

Form 5500

Department of the Treasury
Internal Revenue Service

Department of Labor
Employee Benefits Security
Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans 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.

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 12/17/2024

- A This return/report is for: [] a multiemployer plan [] a multiple-employer plan (Filers checking this box must provide participating employer information in accordance with the form instructions.) [X] a single-employer plan [] a DFE (specify) ____
B This return/report is: [] the first return/report [X] the final return/report [] an amended return/report [X] a short plan year return/report (less than 12 months)
C If the plan is a collectively-bargained plan, check here. []
D Check box if filing under: [X] Form 5558 [] automatic extension [] the DFVC program [] special extension (enter description)
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: MANDLI COMMUNICATIONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST
1b Three-digit plan number (PN): 001
1c Effective date of plan: 01/01/1995
2a Plan sponsor's name (employer, if for a single-employer plan): MANDLI COMMUNICATIONS, INC.
2b Employer Identification Number (EIN): 39-1480132
2c Plan Sponsor's telephone number: 608-835-3500
2d Business code (see instructions): 812990

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 accompanying schedules, statements and attachments, 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 rows for employer/plan sponsor and DFE.

For Paperwork Reduction Act Notice, see the Instructions for Form 5500.

Form 5500 (2024) v. 240311

3a Plan administrator's name and address <input checked="" type="checkbox"/> 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	
5 Total number of participants at the beginning of the plan year	5	125
6 Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines 6a(1) , 6a(2) , 6b , 6c , and 6d). a(1) Total number of active participants at the beginning of the plan year a(2) Total number of active participants at the end of the plan year b Retired or separated participants receiving benefits..... c Other retired or separated participants entitled to future benefits d Subtotal. Add lines 6a(2) , 6b , and 6c e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits. f Total. Add lines 6d and 6e g(1) Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item) g(2) Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item) h Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested.....	6a(1)	73
	6a(2)	0
	6b	0
	6c	0
	6d	0
	6e	0
	6f	0
	6g(1)	122
	6g(2)	0
6h	0	
7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	7	

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:
2E 2F 2G 2J 2T 3D 3H 2K

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:

9a Plan funding arrangement (check all that apply)	9b Plan benefit arrangement (check all that apply)
(1) <input checked="" type="checkbox"/> Insurance	(1) <input checked="" type="checkbox"/> Insurance
(2) <input type="checkbox"/> Code section 412(e)(3) insurance contracts	(2) <input type="checkbox"/> Code section 412(e)(3) insurance contracts
(3) <input checked="" type="checkbox"/> Trust	(3) <input checked="" type="checkbox"/> Trust
(4) <input type="checkbox"/> General assets of the sponsor	(4) <input type="checkbox"/> General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

- (1) **R** (Retirement Plan Information)
- (2) **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
- (3) **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary
- (4) **DCG** (Individual Plan Information) – Number Attached _____
- (5) **MEP** (Multiple-Employer Retirement Plan Information)

b General Schedules

- (1) **H** (Financial Information)
- (2) **I** (Financial Information – Small Plan)
- (3) **A** (Insurance Information) – Number Attached 1
- (4) **C** (Service Provider Information)
- (5) **D** (DFE/Participating Plan Information)
- (6) **G** (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) Yes No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) Yes No

11c Enter the Receipt Confirmation Code for the 2024 Form M-1 annual report. If the plan was not required to file the 2024 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code _____

<p>SCHEDULE A (Form 5500)</p> <p>Department of the Treasury Internal Revenue Service</p> <hr/> <p>Department of Labor Employee Benefits Security Administration</p> <hr/> <p>Pension Benefit Guaranty Corporation</p>	<p>Insurance Information</p> <p>This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).</p> <p>▶ File as an attachment to Form 5500.</p> <p>▶ Insurance companies are required to provide the information pursuant to ERISA section 103(a)(2).</p>	<p>OMB No. 1210-0110</p> <hr/> <p>2024</p> <hr/> <p>This Form is Open to Public Inspection</p>
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For calendar plan year 2024 or fiscal plan year beginning **01/01/2024** and ending **12/17/2024**

<p>A Name of plan MANDLI COMMUNICATIONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST</p>	<p>B Three-digit plan number (PN) ▶</p>	<p>001</p>
<p>C Plan sponsor's name as shown on line 2a of Form 5500 MANDLI COMMUNICATIONS, INC.</p>	<p>D Employer Identification Number (EIN) 39-1480132</p>	

Part I Information Concerning Insurance Contract Coverage, Fees, and Commissions Provide information for each contract on a separate Schedule A. Individual contracts grouped as a unit in Parts II and III can be reported on a single Schedule A.

1 Coverage Information:

(a) Name of insurance carrier
EMPOWER ANNUITY INSURANCE COMPANY OF AMERICA

(b) EIN	(c) NAIC code	(d) Contract or identification number	(e) Approximate number of persons covered at end of policy or contract year	Policy or contract year	
				(f) From	(g) To
84-0467907	68322	517105-01	0	01/01/2024	12/17/2024

2 Insurance fee and commission information. Enter the total fees and total commissions paid. List in line 3 the agents, brokers, and other persons in descending order of the amount paid.

(a) Total amount of commissions paid	(b) Total amount of fees paid
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3 Persons receiving commissions and fees. (Complete as many entries as needed to report all persons).

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

(a) Name and address of the agent, broker, or other person to whom commissions or fees were paid

(b) Amount of sales and base commissions paid	Fees and other commissions paid		(e) Organization code
	(c) Amount	(d) Purpose	

