

Form 5500-SF

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation

Short Form Annual Return/Report of Small Employee Benefit Plan

This form is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA), and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

Complete all entries in accordance with the instructions to the Form 5500-SF.

OMB Nos. 1210-0110 1210-0089

2024

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/31/2024

- A This return/report is for: [X] a single-employer plan [] a multiple-employer plan (not multiemployer) (Pension Plan filers checking this box must attach Schedule MEP. Other plans must attach a list of participating employer information in accordance with the form instructions.)
B This return/report is [] the first return/report [] the final return/report [] an amended return/report [] a short plan year return/report (less than 12 months)
C Check box if filing under: [] Form 5558 [] automatic extension [] DFVC program [] special extension (enter description)
D If the plan is a collectively-bargained plan, check here []
E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here []

Part II Basic Plan Information—enter all requested information

1a Name of plan PINNACLE HEATING AND AIR CONDITIONING, INC. 401(K) PLAN
1b Three-digit plan number (PN) 001
1c Effective date of plan 01/01/2011
2a Plan sponsor's name (employer, if for a single-employer plan) Mailing address (include room, apt., suite no. and street, or P.O. Box) City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions) PINNACLE HEATING AND AIR CONDITIONING, INC. 3800 N POINT BLVD BALTIMORE, MD 21222-2804
2b Employer Identification Number (EIN) 20-3535611
2c Sponsor's telephone number 410-288-2020
2d Business code (see instructions) 333410
3a Plan administrator's name and address [X] Same as Plan Sponsor.
3b Administrator's EIN
3c Administrator's telephone number
4 If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report.
a Sponsor's name
c Plan Name
4b EIN
4d PN
5a Total number of participants at the beginning of the plan year 13
b Total number of participants at the end of the plan year 9
c(1) Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item) 5
c(2) Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item) 5
d(1) Total number of active participants at the beginning of the plan year 12
d(2) Total number of active participants at the end of the plan year 8
e Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested 0

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established. Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including, if applicable, a Schedule SB or Schedule MB completed and signed by an enrolled actuary, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

Table with 4 columns: SIGN HERE, Signature of plan administrator, Date, Enter name of individual signing as plan administrator. Includes entries for Nick Miller dated 04/21/2025.

- 6a** Were all of the plan's assets during the plan year invested in eligible assets? (See instructions.) Yes No
- b** Are you claiming a waiver of the annual examination and report of an independent qualified public accountant (IQPA) under 29 CFR 2520.104-46? (See instructions on waiver eligibility and conditions.) Yes No
- If you answered "No" to either line 6a or line 6b, the plan cannot use Form 5500-SF and must instead use Form 5500.**
- c** If the plan is a defined benefit plan, is it covered under the PBGC insurance program (see ERISA section 4021)? Yes No Not determined
- If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year _____ (See instructions.)

Part III Financial Information			
7		(a) Beginning of Year	(b) End of Year
a	Total plan assets	376938	467939
b	Total plan liabilities		
c	Net plan assets (subtract line 7b from line 7a)	376938	467939
8		(a) Amount	(b) Total
a	Contributions received or receivable from:		
(1)	Employers	13093	
(2)	Participants	35748	
(3)	Others (including rollovers)		
b	Other income (loss)	47595	
c	Total income (add lines 8a(1), 8a(2), 8a(3), and 8b)		96436
d	Benefits paid (including direct rollovers and insurance premiums to provide benefits)	778	
e	Certain deemed and/or corrective distributions (see instructions) .		
f	Administrative service providers (salaries, fees, commissions)	4657	
g	Other expenses		
h	Total expenses (add lines 8d, 8e, 8f, and 8g)		5435
i	Net income (loss) (subtract line 8h from line 8c)		91001
j	Transfers to (from) the plan (see instructions)		

Part IV Plan Characteristics	
9a	If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions: 2A 2E 2F 2G 2J 2K 2T 3D
b	If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

