

P.L. MARKETING, INC.
EMPLOYEE STOCK OWNERSHIP PLAN

Summary Plan Description

Current as of June 2017

P.L. MARKETING, INC.
EMPLOYEE STOCK OWNERSHIP PLAN

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P.L. MARKETING, INC.
YOUR EMPLOYEE STOCK OWNERSHIP PLAN

INTRODUCTION AND HIGHLIGHTS

Through your employment with any entity in the P.L. Marketing family—P.L. Marketing, Inc. or 360 Merchandising Solutions LLC (each referred to as “**Employer**” or the “**Company**”)—you can become an indirect owner of P.L. Marketing, Inc. through ESOP participation.

This handbook provides an overview of the P.L. Marketing, Inc. Employee Stock Ownership Plan (which we’ll call either the “**Plan**” or the “**ESOP**” in this booklet), and discusses what it means to be an ESOP participant. This handbook will be a helpful resource to you by providing you with answers to many commonly asked questions about our ESOP, giving you a greater understanding of how the ESOP works, and helping you better understand the importance of your role in an employee-owned company.

This ESOP was formed in May 2017 when the ESOP bought all of the ownership of P.L. Marketing with borrowed money, so a broad group of active employees could participate in the benefits of owning the Company as they help produce Company profits that are used to pay off that debt.

Employees are never required to assume any obligation for the repayment of money borrowed by the ESOP. The ESOP’s loan will be repaid from cash contributions made by the Company to the ESOP. In addition to contributions used to repay the loan, the Company may contribute funds that can be invested directly in Company Stock, or used to diversify investments in accounts of former employees with balances, or current employees who have reached a certain age and service who elect to diversify their retirement assets.

We have written this booklet in a non-technical manner to summarize the ESOP’s essential features and to try to answer most of the questions that you may have. Please read this booklet carefully and keep it in a safe place for reference. The ESOP is formally set forth in a separate legal document.

**IF THERE ARE ANY INCONSISTENCIES BETWEEN THIS BOOKLET AND THE
LEGAL DOCUMENT, THE LEGAL DOCUMENT WILL GOVERN.**

WHY THE ESOP?

The formation of this ESOP is an important development in P.L. Marketing’s history. Employee ownership means we are working for ourselves. Now, more than ever, P.L. Marketing’s success directly impacts the employees who make it happen. In our industry, the strength of a company is in its people. Our success is a reflection of the quality and dedication of all our efforts. At every level of responsibility, the efforts and devotion of many individuals have created the success we enjoy today and will help provide for P.L. Marketing’s long-term

success. And, the ESOP allows this continued success to directly benefit us – the ones doing the work.

P.L. Marketing is a company you can be proud of. With the ESOP, you now share in the benefits of the Company's growth and profitability as well as enjoy competitive pay and other benefits. It's an advantage that a majority of U.S. workers don't share.

WHAT IS AN ESOP?

An ESOP is a retirement plan, much like the 401(k) Plan that P.L. Marketing also maintains. The big difference is that the ESOP is designed to invest primarily in the stock of P.L. Marketing, Inc. Our ESOP owns 100% of the stock in P.L. Marketing, Inc.; all of the employees who participate in the ESOP are employees of either P.L. Marketing, Inc. or our subsidiary, 360 Merchandising Solutions, LLC.

To establish an ESOP, a company creates a trust. Each year, the Company can contribute cash that is used to either pay off a loan that was used to buy Company Stock, or can use that cash to buy more stock. Or, the Company can contribute stock directly to the ESOP. Individual accounts are maintained within the trust for each ESOP participant. Unlike in our 401(k) plan, you do not contribute to the ESOP; P.L. Marketing, Inc. makes all contributions to your ESOP Account.

Important things to know about this ESOP:

- The ESOP costs you nothing—the Company makes all contributions.
- The ESOP is a retirement plan, designed to pay benefits upon:
 - Retirement
 - Disability
 - Death
- Distribution of ESOP benefits can also occur after a waiting period following a termination of employment before retirement.
- The benefits from the ESOP are in addition to any benefits available to you under Social Security and from the P.L. Marketing, Inc. 401(k) Plan.
- The actual amount of benefits you may receive from the ESOP will depend on the value of your Account at the time you receive the benefits. Your Account balance will reflect the Company's contributions; the period of time you participate in the ESOP; the value of the Company's Stock as determined by an independent appraisal; and the success of the Trustee in investing and reinvesting any part of the Trust Fund that is not invested in Company Stock.

WHAT ARE THE ADVANTAGES OF BEING AN ESOP PARTICIPANT?

As an ESOP Participant, you share in the risks and rewards of being an owner of P.L. Marketing, Inc.; your efforts influence the future success of P.L. Marketing, Inc.; those efforts now also influence the value of your retirement Account in the ESOP.

Our ESOP is not simply about providing an incentive to increase the value of P.L. Marketing, Inc.; it is also about how we relate to one another and the customers we serve; how we work together to share ideas for improvement, develop strategies, and set goals; and ultimately how we meet, or better yet, surpass, our own expectations.

Here are some of the other important advantages of being an ESOP Participant:

- You own a beneficial interest in P.L. Marketing, Inc. without any cost to you,
- You share in the financial results of P.L. Marketing, Inc., and
- You are a part of a team whose actions and decisions affect P.L. Marketing's future.

GLOSSARY

Be sure to read this Glossary. It can help you with certain unfamiliar words used in the remaining pages of this booklet.

ACCOUNT—this is the term used to refer to the amount of ESOP's assets that reflects the benefit you are allocated and may be paid at some point in the future, if you are then vested. The term "Account" is explained more fully on page 8.

