

SUMMARY PLAN DESCRIPTION
OF THE
SKYMATT AUTOMOTIVE GROUP, INC.
401(k) PROFIT SHARING PLAN

As in Effect: June 1, 2017

Skymatt Automotive Group, Inc.
d/b/a Toyota of Bellevue
EIN: 91-0908462

INXS, Inc., d/b/a Magic Toyota
EIN: 91-1741283

BP Automotive Group I, Inc.
d/b/a Michael's Subaru of Bellevue and
Michael's Volkswagen of Bellevue
EIN: 82-1268565

Plan No. 001

TABLE OF CONTENTS

| | Page |
|--|-------------|
| SECTION I. INTRODUCTION..... | 1 |
| Why Does the Employer Have a 401(k) Profit Sharing Plan? | 1 |
| SECTION II. PLAN ADMINISTRATION..... | 1 |
| 1. How Is the Plan Administered?..... | 1 |
| 2. Who Is the Plan Sponsor?..... | 1 |
| 3. What Is the Plan Year? | 2 |
| SECTION III. ELIGIBILITY..... | 2 |
| 1. How Do I Become Eligible to Participate?..... | 2 |
| 2. When Am I Enrolled in the Plan? | 3 |
| 3. When Am I Eligible to Re-Enroll in the Plan If I Terminate Employment and Am Later Rehired?..... | 3 |
| SECTION IV. EMPLOYEE CONTRIBUTIONS. | 4 |
| 1. What Are 401(k) Tax-Deferred Contributions? | 4 |
| a. How Much Can I Contribute Through 401(k) Tax-Deferred Contributions? | 4 |
| b. What is Considered Eligible Compensation for Plan Contribution Purposes?..... | 5 |
| c. Can I Change the Amount I Contribute Through Tax-Deferred Contributions? | 5 |
| d. What Are Age 50 “Catch-up” Contributions to the Plan?..... | 5 |
| 2. What Are After-Tax Roth 401(k) Contributions? | 6 |
| 3. May I Make Rollover Contributions to the Plan? | 7 |
| 4. May I Make Voluntary Nondeductible (After-Tax) Contributions to the Plan? | 7 |
| 5. Can I Get Tax Credit for My Contributions? | 7 |
| SECTION V. EMPLOYER CONTRIBUTIONS. | 8 |
| 1. What Does Your Employer Contribute?..... | 8 |
| 2. How Are Employer Matching Contributions Made to the Plan? | 8 |
| 3. How Are Employer Discretionary Contributions Made to the Plan?..... | 8 |
| 4. Are There Any Additional Limitations That Apply? | 9 |
| SECTION VI. WITHDRAWAL OF CONTRIBUTIONS..... | 9 |
| 1. May I Withdraw My Vested Plan Benefits While Still Employed by the Employer?..... | 9 |
| 2. May I Withdraw My 401(k) Tax-Deferred Contributions to the Plan If I Experience a Qualifying Financial Hardship? | 9 |
| 3. May I Withdraw My 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions to the Plan If I am on a Qualifying Military Leave? | 10 |
| SECTION VII. INVESTMENTS..... | 11 |
| 1. How Are Contributions Invested?..... | 11 |
| 2. How Do I Share in the Return on Investments?..... | 11 |
| 3. Your Exercise of Control Over Your Account..... | 11 |
| SECTION VIII. VESTING..... | 12 |
| 1. When Are My Benefits Vested?..... | 12 |

