

**CMA GROUP
QUALIFIED STOCK BONUS PLAN**

SUMMARY PLAN DESCRIPTION

September 2021

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**SUMMARY
EXPLANATION
OF
CMA GROUP
QUALIFIED STOCK BONUS PLAN**

Introduction

Dear Fellow Employees:

We are pleased to present to you this amended and restated Summary Plan Description (“SPD”) of the CMA Group Qualified Stock Bonus Plan (the “Plan”). The Plan described in this SPD, which was originally effective as of January 1st, 1979, most recently restated effective as of January 1st, 2015 (the sixth restatement of the Plan), and most recently amended effective as of January 1st, 2021. This restated SPD incorporates all prior material modifications which have been made to your SPD since the SPD was last restated.

The Plan is a defined contribution plan, and is intended to qualify as a Stock Bonus Plan under Section 401(a) of the Code.

You may wish to make a notation on your old SPD as a reminder that it has been superseded by this amended and restated SPD.

The continued success of the Plan is dependent upon our individual and team efforts to improve performance.

I. WHAT IS THE PURPOSE OF THE PLAN?

The primary purpose of this Plan is to enable the Employees of Petersburg Motor Company, Incorporated dba Carter Myers Automotive (the “Company”), and the Employees of participating Affiliated Companies to share in the growth and prosperity of the Company and to provide Participants with an opportunity to accumulate capital for their retirement needs. The Plan is designed to do this at no cost to you whatsoever.

The success of the Company depends on the teamwork and positive attitudes of all Employees. At every level of job responsibility, the efforts and devotion of many individuals have created the success thus far achieved and will help guarantee that the Company remains successful. There are many ways in which you can help. Just a few examples are:

- ✓ Taking care of and satisfying customers is primary.
- ✓ Reduce waste and inefficiencies to the barest minimum.
- ✓ Make suggestions to your supervisor as to how the Company can do a better job.
- ✓ Take an active interest in solving problems of the Company.
- ✓ Communicate with your fellow “employee-owners.”
- ✓ Get involved: It’s your Company!

Participation in the Plan is an especially appropriate way to recognize individual and team efforts.

The SPD has been prepared to summarize the provisions of the Plan. You should read all parts of this SPD carefully so that you will not only understand the ways in which the Plan may benefit you, but certain exclusions to coverage and limitations on the receipt of benefits which may apply to you. If you wish additional information concerning this Plan, the section of this SPD entitled “Statement of ERISA Rights” tells you how to obtain that information.

This SPD summarizes the main provisions of the Plan. It is not the complete Plan. A complete copy of the Plan can be obtained by following the directions in the section of this SPD entitled “Statement of ERISA Rights.” In case of any conflict between the provisions of the complete Plan and this SPD, the provisions of the complete Plan will control. Please note that the Plan Committee has final and exclusive authority to decide all questions arising in connection with the Plan. Capitalized terms used in this SPD have the same meaning as given them in the Plan, unless specifically defined in the SPD.

The information in this SPD may be modified by a Material Modification attached at the end. Be sure to check the Material Modification, if any, when you refer to this SPD.

II. GENERAL INFORMATION ABOUT YOUR PLAN.

There is certain general information which you need to know about your Plan. This information has been summarized for you in this Article.

A. General Plan Information.

The CMA Group Qualified Stock Bonus Plan is the name of your Plan.

Your Employer has assigned Plan Number 002 to your Plan.

The Plan was originally effective on January 1, 1979. It has been amended and restated since that time and was most recently amended effective on January 1, 2021, which is called the Effective Date of the restated Plan.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

Certain valuation and distributions are made based on the Anniversary Date of your Plan. This date is December 31st.

The contributions made to your Plan will be held and invested by the Trustee of your Plan, pursuant to the terms of the Plan and the Trust.

Your Plan and Trust will be governed by applicable provisions of the Internal Revenue Code ("Code"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and to the extent not superseded by Federal laws, by the laws of Virginia.

B. Plan Sponsor, Administrator and Participating Employer Information.

The Plan Sponsor's name, address and identification number are:

Petersburg Motor Company, Incorporated dba Carter Myers Automotive
100 Myers Drive
Charlottesville, VA 22901
EIN: 54-0338910

The Plan Sponsor will serve as the Plan Administrator. The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan.

Your Plan allows affiliated employers to adopt its provisions. You may review or obtain a complete list of participating employers by making a written request to the Plan Administrator.

C. Plan Committee Information.

The Plan Administrator's duties may be delegated to the Plan Committee. The individuals who serve on the Plan Committee are "named fiduciaries" of the Plan, as defined in ERISA. The Plan Committee is appointed by the Board of Directors of the Company. The Plan Committee has discretionary authority to construe the terms of the Plan and make determinations on questions which may affect your eligibility for benefits. The Plan Committee will also answer any questions you may have about your Plan. Under the terms of your plan, the Plan Committee has the responsibility for the investment and control of the Plan's assets. The names of the Plan Committee members are:

H. Carter Myers, III
Elizabeth Myers Borches

The Board of Directors of the Company may appoint additional Plan Committee members from time to time. You may review or obtain a complete list of Plan Committee members by making a written request to the Plan Administrator. You can contact the Plan Committee members at:

100 Myers Drive
Charlottesville, VA 22901
Tel.: 434-220-8865

D. Trustee Information.

The Trustee of the Plan is appointed by the Board of Directors of the Company. The Trustee has been designated to hold and invest Plan assets for the benefit of you and other Plan Participants. Under the terms of your Plan, the Trustee is a directed Trustee who will receive direction from the Plan Committee regarding the control and management of Trust assets. The Trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

The name of your Plan's Trustee is: Truist (formerly known as SunTrust)

E. Service of Legal Process.

The name and address of your Plan's agent for service of legal process are:

Petersburg Motor Company, Incorporated
100 Myers Drive
Charlottesville, VA 22901

Service of legal process may also be made upon the Trustee.

III. HOW DOES THE PLAN WORK?

The Board of Directors of the Company has adopted the restated Plan as an amendment and restatement of the existing CMA Group Qualified Stock Bonus Plan. Under the Plan, there is an Employee Stock Ownership Trust which holds the investments of the Plan.

Each year the Company may make Contributions to the Trust in Company Stock or cash. The investments are held by the Trust for your benefit. The Company Stock will gain or lose value, as determined annually by an Independent Appraiser, based on the financial performance of the Company.