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	(c) Amount	(d) Purpose	

Part II	Investment and Annuity Contract Information	
	Where individual contracts are provided, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.	
4	Current value of plan's interest under this contract in the general account at year end	0
5	Current value of plan's interest under this contract in separate accounts at year end.....	0
6	Contracts With Allocated Funds:	
a	State the basis of premium rates ▶	
b	Premiums paid to carrier	6b
c	Premiums due but unpaid at the end of the year	6c
d	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, enter amount. Specify nature of costs ▶	6d
e	Type of contract: (1) <input type="checkbox"/> individual policies (2) <input type="checkbox"/> group deferred annuity (3) <input type="checkbox"/> other (specify) ▶	
f	If contract purchased, in whole or in part, to distribute benefits from a terminating plan, check here ▶ <input type="checkbox"/>	
7	Contracts With Unallocated Funds (Do not include portions of these contracts maintained in separate accounts)	
a	Type of contract: (1) <input type="checkbox"/> deposit administration (2) <input type="checkbox"/> immediate participation guarantee (3) <input type="checkbox"/> guaranteed investment (4) <input type="checkbox"/> other ▶	
b	Balance at the end of the previous year	7b 391427
c	Additions: (1) Contributions deposited during the year	7c(1) 9847
	(2) Dividends and credits.....	7c(2) 0
	(3) Interest credited during the year.....	7c(3) 4754
	(4) Transferred from separate account	7c(4) 158310
	(5) Other (specify below)..... ▶	7c(5)
	(6) Total additions	7c(6) 172911
d	Total of balance and additions (add lines 7b and 7c(6))	7d 564338
e	Deductions:	
	(1) Disbursed from fund to pay benefits or purchase annuities during year	7e(1) 458741
	(2) Administration charge made by carrier.....	7e(2) 7292
	(3) Transferred to separate account	7e(3) 98305
	(4) Other (specify below)..... ▶	7e(4)
(5) Total deductions	7e(5) 564338	
f	Balance at the end of the current year (subtract line 7e(5) from line 7d).....	7f 0

Part III Welfare Benefit Contract Information
 If more than one contract covers the same group of employees of the same employer(s) or members of the same employee organizations(s), the information may be combined for reporting purposes if such contracts are experience-rated as a unit. Where contracts cover individual employees, the entire group of such individual contracts with each carrier may be treated as a unit for purposes of this report.

8 Benefit and contract type (check all applicable boxes)

- a** Health (other than dental or vision)
- b** Dental
- c** Vision
- d** Life insurance
- e** Temporary disability (accident and sickness)
- f** Long-term disability
- g** Supplemental unemployment
- h** Prescription drug
- i** Stop loss (large deductible)
- j** HMO contract
- k** PPO contract
- l** Indemnity contract
- m** Other (specify) ▶

9 Experience-rated contracts:

a	Premiums: (1) Amount received	9a(1)		
	(2) Increase (decrease) in amount due but unpaid	9a(2)		
	(3) Increase (decrease) in unearned premium reserve	9a(3)		
	(4) Earned ((1) + (2) - (3))		9a(4)	0
b	Benefit charges (1) Claims paid	9b(1)		
	(2) Increase (decrease) in claim reserves	9b(2)		
	(3) Incurred claims (add (1) and (2))		9b(3)	0
	(4) Claims charged		9b(4)	
c	Remainder of premium: (1) Retention charges (on an accrual basis) --			
	(A) Commissions	9c(1)(A)		
	(B) Administrative service or other fees	9c(1)(B)		
	(C) Other specific acquisition costs	9c(1)(C)		
	(D) Other expenses	9c(1)(D)		
	(E) Taxes	9c(1)(E)		
	(F) Charges for risks or other contingencies	9c(1)(F)		
	(G) Other retention charges	9c(1)(G)		
	(H) Total retention		9c(1)(H)	0
	(2) Dividends or retroactive rate refunds. (These amounts were <input type="checkbox"/> paid in cash, or <input type="checkbox"/> credited.)		9c(2)	
d	Status of policyholder reserves at end of year: (1) Amount held to provide benefits after retirement		9d(1)	
	(2) Claim reserves		9d(2)	
	(3) Other reserves		9d(3)	
e	Dividends or retroactive rate refunds due. (Do not include amount entered in line 9c(2).)		9e	

10 Nonexperience-rated contracts:

a	Total premiums or subscription charges paid to carrier	10a	
b	If the carrier, service, or other organization incurred any specific costs in connection with the acquisition or retention of the contract or policy, other than reported in Part I, line 2 above, report amount. Specify nature of costs.	10b	

Part IV Provision of Information

11 Did the insurance company fail to provide any information necessary to complete Schedule A? Yes No

12 If the answer to line 11 is "Yes," specify the information not provided. ▶

SCHEDULE C (Form 5500) <small>Department of the Treasury Internal Revenue Service</small> <small>Department of Labor Employee Benefits Security Administration</small> <small>Pension Benefit Guaranty Corporation</small>	Service Provider Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ File as an attachment to Form 5500.	<small>OMB No. 1210-0110</small> 2024 This Form is Open to Public Inspection.
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For calendar plan year 2024 or fiscal plan year beginning **01/01/2024** and ending **12/17/2024**

A Name of plan MANDLI COMMUNICATIONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST	B Three-digit plan number (PN) ▶	001
C Plan sponsor's name as shown on line 2a of Form 5500 MANDLI COMMUNICATIONS, INC.	D Employer Identification Number (EIN) 39-1480132	

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions)..... Yes No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

EMPOWER ANNUITY INSURANCE COMPANY

8515 EAST ORCHARD ROAD
GREENWOOD VILLAGE, CO 80111

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
64	RECORDKEEPER	28633	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	0	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)

REILLY PENNER & BENTON LLP

1233 N MAYFAIR RD STE 302
MILWAUKEE, WI 53226-3255

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
10	AUDITOR	25800	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)

PEAK RETIREMENT GROUP

PO BOX 45828
MADISON, WI 53744

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13	CONTRACT ADMIN	13580	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2156	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

GLOBAL RETIREMENT PARTNERS

4340 REDWOOD HWY
SUITE B60
SAN RAFAEL, CA 94903

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
27	INVESTMENT ADVISOR	12503	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)

EMPOWER ADVISORY GROUP LLC

8515
EAST ORCHARD ROAD
GREENWOOD VILLAGE, CO 80111

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
28	INVESTMENT MGMT	5416	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>

Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received \$1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation
PEAK RETIREMENT GROUP	13	2156

(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	
EMPOWER ANNUITY INSURANCE COMPANY 8515 EAST ORCHARD ROAD GREENWOOD VILLAGE, CO 80111	TPA ALLOWANCE PAYMENT	

(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation

(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation

(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

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Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)
(complete as many entries as needed)

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

SCHEDULE D (Form 5500) <small>Department of the Treasury Internal Revenue Service</small> <small>Department of Labor Employee Benefits Security Administration</small>	DFE/Participating Plan Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ File as an attachment to Form 5500.	<small>OMB No. 1210-0110</small> 2024 This Form is Open to Public Inspection.
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For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/17/2024