| | | |
|--|--|----|
| 2. | What Happens to the Non-Vested Amounts That Were Forfeited from My Plan Account If I Am Rehired? | 14 |
| 3. | What Happens to Amounts That Are Forfeited by the Participants? | 15 |
| SECTION IX. BENEFICIARY DESIGNATION..... | | 15 |
| | How Do I Designate a Beneficiary to Receive My Benefits in the Event of My Death? | 15 |
| SECTION X. DISTRIBUTION OF BENEFITS..... | | 16 |
| 1. | When Do I Receive Retirement Benefits? | 16 |
| 2. | What Happens If I Die? | 16 |
| 3. | What Happens If I Terminate Employment? | 16 |
| 4. | What Happens If I Am Permanently and Totally Disabled?..... | 17 |
| 5. | What Happens If I Divorce? | 17 |
| SECTION XI. FORM OF DISTRIBUTION..... | | 17 |
| 1. | In What Form Will My Benefits Be Paid?..... | 17 |
| 2. | If I Die Before I Start to Receive My Benefits, in What Form Will My Benefits Be Paid to My Beneficiary? | 18 |
| 3. | May I “Roll Over” My Distribution to an IRA or Another Employer’s Eligible Retirement Plan? | 19 |
| SECTION XIII. IRA CONTRIBUTIONS..... | | 20 |
| | If I Make Contributions to the Plan, May I Make Contribution to an IRA Too? | 20 |
| SECTION XIV. TOP-HEAVY PROVISIONS..... | | 20 |
| 1. | What Is a Top-Heavy Plan? | 20 |
| 2. | What Happens if the Plan Is Top-Heavy?..... | 20 |
| SECTION XV. TERMINATION OF THE PLAN..... | | 21 |
| | What Happens if the Plan Terminates?..... | 21 |
| SECTION XVI. RIGHTS OF PARTICIPANTS..... | | 21 |
| 1. | To Whom Should Legal Notices Be Addressed?..... | 21 |
| 2. | What Are the Plan’s Benefit Claims Procedures?..... | 21 |
| 3. | Is the Plan Insured by the Pension Benefit Guaranty Corporation? | 22 |
| 4. | What Are My Rights under ERISA? | 22 |

SECTION I. INTRODUCTION.

Why Does the Employer Have a 401(k) Profit Sharing Plan?

Toyota of Bellevue, Magic Toyota, Michael's Subaru of Bellevue, and Michael's Volkswagen of Bellevue, referred to in this Summary Plan Description (SPD) together as the "Employer," maintain the Skymatt Automotive Group, Inc. 401(k) Profit Sharing Plan (the "Plan") to enable you to share in the growth of the Employer and to help you save for your retirement. Prior to September 10, 2007, the Plan was known as the Michael's Toyota, Inc. 401(k) Profit Sharing Plan.

The Plan was initially adopted as of December 1, 1975. The Plan has been amended several times over the years to reflect changes required by applicable law and certain other changes.

Please read this summary carefully. Its purpose is to explain how the Plan works, how you qualify for and ultimately receive Plan benefits, what benefits are available to you and what your rights are as a Plan Participant.

Because this is only a Plan summary, you may have questions or wish additional information. To obtain further information about the Plan, please contact Donna Pease or any member of the Administrative Committee. (See Section II of this SPD for further information about the Administrative Committee.)

This summary describes the Plan as of June 1, 2017. If the language of this summary conflicts with the language of the Plan document, the language of the Plan document will control.

SECTION II. PLAN ADMINISTRATION.

1. How Is the Plan Administered?

The Plan is administered by the Administrative Committee (the Plan Administrator) appointed by the Board of Directors of Skymatt Automotive Group, Inc. The Administrative Committee is responsible for arranging all services necessary to operate the Plan, including accounting, legal and investment advisory services. The Administrative Committee has the power in its sole discretion to manage and operate the Plan. This includes interpreting the provisions of the Plan and making required administrative decisions regarding eligibility, right to benefits and similar decisions.

Currently, the Administrative Committee members are Erik Paulson and Donna Pease. Inquiries to the Administrative Committee should be addressed to the Administrative Committee, Attention: Donna Pease, Toyota of Bellevue, 3080 148th Avenue, Bellevue, WA 98007, phone number (425) 455-9500.

2. Who Is the Plan Sponsor?

The sponsor of the Plan is Skymatt Automotive Group, Inc. (d/b/a Toyota of Bellevue). INXS, Inc., d/b/a Magic Toyota, and BP Automotive Group I, Inc. (d/b/a Michael's Subaru of Bellevue and Michael's Volkswagen of Bellevue) have also adopted the Plan. Their eligible employees also participate in the Plan on the terms described in this Summary Plan Description.

3. What Is the Plan Year?

The Plan Year is the 12-month period ending December 31. All records of the Plan are maintained on this Plan Year.

