SUMMARY PLAN DESCRIPTION

FOR THE

TRINIDAD/BENHAM CORP. EMPLOYEE STOCK OWNERSHIP PLAN

For Employees of Trinidad/Benham Corp.

Effective Date of this Summary Plan Description: March 1, 2019

SUMMARY PLAN DESCRIPTION

FOR THE

TRINIDAD/BENHAM CORP. EMPLOYEE STOCK OWNERSHIP PLAN

Trinidad/Benham Corp. maintains this Employee Stock Ownership Plan ("the Plan") for the exclusive benefit of its employees and their beneficiaries. The Plan is designed to invest primarily in qualifying employer securities. To acquaint you with the Plan, the following questions and answers summarize the major provisions of the Plan. If you find that not every question concerning the Plan is answered, the Plan document itself is available for your examination at the office of the Plan Administrator. The actual text of the Plan governs all matters.

1. What is the purpose of the Plan?

The purpose of the Plan is to provide to eligible employees ownership of stock of Trinidad/Benham Holding Company (the "Company") in order to give eligible employees a proprietary interest in the Company. Related employers of the Company who adopt this Plan for their employees also are referred to as the "Company" in this Summary Plan Description.

2. When did the Plan go into effect?

The Plan originally became effective January 1, 1984, and has been amended. This Summary Plan Description reflects the terms of the Plan as of March 1, 2019.

3. Who is eligible to participate in the Plan?

An eligible employee of the Company will become a Plan participant on the first day of the Plan Year (January 1) following the Plan Year during which the eligible employee first becomes an employee of the Company.

For example, if you are an eligible employee and your hire date with the Company is August 1, 2018, you will become a participant in the Plan effective January 1, 2019.

Eligible employees include all employees of the Company, but excluding leased employees. In addition, employees who are covered by a collective bargaining agreement with the Company will not be eligible to participate in this Plan unless the collective bargaining agreement specifically states that the employees covered by that collective bargaining agreement will participate in this Plan.

4. How do I become a participant?

Before each January 1, the Committee will determine who is eligible to become a participant. Participation in this Plan is automatic; you are not required to take any action to become a participant.

5. How is the Plan administered?

The Plan will be administered by the Plan Administrator appointed by the Company. The Plan Administrator will assume the major responsibilities for the day-to-day operation and interpretation of the Plan will be responsible for the reporting and disclosure requirements of federal and state law. The assets of the Plan will be administered and invested by the Trustees.

6. What is the fiscal year of the Plan?

The fiscal year of the Plan begins on January 1 and ends on December 31 (the "Plan Year").

7. How much does the Company contribute to the Plan each year?

The Board of Directors of the Company, in its discretion, will determine by resolution what amount, if any, will be contributed to the Plan for each Plan Year.

<u>Eligible Participants</u>

You will be an eligible participant, and will share in the Company's contribution for the Plan Year, if you satisfy both of the following requirements:

(a) You must complete 1,000 hours of service during the Plan Year (from January 1 to December 31);

AND

(b) You must be employed by the Company on the last day of the Plan Year (December 31), or, if earlier, the Company's last working date of the Plan Year, as determined by the Plan Administrator.

However, if you terminate employment with the Company because of your attainment of Normal Retirement Age (age 65), or because of your death or total disability, you will be eligible to receive a contribution for that Plan Year if you complete 1,000 hours of service during the Plan Year even if you were not employed on the last day of the Plan Year.

<u>Your Share of Company Contributions</u>

If you are an eligible participant, you will receive a contribution under the Plan, if any is made for the Plan Year, equal to a percentage of your eligible compensation for the Plan Year.

<u>Eligible Compensation</u>

Under the Plan, your eligible compensation will include your total taxable wages, salary, and other compensation, as reflected on your Form W-2 for the Plan Year, but excluding auto allowances, moving allowances, reimbursements of business expenses, P.S. 58 costs and other imputed premium values on Company-paid insurance policies, and severance pay. Compensation will include any deferrals that you make to the Company's 401(k) Plan, any salary reduction contributions that you make to the Company's cafeteria plan, and any payments made upon your termination of employment for unused vacation time.