ADMINISTRATOR—is the party responsible for handling the ESOP's administration. For this Plan, the Administrator is P.L. Marketing, Inc.

ANNUAL COMPENSATION—is your taxable wages (with any 401(k) deferrals or pre-tax insurance premiums added back) from the Employer for the portion of a Plan Year in which you are eligible to participate, subject to an annual cap set by the Internal Revenue Service.

COMPANY STOCK—means any share of common stock ownership of P.L. Marketing, Inc.

DISABILITY—under the ESOP, a Disability while you are employed means you become 100% vested in your ESOP Account and may be entitled to a distribution sooner than if you left employment for other reasons. Disability is generally a total and permanent inability to meet the requirements of your customary employment, which can be expected to last for a continuous period of not less than 12 months.

EMPLOYMENT YEAR—this term matters for determining when you are first eligible to participate in this ESOP. An Employment Year is the 12-month period beginning on the date you first log an Hour of Service. If you do not meet the ESOP's eligibility rules after your first

Employment Year, you will get another chance: the Employer will then look at your hours in each Plan Year that begins after your hire date.

HOUR OF SERVICE—means any hour for which you have received payment (a) for the performance of duties for the Employer, (b) as a result of a back-pay award (credited for the period covered by the award), and (c) for a period of time when no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, or leave of absence. If you receive pay from an Employer in the ESOP but do not render services due to vacation, illness or similar absences, the hours counted for that absence are limited to a total of 501 hours in a calendar year. Military service will be counted as required by law.

NORMAL RETIREMENT AGE—is age 65.

PLAN YEAR—is a 12-month period beginning on January 1 and ending the following December 31.

VALUATION DATE—is the date the Trustee determines the value of Company Stock and other assets in the ESOP, as well as Trust earnings, and the Administrator determines how much of each is allocated to each Participant’s Account. Generally, this date will only be “as of” December 31 but it will take several months after each December for the Company Stock to be valued as of that date by an independent third-party appraiser, and for the ESOP accounting to be completed. As soon as those steps are completed, annual Account statements will be prepared and distributed.

YEAR OF SERVICE—is important for vesting credit. Years of Service for vesting will include any Plan Year during which you have worked at least 1,000 Hours of Service for an Employer, including periods before this ESOP was adopted and before you met the ESOP’s eligibility requirements.

BECOMING A PARTICIPANT

WHEN MAY I JOIN THE ESOP?

You must meet the following requirements before you may become a Participant of the ESOP:

- Be age 21 or older; and
- Complete at least 1,000 Hours of Service within your initial Employment Year or any Plan Year thereafter.

Once you meet these requirements, you will automatically become a Participant on the following January 1 or July 1 (each, an **“Entry Date”**), if you remain employed by the Employer on that date.

For example, let's say you were hired on April 12, 2016, and at that time you were 21 years old. If you worked 1,000 hours between April 12, 2016 and April 11, 2017, you would participate in the ESOP beginning at the next Entry Date of July 1, 2017.

If you did not work 1,000 hours in that first 12 months, but you did work 1,000 hours for the year beginning January 1, 2017, then you would enter the ESOP and get a chance to earn Company Stock on January 1, 2018.

If any employees of the Employer are ever covered by a collective bargaining agreement, they will not be eligible to participate in this ESOP unless the collective bargaining agreement, by a specific reference to the ESOP, provides for coverage under the ESOP.

You do not have to take action to enroll in the ESOP, and you may not change or stop your participation in this Plan during your employment by the Employer.

WHEN WILL I FIRST RECEIVE COMPANY STOCK IN MY ESOP ACCOUNT?

In addition to becoming eligible to join the ESOP, there are two requirements for you to share in any annual contribution after you are eligible:

- You must complete at least 1,000 Hours of Service during the Plan Year, and
- You must be employed with the Employer on the last day of the Plan Year, which is December 31.

There are some exceptions. If you retire on or after age 65, or die while employed, you will still get a share of that year's annual ESOP contribution, even though you are not employed by the Employer on December 31 of that year, as long as you logged at least 1,000 Hours of Service in that year.

DO I RECEIVE STOCK CERTIFICATES EACH YEAR?

No. The actual stock certificates are held by the ESOP trustee for the benefit of all ESOP Participants. The stock is owned by the trust and you have a beneficial ownership interest in the value of the stock allocated to your Account in the trust. While, like an owner, you share in the value of stock allocated to your Account, you are not a direct owner of the stock and may not sell the stock in your ESOP Account or borrow against it.

Although you will not receive the actual stock certificates, every year you will receive a statement of your balance in the ESOP. These statements are distributed after the stock valuation is completed after the end of each Plan Year, generally 6-8 months after year-end.

CONTRIBUTIONS

WHERE WILL THE MONEY FOR THE ESOP COME FROM?

All contributions to the ESOP will be made by the Employer. Contributions to the ESOP are discretionary. The decision about how much to contribute is normally based on the amount the ESOP owes on a loan it arranged in order to have the money to buy the stock in P.L. Marketing, Inc., but also is affected by how P.L. Marketing, Inc. and its subsidiaries perform financially.

Because P.L. Marketing Inc. borrowed all the money it needed to buy the stock in P.L. Marketing Inc. at the start of the ESOP, all that stock is held by the Trust but is pledged as collateral on the loan. Only as and when that loan is paid off do ESOP Participants get some of the stock allocated to Accounts in the ESOP. The ESOP operates on a “Plan Year” that coincides with the calendar year. So, after the end of each Plan Year, the record keeper for the ESOP determines how much stock is “paid for” and released from loan collateral, and then divides that stock among the Accounts of the Participants who are eligible to share in the contributions to the ESOP for that year. The value of the stock allocated to your Account is determined by an independent, third-party appraiser, and that value is what you will see on your ESOP Account statement.

