

FLYERS ENERGY LLC

INSURANCE PREMIUM PRE-TAX PAYMENT PLAN

SUMMARY

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Flyers Energy LLC maintains an Insurance Premium Pre-tax Payment Plan (the "Plan") for the benefit of its eligible employees and for the eligible employees of affiliated employers that have adopted the Plan. The terms of the Plan are contained in a lengthy, legally worded document. This Summary is intended to acquaint you with the provisions of the Plan that apply to you by summarizing them in language that is easier to understand.

The format for the Summary is a series of questions and answers that cover such key areas as: when you become eligible; what benefits you may receive; and how your benefits are paid for. The Summary is merely intended to describe the Plan in a condensed fashion, not to change it or to add to it. Should the Plan and Summary be inconsistent in any way, the provisions of the Plan will overrule the Summary.

IDENTIFYING INFORMATION

1. Plan Name and Number:

Flyers Energy LLC Insurance Premium Pre-tax Payment Plan; Plan Number 501.

2. Plan Sponsor Name and Address:

Flyers Energy LLC
2360 Lindbergh Street
Auburn, CA 95602

Certain companies that are affiliated with Flyers Energy LLC also have adopted the Plan for the benefit of their employees. You may obtain a complete list of these other companies by writing to Flyers Energy LLC in its capacity as the Plan Administrator at the address below. There is no charge for the list.

You may also review the complete list of other companies during regular business hours at the address listed below or at any other location where 50 or more eligible employees are customarily working.

When the term “Employer” is used in this Summary, it refers to the company that you work for.

3. Plan Administrator and Agent for Service for Process:

Flyers Energy LLC
2360 Lindbergh Street
Auburn, CA 95602
530 885-0401

4. Plan Year-End:

December 31

OVERVIEW

The Plan gives you the opportunity to avoid taxes on the money that you use to pay your share of the cost of insurance coverage that you receive through the Employer and on contributions that you make to your Health Savings Account. So that you and other eligible employees can enjoy the tax savings that the Plan is intended to provide, the Plan is operated according to certain rules contained in the federal tax laws and regulations.

Unless you file an election with the Plan Administrator before the beginning of a Plan Year on a form that is provided to you, the amounts that are taken from your pay during that Plan Year to cover your share of the cost of your insurance coverage will be treated as “pre-tax” funds. That means that this money will not appear on your W-2 Form for either income tax purposes or Social Security tax purposes.

The following is a list of some of the more commonly asked questions regarding your Plan.

PLAN YEAR

WHAT IS THE EFFECTIVE DATE OF THE PLAN?

The Plan started on March 1, 2011. It was most recently updated as of July 1, 2012 to reflect a change in the Plan Year.

WHAT IS THE PLAN YEAR?

“Plan Year” refers to the accounting period that is used for purposes of maintaining the Plan's records, which normally will be the twelve-month period beginning on January 1 and ending on the following December 31. However, there will be a short Plan Year beginning on July 1, 2012 and ending on December 31, 2012.

ELIGIBILITY AND PARTICIPATION

WHEN AM I ELIGIBLE FOR PLAN PARTICIPATION?

To be eligible for the Plan, you must be regularly scheduled to work at least 30 hours a week for your Employer and you may not be an owner of the Employer if it is taxed as a partnership for federal income tax purposes. If you are an eligible type of employee, you qualify to elect Plan benefits by becoming a “Participant” on the first day of the month after you complete 30 days of continuous employment with the Employer.

HOW DO I PARTICIPATE?

When you first become a Participant and before the beginning of every Plan Year after that, you will be given the opportunity to sign a form electing not to receive the tax savings that the Plan makes possible. If you sign this form, the money that is withheld from your pay to cover your share of premiums for your insurance through your Employer will be included in your income for income and Social Security purposes. If you do not make this election, this money will not appear on your W-2 Form for either income tax purposes or Social Security tax purposes.

PLAN BENEFITS

WHAT BENEFITS MAY I RECEIVE UNDER THIS PLAN?

Pre-tax Insurance Premiums

You may have your share of premiums for coverage under the medical and dental insurance plans of your Employer withheld from your pay on a pre-tax basis. That means that the amounts withheld are not included on your W-2 Form as taxable income. You will be treated as choosing pre-tax withholding unless you file an election form with the Plan Administrator stating that you do not want it.

HSA Contribution Option

In addition, you may elect to reduce your salary by a specified amount and to have that amount contributed to your Employer's Health Savings Account program. Any such election may be changed monthly.

PLAN CONTRIBUTIONS

HOW ARE BENEFITS PAID FOR?

Your contributions toward the cost of your insurance are withheld from your pay. Unless the Employer tells you otherwise, withholdings occur each pay period over the course of the Plan Year.

WILL MY SOCIAL SECURITY BENEFITS BE AFFECTED BY MY CONTRIBUTIONS TO THE PLAN?