Accounts

The Committee will maintain an Account in your name showing the balance of your share in Company contributions, with subaccounts showing that portion of your Account that is invested in Company Stock and that portion that is held in cash (including the earnings and losses on your Account).

8. Am I allowed to make contributions to this Plan?

No, you are neither required nor allowed to make contributions of your own to this Plan.

9. What happens to contributions to this Plan?

All contributions to Plan are deposited with the Trustees. The duty of the Trustees is to invest and reinvest the money deposited with them in an effort to earn additional dollars for you and for other participants of the Plan. The Trustees are directed under the Plan to invest up to 100% of the value of Plan assets in the stock of the Company (the "Company Stock").

Increases or decreases in the value of the Company stock will be reflected in your Account based on the shares of Company stock allocated to your Account. Earnings and losses on the other Plan assets (excluding the Company stock) are divided among all participants on the basis of the total value of each participant's Account (excluding the Company stock) as compared with the total value of all participants' Accounts (excluding the Company stock).

10. May I withdraw money from my Account under the Plan prior to my termination of employment?

Generally, you may not withdraw any portion of your Account prior to your termination of employment.

However, see Question 16 for information on your right to a distribution in the event of a diversification election.

11. May I borrow money from my share in the Plan?

You may not borrow any portion of your Account under this Plan.

12. What happens to my Account if I terminate employment?

You will be 100% vested in your Account if you attain Normal Retirement Age (age 65), die, or become totally disabled while employed with the Company.

If your employment with the Company is terminated for any reason prior to your Normal Retirement Age, total disability, or death, the percentage of your Account balance that is nonforfeitable (vested) will be determined by the number of years of service you have with the Company, in accordance with the following schedule:

Years of Service	Percentage of Account That Is Vested
Fewer than 3	0
3 or more	100%

However, if your employment with the Company terminated prior to January 1, 2011, a different vesting schedule will apply to your Account. Please see the Plan Committee for more information.

You will forfeit the portion of your Account balance that is not vested. The forfeited amount will be used to pay the expenses of the Plan and, if any forfeitures remain after the payment of Plan expenses, those forfeitures will be allocated to Participants in the same manner as the Company's contributions to the Plan.

13. How is a "year of service" determined for vesting purposes?

Count one year of service for any Plan Year (January 1 to December 31) in which you are credited with 1,000 or more hours of service. If you are credited with between 500 and 1,000 hours in any Plan Year, you will be given no vesting credit; you will not be awarded a partial year of service.

For vesting purposes, you will be credited with one "hour of service" for each hour for which you are paid. This includes working and non-working hours for which you are paid, such as hours under overtime, vacation, or sick leave categories. However, you will not be credited with more than 501 hours for any one continuous non-working period. If you are a salaried employee, you will be credited with 45 hours of service for each week for which you provide services to the Company. If you are an hourly-paid employee, you will be credited with one hour for each hour of service for which you are paid.

Reemployment After a Break in Service

Failure to be credited with more than 500 hours in any Plan Year is called a "break in service."

Your vested percentage in Company contributions that were made *before* any five or more consecutive one-year breaks in service will not be increased by your service after the break.

If you had a zero percent (0%) vested interest in Company contributions at the time of reemployment with the Company after a break in service, then your years of service prior to the break in service will be included in determining your vested percentage in Company contributions made *after* your return only if the number of consecutive one-year breaks in service does not exceed the greater of five or the number of your years of service before the break.

14. When are benefits payable from the Plan?

Please see the ESOP Distribution Policy attached at the end of this Summary Plan Description for the procedures for making distributions from the Plan.