Trustee fees, investment fees and ESOP administrative expenses may be paid from the Trust Fund or by the Employer.

WHAT FACTORS DETERMINE MY SHARE OF EMPLOYER CONTRIBUTIONS?

Your share of Employer contributions in each year is based on whether you have met the eligibility requirements and then are still an “Active Participant” for a Plan Year, and on the amount of your Annual Compensation.

An “Active Participant” is a Participant who has completed a 1,000 Hours of Service during the Plan Year ending on December 31, and who is employed by the Employer on that date. You are not required to be employed on December 31 to be considered an Active Participant (but you still are required to have 1,000 Hours of Service) if you were to die during the Plan Year while still an employee or left employment during the Plan Year after having attained age 65 (the ESOP’s Normal Retirement Age).

WHAT WILL BE MY SHARE OF EMPLOYER CONTRIBUTIONS?

The Employer contribution to the ESOP is discretionary and may vary from year to year. The Employer contribution will generally be used to pay down the loan used to acquire Company Stock for the ESOP. As that loan is paid, Company Stock will be allocated to Participant Accounts.

After the end of each year, a portion of the Company Stock that is pledged as collateral on the loan is released from collateral pledge based on the portion of the loan paid that year. Those “paid for” or “released” shares are then divided among all Active Participants’ Accounts based on their relative Annual Compensation — your part of the released Company Stock related to the Employer’s contribution will be the same percentage of your Annual Compensation as all Active Participants receive. Shares released based on the Employer’s contributions are allocated to the Account of each Active Participant as of December 31 of each Plan Year, but it usually will take a few months after the year is over to do the ESOP’s accounting and produce Participant Account statements.

Here is an example:

Suppose that you are an Active Participant and that your Annual Compensation for the Plan Year is \$30,000. Suppose further that the total Annual Compensation of all Active Participants is \$5,000,000 and that the Employer contribution paid enough on the loan to have 10,000 shares of Company Stock released to be allocated to Participant accounts. Assume that the independent appraiser tells us that the Company Stock as of that year-end was worth \$15 per share.

So, there is a value of \$150,000 to be allocated (10,000 shares x \$15 each). The amount allocated to your Account would be calculated as follows:

Step 1: $\$150,000 / \$5,000,000 = 3\%$
(each participant will be allocated shares valued at 3% of compensation)

Step 2: $\$30,000 \times 3\% = \900
(value you would be allocated)

Step 3: $\$900 / \$15 \text{ per share value} = 60 \text{ shares}$
(# of shares added to your Account)

WHAT ABOUT FORFEITURES?

Forfeitures resulting from other Participants leaving the ESOP without a vested right to their Account will first be used to pay ESOP expenses to the extent of cash forfeitures. Any remaining cash forfeitures and any forfeitures of Company Stock will be allocated to Active Participants in addition to the amounts the Employer contributes for that year.

WHAT ARE THE RIGHTS OF EMPLOYEES RETURNING FROM MILITARY LEAVE?

The Uniformed Services Employment and Reemployment Rights Act of 1994 provides veterans’ reemployment rights and gives certain veterans who return to service with an employer immediately following military leave credit for military service for eligibility, vesting and ESOP

contributions. In other words, military service while an employee of the employer will be treated as service with the employer and veterans will be entitled to any accrued benefits they would have received if they had continued employment instead of temporarily leaving to perform military duties. Contact the HR Department after you return from military leave to be sure they know to take these rules into account for you in the next ESOP accounting.

TRUST FUND AND PLAN ACCOUNTS

WHAT IS MY “ACCOUNT”?

As a Participant in the ESOP, you will have Accounts—something like savings accounts — in which contributions (or Company Stock released based on use of those contributions to pay off the ESOP loan) and forfeitures that you receive because other employees leave before they are vested, will be placed and held in trust for you. The term “Account” as used in this booklet includes the total of your Company Stock Account and Other Investments Account, plus earnings thereon. Here is an explanation of the various accounts:

COMPANY STOCK ACCOUNT—This is a separate account to which your interest in Company Stock held by the ESOP will be credited. Your share of Company Stock Accounts forfeited by terminated Participants will also be held in this Account.

OTHER INVESTMENTS ACCOUNT—This is a separate account to which your share of any ESOP assets other than Company Stock, and earnings (or losses) on those assets, as well as any cash dividends on Company Stock (if any) will be credited.

The ESOP **does not** accept rollovers from other plans.

HOW DOES MY ACCOUNT GROW?

Your Account grows each year from annual contributions made to your Account by the Employer and from the reallocation of non-vested balances (forfeitures) from former employees. Your Account value will also be impacted by changes in P.L. Marketing’s stock value. It is important to note that the value of P.L. Marketing, Inc. stock can go up or down from year to year.

HOW IS THE ESOP MONEY INVESTED?

All of the money contributed to the ESOP goes into a separate Trust Fund. The Trust Fund is the total of all Accounts. The Trust Fund is held and invested primarily in Company Stock, but, to the extent there are any funds not in Company Stock, the remainder is invested by the Trustee as the Trustee thinks is prudent.

The Employer may contribute Company Stock to the ESOP. If the Employer contributes cash, the Trustee will generally use the cash to repay the loan used to purchase Company Stock.

Cash in the ESOP may also be used to purchase more Company Stock, or cash in active employees' ESOP accounts can be used to "buy" stock from former employees' accounts so those former employees can be paid a distribution in cash.

