



**First American Trust Company  
of Minnesota**  
Member Bremer<sup>2</sup> Financial Corporation

2520040184000

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March 1, 1996

**S P D**  
Pension and Welfare Benefits Administration  
Room N-5644  
U.S. Department of Labor  
200 Constitution Avenue Northwest  
Washington, D.C. 20210

Re: Sussner Construction, Inc.  
Profit Sharing Plan  
EIN: 41-1755932

Gentlemen:

On behalf of the Plan Administrator for the above referenced Plan we are enclosing a copy of an updated Summary Plan Description distributed to participants during March 1996. We are filing the updated Summary Plan Description in accordance with DOL Reg. 2520.104a-2(b)(1). The updated Summary Plan Description also satisfies the filing obligation of DOL Reg. 2520.104a-4(b)(2)(iii).

Yours truly,

A handwritten signature in cursive script that reads "Michelle Full".

Michelle Full  
Trust Officer

MF/kv  
Enclosure

## SUMMARY PLAN DESCRIPTION

(1) **General.** The legal name, address and Federal employer identification number of the Employer are -

Sussner Construction, Inc.  
202 O'Connell  
Marshall, MN 56258

~~41-1755932~~

41-1755932

The Employer has established a retirement plan ("Plan") to supplement your income upon retirement. In addition to retirement benefits, the Plan may provide benefits in the event of your death or disability or in the event of your termination of employment prior to normal retirement. If after reading this summary you have any questions, please ask the Plan Administrator. We emphasize this summary plan description is a highlight of the more important provisions of the Plan. If there is a conflict between a statement in this summary plan description and in the Plan, the terms of the Plan control.

(2) **Identification of Plan.** The Plan is known as -

Sussner Construction, Inc. Profit Sharing Plan

The Employer has assigned <sup>001</sup>~~001~~ as the Plan identification number. The plan year is the period on which the Plan maintains its records: the twelve consecutive month period ending every December 31.

(3) **Type of Plan.** The Plan is commonly known as a profit sharing plan. Section (8), "Employer's Contributions," explains how you share in the Employer's annual contributions to the trust fund and the extent to which the Employer has an obligation to make annual contributions to the trust fund.

Under this Plan, there is no fixed dollar amount of retirement benefits. Your actual retirement benefit will depend on the amount of your account balance at the time of retirement. Your account balance will reflect the annual allocations, the period of time you participate in the Plan and the success of the Plan in investing and reinvesting the assets of the trust fund. Furthermore, a governmental agency known as the Pension Benefit Guaranty Corporation (PBGC) insures the benefits payable under plans which provide for fixed and determinable retirement benefits. The Plan does not provide a fixed and determinable retirement benefit. Therefore, the PBGC does not include this Plan within its insurance program.

(4) **Plan Administrator.** The Employer is the Plan Administrator. The Employer's telephone number is (507) 537-9779. The Plan Administrator is responsible for providing you and other participants information regarding your rights and benefits under the Plan. The Plan Administrator also has the primary authority for filing the various reports, forms and returns with the Department of Labor and the Internal Revenue Service.

The name of the person designated as agent for service of legal process and the address where a processor may serve legal process upon the Plan are -

Sussner Construction, Inc.  
202 O'Connell  
Marshall, MN 56258

A legal processor may also serve the Trustee of the Plan or the Plan Administrator.

The Plan permits the Employer to appoint an Advisory Committee to assist in the administration of the Plan. The Advisory Committee has the responsibility for making all discretionary determinations under the Plan and for giving distribution directions to the Trustee. If the Employer does not appoint an Advisory Committee, the Plan Administrator assumes these responsibilities. The members of the Advisory Committee may change from time to time. You may obtain the names of the current members of the Advisory Committee from the Plan Administrator.

(5) **Trustee/Trust Fund.** The Employer has appointed -

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208 East College Drive  
Marshall MN 56258  
(507) 532-9100

to hold the office of Trustee. The Trustee will hold all amounts the Employer contributes to it in a trust fund. Upon the direction of the Advisory Committee, the Trustee will make all distribution and benefit payments from the trust fund to participants and beneficiaries. The Trustee will maintain trust fund records on a plan year basis.

(6) **Hours of Service.** The Plan and this summary plan description include references to hours of service. To become eligible to participate in the Plan or to share in the allocation of Employer contributions for a plan year the Plan requires you to complete a minimum number of hours of service during a specified period. The sections covering eligibility to participate and employer contributions explain this aspect of the Plan in the context of those topics. However, hour of service has the same meaning for all purposes of the Plan.

