



Ditta Enterprises Inc.

**SUMMARY PLAN DESCRIPTION
FOR
DITTA ENTERPRISES, INC. 401(K) PLAN**

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INTRODUCTION

Effective January 1, 2025, Ditta Enterprises, Inc. established the Ditta Enterprises, Inc. 401(k) Plan for the exclusive benefit of all eligible employees and their beneficiaries with the intention to provide a measure of retirement security for your future.

This Summary Plan Description reflects the plan options as of January 1, 2025.

This Summary Plan Description is a brief description of your plan and your rights and benefits under the plan and is not intended to cover every plan provision. This Summary Plan Description is not meant to interpret or change the provisions of your plan. A copy of your plan is on file at your employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). If you have any questions regarding either your plan or this Summary Plan Description, you should ask your plan administrator. If any discrepancies exist between this Summary Plan Description and the actual provisions of the plan, the plan shall govern.

There are several new laws that may apply to you as a participant in this plan. Even though some provisions may be effective currently, the IRS has delayed the date by which the plan must be amended (and the SPD updated) to reflect these provisions because they intend to issue guidance. Certain information in this SPD may be impacted by these new laws. The SPD will be updated once the IRS finalizes the rules, in the meantime, the plan administrator will let you know if any of these new rules affect your participation and benefits under the plan.

GENERAL INFORMATION

Plan Name:	Ditta Enterprises, Inc. 401(k) Plan
Employer:	Ditta Enterprises, Inc. 3620 Stadium Blvd. Jonesboro, AR 72404 (870) 972-0200
Employer Tax ID:	71-0635027
Three Digit Plan Number:	001
Type of Plan:	Cash or Deferred Profit Sharing Plan
Administration Type:	Self-Administered

Plan Administrator: Ditta Enterprises, Inc.
3620 Stadium Blvd.
Jonesboro, AR 72404
(870) 972-0200

Plan Administrator ID Number: 71-0635027

Legal Agent: Ditta Enterprises, Inc.
3620 Stadium Blvd.
Jonesboro, AR 72404
(870) 972-0200

Service of legal process may also be made upon a plan trustee or the plan administrator as listed herein.

Trustees: Anthony Ditta
POB 2265
Jonesboro, AR 72402
(870) 972-0200

Anna Ditta
POB 2265
Jonesboro, AR 72402
(870) 972-0200

Funding Arrangement: Trust and Insurance

Plan Year: January 1st to December 31st

Limitation Year: January 1st to December 31st

Anniversary Date: December 31st

Valuation Date: The last day of the plan year for pooled accounts and daily valuation for individual investment accounts
Daily

PARTICIPATION IN YOUR PLAN

In order to take advantage of the opportunities provided by your plan you must participate in the plan. There may be certain restrictions to your eligibility and participation. The following is information about how you can participate in the plan.

What types of contributions are available in the plan?

The following contribution types are available in the plan:

1. Pre-Tax Elective Deferral: This type of contribution is also known as a 401(k) contribution, a salary deferral contribution, or an elective deferral contribution.

2. Roth Elective Deferral: This type of contribution is an after-tax elective deferral.
3. Safe Harbor Contribution: The employer may make a required contribution to the plan. Depending on your plan each year you may receive a notice regarding the safe harbor contribution.

Who may participate?

As an employee of Ditta Enterprises, Inc., you may participate in the plan once you have met the eligibility requirements.

Who is considered an employee?

An employee is an individual who performs services for the employer as a common law employee, a self-employed individual who is treated as an employee, or a leased employee.

What are the eligibility requirements to become a participant in the plan?

There may be different eligibility and entry date requirements for each contribution type under the plan. Meeting all the eligibility requirements for one contribution type does not automatically make you eligible for other contributions under the plan. You may begin participating under the plan once you have satisfied the eligibility requirements and reached your entry date. The following describes the eligibility requirements and entry dates that apply. You should contact the plan administrator if you have questions about the timing of your plan participation.

All Contribution Sources:**Excluded Employees:**

The following individuals are not eligible for participation in the plan:

1. Union employees
2. Non-resident aliens
3. Leased employees

Eligibility Age Conditions:

You must attain age 21 to be eligible to receive contributions under the plan. However, you will not actually participate for purposes of receiving a contribution until you have reached the entry date as described below.