HOW IS THE VALUE OF P.L. MARKETING, INC. STOCK DETERMINED?

After the end of each plan year (which ends December 31), the value of the stock is established by the ESOP Trustee based on a valuation by an independent, professional appraiser, with experience valuing many ESOP companies.

HOW DOES P.L. MARKETING'S PERFORMANCE AFFECT THE VALUE OF THE ESOP?

The operating financial performance of P.L. Marketing, Inc. (and its subsidiaries) is an important factor in determining the value of P.L. Marketing's stock, and each ESOP Participant plays an important role in determining P.L. Marketing's financial performance. This is the direct link between your efforts on the job and the value of your ESOP Account.

HOW WILL I KNOW WHAT IS IN MY ESOP ACCOUNT?

Several months after the end of each year, when all the ESOP accounting is completed and the appraiser has determined what the Company Stock in the ESOP is worth, you will receive an Account statement that will show you what has been added to your Account and how any prior Company Stock or other investments in your Account have changed in value. The first Account Statements for this ESOP will be delivered in 2018, to show you how many shares of Company Stock, and the value of Company Stock, were allocated to your Account based on 2017 loan payments and Employer contributions. That statement will also tell you what percentage of your Account is vested.

WHAT IS VESTING?

"Vesting" refers to the percent of your Account balance you are entitled to receive when your Account is distributed to you. The vested portion of your Account is yours and cannot be forfeited. If you are 0% vested in your ESOP Account, unvested portions of your Account are forfeited when you cease being employed by a participating Employer. Forfeited amounts are allocated to Participants who are eligible to share in contributions for the year in which the forfeiture occurs.

For each Plan Year you work 1,000 hours or more, you receive credit for a "Year of Service." Years of Service are used to determine the vested portion of your Account. If your employment is terminated prior to Normal Retirement Age for any reason other than death or Disability, then your interest in your Account becomes vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Vested Percentage</u>
Fewer than 3	0%
3 or more	100%

For this purpose, Years of Service before the ESOP was started in 2017 count. The portion of your Account not included in the vested percentage determined above will be forfeited.

CAN I DIVERSIFY COMPANY STOCK INTO OTHER INVESTMENTS?

Yes. A portion of your ESOP Account may be diversified if you meet the requirements for Statutory Diversification. Statutory Diversification is required of all ESOPs. This is allowed when you reach age 55, if you then have 10 or more years of participation in the ESOP. So, for this ESOP, Statutory Diversification is not available until after 2027. If you reach age 55 before you have 10 years of participation, then Statutory Diversification begins when you reach the 10-year point. Upon meeting these requirements, you will then have a period of five years during which you may elect to keep 25% of your ESOP Account balance out of Company Stock and invested into other, diversified investment funds by transferring the value to P.L. Marketing’s 401(k) plan. If you elect diversification in one year for which you are eligible for 25% diversification, and repeat it in a later year, the second election does not apply to allow you to diversify an additional 25%. Rather, the second election only applies to any new stock added to your Account after the first election was implemented, so that you maintain a 25% diversification ratio. In the 6th year after Statutory Diversification begins, you can increase the percentage of your Account that is diversified into other investments to 50%.

To elect diversification, you must deliver a written notice to the HR Department at P.L. Marketing during the first 90 days of a Plan Year—before March 31. Then, after the Company Stock is valued for the prior year end, the portion to be diversified will be liquidated and moved to the 401(k) for you to invest among the fund options available in that plan.

DO I GET TO VOTE COMPANY STOCK?

Generally, the Trustee will vote all shares of Company Stock held by the Trust. However, you have the right to direct the Trustee as to the manner of voting Company Stock with respect to certain major transactions such as a sale or merger of P.L. Marketing, Inc. Your vote, if solicited by the Trustee, will be based on the number of shares of Company Stock allocated to your Account as of the preceding Valuation Date. The Trustee votes all shares still pledged as collateral for an unpaid ESOP loan, even on major decisions.

DISTRIBUTION AND WITHDRAWAL OF BENEFITS

WHAT ARE THE BENEFITS PAYABLE AT MY NORMAL RETIREMENT AGE?

When you retire—reach the ESOP’s Normal Retirement Age (age 65) and leave employment—distribution of your ESOP benefits will begin within a reasonable time after the Company Stock

value is known as of the end of that year. If you leave the Employers' employ after age 65, then distribution of your ESOP benefits will begin after the end of the Plan Year in which the termination occurs.

Your benefits will be distributed to you in a single payment if started after age 65. The benefit distributed to you will be paid either in cash, in an amount determined as of the Valuation Date on or before the date of distribution, or in Company Stock to the extent so allocated to your Account. If Company Stock is distributed in kind, you will be required to immediately sell it back to the Company and will be paid cash for it at the last Plan Year-end's appraised value.

WHAT BENEFITS ARE PAYABLE IF I BECOME DISABLED?

You will be entitled to the full value of your Accounts (*i.e.*, you will be fully vested), if the Administrator determines you have ceased to be employed because of Disability. If you receive a determination that you are Disabled before or after you leave employment and before you have been paid your ESOP balance, you can take your distribution in a single payment when the value of Company Stock is known after the end of the year in which you get that determination.

WHAT BENEFITS ARE PAYABLE IF I DIE?

If you die while still employed by P.L. Marketing or a subsidiary, you will be 100% vested in your ESOP Account. If you die before receiving all of your benefits from the ESOP, the balance of your Account will be paid to your beneficiary. Payment of death benefits will be in a single payment when the value of Company Stock is known after the end of the year your death occurs, and cannot be postponed. The death benefit will be paid to your beneficiary in a single payment.

