as part of the voluntary appeal. A decision whether to use the voluntary appeal process will have no effect on your rights to any other Plan benefits.

- (iv) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;
 - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
 - a disability determination made by the Social Security Administration and presented by you to the Plan.

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 not later than 180 days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan Participant?

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?

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

ARTICLE XI GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Bierlein 401(k) Profit Sharing Plan.

Plan Number

Your Employer has assigned Plan Number 002 to your Plan.

Plan Effective Dates

Effective Date. This Plan was originally effective on October 1, 1974. The amended and restated provisions of the Plan become effective on January 1, 2021. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

Merged plan. Bierlein Services, Inc. 401(k) is merged into this Plan effective as of January 1, 2016.

Other Plan Information

Valuation date. Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

The Plan will be governed by the laws of Michigan to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

Employer Information

Your Employer's name, contact information and identification number are:

Bierlein Companies, Inc.
2000 Bay City Road
Midland, Michigan 48642
38-1940783
Telephone: 989.496.0066

The Plan allows other employers to adopt its provisions. Another Employer who has adopted the provisions of the Plan is:

Bierlein Services, Inc.

38-3114746

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Bierlein Companies, Inc.
2000 Bay City Road
Midland, Michigan 48642
Telephone: 989.496.0066

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a Trust Fund. The Trustee is responsible for the safekeeping of the Trust Fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a Trust Fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is listed below with their contact information:

Tri-Star Trust Bank

1004 N. Michigan Avenue
Saginaw, Michigan 48602
Telephone: 989.921.0010

**APPENDIX
ROLLOVERS FROM OTHER PLANS**

The Plan will accept Participant "rollover" contributions and/or "direct rollovers" of distributions from the types of plans specified below: (check all that apply)

Direct Rollovers. The Plan will accept a "direct rollover" of an eligible rollover distribution from:

- a qualified plan described in Section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), **excluding** after-tax voluntary contributions.
- a qualified plan described in Section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), **including** after-tax voluntary contributions.
- a qualified plan described in Section 403(a) of the Internal Revenue Code (an annuity plan), **excluding** after-tax voluntary contributions.
- a qualified plan described in Section 403(a) of the Internal Revenue Code (an annuity plan), **including** after-tax voluntary contributions.
- an annuity contract described in Section 403(b) of the Internal Revenue Code (a tax-sheltered annuity), **excluding** after-tax voluntary contributions.
- an annuity contract described in Section 403(b) of the Internal Revenue Code (a tax-sheltered annuity), **including** after-tax voluntary contributions.
- a plan described in Section 457(b) of the Internal Revenue Code (eligible deferred compensation plan).
- a Roth 401(k) deferral account under a qualified plan described in Section 401(a) of the Internal Revenue Code (a 401(k) plan).
- a Roth 401(k) deferral account under an annuity contract described in Section 403(b) of the Internal Revenue Code (a tax-sheltered annuity).
- a Participant loan from another plan.

Participant Rollover Contributions from Other Plans. The Plan will accept a Participant "rollover" contribution of an eligible rollover distribution from:

- a qualified plan described in Section 401(a) of the Internal Revenue Code (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan).
- a qualified plan described in Section 403(a) of the Internal Revenue Code (an annuity plan).
- an annuity contract described in Section 403(b) of the Internal Revenue Code (a tax-sheltered annuity).
- a governmental plan described in Section 457(b) of the Internal Revenue Code (eligible deferred compensation plan).

Participant Rollover Contributions from IRAs:

- The Plan will accept a Participant "rollover" contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the Participant has been in the SIMPLE IRA for at least two years.

BIERLEIN 401(K) PROFIT SHARING PLAN
COMMON QUESTIONS ABOUT OUR PLAN

Introduction

The following questions and answers highlight some of the important parts of our Plan. Remember, these are only highlights. The Summary Plan Description ("SPD") describes the Plan in much greater detail. If you have any questions about these highlights, the SPD, or the Plan, you should ask the Administrator.

- Q.** Why is your Employer sponsoring a retirement plan?
- A.** Your Employer is sponsoring this Plan to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan.
- Q.** How do I participate in the Plan?
- A.** Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Date that apply.

All Contributions

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan

Salary Deferrals

Eligibility conditions. You will be eligible to participate for purposes of salary deferrals when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- 60 days of consecutive employment

Entry Date. For purposes of salary deferrals, your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

Employer Matching Contributions

Eligibility conditions. You will be eligible to participate for purposes of matching contributions when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- 60 days of consecutive employment

Entry Date. For purposes of matching contributions, your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

Employer Profit Sharing Contributions

Eligibility conditions. You will be eligible to participate for purposes of profit sharing contributions when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- completion of one (1) Year of Service.

Entry Date. For purposes of profit sharing contributions, your Entry Date will be the first day of the Plan Year quarter coinciding with or next following the date you satisfy the eligibility requirements.