SECTION III. ELIGIBILITY.

1. How Do I Become Eligible to Participate?

After meeting the eligibility requirements, all categories of employees of the Employer are eligible to participate in the Plan except the following. You are not eligible to participate if you are a union member and your collective bargaining agreement does not allow you to participate in this Plan, even though retirement benefits were the subject of good faith bargaining. Additionally, you are not eligible to participate in the Plan if you are classified by the Employer as an independent contractor (regardless of whether that classification is controlling for federal employment tax purposes or under any other applicable federal, state, or local law, and regardless of whether you are classified differently by a court or any federal, state, or local agency), or if you perform services under an agreement between the Employer and a leasing organization.

If you are employed by the Employer in an eligible employment category, you will become eligible to participate in the Plan for purposes of making 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions on the Enrollment Date that coincides with or next follows your completion of 90 days of service and attainment of age 21, if you are still employed by the Employer on that date. You do not have to work a minimum number of hours during that 90-day period. For purposes of Employer contributions, you are eligible to participate on the Enrollment Date that coincides with or next follows your attainment of age 21 and your completion of one Year of Service with the Employer, if you are still employed by the Employer on that date.

For purposes of making 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions, Enrollment Dates are the first day of each calendar month. For purposes of Employer Contributions, Enrollment Dates are each January 1, April 1, July 1, and October 1.

In determining eligibility for Employer contributions, you complete a Year of Service for eligibility purposes when you complete 1,000 Hours of Service during the 12-month period measured from your date of hire. If you do not complete 1,000 Hours of Service with the Employer during your first twelve (12) months of employment, your eligibility for purposes of receiving any Employer contributions to the Plan will be based on your Hours of Service during a Plan Year (January 1 to December 31) beginning with the Plan Year that includes the first anniversary of your date of hire. If you complete 1,000 Hours of Service during a Plan Year, you will be eligible to participate in the Plan for purposes of receiving any Employer contributions to the Plan beginning with the Enrollment Date coinciding with or next following your completion of the eligibility requirements.

You will receive credit for one Hour of Service for each hour for which the Employer pays you, directly or indirectly, or for which you are entitled to payment, for the performance of your employment duties. You will also receive credit for certain hours during which you do not work if the Employer pays you for those hours, such as paid vacation.

If you return to employment with Employer after a period of qualifying military leave, you will receive credit for Hours of Service at your customary rate for the period of qualifying military leave, subject to the applicable laws governing military leaves.

Service for certain predecessor companies acquired by the Employer and service for companies under common control with the Employer may be included in determining Hours of Service for eligibility and/or vesting purposes. Please contact Donna Pease, whose address and phone number are listed above, for further information relating to this service.

If you were employed by Chaplin's Automotive Group, d/b/a Bellevue Subaru Volkswagen ("Chaplin's") on May 31, 2017, and become an employee of BP Automotive Group I, Inc., d/b/a Michael's Subaru of Bellevue and Michael's Volkswagen of Bellevue ("BP Automotive Group") on or after June 1, 2017, you will receive credit for prior Years of Service and Hours of Service for purposes of eligibility to participate in this Plan. However, in no case will you receive duplicate credit for the 2017 Plan Year. If you have met the eligibility requirements of the Plan based on your prior service, you will be enrolled in the Plan as of the next Enrollment Date following your hire by the Employer (July 1 if hired in June). For example, if you were hired by Chaplin's prior to April 1, 2017, and then became employed by BP Automotive Group in June 2017, you would have completed the 90 days of service eligibility requirement and will be enrolled for purposes of making 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions on July 1, 2017.

2. When Am I Enrolled in the Plan?

For 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions, except as explained immediately above, you are enrolled on the first day of the month that coincides with or follows your completion of the eligibility requirements if you are still employed by the Employer on that date. For purposes of Employer contributions, you will be enrolled as a Participant in the Plan on the first day of the calendar quarter (January 1, April 1, July 1, or October 1) which coincides with or follows your completion of the eligibility requirements if you are still employed by the Employer on that date.

