# MARSHALLTOWN COMPANY 401(K) SAVINGS PLAN

# SUMMARY PLAN DESCRIPTION

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# INTRODUCTION

Marshalltown Company (the "Company") established the Marshalltown Company 401(k) Savings Plan (the "Plan") effective 01/01/1987. This Summary Plan Description describes the Plan as restated effective 04/01/2022. Any Safe Harbor provisions in the Plan, however, will be effective as of 01/01/2008. This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

# ELIGIBILITY

## Eligible Employee

You are an "Eligible Employee" if you are employed by Marshalltown Company or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are a member of any of the following classes of employees:

- For purposes of Elective Deferral Contributions, Safe Harbor Matching Contributions and Non-Elective Contributions, any employee who is included in a unit of employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.

- For purposes of Elective Deferral Contributions, Safe Harbor Matching Contributions and Non-Elective Contributions, any leased employee.

- For purposes of Elective Deferral Contributions, Safe Harbor Matching Contributions and Non-Elective Contributions, the term "Eligible Employee" will not include: Residents of Puerto Rico; members of UAW "International Union, United Automobile, Aerospace and Agricultural Implement Workers of America", Local No. 893, Unit 6 are included; All Employees of any Employer acquired as part of a Code Section 410(b)(6)(C); reclassified employees.

## Elective Deferral Contributions and Non-Elective Contributions

You will become eligible to make Elective Deferral Contributions and receive Non-Elective Contributions on the first day of the calendar month, coincident with or next following the date you complete 2 months of service, measured from your date of hire, provided that you are an Eligible Employee at the end of that period.

## Computing Service

With respect to eligibility to make Elective Deferral Contributions and to receive Safe Harbor Matching


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Contributions and Non-Elective Contributions only, "Year of Eligibility Service" means a 12-month period beginning on your employment commencement date. In order to determine the number of whole Years of Eligibility Service, nonsuccessive periods of service and less than whole year periods of service will be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service. You will also receive credit for any period of severance of less than 12 consecutive months. If less than one Year of Eligibility Service is required, such service will be determined by substituting such period for "12 months" and "Year" where they appear in this paragraph. To illustrate how to determine eligibility using this elapsed time method, where service is determined from date of hire, please follow this example:

> ABC Company requires employees to have one year of service under the elapsed time method. Mr. Brown is hired on April 1. He terminates employment with ABC Company on June 15 of the same year and is subsequently rehired on November 30. His first year of service is determined by looking at the 12-month period beginning on April 1, his original hire date, and ending on the following March 31. Even though he was not continuously employed with ABC Company during this period, he was employed as of the beginning and end of the Eligibility Computation Period, so he has satisfied the one-year service requirement under the elapsed time method.

To the extent that the Plan uses the hours of service method to determine eligibility service, if you are an employee whose hours are not tracked, you will be credited with one hundred ninety (190) hours of service for each month or partial month of service with the Company.

All eligibility service with the Company is taken into account.

Please note, if you are eligible to make or receive contributions you will be a "Participant" in the Plan.

## CONTRIBUTIONS

### Account

"Account" means all of the contributions, of whatever type, made to the Plan for a Participant, including the earnings and losses on those contributions.

### Elective Deferral Contributions

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferral Contributions. You may elect to defer up to 100% of your Plan Compensation on a pre-tax basis. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferral Contributions during any calendar year ($20,500 in 2022). However, if you are age 50 or over, you may defer an additional amount, called a "Catch-up Contribution", of up to $6,500 (in 2022). These dollar limits are indexed; therefore, they may increase each year for cost-of-living adjustments.

You may elect to start, increase or reduce your elections to contribute to the Plan effective as of the


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dates established pursuant to Plan Administrator procedures. You may totally suspend your elections at any time.

