STEELE
Capital Management

Elevate Your Retirement



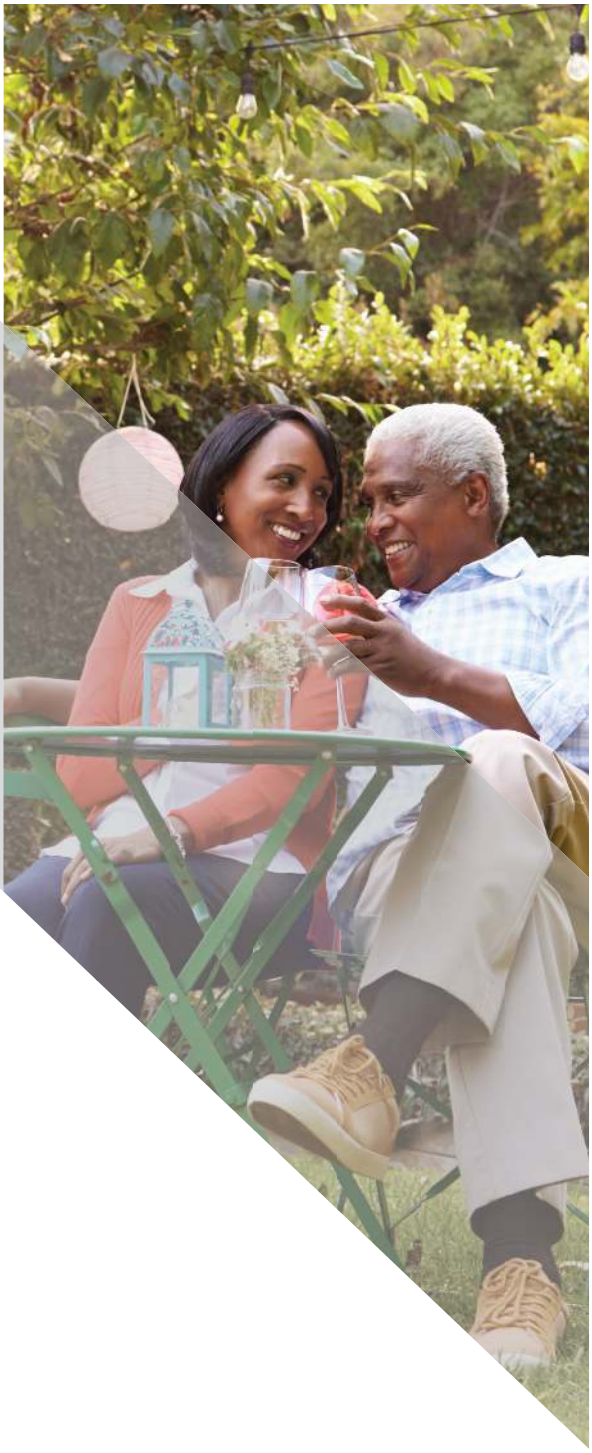
Retirement Planning Guide

Let's Get Started!

You are eligible to join your company sponsored retirement plan!



A successful retirement tomorrow is the result of proper planning today. Saving and investing are both key to reaching your retirement goals. Start today and you will be on your way!



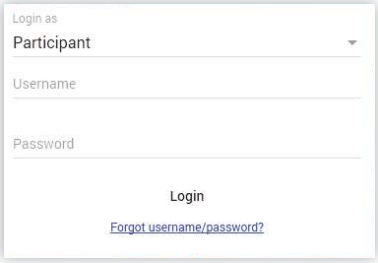
Next Steps

Please review this Enrollment Guide carefully and follow the steps described below and on the following page(s) to join the plan.

Set Up Your Account Online

Login to www.go-retire.com/scm using the following temporary credentials:

- User ID: social security number (no dashes)
- Password: 8-digit date of birth (MMDDYYYY)



You will immediately be asked to create a unique user ID and password and set up account security questions.

Your Plan Accepts Rollovers

There are many potential benefits of consolidating your IRAs or 401(k) plans from previous employers into your new account. Give us a call and we'll be happy to walk you through the rollover process (800) 716-3742.

Contact Information

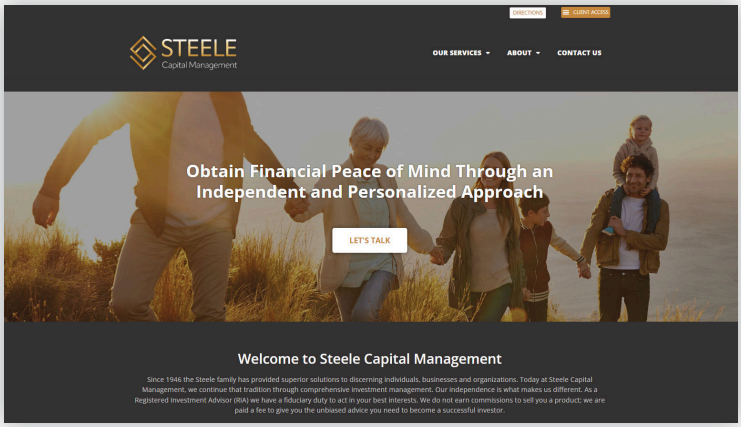
Participant Service Representatives can be reached toll free at (800) 716-3742. We are available Monday through Friday from 8am-8pm ET.

Creating and maintaining a unique user ID and password is critical to the protection of your personal information and account confidentiality. For that reason, please be sure to login and make those changes, even if you do not intend to enroll in the plan at this time.

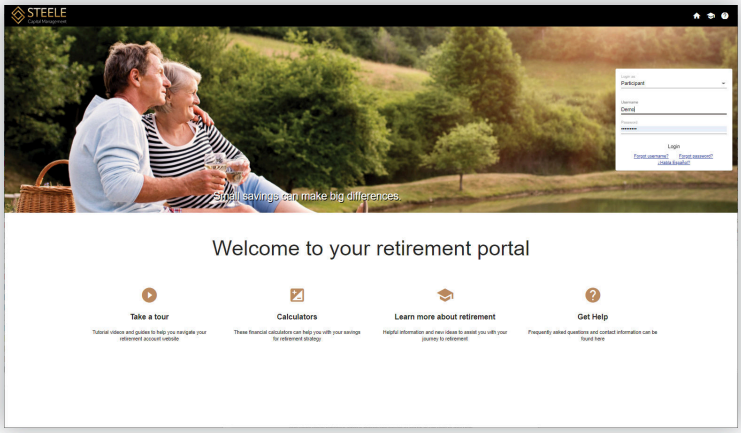
Participant Website Access

Wondering how to view your Retirement Account?

You can access your account at any time by visiting www.SteeleCapital.com and selecting Client Access and then 401(k) Participants from the dropdown menu.



If it is your first time logging in, the Username will be your Social Security Number without dashes. Your password will be your date of birth in MMDDYYYY format. For example if your birthday is July 7, 1973 your password would be 07071973.



From here you can view your account balance, current investment elections, quarterly statements and much more.

Forgot your User ID and Password?

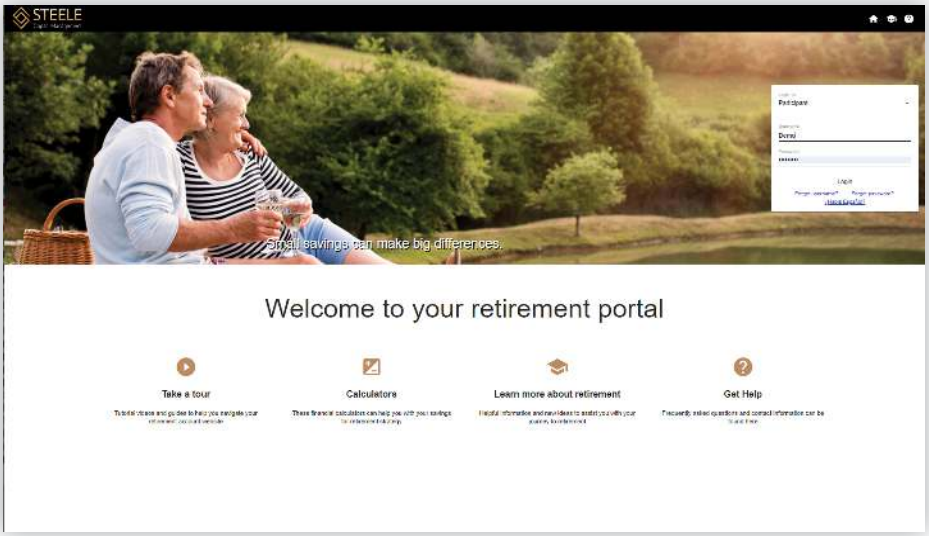
EPIC Retirement Plan Services
Participant Service Representatives (PSRs)
Toll free at 1-800-716-3742
PSRs are available to take your call Monday through Friday, from 7:00a.m. to 7:00p.m. CT.

Questions about your investment options?

Steele Capital Management, Inc.
(800) 397-2097
info@steelecapital.com



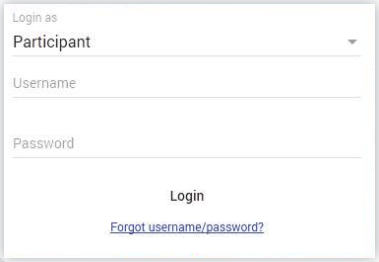
Enrolling is Easy!



Follow these straightforward steps to enroll in your company's retirement plan.

Login to www.go-retire.com/scm using the following temporary credentials:

- User ID: social security number (no dashes)
- Password: 8-digit date of birth (MMDDYYYY)

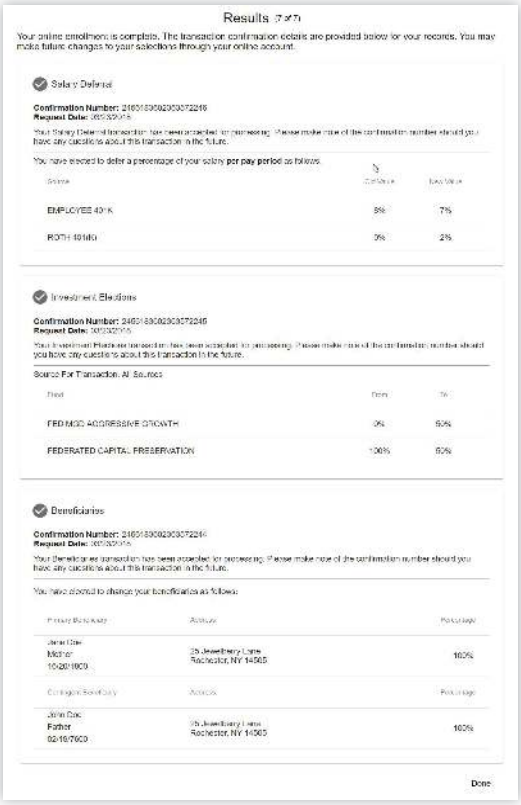


You will immediately be asked to create a unique user ID and password and set up account security questions.

The Enrollment Wizard will then take you through a series of steps including:

- Eligibility Review
- Deferral Election
- Investment Election
- Beneficiary Designation

Once completed, review and submit to finish the enrollment process. An on-screen 'Results' page will be displayed and email confirmations will be sent to you.



Creating and maintaining a unique user ID and password is critical to the protection of your personal information and account confidentiality. For that reason, please be sure to login and make those changes, even if you do not intend to enroll in the plan at this time.

How Much Do I Really Need For Retirement?