Part V Compliance Questions				
10		Yes	No	Amount
a	Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program)		X	
b	Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 10a.)		X	
c	Was the plan covered by a fidelity bond?	X		10000
d	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?		X	
e	Were any fees or commissions paid to any brokers, agents, or other persons by an insurance carrier, insurance service, or other organization that provides some or all of the benefits under the plan? (See instructions.)	X		2328
f	Has the plan failed to provide any benefit when due under the plan?		X	
g	Did the plan have any participant loans? (If "Yes," enter amount as of year-end.)		X	
h	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)		X	
i	If 10h was answered "Yes," check the box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3		X	

Part VI Pension Funding Compliance

11 Is this a defined benefit plan subject to minimum funding requirements? (If "Yes," see instructions and complete Schedule SB (Form 5500) and lines 11a and b below.) If this is a defined contribution pension plan, leave line 11 blank and complete line 12 below. Yes No

a Enter the unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 **11a**

b PBGC missed contribution reporting requirements. If the plan is covered by PBGC and the amount reported on line 11a is greater than \$0, has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:
 Yes.
 No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.
 No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.
 No. Other. Provide explanation _____

12 Is this a defined contribution plan subject to the minimum funding requirements of section 412 of the Code or section 302 of ERISA? Yes No
(If "Yes," complete line 12a or lines 12b, 12c, 12d, and 12e below, as applicable.) If this is a defined benefit pension plan, leave line 12 blank and complete line 11 above.

a If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions, and enter the date of the letter ruling granting the waiver. Month Day Year

If you completed line 12a, complete lines 3, 9, and 10 of Schedule MB (Form 5500), and skip to line 13.

b Enter the minimum required contribution for this plan year **12b**

c Enter the amount contributed by the employer to the plan for this plan year **12c**

d Subtract the amount in line 12c from the amount in line 12b. Enter the result (enter a minus sign to the left of a negative amount) **12d**

e Will the minimum funding amount reported on line 12d be met by the funding deadline?..... Yes No N/A

Part VII Plan Terminations and Transfers of Assets

13a Has a resolution to terminate the plan been adopted in any plan year? Yes No

a If "Yes," enter the amount of any plan assets that reverted to the employer this year..... **13a**

b Were all the plan assets distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC? Yes No

c If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

13c(1) Name of plan(s):	13c(2) EIN(s)	13c(3) PN(s)

Part VIII IRS Compliance Questions

14a Does the plan satisfy the coverage and nondiscrimination tests of Code sections 410(b) and 401(a)(4) by combining this plan with any other plans under the permissive aggregation rules? Yes No

14b If this is a Code section 401(k) plan, check all boxes that apply to indicate how the plan is intended to satisfy the nondiscrimination requirements for employee deferrals and employer matching contributions (as applicable) under Code sections 401(k)(3) and 401(m)(2).
 Design-based safe harbor method
 "Prior year" ADP test
 "Current year" ADP test
 N/A

15 If the plan sponsor is an adopter of a pre-approved plan that received a favorable IRS Opinion Letter, enter the date of the Opinion Letter 06 / 30 / 2020 (MM/DD/YYYY) and the Opinion Letter serial number Q702751A.

Form 5500-SF

Department of the Treasury Internal Revenue Service

Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation

Short Form Annual Return/Report of Small Employee Benefit Plan

This form is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA), and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code).

Complete all entries in accordance with the instructions to the Form 5500-SF.

OMB Nos. 1210-0110 1210-0089

2024

This Form Is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/31/2024

- A This return/report is for: [X] a single-employer plan [] a multiple-employer plan (not multiemployer) (Pension Plan filers checking this box must attach Schedule MEP. Other plans must attach a list of participating employer information in accordance with the form instructions.)
B This return/report is [] the first return/report [] the final return/report [] an amended return/report [] a short plan year return/report (less than 12 months)
C Check box if filing under: [] Form 5558 [] automatic extension [] DFVC program [] special extension (enter description)
D If the plan is a collectively-bargained plan, check here []
E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here []

