

Pandowealth/isolved 401k Services

Employee Enrollment Guide and Plan Highlights for The Grace Coop, Inc.

Enrolling in the Plan

Initial instructions to log into and use the 401(k) Participant Site

Participant URL: www.my401kdata.com

- Username = Social Security Number (no dashes)
- Password = last 4 digits of your Social Security Number
- Follow the enrollment wizard (see 401(k) Web User Manual)
- Remember to designate your Beneficiary online
- To roll funds over from a prior plan contact us at 888-505-4484 or 401kservice@isolvedhcm.com to get the appropriate form

Plan Highlights

Excluded Employees: Leased Employees; Union Members; Non-Resident Aliens

Eligibility: Age 21 and 1 year with 1,000 hours of service

Plan Entry: Monthly

Auto Enrollment: No

Employee Contributions: Your contributions can be made on a Roth and Pretax basis.

Employer Contributions: Match: SafeHarbor
Profit Sharing: Cross Tested

Vesting: Employee contributions, including rollover contributions are always 100% vested. Safe Harbor contributions use a 100% vesting schedule. Other employer contributions use a 6 Year Graduated vesting schedule.

Protected Benefits: None

Education Advisor

The Education Advisor will help you with investment related questions. If you have questions, please schedule a free chat with them at <https://www.pandowealth.com/401k-coaching-call>

**SUMMARY PLAN DESCRIPTION FOR THE
TPC QUALIFIED PLANS LLC RETIREMENT SAVINGS PLAN**

January 2024 Edition

Introduction

TPC Qualified Plans LLC (the “Principal Plan Sponsor”) maintains the TPC Qualified Plans LLC Retirement Savings Plan (the “Plan”) for adoption by various employers (“Adopting Employers”) for the benefit of their employees.

You are receiving this Summary Plan Description (“SPD”) because you are a Participant (or a beneficiary of a Participant) with respect to an Adopting Employer, which will be called the “Company” in this SPD.

This document is a common language summary of the Plan, but is not intended to cover in detail the entire Plan document. In any conflict between a term in this SPD and the Plan document, the Plan document will control.

The entire Plan document is available upon request from the Plan Administrator at:

TPC Qualified Plans LLC
2355 JFK Road / P.O. Box 58
Dubuque, IA 52004-0058
888-505-4484

We believe that this SPD covers the most important information about the Plan. If you want more information, please contact the Plan Administrator. Only the Plan Administrator is authorized to answer questions about the Plan.

Company

This SPD describes the Plan as adopted by The Grace Coop, Inc. (the Company).

Definitions

Throughout this SPD, you will come across certain words or terms that are used frequently and that you should know. Keep them in mind as you read the rest of this SPD. All capitalized terms not specifically defined in this SPD are defined in the Plan document.

Compensation:

Compensation means all wages or salary paid to you by the Company and reported on Form W-2 for that portion of the Plan Year during which you are a Participant, plus any amounts excluded from income as salary reduction contributions to a section 401(k) plan, a section 125 cafeteria plan, section 403(b) plan, or section 457(b) plan. The amount of your compensation that may be considered for plan purposes (including contribution calculations and nondiscretionary testing) is limited. For 2024, the limit is \$345,000.

Hour of Service:

Hour of Service means each hour for which you are directly or indirectly paid by the Company for performance of duties and for reasons other than the performance of duties. For example, Hour of Service will include regular time, overtime, vacations, holidays, any paid leave periods adopted by the Company in lieu of vacation, sick, or holiday leave and paid sick-leave periods.

Normal Retirement Age:

Normal Retirement Age means the date you reach age 65.

Participant:

You are a Participant if you are eligible to participate under the provisions of the Plan.

Plan Year:

Plan Year means the 12-month period running from January 1 through December 31.

Eligibility

Q1: Who is eligible to participate in the Plan?

In general, if you are classified as an employee of the company (or one of its affiliates that is participating), then you are eligible to participate in the Plan, unless you come within one of the exclusions in Q2.