Your accounts under the Plan will be increased by your share of the Company's Contributions and your share of Forfeitures from the accounts of Employees who leave before they are fully vested.

Contributions to the Plan are tax-deductible by the Company. You pay no tax on any amounts allocated to your Accounts until they are distributed to you. This tax treatment enables the ESOP to combine the Company's interest with yours by allowing the Company to finance its growth while building your beneficial ownership.

Of course, there are never any guarantees that the value of investments, even investments in Company Stock, will increase. However, the Plan provides you with an opportunity to influence this growth. By working efficiently and effectively, you may help increase the value of your Plan accounts.

IV. ELIGIBILITY AND PARTICIPATION.

A. When Am I Eligible to Participate?

You will be eligible to participate in the Plan from and after the Entry Date (each Quarter: January 1, April 1, July 1, and October 1) coinciding with or next following the date on which you have completed six (6) consecutive Months of Service, provided you have attained age eighteen (18). You should review paragraph B of Article VI in this Summary entitled "What Are the Year of Service Rules?" for a further explanation of these eligibility requirements.

If you were an eligible Participant in the ESOP on the adoption date of this restatement, you will continue as a Participant. Upon so becoming eligible, your participation shall be based on the total Covered Compensation paid to you for the entire Plan Year during which you become eligible to participate.

B. Excluded Employees.

The following Employees shall not be eligible to participate in the Plan, and shall be known as "Ineligible Employees":

- An Employee whose terms of employment with the Employer are covered by a collective bargaining agreement shall not be eligible to participate in the Plan unless the terms of such collective bargaining agreement specifically provide for participation in this Plan;
- An Employee who is a Leased Employee; and
- An Employee who is a nonresident alien who does not receive any earned income (as defined in Code § 911 (d)(2)) from the Employer which constitutes United States source income (as defined in Code § 861 (a)(3)).

If you are an Ineligible Employee, who has otherwise met the Plan's eligibility requirements as described above, and would otherwise have become eligible to participate in the Plan, and if you go from a classification of an Ineligible Employee to an eligible Employee, you shall become eligible to participate in the Plan on the date you become an eligible Employee or, if later, the date you would have otherwise entered the Plan had you always been an eligible Employee.

C. How Long Will I Be Eligible to Share in the Allocation of Employer Contributions and Forfeitures?

Unless your employment terminates during the Plan Year because of death, Disability or Retirement, you will continue to share in the allocation of Contributions and Forfeitures only for each Plan Year during which you complete 1,000 or more Hours of Service, provided you are still employed by the Company at the end of the Plan Year.

Please review the Article in this Summary entitled "What Are the Year of Service Rules?" which further explains the Hours of Service requirements.

D. Will I Receive Credit for Service in the Military?

As required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), the Plan will provide benefits and service credit with respect to Participants who perform qualified military service, in accordance with Section 414(u) of the Internal Revenue Code.

In accordance with the Heroes Earnings Assistance and Relief Tax Act ("HEART '08"), a Participant who dies while performing qualified military service (as such term is defined in Section 414(u) of the Code) will be treated as having died while employed by the Company for purposes of the Plan's vesting rules and for purposes of the Plan's distribution rules.

V. CONTRIBUTIONS.

A. How Are Contributions to the Plan Determined?

Each year, the Board of Directors will decide how much to contribute for that Plan Year. Although not required, their decision is normally based on the Company's financial performance and condition. Contributions may be made in cash, Company Stock, or a combination of both.

B. How Is My Share of the Contribution Determined?

Seventy-five percent (75%) of the contribution for the year will be divided among the Accounts of eligible Participants in the proportion that each such Participant's Covered Compensation, as defined in the Plan, for that year bears to the Covered Compensation of all such Participants.

The other twenty-five percent (25%) of the contribution will be divided among the Accounts of eligible Participants in the proportion that each such Participant's total points for that year bears to the total points of all such Participants. The Participant's points with respect to any Plan Year will be computed by allocating one point for each Year of Service, as the Plan defines that term for purposes of vesting.

CAUTION: If the Employer sponsors another defined contribution plan, i.e., a 401(k) plan, please note that under certain circumstances the rules governing combined plan allocation limits may reduce the annual allocation you receive under the Plan. If you participate in a 401(k) plan sponsored by the Employer, please be aware of this fact if you are considering making a large annual contribution to your 401(k) plan. Contact the Plan Committee if you have any questions.

C. How Will Contributions Received by the Plan Be Invested?

Cash contributions and dividends received by the Trust may be used to purchase shares of Company Stock. Any contributions and dividends received by the Trust in the form of Company Stock will also be allocated to Participants' Company Stock Accounts. Any cash assets in the Trust which are not invested in Company Stock may be used to purchase other investments. These investments will be allocated to your Other Investments Account.

D. How Do I Know the Value of My Account?

As soon as administratively feasible after the end of each Plan Year, each participating Employee will receive a statement showing the total number of shares allocated to your Company Stock Account and the dollar value of your Company Stock Account. The statement will also indicate the value of your Other Investments Account, if applicable.

E. How Is the Stock Valued?

Each year an appraisal of the value of the Company's stock is made by an Independent Appraiser. The profits and growth of the Company during that year will generally affect the value of the shares of Company Stock allocated to your Accounts.

VI. VESTING.

A. What Is Vesting?

Vesting refers to the percentage of your Accounts that is yours and cannot be forfeited. However, as will be explained later, the value of your vested Accounts can vary. The Plan provides that your Accounts vest at the following rate:

Years of Service	Percentage of Accounts Vested
Less than Two Years	0
Two Years	20
Three Years	40
Four Years	60
Five Years	80
Six Years	100

B. What Are the Year of Service Rules?

1. Year of Service and Hour of Service.

The term "Year of Service" is used throughout this SPD and throughout your Plan as follows:

- For purposes of vesting, a "Year of Service" shall include all Plan Years during which you have completed 1,000 or more Hours of Service, including any Plan Year during which you have completed 1,000 or more Hours of Service but have not yet become eligible to participate in the Plan.
- Years of Service under the restated Plan also include, for purposes of vesting, all Years of Service credited to you under the Plan prior to the Plan's restatement.