A Name of plan <u>MANDLI COMMUNICATIONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST</u>	B Three-digit plan number (PN)	<u>001</u>
C Plan or DFE sponsor's name as shown on line 2a of Form 5500 <u>MANDLI COMMUNICATIONS, INC.</u>	D Employer Identification Number (EIN) <u>39-1480132</u>	

Part I	Information on interests in MTIAs, CCTs, PSAs, and 103-12 IEs (to be completed by plans and DFEs) (Complete as many entries as needed to report all interests in DFEs)
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a Name of MTIA, CCT, PSA, or 103-12 IE: LARGE CAP VALUE FUND CLASS R1

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN <u>38-4065329-426</u>	d Entity code <u>C</u>	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) <u>0</u>
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a Name of MTIA, CCT, PSA, or 103-12 IE: INTERNATIONAL GROWTH FUND II FEE R1

b Name of sponsor of entity listed in (a): GREAT GRAY

c EIN-PN <u>38-4139842-000</u>	d Entity code <u>C</u>	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions) <u>0</u>
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a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
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a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
-----------------	----------------------	---

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
-----------------	----------------------	---

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
-----------------	----------------------	---

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
-----------------	----------------------	---

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN	d Entity code	e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)
-----------------	----------------------	---

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

a Name of MTIA, CCT, PSA, or 103-12 IE:

b Name of sponsor of entity listed in (a):

c EIN-PN

d Entity code

e Dollar value of interest in MTIA, CCT, PSA, or 103-12 IE at end of year (see instructions)

SCHEDULE H (Form 5500) <small>Department of the Treasury Internal Revenue Service</small> <small>Department of Labor Employee Benefits Security Administration</small> <small>Pension Benefit Guaranty Corporation</small>	Financial Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code). ▶ File as an attachment to Form 5500.	OMB No. 1210-0110 2024 This Form is Open to Public Inspection
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For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/17/2024	
A Name of plan MANDLI COMMUNICATIONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST	B Three-digit plan number (PN) ▶ 001
C Plan sponsor's name as shown on line 2a of Form 5500 MANDLI COMMUNICATIONS, INC.	D Employer Identification Number (EIN) 39-1480132

Part I	Asset and Liability Statement
---------------	--------------------------------------

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

		(a) Beginning of Year	(b) End of Year
Assets			
a Total noninterest-bearing cash	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)		
(2) Participant contributions	1b(2)		
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)	20450	0
(9) Value of interest in common/collective trusts	1c(9)	166349	0
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	3619488	0
(14) Value of funds held in insurance company general account (unallocated contracts).....	1c(14)	391427	0
(15) Other.....	1c(15)		

1d Employer-related investments:		(a) Beginning of Year	(b) End of Year
(1) Employer securities.....	1d(1)		
(2) Employer real property.....	1d(2)		
e Buildings and other property used in plan operation.....	1e		
f Total assets (add all amounts in lines 1a through 1e).....	1f	4197714	0
Liabilities			
g Benefit claims payable.....	1g		
h Operating payables.....	1h		
i Acquisition indebtedness.....	1i		
j Other liabilities.....	1j		
k Total liabilities (add all amounts in lines 1g through 1j).....	1k	0	0
Net Assets			
l Net assets (subtract line 1k from line 1f).....	1l	4197714	0

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: (A) Employers.....	2a(1)(A)	70152	
(B) Participants.....	2a(1)(B)	165832	
(C) Others (including rollovers).....	2a(1)(C)		
(2) Noncash contributions.....	2a(2)		
(3) Total contributions. Add lines 2a(1)(A) , (B) , (C) , and line 2a(2)	2a(3)		235984
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit).....	2b(1)(A)		
(B) U.S. Government securities.....	2b(1)(B)		
(C) Corporate debt instruments.....	2b(1)(C)		
(D) Loans (other than to participants).....	2b(1)(D)	1309	
(E) Participant loans.....	2b(1)(E)		
(F) Other.....	2b(1)(F)		
(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)		1309
(2) Dividends:			
(A) Preferred stock.....	2b(2)(A)		
(B) Common stock.....	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds).....	2b(2)(C)	25729	
(D) Total dividends. Add lines 2b(2)(A) , (B) , and (C)	2b(2)(D)		25729
(3) Rents.....	2b(3)		
(4) Net gain (loss) on sale of assets:			
(A) Aggregate proceeds.....	2b(4)(A)		
(B) Aggregate carrying amount (see instructions).....	2b(4)(B)		
(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result.....	2b(4)(C)		
(5) Unrealized appreciation (depreciation) of assets:			
(A) Real estate.....	2b(5)(A)		
(B) Other.....	2b(5)(B)		
(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B)	2b(5)(C)		

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	2b(10)		662744
c Other income	2c		
d Total income. Add all income amounts in column (b) and enter total	2d		925766

Expenses

e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	2e(1)	5037498	
(2) To insurance carriers for the provision of benefits	2e(2)		
(3) Other	2e(3)		
(4) Total benefit payments. Add lines 2e(1) through (3)	2e(4)		5037498
f Corrective distributions (see instructions)	2f		
g Certain deemed distributions of participant loans (see instructions)	2g		
h Interest expense	2h		
i Administrative expenses:			
(1) Salaries and allowances	2i(1)		
(2) Contract administrator fees	2i(2)	85982	
(3) Recordkeeping fees	2i(3)		
(4) IQPA audit fees	2i(4)		
(5) Investment advisory and investment management fees	2i(5)		
(6) Bank or trust company trustee/custodial fees	2i(6)		
(7) Actuarial fees	2i(7)		
(8) Legal fees	2i(8)		
(9) Valuation/appraisal fees	2i(9)		
(10) Other trustee fees and expenses	2i(10)		
(11) Other expenses	2i(11)		
(12) Total administrative expenses. Add lines 2i(1) through (11)	2i(12)		85982
j Total expenses. Add all expense amounts in column (b) and enter total	2j		5123480

Net Income and Reconciliation

k Net income (loss). Subtract line 2j from line 2d	2k		-4197714
l Transfers of assets:			
(1) To this plan	2l(1)		
(2) From this plan	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) Unmodified (2) Qualified (3) Disclaimer (4) Adverse

b Check the appropriate box(es) to indicate whether the IQPA performed an ERISA section 103(a)(3)(C) audit. Check both boxes (1) and (2) if the audit was performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d). Check box (3) if pursuant to neither.