Part II Basic Plan Information—enter all requested information

1a Name of plan PINNACLE HEATING AND AIR CONDITIONING, INC. 401(K) PLAN
1b Three-digit plan number (PN) 001
1c Effective date of plan 01/01/2011
2a Plan sponsor's name (employer, if for a single-employer plan) PINNACLE HEATING AND AIR CONDITIONING, INC.
2b Employer Identification Number (EIN) 20-3535611
2c Sponsor's telephone number 410-288-2020
2d Business code (see instructions) 333410
3a Plan administrator's name and address [X] Same as Plan Sponsor.
3b Administrator's EIN
3c Administrator's telephone number
4 If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report.
4b EIN
4d PN
5a Total number of participants at the beginning of the plan year 13
5b Total number of participants at the end of the plan year 9
5c(1) Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item) 5
5c(2) Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item) 5
5d(1) Total number of active participants at the beginning of the plan year 12
5d(2) Total number of active participants at the end of the plan year 8
5e Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested 0

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including, if applicable, a Schedule SB or Schedule MB completed and signed by an enrolled actuary, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE [Signature] 4/21/25 Nick Miller
Signature of plan administrator Date Enter name of individual signing as plan administrator
SIGN HERE [Signature] 4/21/25 Nick Miller
Signature of employer/plan sponsor Date Enter name of individual signing as employer or plan sponsor

- 6a** Were all of the plan's assets during the plan year invested in eligible assets? (See instructions.) Yes No
- b** Are you claiming a waiver of the annual examination and report of an independent qualified public accountant (IQPA) under 29 CFR 2520.104-46? (See instructions on waiver eligibility and conditions.) Yes No
- If you answered "No" to either line 6a or line 6b, the plan cannot use Form 5500-SF and must instead use Form 5500.**
- c** If the plan is a defined benefit plan, is it covered under the PBGC insurance program (see ERISA section 4021)? Yes No Not determined
- If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year _____ (See instructions.)

Part III Financial Information

7 Plan Assets and Liabilities		(a) Beginning of Year	(b) End of Year
a Total plan assets	7a	376938	467939
b Total plan liabilities	7b		
c Net plan assets (subtract line 7b from line 7a)	7c	376938	467939
8 Income, Expenses, and Transfers for this Plan Year		(a) Amount	(b) Total
a Contributions received or receivable from:			
(1) Employers	8a(1)	13093	
(2) Participants	8a(2)	35748	
(3) Others (including rollovers)	8a(3)		
b Other income (loss)	8b	47595	
c Total income (add lines 8a(1), 8a(2), 8a(3), and 8b)	8c		96436
d Benefits paid (including direct rollovers and insurance premiums to provide benefits)	8d	778	
e Certain deemed and/or corrective distributions (see instructions) ..	8e		
f Administrative service providers (salaries, fees, commissions)	8f	4657	
g Other expenses	8g		
h Total expenses (add lines 8d, 8e, 8f, and 8g)	8h		5435
i Net income (loss) (subtract line 8h from line 8c)	8i		91001
j Transfers to (from) the plan (see instructions)	8j		

Part IV Plan Characteristics

- 9a** If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:
2A 2E 2F 2G 2J 2K 2T 3D
- b** If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristic Codes in the instructions:

Part V Compliance Questions

10 During the plan year:		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program)	10a		X	
b Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 10a.)	10b		X	
c Was the plan covered by a fidelity bond?	10c	X		10000
d Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	10d		X	
e Were any fees or commissions paid to any brokers, agents, or other persons by an insurance carrier, insurance service, or other organization that provides some or all of the benefits under the plan? (See instructions.)	10e	X		2328
f Has the plan failed to provide any benefit when due under the plan?	10f		X	
g Did the plan have any participant loans? (If "Yes," enter amount as of year-end.)	10g		X	
h If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	10h		X	
i If 10h was answered "Yes," check the box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3	10i		X	

Part VI Pension Funding Compliance

11 Is this a defined benefit plan subject to minimum funding requirements? (If "Yes," see instructions and complete Schedule SB (Form 5500) and lines 11a and b below.) If this is a defined contribution pension plan, leave line 11 blank and complete line 12 below. Yes No

a Enter the unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 **11a**

b PBGC missed contribution reporting requirements. If the plan is covered by PBGC and the amount reported on line 11a is greater than \$0, has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:

- Yes.
- No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.
- No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.
- No. Other. Provide explanation _____

12 Is this a defined contribution plan subject to the minimum funding requirements of section 412 of the Code or section 302 of ERISA? (If "Yes," complete line 12a or lines 12b, 12c, 12d, and 12e below, as applicable.) If this is a defined benefit pension plan, leave line 12 blank and complete line 11 above. Yes No

a If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions, and enter the date of the letter ruling granting the waiver. Month Day Year

