EMPLOYEE STOCK OWNERSHIP PLAN (ESOP)

WE OWN IT.

When we say "employee-owners," we mean it. Our Employee Stock Ownership Plan (ESOP) means our Company is owned by the people who work here.

Being an employee-owned firm is integral to our Company identity. It's the foundation of our values, our culture, and the way we serve our clients. It also establishes a direct link between the Company's performance and our personal wealth.

WHAT IS AN ESOP?

WE SUGGEST YOU WATCH THE MOVIE

WATCH ESOP VIDEO 1 >

An ESOP is a qualified retirement plan. It gives all eligible employee-owners an option to own stock in the Company.

If you are eligible, ESS contributes shares of stock to your ESOP account each year. The longer you work for the Company, the more stock you accumulate.

When the Company does well, the value of the Company stock rises. Over time, the wealth of your ESOP account may grow through volume of shares and appreciation.

When eligible vested employee-owners reach retirement or decide to leave the Company, they receive payments for the value of their account.

ITS KINDA A BIG DEAL

EMPLOYEE-OWNERS AT ESOP COMPANIES HAVE 2.5 TIMES GREATER RETIREMENT ACCOUNTS THAN THOSE WHO WORK FOR NON-EMPLOYEE-OWNED COMPANIES.

NATIONAL CENTER FOR EMPLOYEE-OWNERSHIP

HOW IT WORKS

BREAK OUT THE POPCORN

WATCH ESOP VIDEO 2 >

HOW YOU CAN ACCUMULATE WEALTH

Generally speaking, you earn shares of Company stock simply by working for the Company 1,000 or more hours each year. If people leave before they are vested, their shares are forfeited and split up between those in the ESOP.

Shares of the stock can gain or lose money, depending on the Company's performance. When you put in the hard work, the Company is profitable. When the Company is profitable, the stock value goes up.

ELIGIBILITY & VESTING

To be eligible for the plan, you must be 18 years old and have 1,000 hours worked for the Company. Once you are eligible, you will begin to earn shares.

You will be vested after three years of service as defined by the plan. **A year of service is defined as 1,000 or more hours of work in a plan year.** Our plan year is January 1 through December 31.

If you have been in the plan for less than three years of service, you will not be vested. However, you will have stock in a non-vested account, and that stock will appreciate if the stock price goes up.

YEARS OF SERVICE	VESTING %
LESS THAN 3 YEARS	0%
3 YEARS OR MORE	100%

Remember, a year of service = 1000+ hrs of work in a plan year.

SIGNIFICANT PROVISIONS

55 YEARS OLD & 10 YEARS OF SERVICE	DIVERSIFICATION AVAILABLE
59.5 YEARS OLD & 13 YEARS OF SERVICE	LEAVE YOUR MONEY VESTED IN THE ESOP AND RETIRE OR WITHDRAW YOUR MONEY AND KEEP WORKING

PAYOUTS

IF YOU LEAVE:
Up to $25,000 in the year following separation. For example, if you leave March 2021, the earliest the payout would be available is March 2022.

DISABLED, DEATH OR RETIREMENT:
100% paid out the following plan year

WHAT YOU OWN

MOVIE TIME AGAIN

WATCH ESOP VIDEO 3 >

Being 100% employee-owned means everyone who works for ESS is a part-owner of our company. We're proud to say that the profits of our company stay right where they should – with the people that work hard to build it.

EMERY SAPP CONSTRUCTION, INC HOLDING COMPANY

EMERY SAPP & SONS

2001
HARDY'S JOINED ESS.

2008
ESS ACQUIRED KENNEDY CONTRACTORS.

2012
SWIFT ASPHALT PAVED ITS WAY TO ESS.

2015
PERMANENT PAVING, INC. BECAME A LASTING FIXTURE OF ESS.

2019
CHESTER BROSS CONSTRUCTION SET UP SHOP ALONGSIDE ESS.

ESS EXTENDED FAMILY

2016
ESS MATERIALS FOUNDED.

2019
ESS GREEN INFRASTRUCTURE IS LAUNCHED.

2019
ACHEN-GARDNER CONSTRUCTION PARTNERS WITH ESS.

2019
HUTCHENS CONSTRUCTION BECAME AN EMERY SAPP & SONS COMPANY.

2020
ESS GEEKED OUT AND ACQUIRED PREMIER TESTING LABORATORIES.

2021
ESS ACQUIRES TOM BOYCE EXCAVATING IN BRANSON, MISSOURI.

Stock valuation is determined by the profitability and performance of each member Company. Shares of the ESOP are divided among employee-owners across the entire Company.