Q2: Are there any exclusions to eligibility?

Yes, the following exclusion(s) apply:

- You must not be a non-resident alien
- You must not be a leased employee
- You must not be a union employee for whom retirement benefits were the subject of good faith bargaining.

Q3: *Is there an age requirement?*

You must be at least age 21.

Q4: *Is there a service requirement?*

Yes, you must have completed one year of service with at least 1,000 hours of service.

Q5: *When does participation begin?*

Your participation begins on the following date:

On the first day of the first month that coincides with or first follows your satisfaction of the eligibility requirements.

Contributions

Q6: *Does the Plan allow me to make elective deferrals?*

Yes pre-tax or after-tax (“Roth”) elective deferrals to the Plan. You may elect to change (or cancel) the percentage of your compensation contributed to the Plan at any time. Your election will be effective as soon as administratively feasible following your request. Your election will apply automatically to all subsequent payroll periods until you make a change. Your elective deferrals are limited to an annual maximum adjusted by the IRS each year. For 2024, the maximum is \$23,000, unless you qualify for catch-up contributions (explained below). If you are age 50 or over by the end of the Plan Year, your elective deferrals may also include additional (“catch-up”) contributions. For 2024, the maximum “catch-up” contributions are \$7,500, for a total limit on elective deferrals of \$30,500.

Q7: *Does the Plan provide for automatic enrollment?*

No, amounts will be withheld from your compensation and contributed to the Plan only if you elect.

Q8: *Does the Plan provide for employer matching contributions?*

The Company will make nondiscretionary safe-harbor matching contributions equal to 100% of Elective Deferrals up to 3% of your compensation and 50% of Elective Deferrals that exceed 3% of compensation but do not exceed 5% of compensation. You will always be 100% vested in the part of your account attributable to these contributions.

Q9: *Does the Plan provide for employer profit-sharing contributions?*

Yes, the Company may make discretionary profit-sharing contributions. These are contributions made in amounts determined by the Company from year to year. If made, the contributions will be allocated according to a formula determined by the Company from year to year, with different allocation rates for different groups of employees, in a manner that satisfies applicable nondiscrimination rules.

Q10: What conditions must be satisfied for me to receive a share of any employer discretionary profit-sharing contributions?

No conditions need to be met.

Q11. When are contributions paid to the Plan?

Elective deferrals are deposited in the Plan as soon as reasonably possible after being withheld from your pay.

Employer matching contributions may be deposited in the Plan at the same time as the elective deferrals to which they relate. Nevertheless, matching contributions are not required to be deposited in the Plan until after the close of the Plan Year (but before the deadline for the Company to file its federal income tax return).

Employer discretionary profit-sharing contributions are normally deposited in the Plan after the close of the Plan Year (but before the deadline for the Company to file its federal income tax return).

Q12: Are the amounts that can be contributed to the Plan each year limited?

Yes, besides the annual dollar limits on elective deferrals and “catch-up” contributions described above, there is an overall annual limit on the amounts that can be added to your account under the Plan from all sources (including any employer matching contributions or profit-sharing contributions). For 2024, the dollar limit is \$69,000. The IRS adjusts this limit for inflation each year. Also, the total amounts cannot exceed the amount of your compensation for the Plan Year.

Q13: May I roll money from my other retirement plan account into my Plan account?

Yes, with the consent of the Plan Administrator, you may transfer amounts to this Plan from another tax-qualified plan or from an individual retirement account that is eligible to be rolled over and would otherwise be includible in gross income. Contact the Plan Administrator for more information if you are interested in making a rollover contribution to the Plan.

Q14: What if I take a leave for military service?

The Plan provides for contributions, service credit, and other benefits to persons returning to employment after military service, to the extent required by federal law. If you are rehired following a period of uniformed service that entitles you to rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA), you will be credited with such service for purposes of determining years of service for vesting purposes. You may also be entitled to make certain “make-up” elective deferrals to the Plan and to receive employer matching contributions and employer profit-sharing contributions (if applicable). If you receive differential pay from the Company, it will be considered as compensation under the Plan. If you die while in military service, you will be treated as if you had returned to work and then died. Contact the Plan Administrator for further information if you think you may be eligible for these special benefits.