If you completed line 12a, complete lines 3, 9, and 10 of Schedule MB (Form 5500), and skip to line 13.

b Enter the minimum required contribution for this plan year **12b**

c Enter the amount contributed by the employer to the plan for this plan year **12c**

d Subtract the amount in line 12c from the amount in line 12b. Enter the result (enter a minus sign to the left of a negative amount) **12d**

e Will the minimum funding amount reported on line 12d be met by the funding deadline? Yes No N/A

Part VII Plan Terminations and Transfers of Assets

13a Has a resolution to terminate the plan been adopted in any plan year? Yes No

a If "Yes," enter the amount of any plan assets that reverted to the employer this year **13a**

b Were all the plan assets distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC? Yes No

c If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

13c(1) Name of plan(s):	13c(2) EIN(s)	13c(3) PN(s)

Part VIII IRS Compliance Questions

14a Does the plan satisfy the coverage and nondiscrimination tests of Code sections 410(b) and 401(a)(4) by combining this plan with any other plans under the permissive aggregation rules? Yes No

14b If this is a Code section 401(k) plan, check all boxes that apply to indicate how the plan is intended to satisfy the nondiscrimination requirements for employee deferrals and employer matching contributions (as applicable) under Code sections 401(k)(3) and 401(m)(2).

- Design-based safe harbor method
- "Prior year" ADP test
- "Current year" ADP test
- N/A

15 If the plan sponsor is an adopter of a pre-approved plan that received a favorable IRS Opinion Letter, enter the date of the Opinion Letter 06/30/2020 (MM/DD/YYYY) and the Opinion Letter serial number Q702751A.

ERISA Fidelity Bond

For Non-Union Employee Welfare and Pension Benefit Plans Subject to ERISA

Company Name: Hartford Fire Insurance Company
Company Code: 1

BOND NUMBER: 30BDDJI8716

DECLARATIONS

- ITEM 1: Insured:** Pinnacle Heating and Air Conditioning, Inc 401K
and any other employee welfare or pension benefit plan subject to the Employee Retirement Income Security Act of 1974, and any amendment thereto, for which the entity identified in ITEM 2. is the Insured Plan(s) Sponsor during the Bond Period.
- ITEM 2: Insured Plan(s) Sponsor:** Pinnacle Heating & Air Conditioning, Inc.
- ITEM 3: Mailing Address:** 3800 North Point Blvd, Dundalk, MD 21222
- ITEM 4: Bond Period:** From April 17, 2025 until cancel 12:01 a.m. local time at the address shown in ITEM 3
- ITEM 5: Limit of Liability:** \$ 385,000
- ITEM 6: Riders:** This Bond includes the following riders at inception: F-5043-0, F-6034-0, HG 00 H129 00 1016
- ITEM 7: Cancellation of Prior Insurance:** By the acceptance of this Bond, you give notice to us terminating or cancelling prior bonds or policies numbered _____. The termination or cancellation is effective as of the time this Bond becomes effective.
- ITEM 8: Address for Claim Notices to Company:**
Hartford Insurance
One Hartford Plaza T 14
Hartford, CT 06155

This Bond has been signed by our President and Corporate Secretary, but it shall not be binding unless it is countersigned by our authorized representative.

Kevin Barnett, Corporate Secretary
A. Morris Tooker, President

Countersigned by:

Susan Castaneda, Authorized Representative

In consideration of the payment of premium and subject to all of the terms of this Bond, we agree with you to provide coverage as stated in the Bond. Various provisions in this Bond restrict coverage. Read the entire Bond carefully to determine rights, duties and what is or is not covered.

Throughout this Bond the words "you" and "your" refer to the Insured shown in ITEM 1. The words "we", "us" and "our" refer to the Company providing this Bond. Words and phrases in quotation marks are defined in the Bond.

