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

2025

This Form is Open to Public Inspection

Part I Annual Report Identification Information

For calendar plan year 2025 or fiscal plan year beginning 01/01/2025 and ending 12/31/2025

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
KMA ENERGY LLC 401(K) PROFIT SHARING PLAN & TRUST

1b Three-digit plan number (PN) ▸ 001

1c Effective date of plan 04/01/2022

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)
KMA ENERGY LLC

1470 SAINT JOHNS CHURCH RD
CONCORD, NC 28025-1338

2b Employer Identification Number (EIN) 84-2008945

2c Sponsor's telephone number 704-280-0407

2d Business code (see instructions) 238210

3a Plan administrator's name and address [ ] Same as Plan Sponsor.

ERISA FIDUCIARY SERVICES, INC.
1373 VETERANS HIGHWAY
SUITE 10
HAUPPAUGE, NY 11788

3b Administrator's EIN 47-1637791

3c Administrator's telephone number 631-249-0500

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	**5a**	7
b Total number of participants at the end of the plan year	**5b**	9
c(1) Number of participants with account balances as of the beginning of the plan year (only defined contribution plans complete this item)	**5c(1)**	7
c(2) Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**5c(2)**	6
d(1) Total number of active participants at the beginning of the plan year	**5d(1)**	7
d(2) Total number of active participants at the end of the plan year	**5d(2)**	8
e Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested	**5e**	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	Filed with authorized/valid electronic signature.	05/15/2026	MICHAEL CRESS
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	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.) .... [X] 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.) .... [X] 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	120982	163348
b	Total plan liabilities	7b	0	0
c	Net plan assets (subtract line 7b from line 7a)	7c	120982	163348

8	Income, Expenses, and Transfers for this Plan Year		(a) Amount	(b) Total
a	Contributions received or receivable from: (1) Employers	8a(1)	11688	
	(2) Participants	8a(2)	21216	
	(3) Others (including rollovers)	8a(3)	0	
b	Other income (loss)	8b	21908	
c	Total income (add lines 8a(1), 8a(2), 8a(3), and 8b)	8c		54812
d	Benefits paid (including direct rollovers and insurance premiums to provide benefits)	8d	10399	
e	Certain deemed and/or corrective distributions (see instructions)	8e	0	
f	Administrative service providers (salaries, fees, commissions)	8f	2047	
g	Other expenses	8g	0	
h	Total expenses (add lines 8d, 8e, 8f, and 8g)	8h		12446
i	Net income (loss) (subtract line 8h from line 8c)	8i		42366
j	Transfers to (from) the plan (see instructions)	8j	0	

Part IV Plan Characteristic Codes

9a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristic Codes in the instructions:
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		20000
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	
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 08 / 31 / 2020 (MM/DD/YYYY) and the Opinion Letter serial number Q704150A.

Exhibit D: Subcontractor Application for Payment

NARENCO
National Renewable Energy Corporation

National Renewable Energy Corporation
227 Southside Drive, Suite B
Charlotte, NC 28217

Application Date: 8-24-22
Contract Date:
Invoice #: 1

Page 1 of 2 pages

Submitted From: KMA Energy
Project Name / No: Bainbridge Solar
Payment Application # 1 Period From: 8/1/22 To: 8/31/22

STATEMENT OF CONTRACT AMOUNT:

1. Original Contract Amount $ 350,320.00
2. Net Change by Change Orders $
3. Contract Sum to Date (line 1 + 2) $ 350,320.00
4. Total Completed & Stored to Date (G) $ ~~350,320.00~~ MC 313,282.00 MC
5. Retainage: 10 % of Completed Work (D + E) $ 31,328.20
   10 % of Stored Material (F) $
   Total Retainage: (I) $ 31,328.20
6. Total Earned Less Retainage (line 4 – 5) $ 281,953.80
7. Less Prior Payment Applications (line 6 from previous apps) $
8. **CURRENT PAYMENT DUE THIS APPLICATION** $ 281,953.80
9. Balance to Finish Including Retainage $ 68,366.20