15. How will my benefits be computed?

The Committee and the Trustee determine the total value of the trust fund on an annual basis. Once a year, as of the last day of each Plan Year (the "Accounting Date"), the Committee will compute the value of each participant's Account balance.

16. What other features of the Plan are important to me?

<u>Diversification Election</u>

If you are at least 55 years old and you have completed at least ten years of participation in this Plan, and you are employed by the Company, you may elect to withdraw up to 25% of your Account that currently is invested in Company stock so that you may invest that amount in assets other than Company stock (this is called a "diversification election"). The diversification election only may be made following the end of each Plan Year, from January 1 through May 31, and only for the first six years during which you are eligible for the diversification election (starting with the first Plan Year in which you attain age 55 and complete ten years of participation). The 25% is a total limit for all of those first five years of the diversification period, not a per-year amount. In your last election year (the sixth year of the diversification period), the 25% diversification right is increased to 50%. Please contact the Committee if you wish to elect a distribution under this diversification election. Once the six-year diversification period is over, you will not be able to make a diversification election, even if you did not make a diversification election during the six-year diversification period. More information about this diversification right can be found in the Notice attached at the end of this Summary Plan Description.

<u>Voting of Company Stock</u>

Under the terms of the Plan, you have the right to vote the shares of Company Stock allocated to your Account in certain significant Company events (such as the merger of the Company, the sale of substantially all of the assets of the Company, or similar transactions). In the event of such a matter, the Trustees will provide you with information about the transaction and your voting rights. In all other Company matters, the Trustees will vote the Company Stock held in the Plan as they determine in their discretion.

17. What happens to my Account if I die?

If you die before distribution of your entire Account has been made, your Account balance will be distributed to your surviving spouse, or if there is no surviving spouse or if your spouse consents in writing, the balance will be distributed to the beneficiary or beneficiaries you have designated.

18. How do I designate a beneficiary?

If you are not married or if your spouse elects not to receive your Account in accordance with procedures established by the Committee, your Account will be distributed to the beneficiary or beneficiaries you have designated. To designate a beneficiary, you must complete the beneficiary designation form approved by the Plan Administrator. It is important to keep a current beneficiary designation on file at all times so that this important asset will be handled according to your wishes. The form may be changed at any time. If you fail to designate a beneficiary or if the beneficiary or beneficiaries you have designated die before you do, your Account balance will be paid in this order:

(a) First to your spouse, and if he or she is not living;

(b) To your descendants by right of representation, and if they are not living;

(c) Then to the personal representative of your estate.

19. What remedy do I have if my benefits under the Plan are denied?

(a) Filing of a Claim:

A claim for benefits may be filed with the Committee by you, by your duly authorized representative, or by your beneficiary. For purposes of this section, a disability claim is any claim that is related to any distribution or rights to which you may be entitled when you have experienced a total disability.

(b) Initial Determination of Claim:

In General: The Committee will review your claim and will notify you as to whether such claim has been granted or denied within 90 days after its receipt of the claim unless special circumstances require an extension of time for processing the claim. If an extension is required, you will be notified in writing before expiration of the initial review period. In no event may the extension exceed 90 days from the end of the initial period.

For Disability Claims: The Committee will review your disability claim and will notify you as to whether such claim has been granted or denied within a reasonable time but no later than 45 days after its receipt unless special circumstances require an extension of time for processing the claim. This 45-period may be extended twice, for up to 30 days per extension, provided that the Committee determines that an extension is needed and beyond the control of the Plan, and notifies you prior to the expiration of the initial 45-day period or of the first 30-day extension period. If an extension is required, you will be notified in writing before expiration of the initial review period and the notice will explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You will have at least 45 days within which to provide the specified information.

(c) Notification of Denial of Claim:

In General: If your claim is denied, you will receive a written notice explaining the denial in detail. You or your duly authorized representative may file with the Committee a written request for review of the claim within 60 days after you are notified of the denial. The notice of the denial must contain the reasons for the denial, the Plan provisions on which the denial is based, a description of any additional information necessary for you to perfect the claim and why that information is necessary, and information on how to submit a claim for review.