The Plan Administrator may establish rules regarding the manner in which your elections are made. The rules may also require that certain advance notice be given of any election. Your election regarding Elective Deferral Contributions is only effective for Compensation you will receive in the future. The Plan Administrator may also reduce or totally suspend your election if the Plan Administrator determines that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

Automatic Contributions

After receiving a notice from the Plan Administrator, you will be deemed to have made an Elective Deferral Contribution election in the amounts specified in the table below:

| | |
|---|---|
| Initial period:* | 3% of compensation |
| First year after the initial period: | 4% of compensation |
| Second year after the initial period: | 5% of compensation |
| Third year: | 6% of compensation |

* The initial period begins when your first automatic deferral is made under the QACA provisions and will end on the first day of the third Plan Year. Your subsequent deferral election increases will occur on the first day of each Plan Year.

Please note, the automatic elections specified above will not apply if you already had an Elective Deferral Contribution election in effect on the effective date of the automatic enrollment feature.

Please note, the automatic elections specified above will be designated as pre-tax Elective Deferral Contributions.

Roth Contributions

The Plan allows Elective Deferral Contributions to be made as Roth Contributions. Roth Contributions are Elective Deferral Contributions that are made in the same manner as your pre-tax Elective Deferral Contributions except that Roth Contributions are made to the Plan on an after-tax basis. If certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed.

You must designate how much you would like to contribute on a pre-tax basis (normal Elective Deferral Contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your Elective Deferral Contribution elections as normal pre-tax contributions.

The sum of your Roth Contributions and normal Elective Deferral Contributions may not exceed the annual limit on normal Elective Deferral Contributions mentioned above.


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As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

(i) the distribution must be made after you attain age 59-1/2;

(ii) the distribution must be made to your beneficiary after your death; or

(iii) the distribution must be made on account of your disability.

Please note, Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

Safe Harbor Matching Contributions

The Company will contribute a matching contribution to your Safe Harbor Matching Contribution Account in an amount equal to: (i) 100% of the Matched Employee Contributions that are not in excess of 1% of your Plan Compensation, plus (ii) 50% of the amount of the Matched Employee Contributions that exceed 1% of your Plan Compensation but that do not exceed 6% of your Plan Compensation. Matching contributions will be allocated to the Safe Harbor Matching Contribution Accounts of Participants as soon as administratively feasible after the end of each pay period.

Non-Elective Contributions

The Company may, in its sole discretion, make a Non-Elective Contribution to the Plan on your behalf. You will be eligible to receive an allocation if you have completed at least one (1) hour of service during the Plan Year. Non-Elective Contributions will be allocated to the Non-Elective Contribution Accounts of each Participant eligible to share in such allocations after the end of the Plan Year. Such contributions will be allocated as follows:

(1) Non-Elective Contributions will first be allocated to each Participant's Non-Elective Contribution Account in the ratio that the sum of such Participant's total Plan Compensation plus his Excess Plan Compensation (defined below) bears to the sum of all eligible Participants' total Plan Compensation plus Excess Plan Compensation, but not to exceed 5.7% of such sum;

(2) The balance, if any, remaining after the allocation in paragraph (1) will then be allocated to each Participant's Non-Elective Contribution Account in the ratio that such Participant's total Plan Compensation bears to all eligible Participants' total Plan Compensation.

Qualified Non-Elective Contributions

In addition to the contributions described above, the Company may make additional Qualified Non-Elective Contributions for the benefit of such Participants determined at the discretion of the Company.


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Rollover Contributions

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account. In general, any eligible rollover distribution will be accepted by the Plan; however, the Plan Administrator may establish procedures that regulate the method by which Rollover Contributions will be accepted.

Military Service Contributions

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, your survivors may be eligible to receive benefits or service credit if you die while performing qualified military service.

Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount ($61,000 in 2022). This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments. In addition, contributions cannot exceed 100% of your total Plan Compensation.

## COMPENSATION

Plan Compensation

"Plan Compensation" means wages that are shown as taxable wages on your IRS Form W-2. For any self-employed individual, Plan Compensation will mean earned income.

For purposes of allocating Non-Elective Contributions and Qualified Non-elective Contributions, Plan Compensation is determined over the Plan Year.

Unless otherwise indicated below, Plan Compensation will exclude Deemed 125 Compensation, Post Year End Compensation which includes amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates when: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year and Payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment for purposes of all contributions.