The Department of Labor, in its regulations, has prescribed various methods under which the Employer may credit hours of service. The Employer has selected the "actual" method for crediting hours of service. Under the actual method, you will receive credit for each hour for which the Employer pays you, directly or indirectly, or for which you are entitled to payment, for the performance of your employment duties. You also will receive credit for certain hours during which you do not work if the Employer pays you for those hours, such as paid vacation.

If an employee's absence from employment is due to maternity or paternity leave, the employee will receive credit for unpaid hours of service related to his leave, not to exceed 501 hours. The Advisory Committee will credit these hours of service to the first period during which the employee otherwise would incur a 1-year break in service as a result of the unpaid absence.

**(7) Eligibility to Participate.** To become a participant, an employee must complete two years of service, without an intervening break in service, and attain age 21. You do not have to complete any form for entry into the Plan. You will become a Participant on the January 1 or July 1 immediately following your completion of the age and service requirement.

The Plan defines "year of service" as a 12-month eligibility service period in which you work at least 1,000 hours for the Employer. The first eligibility service period starts on your first day of employment with the Employer. After the first 12-month eligibility service period, the Plan will measure your eligibility service period on an anniversary basis. For example, if you begin work on February 15, the Plan would measure the 12-month periods beginning each February 15. If you incur a break in service before you complete your second year of service, you lose credit for any prior service. You will incur a break in service if during an eligibility service period you do not work more than 500 hours. If you work more than 500 hours but less than 1,000 hours, you will not receive credit for a year of service but neither will you incur a break in service. For example, if you begin work on February 15 of a particular plan year and work the following hours:

Eligibility service period 1	2,000 hours
Eligibility service period 2	400 hours
Eligibility service period 3	2,000 hours
Eligibility service period 4	2,000 hours

you will become a participant in the Plan on the July 1 immediately following the completion of your fourth eligibility service period. If you had worked more than 500 hours in eligibility service period 2, you would become a participant in the Plan on the July 1 immediately following the completion of your third eligibility service period.

The example in the prior paragraph assumes you are at least age 21 when you complete the service requirement. If you have not attained age 21 when you complete the service requirement, then you will become a participant in the Plan on the January 1 or July 1 immediately following your attainment of age 21.

If you terminate employment after becoming a Participant in the Plan and later return to employment, you will re-enter the Plan on your re-employment date. Also, if you terminate employment after satisfying the Plan's eligibility conditions but before actually becoming a participant in the Plan, you will become a participant in the Plan on the later of your scheduled entry date or your reemployment date.

**(8) Employer's Contributions.** Each plan year, the Employer will contribute to the Plan the amount determined by the Employer at its discretion. The Employer may choose not to contribute to the Plan for a particular plan year.

The Plan as adopted by the Employer is an integrated profit sharing plan. "Integrated profit sharing plan" means the Plan takes into account contributions the Employer makes for employees under the Federal Social Security Act in making Employer contribution allocations. For each plan year the Employer contributes to the Plan, the Advisory Committee will allocate this contribution to the separate accounts maintained for participants. The Advisory Committee completes this allocation using a two step formula.

First, the Advisory Committee will allocate the annual Employer contribution (and Participant forfeitures) in the same ratio that each participant's compensation for the Plan Year bears to the total compensation of all participants for the Plan Year, but in an amount not exceeding 10% of each participant's compensation for the Plan Year.

The Advisory Committee then will allocate any remaining Employer contribution (and participant forfeitures) in the same ratio that each participant's excess compensation for the Plan Year bears to the total excess compensation of all participants for the Plan Year. For purposes of this paragraph, excess compensation means compensation in excess of the following levels: \$60,000.00.

**Allocation of forfeitures.** The Plan allocates participant forfeitures as if the forfeitures were Employer contributions. The Plan treats a forfeiture as a reduction of the Employer contributions otherwise made for the plan year in which the forfeiture occurs.

**Compensation.** The Plan defines compensation as the total compensation paid to the employee for services rendered to the Employer, including wages, salary, overtime, bonuses, commissions, tips and fees for professional services.

With limited exceptions, the Plan includes an employee's compensation only for the part of the plan year in which he actually is a participant.