For Disability Claims: If your disability claim is denied, you will receive a written notice explaining the denial in detail. You or your duly authorized representative may file with the Committee a written request for review of the disability claim within 180 days after you are notified of the denial. In addition to the items required to be included in the Notification of Denial of Claim, In General described above, the notice of the denial must contain an explanation of the basis for the Committee's disagreement with the views of the health care professional who treated you, the views of the medical experts whose advice was obtained in connection with the denial of your claim, and/or the determination of your disability status by the Social Security Administration; specific, internal standards relied upon to deny your claim or a statement that such standards do not exist; a statement that you are entitled to receive, upon request and free of charge all documents and records relevant to your claim; and a statement of any Plan limitations, including the expiration date, that apply to your right to bring a civil action under ERISA.

(d) Review of Claim Denial:

For Claims (Other than Disability Claims): When you file a request for review, the Committee will make and explain his or her decision on the claim to you generally within 60 days of the receipt of your request unless special circumstances require an extension of time for processing. If an extension is necessary, in which case the 60-day period may be extended to 120 days, you will receive written notice of the extension prior to the initial 60-day period stating the reason for the extension.

For Disability Claims: When you file a request for review of a disability claim, the Committee will appoint a claims reviewer other than a member of the Committee. Upon its receipt of the request for review, the Committee will provide you, free of charge, and as soon as possible, but in advance of the 45-day period discussed in this paragraph, any new or additional evidence considered or the rationale in connection with your claim to give you a reasonable opportunity to respond. The claims reviewer will make and explain his or her decision on the claim to you generally within 45 days of receipt of your request unless special circumstances require an extension of time for processing. If an extension is necessary, in which case the 45-day period may be extended to 90 days, you will receive written notice of the extension prior to the initial 45-day period stating the reason for the extension. The claims reviewer must provide you with an explanation of his or her decision including the information required to be included on Notification of Denial of Claim discussed above.

(e) Legal Remedy:

In General: This procedure is intended to provide you with a full and fair opportunity to have your rights, benefits and obligations reviewed. If you wish to pursue a matter outside the Plan process, you must first complete the claims and appeals process as summarized above and as further described in the Plan. You may not file an action with respect to your rights, benefits or obligations under the Plan until you have exhausted the Plan procedures. Any legal action must be filed within 2 years after the earlier of (1) the date on which the claims review procedure set forth above and in the Plan is exhausted, and (2) the date on which you or another claimant first receive or first are entitled to receive a distribution of benefits from this Plan. Any legal action brought under this Plan must be brought in federal court in Denver, Colorado.

For Disability Claims: If the Committee fails to adhere to all of the procedures in this section with respect to your disability claim, you will be deemed to have exhausted the available remedies under the Plan and will be entitled to pursue any available remedies under ERISA. Unless the violation is a part of a pattern or practice of violations by the Plan, you will not be deemed to have exhausted the administrative remedies under the Plan if the violations by the Committee are minimal and would not affect your claim, or the Committee can demonstrate that the violations were beyond the Committee's control and that the violation occurred during the ongoing, good faith exchange of information between you and the Committee. You may request a written explanation of the violation from the Committee who then must provide such explanation within 10 days, including a specific description of its basis, if any, for asserting that the violation should not cause the procedures to be deemed exhausted. If a court rejects the claimant's request for immediate review on the basis that the Plan met the standards for the good faith exception, the disability claim shall be considered as refiled on appeal.

20. What other rights do I have under the law?

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

(a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan.

(b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

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

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 Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for Plan benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the 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.