Eligibility Service Conditions:

You must complete 6 months of eligibility service with 83 hours of eligibility service in each month to receive contributions under the plan. However, you will not actually participate for purposes of receiving a contribution until you have reached the entry date as described below.

If you are an eligible employee you will have met the service requirement at the end of the eligibility computation period in which the hours of service requirement was met. However, you will not become a plan participant until you have reached the entry date as described below.

Entry Date:

For the purpose of receiving a contribution, your entry date will be semi-annually starting on the January 1st or the same day of the month occurring in each successive 6-month period, coincident with or next following the date you satisfy the eligibility requirements.

What compensation will be used for my contributions in the plan?

Compensation is defined as your total compensation that is subject to income tax and paid to you by the employer. Amounts paid to you after you terminate employment may or may not be included as

compensation used to calculate your contributions as described below. If you are a self-employed individual, your compensation will be equal to your earned income from the employer. The following describes the adjustments to compensation that may apply for the contribution types permitted under the plan.

All Contribution Sources:

Compensation used to calculate your contributions for all sources under the plan will be determined as follows:

- * be based on W-2 wages.
- * exclude compensation due to cafeteria plan deferrals under section 125, and transportation compensation (section 132(f)(4)), and
- * exclude taxable employee benefits.
- * include compensation for your first year of participation from your entry date as a participant.

Is there a limit on compensation for plan purposes?

The IRS limits the amount of compensation that may be taken into account for each participant for each plan year. For 2024, that limit is \$345,000. For future years, the limit is subject to cost-of-living increases as published by the IRS.

Does plan compensation include monies paid to me during an absence or after my employment ends?

Usually, only the amounts paid to you while you are an employee are considered plan compensation. However, the plan may consider certain types of pay as plan compensation, though paid during an absence or after you leave employment.

How is service determined?

Eligibility Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave.

Vesting Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave. You cannot earn more than one year of vesting service during a plan year.

What is a year of service?

Eligibility Purposes:

You will earn a year of service for eligibility purposes if you are credited with 1000 hours. The first eligibility computation period is the 12-month period ending on the first anniversary of your employment commencement date. Subsequent eligibility computation periods will switch to plan years beginning with the first plan year commencing prior to the first anniversary of your employment commencement date.

Vesting Service Purposes:

You will earn a year of service for vesting service purposes if you are credited with 1000 hours in the vesting service computation period. The vesting service computation period will be the plan year.

Are any other employees eligible to participate in the Plan?

Yes, if you are classified as a long-term part-time employee, you will be eligible to make elective deferral

contributions to the plan even if you have not met the plan's otherwise applicable service requirements. You are classified as a long-term part-time employee if you complete at least 3 consecutive eligibility computation periods beginning after December 31, 2020 in which you are credited with at least 500 hours of service.

There may be other conditions applied to your participation as a long-term part-time employee, if applicable, they will be explained to you by the plan administrator.

What is a break in service for eligibility purposes?

When you fail to complete more than 500 hours during the eligibility computation period, you incur a break in service. However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work 500 hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

What is a break in service for vesting purposes?

When you fail to complete more than 500 hours during the plan year, you incur a break in service. If you have incurred a break in service, your vesting percentage will not increase for the period in which the break occurs.

However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work that number of hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

CONTRIBUTIONS

As a plan participant, you can contribute your pay on a tax-deferred basis (that is, before federal income taxes are deducted) or on an after-tax basis (that is, after federal income taxes are deducted). Your employer may also make contributions to the plan.

Your Contributions to the Plan:

When you enroll in the plan, you may make your salary deferrals on a pre-tax basis, an after-tax basis or a combination of the two. You will also select the percentage or dollar amount of your pay to be deducted as a pre-tax or an after-tax salary deferral. Your employer will deduct the amount you've elected from your paycheck in accordance with procedures established by your employer.

What are pre-tax salary deferrals?

Pre-tax salary deferrals are deducted from your pay before federal income taxes are calculated. This reduces your taxable income by the amount you have elected to save under the plan. Since your taxable income is reduced, you pay less in current federal income taxes. This money is accumulated on a tax deferred basis until it is distributed from the plan. You should consult your plan administrator or tax advisor regarding treatment of salary deferrals for purposes of state and local taxes. See "Distributions" for additional information on tax consequences when you withdraw your money from the plan.

What are Roth salary deferrals?