The value of the stock, the number of eligible participants and the number of shares outstanding will all change each year. Together, these values will determine the share price. ESS has experienced tremendous growth since establishing the ESOP in 1998. In recent years, ESS' stock value has risen on average by more than 25% per year.*

YEAR	GROWTH
2015	21.95%
2016	34.17%
2017	29.12%
2018	14.50%
2019	22.85%
2020	34.83%
2021	26.42%

*Year-over-year incremental increases.

BALANCES

HOW HIGH CAN YOU HELP US BUILD IT?

Using the latest data available, here are the average balances for employee-owners who have been in the plan for a certain number of years.

YEARS OF SERVICE	AVERAGE BALANCE
1 YEAR	$2,362
3 YEARS	$14,068
5 YEARS	$33,631
10 YEARS	$138,574
15 YEARS	$266,505

THE VALUE OF YOUR PLAN IS DETERMINED BY THE NUMBER OF SHARES YOU OWN.

YOUR ESOP COULD EVEN HIT THE JACKPOT

USING THE LATEST DATA AVAILABLE, **27 COMPANY EMPLOYEE-OWNERS HAVE BALANCES OF $500,000 OR GREATER** - INCLUDING 17 FIELD EMPLOYEE-OWNERS. WHAT A GREAT NEST EGG FOR RETIREMENT!

WANT PROOF THAT EMPLOYEE-OWNERSHIP DRIVES OUR RESULTS?

Look no further than other companies you have worked for in the past. The spirit of employee-ownership definitely makes a difference in the way our business operates, and the success it achieves.

Because we all have an ownership at stake, we're safer, more diligent, more conscious of the bottom line. And, the very people who help build this company are the ones who will share in the rewards of its success. As an employee-owner, we do have an expectation of you. We want you to really understand your ESOP and the benefits of employee-ownership.

SUMMARY PLAN DESCRIPTION
EMERY SAPP CONSTRUCTION, INC.
EMPLOYEE STOCK OWNERSHIP PLAN

(PLAN LAST UPDATED JUNE, 2016)

HISTORY AND PURPOSE OF PLAN

Emery Sapp Construction, Inc. (the "Company") sponsors and maintains the Emery Sapp Construction, Inc. Employee-owner Stock Ownership Plan (the "Plan") for the purpose of allowing eligible employee-owners of the Company and its affiliated employers to share in the ownership of the Company and to assist in saving for retirement. This document provides a summary of the Plan and highlights the Plan's more important provisions. However, the terms of the official Plan will control in case of a conflict with this summary.

The official Plan document may be reviewed during regular business hours at the Company's office. A copy of the Plan is also available from the Plan Administrator. A small fee may be charged to cover copying costs.

You should read this summary carefully as it gives you a description of your Plan, how it works, what benefits are provided, and how those benefits may be obtained. If the summary does not answer your questions or if you need further information, please contact your human resource representative.

WHEN WAS THE PLAN ESTABLISHED?

The Plan was adopted by the Company effective as of January 1, 1998. The Plan year is from January 1 to December 31 of each year.

WHAT'S THE PURPOSE OF THE PLAN?

One purpose of the Plan is to permit eligible employee-owners to share in the ownership of the Company. This is achieved by investing employer contributions to the Plan in common stock of the Company. Another purpose of the Plan is to enhance the ability of the participating employers to attract and retain capable employee-owners by providing a means to increase retirement income. However, the Plan is not intended to, nor will it provide you with retirement income which alone is adequate to maintain a comfortable living standard after retirement. Consequently, if you participate in this Plan, you should recognize its limited nature and consider additional methods to save money for retirement.

ELIGIBILITY

Who is eligible to participate in the Plan?
Generally, all employee-owners of the participating employers are eligible for the Plan. However, the following individuals are not eligible: leased employee-owners; independent contractors or contract workers; and certain union employee-owners.

When does participation commence?
An eligible employee-owner will join the Plan as of January 1 of the year during which the eligible employee-owner completes 1,000 hours of service and has attained age 21.