(1) DOL Regulation 2520.103-8 (2) DOL Regulation 2520.103-12(d) (3) neither DOL Regulation 2520.103-8 nor DOL Regulation 2520.103-12(d).

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: REILLY, PENNER & BENTON, LLP

(2) EIN: 39-0747409

d The opinion of an independent qualified public accountant is **not attached** as part of Schedule H because:

(1) This form is filed for a CCT, PSA, DCG or MTIA. (2) It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l. DCGs do not complete lines 4e, 4f, 4k, 4l, and 5, and DCGs generally complete the rest of Part IV collectively for all plans in the DCG, except as otherwise provided (see instructions).

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.)		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)		X	
e Was this plan covered by a fidelity bond?	X		500000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)		X	
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)		X	
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	X		
l Has the plan failed to provide any benefit when due under the plan?		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)		X	
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year? Yes No
 If "Yes," enter the amount of any plan assets that reverted to the employer this year 0.

5b 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.)

5b(1) Name of plan(s)	5b(2) EIN(s)	5b(3) PN(s)

5c Was the plan a defined benefit plan covered under the PBGC insurance program at any time during this plan year? (See ERISA section 4021 and instructions.) Yes No Not determined

If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year _____.

SCHEDULE R (Form 5500) <small>Department of the Treasury Internal Revenue Service</small> <small>Department of Labor Employee Benefits Security Administration</small> <small>Pension Benefit Guaranty Corporation</small>	Retirement Plan Information This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code). ▶ File as an attachment to Form 5500.	OMB No. 1210-0110 2024 This Form is Open to Public Inspection.
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For calendar plan year 2024 or fiscal plan year beginning 01/01/2024 and ending 12/17/2024

A Name of plan <u>MANDLI COMMUNICATIONS, INC. 401(K) PROFIT SHARING PLAN AND TRUST</u>	B Three-digit plan number (PN) ▶	<u>001</u>
C Plan sponsor's name as shown on line 2a of Form 5500 <u>MANDLI COMMUNICATIONS, INC.</u>	D Employer Identification Number (EIN) <u>39-1480132</u>	

Part I	Distributions
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All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions.....

1		0
---	--	---

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):
 EIN(s): 84-0467907

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year.....

3	
---	--

Part II	Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)
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4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? Yes No N/A
If the plan is a defined benefit plan, go to line 8.

5 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 ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____
If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6 a Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived)	6a	
b Enter the amount contributed by the employer to the plan for this plan year	6b	
c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount).....	6c	

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline?..... Yes No N/A

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? Yes No N/A

Part III	Amendments
-----------------	-------------------

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box..... Increase Decrease Both No

Part IV	ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.
----------------	---

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? Yes No

11 a Does the ESOP hold any preferred stock? Yes No

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) Yes No

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? Yes No

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that (1) contributed more than 5% of total contributions to the plan during the plan year or (2) was one of the top-ten highest contributors (measured in dollars). See instructions. Complete as many entries as needed to report all applicable employers.

a Name of contributing employer _____

b EIN _____ **c** Dollar amount contributed by employer _____

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: Hourly Weekly Unit of production Other (specify): _____

a Name of contributing employer _____

b EIN _____ **c** Dollar amount contributed by employer _____

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: Hourly Weekly Unit of production Other (specify): _____

a Name of contributing employer _____

b EIN _____ **c** Dollar amount contributed by employer _____

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: Hourly Weekly Unit of production Other (specify): _____

a Name of contributing employer _____

b EIN _____ **c** Dollar amount contributed by employer _____

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: Hourly Weekly Unit of production Other (specify): _____

a Name of contributing employer _____

b EIN _____ **c** Dollar amount contributed by employer _____

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: Hourly Weekly Unit of production Other (specify): _____

a Name of contributing employer _____

b EIN _____ **c** Dollar amount contributed by employer _____

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: Hourly Weekly Unit of production Other (specify): _____

14 Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:

a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants: <input type="checkbox"/> last contributing employer <input type="checkbox"/> alternative <input type="checkbox"/> reasonable approximation (see instructions for required attachment).....	14a	
b The plan year immediately preceding the current plan year. <input type="checkbox"/> Check the box if the number reported is a change from what was previously reported (see instructions for required attachment).....	14b	
c The second preceding plan year. <input type="checkbox"/> Check the box if the number reported is a change from what was previously reported (see instructions for required attachment).....	14c	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	15a	
b The corresponding number for the second preceding plan year	15b	

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	16a	
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers.....	16b	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment

19 If the total number of participants is 1,000 or more, complete lines (a) and (b):

a Enter the percentage of plan assets held as:
 Public Equity: _____% Private Equity: _____% Investment-Grade Debt and Interest Rate Hedging Assets: _____%
 High-Yield Debt: _____% Real Assets: _____% Cash or Cash Equivalents: _____% Other: _____%

b Provide the average duration of the Investment-Grade Debt and Interest Rate Hedging Assets:
 0-5 years 5-10 years 10-15 years 15 years or more

20 PBGC missed contribution reporting requirements. If this is a multiemployer plan or a single-employer plan that is not covered by PBGC, skip line 20.

a Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 greater than zero? Yes No

b If line 20a is "Yes," 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: _____

Part VII IRS Compliance Questions

21a 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

21b 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

22 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 Q703912A.

Plan	Mandli Communications, Inc. 401(k) Profit Sharing Plan and Trust
Sponsor	Mandli Communications, Inc.
EIN	39-1480132
PN	001

Statement of reasonable cause

This plan was terminated and all assets distributed on 12/17/2024.

The Sponsor has declared bankruptcy and is in a receivership. Case number is 2025CV000907 filed for the control of the assets. No records are available to do an audit and no funds are available.

d) The Motion seeks the appointment of DeMarb of Swanson Sweet LLP to serve as receiver of all of the property and assets of Debtors, with all proceeds, products, accessions, and additions to such property (together, the "Receivership Property").

e) The Court finds that DeMarb is qualified to serve as the receiver of the Receivership Property, and as an officer of the Court.