I. INSURING AGREEMENT

We will pay only for loss of your "funds or other property":

- A. which results directly from "fraud or dishonesty" committed by an "employee" of any "employee benefit plan(s)" who is also an "employee" of the Insured Plan(s) Sponsor, while acting alone or in collusion with other persons; and
- B. which results from acts committed or events occurring at any time and discovered by you during the Bond Period shown in the Declarations or no later than one year following the termination or cancellation of the Bond.

II. LIMIT OF LIABILITY

The most we will pay for loss in any one "occurrence" is the applicable Limit of Liability shown in the Declarations.

If two or more "employee benefit plan(s)" are insured jointly under this Bond, you must select a Limit of Liability that is sufficient to provide a Limit of Liability for each plan which is at least equal to that required under "ERISA" as if each plan was separately insured.

If, at the inception of this Bond the Limit of Liability is equal to or greater than that required under "ERISA", then the Limit of Liability applicable to any insured "employee benefit plan(s)" at the time a loss is discovered shall equal the amount required under "ERISA" at the beginning of the "employee benefit plan(s)" current fiscal year, but in no event to exceed \$500,000 (Five Hundred Thousand Dollars) per Insured "employee benefit plan."

If two or more "employee benefit plans" are insured jointly under this Bond, any payment which we make for loss sustained by two or more plans, or of commingled "funds or other property" of two or more plans, which arises out of one "occurrence" will be shared by each plan sustaining loss in the proportion that the Limit of Liability required under "ERISA" for each plan bears to the total of those limits.

III. DEFINITIONS

A. "Employee" means any natural person who is:

- a trustee, officer, employee, administrator or manager, except a trustee, administrator or manager who is an independent contractor, of any "employee benefit plan(s)" insured under this Bond; or
- a director or trustee of the Insured Plan(s) Sponsor while that person is handling "funds or other property".

B. "Employee benefit plan(s)" means any employee welfare or pension benefit plan that is subject to "ERISA".

C. "ERISA" means the Employee Retirement Income Security Act of 1974 or any amendment thereof.

D. "Fraud or dishonesty" has the meaning as set forth in "ERISA" Title 29 Code of Federal Regulations Section 2580.412-9.

E. "Funds or other property" has the meaning as set forth in "ERISA" Title 29 Code of Federal Regulations Section 2580.412-4.

F. "Insured Plan(s) Sponsor" means the entity shown in Item 2. of the Declarations that establishes or maintains the insured "employee benefit plan(s)".

G. "Occurrence" means an actual or alleged act or series of acts involving the "fraud or dishonesty" of one or more "employee(s)" of an "employee benefit plan(s)", whether acting alone or in collusion with others, that results in the loss of your "funds or other property".

IV. EXCLUSIONS

This Bond does not apply to and we will not pay for:

A. EMPLOYEE CANCELLED UNDER PRIOR INSURANCE

Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last cancellation.

B. INDIRECT LOSS

Loss that is an indirect result of any act or "occurrence" covered by this Bond, including but not limited to loss resulting from:

- your inability to realize income that you would have realized had there been no loss of or damage to your "funds or other property"; or
- payment of damages of any type for which you are legally liable except compensatory damages arising directly from a loss covered under this Bond; or
- payment of costs, fees or other expenses you incur in establishing either the existence of or the amount of loss under this Bond.

C. LEGAL EXPENSES

Expenses related to any legal action.

V. GENERAL CONDITIONS**A. CANCELLATION AS TO ANY EMPLOYEE**

This Bond is cancelled as to any "employee":

1. immediately upon discovery by an insured "employee benefit plan" or the Insured Plan(s) Sponsor of "fraud or dishonesty" committed by the "employee" whether before or after becoming employed by the Insured Plan(s) Sponsor; or
2. on the date specified in a notice mailed to you. The date will be at least thirty days after the date of the mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

B. CANCELLATION OR NON-RENEWAL OF THE POLICY

1. The Insured shown in ITEM 1 of the Declarations may cancel this Bond by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Bond by mailing or delivering to the Insured shown in ITEM 1 of the Declarations written notice of cancellation at least:
 - (a) ten days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (b) ninety days before the effective date of cancellation if we cancel for any other reason.
3. If this Bond is cancelled, we will send the insured "employee benefit plan(s)" any premium refund due calculated on a pro rata basis. The cancellation will be effective even if we have not made or offered a refund.
4. We may elect not to renew this Bond at any annual anniversary date. If we decide not to renew this Bond, we will mail or deliver to the Insured shown in ITEM 1 of the Declarations written notice at least ninety days before the annual anniversary date.
5. We will mail or deliver our notice to your last mailing address known to us.
6. The notice will state the effective date of cancellation or non-renewal. The Bond Period will end on that date.
7. If notice of cancellation or notice of non-renewal is mailed, proof of mailing will be sufficient proof of notice.