21. What other provisions are important to me?

(a) You cannot assign or encumber any of the benefits which you may expect to receive under the Plan, nor can any of your share in Company contributions be made subject to the claim of any creditor. However, under a qualified domestic relations order (QDRO), all or a portion of the benefits payable to a participant may be assigned to an alternate payee under procedures established by the Committee. These QDRO procedures are available from the Committee at no charge upon request. A domestic relations order is any judgment, decree, or order (including approval of property settlement agreement) that relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a participant, and is made pursuant to a state domestic relations law. Note that a QDRO will be processed in the distribution period and using the accounting date that corresponds to the Plan Year in which the signed QDRO was filed with the Plan Administrator. For example, a signed QDRO filed on December 31, 2017, will be processed, if the QDRO is determined to be qualified, using December 31, 2017, as the Accounting Date. Similarly, a signed QDRO filed on January 1, 2018, will be processed using December 31, 2018, as the Accounting Date. Once a determination has been made that the QDRO is "qualified," payment will be made under that QDRO pursuant to the terms of the Distribution Policy attached at the end of this Summary Plan Description.

(b) Participation in the Plan does not confer upon you any right of continued employment.

(c) The Company expects to continue this Plan indefinitely. However, to protect the Company against unforeseen conditions, it reserves the right to amend or terminate the Plan in whole or in part at any time. If the Plan is terminated, the balance of your Account attributable to Company contributions will be 100% vested (nonforfeitable).

(d) If you are absent from work because you are performing qualified military service in the uniformed services, special rules apply under the Plan, including special vesting rules if you die while on active duty. Please see the Plan Administrator for more information.

(e) Benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation because the Plan is an individual account plan not covered by the statutory insurance provisions.

(f) The Plan has very substantial tax advantages to you as a participant. Even though your share in the Company's contribution may be partially or fully vested, you pay no income tax on the contribution until your Account actually is distributed to you. All income and profits on investments in the trust fund usually are tax exempt to the trust. Thus, the Plan provides tax deferment to the participant on the Company's contributions and on the income and profits earned by contributions.

IMPORTANT NAMES, ADDRESSES, AND OTHER INFORMATION

1.	Plan Administrator:	Trinidad/Benham Corp. 3650 South Yosemite, Suite 300 Denver, Colorado 80237
	Business Phone:	303-220-1400
2.	Committee:	Carl C Hartman Linda L. Walmsley William R. Neff Jason C. Knudson Jeffrey M. Lund 3650 South Yosemite, Suite 300 Denver, Colorado 80237
	Business Phone:	303-220-1400
3.	Trustees	Carl C Hartman Linda L. Walmsley William R. Neff Jason C. Knudson Jeffrey M. Lund 3650 South Yosemite, Suite 300 Denver, Colorado 80237
	Business Phone:	303-220-1400
4.	Agent for Legal Process: [The Trustee and Plan Administrator also may be served.]	Jason Knudson
5.	Company whose employees are covered by the Plan:	Trinidad/Benham Corp. 3650 South Yosemite, Suite 300 Denver, Colorado 80237
	Business Phone	303-220-1400
	Federal Tax Id Number:	84-0338660
5.	Other Participating Employer:	Honest Origins, Inc.
	Federal Tax ID Number:	81-4820775
7.	Federal Plan Identification Number:	001

NOTICE OF DIVERSIFICATION RIGHTS UNDER THE TRINIDAD/BENHAM CORP. EMPLOYEE STOCK OWNERSHIP PLAN

The Internal Revenue Code requires that employee stock ownership plans provide eligible participants the right to diversify part of their accounts that hold Company Stock. This Notice is intended to explain your diversification rights under the Trinidad/Benham Corp. Employee Stock Ownership Plan (the ESOP). If you have additional questions, please contact the Plan Committee.

Eligible Participants: Participants who are eligible for the diversification rights are those participants who have attained age 55 AND who have completed at least ten years of participation in the ESOP and who are employed by the Company. The date that the participant-employee has both attained age 55 and has completed ten years of participation is the "Diversification Eligibility Date." Contact the Plan Committee to determine your Diversification Eligibility Date.