Example: Jack begins to work for the Employer at age 33 on July 8, 2017. Jack will be eligible to make 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions effective November 1, 2017, the monthly Enrollment Date after 90 days of service. On July 7, 2018, Jack completes one Year of Service. Jack will become a Participant in the Plan for Employer contributions on October 1, 2018, the quarterly Plan Enrollment Date which follows his completion of the eligibility requirements.

3. When Am I Eligible to Re-Enroll in the Plan If I Terminate Employment and Am Later Rehired?

If you terminate employment with the Employer after having been a Plan Participant, you will become a Participant again on the date you are rehired if you meet at least one of the following conditions:

- (a) You made contributions to the Plan prior to your terminating employment with the Employer.
- (b) You had vested Employer contributions held in the Plan on your behalf before you terminated employment with the Employer.
- (c) The number of your consecutive "one-year breaks in service" (see below) is lower than the number of your Years of Service for eligibility purposes before you terminated employment with the Employer.
- (d) The number of your consecutive one-year breaks in service is fewer than five (5).

In most cases, you will meet at least one of these conditions, and you will be enrolled on your re-employment date and eligible to begin making 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions again as of the next monthly Enrollment Date. However, if none of these statements applies in your situation, then you will not receive credit for your prior Years of Service for eligibility purposes upon rehire.

A one-year break in service is a Plan Year (January 1 through December 31) in which you are credited with less than 501 Hours of Service. You may avoid a one-year break in service if you are absent from work because of pregnancy, birth of a child, placement of a child for adoption or caring for a child immediately after birth or placement. You must provide the Administrative Committee with proof that the absence was for one of these reasons.

SECTION IV. EMPLOYEE CONTRIBUTIONS.

1. What Are 401(k) Tax-Deferred Contributions?

401(k) Tax-Deferred Contributions are contributions you make by electing to have a percentage of your compensation withheld from your pay each pay period and paid directly to the Plan trust fund. These contributions reduce your current compensation. 401(k) Tax-Deferred Contributions are withheld before federal income taxes are taken from your compensation. No federal income taxes on these contributions are due until they are distributed to you from the Plan. Your 401(k) Tax-Deferred Contributions are subject to Social Security tax in the year you make the contributions.

When you become a Plan Participant, the Administrative Committee will provide you with instructions on using the telephone voice response system or accessing your account via the Internet to elect to make 401(k) Tax-Deferred Contributions to the Plan.

Your 401(k) Tax-Deferred Contributions are deposited to your 401(k) Tax-Deferred Contribution Account in the Plan trust fund.

a. How Much Can I Contribute Through 401(k) Tax-Deferred Contributions?

The Plan allows you to make 401(k) Tax-Deferred Contributions of up to 75% of your compensation (or a higher limit set by the Board), in 1% increments. However, generally, you may not elect to contribute more than \$18,000 in 2017, or whatever adjusted amount is permitted by law in each future calendar year, even if that is less than the percentage of your compensation that you are otherwise permitted to contribute.

If you are age 50 or older by the end of a calendar year, you may be able to make additional “Catch-up Contributions” for that Plan Year, as described later in this Summary Plan Description.

In addition to the 401(k) Tax-Deferred Contribution limit, strict limits are imposed by the Internal Revenue Code on the amount of 401(k) Tax-Deferred Contributions that may be made by highly compensated employees. To meet these limits, the Administrative Committee may be required to reduce the amount contributed by any highly compensated employee or to repay any excess 401(k) Tax-Deferred Contributions and earnings to a highly compensated employee. If the Administrative Committee is required to repay any amount contributed by a highly compensated employee, it will direct the Employer to pay that amount from the Plan plus earnings on that amount in cash to the employee.

If you return to employment with the Employer after a period of qualifying military leave, you will be eligible to make-up 401(k) Tax-Deferred Contributions for the period of qualifying military leave, subject to the applicable laws governing military leaves.

b. What is Considered Eligible Compensation for Plan Contribution Purposes?

Your compensation for Plan contribution purposes includes your total salary or wages, overtime, and bonuses that you receive from the Employer and tips reported to the Employer, before any contributions you make to this Plan and before any salary reductions to the Employer's flexible benefits plan or qualified transportation fringe benefit plan (if applicable) and excluding Employer contributions made to the Plan on your behalf.