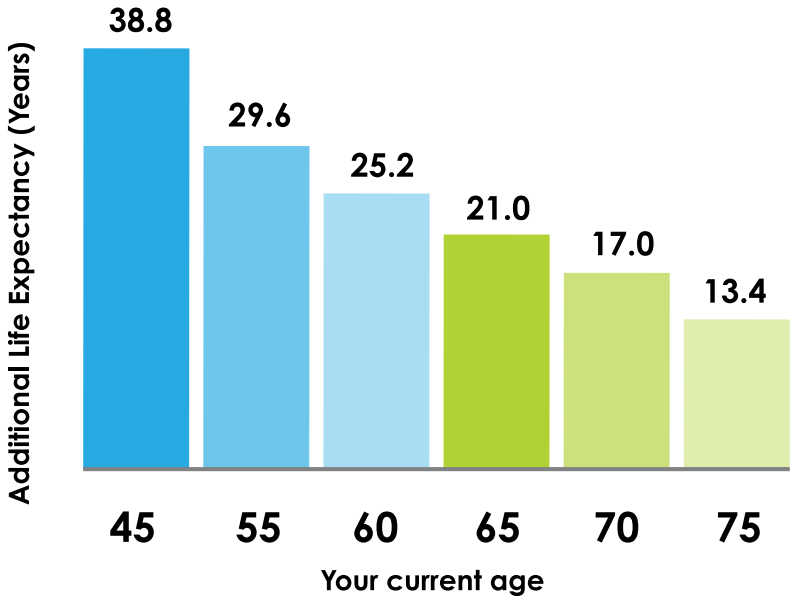
If you're like most people, you want your retirement years to be carefree years, without financial worries. Realistically, you should plan to save enough to replace the majority of your annual income for EACH YEAR of your retired life.

How Much Will You Need?

Industry experts suggest most people need to replace between 75% and 100% of their pre-retirement income for each year spent in retirement. This amount will depend on how you adjust your living standards in retirement.

How Long Will You Need It?

The great news is that we are all living longer! As a result, retirement can last decades rather than years and saving enough has become more important than ever.



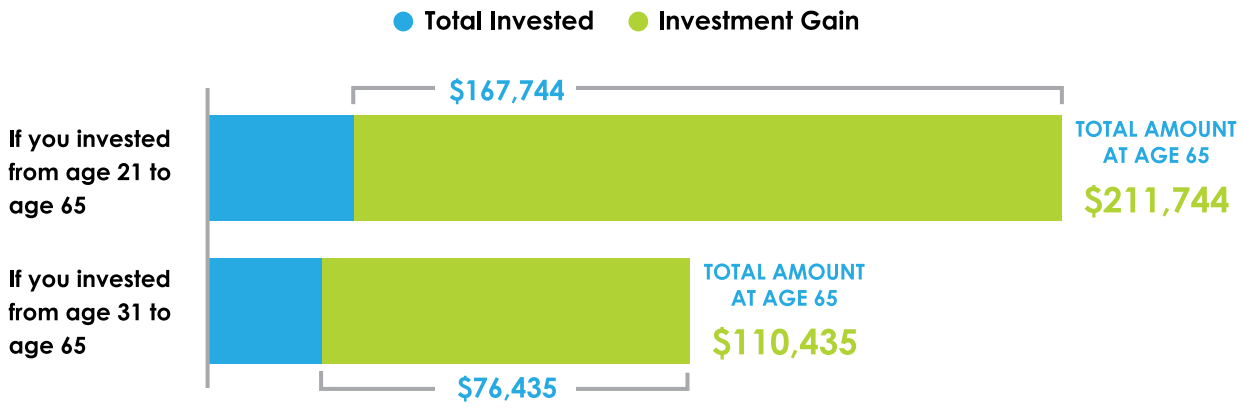
This table is based upon averages calculated by the IRS.
Source: IRS Single Life Expectancy Table



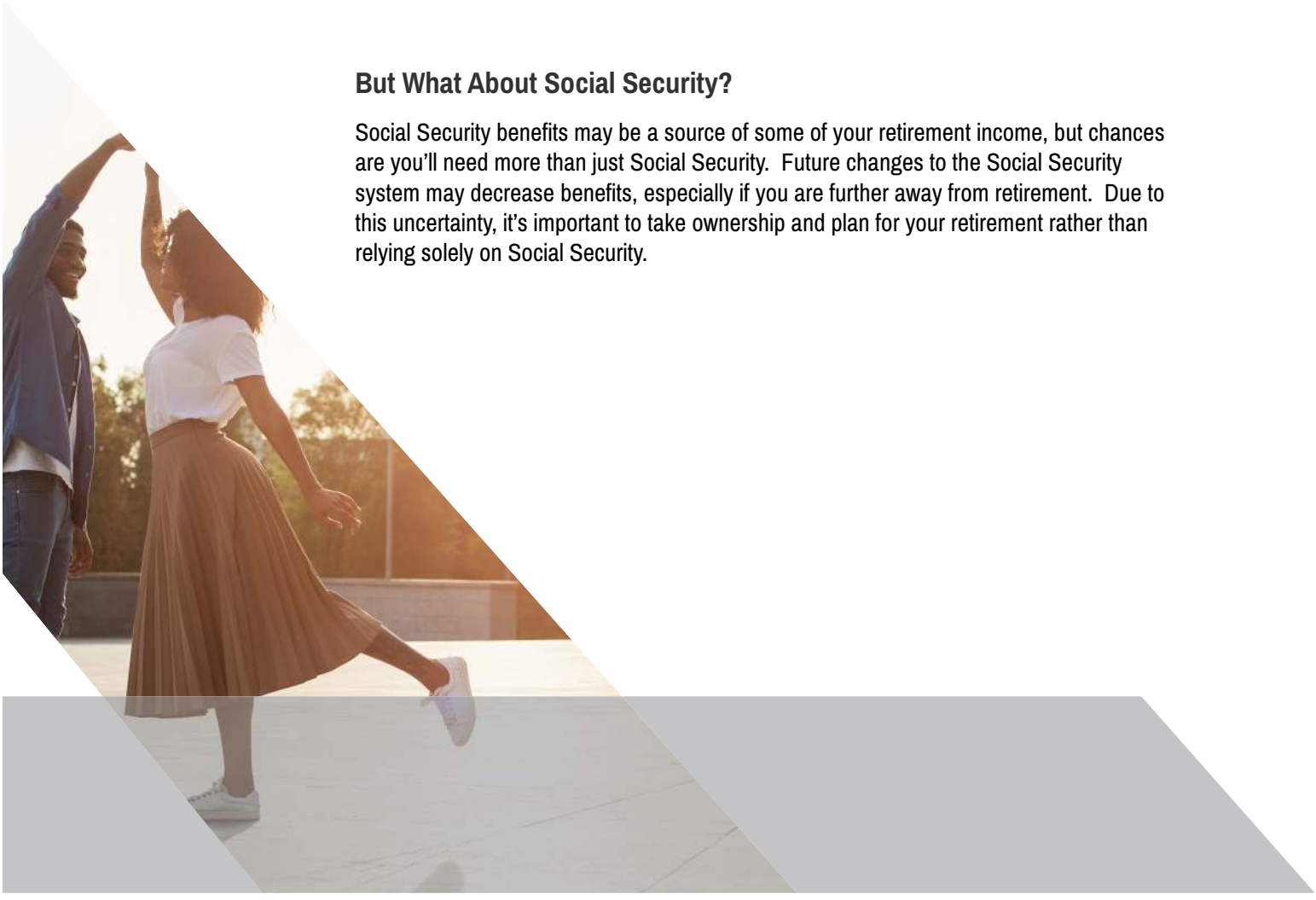
Starting Early

Time can be your most important ally when you're saving for retirement. The longer you have to invest, the greater the potential benefits of compounded earnings. Starting early and increasing your savings gradually over time will help you come out ahead.

THE ADVANTAGE OF INVESTING EARLY



Assumes single deposit of $1,000 at beginning of year and a 6% annual return.
This chart is hypothetical and for illustrative purposes only. It is not indicative of any particular investments.

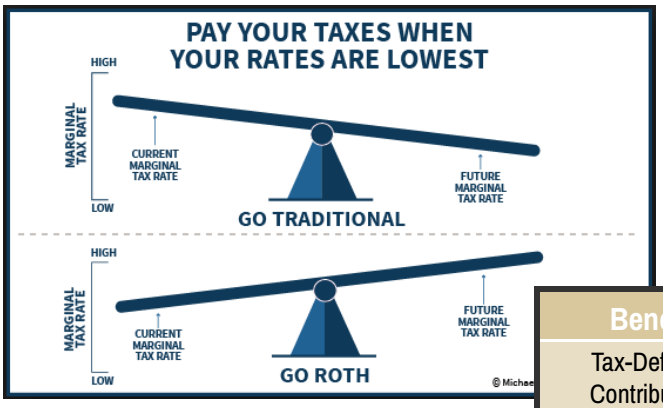


But What About Social Security?

Social Security benefits may be a source of some of your retirement income, but chances are you'll need more than just Social Security. Future changes to the Social Security system may decrease benefits, especially if you are further away from retirement. Due to this uncertainty, it's important to take ownership and plan for your retirement rather than relying solely on Social Security.

Pre-Tax vs. Roth

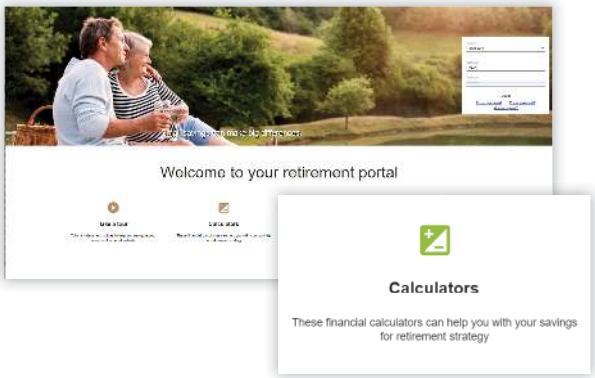
Your plan provides the option for you to make a Roth deferral, meaning that you can make **after-tax** contributions to your account. Since you pay taxes on the contributions up front, you receive your contributions plus any earnings **tax free**.



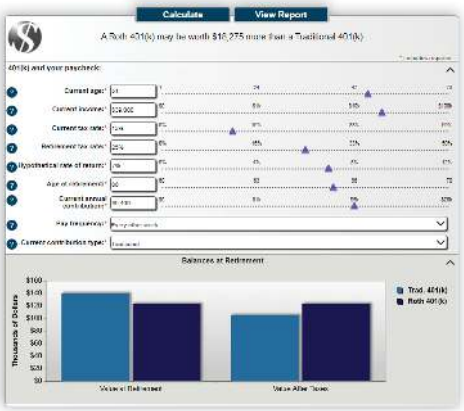
Benefit	Pre-tax	Roth
Tax-Deferred Contributions	Yes	No
Tax-Free Withdrawals	No	Yes[1]
Income Limits for High Earners[2]	No	No

[1]Tax Law requirements must be met.
[2]Unlike Roth IRAs, there is no income restriction that determines who can contribute Roth deferrals to the plan.

Check out our Roth Analyzer available in the calculators section of the login page on our website. As with any important tax matter, you should talk to your tax advisor before deciding which option is best for you.



Roth vs. Traditional

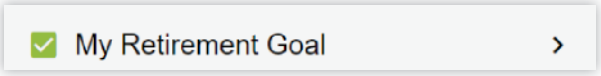


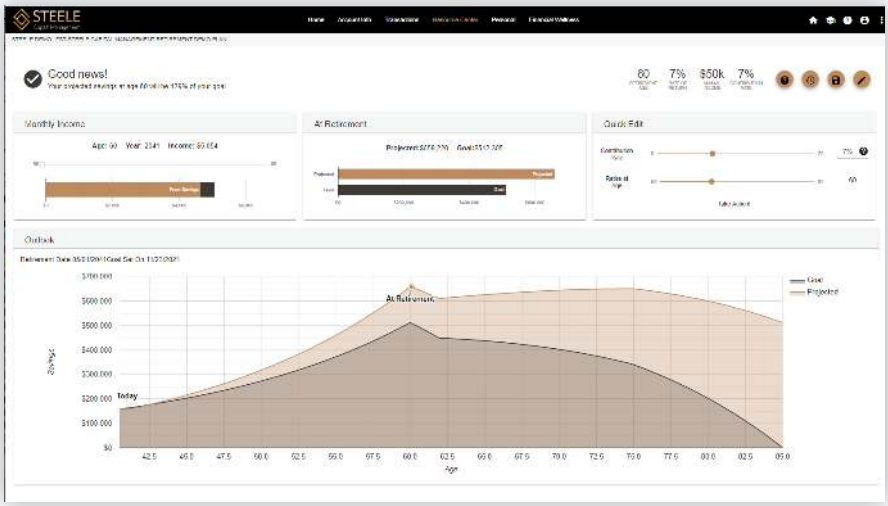
Tax law requirements must be met. To qualify, withdrawls must be taken after five tax years have elapsed, starting with the year the first Roth contribution is made, and after age 59½ or upon death or disability.

