FISCHER HOMES 401(K) PROFIT PLUS PLAN AND TRUST

SUMMARY PLAN DESCRIPTION

February 2025

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Pension Corporation of America

FISCHER HOMES 401(K) PROFIT PLUS PLAN AND TRUST

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INTRODUCTION

Fischer Management, LLC (the "Company") established the Fischer Homes 401(k) Profit Plus Plan and Trust (the "Plan") effective April 27, 1981. The Plan was restated effective September 01, 2021. This Summary Plan Description describes the Plan as amended effective February 01, 2025. This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The following special effective dates apply to some features of the Plan: Roth contributions were added effective July 1, 2015.

ELIGIBILITY

Eligible Employee

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

- For purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions, any employee who is a non-resident alien who received no earned income which constitutes income from services performed within the United States.

- For purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions, the term "Eligible Employee" will not include: co-ops.

Elective Deferral Contributions and Employer Matching Contributions

You will become eligible to make Elective Deferral Contributions and receive Employer Matching Contributions on the date you first perform an Hour of Service as an Eligible Employee.

Non-Elective Contributions

You will become a Participant with respect to Non-Elective Contributions on the first day of each plan quarter coincident with or next following the date you attain age 21 and you complete one (1) Year of Eligibility Service, provided that you are an Eligible Employee on that date.

Computing Service

With respect to eligibility to receive Non-Elective Contributions, "Year of Eligibility Service" means an Eligibility Computation Period during which you complete at least 1,000 hours of service.

"Eligibility Computation Period" means a consecutive 12-month period beginning with your first day of employment. Any succeeding Eligibility Computation Period will then switch to the Plan Year, beginning with the Plan Year that includes your first anniversary of employment. You will generally earn an hour of service for each hour you are paid for the performance of duties for the Company (however, numerous exceptions and special rules apply).

All eligibility service with the Company is taken into account.

Years of service will be treated as service with the Company for eligibility purposes for the following Employer(s) subject to any listed limitations: Centex Homes employees hired as of January 8, 2008, Dogwood Homes of Kentucky, LLC employees hired as of January 1, 2018, and Inverness Group, Incorporated, Inverness Corporate Services, LLC, I H of KY, Incorporated employees hired as of January 1, 2020, Payne Family Homes employees hired as of May 1, 2021 for purposes of all Plan contributions, and Samuel Taylor Homes, LLC employees hired as of December 19, 2023 for purposes of all Plan contributions.

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

CONTRIBUTIONS

Account

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

Elective Deferral Contributions

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferral Contributions. You may elect to defer up to 100% of your Plan Compensation on a pre-tax basis. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferral Contributions during any calendar year ($23,500 in 2025). However, if you are age 50 or over, you may defer an additional amount, called a "Catch-up Contribution", of up to $7,500 (in 2025). These dollar limits are indexed; therefore, they may increase each year for cost-of-living adjustments. The Internal Revenue Code may further restrict Elective Deferral Contribution elections by "highly compensated" Participants.

You may elect to start, increase, reduce or totally suspend your elections to contribute to the Plan effective as of each pay period.

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

Automatic Contributions

If you are an Eligible Employee you will automatically be enrolled in the Plan, deferrals will be taken from your first pay check, at a pre-tax Elective Deferral Contribution rate of 5% of Plan Compensation. At the beginning of each new plan year, eligible employees that have a pre-tax elective deferral contribution rate below 5% will be increased to 5%.

If you have been automatically enrolled in the Plan, but did not wish to make Elective Deferral Contributions, you may elect anytime during the 90-day period that starts on the date of your first deduction to withdraw the Elective Deferral Contributions made automatically on your behalf. Elective Deferral Contribution refunds requested that meet the deadline will not be subject to special tax withholding penalties, but will be subject to applicable federal, state, and local taxes. You will receive an tax reporting form from Charles Schwab to file with your income taxes at the end of the year. Elective Deferral Contributions may have earned or lost money during the period they were invested. If so, the refund will reflect any money that was earned or lost during the period your Elective Deferral Contributions were invested. If you elect to withdraw automatic contributions, you will be treated as electing to not contribute to the Plan. However, you can at any time later choose to make Elective Deferral Contributions by submitting a contribution form. In addition, you will lose any Employer Matching Contributions made with regard to the Elective Deferral Contributions that you withdraw.

