TRACHTE BUILDING SYSTEMS
EMPLOYEE STOCK OWNERSHIP PLAN

Plan Number 004

SUMMARY PLAN DESCRIPTION

This Summary Plan Description (SPD) describes the Plan in general and omits many details. **If a provision of this SPD conflicts with a provision of the Plan, the Plan provision will control.** A copy of the Plan document is available at the Employer's office for your inspection.

April 2014

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I. GENERAL INFORMATION

1. Kind of Plan

The Trachte Building Systems Employee Stock Ownership Plan (the Plan) is an employee stock ownership plan (ESOP) that invests primarily in the stock of Trachte Building Systems, Inc. (Trachte).

2. Employer and Administrator

The Plan is maintained by Trachte Building Systems, Inc. (Trachte), for the benefit of eligible employees of Trachte and its affiliated employer Fire Facilities, Inc. "Employer" refers to either of these two entities.

Trachte (EIN 39-0662360) is the Administrator of the Plan. Its address is 314 Wilburn Road, Sun Prairie, Wisconsin 53590.

3. Trustee

The assets of the Plan are held by the Trustee in the Trachte Building Systems Employee Stock Ownership Plan Trust (EIN 39-0662360). The Trustee currently is Alerus Financial, N.A. (Attention Nels Calrson), 10900 Wayzata Boulevard, Suite 130, Minnetonka, Minnesota 55305.

4. Plan Year

The Plan records are kept on the basis of a January-1-to-December-31 year (Plan Year). The initial Plan Year, however, started August 1, 2007.

5. Summary Plan Description

This Summary Plan Description (SPD) is a brief description of the Plan and your rights, obligations, and benefits under the Plan. If this SPD conflicts with the Plan itself, the Plan (not this SPD) will apply.

A copy of the Plan is on file at your Employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either the Plan or this SPD, contact Trachte's Director of Human Resources, James Mutsch, at 608-327-3156.

II. PARTICIPATION IN THE PLAN

All employees of the Employer are eligible to participate in the Plan, except for leased employees and nonresident aliens who receive no U.S. source income.

If you are eligible, you become a "Participant" in the Plan as of the January 1 or July 1 that coincides with or follows the date on which you have both (a) attained age 21 and (b) completed a “Year Of Eligibility-Service.”

You complete a “Year Of Eligibility-Service” if, during the first 12 consecutive months of your employment, you are credited with at least 1,000 hours of service. If you are not credited with at least 1,000 hours of service during the first 12 months of your employment, then you complete a “Year Of Eligibility-Service” if you are credited with at least 1,000 hours of service during a Plan Year.

If, after you become a Participant, you terminate employment and are later reemployed (and a Plan Year expires during which you are not credited with at least 500 hours of service), you must satisfy the Year-Of-Eligibility-Service requirement again to become a Participant again.

III. CONTRIBUTIONS TO THE PLAN

1. Employer Contributions to the Plan

Your Employer determines how much it will contribute to the Plan for each Plan Year. The Plan uses the contributions to pay down a loan that the Plan incurred to purchase shares of Trachte stock. After the loan is paid off, your Employer may continue to make contributions to the Plan in amounts determined by your Employer from year to year.

2. Your Account Under the Plan

The Administrator maintains a separate bookkeeping account under the Plan for each Participant. Your account holds your accumulated share of amounts contributed to the Plan (and earnings thereon), including your share of amounts that the Plan uses to pay down the loan that the Plan incurred to purchase shares of Trachte stock, as described below.

Your account is generally invested in Trachte stock. Unlike a 401(k) plan, this Plan does not permit you to direct the investment of your account.

3. Your Share of Employer Contributions

For each Plan Year in which the Plan receives a contribution (even if the Plan uses the contribution to pay down the loan that it incurred to purchase shares of Trachte stock), the Administrator makes an allocation to the accounts of eligible Participants.

Only Participants who are credited with at least 1,000 hours of service during the Plan Year and are actively employed on the last day of the Plan Year are entitled to share in the allocation for the year. Nevertheless, Participants who are not actively employed on the last day of the Plan Year due to death, disability, or retirement are still entitled to share in the allocation for the year.