Investments

Q15. How are the funds in my account invested?

The assets of the Plan are held in trust by a trustee. Each participant has an account under the Plan. If you are a participant, you may direct the investment of your account balance among selected investment options.

Q16. Will investment decisions be made for me?

Normally, you decide how your Plan account will be invested among the available options. If you do not choose an investment option, however, your account will be invested in the Plan's "qualified default investment alternative." The qualified default investment alternative is chosen by the Plan fiduciaries to be an investment option with a moderate risk return and low fees, consistent with Department of Labor rules. You may move your assets into or out of investment in the qualified default investment alternative at any time. You may receive information on the qualified default investment alternative by contacting the Plan Administrator.

Q17. Am I responsible for deciding how my account is to be invested?

Yes, you have responsibility for the investment of your account in accordance with the principles in ERISA Section 404(c) and its related regulations. They provide that if you have control of the investment of your account, then you also have the responsibility for the investment profits and losses that result from that control. The Company has structured the Plan to allow participant-directed investments in a way that qualifies the Plan as a "Section 404(c) Plan." Therefore, the Plan's fiduciaries may be relieved of any liability for losses experienced as a result of your investment instructions.

The Plan administrator does not recommend any particular investment option. Your selection of any option or mix of options should take into account your personal financial situation and any other investments. The Plan administrator will follow any investment request submitted by you unless it does not conform to the terms of the Plan document.

Q18. What investment options does the Plan provide?

The Plan's fiduciaries have chosen the investment options available to you, based on risk, return, performance, and liquidity characteristics. You will be provided with information regarding the options.

Q19. How do I change my investment election?

You may change your investment directions daily according to procedures provided by the Plan administrator. If you change your investment election, future contributions will be invested according to the new investment election.

Q20. What information will I receive regarding the investment of my account?

You will receive the following:

- A general description of the investment objectives and risk and return characteristics of each investment option including information relating to the fund options and options to diversify such investments.
- Information identifying the investment manager and individuals who provide investment services to any such investment option.
- An explanation of how you provide investment instructions.
- An explanation of all fees and transaction expenses associated with the control and management of the investment option into which your account is invested.

Requests for additional information can be made to the Plan Administrator.

Vesting

Q21: What are the vesting requirements of this Plan and when do they apply?

Salary Deferrals

You are always 100% vested in the part of your account attributable to your elective deferrals.

Matching Contributions

All employer matching contributions and the earnings on those contributions are always 100% vested.

Employer Profit-Sharing Contributions

All employer profit-sharing contributions and the earnings on those contributions become 100% vested upon your death, disability (as determined by the Plan administrator), or attainment of Normal Retirement Age. If your employment terminates for any other reason, then the following schedule determines the vested portion of the profit-sharing contributions and earnings in your account:

Completed Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Q22: What is a “Year of Service” for vesting purposes?

A “Year of Service” for vesting purposes is any Plan Year in which you are credited with at least 1,000 hours of service. You will receive a Year of Service for vesting if you are credited with 1,000 hours of service in a Plan Year even if you do not work for the Company for the entire Plan Year.

All of your Years of Service with the Company are considered for purposes of the vesting requirements (even if you were not participating in the Plan) if your service has been

continuous. If you have had a “Break-in-Service” (a Plan Year in which you have had less than 501 hours of service), then your service prior to the Break-in-Service will not be counted if (1) at the time of your Break-in-Service you had not made any elective deferrals and you were 0% vested in any employer contributions, and (2) you have five consecutive one-year Breaks-in-Service.

Q23: What happens to the amounts that are forfeited?

Forfeitures may be used to pay any administrative expenses of the Plan, reinstate any previously forfeited account balances, or be applied to Company contributions to the Plan.

Q24: May forfeited amounts be restored to me?