My Retirement Goal

Use our online calculator to help determine your savings goal and how to get there.

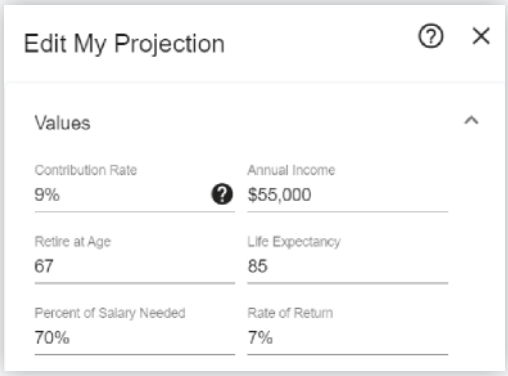
After you log in, click here:





You will need to enter some basic data to get an instant and simple projection. To get a more robust and personalized retirement goal, click the pencil icon to open the 'edit drawer'.

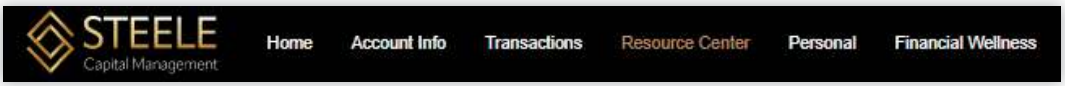
Here you can modify the assumptions being used to calculate your goal as well as add additional accounts or expenses you may have. The more information you add, the more accurate the projection will be.



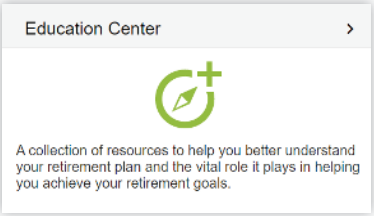


Retirement Education Center (REC)

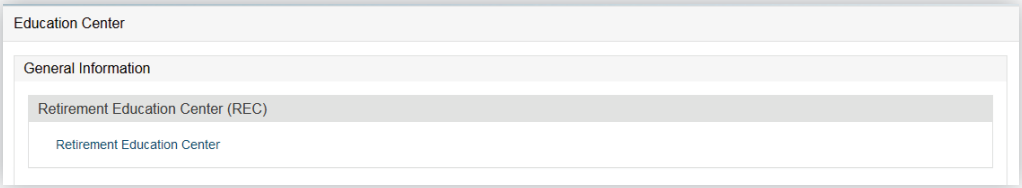
You can access the REC by selecting the link found in the Resource Center of your participant account.

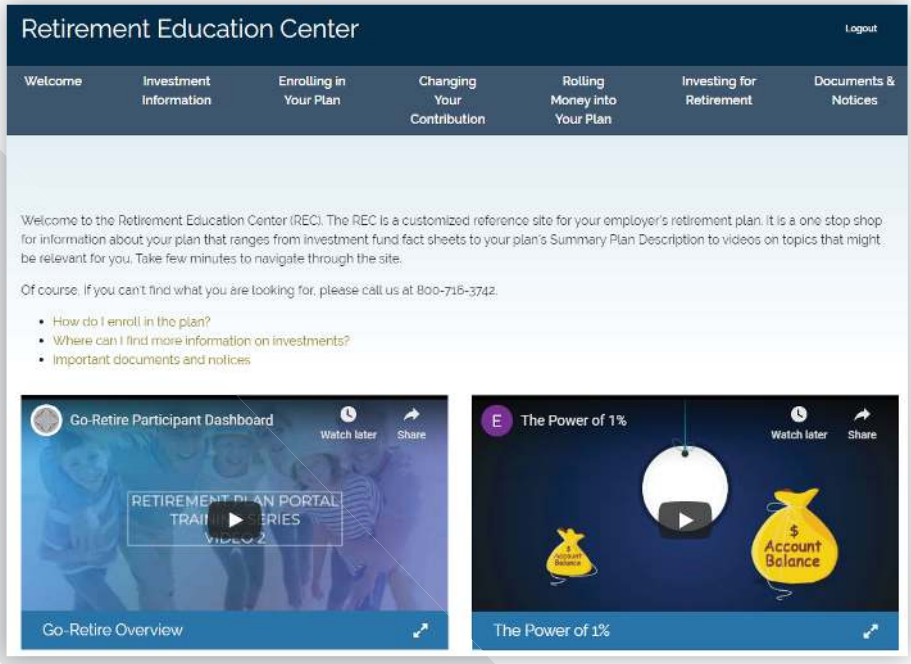


The REC is a tool that contains information specific to your plan. Via the REC you have access to a variety of resources which can aid you in your retirement planning.



- Educational Videos
- Retirement Calculators
- Investment Information







Investing Basics

Once you've decided to save for retirement, the next decision is how to invest your money. Before you do, it's helpful to understand some basic concepts.

The investments available in your plan range from very conservative and less risky to very aggressive and more risky. Historically riskier investments offer the opportunity for greater returns over time, but they also come with a greater chance for loss.

Stocks

Higher Risk, Higher Potential Reward

Stock represents an ownership interest in the company that issued the shares. A stock's value rises and falls with the success of the company, the general conditions of the stock market and economy, and the stock's appeal to investors.

Less Risk

Bonds

Moderate Risk, Moderate Potential Reward

Bonds generally pay the investor a fixed rate of interest over a specified period of time. When you invest in bonds you are essentially lending money to the bond issuer, often the government or a large corporation, for a certain number of years.

Less Risk

Stable Value & Money Market

Lower Risk, Lower Potential Reward

Stable Value & Money Market funds are the most conservative investment option. While funds in this category are lower risk, they historically provide returns near the rate of inflation.

What is a Mutual Fund?

Mutual funds are investments that pool your money together with other investors to purchase shares of a collection of stocks, bonds, or other types of investments that might be difficult to amass on your own.

The information on the following pages will give you more detail about the types of investments available in your plan.

The information above is for informational purposes only. It is not intended to be investment advice.



Determine Your Asset Allocation

There are several important topics to consider as you make your investment selections:

- Review your **RISK TOLERANCE** - Align your exposure to the volatility of stocks with a level that makes you comfortable.
- Make sure your portfolio is **DIVERSIFIED** - Choose various types of investments that will behave differently to reduce your risk and volatility or a single investment, like a target date or risk based portfolio that provides this diversification for you.
- **REBALANCE** your investments. Once you have determined the level of risk you're comfortable with, maintain that allocation by rebalancing, a feature that can be automated using the Go-Retire website. This feature is often inherent in risk-based and target date funds.

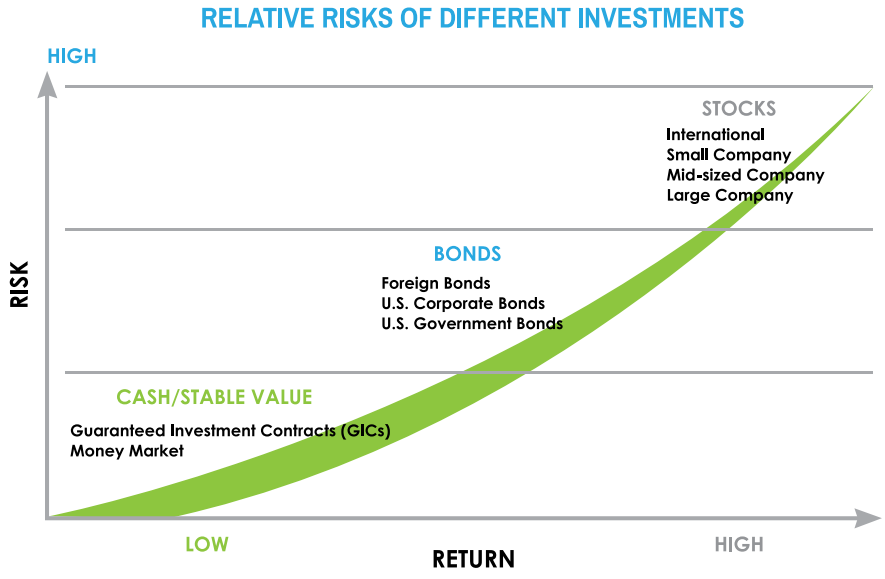
Living with Investment Risk

Understanding and learning to manage risk is important to your success as an investor. Typically, investments that present the most risk also offer the highest potential return. If you put your money in only low-risk investments, you may not earn enough to meet your retirement savings goal. You need to know the risks associated with each investment class, the earnings potential of each type, your own risk tolerance, and investment strategies that can help you take all of these variables into account.

Calculate Your Risk

The degree of risk you're willing to take with your investments is known as your risk tolerance.
Investors with longer investment time frames can generally tolerate more risk than investors who have shorter time frames — say, a few months or years — before they need their money. Over the short term, market volatility is a serious risk factor since the value of your investments may be down when you withdraw your funds. But, for long-term investors, you don't have the risk of needing to sell when the market drops. Therefore, the longer you have to invest, the more risk you may be able to tolerate.

However, time is only one consideration when you assess your risk tolerance. Your own comfort level is also important. If your investments are in asset classes that tend to fluctuate widely, you must be willing to accept that the value of your investments may drop significantly from time to time. Conversely, if you have invested very conservatively, you must consider the possibility that your returns will not keep up with inflation in the years ahead.



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Risk Tolerance – Your Investor Profile

The quiz below can help give you an idea of how much risk you able to tolerate in your portfolio. Read the following statements and select the corresponding option related to your level of agreement, age and time until retirement. Your total score will help you determine your Investor Profile which can be used as a guideline as you make your investment selections.

1 = strongly disagree 2 = disagree 3 = neutral 4 = agree 5 = strongly agree

1. I am knowledgeable about personal investing and economic issues.	1	2	3	4	5
2. I am willing to accept above-average risk to achieve above average return.	1	2	3	4	5
3. Staying ahead of inflation is very important to me.	1	2	3	4	5
4. If my investments lose money I can easily resist the urge to sell them.	1	2	3	4	5
5. I do not plan to make withdrawls from my retirement account prior to retirement.	1	2	3	4	5
6. My current age.	60 or over 1	50-59 2	40-49 3	30-39 4	Under 29 5
7. My approximate numbers of years until retirement.	5 yrs 1	10 yrs 2	15 yrs 3	20 yrs 4	25+ yrs 5

Total Score

Investor Profile



7-12	13-18	19-24	25-29	30-35
Conservative	Moderate	Balanced	Growth	Aggressive

REMEMBER!

You will need to reevaluate your tolerance over the course of time as circumstances change. Feel free to revisit this questionnaire as often as you'd like to ensure that you are appropriately aligned.

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Investing Can Be Easy!

If you find the concept of investing to be overwhelming, your plan offers a straightforward option.

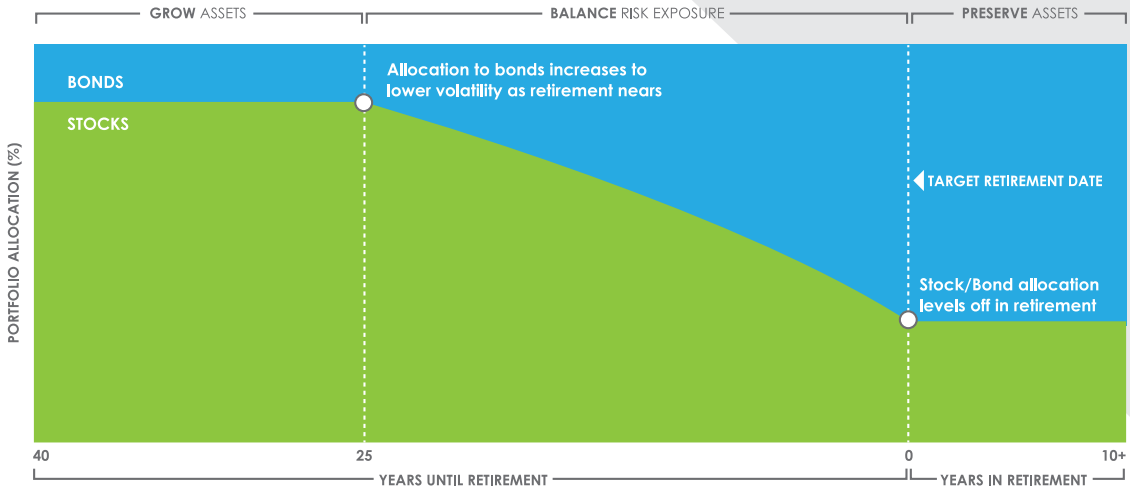
Target Date Funds

A target date portfolio is a pre-packaged group of investments that is designed to gradually change its allocation from more aggressive to more conservative as the target retirement year approaches.