WHO IS MY BENEFICIARY?

If you are married at the time of your death, your spouse at the time of your death will automatically be the beneficiary entitled to the value of your entire Account, unless you have designated another beneficiary and your spouse has consented in writing.

If you wish to name a beneficiary other than your spouse, your spouse must sign a written consent to the naming of the other beneficiary and your spouse's signature must be notarized. The naming of a beneficiary other than your spouse is effective only when the Administrator has received a written beneficiary designation form that is satisfactory to the Administrator. The divorce of a Participant will automatically void any beneficiary designation naming the ex-spouse as a beneficiary, whether primary or contingent. **MARRIAGE WILL VOID ANY PRIOR ELECTION UNLESS A DIVORCE DECREE PROVIDES OTHERWISE.**

Example: Assume that you are married during 2017 and your spouse is named as your beneficiary, and that you and that spouse (the “first spouse”) become divorced during 2018 (and the divorce decree does not address the designation of your now ‘former spouse’ as beneficiary under the ESOP). Then, assume you married a different person (the “second spouse”).

When you divorce your first spouse, the beneficiary designation of the first spouse is automatically revoked. Thus, if you die during 2019, the second spouse will be the beneficiary, unless you have properly designated another person. If, in this example, you wish to name a beneficiary other than your second spouse, then your second spouse would have to consent in writing to the designation, and the consent would have to be witnessed by a notary public.

The Administrator will provide forms on which you may designate who is to receive any amount payable by the ESOP at your death. You may provide what part of this amount each beneficiary will receive. For example, you could provide that your spouse will be the beneficiary and is to receive the entire amount. Or, if you have, let’s say, two children, you could provide that they will be the beneficiaries and each of them is to receive one-half of this amount. If you name more than one beneficiary and do not provide what each is to receive, the beneficiaries will share the amount equally.

If you fail to designate a beneficiary, or if the designation is not effective, death benefits will be paid to your surviving spouse. If you do not have a surviving spouse and you die with all of your children living, your death benefit will be divided equally among those children. If, however, you do not have a surviving spouse and you die with some of your children living and others who do not survive you but who have children of their own surviving you, then any payment will be divided into as many equal shares as you have (i) children living at your death, and (ii) children not living at your death but who have descendants living at your death. If you have no living spouse, children or other descendants, the death benefit will be paid to your estate.

WHAT IF I LEAVE EMPLOYMENT BEFORE RETIREMENT FOR ANOTHER REASON?

If you leave employment before Normal Retirement Age, other than due to death or Disability, you will only be entitled to receive your Account if vested and if not vested, it will be forfeited.

In these cases, if your vested interest in the ESOP is worth more than \$5,000, it will be paid to you in up to five annual installments, subject to a \$20,000 minimum per installment. The installment payments will begin when you consent, as early as after the Company stock value is known for the second Plan Year after you terminate. But, if you reach age 65, die or become Disabled before you are fully paid, your Account can be paid in full after the year that event occurs. Also, if you leave employment on or after age 60, the two-Plan Year delay does not apply. In that case, you can begin installments after the end of the year in which your employment ends.

If your vested Account in the ESOP is worth \$5,000 or less, you will automatically be paid that balance in a single payment when the Company Stock value is known after the end of the year in which you leave employment with all P.L. Marketing companies.

The benefit distributed to you will be paid either in cash, in an amount determined as of the Valuation Date on or before the date of distribution, or in Company Stock to the extent so allocated to your Account. If Company Stock is distributed in kind, you will be required to immediately sell it back to the Company and will be paid cash for it at the last Plan Year end's appraised value.

The Administrator must obtain your written consent to any distribution if the value of your vested Account balance exceeds \$5,000 and you will receive the distribution prior to reaching Normal Retirement Age or death. If you do not consent, then distribution will be postponed until after your Normal Retirement Age or until you request the distribution (if sooner). The Administrator need not obtain consent to the distribution if the value of your vested Account does not exceed \$5,000 at the time of distribution.

If you leave employment with the Company with a vested Account in the ESOP worth \$5,000 or less, the Administrator will automatically cash out your vested Account, after notice, after the end of the Plan Year in which termination occurs. If the value of the vested Account at cash out exceeds \$1,000, the Administrator will automatically roll over the amount to an individual retirement account (IRA). If the value of the vested Account at cash out is \$1,000 or less, you will automatically be paid that balance in a single payment when the Company Stock value is known after the end of the year in which termination occurs.

WHEN DOES FORFEITURE OCCUR?

The ESOP provides for forfeiture if you leave P.L. Marketing before you become 100% vested in your Account.

If you terminate employment and you are zero percent vested when you terminate, this forfeiture occurs on the date you terminate employment with the Employer. If you return to employment before you incur a "forfeiture break in service" (as explained below), the ESOP will restore this forfeiture.

Termination of employment will not result in a permanent forfeiture if you are re-hired and return to employment and then work 501 hours in a Plan Year with an Employer before incurring a "forfeiture break in service." A "Forfeiture Break in Service" is a period of five consecutive Plan Years in which you do not work more than 500 hours in each Plan Year comprising the five-year period.

For example, assume you are 0% vested in your Account balance. After working 300 hours during a particular Plan Year, you terminate employment and perform no further service for an Employer during the next four Plan Years. Under this example, you have a Forfeiture Break in Service at the end of the fourth Plan Year following the Plan Year in which you terminated employment because you did not work more than 500 hours during each Plan Year of a five consecutive Plan Year period.