Your share of an allocation for a Plan Year is in proportion to your compensation for that year (or the part of the year for which you were a Participant) in relation to the compensation of other eligible Participants. For this purpose, your compensation consists of your wages as reported on Form W-2 plus (though not subject to income tax) your pre-tax salary-reduction contributions to a 401(k) plan and/or Section 125 cafeteria plan maintained by Trachte. The Plan is statutorily required to ignore compensation over a certain amount ($260,000 in 2014).

4. Limits on Annual Additions to Your Account

The law limits the amounts that may be allocated to your account for any Plan Year. The Administrator will inform you if the limit affects you.

5. Forfeitures

Forfeitures are created when Participants terminate employment before becoming 100% vested in their account balances. Forfeitures from terminated Participants may be allocated to your account and the accounts of other Participants who are eligible to share in the Employer contributions for the year.

6. Voting of Trachte Stock

Trachte stock allocated to your account carries voting rights that will generally be exercised on your behalf by the Trustee.

7. No Rollovers

The Plan does not accept rollover contributions.

8. Transferred Accounts ("Spin Off" from Alliance ESOP)

If you had an account under the Alliance Holdings, Inc. Employee Stock Ownership Plan and Trust, it was transferred to the Plan on August 29, 2007 (the "Spin-Off Date"). The stock of Alliance Holdings, Inc., or AH Transition Corporation in your account was converted to Trachte stock of equal value. Litigation involving Alliance Holdings, Inc., might change the amount in your transferred account.

IV. BENEFITS UNDER THE PLAN

1. Vesting Schedule

The percentage of your account balance in which you are vested is determined under the following schedule based on your years of vesting service (Plan Years in which you are credited with at least 1,000 hours of service) for your Employer. Despite the schedule, you will become

100% vested if your employment is terminated because (a) you retire after reaching age 65, with at least 5 years of Benefit Services, (b) you die, or (c) you become disabled.

Years of Service	**Vested %**	**Forfeited %**
Less than 2	0 %	100 %
2 but less than 3	20 %	80 %
3 but less than 4	40 %	60 %
4 but less than 5	60 %	40 %
5 but less than 6	80 %	20 %
6 or more	100 %	0 %

If, after you become a Participant, you terminate employment and later are reemployed by the Employer, your years of vesting service before the termination might be ignored (depending upon how long you were gone). Contact the Administrator for information.

2. Distribution of Account Balances

Except as explained below in Section 6 (Diversification after Age 55 and 10 Years of Service) and Section 7 (In-Service Distributions of Pre-Merger Accounts), you are not entitled to receive any distribution from your Plan account until after your employment terminates.

After your employment terminates, you or your beneficiary will be entitled to receive a distribution from your Plan account (up to the vested percentage), subject to the following rules:

(a) *Distribution of Stock or Cash:* Distribution of your account may be in the form of cash or Trachte stock or both, unless you request only Trachte stock (to the extent available) or unless Trachte's articles of incorporation or bylaws prohibit non-employees from owning Trachte stock or at the time of distribution Trachte is an S Corporation. Note that any Trachte stock distributed is subject to the "put option" provisions (Section 5, below) that provide for you to sell the stock to Trachte.

(b) *When Distribution Begins:* To the extent your account balance was transferred from the Alliance ESOP (or otherwise does not hold Trachte stock acquired by the Plan with money loaned by Trachte), distribution of your account will begin no later than the December 31 that is the close of the sixth Plan Year following the Plan Year in which you terminated employment, unless the distribution is on account of death, disability, or retirement, in which case distribution will begin no later than the December 31 next following the date on which one of those events occurred. To the extent your account holds Trachte stock acquired by the Plan with money loaned by Trachte, distribution of your account will not begin until the loan is paid off, currently scheduled for 2031.

> Example: You retire upon reaching age 65 in 2025. You have Trachte shares in your account valued at $85,000, of which $20,000 came from the Alliance ESOP in 2007 and $65,000 came from Trachte shares allocated to your account in later years when Trachte contributed amounts to the Plan to pay down the loan used to buy Trachte. Distribution of the $20,000 will begin by December 31, 2026, but distribution of the $65,000 will not begin until 2031.