**Conditions for allocation.** With limited exceptions, to be entitled to an allocation of Employer contributions, you must complete 1,000 hours of service during the plan year and you must be employed by the Employer on the last day of the plan year.

The contribution allocations described in this Section (8) may vary for certain employees if the Plan is top heavy. Generally, the Plan is top heavy if more than 60% of the Plan's assets are allocated to the accounts of key employees (certain owners and officers). If the Plan is top heavy, any participant who is not a key employee and who is employed on the last day of the plan year, may not receive a contribution allocation which is less than a certain minimum. Usually that minimum is 3%, but if the contribution allocation for the plan year is less than 3% for all the key employees, the top heavy minimum is the smaller allocation rate. If you are a participant in the Plan, your allocation described in this Section (8) in most cases will be equal to or greater than the top heavy minimum contribution allocation. The Plan also may vary the definition of the top heavy minimum contribution to take into account another plan maintained by the Employer.

The law limits the amount of "additions" (other than trust earnings) which the Plan may allocate to your account under the Plan. Your additions may never exceed 25% of your compensation for a particular plan year, but may be less if 25% of your compensation exceeds a dollar amount announced by the Internal Revenue Service each year. The Plan may need to reduce this limitation if you participate (or have participated) in any other plans maintained by the Employer. The discussion of Plan allocations in this Section (8) is subject to this limitation.

**(9) Employee Contributions.** The Plan does not permit nor require you to make employee contributions to the trust fund. The only source of contributions under the Plan is the annual Employer contribution.

**(10) Vesting in Employer Contributions.** Your interest in the contributions the Employer makes to the Plan for your benefit will be 100% vested at all times. In other words, once the Employer makes a contribution to the Plan for your benefit, that contribution belongs totally to you. For the one exception to total ownership in your Plan benefit, see Section (15) relating to the Advisory Committee's inability to locate you or your beneficiary.

**(11) Payment of Benefits After Termination of Employment.** After you terminate employment with the Employer, the time at which the Plan will commence distribution to you and the form of that distribution depends on whether your vested account balance exceeds \$3,500. If you receive a distribution from the Plan before you attain age 59-1/2, the law imposes a 10% penalty on the amount of the distribution you receive to the extent you must include the distribution in your gross income, unless you qualify for an exception from this penalty. You should consult a tax advisor regarding this 10% penalty. This summary makes references to your normal retirement age. Normal retirement age under this Plan is 65.

If your vested account balance does not exceed \$3,500, the Plan will distribute that portion to you, in a lump sum, on the first administrative feasible distribution date of the first plan year beginning after you terminate employment with the Employer, or as soon as administratively practicable following that date. If you already have attained normal retirement age when you terminate employment, the Plan must make this distribution no later than the 60th day following the close of the plan year in which your employment terminates, even if the normal distribution date would occur later. The Plan does not permit you to receive distribution in any form other than a lump sum if your vested account balance does not exceed \$3,500.

If your vested account balance exceeds \$3,500, the Plan will commence distribution to you at the time you elect to commence distribution. The Plan permits you to elect distribution:

as of any distribution date permitted under the Plan except that you may not commence distribution earlier than the sixtieth (60) day of the first plan year beginning after you terminate employment with the Employer.

A "distribution date" under the Plan means the first day of every month of the plan year. You may not actually receive distribution on the distribution date you elect. The Plan provides the Trustee an administratively reasonable time following a particular distribution date to make actual distribution to a participant.

No later than 30 days prior to your earliest possible distribution date, the Advisory Committee will provide you a notice explaining your right to elect distribution from the Plan and the forms necessary to make your election. If you do not make a distribution election, the Plan will commence distribution to you on the 60th day following the close of the plan year in which the latest of three events occurs: (1) your attainment of normal retirement age; (2) your attainment of age 62; or (3) your termination of employment with the Employer. To determine whether your vested account balance exceeds \$3,500, the Plan normally looks to the last valuation of your account prior to the scheduled distribution date.

With limited exceptions, you may not commence distribution of your vested account balance later than April 1 of the calendar year following the calendar year in which you attain age 70-1/2, even if you have not terminated employment with the Employer. This required distribution

date overrides any contrary distribution date described in this summary. If the Employer terminates the Plan before you receive complete distribution of your vested benefits, the Plan might make distribution to you before you otherwise would elect distribution. Upon Plan termination, if your vested account balance exceeds \$3,500, you will receive an explanation of your distribution rights.