Diversification Period: The Diversification Period is a period of six Plan Years, and starts on the first day of the Plan Year (January 1) in which occurs the Diversification Eligibility Date and ends on the last day of the Plan Year (December 31) six years later. Remember, you must be employed in order to be eligible to make a diversification election.

Example: Participant Bob has participated in the ESOP for ten years and attains age 55 during 2018. The Diversification Period will begin on January 1, 2018, and will continue until December 31, 2023.

Diversification Election Period: The participant may make a diversification election only during the period from January 1 through May 31 following the close of each Plan Year during the Diversification Period. So, your diversification election for any Plan Year during the Diversification Period is actually made after the end of the Plan Year.

Example: Participant Bob, whose Diversification Period begins on January 1, 2018, and ends on December 31, 2023, may make a diversification election during the following periods (if he is employed at the time he makes his diversification election):

From January 1, to May 31, 2019 – up to 25% of ESOP Account as of 12/31/2012

From January 1, to May 31, 2020 – up to 25% of ESOP Account as of 12/31/2013 minus amounts diversified under earlier diversification elections

From January 1, to May 31, 2021 – up to 25% of ESOP Account as of 12/31/2014 minus amounts diversified under earlier diversification elections

From January 1, to May 31, 2022 – up to 25% of ESOP Account as of 12/31/2015 minus amounts diversified under earlier diversification elections

From January 1, to May 31, 2023 – up to 25% of ESOP Account as of 12/31/2016 minus amounts diversified under earlier diversification elections

From January 1, to May 31, 2024 – up to **50%** of ESOP Account as of 12/31/2017 minus amounts diversified under earlier diversification elections

Extent of Diversification Rights: For the first five years of the Diversification Period, the participant may elect to diversify up to 25% of the participant's account in the ESOP out of employer securities. The 25% is a total limit for all of those years, and is not a per-year amount. For the last year of the Diversification Period, the 25% permissible diversification amount is increased to **50%**.

Example: Participant Bob makes a 25% diversification election for the first year of the Diversification Period. In the second year, he only may make an additional diversification election for up to 25% of the increased value of his account over the account value in the first year. The same is true for later years, until the last year of the Diversification Period, at which time he may elect to diversify an additional 25% of his account, for total diversification of 50% of his account.

Diversification Allowed Only During Diversification Period: The diversification rights are available only during the Diversification Period. Once the Diversification Period ends, the participant has no right to diversify out of the employer stock in this ESOP account, even if the participant has not made any diversification election in the diversification period. **It is important to be aware of the deadlines for your diversification elections, the ESOP cannot make any exceptions to this rule**.

Diversification Election Alternatives: A participant who makes a diversification election is permitted to elect one of the following:

Take a distribution of the diversified amounts: The participant may take a distribution of the diversified amounts, in which case the employer securities subject to the diversification election will be sold, at the then current fair market value determined by the ESOP, and the proceeds will be distributed to the participant in a lump sum distribution. This distribution can be taken in cash, in which case the distribution will be taxable to the participant and will be subject to mandatory income tax withholding, or the distribution can be rolled over to an IRA or other eligible plan, in which case the rollover amount will not be taxable to the participant.

Transfer the diversified amount to the Company 401(k) Plan: Here, again the employer securities subject to the diversification election will be sold, at the then current fair market value determined by the ESOP, and the proceeds will be transferred to the participant's account in the Company 401(k) Plan, where those amounts can be invested at the participant's discretion. However, these amounts cannot be re-transferred back to the ESOP to be reinvested in employer securities.

In either case, the distribution or transfer of the diversified amounts will be completed during the Distribution Period (from June 1 to June 30) immediately following the Diversification Election Period in which the diversification election was made.

Participant Must Contact Plan Committee to Make Diversification Election: If you are eligible for the Diversification Rights described in this Notice, you must contact the Plan Committee in order to make the diversification election during the Diversification Election Period described above.