IT IS HEREBY ORDERED AS FOLLOWS:

Appointment of Receiver

1. DeMarb is appointed pursuant to Wis. Stat. § 128.08 to serve as receiver of the Receivership Property, effective immediately upon the entry of this Order (the "Commencement Date").

Acceptance of Receivership

2. Within ten (10) days of the date of this Order, the Receiver shall file her acceptance of the assignment in writing pursuant to Wis. Stat. § 128.05. This Order is effective immediately, and DeMarb will not assume the powers and responsibilities set forth in this Order until the filing of her acceptance of the receivership.

Power of the Receiver

3. The Receiver is authorized to direct and take immediate possession and full control of Debtors and to take such other actions as the Receiver deems reasonable and appropriate to take possession, to exercise full control over, to prevent waste, and

to preserve, manage, secure and safeguard Debtors and all of their real estate (“**Real Property**”) and personal property (including all bank accounts, accounts receivable, equipment, furniture, vehicles, intellectual property, and all assets used in the business operations of Debtors (the “**Personal Property**” and together with the Real Property, the “**Receivership Property**”). None of the creditors of Debtors or Debtors shall have either possession or control of, or any right to income derived from Debtors until further order of the Court. The Receiver shall have all the usual and customary powers of a receiver appointed pursuant to Chapter 128 of the Wisconsin Statutes, including but not limited to the power to:

- a) Maintain, secure, manage, operate, repair and preserve the Receivership Property;
- b) Change any and all locks to the Receivership Property and, if appropriate, limit access to some or all of the Receivership Property;
- c) Assume control over the Receivership Property and to collect and receive all rents and other income;
- d) Prepare and maintain complete books, records, and financial reports of the Receivership Property, including but not limited to, operating statements, income statements, balance statements and all other statements prepared for the Receivership Property;
- e) Retain, hire, or discharge on-site employees (none of whom are or shall be deemed to be employees of Receiver) and without any liability to the

Receiver, including but not limited to, liability related to unpaid but accrued sick time, unpaid but accrued vacation time, unpaid but accrued overtime and/or any and all other liabilities related to unemployment and/or worker's compensation claims, and to establish pay rates for any on-site employees;

f) Review existing workers' compensation, disability, general liability, "all risks" hazard, and all other insurance policies and to retain, modify, cancel or purchase such insurance, and name the Receiver as additional insureds, as the Receiver deems appropriate for the Receivership Property's preservation and protection. Any refund or return of an unearned premium shall be paid to Receiver and be property of Receivership Estate;

g) Issue demands in the name of the Receivership Estate upon the U.S. Postal Service, or any other public or private entity, to gain exclusive possession and control of such postal boxes as may have been used by Debtors and/or their agents for the receipt of rent, income, and other mail related to the Receivership Property. The Receiver is authorized to open all mail addressed to Debtors, their agents, employees or representatives, or all persons or entities acting under or in concert with Debtors or their management company.

h) Operate the Receivership Property under any existing name or trade name (or new name, if the Receiver deems appropriate to do so);

i) Seek assistance of law enforcement officials as necessary to preserve the peace and protect the Receivership Property;

j) Succeed to all of the rights of the Debtors in any and all contracts in place as of the date of this Order, subject to the provisions of Wis. Stat. §§ 128 *et seq.*, but not the obligations of the Debtors, as well as to modify or terminate existing leases and contracts to which any of the Debtors are a party, including listing agreements;

k) Use Lake Ridge Bank as a depository for any funds which may come into possession from the sale or liquidation of the Receivership Property, or for other funds received by it during the administration of the Case. Such accounts will be held in the name of Mandli Communications, Inc. ("MCI") and will use the existing tax identification number of MCI;

l) Commence or continue litigation or other proceedings regarding any claims or causes of action now existing in favor of any or all of Debtors or which arise during the course of the Receivership and inure to the benefit of the estate;

m) Enforce, collect, settle, compromise, sell, or dispose of any accounts receivable, rents receivable, claims, demands, and causes of action existing in favor of any or all of Debtors, and to settle and compromise any and all claims against any or all of the Debtors;

n) Assert rights, claims, causes of action, or defenses that relate to the Receivership Property;

o) Seek and obtain instruction from the Court with respect to any matter relating to the Receivership Property, the exercise of the Receiver's powers, or

the performance of the Receiver's duties, particularly the sale of the assets of the Debtors on an expedited basis, if necessary to preserve assets of the Receivership;

p) Seek the authorization of the Court to use, improve, sell, or lease the Receivership Property, following notice and the opportunity for hearing for such for any sale of Receivership Property with value in excess of \$10,000.00, free and clear of all liens;

q) Maintain in the Receiver's name or in the name of any of the Debtors any action to enforce any right, claim, cause of action, or defense;

r) Intervene in actions in which any of the Debtors are a party for the purpose of exercising the powers in this Paragraph 3 or request transfer of venue of any action to this Court;

s) Compel any person or party, including any party to this action, by subpoena pursuant to Wis. Stat. § 805.07, to give testimony or to produce and permit inspection and copying of designated books, documents, electronically stored information, or tangible things with respect to the Receivership Property or any other matter that may affect the administration of the Receivership;

t) Collect, control, manage, conserve, and protect the Receivership Property;

u) Conduct any business at or with the Receivership Property in the ordinary course of the business, including the use, sale, or lease of property of the business or otherwise constituting the Receivership Property, the incurring and

payment of expenses of the Receivership Property and payment of expenses incurred prior to the Receiver's appointment;

v) Execute, acknowledge, and deliver all agreements, leases, contracts, bills of sale, assignments, releases, deeds, conveyances, transfers, and other documents necessary and proper to carry out the Receivership;

w) Incur and pay expenses incidental to the Receiver's exercise of the powers or otherwise in the performance of the Receiver for the period from the Commencement Date through the discharge of the Receiver or the termination of the Case;

x) Operate Receivership Property using any and all of the existing sales, use, environmental, or regulatory operating licenses and permits of any of the Debtors;

y) Keep and maintain all deposit accounts, brokerage accounts, and investment accounts previously kept and maintained by any of the Debtors including, without limitation, the power to act for all purposes as the Debtors;