For purposes of making a distribution of any portion of your vested account balance, the Plan refers to the latest valuation of your account balance. The Plan requires valuation of the trust fund, and adjustment of participant's accounts, as of the last day of each plan year. The Advisory Committee also may require a valuation on any other date. You will not receive any adjustment to your account balance for trust fund earnings after the latest valuation date. In general, the Plan allocates trust fund earnings, gains or losses for a valuation period on the basis of each participant's opening account balance at the beginning of the valuation period, less any distributions and charges to each participant's account during the valuation period.

**Forms of Benefit Payment.** If your vested account balance exceeds \$3,500, the Plan permits you to elect distribution under any one of the following methods:

- (a) Lump sum.
- (b) Part lump sum and part installments, as described in (c).
- (c) Installment payments (annually, quarterly or monthly) over a specified period of time, not exceeding your life expectancy or the joint life expectancy of you and your designated beneficiary.

Under an installment distribution, the Advisory Committee may direct to have the Plan segregate the amount owed to you in a separate account apart from other trust fund assets. Your separate account will continue to draw interest during the period the Plan is making retirement payments to you. If the Plan does not segregate the amount owed to you in a separate account, your retirement account will remain a part of the trust fund and continue to share in trust fund earnings, gains or losses.

The benefit payment rules described in Sections (11) through (14) reflect the current Plan provisions. If an Employer amends its Plan to change benefit payment options, some options may continue for those participants or beneficiaries who have account balances at the time of the change. If an eliminated option continues to apply to you, the information you receive from the Advisory Committee at the time you are first eligible for distribution from the Plan will include an explanation of that option.

**(12) Payment of Benefits Prior to Termination of Employment.** Other than the post-age 70-1/2 distribution requirement described in Section (11), the Plan does not permit you to receive payment of any portion of your account balance, unless you terminate employment with the Employer.

**(13) Disability Benefits.** If you terminate employment because of disability, the Plan will pay your vested account balance to you in lump sum the first administrative feasible distribution date following your termination of employment. However, if your vested account balance

exceeds \$3,500, the disability distribution rules are subject to any election requirements described in Section (11). In general, disability under the Plan means because of a physical or mental disability you are unable to perform the duties of your customary position of employment for an indefinite period which, in the opinion of the Advisory Committee, will be of long continued duration. The Advisory Committee also considers you disabled if you terminate employment because of a permanent loss or loss of use of a member or function of your body or a permanent disfigurement. The Advisory Committee may require a physical examination in order to confirm the disability.

**(14) *Payment of Benefits upon Death.*** If you die prior to receiving all of your benefits under the Plan, the Plan will pay the balance of your account to your beneficiary. If the Employer permits the Trustee to purchase life insurance on your life with a portion of your account balance, your account balance also will receive any life insurance proceeds payable by reason of your death.

The Advisory Committee will provide you with an appropriate form for naming a beneficiary. If you are married, your spouse must consent to the designation of any nonspouse beneficiary. If your vested account balance payable to your designated beneficiary does not exceed \$3,500, the Plan will pay the benefit, in a lump sum, to your designated beneficiary as soon as administratively practicable after your death. If your vested account balance payable to your designated beneficiary exceeds \$3,500, the Plan will pay the benefit to your designated beneficiary, in the form and at the time elected by the beneficiary, unless, prior to your death, you specify the timing and form of the beneficiary's distribution. The benefit payment election generally must complete distribution of your account balance within five years of your death, unless distribution commences within one year of your death to your designated beneficiary or unless benefits had commenced prior to your death under the mandatory post-age 70-1/2 distribution requirements described in Section (11).

**(15) *Disqualification of Participant Status - Loss or Denial of Benefits.*** There are no specific Plan provisions which disqualify you as a participant or which cause you to lose plan benefits, except as provided in Sections (7) and (10). However, if you become disabled and do not receive compensation from the Employer, you will not receive an allocation of the Employer's contribution to the Plan during the period of disability. In addition, if your Plan benefits become payable after termination of employment and the Advisory Committee is unable to locate you at your last address of record, you may forfeit your benefits under the Plan. Therefore, it is very important that you keep the Employer apprised of your mailing address even after you have terminated employment. Finally, if the Employer terminates the Plan, which it has the right to do, you would receive benefits under the Plan based on your account balance accumulated to the date of the termination of the Plan. Termination of the Plan could occur before you attain normal retirement age. If the Employer terminates the Plan, your account will become 100% vested, if not already 100% vested, unless you forfeited the nonvested portion prior to the termination date.