All employees who are eligible to make pre-tax salary deferrals can also make after-tax salary deferrals. These contributions are also known as Roth deferral contributions. This means that you will be taxed on the money when it is withheld from your paycheck. You can choose to contribute salary deferrals as either Roth deferrals, or pre-tax deferrals. There are certain withdrawal restrictions for Roth deferral contributions. See "What are the distribution rules for Roth deferrals?" in the distribution section of this SPD.

Are there limits to how much I can contribute?

The IRS limits the maximum amounts that can be contributed on a pre-tax or after-tax salary deferral basis. For 2024, that limit is \$23,000. For future tax years, the limit is subject to cost-of-living increases as published by the IRS. If you are age 50 or older, you may be able to contribute in excess of this limit. See "What are catch-up contributions?" below.

What are catch-up contributions?

All employees who are eligible to make salary deferrals under this plan and who are age 50 or older before the close of a plan year, are eligible to make catch-up contributions. The catch-up contributions are in addition to the regular salary deferrals mentioned above. The IRS limits the amount that can be contributed as a catch-up contribution. For the 2024 tax year, that limit is \$7,500. For future tax years, the limit is subject to cost-of-living increases as published by the IRS.

What is an automatic contribution?

Your plan has an automatic contribution feature. These provisions apply to you if you do not have a deferral election on file.

If the arrangement applies to you, your compensation will be reduced by 6% which will be contributed to the plan as a salary deferral.

When can I expect my salary deferrals to be deposited?

Salary deferrals are deposited in the trust as soon as reasonably possible, following guidelines issued by the Department of Labor.

When can I change my salary deferral election?

You may make an election, or change an election at any time.

You may revoke your salary deferral election at any time.

What happens if I am contributing salary deferrals to another plan sponsored by a different employer?

The overall limit on salary deferrals described above applies collectively to all plans in which you are a participant. If you participate in two or more plans (which include 401(k), Simplified Employee Pensions and 403(b) plans), that are sponsored by different employers, your total salary deferrals could exceed IRS limits for the year. Excess deferrals must be returned by the April 15th following the year in which the amount is deferred. If they are not, an excise tax applies. Your employer is not responsible for tracking the salary deferrals made to plans sponsored by other employers. Therefore, in order to assure that the refund of excess deferrals is timely, you should designate which plan will refund excess deferrals.

If you elect to have this plan return any excess, you should notify the plan administrator so that the excess can be returned to you, along with any earnings, before April 15th following the year in which the deferrals were withheld.

Does the plan accept rollovers?

Direct Rollover contributions are permitted from all employees who do not fall into an excluded class of employees.

In addition to pre-tax assets, rollover contributions will be permitted from the following:

1. Roth deferral accounts

Your Employer Contributions to the Plan:

In addition to your salary deferrals, your employer may make other types of contributions to the plan, such as a safe harbor contribution.

When is a plan top heavy?

The plan becomes top heavy if more than 60% of the account balances are attributable to "key employees". Key employees are certain highly compensated officers or owner/shareholders.

Each year, the plan administrator will make a top heavy determination.

How will the plan operate in top heavy years?

If your plan is top heavy, certain participants must receive a top heavy minimum allocation. The amount of the contribution is based on the total allocation to key employees for the plan year and may be zero.

This top heavy contribution is based on the amount of contribution that the key employees receive and may be zero.

What is a safe harbor contribution?

This 401(k) plan takes advantage of certain rules that provide alternative methods to pass the non-discrimination tests required of 401(k) plans. Under these rules, your employer has elected to provide a contribution to all employees eligible to make salary deferrals.

How is the safe harbor contribution determined?

The safe harbor contribution will be a match of 100% of your salary deferrals that do not exceed 1% of your compensation plus 50% of your salary deferrals that exceed 1% of your compensation but do not exceed 6% of your compensation.

The safe harbor contribution is allocated to your account as of the last day of each pay period.

Does the plan allow in-plan Roth rollovers?

The plan does not permit in-plan Roth rollovers.

VESTING

Vesting is the non-forfeitable balance of your employer contribution account(s) that you will be entitled to receive after your employment with the employer ends. If you terminate employment before you meet the requirements for retirement, the distribution from your employer contribution account(s) will be limited to the vested portion. Your vesting percentage grows with your years of vesting service.

Is any of my service excluded for vesting purposes?

No, all years of service with your employer except those excluded due to a break in service will be included in determining your vested account balance.

How is my vested percentage calculated?