The following adjustments will be made to the definition of Plan Compensation:

- For purposes of Elective Deferral Contributions, Safe Harbor Matching Contributions and Non-Elective Contributions, Plan Compensation will include any amount you elect to defer on a


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tax-preferred basis to any Company benefit plan.

- For purposes of Safe Harbor Matching Contributions and Non-Elective Contributions, Plan Compensation will include only that compensation which is actually paid to you by the Company during that part of the Plan Year that you are eligible to participate in the Plan.

- For purposes of Elective Deferral Contributions, Safe Harbor Matching Contributions and Non-Elective Contributions, Plan Compensation will exclude All fringe benefits; Post-Severance leave cash-outs; Nonqualified unfunded deferred compensation.

- For purposes of Non-Elective Contributions, Plan Compensation will also exclude payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

No more than $305,000 (in 2022) of Plan Compensation may be taken into account in determining your benefits under the Plan. This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments.

Excess Compensation

"Excess Compensation" means the amount by which your Plan Compensation for a Plan Year exceeds the Social Security taxable wage base ($147,000 in 2022). This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments.

## VESTING

Elective Deferral Account, Rollover Contribution Account, Qualified Non-Elective Contribution Account and Non-Elective Contribution Account

You are always fully (100%) vested in your Elective Deferral Account, Rollover Contribution Account, Qualified Non-Elective Contribution Account and Non-Elective Contribution Account.

Safe Harbor Matching Contributions

Your interest in your Matching Contribution Account due to Safe Harbor Contributions will vest based on your Years of Vesting Service in accordance with the following schedule:

| Years of Vesting Service | Vesting Percentage |
|---|---|
| Less than Two Years | 0% |
| Two or More Years | 100% |

Special Vesting Rules


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You will become fully (100%) vested upon your attainment of Normal Retirement Age (defined in the Distributions section below) while an employee, your death while an employee, becoming disabled while an employee or your attainment of Early Retirement Age while an employee.

Forfeitures

If You Receive a Distribution. If your employment with the Company terminates and you receive a distribution of the entire vested portion of your Account, you will forfeit the nonvested portion of your Account. If the value of your vested Account balance is zero, you will be deemed to have received a distribution of your Account.

If You Do Not Receive a Distribution. If your employment with the Company terminates and you do not receive a complete distribution of the vested portion of your Account, you will forfeit the nonvested portion of your Account after the date you incur five consecutive One-Year Periods of Severance.

Reemployment. If you receive or are treated as receiving a distribution and you resume employment, the amounts you have forfeited (if any) will be restored if you repay the full amount of the previous distribution before the earlier of 5 years after the first date on which you are subsequently reemployed, or the date you incur 5 consecutive One-Year Periods of Severance following the date of the distribution.

Year of Vesting Service

"Year of Vesting Service" means a 12-month period beginning on your date of hire. All periods of service and less than whole year periods of service will be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service. You will also receive credit for any period of severance of less than 12 consecutive months.

## DISTRIBUTIONS

Commencement of Distributions

Termination of Employment. You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to Disability. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Late Retirement. If you continue working for the Company after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. You may elect to have the Plan Administrator begin the distribution of your benefit at any time after reaching your Normal Retirement Age (even if you are still working) by providing the Plan Administrator with a written election that you want your benefits to begin. The Account(s) eligible for the benefit are specified in the section titled "In-Service Distributions upon Normal Retirement Age" below.


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Death. If you die, your beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Normal Retirement Age

"Normal Retirement Age" means the date you reach age 65.

Early Retirement Age

"Early Retirement Age" means the date you reach age 55.

Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death your Account will be distributed in a lump sum payment. This is your normal form of payment. In addition to the normal form of payment, distributions from the Plan after termination of employment (for reasons other than death) may be made in a lump sum payment or substantially equal annual or more frequent installments over a period not to exceed the joint life expectancy of you or your Beneficiary or as a partial withdrawal. Payment of your vested Account may start as soon as administratively feasible with a final payment made consisting of any allocations occurring after your termination of employment. Your Account is payable in cash.