If you terminate employment and experience a forfeiture and you then timely return to employment, you may have the forfeited amount reinstated by paying to the Plan the amount of your previously-vested account balance that was distributed to you. If you were 0% vested at the time you terminated employment and therefore did not receive any distribution, the Plan will assume that upon your rehire you have repaid the “0% vested” amount, and the previously non-vested portion of your account that was forfeited will be reinstated. Reinstatement of forfeited balances will not reflect increases for earnings (or decreases for losses) from the time of the forfeiture to the time of reinstatement. Finally, repayment of a prior distribution to accomplish a reinstatement must be made before the earlier of (1) five years after your rehire date, or (2) the close of the first period of five consecutive one-year Breaks-in-Service beginning after your termination of employment. Also, a reinstatement is not available if you have experienced five consecutive one-year Breaks-in-Service before being rehired by the Company.

Benefits

Q25: When can I receive a payout from my account in the Plan?

Your Plan benefits are payable to you when you die, become totally disabled, or terminate employment. Under the Plan, the trustee (in accordance with the instructions of the Plan administrator) must distribute Plan benefits as soon as administratively practicable and in all instances no later than 60 days after the close of the Plan Year.

If you die while employed, your beneficiary will receive the value of your vested account balance. If you are married, you may not designate a beneficiary other than your spouse unless your spouse consents in writing. Your spouse’s consent must be witnessed by a notary.

If your account balance is divided in a divorce proceeding pursuant to a qualified domestic relations order (QDRO), the alternate payee under the QDRO (who can be your spouse, former spouse, child, or other dependent) will receive a distribution of the alternate payee’s portion of your account balance upon request. Further information is found in the Plan’s QDRO procedures, available from the Plan Administrator.

You can delay payment of your vested account balance until April 1st of the year after you turn age 73 unless you are still employed with the Company. If you do not request payment before such time, your account balance will be paid in a lump-sum no later than the April 1st of such year unless you are still employed with the Company.

After you reach Normal Retirement Age (but no sooner than age 59 ½), you may request a distribution of some or all of the vested part of your account (including earnings).

You may request a withdrawal of your rollover contributions at any time.

Q26: Can I receive a payout earlier due to financial hardship?

The Plan permits hardship distributions in situations involving the payment of uninsured medical expenses, funeral expenses, certain primary residence expenses, the purchase of a residence, a payment to prevent eviction from your primary residence, or the payment of higher education expenses for you or a family member. If you qualify for a hardship distribution, you can request to receive up to 100% of the elective deferrals you have made (including Roth elective deferrals, and earnings on either type of deferral). Hardship distributions of matching and discretionary contributions are not available. Further information on the hardship distribution rules can be obtained from the Plan administrator.

Q27: If I am entitled to a payout, when will it be made?

If you have terminated your employment for reasons other than death or disability and you have not yet attained your Normal Retirement Age, you may apply to the Plan Administrator for a distribution of your benefits. The actual distribution will be made as soon as administratively practicable after receipt of your distribution request. If your vested account balance is \$5,000 or less, however, your vested account balance will be distributed even if you do not apply for a distribution. If your vested account balance is mandatorily distributed (because it is \$5,000 or less), but you do not direct how the distribution should be paid (e.g. whether it should be rolled over to an IRA or paid to you directly), then as required by law the Plan Administrator will roll it over to an IRA selected for you.

The Plan administrator may wait until the year-end accounting has been accomplished to calculate the value of your account balance. If, for example, you quit in June and request a distribution (or have a vested account balance of \$5,000 or less) you will receive your distribution as soon as administratively practicable, but in some limited instances you may not receive your distribution until the next year.

Note that, if you receive a distribution and do not transfer the funds into an IRA or another qualified retirement plan, the distribution may be subject to federal (and state, if applicable) income taxes and mandatory 20% withholding. And if you have not attained age 55 (for distributions following termination of employment) or age 59½ (for hardship distributions), normally the distribution will be subject to a 10% early distribution penalty, unless an exception applies. You should consult your tax advisor for your actual tax situation.