Each target date fund is named for a targeted retirement year- 2020, 2025, etc. Select the fund that corresponds with your anticipated date of retirement.

Once your selection is made the fund managers do the rest. Each fund has a diversified asset allocation that includes various types of equities and fixed income that will be regularly rebalanced over time as the market changes.

A GLIDE PATH TO BALANCE RISK AND PROVIDE RETIREMENT INCOME



Please note that the image above is for illustrative purposes only. The glide path for the target date funds in your plan may differ from the above. Please review the target date fund prospectus or other materials for glide path and other information.

Remember!

While these funds are designed to make investing easy, they do not come without risk since the underlying funds are exposed to the risk associated with various markets.



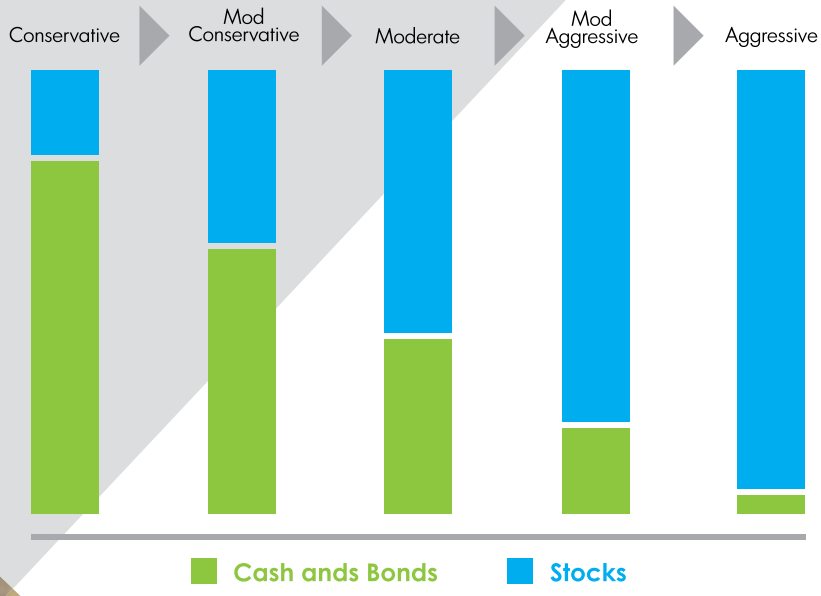
Diversification and asset allocation do not guarantee investment returns and do not eliminate the risk of loss. For illustrative purposes only.

Risk Based Funds

Risk based investments are professionally managed portfolios geared toward a variety of different risk tolerance levels. As a participant, you determine the level of risk you are comfortable taking in your portfolio. From there, the internal investment selection and asset allocation is left to the experts.

These investments have a diversified mix of exposure to stocks, bonds, and other major market sectors and segments. They will automatically rebalance based on market deviations.

It's important to note that these funds will **NOT** become more conservative over time as you get closer to retirement age. The level of risk will remain fairly constant over time. As your tolerance for risk changes, you will need to re-evaluate your choice through your working years.



Diversification and asset allocation do not guarantee investment returns and do not eliminate the risk of loss. For illustrative purposes only.

Iowa Senior 401(k) Pooled Employer Plan — Rollover Form

Plan ID: ISQ

Section 1: Personal Information

Name:		SSN:	_____-_____-_____
Address:		Date of Birth:	_____ /_____ /_____
City		Date of Hire:	_____ /_____ / _____
State:	Zip:	Rehire:	☐ Yes ☐ No
Phone Number:		Email:	

Section 2: Rollover Information

Name of Financial Institution (where funds were held): _____

Name of Prior Plan:_____ Approximate Amount of Rollover: $_____

Important Note: Retirement account providers typically require pre-liquidation of assets, payment of fees, and/or completion of their own forms prior to transferring assets. To expedite your request, please contact your current provider or former employer to verify and complete their requirements.

The rollover may only be accepted if permitted by the terms of the Employer's Plan AND the Employee certifies, by signing below, that the rollover meets the following IRS requirements:

1. The rollover is being made within 60 days of receipt of the distribution from the prior plan.

2. The Rollover amount is from my prior plan or from the prior plan of my deceased Spouse.

3. The amount being rolled over does NOT include:

   a. Required Minimum Distribution amounts
   b. Hardship distributions
   c. Amounts that were part of a series of substantially equal payments.
   d. Roth IRA assets
   e. SIMPLE IRA assets from a participant who has not been in a SIMPLE IRA for two years.
   f. After tax contributions made to an IRA.
   g. After tax to an IRA which were rolled in from a qualified Plan. After tax from a qualified plan may only be moved into another qualified plan by a trustee to trustee transfer or a direct rollover.

NOTE: If the plan does not accept the type of rollover that the Employee desires to make, the rollover will not be accepted by the Employer's Plan. For example, Rollovers of Roth deferral contributions will only be accepted if your Plan allows for Roth deferral contributions.

Section 3: Tax Status

Tax status of direct rollover. The tax status of the direct rollover, as reflected in the Distributing Plan's records, is as follows:

☐ All rollover assets are **Pre-Tax**. (go to Section 4)

☐ Some or all rollover assets are **Roth**. (complete information below) (this does not apply if your plan does not offer Roth)

☐ All rollover assets are Roth.

☐ A portion of my rollover assets are Roth.

Amount $ _____ (includes earnings).

Roth Basis $ _____ (contributions without earnings).*

First Roth Deferral Date _____ (Year first Roth Deferral was made).*

*This information can be obtained from the financial institution that currently holds your account.

Section 4: Request Rollover from Prior Financial Institution

1. Contact the current trustee/custodian or your prior employer to verify their requirements for transferring the funds and complete any required paperwork authorizing the transfer.
2. Complete this form and return to your current employer as certification of your impending rollover.

   Please make checks payable to : Charles Schwab Trust Bank #112561 FBO (Participant Name and last 4 of SSN)
   Mail to : Regular Mail to Charles Schwab Bank P.O. Box 81686, Austin, TX 78708 or Overnight Mail to Charles Schwab Bank 11800 Schwab Way, Austin, TX 78758

*** Failure to make checks payable including the FBO information above may result in a return of funds to the originating institution.**

Section 5: Certification and Signature

I understand that this will not be a valid rollover unless the information above is accurate.

I acknowledge that, due to the complexities involved in the tax treatment of distributions from Qualified Plans, the Trustee/Custodian/Recordkeeper has recommended that I consult with my tax advisor or the Internal Revenue Service before completing this transaction to make certain that it qualifies as a rollover and is appropriate in my individual circumstances. I release the Trustee/Custodian/Recordkeeper from any claim of damages on account of the failure of this transaction to qualify as a valid rollover.

I request the Plan accept the above indicated rollover contributions and certify under penalties of perjury that all statements above are true.

I understand that once the rollover check is received, the funds will be invested into my retirement account according to my current investment elections on file. If no elections exist, my assets will be invested in the Plan's default investment.

Participant Signature _____ Date: _____

Section 6: Administrator Authorization

Based on the information above, this rollover contribution is acceptable according to the plan provisions therefore, I authorize acceptance of this rollover contribution into the Plan. **Furthermore, I confirm that a Summary Plan Description and all required notices have been provided to the participant initiating this rollover contribution.**

Plan Representative Signature _____ Date: _____

Iowa Senior 401(k) Pooled Employer Plan

Investment and Fee Notice

This document contains important information concerning our retirement plan. The first section provides you with information about the plan in general, including any expenses you might incur through participation in the plan or through taking advantage of different plan features. The second section provides information about the plan's investment alternatives, including any fees or expenses associated with those investments.

If you have any questions concerning any of this information, contact Thomas Bick, Fiduciary Wise, 2487 S Gilbert Road, Suite 106-454, GIlbert, AZ, 85295, ((48) 0) -855-4016.

Other Plan Information

The Plan is intended to be an ERISA Section 404(c) plan. This simply means that you "exercise control" over some or all of the investments in your Plan account. The fiduciaries of the Plan may be relieved of liability, or responsibility, for any losses that you may experience as a direct result of your investment decisions.

As a Plan participant, you may request certain information from your Plan Representative listed above. This information includes: annual operating expenses of the Plan investments; copies of prospectuses, financial statements, reports, or other materials relating to Plan investments provided to the Plan; a list of assets contained in each Plan investment portfolio; the value of those assets and fund units or shares; and the past and current performance of each Plan investment.

You give investment directions for some or all your Plan account, selecting from investment choices provided under the Plan, as determined by and/or the Plan's Investment Manager. You can change your investments at any time.

In our plan, unless the Plan Administrator and/or Plan Trustee has delegated this responsibility to another person or entity, the Plan Administrator and/or the Plan Trustee has the responsibility for the voting and the tendering of mutual fund shares relating to the assets held by the trust.

Plan Related Expenses

Retirement plans have different types of expenses.

Administration expenses - These are charges for general plan administrative services to the Plan that may include, but are not limited to, administration, advisory,legal, accounting, custodial, trustee and recordkeeping expenses. In the Plan, these expenses may be paid partly by the Plan Sponsor and partly by participants. If applicable, a participant's explicit share of these expenses may be allocated on either a pro rata or a per capita basis. If applied pro-rata, your share of these expenses is based on the value of your account balance over the total assets in the Plan. If applied per-capita, your share of expenses is determined by dividing the total expense by the number of participants in the Plan. Deducted fees, if any, are displayed as a dollar amount on your quarterly statements.

The plan may benefit from revenue sharing. If it does, it is either credited back to the accounts of the participants that generated it or used to reduce expenses that could otherwise be deducted from participant accounts.

Individual Expenses - These are expenses you may incur if you take advantage of certain Plan features.

- A $125.00 lump sum distribution fee.
- A $125.00 in-service distribution fee.
- A $125.00 hardship distribution fee.
- A $125.00 required minimum distribution fee.
- A $25.00 installment fee via check.
- A $25.00 partial withdrawal distribution fee via check.
- A $750.00 Qualified Domestic Relations Order (QDRO) processing fee.
- A $15.00 overnight mail delivery fee.
- A $50.00 per transaction fee for security transfers away from Schwab.
- A $10.00 address search fee.

General Disclosures

Good Faith Compliance-The Plan's Recordkeeper and the Plan Administrator have acted in good faith in complying with the participant disclosure requirements as set forth under ERISA § 404(a)(5) and U.S. Department of Labor (DOL) Field Assistance Bulletin (FAB) 2012-2. The information contained within this disclosure reflects good faith compliance efforts based on guidance issued by the DOL at the time this document was prepared. Despite our best efforts, it is possible the information contained within this document does not include all of the information required under the regulations and DOL FAB 2012-2. If necessary, the Plan's Recordkeeper and the Plan Administrator will incorporate any additional information in a future disclosure. See DOL FAB 2012-2 (Q&A-37) at www.dol.gov/ebsa.

Right to Receive Paper Copies of Your Quarterly Participant Statement Free of Charge-Your quarterly participant statements are available electronically via the participant web. However, you have the right to request a paper copy of your quarterly statement free of charge at any time by contacting your Plan Administrator or Participant Service Center.