z) Take all actions and execute all agreements, notices, declarations, applications, and other documents as reasonably necessary or appropriate to achieve and maintain compliance or resolve matters of noncompliance with applicable laws, including obtaining, preserving, amending, extending, and maintaining any and all federal, state, and local governmental agency environmental, regulatory and tax

permits, licenses, certificates and authorizations necessary to operate the Receivership Property;

aa) Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

bb) Exercise any election available to the principal under federal, state, local, or foreign tax law;

cc) Take all actions and execute all agreements, notices, declarations, and documents necessary to dissolve the Debtors under applicable law prior to the termination of the Case;

dd) Hold priority as if it were a creditor that obtained a judicial lien at the time of appointment pursuant to Wis. Stat. § 128.08 on all Receivership Property, as more fully set forth in Wis. Stat. Ch. 128;

ee) Abandon to the applicable Debtor any Receivership Property that is burdensome or is not of material value to the Receivership, in the sole judgment of the Receiver;

ff) Object to any claim; and

gg) Enforce all provisions of this Order.

Bond

4. The surety bond from the Receiver shall be issued by an insurance carrier in the amount of \$10,000.00. The bond will be allowed to stand until assets

come into the possession of the Receiver exceeding this value; the premium for such bond may be taken from the assets that come into the Receiver's possession. The Receiver will file proof of the bond with the Court upon issuance and within ten (10) days of the date of this Order, pursuant to Wis. Stat. § 128.09. The filing of the bond shall not delay the appointment of the Receiver, and the Receiver shall take control of the Receivership Property immediately upon the entry of this Order.

Notice and Filing of Claims

5. The Receiver shall give notice of this Order to all known creditors or owners of claims against the Debtors and all contract counterparties of the Debtors, by mail and by publication, as a Class III Notice under Wis. Stat. Ch. 985, in Dane County, Wisconsin, and including notice to all relevant governmental agencies and taxing authorities.

6. The Notice required above shall direct all creditors and claimants to file their claims within three (3) months of the date of the Notice, with the Dane County Clerk of Circuit Court. The Notice shall direct that all creditors and claimants failing to timely file and serve their claims shall be barred from participating in any dividend payable to creditors.

Stay

7. Debtors, along with their agents, directors, owners, members, and officers are enjoined and restrained from transferring, encumbering, or otherwise disposing of any of the Debtors' assets.

8. All creditors and claimants of the Debtors are enjoined and restrained, without further order of the Court, from (a) commencing or prosecuting any action or proceeding against any of the Debtors; (b) continuing to prosecute any action or proceeding currently pending against any Debtor, except for these proceedings; (c) creating, perfecting, or enforcing any judgement or lien against Receivership Property; (d) exercising control over Receivership Property; (e) taking any action to collect, assess or recover a claim against any of the Debtors that arose before the Commencement Date; (f) from setting off any debt owing to any of the Debtors that arose before the Commencement Date against amounts owed to the Debtors (either owing before or after the Commencement Date). The Notice required above shall notify all creditors and claimants of this injunction.

Sale of Assets

9. The Receiver is authorized to negotiate with appropriate parties for the sale of all or a portion of the Debtors' assets, consistent with the best interests of the creditors and claimants. If the Receiver completes the negotiation of a sale and has received, in writing, an acceptable written offer to purchase all or a portion of the Debtors' assets, then it shall give notice of the existence of the proposed sale, the terms

of the proposed sale, and the timing of any closing. The Receiver shall give such notice (a) to all known creditors of the Debtors if such notice is given before the expiration of the deadline for creditors to file proofs of claim; and (b) to all parties filing proofs of claim if the notice is given after expiration of the deadline for creditors to file proofs of claim. The sale notice shall give a reasonable deadline to object, in writing, to the proposed sale. If no objection is timely filed, the Court will enter an order authorizing the Receiver to sell the assets in accordance with the notice, without need for further hearing on the motion. If an objection to the sale is timely filed, the Court will schedule a hearing on the proposed sale at the earliest convenient date and time on the Court's calendar.

Duties of Debtors

10. Debtors shall file a verified list of their assets and liabilities within ten (10) days of the date of this Order, and shall turn over to the Receiver or her designee all of their books and records within three (3) days of the date of this Order, including, but not limited to, information regarding all outstanding obligations/contracts, including those that are pending, have been completed within the last six (6) months, and/or still have outstanding accounts with the Debtors, the corresponding names of all vendors, tenants, and contractors, if any, including address and the status of those obligations and copies of all contracts regarding same.

11. Debtors shall assist and cooperate fully with the Receiver and her designees in the administration of the receivership and the Receivership Property,

and otherwise perform those duties set forth in Wis. Stat. Ch. 128.

12. Debtors, their manager(s), owners, and all of their respective employees are ordered to cooperate with the Receiver in the transition of the management of Debtors to the Receiver and shall turn over to the Receiver all of the following pertaining to the Receivership Property:

- (a) Debtors' W-9 and federal employer identification number;
- (b) All keys, access codes, alarm codes, police and security codes, passwords, user IDs, social media account information and website access;
- (c) Any tenant ledgers/leases along with tenant contact names, e-mail addresses and telephone numbers and all communication and correspondence files;
- (d) Documents pertaining to all contracts, new leases, or renewals;
- (e) The petty cash fund, if any;
- (f) A list of any and all bank accounts in the name of or used by Debtors, including the name or names of the institutions in which the accounts are located, any and all account numbers, access codes and login information for each account, and monthly statements for each account for the last 12 months, and parties will cooperate with the Receiver in instructing and directing each institution in which the accounts are located to provide to the Receiver such required monthly statements and will sign all consent and release forms necessary for Receiver to obtain these statements from each institution if required;

- (g) All security deposits, security deposits accounts, and accounting for all security deposits;
- (h) Aged account receivables or delinquency report;
- (i) An aged listing of all trade payables and other payables;
- (j) A copy of any records relating to operating expenses and a list of historical common area maintenance charges and operating expenses for the business;
- (k) A list of utilities and utility accounts;
- (l) Tax parcel numbers for the Real Property, property taxes and property tax appeals and login information for Debtors' State of Wisconsin tax account for the Property, if any;
- (m) Year-end 2024 operating statement and year-to-date 2025 operating statement;
- (n) All on-site employee payroll records and employee files and applications;
- (o) An inventory of all equipment, furniture, vehicles and related titles, and supplies for the Receivership Property;
- (p) All existing service contracts;
- (q) All insurance policies and related policies and records (i.e. general liability, property and casualty, umbrella, life, auto, liquor liability, worker's compensation) for the Receivership Property, including payee and insurance

company information, account or policy numbers, and insurance agent contact information (address, phone, e-mail) for each policy, if different and any and all insurance loss histories and claims on the Receivership Property for the last 3 years;