If you leave employment due to termination, you are entitled to a percentage of your employer contribution accounts along with earnings, based on the following schedules:

Employer Top-heavy Contributions:

Vesting Schedule

<u>Years of Vesting Service</u>	<u>Percent Vested</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

Employer QACA ADP Safe Harbor Contributions:

You will be 100% vested after 2 years of vesting service.

What vesting schedule applies to my other accounts?

The following accounts will be 100% vested and nonforfeitable at all times:

1. Salary Deferrals (including catch-up contributions and Roth contributions)
2. Rollovers

Does my vested percentage change for any reason?

You will become 100% vested in all of your accounts if you are still employed when you die, become disabled, or partial plan termination.

Additionally, you will become 100% vested in all of your accounts when you reach your normal retirement age.

What happens if I terminate employment before I am fully vested?

The non-vested portion of your account will be forfeited and used to offset employer contributions at the plan administrator's discretion in a nondiscriminatory and uniform manner.

The non-vested portion of your account that is forfeited may also be used to offset plan expenses or restore forfeited account balances of rehired employees.

The forfeiture takes place as of the end of the plan year in which you receive the final (complete) distribution of your distributable benefit or the end of the plan year of your 5th consecutive break in service. If you elect to receive less than your entire vested account balances from employer contributions, the

portion forfeited will be prorated based on the portion of your total account balance distributed.

What happens to my forfeited amounts if I am rehired into a position covered by the plan?

If you were not vested (that is, 0% vested), when you severed employment, and you rejoin the plan before incurring a 5-year break in service, the amounts you forfeited will be restored as of your rehire date.

If you were partially vested (more than 0% but less than 100%), and received a distribution of your vested amounts, the forfeited amount may be restored. However, to restore the forfeiture, you must repay the full amount of your distribution of employer contributions by five (5) years after your rehire date, or if earlier, the date you incur a 5-year break following the date of the distribution.

If you are entitled to a restoration of your account balance that was forfeited, the plan will first use any forfeitures arising in the year of restoration. If that amount is not enough, the employer will make an additional contribution specifically allocated to your account.

If I am rehired into a position covered by the plan, how is my vesting service calculated?

If you were fully (100%) vested at the time your employment ended, you will resume participation and be 100% vested immediately, on your rehire date. This means that the vesting service you earned prior to severing employment (pre-break) will be added to the vesting service you earn after reemployment (post-break).

If you were not fully vested when your employment ended, your pre-break vesting service will be added to your post-break service, when you resume participation in the plan. Thus, your total years of vesting service are counted toward vesting in your employer account credited after your reemployment, and the employer account remaining in the plan from your prior period of employment, if any.

INVESTMENT ACCOUNTS

The money you deposit, if any and any employer contributions are held in a trust, and placed into investment accounts, which are credited with gains and losses at each valuation date.

Separate accounts are set up for each different type of money, for example: 401(k) deposits, matching, discretionary, rollover, employer contributions (if any) and qualified non-elective contributions because there are different plan and IRS rules for each type of contribution.

What is the value of my account?

The value of each of your accounts is established as of the valuation date under your plan. The valuation date is the last day of the plan year for pooled accounts and daily valuation for individual investment accounts.

As of the valuation date:

1. contributions may be added to your accounts (see "Contributions");
2. distributions you have received since the prior valuation date will be subtracted from your accounts;
3. plan expenses may be subtracted from your accounts; and
4. interest and/or dividends, if any, will be added to your accounts.

Also, current market values will be reflected in your accounts as of the valuation date. Depending on stock

and/or bond market conditions, the value of your accounts may increase or decrease from one valuation date to the next.

How are my accounts invested?

You may direct the investment of all of your accounts.

It is intended that your plan meet the requirements of ERISA section 404(c) by providing you with sufficient information for you to make informed investment choices. This information will be provided by the financial institutions managing the investment options. This means that you exercise control over the investments in your plan account, and you can modify those investment choices as your needs change or as you otherwise see fit. This allows you to invest in the way that best meets your personal goals. Therefore, the plan fiduciaries may be relieved of liability for losses that your account may experience as a result of your investment elections.

Please note that the trustee is considered the owner of all the assets held in the trust. The trustee, as owner of the securities and other trust property, has the exclusive right to vote the stock in the trust and exercise any other rights of ownership. As a plan participant, you merely have a beneficial interest in the trust and may not exercise the rights of ownership, as can the trustee.

Does my plan offer life insurance as an investment?