Compensation in excess of \$270,000 (or whatever adjusted amount is permitted by law in each future calendar year) is not considered for Plan contribution purposes. Compensation you receive before you meet the Plan's eligibility requirements is not considered in determining your contributions under the Plan.

Certain eligible compensation that you receive after termination of employment may be treated as eligible compensation for Plan contribution purposes, if that compensation is received by the later of (1) 2-1/2 months after your termination of employment with the Employer or (2) the end of the Plan Year in which your termination of employment occurs.

Compensation while you are on a qualified military leave is considered to be the compensation you would have received from the Employer if you were not in qualified military service. Also, if the Employer makes differential wage payments to a participant in qualified military leave, the differential wage payment is considered eligible compensation for Plan purposes.

c. Can I Change the Amount I Contribute Through Tax-Deferred Contributions?

You may increase or decrease your 401(k) Tax-Deferred Contributions effective the first day of any calendar quarter (January 1, April 1, July 1, or October 1).

Each Participant who is eligible to make 401(k) Tax-Deferred Contributions, but who is not making 401(k) Tax-Deferred Contributions, may elect to begin making 401(k) Tax-Deferred Contributions effective the first day of each calendar quarter (January 1, April 1, July 1, or October 1).

You may elect to stop making 401(k) Tax-Deferred Contributions as of the first day of any future pay period as long as the Administrative Committee receives your election to stop making these contributions within the timeframe and through the means required by the Administrative Committee. If you stop making 401(k) Tax-Deferred Contributions, you may not elect to begin making these contributions again until the next calendar quarter effective as of the first day of the next calendar quarter (January 1, April 1, July 1, or October 1).

Example: Assume you are making 401(k) Tax-Deferred Contributions and you elect to stop making contributions effective May 1, 2017. You may not resume making 401(k) Tax-Deferred Contributions until the first day of the next calendar quarter, July 1, 2017.

d. What Are Age 50 "Catch-up" Contributions to the Plan?

However, if you are age 50 or older, you may be able to make additional "catch-up" contributions to the Plan if certain conditions are met. To be eligible to make catch-up contributions for a Plan Year,

you must be age 50 or older by the end of that Plan Year, and you must have made the maximum tax-deferred contributions that you are permitted to make under the Plan rules or applicable law.

Like tax-deferred contributions, catch-up contributions are deducted on a pre-tax basis from your pay. The maximum “catch-up” contribution is \$6,000 in 2017 and as adjusted by the IRS in future years for changes in the cost of living.

2. What Are After-Tax Roth 401(k) Contributions?

If you are eligible to make 401(k) Tax-Deferred Contributions to the Plan, you may elect to designate all or a portion of your contributions as After-Tax Roth 401(k) Contributions instead. As their name suggests, After-Tax Roth 401(k) Contributions are made with after-tax dollars instead of pre-tax dollars. This means you pay federal income taxes on After-Tax Roth 401(k) Contributions at the time they are deducted from your paycheck, so you do not owe federal income tax on these After-Tax Roth 401(k) Contributions at the time they are distributed to you from the Plan. In addition, the earnings on After-Tax Roth 401(k) Contributions will not be taxable if a distribution is made at least five taxable years after you first make After-Tax Roth 401(k) Contributions to the Plan, and if that distribution occurs after your attainment of age 59½, death, or permanent and total disability. Any investment earnings on After-Tax Roth 401(k) Contributions are taxable if a distribution of your Roth 401(k) Contributions is taken before these requirements are met.

Whether it is better to make pre-tax 401(k) Tax-Deferred Contributions, After-Tax Roth 401(k) Contributions, or a combination of both depends in part on your individual tax situation now and your expected tax situation at retirement. Please consult with your tax adviser to for help in determining what makes sense for you and your family.