(r) Site plans, surveys, specifications, floor plans, drawing, measurements, etc. for the Real Property;

(s) All documents, books, records and computer files, computer equipment, software, management files, equipment, furniture, supplies and all passwords needed to access such software and computer files, email accounts maintained for the Receivership Property (and all off-site financial records) including, but not limited to, all records concerning the Income, and the operation and management of Debtors;

(t) Any and all revenue collected or derived from the Property after the effective date of this order; and

(u) Such other records pertaining to the management of the Receivership Property as may be reasonably requested by the Receiver.

Turnover of Receivership Property and Effect of Order

13. Each and every person having possession, custody, or control of Receivership Property, and their agents, shall cooperate with the Receiver upon the entry of this Order by immediately:

- a) Surrendering to the Receiver, or her designee, physical possession of all Receivership Property, and all books, records, documents, and information pertaining to the Receivership Property;
- b) Providing the Receiver, or her designee, with all keys and other access devices relating to the Receivership Property; and
- c) Delivering to the Receiver, or her designee, all Receivership Property and all titles thereto, records, accounts, and cash in the parties' possession, custody, or control relating to the operations, ownerships, or management of any of the Debtors and the Receivership Property, including, without limitation, all files, maintenance files, employee records, insurance records, contracts, leases, financial books and records, security deposits, credit card receipts, advance payments, bank accounts, savings accounts, and checking accounts, including the electronic versions of any such property held in electronic form, and the Debtors' accounting systems.

14. Upon presentation of this Order, all persons or entities, including banks, insurance companies, credit unions, investment companies, and all other parties controlling possession of any portion of the Debtors' property, shall cooperate with the Receiver in obtaining control over any such property.

15. All persons or entities, including banks, insurance companies, credit unions, investment companies and all other parties controlling possession of property of any of the Debtors or their receipts shall cooperate with the Receiver on obtaining control over the same. Upon presentation of this Order, all such persons or entities

shall turn over all funds, operating bank accounts and/or safe deposit boxes owned or controlled by any of the Debtors to the Receiver without delay and delete all designated signors on the bank account.

16. Interested parties shall fully cooperate with the Receiver in adding the Receiver as an additional named insured and the Receiver as the loss payee on all insurance relating to the operation and management of the Receivership Property including, but not limited to, fire, extended coverage, property damage, liability, fidelity, errors and omissions, and workers' compensation, and modifying the policies if deemed appropriate by the Receiver, but subject to approval for any modifications to insurance. Debtors and their property managers, employees, and agents are prohibited from cancelling, reducing, or modifying any and all insurance coverage in existence with respect to the Receivership Property. As of the Commencement Date, any insurance company making payment to any of the Debtors for any claims or for returns of any refund of premium to the Debtors is ordered to pay the same to the Receiver, and the receipt by the Receiver of such amounts shall operate as a discharge to the said insurance company to the extent of the amount paid. Debtors, their representatives, and/or any other persons or entities in possession of such insurance payments received, but not cashed, prior to the date of entry of this Order, shall properly endorse any checks and send such insurance payments/proceeds via overnight delivery to the Receiver. In the event that any of the Debtors receive or come into possession of any such insurance payments, either claims based or

representing a return of premium after entry of this Order, those payments shall be turned over to the Receiver immediately. All such insurance companies, whether named herein or otherwise, are hereby enjoined and restrained from paying such claims or making payments of premium refunds of any of the Debtors to any person other than the Receiver.

Title

17. Pursuant to Wis. Stat. § 128.19(1), the Receiver is vested with title to the Receivership Property as of the date of filing of the Petition.

Instructions

18. The Receiver is authorized to seek instructions from the Court on an expedited basis regarding any matters which are not anticipated by the authority granted to the Receiver.

Payment of Pre-Receivership Obligations/Borrowing

19. The Receiver may, but shall not be required to, authorize the payment of any obligations of the Debtors which arose prior to the date of this Order if doing so is in the best interests of the Receivership Estate in the Receiver's best business judgement. The Receiver shall not be obligated to advance any funds to pay any expense or other liabilities of the Debtors. The Receiver may, in an official capacity, incur debt on a secured or unusual basis post appointment in order to continue the operation of the business pending a sale of the assets.

Liability of Receiver

20. The Receiver, her agents, and professionals engaged by the Receiver shall not be liable to the Debtors, their members, any creditors or other parties in interest, for any that she may do or omit to do, or for any conduct whatsoever except only for conduct taken in bad faith. The Receiver does not assume any liability under any executory contract(s) or expired lease(s) of any of the Debtors, including, without limitation, any lease of real or personal property or professional agreement.

21. The Receiver is hereby appointed as an officer of the Court and shall have immunity from personal liability as is afforded such officers under Wisconsin law, including, but not limited to immunity from personal liability for acts or omissions undertaken as Receiver within the scope of her authority as set forth herein or as otherwise defined by law or by statute.

22. The Receiver, her agents, and professionals engaged by the Receiver may not be sued, except as otherwise consented to by the Receiver, without the prior permission of this Court.

23. The Receiver shall not be deemed in any way to be an owner of the Receivership Property. The Receiver shall not be personally liable for any obligations of the Debtors relating to the Receivership Property that arise after entry of this Order, including, without limitation, any contingent or unliquidated obligations. Liabilities incurred by the Receiver in her capacity as Receiver pursuant to this Order shall be

liabilities of the Receivership and not personal liabilities of Receiver. The Receiver shall not be obligated to advance any funds to pay any such liabilities.