Example: If an employee-owner (who is age 21) is hired on May 1, 2002, and works at least 1,000 hours of service prior to December 31, 2002, the employee-owner will be eligible to participate in the Plan for the 2002 Plan year. If instead the employee-owner does not complete 1,000 hours of service until after December 31, 2002, but during 2003, he or she would enter the Plan for the 2003 Plan year.

If you terminate employment after having become a participant in the Plan and are subsequently re-employed, you will be eligible to rejoin the Plan as of your re-employment date (unless you were 0% vested in your accounts at the time of your termination of employment and you incur a five year break in service). If you terminate employment before working 1,000 hours and are then re-employed, you will be treated as a new employee-owner. However, if you are re-employed during your original anniversary year of employment, your pre-break hours of service will be combined with your post-break hours to determine whether you have satisfied the 1,000 hour requirement.

LOAN TO THE PLAN

What is the funding status of the Plan?
The Trustee of the Plan is authorized to borrow funds from the Company or from another lender for the purpose of acquiring Company stock. Any such loan is referred to in this summary as an "ESOP Loan." The Plan may purchase Company stock directly from the Company or from an existing shareholder.

How is the stock purchased with the proceeds of an ESOP Loan accounted for?
Any Company stock purchased with the proceeds of an ESOP Loan will be credited to an "unallocated suspense account" which is maintained as part of the Trust established for the Plan. As the loan balance is repaid, a proportionate number of shares of stock credited to the unallocated suspense account will be released or withdrawn from the account and allocated among participants. See "What happens to the employer contributions?" below.

CONTRIBUTIONS

Do I have to contribute money to the Plan in order to participate?
No, you are neither required nor permitted to make any contributions to the Plan.

How much does my employer contribute?
The Company determines the annual contribution to the Plan for each Plan year. The Company can make a contribution in cash and/or shares of Company stock in its discretion.

What happens to the employer contributions?
Employer contributions will be paid over to the Trustee of the Plan and Trust by the time required by applicable law. If the Plan has entered into an ESOP Loan, the Trustee may use the contributions to make payments due on the ESOP Loan. Such payments will result in shares of Company stock being released from the unallocated suspense account and allocated among eligible participants as of the last day of each Plan year.

The portion of any shares released (or any contribution which is not used to repay an ESOP Loan) will be allocated among the employer contribution accounts of participants in the proportion that each participant's compensation for the Plan year bears to the total compensation of all participants.

Example: During a Plan year assume the total compensation paid to all participants in the Plan was $1,000,000. For that year the Company contributes $100,000 to the Plan which is used to repay an ESOP Loan, resulting in 1,000 shares being available for allocation among participants. Assume you received pay of $20,000 for that year. Since your pay was 2% of the total paid to all participants ($20,000/$1,000,000 = 2%), the number of shares credited to your account in the Plan for that year would be 20 (2% x 1,000 = 20).

In addition to the employer contributions being allocated to your account, the income and any gains, losses and expenses allocable to your account will be added or subtracted, as the case may be.

Note: Even though you receive an allocation for any Plan year, you may lose your right to receive all or part of the amounts credited to your account if you terminate employment prior to the time you become vested (see "What if I stop working before I retire?" below

INVESTMENTS

How are the Plan's assets invested?
The Plan is designed to be invested primarily in common stock of the Company. However, a portion of the Plan's assets may be invested in assets other than Company stock in order to maintain liquidity for Plan distributions or other Plan purposes.

How will I know how much my accounts are worth?
You will receive an annual statement which shows the number of shares of Company stock allocated to your account, and the value of those shares, as of the end of each Plan year. The annual statement will also indicate the value of any other assets allocated to your account.

Do I have any control over the investment of my accounts in this Plan?
Generally, no. However, once you have completed 10 years of participation under the Plan (not just 10 years of service with the Company) and have reached age 55, you will become a "qualified participant" and will be permitted to direct the investment of up to 25% of Company.