So, you would permanently lose all rights to have your forfeiture restored after that 4th year. If you had returned to employment with an Employer at any time during the five consecutive Plan Year period and worked at least 501 hours during any Plan Year within that period, your forfeited amount would be restored.

CAN I WITHDRAW MY ACCOUNTS WHILE STILL EMPLOYED?

No. You may not request a withdrawal from your Account if you are still working at a P.L. Marketing company. If you continue working for the Employer, you will continue to be an ESOP Participant until the date of your actual retirement, at which time your Account will be available for distribution as described above.

DO TAXES AFFECT MY DISTRIBUTION?

Yes. You must pay income taxes on any distribution you may take from the ESOP. If you are paid cash directly from the ESOP, the trustee will withhold 20% of any distribution paid to you to help pay your Federal income tax obligations. If you are distributed stock in kind (subject to immediate resale to P.L. Marketing, Inc.) then no taxes will be withheld, but the value you are paid is still taxable income so you might want to talk with your tax advisor about remitting some estimate of your taxes to avoid penalties for paying two little tax during the year the income is earned. In certain circumstances, you may also be subject to an additional penalty tax of 10% if you take an “early” distribution (before your age 59½) from the Plan.

You can avoid paying income taxes (and withholding of taxes, and the early distribution penalty) by having your ESOP distribution directly made payable to another qualified retirement plan or an individual retirement account (IRA) (unless you are over 70½ at the time you are paid, in which case some portion is ineligible for rollover).

You will receive a detailed written notice of these tax rules when you request a distribution of your Account balance. Because tax laws change, you are encouraged to consult a qualified tax advisor at the time of your distribution to determine what tax laws are in effect at the time you take a distribution of your benefits from the ESOP and how those tax laws will impact your distribution.

RULES THAT APPLY IF I AM REHIRED

WHEN AM I ELIGIBLE TO PARTICIPATE IF I AM REHIRED?

If you were an eligible Participant in the ESOP and terminated employment and then are later rehired, you will be considered a Participant again immediately on your date of reemployment unless your prior service is disregarded pursuant to the Break in Service rule, described below.

If you satisfied the ESOP's age and service requirements but terminated employment before reaching the Entry Date to enroll (or before the ESOP was started), you will become a Participant as of the later of (i) the Entry Date on which you would have entered the ESOP had there been no break in your service, or (ii) your date of reemployment, unless your prior service is disregarded pursuant to the Break in Service rule, described below.

For example, Joe was hired in November, 2017 when he was over age 21, and left employment in September, 2018, after working 1,500 hours. If Joe is reemployed on April 1, 2020, Joe is immediately eligible for the ESOP, because he worked more than 1,000 hours in the 12-month period after his first hire date, and he was rehired after the Entry Date (1/1/2019) on which he would have been eligible had he stayed, and before the Break in Service rule described below applied.

If you did not satisfy the eligibility requirements before you terminated employment, you will be eligible to begin to share in ESOP participation in accordance with the eligibility requirements (see **BECOMING A PARTICIPANT** earlier in this booklet), measured from your original date of hire, unless your prior service is disregarded pursuant to the Break in Service rule, described below.

For example, Jim was hired in November, 2017 when he was over age 21, and left employment in April, 2018, after working 850 hours. Jim was reemployed on April 1, 2019, and worked 1,200 hours between then and December 31, 2019.

Jim is eligible for the ESOP on the January 1, 2020 Entry Date. He did not work 1,000 hours from November 2017-November 2018, or in calendar year 2018, but he did in 2019 so was finally eligible to enter the ESOP on the next Entry Date, which was January 1, 2020. The Break in Service rule discussed below does not apply to start over with his eligibility service with his rehire date, because he wasn't absent five years.

WHEN IS PRIOR SERVICE DISREGARDED FOR ELIGIBILITY PURPOSES?

You will not be credited with any prior service for purposes of eligibility if you left P.L. Marketing and your period of absence before rehire is longer than five "Break in Service" years.

A “Break in Service” year is calendar year in which you did not log at least 500 hours of paid service for the Company. If you worked for the Company more than 5 years before you left, your earlier service will only be disregarded under this rule if you had as many Break in Service years as you had years of service before you left.

For example, Mary’s original hire date was 12/4/2010 and she worked full time hours and was over age 21. She terminated in 2011 after working 1,000 hours, but before the ESOP was established. Mary was rehired in November 2017. Because she logged fewer than 500 hours in each of 2012, 2013, 2014, 2015 and 2016, her rehire date will be used to determine when she is eligible in the ESOP. If she works at least 1,000 hours between her rehire in November 2017 and that date in 2018, she will be eligible for the ESOP beginning January 1, 2019.

HOW DOES BEING REHIRED AFFECT MY SERVICE FOR VESTING?

For vesting purposes, years are counted based on a calendar (plan) year period of time. As long as you worked 1,000 hours or more in a calendar plan year, that year will count as a vesting year of service, with one exception: If you leave employment when you are 0% vested and are rehired after five plan years have elapsed in which you do not work at least 500 hours, then you will have permanently forfeited rights in any ESOP balance that was unvested when you left, and years prior to your rehire will be ignored for vesting for future contributions.

WILL I GET MY FORFEITURES BACK IF I RETURN TO PLM?

When you leave the Company’s employ, if you are 0% vested in the ESOP, you will forfeit any Account in the plan. Whether you earn that back if you are rehired, depends on how long you are gone. Your Account will be restored if you return to work at the Company before you have five consecutive “breaks in service”—this is called a “Forfeiture Break in Service.” If you are reemployed and have not had five successive plan years in which you logged 500 or fewer hours of service, then you did not have a Forfeiture Break in Service and your forfeited amount will be restored to the balance at the time it was forfeited (with no earnings during your absence from P.L. Marketing), and you can continue earning vesting credit toward the unvested amount.