Your Social Security benefits may be slightly reduced because, when your taxable pay is reduced to pay for your insurance, the amount of contributions that are made to the federal Social Security system to provide you Social Security benefits also are reduced.

MID-YEAR CHANGES

WHAT HAPPENS IF I TAKE A LEAVE OF ABSENCE?

If you take a leave of absence from your employment with the Employer, your election for benefits under the Plan will remain in effect if your compensation from the Employer will continue to be paid during that leave. If, on the other hand, your leave is unpaid, you will have the opportunity, before the leave starts, to revoke your election and, if desired, make a new election in accordance with the rules discussed below at the Section entitled, "May I Change My Benefit Election?"

If you take a leave of absence to which the Family Medical Leave Act of 1993 ("FMLA") applies, during the period of such leave you will have the option of continuing your coverage under the Employer's medical insurance plan on the same terms and conditions as though you were still an active Employee (i.e., the Employer will continue to pay its share of the premium to the extent you elect to continue your coverage). You may do so by either paying your share of the premium with after-tax dollars while on leave (or pre-tax dollars to the extent you receive compensation during the leave), or by prepaying all or a portion of your share of the premium for the anticipated duration of the leave on a pre-tax salary reduction out of your pre-leave compensation by making a special election to that effect prior to the date such compensation normally would be made available to you (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next year), or through other arrangements agreeable

to the Administrator. Upon return from FMLA leave, you will be permitted to reenter the Plan on the same basis on which you were participating prior to taking leave.

MAY I CHANGE MY BENEFIT ELECTION?

While you may change your election before the beginning of a new Plan Year, as a rule, you may not change an election of benefits during the Plan Year. However, if you experience any of the following events, you may revoke your election after the Plan Year has commenced and make a new election for the balance of the Plan Year:

1. *Change in Status.*
 - (a) A change in your legal status (e.g., marriage, death of your Spouse, divorce, legal separation or annulment).
 - (b) A change in the number of your Dependents due to events such as birth, adoption, placement for adoption or death.
 - (c) A termination or commencement of employment by your Spouse or Dependent.
 - (d) A reduction or increase in the hours that you, your Spouse or your Dependent work, including a switch between part-time and full-time status and commencement or return from an unpaid leave of absence. In addition, if the eligibility conditions of this Plan or of any other employee benefit plan that you, your Spouse or your Dependent depend on the employment status of the individual and a change in that individual's employment status causes that individual either to become eligible or cease to be eligible under the plan, that change constitutes a Change in Status.
 - (e) An event that causes your Dependent to satisfy or cease to satisfy the eligibility requirements for a certain benefit (e.g., due to attainment of a certain age).
 - (f) A change in the place where you, your Spouse or your Dependent work or reside.

If you wish to change your election based on a Change in Status, the change must be consistent with that Change in Status, under the following rules:

Your change of election will be considered to be consistent with a Change in Status only if the Change in Status results in you, your Spouse or your Dependent gaining or losing eligibility for a benefit (or particular benefit option) under a plan of the Employer or under a plan of your Spouse's or Dependent's employer, and the change of election corresponds with that gain or loss of coverage.

If the Change of Status is your divorce, annulment or legal separation, the death of your Spouse or Dependent, or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election under the Plan to cancel accident or health coverage for any individual other than your Spouse involved in the divorce, annulment or legal separation, your deceased Spouse or Dependent or the Dependent that ceased to satisfy the eligibility requirements for coverage, as the case may be, fails to correspond with that Change in Status. In addition, if you or your Spouse or Dependent gains eligibility for coverage under this Plan, another cafeteria plan or any other plan providing benefits that are nontaxable benefits under Code Section 125 as a result of a change in marital status or a change in employment status described above, an election under this Plan to cease or decrease coverage for that individual corresponds with that Change in Status only if coverage for that individual becomes available or is increased under the plan from which eligibility for coverage has

been gained.

If you, your Spouse or your Dependent becomes eligible for COBRA continuation coverage, you may elect to increase payments under this Plan to pay for that coverage.