No. Life insurance policies are not available as a plan investment.

May I take a loan from my accounts?

Your plan does not permit loans.

Where can I learn about the plan expenses?

Reasonable administrative expenses of the plan and trust may be paid by the plan to the extent not paid by the employer. For more information on plan expenses, refer to your copy of the plan's expense policy, provided by the plan administrator.

DISTRIBUTIONS

Does the plan allow for hardship distributions?

Hardship distributions are not permitted from rollover contributions, if applicable.

The primary purpose of the plan is to provide benefits to you upon your retirement; however, your plan permits you to request a hardship distribution. A hardship distribution may not exceed the amount of your need. However, the amount required to satisfy the financial need may include amounts necessary to pay any taxes or penalties that may result from the distribution.

The hardship distribution cannot exceed the amount necessary to meet your financial hardship. You must certify (in writing) that you cannot meet your financial need using cash or other sources of liquid assets you already have access to. The plan administrator may request proof that the amount requested does not exceed the financial hardship, including evidence that you have received all other available distributions from this and other plans (including those of other employers).

Safe Harbor Determination:

You may request a hardship distribution while employed for one of the following reasons:

1. Medical Care - Expenses for or necessary to obtain medical care for yourself, your spouse, dependents, or named primary beneficiaries.
2. Principal Residence - Costs directly related to the purchase of your principal residence (not including mortgage payments).
3. Eviction and/or Foreclosure - Payment to prevent eviction from your principal residence and/or foreclosure on the mortgage of your principal residence.
4. Tuition - Payment of tuition for the next 12 months of post secondary school education for yourself, your spouse, dependents, or named primary beneficiaries.
5. Funeral Expenses - Payments for burial or funeral expenses for your parents, spouse, children, dependents, or named primary beneficiaries.
6. Principal Residence Repair - Expenses for repair of damage to your principal residence that qualify for the casualty deduction (as defined in IRC 165, determined without regard to whether the loss exceeds 10% of adjusted gross income).
7. Federal Disaster Area - Expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency (FEMA) provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

You may request a hardship distribution from your pre-tax elective deferrals (including earnings), or Roth elective deferrals. The determination will be based on the safe harbor determination described above.

Limitations:

Hardship distributions from your pre-tax elective deferrals (including earnings), and Roth elective deferrals will be limited as follows:

- Each hardship distribution must be at least \$1,000 or 100% of your account balance available for hardship distributions, if less.

Does the plan allow for in-service distributions?

An in-service distribution is one that you receive while you are still employed by the employer. The primary purpose of the plan is to provide benefits to you upon your retirement; however, your plan permits you to request an in-service distribution.

You may request an in-service distribution of all or a portion of all of your accounts if you have attained age 59½.

You may request an in-service distribution of all or part of your rollover account at any time.

What are the distribution rules for Roth deferrals?

There are certain restrictions that apply to receiving a distribution from your Roth deferral account. If any deferral contribution designated as a Roth deferral is withdrawn prior to the five (5) taxable year period beginning with the taxable year in which the Roth account is first established or prior to age 59-1/2 your distribution will consist of a pro-rata share of Roth earnings and Roth deferral. The earnings will be included in your gross income. To avoid a tax on the earnings of Roth deferral accumulated amounts, the withdrawal must be made after the fifth taxable year that your Roth account is first established and after age 59-1/2 or on account of your death or disability.

What is my normal retirement age?

You will reach the plan's normal retirement age when you reach the later of age 65 or the fifth anniversary of your participation in the plan.

Your normal retirement date is the actual date normal retirement age is attained.

When will I receive my normal retirement benefits?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following the date of your retirement, based on the preceding valuation date.

Payment of your benefits from your salary deferral account and rollover account will begin as soon as practicable following the date of your retirement, based on the preceding valuation date.

When will my beneficiary receive my benefits if I die?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following the date of your death, based on the preceding valuation date.

Payment of your benefits from your salary deferral account and rollover account will begin as soon as practicable following the date of your death, based on the preceding valuation date.

When will I receive my benefits upon termination?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following your distribution determination date.

Your distribution determination date is your date of termination.

Payment of your benefits from your salary deferral account and rollover account will begin as soon as practicable following your distribution determination date.

Your distribution determination date is your date of termination.

Does the plan have disability benefits?

You will be considered disabled if the Social Security Administration has determined that you are eligible to receive Social Security disability benefits.