LIMITATIONS

WHAT ARE SOME SITUATIONS INVOLVING LIMITATIONS ON CONTRIBUTIONS AND BENEFITS?

The ESOP is subject to regulations of the Internal Revenue Service which place certain maximums on the amounts that may be added to your Account each year. If you wish to know the precise level of these limitations, contact the Administrator for details.

If a contribution is made to the ESOP by a mistake of fact or if all or any part of a contribution is not deductible by the Employer under the Internal Revenue Code of 1986, as amended, then such contributions may be returned to the Employer. The Employers' contributions will be returned to it if the ESOP does not qualify under Section 401 of the Internal Revenue Code of 1986, as amended.

Also, see **MAY THE COMPANY CHANGE THE ESOP OR DROP IT?** later in this booklet.

The fact that P.L. Marketing, Inc. has established the ESOP does not confer any right to future employment with the Employer.

CAN I BORROW MONEY FROM THE FUND OR ON MY INTEREST IN THE FUND?

No, you cannot borrow money from the ESOP.

CAN OTHERS PUT A LIEN ON OR TAKE AN ASSIGNMENT OF MY ACCOUNT?

None of the benefits or interests under the ESOP are assignable by any person. This means that you may not use the value of your Account as collateral for a loan or direct that benefits be paid to others as gifts or as payment for debts. Your Account cannot be reached by your creditors or anyone else **except** under a qualified domestic relations order (a "**QDRO**"). This is a court order relating to divorce, legal separation, custody or support proceedings. The QDRO recognizes the right of someone other than you (referred to as the "alternate payee") to receive a portion of your ESOP benefits. You will be notified if a QDRO relating to your ESOP benefits is received. You or your beneficiary can obtain a copy of the QDRO procedures for the ESOP from P.L. Marketing, Inc. at no charge.

CLAIMS PROCEDURE, OTHER RIGHTS AND MANAGEMENT

HOW DO I MAKE A CLAIM FOR BENEFITS OR APPEAL DENIAL OF A CLAIM?

If you believe you are eligible for a benefit and you have not already been advised by the Administrator of your eligibility, you may submit a written claim to the Administrator. Claim statements are available from the Administrator for this purpose. The Administrator will present the claim to the Administrator-appointed "Claims Examiner." The Claims Examiner will review the claim, and, if approved, the claim will be processed under the terms of the ESOP.

If your claim is wholly or partially denied by the Claims Examiner, the Claims Examiner will give you a written notice of claim denial. This notice must be given to you within 90 days (45 days for a claim for vesting based on Disability) after receipt of your claim by the ESOP unless special circumstances require an extension of time for processing the claim (but the extension may not be for more than an additional 90 (30 days for a Disability claim and an additional 30 day extension is available). In the event of an extension, written notice of the extension will be

furnished to you before the end of the first time period, stating the reasons for the delay and the date you may expect to receive a decision about your claim.

The notice of claim denial will specifically state why the claim was denied, referring to the ESOP provisions on which the denial was based. This notice will also tell you what, if any, additional material or information is necessary in order to have your claim approved, and the notice will explain why such material or information is necessary. The notice will also give you appropriate information as to the steps to be taken if you wish to request a review of the denied claim, and inform you of the 60 day (180 days for Disability claims) deadline for filing any request for review. If you request a review of the denial of your claim and your claim is again denied, you may bring a civil action under ERISA.

If you do not receive a claim denial notice within 90 days (180 days for Disability claims) of the date you file your claim, or you do not receive a notice of delay in processing your claim, you should assume that your claim has been denied and request a review in writing.

Your request for review must be received within 60 days (45 days for Disability claims) after you receive a denial notice, or after you assume that your claim has been denied. Your request must be in writing and include issues, comments and reasons why you believe your claim should not have been denied. You may also make a written request for reasonable access to or copies of the legal plan text and ESOP records and other documents relevant to your claim. Your claim will be reviewed by the Administrator. In connection with the review, you are entitled to review pertinent documents and submit issues and comments in writing. You may have a duly authorized representative act on your behalf in connection with the review procedure. The review of your claim will take into account all comments, documents, records and other information you have submitted regarding your claim, whether or not that information was provided or considered in connection with the initial claim decision.

The Administrator's final decision will be made and furnished to you promptly, but not ordinarily later than 60 days after the Administrator's receipt of your request for review. If special circumstances (including the need to hold a hearing) require an extension of time for processing, the decision will be rendered as soon as possible, but not later than 120 days (105 days for Disability claims) after receipt of the request for review. If an extension of time for review is required because of special circumstances, a written notice of the extension will be furnished to you prior to the commencement of the extension. The decision on review will be in writing and will include specific reasons for the decision, as well as specific references to the pertinent ESOP provisions on which the decision is based.

Decision on a claim on appeal is final and binding on the ESOP and on you as the Participant unless the arbitrator finds that the decision was arbitrary and capricious, based on the record prepared during the claims procedure.

WHAT OTHER RIGHTS DO I HAVE UNDER THE ESOP?

As a Participant in the ESOP you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all ESOP Participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the ESOP, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the ESOP with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the ESOP, copies of the latest annual report (Form 5500 series) and an updated summary plan description. The Administrator may make a reasonable charge for the copies.