DISTRIBUTION POLICY
TRINIDAD/BENHAM CORP.
EMPLOYEE STOCK OWNERSHIP PLAN

Generally, your Account will be retained and kept invested in the ESOP until you retire, become disabled, die, or otherwise terminate your employment with the Company.

When your Account is distributed, the distribution will be made solely in cash.

ESOP Account

The distribution rules set forth below refer to your total Account.

Timing of Distributions

Distributions from the ESOP will be made only during the ESOP Distribution Period, which generally will run from June 30 to July 31 of each Plan Year, but may be a later date as determined in the discretion of the Plan Administrator. If you are eligible, you must elect an ESOP distribution by June 30, or within a reasonable time thereafter, as determined by the Plan Administrator, in order for distributions to be made in that Distribution Period.

ESOP distributions will be made as follows:

Mandatory Distributions Without Consent: You will receive a Mandatory Distribution if you incur one of the following Mandatory Distribution Events:

► you have attained Normal Retirement Age (age 65) and have terminated employment at any time before the last day of the Plan Year immediately preceding the annual Distribution Period (June 30) (this applies to all Participants, whether you have terminated employment in the past year or have been deferring your election of distribution in years past), or

► you die on or before the last day of the Plan Year immediately preceding the annual Distribution Period (June 30).

If your vested Account value is $1,000 or less, your total vested Account will be paid to you or your Beneficiary in a lump sum on the first June 30th following the Mandatory Distribution Event. If your vested Account value is more than $1,000, your vested Account will be paid as described below.

If you are eligible for a Mandatory Distribution, your Account will be distributed commencing on the June 30th following the Mandatory Distribution Event, in up to three annual payments, as follows:

1. On the first June 30th – if the value of your Account as of the immediately prior December 31st is $200,000 or less, you or your Beneficiary will receive one payment of your entire Account.

If the value of your Account exceeds $200,000, you or your Beneficiary will receive a payment equal to the greater of 33.33% of your Account balance or $200,000.

2. On the second June 30th – if the value of your remaining Account as of the immediately prior December 31st is $200,000 or less, you or your Beneficiary will receive one payment of your entire remaining Account.

   If the value of your remaining Account exceeds $200,000, you or your Beneficiary will receive a payment equal to the greater of 50% of your Account balance or $200,000.

3. On the third June 30th – If any amount remains in your Account after the second June 30th payment, the payment on the third June 30th will equal the remainder of your Account balance based on the value of your Account as of the immediately prior December 31.

After considering the minimum payment of $200,000 at each payment date above, if your remaining Account balance is less than $10,000, it will be added to the then current June 30 distribution, resulting in a complete and final distribution of your Account.

Retirement Distributions With Consent: You are eligible for a Retirement Distribution if, by the annual Distribution Period (June 30), you:

► terminate employment because of your Disability,
► die after the last day of the preceding Plan Year,
► terminate employment at or after age 62 AND have at least 15 Years of Service upon the date of your termination; or
► terminate employment at or after age 65 upon the date of your termination.

If your vested Account value is $1,000 or less, your total vested Account will be paid to you or your Beneficiary in a lump sum on the first June 30th following the Mandatory Distribution Event. If your vested Account value is more than $1,000, your vested Account will be paid as described below upon your consent to the distribution.

If you or your Beneficiary is eligible for a Retirement Distribution, upon receipt of you or your Beneficiary's distribution election, your Account will be distributed commencing on the June 30th following the distribution election (or within an administratively feasible time thereafter), in up to three annual payments, as follows:

1. On the first June 30th – if the value of your Account as of the immediately prior December 31st is $200,000 or less, you or your Beneficiary will receive one payment of your entire Account.

If the value of your Account exceeds $200,000, you or your Beneficiary will receive a payment equal to the greater of 33.33% of your Account balance or $200,000.

2. On the second June 30th – if the value of your remaining Account as of the immediately prior December 31st is $200,000 or less, you or your Beneficiary will receive one payment of your entire remaining Account.