Distribution on Account of Death. If you die before distribution of your Account begins, distribution of your Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death except that if your spouse is your sole primary beneficiary, your spouse may make an election to receive distributions in accordance with 1. and 2. below:

1. Distributions may be made over the life or over a period certain not greater than the life expectancy of your spouse commencing on or before December 31 of the calendar year immediately following the calendar year in which you died;

2. The surviving spouse may elect to defer commencement of distributions until the later of (i) December 31 of the calendar year immediately following the calendar year in which you die, or (ii) December 31 of the calendar year in which you would have attained age 70-1/2 (for Participants born before July 1, 1949) or age 72 (for Participants born after June 30, 1949).

Your beneficiary will be entitled to a distribution in any form that is available to you prior to your death.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your spouse is not your sole primary beneficiary and your Account was not being distributed in the form of an annuity at the time of your death, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death.


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Force-Out

After your termination of employment from the Company, if the vested amount of your Account does not exceed $5,000, your vested Account balance will be distributed from the Plan. You may elect to: 1) receive this distribution in cash; or 2) roll over the distribution to an individual retirement account (IRA) or the qualified plan of your new employer (but only if your new employer's plan allows such rollovers). However, if you do not timely return your election forms, the following will apply: if the vested amount of your Account balance is less than or equal to $0, your vested Account will be distributed to you in cash. If your vested Account balance is more than $0, but does not exceed $5,000, the Plan Administrator will transfer your vested Account to an IRA established in your name; unless the distribution occurs after the Required Beginning Date. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. All fees and expenses related to the establishment and maintenance of the IRA will be the responsibility of the participant. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this Summary Plan Description.

If the vested amount of your Account exceeds $5,000, you must consent to any distribution of your Account. However, the Plan Administrator will distribute your vested Account balance in a lump sum without your consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 72 or you terminate employment. However, you may elect to begin distributions on the April 1 following the calendar year in which you attain age 72 even if you have not yet terminated employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

Beneficiary

You have the right to designate, in a written form acceptable to the Plan Administrator, one or more primary and one or more secondary beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole beneficiary unless he or she consents to the designation of another beneficiary. You may change your beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a beneficiary, or in the event that all designated primary and secondary beneficiaries die before you, the death benefit will be payable to your spouse, or if there is no spouse, to your children in equal shares, or if there are no children to your estate.

## IN-SERVICE DISTRIBUTIONS

In-Service Distributions upon Normal Retirement Age

In-service distributions may be made upon attainment of Normal Retirement Age. These distributions can be made from the following Accounts: all accounts .


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Hardship Distributions

General Rule. You may receive a distribution on account of hardship from all of your Accounts that are fully vested, including your Qualified Non-Elective Contribution Account and Safe Harbor Matching Contribution Account. Earnings of your Elective Deferral Account are also eligible for hardship distribution.

Your Roth Contributions may be withdrawn on account of financial hardship in the same manner as your normal Elective Deferral Contributions. Please note however, that the income on the Roth Contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Immediate and Heavy Financial Need. You may receive a hardship distribution only if the Plan Administrator finds that you have an immediate and heavy financial need where you lack other available resources. The following are the only financial needs considered immediate and heavy:

1. Expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;

2. The purchase (excluding mortgage payments) of a principal residence for the Participant;

3. Payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children or dependents;

4. The need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);

5. Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents;

6. Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction; or

7. Expenses incurred on account of a federally declared disaster.

Hardship distributions may be made for certain expenses of your primary beneficiary in addition to your dependents. These expenses include those for medical, tuition, and funeral expenses. A person is your "primary beneficiary" if that person is named as a beneficiary under the Plan and has an unconditional right to all or a portion of your Account Balance upon your death.

There will no longer be a 6-month suspension period for your Elective Deferral Contributions, if applicable, after the receipt of the hardship distribution. In addition, any remaining portion of the 6-month suspension period for a prior hardship distribution will be discontinued on that date.

Amount Necessary to Satisfy Need. A distribution will be considered as necessary to satisfy your immediate and heavy financial need only if:


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1. You have obtained all distributions, other than hardship distributions, under all plans maintained by the Company;

2. The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

3. You have represented in writing or by electronic medium that you have insufficient cash or other liquid assets to satisfy the financial need.