C. CHANGES

This Bond contains all of the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this Bond with our consent, however, this Bond's terms can be amended or waived only by rider issued by us and made part of this Bond.

D. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Bond is void in any case of fraud by you as it relates to this Bond at any time. It is also void if, at any time, you or the Insured Plan(s) Sponsor intentionally conceal or misrepresent a material fact concerning this Bond, the "funds or other property" covered under this Bond, your interest in the "funds or other property" covered under this Bond, or a claim under this Bond.

E. DISCOVERY

Discovery of loss occurs:

1. when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Bond has been, or may be incurred, even though the exact amount or the details of the loss may not then be known; or
2. when you receive notice of an actual or potential claim against you alleging facts which, if true, would constitute a covered loss under this Bond.

F. DISCOVERY SUPERSEDING LOSS SUSTAINED COVERAGE – LIABILITY FOR PRIOR LOSSES

1. If this Bond replaces similar prior insurance written by an insurer other than us, and such other insurance provided a period of time to discover loss occurring prior to the termination or cancellation of that coverage, and a loss is discovered within the period provided by the prior insurance to discover loss, we will not pay for such loss unless the amount exceeds the limit of insurance under said prior insurance. We will then only pay you for any excess loss subject to the Insuring Agreement, Exclusions and General Conditions of this Bond.
2. Any payment that we make to you under this Bond shall not exceed the difference between the amount of insurance under your prior bond or policy and the Limit of Liability shown in the Declarations.

G. DUTIES IN THE EVENT OF LOSS

After you discover a loss or a situation that may result in a loss of "funds or other property" you must:

1. notify us as soon as possible but no later than sixty days after discovery of loss;
2. submit to examination under oath at our request and give us a signed statement of your answers;
3. give us a detailed, sworn proof of loss within 120 days;
4. cooperate with us in the investigation and settlement of any claim;
5. permit us access to your premises and your books and records; and
6. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you for loss to which this coverage also applies.

H. LEGAL ACTION AGAINST US

You may not bring legal action against us involving loss:

1. unless you have complied with all the terms of this Bond;
2. until ninety days after you have filed proof of loss with us; and
3. unless such action is brought within two years from the date that you discover such loss.

I. NON-ACCUMULATION OF LIMIT OF INSURANCE

Regardless of the number of years this Bond remains in force or the number of premiums paid, no Limit of Liability cumulates from year to year or Bond Period to Bond Period.

J. OTHER INSURANCE

This Bond does not apply to loss recoverable or recovered under other insurance or indemnity written by an insurer other than us. Subject to the Limit of Liability of this Bond, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Bond will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity.

In the event of loss covered under this Bond and another policy written by us, whether caused by one "employee" acting alone or in collusion with other "employees", the policies shall not be cumulative in amount. Our liability under this Bond and another bond or policy written by us with respect to losses for the same "occurrence" shall not exceed the larger Limit of Liability of such bonds or policies.

K. OWNERSHIP OF PROPERTY – INTERESTS COVERED

The "funds or other property" covered under this Bond are limited to "funds or other property" owned or held by an insured "employee benefit plan."

L. RECORDS

You must keep records of all "funds or other property" so we can verify the amount of any loss.

M. RECOVERIES

Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this Bond will be distributed as follows:

1. To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Liability;
2. Then to us until we are reimbursed for the settlement made.

Recoveries do not include any recovery from insurance, suretyship or reinsurance or of original securities after duplicates of them have been issued.

N. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this Bond may not be transferred without our written consent.

O. VALUATION

The value of "funds or other property" shall be determined by the market value of such "funds or other property" on the date the loss was discovered. If no market price is quoted for such "funds or other property" the value shall be fixed by agreement between you and us or by arbitration.