An "Hour of Service" has a special meaning for Plan purposes. You will be credited with an Hour of Service for:

- a) each hour for which you are directly or indirectly compensated by your Employer for the performance of duties during the Plan Year;
- b) each hour for which you are directly or indirectly compensated by your Employer for reasons other than performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- c) each hour for back pay awarded or agreed to by your Employer.

You will not be credited for the same Hours of Service both under a) or b), as the case may be, and under c).

Service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

2. 1-Year Break in Service.

A 1-Year Break in Service is a vesting computation period during which you have not completed more than 500 Hours of Service with your Employer.

A 1-Year Break in Service does NOT occur, however, in the computation period in which you enter or leave the Plan for reasons of:

- a) an authorized leave of absence;
- b) certain maternity or paternity absences.

The Plan Committee will be required to credit you with Hours of Service for a maternity or paternity absence. These are absences taken on account of pregnancy, birth, or adoption of your child. No more than 501 Hours of Service will be credited for this purpose and these Hours of Service will be credited solely to avoid your incurring a 1-Year Break in Service. The Plan Committee may require you to furnish proof that your absence qualifies as a maternity or paternity absence.

If you are reemployed after a 1-Year Break in Service and were vested in any portion of your account derived from Employer contributions, you will receive credit for all Years of Service credited to you before your 1-Year Break in Service.

If you are reemployed after a 1-Year Break in Service and if you do not have a “vested interest” in the Employer contributions allocated to your account, you will lose credit for your pre-break Years of Service if your consecutive 1-Year Breaks in Service equals or exceeds five (5) years.

C. Are There Other Ways I Can Become Fully Vested?

Your Accounts become fully vested once you reach the Normal Retirement Age, which is defined as the day on which you attain age sixty-five (65). Your Accounts also become fully vested automatically if your employment is terminated because of death or Disability.

D. What If My Employment Ends?

Except as just described, if you separate from service with the Employer and you are not fully vested, the nonvested portion of your Accounts will be subject to forfeiture.

E. What Happens to My Forfeited Amount?

The nonvested portion of your Accounts will be allocated as a Forfeiture. The timing of the allocation of these forfeitures will depend on whether or not you received a “cash-out distribution.” A “cash-out distribution” is a distribution of the entire vested

portion of your Accounts that is made prior to the date you incur five (5) consecutive one-year Breaks in Service.

If you incurred five consecutive one-year Breaks in Service, and you did not receive a “cash-out distribution,” the nonvested portion of your Accounts will be allocated as a Forfeiture as soon as possible after the close of the Plan Year in which you incur your five year Break in Service.

If you are partially vested and you receive a “cash-out distribution,” you shall incur a Forfeiture immediately upon receipt of the “cash-out distribution”. The nonvested portion of your Accounts will be allocated as of the Anniversary Date coinciding with or following the date you incurred a one-year Break in Service or received your “cash-out distribution,” whichever is later.

F. What If I Am Reemployed?

If you are reemployed by the Employer and you have not received a “cash-out distribution” and you have not incurred five consecutive one-year Breaks in Service, you will not incur a forfeiture.

If, however, you received a “cash-out distribution” of your partially vested Accounts, and you are reemployed by the Employer within five consecutive one-year Breaks in Service, the forfeited portion of your Accounts will be restored only after you repay in full the amount that had been distributed to you. You must repay this amount before you incur five consecutive one-year Breaks in Service following the date you received the distribution and before the five-year anniversary of your reemployment.

G. What If I Am Terminated With a 0% Vested Account?

If you separate from service and you are zero percent (0%) vested in your Accounts, you shall be deemed to have received a “cash-out distribution” as of the day on which you separated from service with the Employer. For purposes of applying the repayment provisions mentioned above, the Plan Committee will treat a zero percent (0%) vested Participant as repaying the cash-out distribution on the first day of reemployment with the Employer.

VII. BENEFITS.

A. What Occurs To My Account Upon Attaining Normal Retirement Age?

Under the Plan, the Normal Retirement Age occurs at age sixty-five (65). Upon attaining the Normal Retirement Age, you will be fully vested in all of your Accounts. In the event you separate from service after attaining Normal Retirement Age, the form and manner of distribution of your Accounts to you is described later in this booklet.

B. Can I Retire Before the Normal Retirement Age?

Effective January 1, 2015 the Early Retirement provision of this plan is removed for Participants who have not completed the seventh anniversary of Plan Participation, as previously required. For Participants who have completed the seventh anniversary of Plan Participation on or before January 1, 2015, such Participant will have met “Early

Retirement Age” at age 60. Once you attain the Early Retirement Age, you will be fully vested in all of your accounts.

C. Can I Continue to Participate After I Attain Normal Retirement Age?

Subject to the requirements under Article IV, if you continue to be employed with the Company after you attain Normal Retirement Age, you will continue to participate in the Plan during any Plan Year following your attainment of Normal Retirement Age.

D. What If I Die Prior to Becoming 100% Vested?

If you die while employed with the Company before your Plan Benefits become 100% vested, your Account balances will become fully vested and your Beneficiary will receive all of them, pursuant to the terms of the Plan.

In the event of your death after your employment has terminated but before you have received all of your Plan Benefits as vested under the Plan, your Beneficiary will receive the undistributed balance. The form and manner of distribution of your Accounts is described later in this booklet.

E. What If I Have to Terminate Employment Because of Disability?

If you incur a Disability while employed with the Company, your Accounts will become fully vested. Disability shall mean your entitlement to Social Security disability benefits. The form and manner of distribution of your Accounts to you is described later in this booklet.

F. What Benefits Do I Get If My Employment Is Terminated Prior to the Last Day of the Plan Year for Reasons Other than Death, Disability or Retirement?

When your employment is so terminated, a percentage of your Account balances will be vested based upon the number of Years of Service you have at the time your employment terminates. The form and manner of distribution of your Accounts to you is described later in this booklet.

VIII. WHEN WILL PLAN BENEFITS BE DISTRIBUTED?

A. Death, Disability or Retirement.

In the event you separate from service with the Employer because of death, Disability or after attaining Normal Retirement Age, subject to your consent, if required, distribution of your Plan Benefits will commence as soon as administratively feasible following your separation from service beginning not later than one (1) year after the close of the Plan Year in which such event occurs. Distribution of benefits under this paragraph will be made as follows:

1. Company Stock Account and Other Investments Account (Exceeding \$175,000).

Distribution of your Company Stock Account and Other Investments Account will be made in substantially equal annual installments over a period of five (5) years. However, if the total value of your Accounts exceeds \$1,070,000, the distribution period will be extended by up to five (5) additional years.