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

Obtain a statement telling you how much is in your Account and the part of your Account to which you are entitled (i.e., the vested portion of your Account) if you stop working under the ESOP as of the date of the statement. If you do not have a right to the Account, the statement will tell you how many years you have to work to get such a right. This statement must be requested in writing and is not required to be given more than once every twelve months. The ESOP must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your ESOP, called "fiduciaries" of the ESOP, have a duty to do so prudently and in the interest of you and other ESOP participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored past the deadlines noted above, 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 ESOP documents or the latest annual report from the ESOP and do not receive them within 30 days, you may file a request for arbitration. In such arbitration, the arbitrator 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 past the deadlines noted above, in whole or in part, you may then (and only then) file a request for arbitration. In addition, if you disagree with the ESOP's final decision or lack thereof concerning the qualified status of a domestic relations order, you may file a request for arbitration. If it should happen that Plan fiduciaries misuse the ESOP's money, or you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file a request for arbitration. The arbitrator will decide who should pay arbitration costs and legal fees. If you are successful, the arbitrator may order the person you have brought to arbitration to pay these costs and fees. If you lose, the arbitrator may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

IF YOUR CLAIM IS DENIED AND THE CLAIMS PROCEDURE IS EXHAUSTED, YOU CAN REQUEST ARBITRATION. YOU AGREE TO SETTLE ALL DISPUTES ARISING FROM YOUR PARTICIPATION IN THE ESOP VIA BINDING ARBITRATION GOVERNED BY THE CURRENT EMPLOYMENT ARBITRATION RULES AND MEDIATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). FURTHER, YOU AGREE THAT ALL ARBITRATION HEARINGS WILL TAKE PLACE IN THE GREATER NORTHERN KENTUCKY AREA AND THAT ANY CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND MAY NOT BE BROUGHT ON A CLASS OR COLLECTIVE ACTION BASIS UNLESS AGREED TO IN WRITING BY ALL PARTIES. YOU CAN REQUEST ARBITRATION BY COMPLETING A REQUEST FOR ARBITRATION FORM, A COPY OF WHICH CAN BE OBTAINED FROM THE ADMINISTRATOR, AND PAYMENT OF THE THEN-CURRENT AAA FILING FEE, NO LATER THAN 365 DAYS AFTER THE DATE A FINAL DECISION ON APPEAL IS RENDERED DENYING A CLAIM IN WHOLE OR IN PART, OR IF YOU BELIEVE THAT ADMINISTRATIVE EXHAUSTION OF REMEDIES IS NOT REQUIRED IN THE PARTICULAR CASE, NO LATER THAN 24 MONTHS AFTER THE CLAIM AROSE, UNLESS THE LAW PROVIDES FOR A SHORTER PERIOD OF TIME, IN WHICH CASE THE SHORTER TIME PERIOD APPLIES. BY PARTICIPATING IN THE ESOP, YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHTS TO HAVE A COURT DETERMINE YOUR RIGHTS UNDER THE ESOP AND YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY DISPUTES UNDER THE ESOP.

Assistance with Your Questions

If you have any questions about your ESOP, you should contact P.L. Marketing's HR Department. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the HR Department and Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department

of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

WHO MANAGES THE ESOP?

P.L. Marketing, Inc. administers the ESOP, but it does not handle investments. The Administrator is a Named Fiduciary of the ESOP. The Administrator has the responsibility of making the rules under which the ESOP is run.

The Trustee has the responsibility for management of the ESOP's assets and investments, which are primarily invested in Company Stock. (See **HOW IS THE MONEY INVESTED?** earlier in this booklet).

MAY THE COMPANY CHANGE THE ESOP OR DROP IT?

In order to protect itself and the Participants against any unforeseen future events, P.L. Marketing, Inc. has reserved the right to amend or to terminate the ESOP. Termination of the ESOP could occur before you reach your Normal Retirement Age. If P.L. Marketing, Inc. terminates the ESOP or completely discontinues its contributions, then you will be 100% vested and will be paid the benefits provided for under the terminated ESOP.

Because the ESOP provides for an individual account for each Participant and because your benefits depend solely on the amount in your Account, the law provides that the ESOP is not insured under Title IV of the Employee Retirement Income Security Act of 1974.

HOW CAN I OBTAIN MORE INFORMATION ABOUT THE ESOP?

We hope this booklet has provided you with full and complete information about the ESOP and your rights under ERISA. If you have any questions, please get in touch with the Administrator. The Administrator will be glad to answer your questions. But remember: A copy of the formal legal instrument creating the ESOP and the Trust is available to you at any time, and the formal instrument controls if there is any conflict between the provisions of those instruments and any explanation you receive.

GENERAL INFORMATION

NAME OF PLAN: P.L. Marketing, Inc. Employee Stock Ownership Plan

EMPLOYER: P.L. Marketing, Inc.
Riverfront Place
300 Dave Cowens Drive, 8th Floor
Newport, KY 41071

EMPLOYER IDENTIFICATION NUMBER: 31-1276521

PLAN NUMBER: 002

TYPE OF PLAN: Employee Stock Ownership Plan

TYPE OF ADMINISTRATION: Self-administered by P.L. Marketing, Inc.

PLAN ADMINISTRATOR: P.L. Marketing, Inc.
Riverfront Place
300 Dave Cowens Drive, 8th Floor
Newport, KY 41071
(859) 292-8500

AGENT FOR SERVICE OF LEGAL PROCESS: P.L. Marketing, Inc.
Riverfront Place
300 Dave Cowens Drive, 8th Floor
Newport, KY 41071

Service of Legal Process may also be made upon the Trustee

TRUSTEE: Horizon Trust & Investment Management
515 Franklin Square
Michigan City, IN 46360