2. *Special Enrollment Rights.* If you become eligible to exercise any HIPAA special enrollment rights regarding group health plan coverage, you may change your election for the balance of the Plan Year and file a new election that corresponds with your exercise of those rights.
3. *Certain Judgments and Orders.* If a judgment, decree or order from a divorce, legal separation, annulment or custody change requires that your child, or a foster child who is your Dependent, be covered under the Employer's health plan or the health plan of your former Spouse's employer, you may change your election to provide coverage for the child under the Employer's plan if the order requires it or change your election to cancel coverage for the child under the Employer's plan if the order requires your Spouse or former Spouse, or any other individual, to provide the coverage.
4. *Entitlement to Medicare or Medicaid.* If you, your Spouse or your Dependent becomes entitled to coverage under Medicare or Medicaid, you may cancel that person's coverage under the Employer's health insurance plan. In addition, if you, your Spouse or your Dependent loses eligibility for Medicare or Medicaid coverage, you may make an election to commence or to increase that person's coverage under the Employer's health insurance plan.
5. *Change in Cost or Coverage.* A change of cost or change of coverage with respect to non-cash benefits that may be elected under this Plan may be the basis for a change of election based on the following rules:
 - (a) If the cost of any of your benefits increases or decreases during a period of coverage and, as a result, you are required to increase or decrease your payments for those benefits, your salary reductions contributions under this Plan will be adjusted accordingly, unless you make a change to your election under (b) below.
 - (b) If the cost of any of your benefits significantly increases during a period of coverage, you may elect either to increase your contributions to pay for the increased cost or to revoke your election and to receive instead coverage under another benefit option of the plan providing the benefits. If the cost of any benefit or benefit option significantly decreases during a period of coverage for which you have not elected that benefit or benefit option, you may make a new election of that type of benefit or benefit option. If you have an election in effect at that time for that type of benefit (e.g., medical insurance coverage) but under a benefit option other than the one the cost of which has significantly decreased, you may revoke that existing election and elect the benefit option that has significantly decreased in cost.
 - (c) You may make an election change that is on account of and corresponds with a change made under a benefit plan of your Spouse, former Spouse or Dependent if that plan allows for election changes based on a change in cost or coverage consistent with the foregoing rules and if that plan permits participants to make an election for a period of coverage under the cafeteria or other plan that is different than that under this Plan.
6. *Changes in Coverage Attributable to Spouse's Employment.* You may revoke a prior election and make a new election where there has been a significant change in benefit plan coverage for you, your Spouse or your Dependent related to your employment or the employment of your Spouse or

Dependent, if that change of election is determined by the Administrator to be consistent with the change in benefit plan coverage.

The Administrator must be notified within 30 days of any such event to make an election change, except if you become eligible for HIPAA special enrollment rights that may be exercised within 60 days after you become eligible, in which case the Plan Administrator must be notified of your election change within 60 days after you become eligible.

If you fail to submit an election form for any new Plan Year, your election will remain the same as for the prior Plan Year.

MAY MY ELECTION BE CHANGED WITHOUT MY CONSENT?

If the Plan Administrator determined before or during any Plan Year that the Plan may fail to satisfy any nondiscrimination requirements imposed by the Internal Revenue Code, the Administrator may take action to assure compliance with any requirements or limitations. This action may include a modification of any elections with or without the consent of the Employee.

WHAT HAPPENS IF I STOP WORKING FOR THE EMPLOYER OR I BECOME INELIGIBLE FOR THE PLAN FOR ANOTHER REASON?

You will lose the right to participate in the Plan if you stop being regularly scheduled to work at least 30 hours a week for your Employer (unless you leave to work for another company that has adopted the Plan for its employees and are regularly scheduled to work at least 30 hours a week for that company).

MISCELLANEOUS

WHO IS CONSIDERED A SPOUSE? A DEPENDENT?

Under the Plan, only amounts that are used to pay for insurance coverage for a Participant, a Participant's Spouse or a Participant's Dependent can qualify for pre-tax treatment. According to the rules that apply to the Plan, an individual may be treated as the "Spouse" of a Participant only if the individual is of the opposite sex and is considered to be married to the Participant under the laws of the state where the Participant and the other individual live.

Even though a partner of the same sex cannot qualify as a Spouse, he or she may still qualify as a "Dependent". To qualify as a Dependent, a same sex partner (or any other person who is not related to a Participant) must:

1. receive over 50% of his or her financial support from the Participant for the calendar year;
2. have the same principal residence as the Participant for the entire calendar year; and
3. be a member of the Participant's household (which is not possible if their living together violates the law of the state where they live).

A Participant's relative will be considered to be his or her Dependent if the Participant provided over half of the relative's financial support for the calendar year. If the relative is a child, grandchild, brother, sister, niece or nephew of the Participant who is under age 19 (age 24 in the case of a full-time student), it is not necessary for the

Participant to have provided over half of the relative's support if the relative lived with the Participant for more than half of the calendar year and the relative did not provide more than one-half of his or her own support.

For purposes of this Plan, "Dependent" includes any child of a Participant whose 27th birthday will not have occurred by the last day of the current calendar year, irrespective of whether the child satisfies any of the financial support or residency requirements referred to above in this section of the Summary.

CAN MY EMPLOYER TERMINATE OR CHANGE THE PLAN?

Flyers Energy LLC has the right at any time to amend in whole or in part any or all of the provisions of the Plan or to terminate the Plan. Any other adopting employer may terminate the eligibility of its own employees for the Plan at any time.

THIS SUMMARY IS NOT MEANT TO INTERPRET, EXTEND OR CHANGE THE PLAN IN ANY WAY. IN CASE OF A CONFLICT BETWEEN THIS SUMMARY AND THE ACTUAL PROVISIONS OF THE PLAN, THE PROVISIONS OF THE PLAN WILL ALWAYS GOVERN YOUR RIGHTS AND BENEFITS.