Roth Contributions

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

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

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

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

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

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

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

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

Employer Matching Contributions

The Company may, in its sole discretion, make a matching contribution on your behalf if you make a "Matched Employee Contribution". A "Matched Employee Contribution" is any Elective Deferral Contribution or Catch-up Contribution that you may make during the Plan Year. If you make a "Matched Employee Contribution" the Company may contribute to your Employer Matching Contribution Account in an amount and allocation formula as determined by the Company in its sole discretion.

The Internal Revenue Code may also further restrict Employer Matching Contributions for highly compensated employees.

Non-Elective Contributions

The Company may, in its sole discretion, make a Non-Elective Contribution to the Plan on your behalf. You will be eligible to receive an allocation if you have completed at least 1,000 hours of service during the Applicable Period and are employed by the Company on the last day of the Applicable Period. For purposes of this section, the Applicable Period for determining satisfaction of service requirements for an allocation of Non-Elective Contributions will be each Plan Year. Non-Elective Contributions will be allocated to the Non-Elective Contribution Accounts of each Participant eligible to share in such allocations after the end of the Plan Year. Such contributions will be allocated to the Non-Elective Contribution Account of each Participant eligible in the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.

Please note, if you are an Eligible Employee and terminate employment with the Company due to death, disability or attainment of Normal Retirement Date you will be eligible to receive a Non-Elective Contribution regardless of whether you meet any service requirement and/or last day requirement described in this section.

Please note, if you terminate on the last day of the Applicable Period, you will be treated as being employed for purposes of determining whether you have met the last day requirement described in this section.

Qualified Non-Elective Contributions

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

Rollover Contributions

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

Military Service Contributions

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

Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount ($70,000 in 2025). This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments. In addition, contributions cannot exceed 100% of your total Plan Compensation.

COMPENSATION

Plan Compensation

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

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

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

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

- For purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions, Plan Compensation will include any amount you elect to defer on a tax-preferred basis to any Company benefit plan.

- For purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions, Plan Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.

- For purposes of Elective Deferral Contributions, Plan Compensation will exclude Partners in Performance bonus.

- For purposes of Employer Matching Contributions and Non-Elective Contributions, Plan Compensation will exclude compensation in excess of $90,000 earned while a sales counselor and Partners in Performance bonus.

No more than $350,000 (in 2025) of Plan Compensation may be taken into account in determining your benefits under the Plan. This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments.

VESTING

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

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

Employer Matching Contribution Account and Non-Elective Contribution Account

Your interest in your Employer Matching Contribution Account and Non-Elective Contribution Account will vest based on your Years of Vesting Service (defined below) in accordance with the following schedule:

Years of Vesting Service	Vesting Percentage

Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%

However, if the Company must make a matching contribution to your Account in order to satisfy certain nondiscrimination tests required by the Internal Revenue Code, you will be 100% vested in those matching contributions.

Special Vesting Rules

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

Forfeitures

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

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

Reemployment. If you receive or are deemed to have received a distribution and later return to employment, any forfeited amounts will be restored to your account if you repay the full amount of the distribution attributable to employer contributions. This repayment must be made before the earlier of five (5) years after the first date on which you are subsequently reemployed, or the date you incur five (5) consecutive One-Year Breaks in Service following the date of the distribution.

Year of Vesting Service

"Year of Vesting Service" means a vesting computation period during which you complete 1,000 hours of service during the Plan Year.

All of your Years of Vesting Service with the Company are counted except:

- Years of Vesting Service before you reach age eighteen (18).

Service with Centex Homes employees hired as of January 8, 2008, Dogwood Homes of Kentucky, LLC employees hired as of January 1, 2018, and Inverness Group, Incorporated, Inverness Corporate Services, LLC, I H of KY, Incorporated employees hired as of January 1, 2020, Payne Family Homes employees hired as of May 1, 2021 for purposes of all Plan contributions, and Samuel Taylor Homes, LLC employees hired as of December 19, 2023 for purposes of all Plan contributions will be treated as service with the Company for vesting purposes.

The vesting computation period is the Plan Year.

DISTRIBUTIONS

Commencement of Distributions

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

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

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

Normal Retirement Age and Normal Retirement Date

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

Your Normal Retirement Date is the first day of the calendar month coincident with or next following your attainment of Normal Retirement Age.

Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death your Account will be distributed in a lump sum payment. This is your normal form of payment. Furthermore, a partial or installment distribution may be permitted if needed to satisfy the required minimum distribution rules. Payment of your vested Account may start as soon as administratively feasible with a final payment made consisting of any allocations occurring after your termination of employment. Your Account is payable in cash.