2. Company Stock Account and Other Investments Account (\$175,000 or Less).

If the total value of your Accounts is one hundred seventy-five thousand dollars (\$175,000) or less, distribution of your Company Stock Account and Other Investments Account shall be made in a lump sum.

B. Other Termination of Service.

In the event you separate from service with the Employer for reasons other than death, Disability or prior to attaining Normal Retirement Age, subject to your consent if required, distribution of your Plan Benefits will commence as described below:

1. Company Stock Account and Other Investments Account (Exceeding \$175,000).

Distribution of your Company Stock Account and Other Investments Account shall commence as soon as administratively feasible after the close of the Plan Year in which your employment terminates.

Distribution of such Accounts will be made in substantially equal annual installments over a period of five (5) years.

2. Company Stock Account and Other Investments Account (\$175,000 or Less).

If the total vested value of your Company Stock Account and Other Investments Account is one hundred seventy-five thousand dollars (\$175,000) or less, distribution shall be made in a lump sum as soon as administratively feasible after the close of the Plan Year in which your employment terminates.

C. In What Form Will Distributions Be Made from the Plan?

The Trust may distribute your Plan Benefit entirely in cash or entirely in the form of Employer Securities, or a combination of each. Distributions made in the form of Employer Securities shall be made in the form of whole shares of Employer Securities and the value of any fractional shares paid in cash or in the form of Employer Securities, as determined by the Company.

Any shares purchased by the Employer (or the Trust) from you pursuant to this Subsection shall be purchased at their fair market value. For purposes of this Section, fair market value shall be based upon the appraised fair market value determined as of the Anniversary Date coinciding with or immediately preceding the date such shares are purchased. The appraised fair market value shall be determined by an Independent Appraiser and shall be based on all relevant factors for determining the fair market value of securities.

The terms of payment for the purchase of such shares (pursuant to this Subsection) of stock shall be set forth in the written statement delivered to you (or your Beneficiary) and may be either in a single payment or in up to five (5) equal annual installments (with interest on the unpaid principal balance at a reasonable rate of interest), as determined by the Plan Committee. Payment for the purchase of such shares must commence within thirty (30) days after the Employer (or the Trust) notifies you (or

your Beneficiary) of its intent to purchase the shares. If payment is made in installments, adequate security and a reasonable rate of interest must be provided.

IX. TREATMENT OF DISTRIBUTIONS FROM YOUR PLAN.

In general, whenever you receive a distribution from your Plan, it will be subject to income taxes. Distributions from the Plan may constitute an “Eligible Rollover Distribution”, which means that the distribution is eligible to be rolled over to an IRA or to an eligible retirement plan that accepts rollovers. If your distribution from the Plan constitutes an Eligible Rollover Distribution, you may be eligible to reduce or entirely defer the tax due on your distribution from the Plan through use of the following methods:

1. The traditional rollover consists of a distribution of all or a portion of your Plan Benefit which is first made to you, then transferred by you to an Individual Retirement Account (IRA) or another Eligible Retirement Plan. This will result in no tax being due until you begin withdrawing funds from the IRA or other Eligible Retirement Plan. This type of rollover will require that the amount distributed to you be rolled over within strict time frames (normally, within sixty (60) days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of twenty percent (20%). This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover described in paragraph 2 below would be the better choice.
2. At your request, most distributions can be made as direct rollovers of all or a portion of your distribution amount, which will be made directly to either an Individual Retirement Account (IRA) or another Eligible Retirement Plan, provided that plan is willing to accept the transfer. In general, except in the case of a direct rollover to a Roth IRA, a direct rollover will result in no tax being due until you withdraw funds from the IRA or other Eligible Retirement Plan. Like the traditional rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. As mentioned above, if you do not elect a direct rollover, then in most cases (other than a distribution in the form of employer securities) twenty percent (20%) of the distribution amount will be withheld for federal income tax purposes. Finally, a direct rollover can be elected by your spouse Beneficiary as well as a non-spouse Beneficiary.
3. The election of favorable income tax treatment under “capital gains” method of taxation, if you qualify.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE PLAN COMMITTEE WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD

CONSULT WITH A QUALIFIED TAX CONSULTANT BEFORE MAKING A CHOICE.

X. MUST I CONSENT BEFORE DISTRIBUTION OF MY PLAN BENEFIT BEGINS?

If the value of your nonforfeitable account balance exceeds five thousand dollars (\$5,000) at the time of the distribution (determined without regard to any applicable rollover account portion of your Plan Benefit), any distribution prior to the later of age sixty-two (62) or your Normal Retirement Age may be made only with your written consent.

If the value of your nonforfeitable account balance exceeds one thousand dollars (\$1,000), but does not exceed five thousand dollars (\$5,000) at the time of the distribution, any distribution made prior to the later of age sixty-two (62) or your Normal Retirement Age without your consent shall be referred to as a “mandatory distribution.” Any mandatory distributions (as described herein) shall be made as an “automatic rollover” as described below. The distribution of your nonforfeitable account balance which does not exceed one thousand dollars (\$1,000), which is made without your consent shall be referred to as an “involuntary distribution.” For purposes of any mandatory distribution or an involuntary distribution, your nonforfeitable account balance shall be determined by including that portion of your Plan Benefit, if any, attributable to any rollover contributions.

The Plan Committee shall provide you with a written notice which explains this requirement, not less than thirty (30) days nor more than one hundred eighty (180) days before the distribution date. Such distribution may commence less than thirty (30) days after such notice is given, provided that: (1) the Plan Committee clearly informs you that you have a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and (2) after receiving the notice, you affirmatively elect a distribution.

If you fail to consent to an immediate distribution within the applicable time limit (other than a mandatory distribution or an involuntary distribution), the Employer may treat that as an election by you to defer distribution of the benefits to the later of age sixty-two (62) or your attainment of the Normal Retirement Age.

XI. WHAT IS AN AUTOMATIC ROLLOVER?

In the event of a mandatory distribution, as described in this summary, if you do not elect to have the mandatory distribution paid directly to an eligible retirement plan in a direct rollover or to receive the distribution directly in accordance with Sections 10(d) and 14 of the Plan, respectively, then such mandatory distribution shall be distributed to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code (collectively an “IRA”). The mandatory distribution will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity.