Q28: In what forms can I receive my benefits?

Normally, you will receive your account payout in one lump sum. In certain circumstances, you may elect to receive your account balance in installments, either monthly, quarterly, or annually. Contact the Plan Administrator for more details on installment payments.

Q29: Can I “roll over” my benefits?

You may generally elect to have any portion of an eligible rollover distribution paid to an eligible retirement plan you specify. An eligible rollover distribution is any distribution of all or any portion of your account balance, except that an eligible rollover distribution does not include the following: (1) any distribution in the form of an annuity or for a specified period of ten years or more; (2) any minimum required distribution under the tax code; (3) any non-taxable distribution (other than a distribution from a Roth deferral account, discussed below); and (4) any hardship distribution.

The Plan will make a direct rollover of a distribution from a Roth elective deferral account only to another Roth elective deferral account under an applicable retirement plan or Roth IRA and only to the extent the rollover is permitted under the tax code.

Contact the Plan Administrator for more information if you are interested in making a rollover out of the Plan.

Q30: Can I borrow the value of my account balance?

Loans to Participants are not permitted.

Q31: What effect does this Plan have on my social-security taxes or benefits?

The Plan generally has no effect on your social-security taxes or benefits. The amount of your pay that you elect to defer remains subject to social-security taxes as if you received that pay. No social-security taxes are paid on the employer matching contributions, profit-sharing contributions, or any earnings.

Q32: Can I lose my benefits?

Although your benefits are held in trust, there are a few situations that will cause you to lose benefits or to have your benefits reduced. These are as follows:

- No contributions can be made to your account over the limits specified in the Plan or the legally specified maximum amounts for any Plan Year.
- If you terminate employment before becoming 100% vested, then you may lose the portions of your employer matching contributions or profit-sharing contributions that were not vested at your termination of employment, as described under “Vesting.”
- Your accounts will share in losses, as well as gains and income, of the investment funds in which you have elected to invest your accounts.
- If you are subject to a qualified domestic relations order (QDRO), then a part or all of your account balance could be assigned to another party, as described under “Assignment of Benefits.”

General Information

Administration

The Plan administrator administers the Plan and acts as the Plan fiduciary. TPC Qualified Plans LLC is responsible for appointing the Plan administrator. The Plan administrator acts for the

Company in administering the Plan. Although the Plan administrator cannot alter the terms, condition, or benefits of the Plan, it has full authority to interpret and apply the Plan's provisions in its sole discretion.

Filing a claim

When you want to file a claim for benefits under the Plan, contact the Plan administrator; you will be supplied with all the necessary forms to be filed. You should consult your tax adviser regarding the financial impact of any distributions that you receive from the Plan.

Claims procedure

If you believe that you are being denied rights or benefits under the Plan, you may file a claim in writing with the Plan administrator. The Plan administrator will notify you of its decision in writing within 90 days after the claim is received (within 180 days if special circumstances require an extension—you will be notified of any such extension within the initial 90-day period). If notification is not given within such a period, your claim shall be considered denied as of the last day of the period.

If your claim for benefits is denied, the Plan administrator will give you, in writing:

- the specific reasons that your claim was denied;
- specific reference to pertinent Plan provisions on which the denial was based;
- 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;
- a statement that 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; and
- information regarding what steps you should take if you want to submit a request for review.

Review procedure

If you do not agree with the decision, you can request that the decision be reviewed by filing a written request for review within 60 days after receiving notice that your claim has been denied. You or your representative may present written statements that explain why you believe that the benefit claim should be paid, including documents, records, and other information that is relevant to your claim for benefits.

The Plan administrator will provide to you or your representative, upon request and free of charge, copies of all documents, records, and other information relevant to your claim.

Generally, the Plan administrator will review its decision within 60 days after receiving a request for review (or within 120 days if special circumstances warrant an extension—you will be notified of the extension within the initial 60-day period) and will give you written notice.

If the decision on review is not made within such period, the claim shall be considered denied.