Overpayment of Benefits - If benefit payments are made to any person in excess of the amount due and payable under the Plan for any reason (including without limitation, mistake of fact or law, reliance on any false or fraudulent statements, information or proof submitted by a claimant, or the continuation of payments after the death of a participant or beneficiary), the Plan Administrator (or their delegate) may take the steps it deems appropriate to recover the amount of the overpayment.

Reliance on Third-Party Database for Investment Information-The investment-related information is received from unaffiliated third parties. You must independently determine how to use and interpret the information set forth in this document, including whether you need the assistance of any professionals in interpreting the information included in this document. The Plan's Recordkeeper is not responsible for the manner in which you interpret the information in this document. Please note, some and perhaps all, of the information included in this document is time sensitive and subject to change.

Iowa Senior 401(k) Pooled Employer Plan

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The table depicts the performance of the plan's designated investment alternatives over different time periods and allows you to compare them to an appropriate benchmark for the same time periods. While you cannot invest in a benchmark, the performance of the benchmark will give you an idea of how well the investment did in the same time period.

In addition to providing investment information, the table below shows fee and expense information for the plan's designated investment alternatives. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option.

Some investment options available in the plan may apply trading restrictions or shareholder type fees. The table below provides information on these restrictions and shareholder type fees.

Please note, past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money.

PERFORMANCE INFORMATION	Average Annual Total Return				Gross Exp Ratio			Trade Rest.	Shareholder Fee
	1 YR	5 YR	10 YR	Incept	As of	%	Per 1,000		
Galliard Stable Return Fund C (Fund ID WFVTZ)	2.25%	2.04%	1.76%	4.65%	5/31/23	0.37%	3.70		
idx:FTSE Treasury Bill 3 Mon USD	3.38%	1.51%	0.94%						
Stable Value									
STRATEGIC ROADMAP CONSERVATIVE (Fund ID SRMC1)	-1.44%	2.31%		3.21%	5/31/23	0.25%	2.50		
idx:Morningstar Con Tgt Risk TR USD	-2.13%	2.05%	2.53%						
US Fund Allocation--15% to 30% Equity									
STRATEGIC ROADMAP MODERATE (Fund ID SRMM1)	-1.61%	3.06%		4.17%	5/31/23	0.23%	2.30		
idx:Morningstar Mod Con Tgt Risk TR USD	-1.34%	3.55%	4.25%						
US Fund Allocation--30% to 50% Equity									
STRATEGIC ROADMAP BALANCED (Fund ID SRMB1)	-1.81%	4.11%		5.39%	5/31/23	0.21%	2.10		
idx:Morningstar Mod Tgt Risk TR USD	-1.54%	4.47%	5.52%						
US Fund Allocation--50% to 70% Equity									
STRATEGIC ROADMAP GROWTH (Fund ID SRMG1)	-2.19%	4.68%		6.30%	5/31/23	0.17%	1.70		
idx:Morningstar Mod Agg Tgt Risk TR USD	-1.26%	5.38%	6.79%						
US Fund Allocation--70% to 85% Equity									
STRATEGIC ROADMAP AGGRESSIVE (Fund ID SRMA1)	-2.47%	5.04%		6.91%	5/31/23	0.15%	1.50		
idx:Morningstar Agg Tgt Risk TR USD	-0.95%	5.98%	7.72%						
US Fund Allocation--85%+ Equity									
DRIEHAUS EMERG MARKETS GROWTH (Fund ID DREGX)	1.67%	2.79%	4.04%	9.82%	6/30/23	1.36%	13.60		
idx:MSCI EM NR USD	1.75%	0.93%	2.95%						
US Fund Diversified Emerging Mkts									
SCHWAB INTERNATIONAL INDEX (Fund ID SWISX)	18.81%	4.60%	5.45%	4.50%	6/30/23	0.06%	0.60		
idx:MSCI EAFE NR USD	18.77%	4.39%	5.41%						
US Fund Foreign Large Blend									
LOOMIS SAYLES GLOBAL BOND (Fund ID LSGBX)	-1.54%	-0.80%	0.31%	5.26%	6/30/23	0.75%	7.50		
idx:BBgBarc Global Aggregate TR USD	-1.32%	-1.09%	0.20%						
US Fund Global Bond									
VANGUARD INTERM-TERM BD IDX (Fund ID VBILX)	-0.70%	1.38%	1.95%	3.99%	6/30/23	0.07%	0.70	*	
idx:BBgBarc US Agg Bond TR USD	-0.94%	0.77%	1.52%						
US Fund Intermediate Core Bond									
DELAWARE DIVERSIFIED INCM INST (Fund ID DPFFX)	0.84%	1.52%	2.11%	4.95%	6/30/23	0.64%	6.40		
idx:BBgBarc US Agg Bond TR USD	-0.94%	0.77%	1.52%						
US Fund Intermediate Core-Plus Bond									
GUGGENHEIM TOTAL RETURN (Fund ID GIBIX)	0.55%	1.13%	2.97%	3.73%	6/30/23	0.62%	6.20		
idx:BBgBarc US Agg Bond TR USD	-0.94%	0.77%	1.52%						
US Fund Intermediate Core-Plus Bond									
SCHWAB S&P 500 INDEX (Fund ID SWPPX)	19.54%	12.28%	12.80%	8.53%	6/30/23	0.02%	0.20		
idx:S&P 500 TR USD	19.59%	12.31%	12.86%						
US Fund Large Blend									
VANGUARD TOTAL STOCK MKT INDEX (Fund ID VTSAX)	18.92%	11.30%	12.28%	7.70%	6/30/23	0.04%	0.40	*	
idx:S&P 500 TR USD	19.59%	12.31%	12.86%						
US Fund Large Blend									

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PERFORMANCE INFORMATION	Average Annual Total Return					Gross Exp Ratio		Trade Rest.	Shareholder Fee
	1 YR	5 YR	10 YR	Incept	As of	%	Per 1,000		
VANGUARD GROWTH INDEX (Fund ID VIGAX)	27.97%	14.49%	14.91%	7.93%	6/30/23	0.05%	0.50	*	
idx:S&P 500 Growth TR USD	18.25%	13.01%	14.49%						
US Fund Large Growth									
VANGUARD VALUE INDEX (Fund ID VVIAX)	10.82%	9.34%	10.48%	7.04%	6/30/23	0.05%	0.50	*	
idx:S&P 500 Value TR USD	19.99%	10.58%	10.51%						
US Fund Large Value									
VANGUARD MID-CAP GROWTH INDEX (Fund ID VMGMX)	18.35%	9.66%	11.00%	12.19%	6/30/23	0.07%	0.70	*	
idx:S&P MidCap 400 Growth TR USD	19.22%	7.16%	10.11%						
US Fund Mid-Cap Growth									
VANGUARD MID CAP VALUE INDEX (Fund ID VMVAX)	9.54%	7.12%	9.63%	11.81%	6/30/23	0.07%	0.70	*	
idx:S&P MidCap 400 Value TR USD	15.97%	8.00%	9.96%						
US Fund Mid-Cap Value									
DFA REAL ESTATE SECURITIES (Fund ID DFREX)	-4.44%	5.04%	6.73%	9.11%	6/30/23	0.20%	2.00		
idx:FTSE Nareit Equity REITs TR USD	-0.13%	4.55%	6.42%						
US Fund Real Estate									
DOUBLELINE LOW DURATION BOND I (Fund ID DBLSX)	3.04%	1.63%	1.79%	1.95%	6/30/23	0.41%	4.10		
idx:BBgBarc US Govt/Credit 1-5 Yr TR USD	0.19%	1.15%	1.14%						
US Fund Short-Term Bond									
VANGUARD SM CAP GROWTH INDEX (Fund ID VSGAX)	17.44%	6.10%	9.19%	11.35%	6/30/23	0.07%	0.70	*	
idx:S&P SmallCap 600 Growth TR USD	10.62%	5.22%	10.26%						
US Fund Small Growth									
VANGUARD SMALL CAP VAL INDEX (Fund ID VSIAX)	13.00%	6.24%	9.27%	11.67%	6/30/23	0.07%	0.70	*	
idx:S&P SmallCap 600 Value TR USD	8.88%	4.96%	9.19%						
US Fund Small Value									
VANGUARD TARGET RETIREMNT 2020 (Fund ID VTWNX)	6.58%	4.62%	6.02%	5.78%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2020 TR USD	7.86%	4.49%	5.70%						
US Fund Target-Date 2020									
VANGUARD TARGET RETIREMNT 2025 (Fund ID VTTVX)	8.56%	5.26%	6.68%	6.41%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2025 TR USD	8.95%	5.17%	6.38%						
US Fund Target-Date 2025									
VANGUARD TARGET RETIREMNT 2030 (Fund ID VTHRX)	9.95%	5.78%	7.24%	6.40%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2030 TR USD	10.63%	5.80%	7.02%						
US Fund Target-Date 2030									
VANGUARD TARGET RETIREMNT 2035 (Fund ID VTTHX)	11.28%	6.35%	7.82%	7.18%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2035 TR USD	12.37%	6.48%	7.67%						
US Fund Target-Date 2035									
VANGUARD TARGET RETIREMNT 2040 (Fund ID VFORX)	12.56%	6.88%	8.33%	7.04%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2040 TR USD	13.92%	7.00%	8.15%						
US Fund Target-Date 2040									
VANGUARD TARGET RETIREMNT 2045 (Fund ID VTIVX)	13.93%	7.46%	8.69%	7.83%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2045 TR USD	15.04%	7.33%	8.45%						
US Fund Target-Date 2045									
VANGUARD TARGET RETIREMNT 2050 (Fund ID VFIFX)	14.58%	7.58%	8.76%	7.32%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2050 TR USD	15.51%	7.47%	8.67%						
US Fund Target-Date 2050									
VANGUARD TARGET RETIREMNT 2055 (Fund ID VFFVX)	14.60%	7.57%	8.74%	9.60%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2055 TR USD	15.64%	7.52%	8.78%						
US Fund Target-Date 2055									
VANGUARD TARGET RETIREMNT 2060 (Fund ID VTTSX)	14.62%	7.58%	8.74%	9.31%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2060 TR USD	15.73%	7.56%	8.84%						
US Fund Target-Date 2060									

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	1 YR	5 YR	10 YR	Incept	As of	%	Per 1,000		
Vanguard Target Ret 2070 (Fund ID VSVNX)	14.68%			13.47%	6/30/23	0.08%	0.80		
idx:S&P Target Date 2065+ TR USD	15.73%	7.56%	8.84%						
US Fund Target-Date 2065+									
VANGUARD TARGET RETIREMNT 2065 (Fund ID VLXVX)	14.62%	7.55%		7.96%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date 2065+ TR USD	15.73%	7.56%	8.84%						
US Fund Target-Date 2065+									
VANGUARD TARGET RETIREMNT INC (Fund ID VTINX)	4.51%	3.45%	4.12%	4.74%	6/30/23	0.08%	0.80	*	
idx:S&P Target Date Retirement Income TR USD	5.87%	3.46%	4.01%						
US Fund Target-Date Retirement									

* Although restrictions may apply at the fund level, they may be waived for retirement plans under certain circumstances. Refer to your fund's prospectus for more information.

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the Department of Labor's Web site for an example showing the long-term effect of fees and expenses at http://www.dol.gov/ebsa/publications/401k employee.html. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

Please visit http://www.investmentterms.com for a glossary of investment terms relevant to the investment options available under this plan. This glossary is intended to help you better understand your options.

Additional information and more recent performance about each of the designated investment alternatives can be accessed through your plan's Retirement Education Center (R.E.C.). Go to www.epicrps.com and enter as the R.E.C. code in the designated R.E.C. field and click enter. To review additional investment information go to the Investment Information page on the R.E.C. You can access the fund's prospectus by clicking on the "P" icon. If you click on the "F" icon you will be directed to the fund's fact sheet.

Please contact the Participant Service Center should you have any issue with accessing the information or if you would like a free printed copy of the investment information, that is available via the R.E.C.

Iowa Senior 401(k) Pooled Employer Plan

Qualified Default Investment Alternative Notice

Right to direct investment/default investment. You have the right to direct the investment of all of your accounts under the Plan (your "directed accounts") in any of the investment choices explained in the investment information materials provided to you.