(c) *Installment Distributions of Trachte Stock:* When distribution begins, amounts in your account attributable to Trachte stock will be distributed in substantially equal periodic (monthly, quarterly, semiannual, or annual) installments over a period of 5 years (or a longer period elected by you). Note: the 5-year period is extended by 1 additional year, but not more than 5 additional years, for each $160,000 or fraction thereof by which your vested account balance attributable to Trachte stock exceeds $800,000.

(d) *Your Choice for Distributions of Other Amounts:* When distribution begins, any amounts in your account not attributable to Trachte stock will be distributed under one of the following methods that you elect:

(1) A single lump sum; or

(2) Substantially equal periodic (monthly, quarterly, semiannual, or annual) installments over a period not extending beyond your life expectancy (or the life expectancy of you and your beneficiary).

(e) *Distribution Generally Requires Your Consent:* Distributions are generally not made unless you consent by submitting a distribution-request form to the Administrator. Exceptions: (1) if your vested account balance is $1,000 or less, the Plan may automatically distribute your entire vested account balance and (2) the Plan will comply with required-minimum-distribution rules.

3. Spouse as Beneficiary

If you are married at the time of your death, your spouse will be the beneficiary of your account, unless you choose another beneficiary on a form acceptable to the Administrator. Your choice of a non-spouse beneficiary will be invalid unless your spouse irrevocably consents in writing and the consent is witnessed by a Plan representative or notary public. Because your spouse has beneficiary rights, you should immediately notify the Administrator of any change in your marital status.

4. Disability

Under the Plan, disability is defined as a physical or mental condition that, in the judgment of the Administrator, based on medical records and other evidence satisfactory to the Administrator, may be expected to result in death or be of long and indefinite duration, and that prevents you from performing any substantial gainful activity. The Administrator may require a physical examination to confirm the disability.

5. Put Options

If you or your beneficiary receives a distribution of Trachte stock from the Plan, you or your beneficiary have the option to sell the Trachte stock back to Trachte according to the terms of the Plan. This is called a “put option.” The put option must be exercised within 60 days after the date you receive the stock from the Plan. Under most circumstances, Trachte also has the right to require you to sell the distributed stock to Trachte immediately (i.e., a “call option”).

(a) *Payment Over Period Up to 5 Years:* When you sell the Trachte stock, Trachte will pay you either in a lump sum or substantially-equal annual installments bearing a reasonable rate of interest over a period ending not more than 5 years after the date the put option is exercised.

(b) *Price Paid for Stock:* Unless one of the special floor-price rules below in (c) or (d) apply, the price that Trachte will pay for the stock distributed to you will be its fair market value as determined on the most recent valuation date.

(c) *Floor Price for Pre-Merger Guaranteed Accounts:* If in 1992 you were a participant in the Trachte ESOP that was merged into the Alliance Holdings, Inc. Employee Stock Ownership Plan and Trust on September 18, 2002 and you were active in this new Plan on the Spin-Off Date (August 29, 2007), then part of your Plan account is a "Pre-Merger Guaranteed Account" and the price that Trachte will pay for the stock distributed to you from that part upon your retirement, death, or disability will be the greater of (1) the stock's fair market value as determined on the most recent valuation date or (2) 80% of the stock's fair market value as of the Spin-Off Date. But Trachte's obligation to pay an amount greater than the fair market value is subordinate to the payment rights of JPMorgan Chase Bank, N.A. under its loan agreements with Trachte, which means that Trachte can pay the extra amount only when permitted by the bank.

(d) *Floor Price for Other Transferred Accounts.* If you were active in this Plan on the Spin-Off Date (August 29, 2007), then the price that Trachte will pay for the stock distributed to you upon your retirement, death, or disability will be the greater of (1) the stock's fair market value as determined on the most recent valuation date or (2) the following percentage of the balance of your account upon its transfer to this Plan on the Spin-Off Date, depending upon the year in which your retirement, death, or disability occurs: 100% in 2007-2008; 80% in 2009; 60% in 2010; 40% in 2011; 0% after 2011. But Trachte's obligation to pay an amount greater than the fair market value is subordinate to the payment rights of JPMorgan Chase Bank, N.A. under its loan agreements with Trachte, which means that Trachte can pay the extra amount only when permitted by the bank.