The fact that the Employer has established this Plan does not confer any right to future employment with the Employer. Furthermore, you may not assign your interest in the Plan to another person or use your Plan interest as collateral for a loan from a commercial lender.

**(16) *Claims Procedure.*** You need not file a formal claim with the Advisory Committee in order to receive your benefits under the Plan. When an event occurs which entitles you to a

distribution of your benefits under the Plan, the Advisory Committee automatically will notify you regarding your distribution rights. However, if you disagree with the Advisory Committee's determination of the amount of your benefits under the Plan or with respect to any other decision the Advisory Committee may make regarding your interest in the Plan, the Plan contains the appeal procedure you should follow. In brief, if the Advisory Committee of the Plan determines it should deny benefits to you, the Plan Administrator will give you written notice of the specific reasons for the denial. The notice will refer you to the pertinent provisions of the Plan supporting the Advisory Committee's decision. If you disagree with the Advisory Committee, you, or a duly authorized representative, must appeal the adverse determination in writing to the Advisory Committee within 75 days after the receipt of the notice of denial of benefits. If you fail to appeal a denial within the 75-day period, the Advisory Committee's determination will be final and binding.

If you appeal to the Advisory Committee, you, or your duly authorized representative, must submit the issues and comments you feel are pertinent to permit the Advisory Committee to re-examine all facts and make a final determination with respect to the denial. The Advisory Committee, in most cases, will make a decision within 60 days of a request on appeal unless special circumstances would make the rendering of a decision within the 60-day period unfeasible. In any event, the Advisory Committee must render a decision within 120 days after its receipt of a request for review. The same procedures apply if, after your death, your beneficiary makes a claim for benefits under the Plan.

**(17) Retired Participant, Separated Participant with Vested Benefit, Beneficiary Receiving Benefits.** If you are a retired participant or beneficiary receiving benefits, the benefits you presently are receiving will continue in the same amount and for the same period provided in the mode of settlement selected at retirement. If you are a separated participant with a vested benefit, you may obtain a statement of the dollar amount of your vested benefit upon request to the Plan Administrator. There is no Plan provision which reduces, changes, terminates, forfeits, or suspends the benefits of a retired participant, a beneficiary receiving benefits or a separated participant's vested benefit amount, except as provided in Section (15).

**(18) Participant's Rights under ERISA.** As a participant in this 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 (such as worksites), all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. ERISA requires the Plan Administrator to furnish each participant with a copy of this summary annual report.

- (d) Obtain a statement telling you that you have a right to receive a retirement benefit at the normal retirement age under the Plan and what your benefit could be at normal retirement age if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will advise you of the number of additional years you must work to receive a retirement benefit. You must request this statement in writing. The law does not require the Plan Administrator to give this statement more than once a year. The Plan must provide the statement free of charge.

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

If your claim for a retirement benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive the materials 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 \$100 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. 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 your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

**(19) Federal Income Taxation of Benefits Paid.** Existing Federal income tax laws do not require you to report as income the portion of the annual Employer contribution allocated to your account. However, when the Plan later distributes your account balance to you, such as upon your retirement, you must report as income the Plan distributions you receive. The Federal tax laws may permit you to report a Plan distribution under a special averaging provision. Also, it may be possible for you to defer Federal income taxation of a distribution by making a "rollover" contribution to your own rollover individual retirement account.

Mandatory income tax withholding rules apply to some distributions you do not rollover directly to an individual retirement account or to another plan. At the time you receive a distribution, you also will receive a notice discussing withholding requirement and the options available to

you. We emphasize you should consult your own tax adviser with respect to the proper method of reporting any distribution you receive from the Plan.

**(20) *Participant Loans.*** This Plan does not make loans to participants and beneficiaries.

\* \* \* \* \*

**ACKNOWLEDGEMENT OF RECEIPT OF**  
**SUMMARY PLAN DESCRIPTION OF THE**

**Sussner Construction, Inc. Profit Sharing Plan**

I hereby acknowledge receipt of a copy of the Summary Plan Description ("SPD") on the above plan. I received a copy of the SPD on the date indicated below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Participant's Name - Printed

\_\_\_\_\_  
Signature of Participant



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