SUBCONTRACTOR'S AFFIDAVIT AND WAIVER AND RELEASE OF LIENS AND/OR CLAIMS

The undersigned Subcontractor certifies that the work covered by this Application For Payment and all work completed to date has been completed in accordance with the Contract Documents. The undersigned Subcontractor further certifies that to the best of its knowledge, information, and belief, all suppliers of material and equipment, all sales taxes, all performers of work, labor or services, who have or may have liens or claims of any kind against any property of the Owner arising in any manner out of the performance of the Subcontractor referenced above, have been paid. The undersigned Subcontractor further certifies that the "TOTAL COMPLETED" on line 6 above represents all compensation that Subcontractor is entitled to pursuant to the subcontract agreement for work completed to date, including all Changes in the Work and extras or additional costs of any kind and that there are no outstanding claims by or on behalf of Subcontractor against the Owner or the Contractor for any additional money, costs or damages or claims arising from delay, from the denial or the granting any Change Order, or from claims of any kind or nature except for the remaining balance to be due under the Subcontract Agreement as fully detailed above in the Statement of Contract Amount. Subcontractor acknowledges Contractor's right under the Subcontract Agreement to reduce the amounts on this Application For Payment, including the amount of payment, and pay a lesser amount, if Contractor determines that the value billed for by Subcontractor is greater than the value of work actually completed to date; and Subcontractor agrees that, per the terms of the Subcontract Agreement, if it does not object in writing within five (5) days of the later of receipt of notice by the Contractor of the reduction or receipt of payment, it consents to Contractor's reduction. THE UNDERSIGNED SUBCONTRACTOR, ITS PRINCIPALS AND OFFICERS, UNDERSTAND THAT THE OWNER AND CONTRACTOR ARE RELYING ON THIS CERTIFICATION TO MAKE THIS PAYMENT AND UPON RECEIPT OF PAYMENT DUE UNDER THIS APPLICATION, as may be adjusted by the Contractor in accordance with the Subcontract Agreement, the undersigned Subcontractor's liens, and/or claims including, but not limited to, any right to or claim of lien, bond claim or claim for payment on the above-described project and premises or funds owed to Contractor on account of labor or materials, or both, furnished by the undersigned Subcontractor prior to the date of this Application for Payment are waived and released to the extent of payments received under this and any prior Applications for Payment save and except for the amount reflected as Retainage withheld, if any, and pending change orders/claims submitted in writing to Contractor pursuant to the terms of the Subcontract Agreement.

Signed: Mike Cress
By: MIKE CRESS
Title: ~~[illegible]~~ MEMBER
Date: 8-24-22

State of: North Carolina County of: Cabarrus
Subscribed and sworn to before me this 24 day of August, 2022
Signed: Faye L Zarnati
Notary Public Printed Name: Faye L Zarnate
My Commission Expires: March 3, 2027

FAYE L ZARNATE NOTARY PUBLIC CABARRUS COUNTY, NC My Commission Expires March 3, 2027

(SEAL)

Schedule C Subcontractor Form 7-2013

PERSONAL GUARANTY

Proposal or Project No.: 22-06-03349.00

Proposal Date: August 30, 2022

Client: KMA Energy LLC.

Guarantor: Mike Cress

In order to induce **TTL, Inc.** to perform the services described in the Proposal referenced above and any and all amendments thereto and substitutions therefore made hereafter, the undersigned Guarantor hereby unconditionally and irrevocably guaranties the full and prompt payment of any and all invoices relating to the Proposal submitted by **TTL, Inc.** to the Client, whether before, with or after the execution of this Guaranty.

The obligations of the Guarantor shall not be impaired, diminished or discharged, in whole or in part, by any extension of time granted by **TTL, Inc.**, by any waiver, change, modification, or amendment of any of the provisions and terms of the Proposal, by any delay of **TTL, Inc.** in enforcing any right or remedy it may have, by any course of dealing between **TTL, Inc.** and the Client, by the unenforceability of any provision of the Proposal or any other agreement or contract between **TTL, Inc.** and the Client for any reason whatsoever, by the release of the Client or any other Guarantor, or by any other act, omission, event or circumstance which might operate to discharge the Client or any other Guarantor in whole or in part or which might operate as a defense, in whole or in part, to any obligation of the Client or any other Guarantor or which might invalidate, in whole or in part, any other Guaranty.

Guarantor agrees to all terms and conditions of the Proposal or Project. All requirements and obligations of the Client shall also be obligations of the Guarantor.

This Guaranty is a guaranty of payment and performance and not of collection. **TTL, Inc.** shall not be required to resort to or pursue any of its rights or remedies under or with respect to the Proposal or any other agreement between **TTL, Inc.** and Client or any other Guaranty before pursuing any of its rights or remedies under this Guaranty. **TTL, Inc.** may pursue its rights and remedies in such order as it determines. Guarantor waives any notice of acceptance or default by Client, and confirms that separate actions may be prosecuted against Guarantor whether or not brought against Client.

This Guaranty and the obligations of the undersigned shall be governed by and construed in accordance with the laws of the State of Alabama. Any action relating to the enforcement of this Guaranty shall be brought in a Court of competent jurisdiction in Tuscaloosa County, Alabama. Guarantor hereby consents to the personal jurisdiction of any such Court. Any action relating to the enforcement of the Guaranty shall not be deemed a waiver of the Arbitration Agreement executed between **TTL, Inc.**, the Client, or the Guarantor, if any.

This Guaranty will inure to the benefit of any assignee of the Proposal or Project.