We encourage you to make an investment election to ensure that amounts in the Plan are invested in accordance with your long-term investment and retirement plans. However, **if you do not make an investment election**, then the amounts that you could have elected to invest will be invested in a default investment that the Plan officials have selected.

Description of default investment. The default investment(s) are listed below.

Name	Gross Annual Expense Ratio	As of
VANGUARD TARGET RETIREMNT INC	0.08 %	06/30/2023

The investment seeks to provide current income and some capital appreciation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors currently in retirement. Its indirect bond holdings are a diversified mix of short-, intermediate-, and long-term U.S. government, U.S. agency, and investment-grade U.S. corporate bonds; inflation-protected public obligations issued by the U.S. Treasury; mortgage-backed and asset-backed securities; and government, agency, corporate, and securitized investment-grade foreign bonds issued in currencies other than the U.S. dollar.

VANGUARD TARGET RETIREMNT 2020	0.08 %	06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2020 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2025	0.08 %	06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2025 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2030	0.08 %	06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2030 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2035	0.08 %	06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2035 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2040	0.08 %	06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2040 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2045	0.08 %	06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2045 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2050 0.08 % 06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2050 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2055 0.08 % 06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2055 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2060 0.08 % 06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2060 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2065 0.08 % 06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2065 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

VANGUARD TARGET RETIREMNT 2070 0.08 % 06/30/2023

The investment seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in a mix of Vanguard mutual funds (underlying funds) according to an asset allocation strategy designed for investors planning to retire and leave the workforce in or within a few years of 2070 (the target year). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

Right to alternative investment. If the Plan invests some or all of your accounts in the default investment, then you have the continuing right to direct the investment of your accounts ("directed accounts") in one or more of the other investment choices available to you as explained above. You may change your investments at any time.

This Notice contains only a brief description of the Plan’s Default Investment and its fees and expenses. Please refer to the summary document for more detailed information.

Where to go for further investment information. To learn more about the Plan's investment alternatives and procedures for changing how your accounts are invested you can log onto the participant website or contact the Plan Administrator at:

Fiduciary Wise
2487 South Gilbert Rd Suite 106-454
Gilbert, AZ 85295
(1-8) 88--402-9473

TO THE PLAN ADMINISTRATOR

The following Administrative Forms have been included because they are either required under the Plan or by law, or they are necessary to properly administer the Plan. Below are instructions for the use of these forms.

1. SAFE HARBOR NOTIFICATION TO ELIGIBLE EMPLOYEES

   The law requires the Plan Administrator of a safe harbor 401(k) plan to provide eligible Employees a timely written notice describing their rights and obligations under a safe harbor plan. The Plan Administrator must provide each eligible Employee with the SAFE HARBOR NOTIFICATION TO ELIGIBLE EMPLOYEES form within a reasonable period of time before each Plan Year, but in no event more than 90 days before the beginning of the Plan Year. (Providing the notice at least 30 days before the beginning of the Plan Year is deemed to be a reasonable period of time before the beginning of the Plan Year). For Employees who become Participants during or after this period, the notice may generally be provided within a reasonable period of time prior to the Employee becoming a Participant.

   The SALARY REDUCTION AGREEMENT should also be provided so that a Participant can elect an amount of compensation to defer.

IOWA SENIOR 401(K) POOLED EMPLOYER PLAN

SAFE HARBOR NOTIFICATION TO ELIGIBLE EMPLOYEES

This is an annual notice and only applies to the Plan Year beginning on January 1, 2023.

This notice covers the following points:

- How much you can contribute to the Plan;
- What other amounts the Employer will contribute to the Plan for you; and
- When your Plan account will be vested (that is, not lost when you leave your job), and when you can receive a distribution of your Plan account.

You can find out more information about the Plan in the Plan's Summary Plan Description (SPD). You can obtain a copy of the SPD from the Plan Administrator.

I. Employee deferral contributions

You are allowed to defer a portion of your compensation to the Plan. These amounts are referred to as deferrals and are held in an account for your behalf. When you are permitted to take a distribution from the Plan, you will be entitled to all of your deferrals, as adjusted for any gains or losses. The type of compensation that may be deferred under the Plan is explained in the section of the Summary Plan Description entitled "What compensation is used to determine my Plan benefits?" (this is in the Article entitled "COMPENSATION AND ACCOUNT BALANCE").

Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The dollar limit may increase each year for cost-of-living adjustments. The Administrator will notify you of the maximum percentage you may defer.

If you are at least age 50 or will attain age 50 during a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

You may make either Regular 401(k) deferrals (pre-tax) or Roth 401(k) deferrals (after-tax). Your election regarding the amount and type of deferrals is irrevocable with respect to any deferrals already withheld from your compensation. If you make Regular 401(k) deferrals, your deferrals are not subject to income tax until distributed from the Plan. If you make Roth 401(k) deferrals, your deferrals are subject to income tax at the time of deferral. The Roth 401(k) deferrals, however, are not taxed when you receive a distribution from the Plan. In addition, if the distribution of Roth 401(k) deferrals is considered "qualified," then the earnings on the deferrals will not be subject to income tax when distributed from the Plan. Distributions from your Roth accounts will be considered "qualified" only if the distribution is on account of attainment of age 59 1/2, death or disability, and the distribution must not occur prior to the end of the 5-year participation period that begins with the first taxable year for which you made a Roth 401(k) deferral to the Plan, or if earlier, the first taxable year for which you made a Roth 401(k) deferral to another Roth 401(k) plan or Roth 403(b) plan that you rolled over to this Plan. Both types of deferrals are subject to Social Security taxes at the time of deferral. Your Employer will deduct the Social Security taxes, and in the case of Roth 401(k) deferrals will deduct income taxes, from your remaining compensation.

II. Employer Safe Harbor Contribution Election

To help you make an informed decision on the level of your own elective deferral contributions, if any, your Employer must inform you about the contributions it will make to the Plan. Your Employer has elected to make the following employer safe harbor contribution:

Safe Harbor Matching Contribution. In order to maintain "safe harbor" status, your Employer will make a safe harbor matching contribution equal to 100% of your elective deferrals that do not exceed 4% of your compensation. This safe harbor matching contribution is 100% vested.

For purposes of calculating this safe harbor matching contribution, your compensation and deferrals will be computed for each payroll period.

III. Suspension or reduction of safe harbor matching contribution.

The Employer retains the right to reduce or suspend the safe harbor matching contribution under the Plan. If the Employer chooses to do so, you will receive a supplemental notice explaining the reduction or suspension of the safe harbor matching contribution at least 30 days before the change is effective. The Employer will contribute any safe harbor matching contribution you have earned up to that point. At this time, the Employer has no such intention to suspend or reduce the safe harbor matching contribution.

IV. Vesting

The following is a general explanation of the vesting provisions of the Plan. More details can be found in the Article of the SPD entitled "VESTING."

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

- elective deferrals including Roth 401(k) deferrals and catch-up contributions
- rollover contributions
- safe harbor contributions

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

V. Distribution provisions

The Plan and law impose restrictions on when you may receive a distribution from the Plan. Below is general information on when distributions may be made under the Plan. See the SPD for more details, including details on how benefits are paid. Also, at the time you are entitled to receive a distribution, the Plan Administrator will provide you with a notice explaining the rules regarding the taxation of the distribution.

You generally may not withdraw your deferral contributions except when one of the following events occurs: severance from employment with the Employer, death, disability, or attainment of age 59 1/2. You are always 100% vested in your deferral contributions.

If your vested account balance exceeds $5,000, you may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment.

If your vested account balance does not exceed $5,000, a distribution of your vested account balance will be made to you as soon as administratively feasible following your termination of employment.

You may also withdraw money from the Plan from certain accounts if you have reached age 59 1/2, if you have incurred a disability or if you have an immediate and heavy financial need. However, there are various rules and requirements that you must meet before any withdrawal is permitted. See the Article in the SPD entitled "DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT" for more details.

You may withdraw money from your rollover account at any time. See the Article in the SPD entitled "DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT" for more details.

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

VI. Administrative procedures

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. The procedure will require that you enter into a written salary reduction agreement after you satisfy the Plan's eligibility requirements. Your election will become effective as soon as administratively feasible. Your election will remain in effect until you modify or terminate it.

You may revoke or make modifications to your salary deferral election in accordance with procedures that the Plan Administrator provides.

In addition to any other election periods provided above, you may make or modify a deferral election during the 30-day period immediately preceding the Plan Year for which this notice is being provided. For the Plan Year you become eligible to make deferrals, you may complete a salary deferral agreement during a 30-day period that includes the date you become eligible.

If you decide to start or change your elective deferral, you must complete the salary reduction agreement and return it to the Plan Administrator.

VII. Investments

Right to direct investment/default investment. You have the right to direct the investment of your Pre-Tax 401(k) and Roth 401(k) deferrals and also other accounts under the Plan (your "directed accounts") in any of the investment choices explained in the investment information materials provided to you.

We encourage you to make an investment election to ensure that amounts in the Plan are invested in accordance with your long-term investment and retirement plans. However, if you do not make an investment election, then the amounts that you could have elected to invest will be invested in a default investment that the Plan officials have selected.

VIII. Employer's right to terminate Plan

Pursuant to the terms of the Plan, your Employer has the right, at any time, to terminate the Plan. Termination of the Plan will result in the discontinuance of all contributions to the Plan (including the safe harbor 401(k) contribution) with respect to any compensation you receive after the effective date of the termination. Termination of the Plan will not affect your right to receive any contributions you have accrued as of the effective date of the termination.

IX. Additional information

This notice is not a substitute for the Summary Plan Description. The provisions of the Plan are very complex and you should always look at the Summary Plan Description if you have any questions about the Plan. If, after reading the Summary Plan Description, you still have questions, contact the Plan Administrator.

The Plan Administrator is the Employer. You may contact the Employer at:

Contact: Fiduciary Wise, LLC

Address: 2487 South Gilbert Road, Suite 106-454

Gilbert, Arizona 85295

Telephone: (480) 855-4017

Where to go for further investment information. You can obtain further investment information about the Plan's investment alternatives by contacting the Plan Administrator as listed above.

IOWA SENIOR 401(K) POOLED EMPLOYER PLAN
SUMMARY PLAN DESCRIPTION

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IOWA SENIOR 401(K) POOLED EMPLOYER PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Iowa Senior 401(k) Pooled Employer Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. As a participant under the Plan, you may elect to contribute a portion of your compensation to the Plan.

What information does this Summary provide?

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

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

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

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

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

ARTICLE I
PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your Entry Date. The following describes Excluded Employees, if any, the eligibility requirements and Entry Dates that apply. You should contact the Plan Administrator if you have questions about the timing of your Plan participation.

All Contributions

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

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement provides otherwise.
- certain nonresident aliens who have no earned income from sources within the United States
- leased employees
- reclassified employees (a person the Employer does not treat as a common law employee on its payroll records, such as someone paid as an independent contractor or an out-sourced worker)

Eligibility Conditions. You will be eligible to participate in the Plan when you have completed 3 month(s) of service and have attained age 21. However, you will actually participate in the Plan once you reach the Entry Date.

Entry Date. Your Entry Date will be the first day of the Plan Year quarter next following the date you satisfy the eligibility requirements.

Long-Term Part-Time Employees

You will be considered to be a Long-Term Part-Time (LTPT) Employee if you are a part-time employee who has not entered the Plan as a regular participant, but who is credited with at least three consecutive years beginning after December 31, 2020, with at least 500 Hours of Service in each year, and you have attained age 21. If you enter the Plan as an LTPT Participant and you later satisfy the normal eligibility requirements, you will participate thereafter as a regular participant. As an LTPT Participant, you will be credited with a Year of Service for each year in which you are credited with more than 500 Hours of Service.

LTPT Participants are eligible for the following contribution types:

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

Your Entry Date as an LTPT Participant for all Plan purposes will be the first day of the first month or the first day of the seventh month of the Plan Year coincident with or next following the date you meet the requirements to be an LTPT Employee.