If your claim for benefits is denied, the Plan administrator will give you, in writing:

- the specific reasons that your claim was denied;

- specific reference to pertinent Plan provisions on which the denial was based;
- a statement that 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; and
- a statement regarding your right to bring an action under Section 502(a) of ERISA.

Time limit on legal actions against the Plan

Participants and beneficiaries may not take legal action against the Plan more than one year after the Plan administrator's decision on review.

Disability Claims Procedures

The Department of Labor (DOL) issued regulations (DOL Regulation §2650.503-1) modifying the claim procedures that must be used by a plan providing disability benefits. The effective date of the regulations is April 1, 2018; and these procedures are intended to serve as a Summary of Material Modifications (SMM).

Disability Claims Procedures

Notwithstanding anything in the plan or Summary Plan Description to the contrary, the following procedures apply with respect to claims for disability benefits after April 1, 2018. These procedures are limited to claims where benefits are based on disability and the Plan Administrator is determining whether you satisfy the Plan's definition of disability (e.g., where the plan is not relying on an independent determination, such as qualifying for Social Security disability benefits or where a participant's eligibility for disability benefits is determined under Employer's long term disability program).

These procedures are intended to meet ERISA requirements set forth in DOL Regulation §2560.503-1 and will be interpreted in accordance with such regulations. The procedures are designed to ensure that claimants are not unduly inhibited from making claims; that claimants may appoint an authorized representative in accordance with Plan rules; determinations will be made in accordance with the Plan documents; that Plan provisions are applied consistently; and that decisions are made by impartial and independent decision makers.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described here. If applicable, the Plan will not assert that a claimant has 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 the claimant is not precluded from challenging the decision under ERISA §501(a) or other applicable law.

The "claimant" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary).

For purposes of these procedures, a document, record, or other information shall 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.

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 or a written assertion that your benefits under the Plan have been determined incorrectly, will be considered a claim for benefits.

The claim for benefits must include sufficient evidence to enable the Plan Administrator to determine whether you have met the Plan's definition of disability.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the 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.

Initial Claims

A claim must be resolved, at the initial level, 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 the claimant of the extension prior to the end of the 45-day period. If, after extending the time period for the first 30-day period, 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 must be provided to the claimant 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 to the claimant. 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.

The claimant will have 45 days from the date of receipt of the Plan Administrator's notice to provide the information required.

What if my benefits are denied?

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 the claimant's 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 the claimant 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 the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.
- (e) 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 the claimant and vocational professionals who evaluated the claimant;
 - the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's 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 regarding the claimant and presented by the claimant to the Plan.
- (f) If the adverse benefit determination is based on medical necessity or experimental 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 the claimant's medical circumstances will be provided. If this is not practical, a statement will be included that such explanation will be provided free of charge, upon request.
- (g) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.
- (h) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

Review of Adverse Benefit Determinations

When a claimant receives a notice of an adverse benefit determination, the claimant may request a review of the decision. The request must be in writing and must be filed within 180 days following receipt of the notice. In the case of an adverse benefit determination regarding a rescission of coverage, the claimant must request a review within 90 days of the notice. The claimant or his authorized representative may submit written comments, documents, records, and other information relating to the claim. If the claimant so requests, he or she will be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The review shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The review will not afford deference to the initial adverse benefit determination and will be considered by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

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 shall 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.

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 the claimant, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow the claimant time to respond.

Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the claimant must be provided a copy of the rationale at no cost to the claimant. 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 the claimant time to respond.

The claimant will be notified of the determination on review of the claim no later than 45 days after the Plan's receipt of the request for review, unless special circumstances require an extension of time for processing. In such a case, the claimant 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 the claimant of the determination on review no later than 90 days after receipt of the request for review.

Notice of Adverse Benefit Determination on Review

The Plan Administrator shall provide written or electronic notification to the claimant or his authorized representative 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 determination was based.
- (c) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
- (d) A statement of claimant's right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to claimant's 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 the claimant's right to obtain sufficient information about those procedures upon request to enable the claimant to make an informed decision about whether to submit to such voluntary appeal. These procedures will include a description of the claimant's 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 the claimant as part of the voluntary appeal. A claimant's decision whether to use the voluntary appeal process will have no effect on the claimant's rights to any other Plan benefits.