Stock credited to your account either by electing to receive that portion of your balance as a distribution, or by directing the investment of the diversified proceeds as described below. If you elect a distribution, you may rollover such distribution to any qualified retirement plan that will accept your rollover, including the Emery Sapp & Sons, Inc. 401(k) Plan (if you are actively employed), or an IRA. You may elect to diversify within 90 days following the date you are provided the valuation as of the last day of the applicable Plan year (i.e., the valuation as of the last day of the Plan year in which you became a qualified participant or the next 5 Plan years). During the last of those 6 Plan years, however, you may elect to diversify up to 50% (less the portion of your account diversified by a prior election) of your account and receive that portion of your balance as a distribution. If you elect to diversify a portion of the Company stock credited to your account, the diversification will be made no later than 180 days following the end of the Plan year for which the diversification election applies. Once implemented, an election to diversify your accounts will be irrevocable.

Certain individuals' Company stock accounts are subject to "mandatory diversification." If mandatory diversification applies, the Company stock in such accounts will be diversified according to the schedule below and invested in assets other than Company stock. A "diversification event" means a separation from service or qualification of a QDRO as applicable.

Plan Year Following the Plan Year In Which Diversification Event Occurs

- **First**
- **Second**
- **Third**
- **Fourth**
- **Fifth or greater**

Diversification Percentage Applied to Stock Balance as of Immediately Preceding Valuation Date

- **20%**
- **25%**
- **33 ⅓%**
- **50%**
- **100%**

If you terminated before 2012, the diversification percentage is determined using this schedule as if you terminated in 2012, with one exception: 100% of the shares will be diversified in the fifth Plan year following the Plan year in which your actual date of termination occurred.

Mandatory diversification applies to the Company stock accounts of the following individuals: (A) highly compensated employee-owners; (B) non-highly compensated employee-owners whose separation from service occurs before attaining age 59½ and completing 13 years of vesting service; (C) non-highly compensated employee-owners who separate from service on or after attaining age 59½ and 13 years of vesting service who elect to opt-in to mandatory diversification; and (D) alternate payees under a QDRO.

If mandatory diversification pursuant to the schedule above would result in diversification of Company stock credited to an account of less than $5,000, diversification will apply to the lesser of $5,000 of Company stock, or all of the Company stock, in the account.

You may choose how to invest the diversified proceeds of Company stock from your account among investment funds made available under the Plan.

If you do not direct the investment of your diversification proceeds, you will be deemed to have elected to invest such assets in the default fund designated by the Administrative Committee. The diversified portion of the Plan is intended to constitute a plan described in section 404(c) of ERISA, and the fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of your investment instructions.

The Plan Administrator must receive written notice from you within 30 days from the date of the first written statement confirming your investment directions if your investment direction was not properly implemented. If the Plan Administrator does not timely receive such written notice, you will be deemed to have selected the investments that were implemented until another election is received and a reasonable period of time has been allowed to implement the new election.

WITHDRAWALS, LOANS AND ASSIGNMENTS

May I withdraw any part of my account while I am employed?

Yes, you may receive any portion of your account value which you are actively employed once you have attained age 59½ and completed 10 years of vesting service.

May I borrow against my account in the Plan?

Yes, The Plan allows you to borrow.

May I assign or pledge my interest in the Plan?

No, as required by law, the Plan contains a "spendthrift clause", which prevents you from assigning, borrowing, pledging or otherwise encumbering your interest in the Plan. Your interest in the Plan cannot be used as security for a loan to the Plan or to anyone else. An exception to this rule is that the Plan Administrator must honor a "qualified domestic relations order" issued by a court or an order issued by a court that obligates you to pay child support or alimony payments. Such a court order may require the Plan to make a lump sum payment, annuity payment, or other payment. Any such qualified order may specify that up to $5,000 of the amount payable to the person who is the subject of the court order may be immediately separated from your account. The Plan Administrator can also withdraw such amount from your account and pay it to the person who is the subject of the court order, without change, in accordance with the Plan's qualified domestic relations procedures.

BENEFITS UNDER YOUR PLAN

How much will my entitlement to a retirement benefit be when I retire?

If you remain employed until age 65 or after your attainment of normal retirement age, death, or permanent and total disability, you will be 100% vested in your account in the Plan.

Your "normal retirement age" is defined as the later of the date you attain age 59½ or your first year of active participation in the Plan as an employee-owner.

You will be considered permanently and totally disabled for purposes of the Plan if you qualify for disability benefits under your employer's long term disability plan. If you are not covered by such a plan, eligible to participate in such plan, then if you are incapable of performing the duties of your employment for a period of time that is expected to last for at least twelve months.

What portion of my account will be entitled to if I terminate employment?