The Plan Administrator will provide you with the name and contact information for the IRA provider, as well as a description of the fees and expenses attendant to the IRA. Fees and expenses attendant to the IRA will be borne solely by the account holder. The name of the current IRA provider is Millennium Trust Company.

XII. WHEN IS THE PLAN REQUIRED TO BEGIN DISTRIBUTING YOUR PLAN BENEFITS?

Pursuant to Section 401(a)(9) of the Code as amended by the Small Business Job Protection Act, distribution of your Plan Benefits is required to begin by April 1 of the calendar year following the later of (1) the calendar year in which you attain age seventy-two (72) or (2) the calendar year in which you separate from service with the Employer. However, in the case of a five-percent (5%) owner (as defined in Section 416(i)(1)(B)(i) of the Code), distributions are required to begin no later than April 1 following the calendar year in which you attain age seventy two (72). All distributions made under this paragraph shall be determined and made in accordance with the treasury regulations under Section 401(a)(9) of the Internal Revenue Code.

XIII. WHAT HAPPENS TO MY ACCOUNTS IF DISTRIBUTION IS DEFERRED?

Effective for all Plan Years beginning on or after January 1st, 2015, part of your Company Stock Account and Other Investments Account, which is retained in the Trust after the Anniversary Date coinciding with or immediately following the date on which you terminate employment, shall be treated as an “Undistributed Account”. In any year that you maintain an Undistributed Account, the Trust shall exchange any cash or other liquid assets held in the Other Investments Accounts of Participants for the shares of Company Stock held in the Undistributed Account, at an exchange rate determined based on the most recent appraised fair market value of Company Stock. Such exchange shall be made pro rata based on the Participants’ Other Investments Account balances 1) after current Plan Year debt service (in connection with a Securities Acquisition Loan), and 2) after current Plan Year distributions are made pursuant to Section 14 of the Plan. In the event that there is not sufficient cash or other liquid assets in the active Participants Other Investments Accounts to exchange for all of the shares of Company Stock in the Undistributed Accounts, the exchange of such cash or liquid assets (if any), shall be pro rata based upon the Company Stock held by the Undistributed Accounts. The purpose of this exchange is to assure that the Accounts of active Participants are invested in Company Stock, to the maximum extent possible within the assets available to the Trust, and to assure that the Undistributed Accounts are invested in assets other than Company Stock, to the maximum extent possible within the assets available to the Trust. To the extent your Undistributed Account is exchanged for cash as described herein, your Account will be treated as an Other Investments Account for purposes of the Plan, except that your Account will not invest in the Plan’s Company Stock fund. However, except in the case of reemployment, your Undistributed Accounts will not be credited with any further Contributions or Forfeitures.

XIV. MAY I WITHDRAW FUNDS PRIOR TO RETIREMENT

At your request, provided you are then age sixty-five (65) and a current Employee, the Committee shall direct the Trustee to pay to you an in-service distribution not to exceed fifty percent (50%) of your vested Plan Benefit allocated for Plan Years beginning prior to January 1, 2016. Such in-service distribution will be made in substantially equal annual installments over a period of five (5) years. If any in-service distribution is made, your Plan Benefit when computed will be reduced by the amount of such advance.

Notwithstanding the foregoing, in-service distributions are not available for any Plan Benefit allocated for Plan Years beginning on or after January 1, 2016.

XV. ARE THERE ANY RESTRICTIONS ON MY PLAN BENEFIT?

A. Is There a Market for the Stock?

If the distribution of your Plan Benefit is made in the form of shares of Company Stock, and if the stock is not immediately repurchased by the Employer (or the Trust), the Plan Committee will offer you or your Beneficiary a “put” option which will give you the right for sixty (60) days after the stock is distributed to require the Company to purchase your stock at fair market value. The Company may assign to the Trust the opportunity to purchase the shares of the Company at the time the “put” is exercised. If you do not exercise your “put” option within this first sixty (60) days, you will have an additional sixty (60) days in the following Plan Year.

The terms of payment for the purchase of such shares of stock shall be as set forth in the “put” and may be either in a single payment or in five (5) equal annual installments of principal together with interest on the unpaid principal balance.

B. Are There Any Restrictions on the Stock After It Is Distributed to Me?

If the distribution of your Plan Benefit is made in the form of shares of Company Stock, and if the shares are not immediately repurchased by the Employer (or the Trust), such shares shall be subject to a “right of first refusal.” If you should wish to sell or transfer your shares after they are distributed to you, they must first be offered by written offer to the Company, and then, if refused by the Company, to the Trust. In the event that the proposed transfer constitutes a gift or other such transfer at less than fair market value, the price per share shall be determined by an Independent Appraiser as of the latest fiscal year end. In the event of a proposed purchase by a prospective bona fide purchaser, the offer to the Company and the Trust shall be at fair market value, as determined by an Independent Appraiser as of the latest fiscal year end, or at the price offered by the prospective bona fide purchaser, whichever is greater.

XVI. WHAT IF THE PLAN BECOMES TOP HEAVY?

If the Account balances of “Key Employees” exceed sixty percent (60%) of the total Account balances, the Plan will be deemed to be a “Top Heavy Plan.” “Key Employees” are generally owners, officers, shareholders, or highly compensated individuals.

If the Plan becomes Top Heavy in any year, then if you complete one or more Hours of Service in that year you may be entitled to certain minimum benefits, and special rules will apply. Among these Top Heavy rules are the following:

- The Company may be required to allocate a minimum allocation to your Account if the Company makes a contribution.

XVII. HOW THE PLAN IS ADMINISTERED.

A. Who Administers the Plan?

The Plan will be administered by the Plan Committee appointed by the Board of Directors of the Company. The Plan Committee will make such rules, regulations, computations, interpretations and decisions, and shall maintain such records and accounts, as may be necessary to administer the Plan. The Plan Committee shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretation or construction shall be final and binding on all parties including, but not limited to, the Company and any Participant or Beneficiary, except as otherwise provided by law.

B. How Are the Shares of the Trust Voted?

The Company Stock acquired by the Plan is owned by the Qualified Stock Bonus Plan Trust. The Trustee of the Trust, appointed by the Board of Directors of the Company, is the legal representative of the Trust’s assets.