6. Distributions After Age 55 and 10 Years of Service

If you are at least age 55 and have completed at least 10 years of participation under the Plan, you may diversify your retirement investments by electing to have the Plan distribute 25% of the Trachte stock allocated to your Plan account (reduced by the number of shares of Trachte stock previously distributed under such an election). You can then roll the distribution over to an IRA that provides investments other than Trachte stock. You can make any such election only (a) within 90 days after the end of first Plan Year that begins after you satisfy those requirements or (b) within 90 days after the end of each of the next 5 Plan Years (for a total of 6 consecutive Plan Years). For the last year (the 6th year), the percentage which you may elect to be distributed rises to 50%.

Example: You complete 10 years of participation before age 55. You attain age 55 under the Plan in 2016. Therefore, during the 90-day period beginning 1/1/17, you may elect a distribution of up to 25% of the Trachte shares allocated to your account. For purpose of this calculation, shares previously distributed from your account are included. (Because the annual valuation of Trachte stock is generally not completed until more than 90 days after year end, you will probably not know the 12/31/10 value of those shares when you make your election, even though that value will be applied to the shares when distributed pursuant to your election.) You may make a similar election during the 90-day periods beginning January 1 in each of the next 5 years (2018, 2019, 2020, 2021 and 2022), except that the percentage rises to 50% in 2022. The shares you elect to have distributed will count against the shares you may later elect to have distributed. So, if you elect in January 2022 to have 25% of the Trachte shares in your account distributed, and, after the year-end accounting is finalized, you are determined to have 40 shares in your account as of 12/31/21, your election will result in a distribution of 10 shares in 2022. After another year passes, in January 2023, you may similarly elect a distribution of 25% of the Trachte shares in your account, but the 10 already-distributed shares will count against the number that can be distributed in 2023. Say 4 more shares were allocated to your account in 2016 (due to Trachte payments on the ESOP loan used to buy Trachte shares), leaving you with 34 shares as of 12/31/16. Your election in January 2017 to have 25% distributed will result in a 2017 distribution of only 1 share (44 shares ever allocated to your account times 25% equals 11 shares minus 10 already distributed equals 1 that may be distributed).

7. In-Service Distributions of Pre-Merger Accounts

If you were a participant in the Trachte ESOP that was merged into the Alliance Holdings, Inc. Employee Stock Ownership Plan and Trust on September 18, 2002, and if you were fully vested in your account under that former Trachte ESOP on that date, then part of your account is a "Pre-Merger Account" and you may elect to receive a distribution of that part any time after you reach age 60. Any such distribution is subject to the usual rules for distributions from the Plan.

Example: You were a fully-vested participant in the former Trachte ESOP and your account balance on September 18, 2002 (your "Pre-Merger Account"), was $20,000. Your Pre-Merger Account is now worth $30,000. You may elect to receive a distribution of your Pre-Merger Account beginning any time after you reach age 60. Because your Pre-Merger Account holds Trachte stock, the distribution is made over 5 years as explained in Section 2(c) above.

8. Tax Treatment of Distributions

Distributions from the Plan will normally be subject to income taxes. Distributions are normally taxable as ordinary income, but distributions of Trachte stock might qualify for special treatment to the extent of "net unrealized appreciation" in the value of the stock. See your tax advisor regarding the tax treatment of distributions.

You might be able to reduce or defer the taxes through a rollover as described below:

- Most distributions may be rolled over to an individual retirement account (IRA) or another qualified employer plan. The rollover will result in no tax being due until you withdraw funds from the IRA or other qualified employer plan. The rollover of a distribution, however, must be made within strict time frames (normally, within 60 days after you receive the distribution). Under certain circumstances, all or a portion of a distribution may not qualify for rollover treatment. In addition, most distributions (except for distributions of stock) will be subject to mandatory federal income tax withholding at a rate of 20%. The withholding will reduce the amount you actually receive. For this reason, to the extent you wish to roll over a distribution, the direct rollover option described below is generally the better choice.