If you stop working for any reason other than death, disability or attainment of your normal retirement age, you will receive a benefit from the Plan equal to your vested interest in your account. Using the "vested benefit" is the non-forfeitable portion of your account that you actually receive from the Plan. To calculate your vested benefit, the balance of your employee-contribution account at the time you terminate employment is multiplied by a percentage. The "vesting percentage" is a number you can determine by using the chart below and your date of termination. For the portion of your account attributable to employer-contributions made for Plan year after 2010, the vesting schedule is as follows:

If years of service for vesting are:
Less than 2 years = 0%
2 or more years = 100%

For the portion of your account balance attributable to employer contributions made for Plan years prior to Plan year, the vesting schedule is as follows:

If years of service for vesting are:
Less than 3 years = 0%
3 or more years = 100%

What is a year of service for vesting purposes?

A year of service for vesting purposes is a Plan year in which you earn 1,000 or more hours of service. However, if you terminate prior to January 1, 1994 will not be counted as a year of vesting service.

How do I learn of my vested benefit?

You will receive a statement showing an hour of service for each hour you are paid, noncompensation for time actually spent in service, but time worked for which you are paid, such as vacations, holidays, sickness and disability, and time for which you are paid for your service in the armed forces of the United States, and for jury duty and military service. In the case of unpaid leaves of absence, no hours will be credited. If you are not paid on an hourly basis, you will be credit because no records are kept of the actual hours you work, you will be credited with 45 hours of service for each week in which you are paid for at least one hour of service, or for which you are paid for a full week of absence.

What happens to my non-vested portion of my account?

If your account is fully vested, your account will be distributed upon your termination of employment. If your account is partially vested, the non-vested portion of your account will be forfeited upon your termination of employment. Your vested account balance is 100% of your account if you are 100% vested, or the vested portion of your account if you are less than 100% vested. However, you may elect to not cash out your vested account balance if you are 62 and have at least three years of service. Upon your retirement, you will receive a lump sum payment of your account balance. Your vested account balance may be rolled over into an qualified plan or an individual retirement account.

Vesting Schedule for Employee-Owners Who Terminate Employment Prior to January 1, 2011

The following schedule shows you how your vesting percentage is determined if you terminate employment prior to January 1, 2011:

Vesting Schedule

The following schedule shows you how your vesting percentage is determined if you terminate employment prior to January 1, 2011:

Vesting Schedule

- Your account will be distributed without any consent or notice to you if the Plan Administrator determines that your vested benefit is $5,000 or less. Your vested benefit is the amount that the Plan Administrator determines is your vested interest in your account.
- Your account will be distributed without your consent or notice to you if the Plan Administrator determines that your vested benefit is $5,000 or less. Your vested benefit is the amount that the Plan Administrator determines is your vested interest in your account.
- If you stop working for any reason other than death, disability or attainment of your normal retirement age (age of 59½ or 10th anniversary of participation in the Plan), you will receive a benefit from the Plan equal to your vested interest in your account.
- If you stop working for any reason other than death, disability or attainment of your normal retirement age (age of 59½ or 10th anniversary of participation in the Plan), you will receive a benefit from the Plan equal to your vested interest in your account.
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- If you stop working for any reason other than death, disability or attainment of your normal retirement age (age of 59½ or 10th anniversary of participation in the Plan), you will receive a benefit from the Plan equal to your vested interest in your account.

Are there any special rules that allow me to elect to receive part of my vested account?

Yes, The Plan allows you to elect to receive up to $5,000 of your vested account as one or more partially-paid distributions following termination while continuing with an immediately following plan distribution of the balance of your vested account, which will be distributed at the time described under the paragraph question and answer.

When are my accounts valued for purposes of distribution?

For distribution purposes, your benefits will be valued as of the immediately preceding valuation date, and is generally December 31 of each year (although special valuations may be made at other times).

Are all payments in kind?

A distribution with respect to Company stock credited to your account will be made in whole shares of Company stock, except that if the Company or a related company is payment-obligated on behalf of Company stock at the same time as following the distribution, Unless the Company elects to make a cash payment, the distribution of Company stock at the same time as distribution to the Company or a related company of the payment-obligation, in which case, the Plan Trustee may exercise such purchase rights, if a distribution with respect to assets other than Company stock will be distributed in cash or in kind.