You become entitled to a distribution due to disability as of your actual date of disability, as determined by the plan administrator.

If it is determined you are entitled to a distribution due to disability, payment of your benefits will begin as soon as practicable following such determination based on your account value on the preceding valuation date.

How might divorce or a Qualified Domestic Relations Order affect my benefits?

Because your spouse has certain rights under your plan, you should immediately inform the plan administrator of any changes in your marital status.

In general, contributions made by you or your employer to this plan are not subject to alienation. This means they cannot be sold, used as collateral for a loan, given away or otherwise transferred. They are not subject to the claims of your creditors. However, they may be subject to claims under a Qualified Domestic Relations Order (QDRO).

A Domestic Relations Order is a court-issued decree or an order that allocates all or any portion of your

plan benefits to your (former) spouse, your child, or other dependent. It is the plan administrator's responsibility to determine if a Domestic Relations Order is qualified (is a QDRO), as defined by law.

Distributions pursuant to a Qualified Domestic Relations Order are permitted on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order, even if you are employed and have not attained the "earliest possible retirement age" (as defined below).

For QDRO purposes, the "earliest possible retirement age" means the earlier of these two dates:

1. the date you are entitled to a distribution; or
2. the later of:
 - A. the date you reach age 50; or
 - B. the earliest date you could begin receiving benefits under the plan if you separated from service.

Participants and beneficiaries can obtain, from the plan administrator, without charge, a copy of the plan's procedures governing Qualified Domestic Relations Orders.

How will I receive my distribution?

You may elect a lump sum distribution.

Will the plan automatically distribute any of my benefits?

The plan will make a mandatory distribution if your vested account balance is \$5,000 or less. The distribution will be made as soon as administratively feasible. Any account balance that is from a rollover that you have transferred into the plan will be taken into account in the determination of your total vested account balance for purposes of the mandatory distribution threshold.

If you do not provide payment instructions, the plan will automatically roll your distribution over to an IRA. Any account balance that is from a rollover that you have transferred into the plan will be taken into account in the determination of your total account balance for purposes of the automatic rollover threshold. The plan administrator will notify you if the automatic rollover provisions apply to your distribution. After receiving this notice, you will have an opportunity to decide whether you wish to receive your distribution directly in cash or roll it into an eligible retirement plan or IRA.

The automatic rollover will be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity.

What is a required minimum distribution?

Under certain circumstances, the law requires that your distributions begin no later than April 1 of the year following the date you reach age 70-1/2 (the date six months after your 70th birthday) if you are a greater than 5% owner born before July 1, 1949. If you are not a greater than 5% owner, these distributions will be delayed until you retire. If you were born after June 30, 1949, age 70-1/2 is replaced with age 72 where it appears above. Your plan administrator will contact you if you are affected by this requirement.

How will my distributions be taxed?

The benefits you receive from the plan will be subject to ordinary income tax in the year in which you receive the payment, unless you defer taxation by a "rollover" of your distribution into another qualified plan or an IRA.

Also, in certain situations, your tax may be reduced by special tax treatment such as "10-year forward averaging."

VERY IMPORTANT NOTE: Under most circumstances, if you receive a distribution from this plan, twenty percent (20%) of your distribution will be withheld for federal income tax purposes, unless you instruct the trustees of this plan to transfer your distribution **DIRECTLY** into another qualified plan or an IRA. You must give these instructions to the trustees no more than 180 days before the date you receive the payment. Also, the trustees must wait at least 30 days after receiving your instructions before making the payment, to allow you time to change your decision, unless you waive the waiting period in writing.

In addition to ordinary income tax, you may be subject to a 10% tax penalty if you receive a "premature" distribution. If you receive a distribution upon terminating employment before age 55 and you don't receive the payment as a life annuity, you will be subject to the 10% penalty unless you roll over your payment. But, there is no penalty for payments due to your death or disability.

As the rules concerning "rollovers" and the taxation of benefits are complex, please consult your tax advisor before making a withdrawal or requesting a distribution from the plan. As required by law, the plan administrator will provide you with a brief explanation of the rules concerning "rollovers."

Who may I name as my beneficiary?

The plan requires that your spouse be your primary beneficiary and receive 100% of your account balance on your death (see vesting section). You may name someone other than your spouse as your primary beneficiary only if your spouse gives written consent to your choice of beneficiary. A notary public or plan representative must witness your spouse's signature on the consent form. You have a right to designate your primary and contingent beneficiary or beneficiaries at any time by completing a beneficiary form that is provided to you or is acceptable to the plan administrator.