Long-Term Part-Time Employees

You will be considered to be a Long-Term Part-Time (LTPT) Employee if you are a part-time employee who has not entered the Plan as a regular participant, but who is credited with at least three consecutive years beginning after December 31, 2020, with at least 500 Hours of Service in each year, and you have attained the same age as other Participants who are eligible to defer. As a Long-Term Part-Time Participant, you will be eligible to defer including Roth 401(k) deferrals. Please see the Section in the SPD entitled "Long-Term Part-Time Employees" for additional information.

Q. What are salary deferrals and how do I contribute them to the Plan?

A. **Salary deferrals.** As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. This amount is referred to as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

Pre-Tax 401(k) deferrals. If you elect to make Pre-Tax 401(k) deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Roth 401(k) deferrals. If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?"

Automatic Deferral. Your Employer will automatically withhold a portion of your compensation unless you make an affirmative salary deferral election. You may complete a salary deferral agreement to elect an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan. If you have any questions concerning the application of this Automatic Deferral provision, please see the Section in the SPD entitled "What are salary deferrals and how do I contribute them to the Plan?" for additional information.

You may receive additional amounts from your Employer if you do contribute.

Q. When will I receive payments from the Plan?

A. The Plan is designed to encourage you to stay with the Employer until retirement. Payment will generally occur at your Normal or Early Retirement Date, unless you postpone your actual retirement. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age. You will attain your Normal Retirement Age when you reach age 65. Your Early Retirement Date is the date you have attained age 55 and completed six (6) Years of Service with your Employer. Your Years of Service will be determined using Years of Service for vesting. You may elect to retire when you reach your Early Retirement Date.

Q. How much will I be paid when I retire?

A. The amount you are paid when you retire will be based upon the amount of money your Employer has put into the Plan for you, plus or minus any earnings or losses. You should review the Article in the SPD entitled "Employer Contributions" for an explanation of how your Employer makes contributions to the Plan and how they are shared by Eligible Employees.

Q. How will payments be made when I retire?

A. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollover" contributions (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals of at least \$1,000

You should review the Article in the SPD entitled "Benefits and Distributions Upon Termination of Employment" for a further explanation of the rules associated with the payment of benefits.

Q. What if I stop working before I retire?

A. If you stop working before you retire, you will only be entitled to the "vested percentage" of your account balance.

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

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"
- "rollover" contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance (attributable to contributions subject to a vesting schedule) is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Employer Profit Sharing Contributions

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule. You will always, however, be 100% vested in your profit sharing contributions if you are employed on or after your Early or Normal Retirement Age or if you die or become disabled.

Vesting Schedule Profit Sharing Contributions	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Employer Matching Contributions

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule. You will always, however, be 100% vested in your matching contributions if you are employed on or after your Early or Normal Retirement Age or if you die or become disabled.

Vesting Schedule Matching Contributions	
Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

- Q.** If I stop working before retirement, when will my vested amount be paid?
- A.** If your employment terminates for reasons other than death, disability or early or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

- Q.** What if I die before I retire?
- A.** Your beneficiary will be entitled to the vested portion of your interest in the Plan upon your death. If you are single, you may name anyone you like to be your beneficiary. If you are married, your spouse is your beneficiary with respect to 100% of your death benefit unless you and your spouse name someone else as your beneficiary. You should review the question entitled "Who is the beneficiary of my death benefit?" in the SPD.

Q. Can I withdraw money from the Plan while I'm still working?

A. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy any of the conditions described below:

- you have attained age 59 1/2.
- A Participant's Disability

This distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

You may request a distribution of up to \$5,000 per child as a Qualified Birth or Adoption Distribution (QBAD), provided certain conditions are met. A QBAD must be made during the 1-year period beginning on the date your child is born or the date you adopt someone who is not your child or your spouse's child and who is under age 18 or is physically or mentally incapable of caring for themselves. You can later recontribute this distribution to an IRA or, in some situations, to this Plan. If you have separated from service, you cannot request a QBAD.

In certain instances you may also receive an in-service distribution if you incur a financial hardship. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

There are various rules and restrictions regarding withdrawing money from your accounts in the Plan while you are still employed. Please review the SPD for more information on these rules and restrictions.

NOTE: THESE QUESTIONS AND ANSWERS ARE NOT MEANT TO BE A SUBSTITUTE FOR A THOROUGH READING OF THE SUMMARY PLAN DESCRIPTION. THE PROVISIONS OF THE PLAN ARE VERY COMPLEX. IT IS NOT POSSIBLE TO FULLY EXPLAIN ALL ASPECTS OF THE PLAN IN THESE SHORT QUESTIONS AND ANSWERS. YOU SHOULD ALWAYS CONSULT THE SUMMARY PLAN DESCRIPTION IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN. IF, AFTER READING THE SUMMARY PLAN DESCRIPTION, YOU STILL HAVE QUESTIONS, YOU SHOULD CONTACT THE ADMINISTRATOR.