Attainment of Age 59.5

You may receive a distribution after you reach age 59.5 from all of your Accounts but only if you are fully vested in such Accounts. Your Roth Contributions may be withdrawn in the same manner as your normal Elective Deferral Contributions. Please note however, that the income on the Roth Contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Withdrawals at Any Time

You may receive a distribution from your Rollover Contribution Account at any time.

Reservist Distributions

If you are a military reservist called to active duty for a period in excess of 179 days or for an indefinite period, you may receive a distribution from the Plan while still employed from amounts attributable to Elective Deferral Contribution elections and Catch-up Contributions. You must take the distribution during the period beginning on the date of your call-up and ending at the close of the active duty period. In addition, you must have been called to active duty after September 11, 2001.

Deemed Severance Distributions

If you are a member of the military called to active duty for a period in excess of 30 days, you may receive a distribution from the Plan while still employed from amounts attributable to Elective Deferral Contribution elections and Catch-up Contributions. Your Elective Deferral Contributions and Catch-up Contributions, if applicable, will be suspended for 6 months after the receipt of the Deemed Severance Distribution.

Disability Distributions

If you become Disabled (defined below) while still employed, you may receive a distribution from your Accounts. However, the following Accounts may not be distributed unless a severe disability has occurred: Elective Deferral Account and Qualified Non-Elective Contribution Account. A severe disability is as follows: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be


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supported by medical evidence.

In-Plan Roth Rollovers of Distributable Amounts

If you have money in a non-Roth Account that is eligible for a distribution you may roll over the Account balance to a Roth (after-tax) Account under this Plan. In-Plan Roth Rollovers are permitted at the following times:

(1) Elective Deferral Contributions, Qualified Non-elective Contributions, Qualified Matching Contributions and the portion of any Account that is a safe harbor contribution (if applicable) may not be eligible for withdrawal until you attain age 59-1/2.

(2) After-tax, Rollover and Voluntary Accounts (to the extent applicable) can be converted to an In-Plan Roth Rollover Account at any time.

(3) From your Matching Contribution Account and/or Non-Elective Contribution Account (if applicable) after 5 years of participation and/or funds held in your Matching Contribution Account and/or Non-Elective Contribution Account for at least 2 years. These withdrawals are only permitted from Accounts to the extent such Account is not a safe harbor contribution and to the extent such contributions are not Qualified Matching Contributions or Qualified Non-elective Contributions (to the extent applicable).

(4) Immediately after Termination of Employment.

If you roll over the payment to a designated Roth account in this Plan, the amount of the payment rolled over (reduced by any after-tax amounts directly rolled over) will be taxed. However, the 10% additional tax on early distributions will not apply (unless you take the amount rolled over out of the designated Roth account within the 5-year period that begins on January 1 of the year of the rollover). Any amount you roll over can be distributed under the rules applicable to the Account immediately prior to the rollover.

In-Plan Roth Rollovers of Amounts Not Otherwise Distributable

If you have money in a non-Roth Account which is not otherwise distributable, you may transfer the Account balance to a Roth (after-tax) Account under this Plan. If you transfer the payment to a designated Roth account in this Plan, the amount of the payment transferred (reduced by any after-tax amounts directly rolled over) will be taxed. However, the 10% additional tax on early distributions will not apply (unless you take the amount transferred out of the designated Roth account within the 5-year period that begins on January 1 of the year of the rollover). Any amount you transfer will retain the restrictions on distributions the Account had before the transfer.

Please note, the following conditions apply: the participant has attained age 59 1/2.

Rules Regarding In-Service Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to,


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prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the valuation date as of which such withdrawal is made. Only Employees are eligible to receive in-service distributions.

Loans

Loans are not permitted.

## INVESTMENTS

Participant Self-Direction

In General. The Plan Administrator allows you to direct the investment of all of your Accounts. The Plan Administrator may establish uniform guidelines and procedures relating to Participant self-direction.

Investment Elections. You may direct the percentage of your Accounts to be invested in one or more of the available investment funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. After your death, your beneficiary may make investment elections as if the beneficiary were the Participant. However, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

Investment Decisions. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

Voting Rights

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

Valuation Dates

Accounts are valued each business day.