It is important that you keep your designation of beneficiary up-to-date. If you fail to designate a beneficiary, or if your beneficiary designation is not valid, or if all of your beneficiaries fail to survive you, then your benefits will be paid to your surviving spouse, or if none, to your surviving children in equal shares, or if none, to your other heirs or your estate, as the plan administrator selects. If you get divorced, your ex-spouse will be treated as having predeceased you and your benefits will be paid to your contingent beneficiary unless you make a post-divorce designation naming your ex-spouse as a beneficiary.

OTHER IMPORTANT INFORMATION

Are my benefits protected?

Except for the requirements of a Qualified Domestic Relations Order, your plan benefits are not subject to claims, indebtedness, execution, garnishment or other similar legal or equitable process. Also, you cannot voluntarily (or involuntarily) assign your benefits under this plan.

Can the plan be amended or terminated?

The employer has reserved the right to amend or terminate the plan. However, no amendment can take away any benefits you have already earned. If your plan is terminated, you will be entitled to the full amount in your account as of the date of termination, regardless of the percent you are vested at the time of termination.

Does Pension Benefit Guaranty Corporation Insurance apply to this plan?

The benefits provided by this plan are not insured by the Pension Benefit Guaranty Corporation (PBGC). Such insurance is only required under Title IV of the Employee Retirement Income Security Act (ERISA) for defined benefit pension plans.

What are the claims for benefits procedures under this plan?

When you request a distribution of all or any part of your account, you will contact the plan administrator who will provide you with the proper forms to make your claim for benefits. Your claim for benefits will be given a full and fair review.

What is the waiting period for a non-disability claim?

The plan administrator will notify you or your beneficiary of the denial within a reasonable period of time, but not later than ninety (90) days of the date your claim for benefits was received. The plan administrator may extend this deadline by up to ninety (90) days if there are special circumstances beyond the control of the plan that require additional time to process the claim. If a delay occurs, you or your beneficiary will be notified in writing of the reason for the delay and a date by which a final decision will be given (not more than one hundred and eighty (180) days after the receipt of your claim.)

What will I receive if the claim is denied in part or whole?

The initial denial letter and any appeal denial letter will be provided to you or your beneficiary with the following information:

1. the standards on which the determination is being made
2. the unresolved issues that prevent the plan administrator from making the decision
- 3 the additional information that would be needed to allow the plan administrator to make the decision

How do I appeal a claim denial?

You or your beneficiary may file a written appeal of the claim denial within sixty (60) days to the plan administrator. You may submit new information relating to the claim. The employer may hold a hearing or otherwise review facts as it deems necessary and shall make a decision, which shall be binding upon both parties.

The decision of the employer shall be made within sixty (60) days after the receipt by the plan administrator of the notice of appeal, unless special circumstances require an extension of time for processing, in which case a decision of the employer shall be rendered as soon as possible but not later than one hundred twenty (120) days (ninety (90) days for disability claims) after receipt of the request for review.

In the case of an appeal denial letter, the letter must describe any contractual limitation period for a lawsuit and the expiration date for that limitation period along with a statement that the limitation period may not expire before the conclusion of the Plan's internal appeals process.

You may request a free of charge access to, copies of any information, records, and/or documents used to deny the claim.

Once you have exhausted the administrative remedies for claim, or the plan fails to establish or follow claims procedures consistent with plan regulations, it is your right to challenge the decision under section 502(a) of Employee Retirement Income Security Act of 1974 (ERISA) or other applicable law.

PARTICIPANT RIGHTS UNDER ERISA

As a participant in Ditta Enterprises, Inc. 401(k) 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 shall be entitled to:

Receive information about your plan and your benefits:

1. Examine, without charge, at the plan administrator's office all documents governing the plan and a copy of the latest annual report filed by the plan with the U.S. Department of Labor.
2. Obtain copies of all plan documents and other plan information upon written request to the plan administrator (the administrator may make a reasonable charge for the copies).
3. 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.
4. Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

Actions by Plan Fiduciaries:

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforcing your rights:

If your claim for a benefit is denied in whole or in part, you have the right to know why this was done and 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 written materials 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 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.

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

Assistance with your questions:

If you have questions about your plan, you should contact the plan administrator. If you have any questions about this statement or 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.