Distribution on Account of Death. If you die before distribution of your Account begins, distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death unless an election is made by your beneficiary to receive distributions in accordance with 1. and 2. below:

(1) Distributions may be made over the life or over a period certain not greater than the life expectancy of the beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which you die;

(2) If the beneficiary is your surviving spouse, the date distributions are required to begin in accordance with item 1. above will not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which you die, or (B) December 31 of the calendar year in which you would have attained age 70-1/2 (for Participants born before July 1, 1949) or age 72 (for Participants born after June 30, 1949).

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

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, your beneficiary may elect to receive your remaining vested Account balance in a lump sum distribution.

Force-Out

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

If the vested amount of your Account exceeds $5,000, you must consent to any distribution of your Account. However, the Plan Administrator will commence distribution of your vested Account balance without your consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 72 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

Beneficiary

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

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

A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant from the spouse.

IN-SERVICE DISTRIBUTIONS AND LOANS

In-Service Distributions upon Normal Retirement Date

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

Hardship Distributions

General Rule. You may receive a distribution on account of hardship from the following Accounts but only if you are fully vested in such Account.

- Elective Deferral Account, including earnings of your Elective Deferral Account.
- Rollover Contribution Account.

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

Please note, the following limitations apply to hardship distributions: The minimum amount of a hardship withdrawal is $1,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

Attainment of Age 59.5

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

Withdrawals at Any Time

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

Deemed Severance Distributions

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

Qualified Birth or Adoption Distribution

Effective November 12, 2020, you may receive an in-service distribution on account of a "qualified birth or adoption distributions" from the vested portion of your account. The following criteria must be satisfied:

(1) Amount cannot exceed $5,000 per child.

(2) Distribution must be made during the 1-year period beginning on the date your child(ren) is born or when the legal adoption of an eligible adoptee is finalized.

(3) An "eligible adoptee" is any individual (other than child of the Participant's spouse) who has not attained 18 or is physically or mentally incapable of self support.

Rules Regarding In-Service Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the valuation date as of which such withdrawal is made. Only Employees are eligible to receive in-service distributions.

Loans

The Plan Administrator, in its discretion, may permit Participants to apply for a loan from the Plan. The Plan Administrator may further adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans. Please contact the Plan Administrator for a copy of the Loan Procedures for more information regarding taking a loan from the Plan.

INVESTMENTS

Participant Self-Direction

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

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

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

Voting Rights

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

Valuation Dates

Accounts are valued each business day.

SPECIAL TOP-HEAVY RULES

Minimum Allocations

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

The minimum benefits paid under this section will vest in the same manner as any Non-Elective Contributions.

CLAIMS PROCEDURES

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

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

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

(1) The reason or reasons for such denial,

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

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

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

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

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

(1) The reason or reasons for such denial,

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

(3) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and

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

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

Claims Procedures

The Plan has a contractual statute of limitations as follows: three years from the date of filing a Claim with the Plan Administrator.

YOUR RIGHTS UNDER ERISA

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

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

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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

MISCELLANEOUS

Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

Disability

Under this Plan, you are disabled if you suffer from a physical or mental impairment that results in the inability to engage in any occupation comparable to that in which you were engaged at the time of your disability. The permanence and degree of your impairment must be supported by medical evidence.

Assignment and Alienation of Benefits

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

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

(1) Pursuant to the terms of a QDRO;

(2) To comply with any federal tax levy; or

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

Amendment and Termination

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

Fees

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process loans, Plan distributions and QDROs. For specific information regarding the fees that are charged by the Plan, please contact the Plan Administrator.

Insurance

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

Administrator Discretion

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

Plan Not a Contract of Employment

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

Waiver

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

Errors

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

ADMINISTRATIVE INFORMATION

(1) The Plan Sponsor and Plan Administrator is Fischer Management, LLC.

Address: 3940 Olympic Blvd Ste 400, Erlanger, KY 41018
Phone number: 859-341-4709
Employer Identification Number: 61-0990213

(2) The Plan is a 401(k) profit-sharing plan. The Plan number is 001.

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

(4) The Plan's assets are held in a trust created under the terms of the Plan. The Trustee is Charles Schwab Trust Bank. Its principal place of business is 2360 Corporate Circle, Suite 400 Henderson, NV 89074.

(5) The Company's fiscal year and the Plan Year end on December 31.

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

CUSTOM LANGUAGE ADDENDUM

Custom Language:

ERISA 404(c) compliance effective for the plan year beginning January 1, 2016.

Compensation exclusion revision effective January 1, 2016.

Matching Contribution and Profit Sharing entry date amendment from semi-annual to the first day of each Plan Year quarter effective January 1, 2016.