The Trustee receives instructions from the Plan Committee, and all Company Stock held by the Trust is voted by the Trustee in accordance with instructions from the Plan Committee.

XVIII. HOW IS MY ACCOUNT SET UP?

Separate record-keeping accounts are kept in your name.

As of each Anniversary Date, an allocation of shares of Company Stock contributed or purchased for that year is made to each Participant’s Company Stock Account.

The balance of cash Contributions used to invest in assets other than Company Stock, will be allocated to your Other Investments Account.

As soon as administratively feasible after each Anniversary Date, you will be notified of your Account balances resulting from Contributions, gains and losses, and also of the number of shares of Company Stock allocated to your Company Stock Account.

XIX. BENEFICIARIES.

A. May I Designate a Beneficiary?

Yes. Attached to this SPD is a form to be completed by each Participant to designate a Beneficiary, in case of his or her death. A Beneficiary Designation Form should be completed by each Participant to designate a beneficiary, in case of his or her death. The form can be obtained from the Plan Committee members. To be valid, your designation must be in writing and must be received by the Plan Committee prior to your death.

If you are married, you must designate your spouse as your beneficiary, unless your spouse signs the consent form (consenting to a different beneficiary) and such consent form is witnessed by a Plan representative or notary public. If you are married, and if you get divorced, the divorce will negate your former spouse as your Beneficiary, unless you submit a new written designation naming your former spouse as your Beneficiary. Any time you desire to change the Beneficiary, you should procure new forms from the Plan Committee.

If you have not previously completed this form, or if you wish to change or update your designation, please complete the Beneficiary Designation Form attached to the back of this SPD, retain a copy for your records and deliver the executed original to the Plan Committee.

B. What If I Have No Valid Beneficiary Designation?

At the time of your death, if you have no valid Beneficiary Designation Form on file with the Plan Committee, or if your designated Beneficiary fails to claim your benefit within a reasonable period of time after your death, your death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children, in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

XX. RESTRICTIONS ON PLAN BENEFITS.

A. May I Assign or Transfer My Account?

No, your interest under the Plan cannot be sold, assigned or transferred prior to a distribution to you. Furthermore, prior to distribution, your interest is not subject to any debts or claims against you except indebtedness to the Trust and orders to make payments or assign benefits to a spouse, former spouse, child or other dependent, pursuant to a Qualified Domestic Relations Order.

B. In the Case of A Qualified Domestic Relations Order, Can My Account Balances Be Paid To Someone Other Than Myself Or My Beneficiary?

Yes, in very limited circumstances. The Plan Committee may receive a court order directing it to pay all or a portion of your Plan Benefits to another person for child support or alimony or as part of a marital property settlement. If the order meets certain legal requirements, it will be considered a Qualified Domestic Relations Order (“QDRO”). In that case, benefits must be paid in accordance with the terms of the Plan and the QDRO. The Plan Committee will notify you and any other interested persons that it has received the order, and inform you of procedures for determining if the order is a QDRO and administering distributions made pursuant to the Plan and the QDRO. Participants and Beneficiaries can obtain a copy of the Plan’s QDRO procedures (without cost) by making a request to the Plan Committee.

C. Lost Participants.

If at the time you (or your Beneficiary) are entitled to a distribution, you (or your Beneficiary) cannot be located and after the Plan Committee has made reasonable efforts to locate you, the Plan Committee may choose to forfeit your Plan Benefit and treat such amounts as a Forfeiture in accordance with the terms of the Plan at the time specified below. The Plan Committee cannot forfeit a missing Participant’s Plan Benefit (or, in the case of a deceased Participant, his or her Beneficiary) unless each of the methods described below proves ineffective in locating the missing Participant.

The search methods for the missing Participants shall be as follows:

- 1) Use of certified mail.
- 2) Check related plan records.
- 3) Check with designated Beneficiary.
- 4) Use of a commercial letter-forwarding service.

If the search methods listed above prove unsuccessful, the Plan Committee may forfeit your Plan Benefit. Such forfeiture will occur as of the close of the Plan Year in which the Employer has completed all four of the search methods; provided that the forfeiture will not occur prior to the close of the 60th day after the letter has been submitted under the commercial letter-forwarding or participant locator service.

If you or your Beneficiary makes a written claim for the forfeited Plan Benefits subsequent to the forfeiture, the Employer shall cause the Plan Benefit to be reinstated in the following manner:

- (A) first from current Plan Year Forfeitures;
- (B) second from current Plan Year Trust earnings; and
- (C) third from current Plan Year Contributions.

To the extent the amounts described in clauses (A), (B) and (C) are insufficient to enable the Plan Committee to make the required restoration, the Employer must contribute the additional amount necessary to enable the Plan Committee to make the required restoration.

D. Are My Benefits Under the Plan Insured by the PBGC?

Under federal law, benefits promised under certain types of plans are insured by a federal agency known as the Pension Benefit Guaranty Corporation, or PBGC. Benefits under “individual account plans” such as this Plan are not covered.

XXI. HOW YOUR ACCOUNTS GROW.

Your Accounts reflect all of the factors which can affect the value of your Accounts:

1. Employer Contributions: Your Accounts are credited with a portion of your Employer’s Contribution.
 2. Income of the Trust: The Trust may also receive dividends and interest on other investments which it may hold as well as earnings attributable to the Company Stock held by the Plan.
 3. Expenses of the Trust: Expenses of administering the Plan and Trust will be paid by the Trust if they are not paid by the Company.
 4. Change in Value of Trust Assets: The current value of Company Stock held by the Trust is reflected by the earnings and asset value of the Company. The price of the stock will fluctuate each year depending largely on the value of the Company.
- Once a year, the Plan Committee will tell you the value of your Company Stock Account based on the number of shares allocated to your Account. If the Company’s stock increases in value, your Company Stock Account will increase in value. On the other hand, if the stock decreases in value, it will reduce the value of your Company Stock Account. The concept of the Employee Stock Ownership Plan is to substantially increase the value of the Company Stock held in the Trust over an extended period of time by constantly improving our business operation.
5. Forfeitures: Your Accounts receive a share of the Forfeitures when Employees leave the Company before becoming fully vested in their Accounts. The portion of their Accounts which they forfeit is determined by the vesting schedule. Forfeitures increase the allocation to your Accounts.