- Most distributions may, at your request, be directly rolled over to either an IRA or another qualified employer plan willing to accept the transfer. A direct rollover will result in no withholding for income tax and no income tax being due until you withdraw funds from the IRA or other qualified employer plan.

Whenever you receive a distribution, the Administrator will provide you with a detailed explanation of the options. Because the rules are complex, you should consult a qualified tax advisor before choosing.

9. Nontransferability of Account; Qualified Domestic Relations Orders

As a general rule, your interest in the Plan may not be sold, used as loan collateral, given away, or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account. Nevertheless, the Administrator must honor a "qualified domestic relations order," which is a court order that obligates you to pay child support or alimony or allocates a portion of your Plan account to your spouse, former spouse, child, or other dependent.

If this situation applies to you, you may contact the Administrator for a copy, free of charge, of the Plan's procedures for "qualified domestic relations orders" (also known as "QDROs").

V. CLAIMS BY PARTICIPANTS AND BENEFICIARIES

Benefits will be paid to participants and their beneficiaries without the necessity of formal claims. You or your beneficiaries, however, may make a request for any Plan benefits to which you may be entitled. Any such request must be made in writing, and it should be made to the Administrator. If a claim is denied, in whole or in part, you will receive written notification within 90 days after the claim is filed, unless special circumstances require a longer period up to a total of 180 days. This notification will tell you why the claim was denied, will refer you to the specific Plan provisions involved, will tell you what additional information or material is necessary to complete your claim and why, and will explain the claims review procedure and the time limit for requesting a review, as well as your right to bring a civil suit under ERISA if your claim is denied on review.

If a claim is denied, you or someone representing you may make a written request of the Plan Administrator for a review of the denial. This request must be made within 60 days after you receive the notice of denial. You have the right to submit written comments, documents, records and other information relating to your claim. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. The Administrator will take into account all comments, documents, records and other information that you submit that relates to your claim. The Plan Administrator will then make its decision on the request for review within 60 days after it is received unless special circumstances require a longer period up to a total of 120 days. The decision will be in writing, will be written in an understandable manner, will include a specific reason or reasons for the decision, will refer to the Plan provisions on which it was based, and will explain your right to receive, upon request and free of charge, copies of all relevant documents and your right to bring a civil suit under ERISA.

If your claim involves a benefit under the Plan resulting from your disability, the periods described above in which the Administrator must respond to your claim and appeal may be much shorter. Your claim would have to be decided no later than 45 days after it is filed. You would have 180 days in which to appeal the denial of a claim for disability benefits. Your appeal would then have to be decided no later than 45 days from the date it is filed. Please contact the Administrator if you think this may apply to you.

VI. STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants are entitled to:

(a) Examine (without charge) at the Employer's office all Plan documents governing the plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

(b) Obtain, upon written request to the Administrator (which may impose a reasonable charge) copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, a copy of the latest annual report (Form 5500), and updated Summary Plan Description;

(c) Receive a summary of the Plan's annual financial report;

(d) Obtain (at no charge) a statement indicating your account balance and your vested percentage.

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

If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain (without charge) copies of documents relating to the decision, and (within the time schedules set forth above) to appeal any denial.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to $110 per day until you receive the materials, unless they were not sent because of reasons beyond the control of the Administrator.

If you have a benefits claim, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Both the Administrator and the Trustee will accept service of legal process (legal documents) regarding the Plan.

Your account is not (and cannot legally be) insured by the Pension Benefit Guaranty Corporation under Title IV of ERISA.

VII. AMENDMENT AND TERMINATION OF THE PLAN

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment (a) authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries or (b) cause any reduction in the amount credited to Participant accounts.

Your Employer has the right to terminate the Plan at any time. Upon termination, all amounts credited to your account will become 100% vested. A complete discontinuance of contributions by your Employer will constitute a termination.