This Guaranty constitutes the entire agreement of **TTL, Inc.** and Guarantor, as a complete and final integration thereof with respect to its subject matter. All understandings and agreements heretofore had between and among **TTL, Inc.** and Guarantor are merged into this Guaranty, which alone fully and completely expresses their understandings. No representation or warranty made by any party which is not contained herein or expressly referred to herein has been relied on by any party in entering into this Guaranty.

If any section or part of this Guaranty is found to be void, unconscionable or unenforceable, then that provision shall not affect the validity of the remainder of the Guaranty or the Proposal obligation.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS GUARANTY BEFORE YOU SIGN IT.

EXECUTION UNDER SEAL: BY THEIR SIGNATURE BELOW THE PARTIES HEREBY EXPRESSLY EXECUTE THIS PERSONAL GUARANTY AND ALL DOCUMENTS REFERRED TO HEREIN UNDER SEAL.

GUARANTOR:

Mike Cress	Jackie Duke
(Signature of Individual)	(Signature of Witness)
MIKE CRESS	Jackie Duke
(Printed Name of Individual)	(Printed Name of Witness)

PERSONAL GUARANTY

Proposal or Project No.: 22-06-03348.00
Proposal Date: August 30, 2022
Client: KMA Energy LLC.
Guarantor: MIKE CRESS

In order to induce **TTL, Inc.** to perform the services described in the Proposal referenced above and any and all amendments thereto and substitutions therefore made hereafter, the undersigned Guarantor hereby unconditionally and irrevocably guaranties the full and prompt payment of any and all invoices relating to the Proposal submitted by **TTL, Inc.** to the Client, whether before, with or after the execution of this Guaranty.

The obligations of the Guarantor shall not be impaired, diminished or discharged, in whole or in part, by any extension of time granted by **TTL, Inc.**, by any waiver, change, modification, or amendment of any of the provisions and terms of the Proposal, by any delay of **TTL, Inc.** in enforcing any right or remedy it may have, by any course of dealing between **TTL, Inc.** and the Client, by the unenforceability of any provision of the Proposal or any other agreement or contract between **TTL, Inc.** and the Client for any reason whatsoever, by the release of the Client or any other Guarantor, or by any other act, omission, event or circumstance which might operate to discharge the Client or any other Guarantor in whole or in part or which might operate as a defense, in whole or in part, to any obligation of the Client or any other Guarantor or which might invalidate, in whole or in part, any other Guaranty.

Guarantor agrees to all terms and conditions of the Proposal or Project. All requirements and obligations of the Client shall also be obligations of the Guarantor.

This Guaranty is a guaranty of payment and performance and not of collection. **TTL, Inc.** shall not be required to resort to or pursue any of its rights or remedies under or with respect to the Proposal or any other agreement between **TTL, Inc.** and Client or any other Guaranty before pursuing any of its rights or remedies under this Guaranty. **TTL, Inc.** may pursue its rights and remedies in such order as it determines. Guarantor waives any notice of acceptance or default by Client, and confirms that separate actions may be prosecuted against Guarantor whether or not brought against Client.

This Guaranty and the obligations of the undersigned shall be governed by and construed in accordance with the laws of the State of Alabama. Any action relating to the enforcement of this Guaranty shall be brought in a Court of competent jurisdiction in Tuscaloosa County, Alabama. Guarantor hereby consents to the personal jurisdiction of any such Court. Any action relating to the enforcement of the Guaranty shall not be deemed a waiver of the Arbitration Agreement executed between **TTL, Inc.**, the Client, or the Guarantor, if any.

This Guaranty will inure to the benefit of any assignee of the Proposal or Project.

This Guaranty constitutes the entire agreement of **TTL, Inc.** and Guarantor, as a complete and final integration thereof with respect to its subject matter. All understandings and agreements heretofore had between and among **TTL, Inc.** and Guarantor are merged into this Guaranty, which alone fully and completely expresses their understandings. No representation or warranty made by any party which is not contained herein or expressly referred to herein has been relied on by any party in entering into this Guaranty.

If any section or part of this Guaranty is found to be void, unconscionable or unenforceable, then that provision shall not affect the validity of the remainder of the Guaranty or the Proposal obligation.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS GUARANTY BEFORE YOU SIGN IT.

EXECUTION UNDER SEAL: BY THEIR SIGNATURE BELOW THE PARTIES HEREBY EXPRESSLY EXECUTE THIS PERSONAL GUARANTY AND ALL DOCUMENTS REFERRED TO HEREIN UNDER SEAL.

GUARANTOR:

Mike Cress	Jackie Duke
(Signature of Individual)	(Signature of Witness)
MIKE CRESS	Jackie Duke
(Printed Name of Individual)	(Printed Name of Witness)