XXII. WHAT IS THE FUTURE OF THE PLAN?

The Company hopes that the Plan will accumulate a significant amount of Company Stock, so that the Employees will own a portion of the Company. However, it is possible that government regulations, legal considerations, or other unforeseen factors may make the continuation or expansion of the Plan undesirable at some future point. Accordingly, neither the Company nor its officers guarantee or warrant that the Plan will be continued, or that the Plan will acquire any specified percentage of the membership of the Company. In the event of any conflict between oral representations made by the Company’s officers and this written disclaimer, this written disclaimer shall prevail over any such oral representation. The Company has the right to terminate or amend the Plan at any time, but such action will not act to deprive any of you of the nonforfeitable Plan Benefit which has accrued to you under the Plan at the time of such an event. If the Plan is terminated,

the Accounts of all affected Participants will become one hundred percent (100%) vested. After termination of the Plan, the Trust will be maintained until the Plan Benefits of all Participants have been distributed in accordance with the terms of the Plan. Plan Benefits may be distributed as soon as administratively feasible following termination of the Plan or distributions may be made following your separation from service with the Employer, in accordance with the terms of the Plan, as the Company shall determine. If Plan Benefits will be distributed after the Plan is terminated, the distribution may be delayed until IRS approval of the Plan's termination is received. In the event that Company Stock is sold in connection with the termination of the Plan or the amendment of the Plan to become a qualified plan that is not a stock bonus plan, all Plan Benefits will be distributed in cash.

XXIII. CLAIMS BY PARTICIPANTS AND BENEFICIARIES.

(1) Procedure. Claims for benefits under the Plan shall be made in writing to the Plan Committee. (See the Article in this SPD entitled "General Information About Your Plan" for the name(s) and address of the Plan Committee.) The Plan Committee shall have full discretion to render a decision with respect to any claim. If a claim for benefits is wholly or partially denied by the Plan Committee, then the Plan Committee must provide notice of its denial to the claimant (a "Notice of Denial"), which shall be written in a manner calculated to be understood by the claimant and which shall set forth: (i) the specific reason or reasons for denial of the claim; (ii) a specific reference to the pertinent Plan provisions upon which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim, together with an explanation of why the material or information is necessary; and (iv) appropriate information regarding the steps to be taken if the claimant wishes to submit his or her claim for review.

(i) *Disability Claims*. If a claim is related to any distribution or rights to which a Participant or other claimant may be entitled in connection with the Participant's termination of employment by reason of becoming disabled ("Disability Plan Benefits") and the claim is wholly or partially denied by the Plan Committee, then the Plan Committee shall provide the Notice of Denial within a reasonable period of time, not to exceed 45 days after receipt of the claim. This period within which the Plan Committee must provide a Notice of Denial may be extended twice, for up to 30 days per extension, provided that the Plan Committee (i) determines that an extension is needed and beyond the control of the Plan, and (ii) notifies the claimant prior to the expiration of the initial 45-day period or of the first 30-day extension period. If the Plan Committee shall fail to notify the claimant either that his or her claim for benefits has been granted or that it has been denied within the initial 45-day period or prior to the expiration of an extension, if applicable, then the claim shall be deemed to have been denied as of the last day of the applicable period, and the claimant then may request a review of his or her claim.

(ii) *Other Claims*. The Plan Committee shall notify a claimant in writing of the denial of any claim not related to Disability Plan Benefits within a reasonable period of time, not to exceed 90 days after receipt of the claim. If the Plan Committee shall fail to

notify the claimant either that his or her claim has been granted or that it has been denied within 90 days after the claim is received by the Plan Committee, then the claim shall be deemed to have been denied.

(2) Procedure for Review of a Denied Claim.

(i) *Disability Claims.* If a claim is denied, a claimant may file a written request with the Plan Committee that it conduct a full and fair review of his or her claim, and the Plan Committee then must make a determination with respect to its review of the denied claim. A claimant must file a written request for a review of a claim for Disability Plan Benefits with the Plan Committee within 180 days after the receipt by the claimant of a Notice of Denial of his or her claim or within 180 days after the claim is deemed to have been denied. The Plan Committee's decision with respect to its review of the denied claim shall be rendered not later than 45 days after the receipt of the claimant's request for a review, unless special circumstances require an extension of time for processing, in which case the 45-day period may be extended to 90 days if the Plan Committee shall notify the claimant in writing within the initial 45-day period and shall state the reason for the extension.

(ii) *Other Claims.* A claimant must file a written request for a review of any claim not related to Disability Plan Benefits with the Plan Committee within 60 days after the receipt by the claimant of a Notice of Denial of his or her claim or within 60 days after the claim is deemed to have been denied. The Plan Committee's decision with respect to its review of the denied claim shall be rendered not later than 60 days after the receipt of the claimant's request for a review, unless special circumstances require an extension of time for processing, in which case the 60-day period may be extended to 120 days if the Plan Committee shall notify the claimant in writing within the initial 60-day period and shall state the reason for the extension.

(3) Review of Documents. In connection with a claimant's appeal of a denial of his or her benefits (including Disability Plan Benefits), the claimant may review pertinent documents and may submit issues and comments in writing. The Plan Committee shall have full discretion to fully and fairly review the claim, and the Plan Committee's decision upon review shall (i) include specific reasons for the decision, (ii) be written in a manner calculated to be understood by the claimant, and (iii) contain specific references to the pertinent Plan provisions upon which the decision is based.

XXIV. 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 shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other locations, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports (Form 5500 Series) and updated Summary Plan Description.

2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

4. Obtain, once a year, a statement of the total benefits accrued and the nonforfeitable (vested) benefits (if any) or the earliest date on which benefits will become nonforfeitable (vested). The Plan may require a written request for this statement, but it must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These persons are referred to as "fiduciaries" in the law. Fiduciaries must act solely in the interest of the Plan Participants and they must exercise prudence in their performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan. Your Employer may not fire you or discriminate against you to prevent you from obtaining a benefit or exercising your rights under ERISA.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or your rights under ERISA, you may contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical

Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210 with respect to any questions you may have regarding your ERISA rights.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

CMA Group Qualified Stock Bonus Plan

BENEFICIARY DESIGNATION FORM (INSTITUTIONAL)

Participant's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Payroll or Employee Number: _____

Employment Location: _____

Date of Birth: ____/____/____ Social Security Number: ____-____-____

Marital Status: ☐ unmarried/divorced ☐ married ☐ separated

Instructions: Use this form to designate a trust, an institution or a similar entity as the party to whom benefits are to be paid from your interest in the CMA Group Qualified Stock Bonus Plan (the "Plan") in the event of your death prior to distribution to you of your entire interest in the Plan. Do not use this form if benefits are to be paid to one or more individuals. (The proper form can be obtained from your Plan Administrator.) If you are married or separated (but not divorced) at the time of your death, and if you wish to have benefits paid to the entity(ies) you have designated, your spouse must consent to the beneficiary designation(s) you have made herein. If you are not married now, become married, and are married at the time of your death, this Beneficiary Designation will not be valid unless your spouse has added his or her consent to this designation.