(e) 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 the claimant and vocational professionals who evaluated the claimant;
- the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's 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 regarding the claimant and presented by the claimant to the Plan.

(f) If the adverse benefit determination is based on medical necessity or experimental 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 the claimant's medical circumstances will be provided. If this is not practical, a statement will be included that such explanation will be provided free of charge, upon request.

(g) 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.

Other Information

Can the Plan be amended or terminated?

Although the Company intends to continue the Plan indefinitely, the Company reserves the right to amend, terminate or discontinue contributions to the Plan at any time and for any reason. Such actions shall be approved by written resolution of the Company's board of directors or other governing body. Amendments shall be approved by written resolution of the Company and shall be effective as of the date specified in the amendment. Amendments may include retroactive amendments to the extent allowed by law. However, no amendment shall deprive any participant or any beneficiary of any right to which he or she is entitled under the Plan with respect to vested contributions, nor shall it provide for the use of funds or assets other than for the benefit of employees and beneficiaries excepts as may be allowed by law or regulations.

Neither the Company nor any of its employees shall have any further financial obligations from and after termination of the Plan except with respect to obligations that accrued up to the date of termination which have not been satisfied. You will be notified of any such change.

What happens if the Plan is terminated?

If the Plan is terminated, all contributions to the Plan will stop and you will be 100% vested in your entire account balance. In some cases, the trust fund is “rolled over” to another Plan in which you would be a Participant. In other cases, the trust fund is paid out directly to the Participants. If the Plan terminates, any outstanding Plan loans shall become due and payable.

Insurance

Because individual participant accounts are maintained under the Plan, the Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC).

Assignment of benefits

For the protection of your interests and those of your dependents, your benefits under the Plan cannot be assigned and, to the extent permitted by law, are not subject to garnishment or attachment. However, you may divide your account balance in connection with a divorce pursuant to a qualified domestic relations order (QDRO). Participants and beneficiaries can obtain, without charge, a copy of the Plan’s procedures governing qualified domestic relations orders from the Plan administrator.

Plan document

This booklet is only a summary of the Plan document. We have tried to write this summary in clear, understandable and informal language. Please refer to the official Plan documents for more extensive information. In the event of any conflict between this booklet and the Plan document, the Plan document will govern.

ERISA Information

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Receive information about your Plan and benefits

ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan administrator is required by law to furnish each participant with a copy of the summary annual report.
- Obtain a statement telling you whether you have a right to receive benefits at Normal Retirement Age and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you are not fully vested, the statement will tell you

how many more years you have to work to be fully vested. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent actions by Plan fiduciaries

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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, your union, 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.

Enforce your rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan administrator. If you have a claim for benefits that 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 administrator’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with your questions

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

Other Plan Information

Plan Sponsor: TPC Qualified Plans LLC
2355 JFK Road / P.O. Box 58
Dubuque, IA 52004-0058
888-505-4484

Employer Identification Number (EIN): 47-4934241

Plan Administrator: TPC Qualified Plans LLC
2355 JFK Road / P.O. Box 58
Dubuque, IA 52004-0058
888-505-4484

Agent for Legal Process: TPC Qualified Plans LLC
2355 JFK Road / P.O. Box 58
Dubuque, IA 52004-0058
888-505-4484

Trustee: TPC Qualified Plans LLC
c/o isolved HCM, LLC
2355 JFK Road / P.O. Box 58
Dubuque, IA 52004-0058
888-505-4484

Plan Number Assigned by Plan Sponsor: 020

Type of Plan: Multiple-employer defined-contribution profit-sharing/401(k); ERISA Section 404(c)

Type of Administration: Contract administration through a third-party administrator.

Multiple Employer Statement: The Plan Sponsor is the party who established and maintains the plan. Participants and beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a sponsor, the sponsor's address.