The following Employees will not be considered LTPT Participants:

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

How is my service determined for purposes of Plan eligibility?

Months of Service. You will have completed the required number of months if you are employed by the Employer at any time after you have completed that number of months.

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will be counted.

Service with another Employer. For eligibility purposes, your Years of Service with any Employer for periods of employment during which the Employer was in a consulting contract with Healthcare of Iowa, Inc. or Assisted Living Partners L.L.C. will be counted. See the Plan Administrator for details if you think you may be affected by this provision.

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

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

If you are no longer a participant because of a termination of employment, and you are rehired, then you will be able to participate in the Plan on the date on which you are rehired if you are otherwise eligible to participate in the Plan.

ARTICLE II
EMPLOYEE CONTRIBUTIONS

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

Elective Deferrals. Effective July 1, 2023, as a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as an elective deferral. There are two types of elective deferrals: pre-tax deferrals and Roth deferrals. For purposes of this SPD, "elective deferrals" generally means both pre-tax deferrals and Roth deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

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

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

Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a Salary Reduction Agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it.

Deferral modifications. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

Annual dollar limit. Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2023 is $22,500. After 2023, the dollar limit may increase for cost-of-living adjustments.

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

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

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

What are rollover contributions?

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

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

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" at any time. You should see the Articles in this SPD entitled "Distributions Prior to Termination of Employment," "Distributions upon Termination of Employment," and "Distributions upon Death" for an explanation of how benefits (including your "rollover account") are paid from the Plan.

ARTICLE III
EMPLOYER CONTRIBUTIONS

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

What is the safe harbor contribution?

Safe harbor 401(k) plan. This Plan is referred to as a "safe harbor 401(k) plan." Before the beginning of each Plan Year, you will be provided with a comprehensive notice of your rights and obligations under the Plan. However, if you become eligible to participate in the Plan after the beginning of the Plan Year, then the notice will be provided to you on or before the date you are eligible. A safe harbor 401(k) plan is a plan design where the Employer commits to making certain contributions described below. This commitment to make contributions enables the Employer to simplify the administration of the Plan by ensuring that nondiscrimination regulations are met, which is why it is called a "safe harbor" plan.

Safe Harbor Matching Contribution. In order to maintain "safe harbor" status, the Employer will make a safe harbor matching contribution equal to 100% of your elective deferrals that do not exceed 4% of your compensation. This safe harbor matching contribution is 100% vested (see the Article in this SPD entitled "Vesting").

For purposes of calculating this safe harbor matching contribution, your compensation and deferrals will be computed for each payroll period.

What are forfeitures and how are they allocated?

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

Allocation of forfeitures. Forfeitures will be allocated as follows:

- Forfeitures may be used to pay plan expenses, allocated as an additional discretionary nonelective contribution, allocated as an additional discretionary matching contribution, used to reduce any nonelective contribution or used to reduce any matching contribution.

ARTICLE IV
COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

All Contributions

Definition of compensation. Compensation is defined as your total compensation that is subject to income tax and paid to you by the Employer. The following describes the adjustments to compensation that apply for the contributions noted above.

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

- elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.
- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
    - compensation paid for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), or other similar payments that would have been made to you had you continued employment.

- compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.

- nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment.

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

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

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

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

How is the money in the Plan invested?

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

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

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including the Employer, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. Procedures must be followed in giving investment directions. If you fail to do so, then your investment directions need not be followed. If you do not direct the investment of your applicable Plan accounts, your accounts will be invested in accordance with the default investment alternatives established under the Plan.

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

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

Will Plan expenses be deducted from my account balance?

The Plan will pay some or all Plan related expenses except for a limited category of expenses, known as "settlor expenses," which the law requires the employer to pay. Generally, settlor expenses relate to the design, establishment or termination of the Plan. See the Plan Administrator for more details. The expenses charged to the Plan may be charged pro rata to each Participant in relation to the size of each Participant's account balance or may be charged equally to each Participant. In addition, some types of expenses may be charged only to some Participants based upon their use of a Plan feature or receipt of a plan distribution. Finally, the Plan may charge expenses in a different manner as to Participants who have terminated employment with the Employer versus those Participants who remain employed with the Employer.

The above is only a general statement about the possible treatment of Plan expenses. See the Appendix for Plan Expense Allocations for details.

ARTICLE V
VESTING

What is my vested interest in my account?

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

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

- elective deferrals including Roth 401(k) deferrals and catch-up contributions
- rollover contributions
- safe harbor contributions

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

How is my service determined for vesting purposes?

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

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

(a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;

(b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year) but credit will not exceed 501 hours of service for any single continuous period during which you perform no duties; and

(c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted.

Service with another Employer. For vesting purposes, your Years of Service with any Employer for periods of employment during which the Employer was in a consulting contract with Healthcare of Iowa, Inc. or Assisted Living Partners L.L.C. will be counted. See your Plan Administrator for details if you think you may be affected by this provision.

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

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

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

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

(a) of the distribution of your vested account balance, or

(b) when you incur five consecutive Breaks in Service.

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

ARTICLE VI
DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions. You may withdraw amounts from your rollover contributions accounts at any time.

Conditions and Limitations. Generally you may receive a distribution from certain accounts prior to termination of employment provided you satisfy any of the following conditions:

- you have attained age 59 1/2. Satisfying this condition allows you to receive distributions from all contribution accounts.
- you have incurred a financial hardship as described below.
- you incur a disability (as defined in the Plan). Satisfying this condition allows you to receive distributions from all contribution accounts.

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

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

An in-service distribution cannot exceed the vested amount in the distributing account. The following additional limitations apply to in-service distributions from certain accounts:

- In-service distributions based on hardship can only be made from accounts which are 100% vested.
- In-service distributions not based on hardship or deemed severance can only be made from accounts which are 100% vested.

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

Hardship distributions. You may withdraw money on account of financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive upon termination of employment or other event entitling you to distribution of your account balance.

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

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) for you, your spouse or your dependents.
- Costs directly related to the purchase of your principal residence (excluding mortgage payments).

- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children or your dependents.

- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.

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

- Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165) without regard to the limit on casualty losses that are deductible for income tax purposes under IRC 165(h).

- Expenses for disasters arising from federally declared disasters, such as your expenses and losses (including loss of income) attributable to that disaster, provided your principal residence or place of employment was in an area FEMA designates as qualifying for individual assistance.

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

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

(b) You have obtained all distributions, other than hardship distributions, currently available under all plans that the Employer maintains.

(c) You certify (via a form for that purpose) that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

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

- pre-tax 401(k) deferral accounts plus earnings

- Roth 401(k) deferral accounts plus earnings

- qualified employer contributions including any safe harbor contributions

ARTICLE VII
DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan when you terminate employment with the Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Article in this SPD entitled "Distributions upon Death."

As to the possibility of receiving a distribution while you are still employed with the Employer, see the Article in this SPD entitled "Distributions Prior to Termination of Employment."

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

Termination and distribution before Normal Retirement Age (or age 62 if later)

If your vested account balance exceeds $5,000, your consent is required to distribute your account before you reach Normal Retirement Age (or age 62 if later). You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled "In what method and form will my benefits be paid to me?" below for an explanation of the method of payment.)

If you terminate employment with a vested account balance exceeding $5,000, you may elect to postpone your distribution until your "required beginning date" described below.

If your vested account balance does not exceed $5,000, a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it, as soon as administratively feasible following your termination of employment. (See the question entitled "In what method and form will my benefits be paid to me?" below for an explanation of the method of payment.)

Amounts in your rollover account will not be considered as part of your benefit in determining whether the $5,000 threshold for timing of payments described above has been exceeded as well as for determining if the value of your vested account balance exceeds the $5,000 threshold used to determine whether you must consent to a distribution.

Automatic Rollover of Certain Account Balances. If your vested account balance does not exceed $5,000, the Plan will distribute your account without your consent. If the amount of the distribution exceeds $1,000 (including any rollover contribution) and you do not elect to either receive or roll over the distribution, your distribution will be directly rolled over to an IRA. See "Automatic IRA Rollover of Certain Account Balances" in the Article in this SPD entitled "Tax Treatment of Distributions."

Distribution on or after Normal Retirement Age (or age 62 if later)

If you terminate employment with the Employer and will receive distribution on or after the later of age 62 or Normal Retirement Age, the Plan will distribute your account without your consent. The distribution will occur as soon as administratively feasible at the same time described above for other pre-62/Normal Retirement Age distributions not requiring your consent, but in any event distribution will be made no later than 60 days after the end of the Plan Year in which you terminate employment. Notwithstanding the foregoing, if your vested account balance exceeds $5,000 (including rollover contributions), you may elect to postpone your distribution until your "required beginning date" described below.

What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?

You will attain your Normal Retirement Age when you reach age 65.

You will become 100% vested in all of your accounts under the Plan (assuming you are not already fully vested) if you are employed on or after your Normal Retirement Age.

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as the inability 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 twelve months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require that your disability be determined by a licensed physician.

Payment of benefits. If you terminate employment because you become disabled, you will become 100% vested in all of your accounts under the Plan and the Plan will distribute your account balance in the same manner as for any other non-death related termination.

In what method and form will my benefits be paid to me?

Termination and distribution before Normal Retirement Age (or age 62 if later)

If you terminate employment and will receive a distribution before the later of age 62 or Normal Retirement Age and your vested account balance does not exceed $5,000, then your vested account balance may only be distributed to you in a single lump-sum payment in cash. If you are less than 100% vested in your account balance and have not incurred a forfeiture break in service, then your vested account balance may only be distributed to you in a single lump-sum payment in cash. A forfeiture break in service occurs after five consecutive one-year breaks in service. A break in service is a Plan Year in which you are not credited with at least 501 Hours of Service.

If you terminate employment and will receive a distribution before the later of age 62 and Normal Retirement Age and your vested account balance exceeds $5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment in cash

In determining whether your vested account balance exceeds the $5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will not be taken into account.

Distribution on or after Normal Retirement Age (or age 62 if later)

If you terminate employment and will receive distribution on or following the attainment of the later of age 62 or Normal Retirement Age, and your vested account balance (including rollovers) does not exceed $5,000, you will receive distribution in the form of a single lump-sum payment in cash. If your balance exceeds $5,000, you may elect to receive distribution as described above relating to termination before the later of age 62 and Normal Retirement Age, or you may elect to take installments but only with respect to lifetime minimum required distributions, over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies). (See "Required beginning date" below for an explanation of the commencement of minimum required distributions.) In

determining whether your vested account balance exceeds the $5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

Required beginning date

As described above, you may delay the distribution of your vested account balance. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

ARTICLE VIII
DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then 100% of your account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

You may designate a beneficiary of your Plan account on a form provided to you for this purpose by the Plan Administrator. If you do not designate a beneficiary, your account will be distributed as described below under "No beneficiary designation." If you are married, your spouse has certain rights to the death benefit. You should immediately report any change in your marital status to the Plan Administrator.

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless you designate in writing a different beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NON-SPOUSE BENEFICIARY.

Changes to designation.

If, with spousal consent as required, you have designated someone other than your spouse as beneficiary and now wish to change your designation, see the Plan Administrator for details. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Divorce. A divorce decree automatically revokes your designation of your spouse or former spouse as your beneficiary under the Plan unless a Qualified Domestic Relations Order provides otherwise. You should complete a form to make a new beneficiary designation if a divorce decree is issued. See the Plan Administrator for details if you think you may be affected by this provision.

Unmarried Participant. If you are not married, you may designate a beneficiary of your choosing.

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

(a) your surviving spouse

(b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's living descendants)

(c) your surviving parents, in equal shares

(d) your estate

How will the death benefit be paid to my beneficiary?

Method/form of distribution. The form of payment of the death benefit will be in cash. If the death benefit payable to a beneficiary does not exceed $5,000, then the benefit may only be paid as a lump sum. If the death benefit exceeds $5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment in cash

- partial distributions. Your beneficiary may request a distribution of some or all of the death benefit, at any time following your death, subject to any reasonable limits the Plan Administrator may impose. Each such distribution must be at least equal to the required minimum distribution amount.