Payment generally will be made in a single lump sum. However, if you have attained age 59½ and have completed 10 years of service, you may elect to receive payment in annual installments over a period not exceeding 5 years.

May am I based on distributions made to me from the Plan?

Yes, you may elect to receive up to $5,000 of your vested account balance in the form of partial payments, in lieu of a single payment, if you have attained age 59½ or have completed 10 years of service. If you elect to receive payments, you may elect to receive such payments over a period not exceeding 5 years.

In general, you purchase the Company stock which the Company has agreed to take in exchange. You can have all or any portion of your distribution made in cash or "stock rollover" or a combination of the two. A rollover is a payment of your account balance to your individual retirement account (IRA) or to a qualified plan sponsored by your new employer. If you elect a "stock rollover", you can have your distribution from the Plan rollover their non-dividend distributions following retirement of age 70½ will be taxable.

If you choose a direct rollover to an IRA or other qualified plan, then the following will apply:

- Your payment will not be taxed in the current year and will not be withheld.
- Your payment will be made directly to your IRA, or to another employer plan that accepts your rollover.
- Your payment will be taxed when you take it out of the IRA or the employer plan.

If you choose to have your account balance paid directly to you, then the following will generally apply:

- Your payment will be taxed in the current year unless you roll it over, and 20% federal income tax will be withheld from your payment if you are distributed. For example, if 100% of your account balance is Company stock, then no amount will be withheld. If instead you receive a distribution of your account balance in cash, then 20% of the cash and the value of the distribution of Company stock will be withheld, and amount of the 5,000 cash portion of the distribution, and the value of the distribution of Company stock, you should consult your tax advisor. If you receive a distribution of your account balance in cash, you may be subjected to an additional 10% federal income tax.
- You can roll over the amount you receive within 60 days to another employer plan that accepts your rollover which will defer the current taxation of the amount rolled over. You can roll over the amount you receive within 60 days to an individual retirement account (IRA).

Can I designate my beneficiary and change such designation?

Yes, The Plan permits you to designate a beneficiary to receive your vested account balance in the event of your death. However, spouse, if married, is the beneficiary of your account unless the spouse and beneficiary unless you have properly designated a beneficiary and your accounts are valued at the date of your death, the Plan may change your beneficiary designation (subject to your consent) at any time by completing a change of beneficiary form available from your human resources representative.

VALUATION OF ACCOUNTS

How is my account value determined?

At the end of each Plan year (and periodically other times), your interest in the Plan is valued. Your share of the Plan's investment earnings including the number of shares of Company stock credited to your account by appreciation of value of the stock determined by independent appraisers. The value of your account is then credited to your account also will be determined.

Note: The value of Company stock and other non-stock investments credited to your account are not guaranteed in your name, but are subject to the risks of the Plan's investments. The value of your account will be kept by the Plan's record keeper at Plan year-end only. Plan is liquidity intermittent. From time to time, your account will be adjusted to reflect any distribution to Company stock or other investments credited to your account.

VOTING COMPANY STOCK

May I vote the Company stock allocated to my account?

As a participant in the Plan, you have the right to direct the Trustee as to how to vote the stock credited to your account. Voting instructions will be solicited from participants in connection with matters of corporate merger or consolidation, recapitalization, reclassification, liquidation, dissolution or sale of substantially all the assets of the Company, or to the extent required by the Trustee or other to liquidation or dissolution of the Company or Trustee's discretion, if you fail to direct the Trustee with respect to any matter on which you are entitled to vote, the Trustee will vote the shares of stock allocated to the Company's share of directors, unless the board does not act in accordance with the Company's share of directors, unless the board does not act in accordance with the Company's share of directors.

TOP-HEAVY PROVISIONS

What does it mean if the Plan is top heavy?

The Plan is top heavy if at the end of the preceding calendar "top heavy" The generally would mean if the amount accounts of key employee-owners" (e.g., certain owners and officers of the Employer) exceeds 60% of the total amount of all employee-owner accounts in the Plan as of the end of the preceding Plan year. If the Plan is top heavy, then the Employer must make a minimum contribution on behalf of non-key employee-owners who are employed in top heavy schedule will apply. The Plan is not expected to become top heavy. If the Plan should become a top heavy, you will be notified of the special provisions that apply.

CLAIMS FOR BENEFITS

What must I do to claim my benefits?