I name the following as the Beneficiary or Beneficiaries to receive any benefits payable upon my death in the proportions indicated:

1. Payee: _____
Address: _____
Percentage of benefit to be paid to this beneficiary _____ %
2. Payee: _____
Address: _____
Percentage of benefit to be paid to this beneficiary _____ %
3. Payee: _____
Address: _____
Percentage of benefit to be paid to this beneficiary _____ %

If I have designated more than one Beneficiary, and if one or more of those Beneficiaries ceases to exist prior to my death, I direct that the amount payable by reason of my death be divided among my remaining designated Beneficiaries in the ratio established by the percentages indicated with respect to those remaining beneficiaries. If the percentages do not add up to 100%, the benefit payable shall be allocated by the ratio of the percentages.

The execution of this form and delivery thereof to the Plan Administrator revokes all prior beneficiary designations that I have made. The beneficiary designations made hereby shall become invalid if I am married at the time of my death unless my spouse has consented in writing to my designation of nonspousal beneficiaries (if any such be made herein), and, if appropriate, has waived any Qualified Preretirement Survivor or Qualified Joint and Survivor Annuity benefits that would otherwise be in effect under the default provisions of the Plan.

Date: _____

Signature

Witnesses:

SPOUSAL CONSENT MAY BE REQUIRED.

CONSENT BY SPOUSE (Signature must be witnessed by Plan official or by notary public.)

I certify that I am the spouse of the Participant named on page 1 of this form. I have read the form as completed and signed by my spouse. I hereby consent to the Designation of Beneficiary. I acknowledge that, to the extent anyone other than me is designated as a Primary Beneficiary, I am waiving any rights that I may otherwise have to receive benefits under the Plan after my spouse's death.

Date: _____

Signature

Signature witnessed by:

Notary Seal, if applicable

Title: _____

CMA Group Qualified Stock Bonus Plan

BENEFICIARY DESIGNATION FORM (INDIVIDUAL)

Name of Participant: _____ Date: _____, 20 ____
Date of Birth: _____

I hereby revoke any Beneficiary Designation I may previously have made under the above Plan and designate the following as my Beneficiary(ies) under the Plan:

<u>Name</u>	<u>Share (or %)</u> (if applicable)	<u>Relationship</u>	<u>Current Address</u>
Primary Beneficiary(ies):			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If more than one person is designated above and all but one die, state whether survivor shall receive 100%. See attached sheet for examples of common beneficiary designation: _____.)

In the event said primary Beneficiary(ies) does not survive me, or dies before receiving full payment, the undistributed benefits shall be paid to the following-named secondary Beneficiary(ies):

<u>Name</u>	<u>Share (or %)</u> (if applicable)	<u>Relationship</u>	<u>Current Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Again, if more than one person is designated as secondary Beneficiary, state whether survivor shall receive 100%. See attached example sheet: _____.)

Current marital status (check one):

- [] I AM NOT married. I understand that if I become married in the future, this form automatically ceases to apply and I should file a new Designation of Beneficiary.
- [] I AM married. If my spouse is not the only Primary Beneficiary, my spouse has signed the consent on page 2 of this form. (If consent of your spouse cannot be obtained [e.g., cannot be located, is incapacitated, etc.], contact the Company for information about possible alternatives.)

I reserve the right to change my Beneficiary at any time by signing a new Designation of Beneficiary and filing it with the Plan Committee.

Neither this Designation nor any future change of Designation will be effective for any purpose unless filed with the Company prior to the death of the Participant.

This Designation is subject to the terms of the Plan, which the Company has the right to amend at any time.

(Signature of Participant)

FOR COMPANY USE ONLY: Received for filing on _____, _____

By: _____

Title: _____

INSTRUCTIONS TO PARTICIPANT: Please sign two copies of this Designation of Beneficiary form and deliver both copies to the Plan Administrator. The Company will complete the receipt and return one copy to you for your records.

CONSENT BY SPOUSE (Signature must be witnessed by Plan official or by notary public.)

I certify that I am the spouse of the Participant named on page 1 of this form. I have read the form as completed and signed by my spouse. I hereby consent to the Designation of Beneficiary. I acknowledge that, to the extent anyone other than me is designated as a Primary Beneficiary, I am waiving any rights that I may otherwise have to receive benefits under the Plan after my spouse's death.

Date: _____

(Signature of Spouse)

Signature witnessed by:

Notary Seal, if applicable

Title: _____

EXAMPLES
OF
COMMON BENEFICIARY DESIGNATIONS

Example	Primary Beneficiary	Secondary Beneficiary -If Any
	<u>ONE BENEFICIARY ONLY</u>	
1	Mary E. Jones, my wife 2000 Ridge Avenue Burlingame, CA 94010	
	<u>TWO PRIMARY BENEFICIARIES</u>	
2	Mary E. Jones, my mother--25% Alfred H. Jones, my father--75% 2000 Ridge Avenue Burlingame, CA 94010 Unequally, as shown, or the Survivor	
3	Mary E. Jones, my mother Alfred H. Jones, my father 2000 Ridge Avenue Burlingame, CA 94010 Equally or the Survivor	
	<u>PRIMARY AND SECONDARY BENEFICIARIES</u>	
4	Mary E. Jones, my wife 2000 Ridge Avenue Burlingame, CA 94010	Edith H. Jones, my daughter Robert B. Jones, my son or any children born subsequently of my present marriage - Equally or the Survivor of Survivors
5	Alfred H. Jones, my husband 101 West Road Burlingame, CA 94010	Mary E. Smith, my mother 205 First Street Redwood City, CA 94063