24. The Receiver, her agents, and professionals engaged by the Receiver, in the performance of their duties, shall not be deemed in any way to be a responsible person, owner or operator with respect to the operation or management of any of the Receivership Property, as such terms are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. § 9601, *et seq.*, as amended, or any similar federal or state statute. In her capacity as Receiver, her agents, and professionals engaged by the Receiver, shall have all protections available to a “fiduciary” under applicable federal and state laws, including, without limitation, derivative judicial immunity. The Receiver and her officers, directors, members, employees, agents, representatives, and all professionals engaged by the Receiver, shall have no personal liability for any claims or damages, including, but not limited to, environmental claims, remediation, cleanups, or corrective actions, whether arising before or after the entry of this Order, or in connection with the Receivership Property, the operations thereof, or any of the Receiver’s duties. Nothing in this Order shall in any way be construed or interpreted to impose or allow the imposition upon the Receiver of any liability for any claims arising from the pre-commencement or post-commencement activities of the Receiver or her officers, directors, members, employees, agents, representatives, and professionals engaged by the Receiver, along with their successors and assigns.

25. The Receiver shall not, by exercise of any authority under this Order, be deemed to possess or control, nor hold title to the subsurface of any property, nor any hazardous waste or hazardous substance. The terms “hazardous waste” and/or “hazardous substance” mean those substances which are regulated by, or form the basis of liability under, any federal, state, or local environmental laws, including, without limitation, asbestos, polychlorinated biphenyls (“PCBs”), and radioactive substances, or any other material or substance which has in the past, or could in the future, constitute a health, safety, or environmental risk.

Receiver’s Discretion

26. To the extent that the funds available to the Receiver as described in this Order are insufficient to pay the costs and expenses that the Receiver is directed or authorized to pay, and to perform her duties, under this Order, the Receiver is authorized to allocate available amounts to paying such costs and expenses and the cost of performing such duties as the Receiver may reasonably determine, and to the extent other costs and expenses are not capable of payment or duties are not capable of performance by reason of such lack of funds, the Receiver shall be relieved from paying or performing the same.

Services and Utilities

27. All financial institutions, credit card processors, insurance agents or underwriters, utility providers, vendors, suppliers, trades, material men, service providers, franchisors, taxing agencies, and all government agencies and departments

are hereby ordered to take direction from the Receiver as it relates to the accounts of the Receiver and to surrender any and all funds held on deposit or apply said funds as directed by the Receiver.

28. Utility companies and other providers of utility services, including, but not limited to, electricity, gas, water, sewage, garbage, television cable, and telephone are forbidden to discontinue, alter, or refuse service, or discriminate against the Receiver, or require payment of a deposit or receipt of other security from the Receiver, unless otherwise ordered by the Court.

29. The Receiver is authorized to open new customer accounts with each utility that provides services to the Receivership Property or the Receiver, to enter into agreements with utility service providers (including, without limitation, fuel supply agreements), or to require or cause the Debtors to name the Receiver as an authorized user of any of the existing utility accounts for the Receivership Property.

Professionals, Fees and Expenses

30. Without the necessity of prior Court approval, the Receiver shall be compensated at her standard hourly rates, including the hourly rate for Rebecca DeMarb, which currently is \$495.00 per hour, and which is adjusted on an annual basis, and to charge for travel time at regular hourly rates. Without further notice or prior Court approval, the Receiver shall be entitled to engage her firm, Swanson Sweet LLP ("Swanson Sweet"), and to engage Development Specialists, Inc. ("DSI") as her assets and operations managers, with fees for the professionals to be paid at

their regular hourly rates. In addition to the fees, the Receiver, Swanson Sweet, and DSI shall be reimbursed for reasonable business and travel expenses associated with the Receivership. Use of personal automobiles may be billed at the rate set forth in the Internal Revenue Code. Legal, selling costs, appraisal fees, parking, photocopies, and other reasonable expenses shall be reimbursed at the Receiver's cost. The Receiver may pay and reimburse herself, Swanson Sweet, and DSI with funds generated through loans from lender and from the operation, sale, and liquidation of the Receivership Property.

31. The Receiver is authorized to employ, at her discretion, without the prior approval of the Court, such appraisers, managers, liquidators, accountants, attorneys, financial advisors, management consultants, business and/or real estate brokers, and other professional persons (collectively, "Professionals") as shall be deemed necessary by the Receiver to the administration of the Receivership. In the event the Receiver retains Professionals, notice shall be given to the Court, and such other parties who make an appearance in this case, of the Receiver's intent to retain Professionals, and the type of work to be performed by the Professionals. Final compensation of Professionals shall be determined by an order of the Court after a proper motion by the Receiver or the Professionals requesting final approval of fees and costs, with due notice of the motion being sent to all interested parties. The

Receiver is, however, authorized to pay Professionals subject to final approval of the Court, on an interim basis, subject to recoupment and disgorgement.

32. As applicable, fees of all Professionals shall be treated as administrative costs pursuant to Wis. Stat. § 128.17(1)(b). Any party paying the fees of all Professionals shall have an administrative claim in the amount of such payments.

Taxes

33. Notwithstanding anything in this Order to the contrary, the Receiver will have no obligation to prepare or file any tax returns or reports with any governmental entity, which will remain the responsibility of the Debtors. The Receiver will provide information reasonably available to it to the Debtors for purposes of enabling the Debtors to prepare and file tax returns and reports.

34. The Receiver and the Debtors shall account for the revenue and expenses of the Debtors under Debtors' tax identification number.

35. For purposes of the Corporate Transparency Act, if it is applicable, the Receiver's FINCEN Number is 3000-0039-9757.

Discharge

36. Pursuant to Wis. Stat. § 128.20(2), the Receiver shall be discharged, and the Receiver's bond cancelled, upon compliance with the final order of the Court approving final settlement of the account.

Exclusive Jurisdiction

37. The Receiver is subject to personal jurisdiction of the Court. This Court retains exclusive jurisdiction to interpret, construe, enforce, and implement the terms and provisions of this Order in all respects, including, but not limited to, retaining jurisdiction to (a) compel all of the Debtors' assistance and cooperation with the Receiver; (b) compel delivery of utility services to the Receiver and/or the Receivership Property; (c) compel the service entities listed in this Order to take direction from the Receiver as it relates to the accounts of the Debtors, and (d) resolve any disputes arising under or related to this Order.

Effectiveness of Order

38. The Receiver may, from time to time, and as needed, apply for such other and further relief as may be deemed just and equitable.

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