Your Plan Administrator will notify you in the event of your death, or your duly authorized representative, stands to receive a benefit, or entitled, to receive a distribution from the Plan, contact the Plan Administrator for the appropriate forms, which will include the claim information.

If a claim for benefits is denied in whole or in part, notice of the denial will be given to the person making the claim within 90 days (or 180 days if special circumstances apply). The notice will be written in a manner of general understanding and will state the reason for the denial of additional 90 days from the end of the initial 90 day period (or 180 days in the case of a claim) claim an additional 30 days from the end of the initial 45 day period). The notice will state the reasons for the denial, the specific provisions of the Plan on which the denial is based, a description of any additional information or material or information necessary to have the claim allowed, and an explanation of the procedure for filing a claim for benefits. If the claim is denied, the notice will also inform the claimant that a Plan guideline was relied on in making the decision, a copy of the guideline will be provided upon request, without charge, upon request.

If the claim is denied, the notice will also inform the claimant that the claimant may request a review of the denied claim by submitting a written request to the Plan Administrator within 60 days after receipt of the notice of the denial. The Plan Administrator, which will hold a hearing if requested by the claimant, and will notify the claimant of the decision on the review within the time limitations described above, upon claim denial request.

If the determination involves a claim of disability, the following additional notice applies to an appeal. First, the review will not allow any deference to the initial adverse benefit determination and will be conducted by a Plan fiduciary who did not initially make the adverse benefit determination or a subordinate of such person. In addition, a medical or vocational expert whose advice was obtained in connection with the initial determination, but not an individual who was consulted by Plan fiduciary. Third, any health care professional who is engaged for a consultation on appeal will be a different person from and not subordinate to any health care professional the Administrative Committee consulted for the initial determination.

If you wish to pursue your claim to a benefit in court, you may do so only if you exhaust all of the claims procedures and file the claim in a court of competent jurisdiction within 1 year after the decision on review is furnished or is deemed to be unavailable.

PLAN AMENDMENT OR TERMINATION

Can changes be made to the Plan after I become a participant?

Yes, the Company may change the Plan from time to time and may terminate participation in the Plan at any time. However, any such changes are not permitted to decrease your vested rights in the Plan and, if the Plan is terminated, you will be fully vested in the value of your account.

YOUR RIGHTS UNDER THE PLAN

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

- Examine, without charge, at the Plan Administrator's office and at other locations, such as work sites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant a copy of this summary annual report.
- Obtain a statement showing your account balance. This statement will be provided once a year at your request and free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties on those who are responsible for the operation of the Plan. The persons who operate the Plan are called "fiduciaries" and have a responsibility to act in the interest of you and other participants and beneficiaries. In addition, ERISA provides that no fiduciary, employer, may fire you or otherwise discriminate against you in any fashion to prevent you from obtaining a benefit or exercising your rights under ERISA. If you think that you have been subject to such a discrimination, you may bring a complaint to the Department of Labor, or you may bring a suit in federal court. The court will decide the value of the benefit or order reinstatement, or order the fiduciary to pay you the benefit, if the court finds your claim is valid and fees, if, the court finds your claim is frivolous.

QUESTIONS ABOUT OUR PLAN?

Any questions concerning the Plan should be addressed to the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or write the Pittsburgh Office, Suite 1200, 525 Vine Street, Cincinnati, Ohio 45202. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PLAN NAME AND NUMBER	Omni Copy Corporation, Inc. Employee Stock Ownership Plan 002
TYPE OF PLAN	Defined Contribution Plan, Profit-sharing, Employee Stock Ownership Plan (ESOP) Employee-only Plan (EOP)
SPONSOR'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	Omni Copy Corporation, Inc. 2301 S. 31st Street 2301 S 31st Street Omaha, Nebraska 68022
PLAN ADMINISTRATOR	Administrative Committee of the Omni Copy Corporation, Inc. Employee Stock Ownership Plan
TRUSTEE	Bank Footed Company 2210 Bank Avenue Suite 100 Omaha, Nebraska 68022
NAME AND ADDRESS OF PERSON OR SERVICE OF LEGAL PROCESS	Administrative Committee of the Omni Copy Corporation, Inc. Employee Stock Ownership Plan 2301 S 31st Street Omaha, Nebraska 68022
PLAN YEAR	Service may also be made upon the Plan Administrator. January 1 to December 31