   If the value of your remaining Account exceeds $200,000, you or your Beneficiary will receive a payment equal to the greater of 50% of your Account balance or $200,000.

3. On the third June 30th – If any amount remains in your Account after the second June 30th payment, the payment on the third June 30th will equal the remainder of your Account balance based on the value of your Account as of the immediately prior December 31.

After considering the minimum payment of $200,000 at each payment date above, if your remaining Account balance is less than $10,000, it will be added to the then current June 30 distribution, resulting in a complete and final distribution of your Account.

Other Distributions With Consent: If you are not eligible for a Mandatory Distribution or a Retirement Distribution, then after the one year anniversary of your separation date, you will be entitled to an "Other Distribution" and upon receipt of your distribution election, your Account will be distributed commencing on the June 30th following your distribution election (or within an administratively feasible time thereafter), in up to five annual payments, as follows:

1. On the first June 30th – if the value of your Account as of the immediately prior December 31st is $50,000 or less, you will receive one payment of your entire Account.

   If the value of your Account exceeds $50,000, you will receive a payment equal to the greater of 20% of your Account balance or $50,000.

2. On the second June 30th – if the value of your remaining Account as of the immediately prior December 31st is $50,000 or less, you will receive one payment of your entire remaining Account.

   If the value of your remaining Account exceeds $50,000, you will receive a payment equal to the greater of 25% of your Account balance or $50,000.

3. On the third June 30th – if the value of your remaining Account as of the immediately prior December 31st is $50,000 or less, you will receive one payment of your entire remaining Account.

   If the value of your remaining Account exceeds $50,000, you will receive a payment equal to the greater of 33.33% of your Account balance or $50,000.

4. On the fourth June 30th – if the value of your remaining Account as of the immediately prior December 31st is $50,000 or less, you will receive one payment of your entire remaining Account.

   If the value of your remaining Account exceeds $50,000, you will receive a payment equal to the greater of 50% of your Account balance or $50,000.

5. On the fifth June 30th – if any amount remains in your Account after the fourth June 30th payment, the payment on the fifth June 30th will equal the remainder of your Account balance based on the value of your Account as of the immediately prior December 31.

After considering the minimum payment of $50,000 at each payment date above, if your remaining Account balance is less than $10,000, it will be added to the then current June 30 distribution, resulting in a complete and final distribution of your Account.

Once you elect a distribution, either a Retirement Distribution or an Other Distribution, that election is irrevocable and future payments will be made automatically on each June 30th (either directly to you or as a rollover to your IRA or another plan, as you elect). In addition, each payment will be made from Qualifying Employer Securities and non-stock investments in your Account on a pro rata basis.

Distributions After Death

If you die prior to the date distributions commence from the ESOP, whether or not you are employed by the Company on the date of death, your Account will be paid as if you were eligible for a Retirement Distribution (in three annual payments commencing on the June 30th immediately following the date of your death).

Age 70-1/2 Required Distributions

For anyone other than a 5% owner of the Company, distributions must begin no later than the April 1 of the calendar year following the calendar year in which you attain age 70-1/2 or retire from employment with the Company, whichever is later. In the case of a 5% owner of the Company, distributions must begin no later than April 1 of the calendar year following the calendar year in which the individual attains age 70-1/2.

Normal Retirement Age

Your normal retirement age as a Plan participant will be the day you attain age 65.

Disability

Disability means a physical or mental disability that results in a participant being no longer capable of performing the normal duties assigned to the participant by the Company and, as determined by a physician selected by the Committee, such disability is likely to be permanent and continuous during the remainder of the participant's lifetime.

Summary Plan Description for The Trinidad Benham Corp. Employee Stock Ownership Plan Acknowledgement form.

I acknowledge that I have received a copy or access to the Summary Plan Description (SPD) for the Trinidad Benham Corp. Employee Stock Ownership Plan.

Employee Name	Date