## SPECIAL TOP-HEAVY RULES

Minimum Allocations

If the Plan is Top-Heavy, the Company will generally allocate a minimum of 3% of your Plan Compensation to the Plan if you are a Participant who is (i) employed by the Company on the last day of the Plan Year and (ii) not a key employee.


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Minimum Vesting

If you complete an hour of service while this Plan is Top-Heavy, all of your Accounts will be 100% vested and nonforfeitable.

## CLAIMS PROCEDURES

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying:

1. The reason or reasons for such denial,

2. The pertinent Plan provisions on which the denial is based,

3. Any material or information needed to grant the claim and an explanation of why the additional information is necessary, and

4. An explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other


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facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying:

1. The reason or reasons for such denial,

2. The pertinent Plan provisions on which the denial is based,

3. 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 Claimant's claim for benefits, and

4. A statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

## YOUR RIGHTS UNDER ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right 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 this summary annual report.


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Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. 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.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the 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 your benefits or exercising your rights under ERISA.

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 a 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 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, 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.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, 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.

## MISCELLANEOUS

### Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will


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determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

Disability

Under this Plan, you are disabled if you are mentally or physically disabled under uniform rules consistently applied to all Participants in like circumstances as determined by the Plan Administrator.

Assignment and Alienation of Benefits

Except as provided below, your Account is held in trust and cannot be assigned and, to the extent permitted by law, is not subject to any form of attachment, garnishment, sequestration or other actions of collection. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary.

However, you may lose all or part of your balance:

1. Pursuant to the terms of a QDRO;

2. To comply with any federal tax levy; or

3. To comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

Amendment and Termination

Although the Company intends to maintain the Plan indefinitely, the Company may amend or terminate the Plan at any time in its sole discretion. If any of these actions is taken, you will be notified. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested Account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.


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Fees

Your Account may be charged for some of the costs and expenses of operating the Plan. Such expenses include the following:

The Plan may charge terminated Participants only for the expenses of receiving a distribution following termination of employment (if applicable to the Participant) in the following manner: Distribution fee applies. .

The Plan may charge affected Participants only for the expenses of determining required minimum distributions (if applicable to the Participant) in the following manner: Distribution fee applies. .

The Plan may charge affected Participants only for the expenses of receiving an in-service withdrawal other than hardship (if applicable to the Participant) in the following manner: Distribution fee applies. .

The Plan may charge affected Participants only for the expenses of processing a domestic relations order (if applicable to the Participant) in the following manner: Normal billable hours apply..

The Plan may charge all Participants for the expenses of operating the Plan in the following manner: Operating expenses for the plan may apply..

Fees listed above are subject to change. Please check with the Plan Administrator to be sure you have a current fee listing.

Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Company and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Company's service or to interfere with the Company's right to discharge any employee at any time.


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Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

## ADMINISTRATIVE INFORMATION

1. The Plan Sponsor is Marshalltown Company.

   Plan Sponsor Contact Information:
   Address: 104 South 8th Avenue, Marshalltown, Iowa 50158
   Phone number: 641-753-5999
   Employer Identification Number: 42-0397040
   Fax number:
   Email: john@marshalltown.com

   The Plan Administrator is The Finway Group, LLC.

   Plan Administrator Contact Information:
   Address: 5625 Mills Civic Parkway Suite 101, West Des Moines, IA 50266
   Phone number: 866-955-4015
   Fax number: 515-226-9414
   Email: info@finwaygroup.com

2. The Plan is a 401(k) profit-sharing plan. The Plan number is 002.

3. The Plan's designated agent for service of legal process is the President of the corporation named in item 1. Any legal papers should be delivered to such person at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.

4. The Plan's assets are held in a trust created under the terms of the Plan. The Trustees are John Landherr, Anne Laubenthal and Elyse Carbajal. Their principal place of business is the address listed in item 1.


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5. The Company's fiscal year and the Plan Year end on 12/31.

6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the Plan upon written request to the Plan Administrator (this list is also available for examination by participants and beneficiaries); you may also 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 plan sponsor, the sponsor's address.


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Custom Language:

Section 4.09 of the Basic Plan Document shall not apply to this plan.


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