Timing of distribution. Payment of the death benefit must begin as soon as administratively feasible following your death.

When must the last payment be made to my beneficiary (required minimum distributions)?

The law generally restricts the ability of a retirement plan to be used as a method of deferring taxation for an unlimited period beyond the participant's life. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods. The application of these rules depends upon whether you die before or after your "required beginning date" as described above under "Required beginning date."

Death before required beginning date.

If you die before your required beginning date, distribution of your entire account must commence as soon as administratively feasible following your death and the determination of your beneficiary.

If your spouse is the sole beneficiary, your spouse may delay the start of payments until the year in which you would have attained age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949).

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

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

Death after required beginning date.

If you die on or after your required beginning date, regardless of the method of distribution a beneficiary might otherwise be able to elect, payment must be made over a period which does not exceed the greater of the beneficiary's life expectancy or your remaining life expectancy (determined in accordance with applicable life expectancy tables and without regard to your actual death). If your beneficiary is not a person, your entire death benefit must be paid over a period not exceeding your remaining life expectancy (determined in accordance with applicable life expectancy tables and without regard to your actual death).

What happens if I terminate employment, commence payments and then die before receiving all of my benefits?

Your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. See the Plan Administrator for more information regarding the timing and method of payments that apply to your beneficiary. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE IX
TAX TREATMENT OF DISTRIBUTIONS

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

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

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

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

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

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

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

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will generally result in no tax being due (unless you roll pre-tax accounts directly to a Roth IRA) until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA Rollover of Certain Account Balances

If a mandatory distribution is being made to you before the later of age 62 or Normal Retirement Age and your vested account balance does not exceed $5,000 (disregarding any rollover contribution), the Plan will distribute your vested portion in a single lump-sum payment in cash. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights. If the amount of the distribution exceeds $1,000 (including any rollover contribution) and you do not elect either to receive or to roll over the distribution, the Plan automatically will roll over the distribution to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and to provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. In addition, your beneficiary designation under the Plan, if any, will not apply to the rollover IRA. The IRA's terms will control in establishing a designated beneficiary under the IRA. You may transfer the IRA funds to any other IRA you choose. You may contact the Plan Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider and the fees and charges associated with the IRA.

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

ARTICLE X
LOANS

Is it possible to borrow money from the Plan?

No. Loans are not permitted from the Plan.

ARTICLE XI
PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

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

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Plan Administrator must honor a qualified domestic relations order (QDRO). A QDRO is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator will determine the validity of any domestic relations

order received. You and your beneficiaries can obtain from the Plan Administrator, without charge, a copy of the procedure used by the Plan Administrator to determine whether a qualified domestic relations order is valid.

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

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

Can the Employer amend the Plan?

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

What happens if the Plan is discontinued or terminated?

Although the Employer intends to maintain the Plan indefinitely, the Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. The Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

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

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

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

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

What if my benefits are denied?

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

indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

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

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

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the determination was based.

(c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.

(d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

(e) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration, then the following additional information will be provided:

(i) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- The views you presented to the Plan of health care professionals treating the claimant and vocational professionals who evaluated you;

- The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or

- A disability determination made by the Social Security Administration and presented by you to the Plan.

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

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

(iv) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

If your claim has been denied, and you want to submit your claim for review, you must follow the claims review procedure in the next question.

What is the claims review procedure?

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

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

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

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

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

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

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

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

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

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

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days (45 days with respect to claims relating to the determination of disability benefits) after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator must notify you of the determination on review no later than 120 days (or 90 days with respect to claims relating to the determination of disability benefits).

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

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the benefit determination was based.

(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration):

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

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

(iii) A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

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

(iv) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;

- the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or

- a disability determination made by the Social Security Administration and presented by you to the Plan.

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

What are my rights as a Plan participant?

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

(a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including collective bargaining agreements and insurance contracts, if any, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements and insurance contracts, if any, 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.

(c) 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.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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 or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

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

ARTICLE XII
GENERAL INFORMATION ABOUT THE PLAN

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

Plan Name

The full name of the Plan is Iowa Senior 401(k) Pooled Employer Plan.

Plan Number

The Employer has assigned Plan Number 401 to your Plan.

Plan Effective Dates

The provisions of the Plan become effective on January 1, 2023.

Other Plan Information

Valuations of the Plan assets are made annually on the last day of the Plan Year. The Plan Administrator also may require more frequent valuations.

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

The Plan will be governed by the laws of the state of the Employer's principal place of business to the extent not governed by federal law.

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

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

Employer Information

The Employer's name, address, business telephone number and identification number are:

Fiduciary Wise, LLC
2487 South Gilbert Road, Suite 106-454
Gilbert, Arizona 85295
(480) 855-4017
81-3799174

The Plan allows other employers to adopt its provisions. Other Employers who have adopted the provisions of the Plan are:

Healthcare of Iowa, Inc.
5925 Dry Creek Lane
Cedar Rapids, Iowa 52402
(319) 362-8916
42-0981198

AL of Aspen Heights, Inc.
5925 Dry Creek Lane NE
Cedar Rapids, Iowa 52402
(319) 362-8916
83-2596550

Plan Administrator Information

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

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

The name, address and business telephone number of the Plan's Administrator are:

Fiduciary Wise, LLC
2487 South Gilbert Road, Suite 106-454
Gilbert, Arizona 85295
(480) 855-4017

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets (unless the investment of assets is subject to Participant or other direction) in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Plan Administrator separately accounts for each Participant's interest in the Plan. If there is more than one Trustee, they will collectively be referred to as Trustee throughout this Summary Plan Description.

The Plan's Trustee is:

Charles Schwab Trust Bank

The contact information for the Plan's Trustee is:

2360 Corporate Circle, Suite 400
Henderson, Nevada 89074

IOWA SENIOR 401(K) POOLED EMPLOYER PLAN

COMMON QUESTIONS ABOUT OUR PLAN

Introduction

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

Q. Why is the Employer sponsoring a retirement plan?

A. The Employer is sponsoring this Plan to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. As a participant under the Plan, you may elect to contribute a portion of your compensation to the Plan.

Q. How do I participate in the Plan?

A. Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your Entry Date. The following describes Excluded Employees, the eligibility requirements and Entry Date that apply.

All Contributions

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

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement provides otherwise.
- certain nonresident aliens who have no earned income from sources within the United States
- leased employees
- reclassified employees (a person the Employer does not treat as a common law employee on its payroll records, such as someone paid as an independent contractor or an out-sourced worker)

Eligibility Conditions. You will be eligible to participate in the Plan when you have completed 3 month(s) of service and have attained age 21. However, you will actually participate in the Plan once you reach the Entry Date.

Entry Date. Your Entry Date will be the first day of the Plan Year quarter next following the date you satisfy the eligibility requirements.

Long-Term Part-Time Employees

You will be considered to be a Long Term Part-Time (LTPT) Employee if you are a part-time employee who has not entered the Plan as a regular participant, but who is credited with at least three consecutive years beginning after December 31, 2020, with at least 500 Hours of Service in each year, and you have attained age 21. As a Long-Term Part-Time Participant, you will be eligible to defer including Roth 401(k) deferrals. For further information, see the section in the SPD entitled "Long-Term Part-Time Employees".

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

A. **Elective Deferrals.** Effective July 1, 2023, as a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. This amount is referred to as an elective deferral. There are two types of elective deferrals: pre-tax deferrals and Roth deferrals. For purposes of this SPD, "elective deferrals" generally means both pre-tax deferrals and Roth deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

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

Roth Deferrals. If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order

for the earnings to be tax free, you must meet certain conditions. For further information, see the section in the SPD entitled "What are my tax consequences when I receive a distribution from the Plan?"

You will receive additional amounts from the Employer if you do contribute.

Q. When will I receive payments from the Plan?

A. The Plan is designed to encourage you to stay with the Employer until retirement. If you terminate employment with the Employer on or after Normal Retirement Age (or age 62 if later), the Plan will distribute your account without your consent. The distribution will occur as soon as administratively feasible at the same time described below for other (pre 62/Normal Retirement Age) distributions made after termination of employment not requiring your consent, but in any event distribution will be made no later than 60 days after the end of the Plan Year in which you terminate employment. Notwithstanding the foregoing, if your vested account balance exceeds $5,000 (including rollover contributions), you may elect to postpone your distribution until your "required beginning date" for required minimum distributions. (See "Required beginning date" under "In what method and form will my benefits be paid to me?" in the Article in the SPD entitled "Distributions upon Termination of Employment" for an explanation of the commencement of minimum required distributions.)

You will attain your Normal Retirement Age when you reach age 65.

Q. How much will I be paid when I terminate employment?

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

Q. How will payments be made when I terminate employment?

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

If your vested account balance exceeds $5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment in cash

- installments but only with respect to lifetime minimum required distributions, over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies). (See "Required beginning date" under "In what method and form will my benefits be paid to me?" in the Article in the SPD entitled "Distributions upon Termination of Employment" for an explanation of the commencement of minimum required distributions.)

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

Q. What if I stop working before I reach Normal Retirement Age or early retirement age?

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

- elective deferrals including Roth 401(k) deferrals and catch-up contributions

- rollover contributions

- safe harbor contributions

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

Q. If I stop working before my Normal Retirement Age (or age 62 if later), when will my vested amount be paid?

A. If your vested account balance exceeds $5,000, your consent is required to distribute your account before you reach your Normal Retirement Age (or age 62 if later). You may elect to have your vested account balance distributed to you as soon as administratively

feasible following your termination of employment. (See "In what method and form will my benefits be paid to me?" in the Article in the SPD entitled "Distribution upon Termination of Employment" for an explanation of the method of payment.)

If you terminate employment with a vested account balance exceeding $5,000, you may elect to postpone your distribution until your "required beginning date" for required minimum distributions. (See "Required beginning date" under "In what method and form will my benefits be paid to me?" in the Article in the SPD entitled "Distributions upon Termination of Employment" for an explanation of the commencement of minimum required distributions.)

If your vested account balance does not exceed $5,000, a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it, as soon as administratively feasible following your termination of employment. (See "In what method and form will my benefits be paid to me?" in the Article in the SPD entitled "Distributions upon Termination of Employment" for an explanation of the method of payment.)

Amounts in your rollover account will not be considered as part of your benefit in determining whether the $5,000 threshold for timing of payments described above has been exceeded as well as for determining if the value of your vested account balance exceeds the $5,000 threshold used to determine whether you must consent to a distribution.

Q. What if I die before I terminate employment?

A. Your beneficiary will be entitled to 100% of your interest in the Plan upon your death. If you are single, you may name anyone you like to be your beneficiary. If you are married, in general, your spouse is your beneficiary of your death benefit unless you and your spouse name someone else as your beneficiary. You should review the question entitled "Who is the beneficiary of my death benefit?" in the Article in the SPD entitled "Distributions upon Death."

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

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

- you have attained age 59 1/2. Satisfying this condition generally allows you to receive distributions from all contribution accounts.

- you incur a disability (as defined in the Plan). Satisfying this condition generally allows you to receive distributions from all contribution accounts.

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

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

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

Iowa Senior 401(k) Pooled Employer Plan

Electronic Statements Disclosure

As a participant in the Plan, you are entitled to receive a benefit statement on a periodic basis. These benefit statements will be provided to you electronically through the participant website.

The benefit statement includes important information regarding the Plan, including:

- Your total account balance under the Plan
- Your vested interest in your account balance
- The value of any investment options in which assets of your account are invested
- If you have the right to direct the investment of your account, information regarding (i) any restrictions on those rights, (ii) the importance of diversifying your investments, and (iii) the availability of investment information provided by the Department of Labor on its website.

The information required to be included in your benefit statement is available continuously through a secure website maintained by the Plan's third party service provider.

To access that information, log on to your participant website. Once you are logged in, your most recent benefit statement can be viewed. If you provide a valid email address, you will be notified by email each time a new benefit statement has been posted to the website.

If you would prefer to receive a paper copy of your benefit statement, please contact the Participant Service Center. The paper copy will be provided to you free of charge.

STEELE
Capital Management

Participant Service Representatives
(800) 716-3742.