The sum of your 401(k) Tax-Deferred Contributions and your After-Tax Roth 401(k) Contributions for any Plan Year may not exceed \$18,000 in 2017 (as adjusted by the IRS for changes in the cost of living in future years). Eligible compensation for purposes of determining your After-Tax Roth 401(k) Contributions to the Plan is the same as your eligible compensation for purposes of determining 401(k) Tax-Deferred Contributions, as described earlier in this Summary Plan Description.

In most respects, After-Tax Roth 401(k) Contributions are treated like 401(k) Tax-Deferred Contributions. For example, to the extent that in-service withdrawals of your 401(k) Tax-Deferred Contributions are permitted by the Plan, you may elect to take in-service withdrawals of your After-Tax Roth 401(k) Contributions, too. (See Section VI.1 of this Summary Plan Description for information about available in-service withdrawals.)

You become eligible for After-Tax Roth 401(k) Contributions and can start and stop After-Tax Roth 401(k) Contributions at the same time applicable to 401(k) Tax-Deferred Contributions. After-tax Roth 401(k) contributions are invested the same way as 401(k) Tax-Deferred Contributions.

You are always 100 percent vested in the value of the After-Tax Roth 401(k) Contributions, as adjusted for any investment gains or losses, in your Plan account.

If you are age 50 or older by the end of a calendar year (December 31), you may designate part or all of your catch-up contributions as After-Tax Roth 401(k) Contributions.

3. May I Make Rollover Contributions to the Plan?

You may roll over a distribution from another eligible retirement plan to this Plan if certain conditions are met. You may roll over an eligible rollover distribution from another eligible retirement plan, or from an IRA account that holds only a distribution from another eligible retirement plan, and you have made no contributions to that IRA. You must contribute any such distributions to this Plan within sixty (60) days following your receipt of such amount. An ordinary IRA to which you contribute cannot be rolled over to this Plan. You should consult a member of the Administrative Committee as to the conditions and procedures for making a rollover contribution. The amount of any rollover contribution will be invested along with the other assets of the Plan, but will be held for you in a special rollover account and will be at all times 100% vested (nonforfeitable).

If you plan to make a rollover contribution from another plan that is subject to the qualified joint and survivor annuity requirements, the other plan, prior to making the direct rollover contribution to this Plan, must obtain the proper waiver and required spousal consent to that waiver.

If you were an employee of Chaplin's Automotive Group, d/b/a Bellevue Subaru Volkswagen on May 31, 2017, who becomes an employee of BP Automotive Group I, Inc., d/b/a Michael's Subaru of Bellevue and Michael's Volkswagen of Bellevue on or after June 1, 2017, you may elect to roll over your account balance from the Chaplin's Automotive Group 401(k) Plan (the "Chaplin's Plan"), including any outstanding loan promissory note, to this Plan. However, in order to roll over any outstanding loan promissory note, you must roll over your entire vested Chaplin's Plan account balance to this Plan. If you roll over an outstanding loan promissory note, you will continue to make loan repayments through payroll deduction while an active employee of an Employer sponsoring this Plan. If you terminate employment with the Employer before you repay the outstanding loan balance (plus accrued interest) becoming due and payable upon severance from employment. The outstanding loan promissory note is subject to the terms set forth in such note. You are not eligible to initiate a new loan in this Plan or to refinance the loan promissory note rolled over from the Chaplin's Plan.

4. May I Make Voluntary Nondeductible (After-Tax) Contributions to the Plan?

The Plan does not currently allow you to make voluntary employee nondeductible (after-tax) contributions.

However, see Section IV.2 above regarding a different type of after-tax contribution called After-Tax Roth 401(k) Contributions that may be made by eligible employees.

5. Can I Get Tax Credit for My Contributions?

You may be eligible for a tax credit if your income is below a certain level. You claim this credit on your tax return. The first \$2,000 of contributions to this Plan are eligible for a tax credit depending on your income. For 2017, the credit phases out as follows:

| Taxpayer Filing Status & Adjusted Gross Income | | | | |
|--|-------------------|-------------------|----------------|--------------------|
| Married Filing | Head of | All Other Filers | Percent Credit | Maximum Credit |
| \$0-\$37,000 | \$0-\$27,750 | \$0-\$18,500 | 50% | \$1,000*/\$2,000** |
| \$37,001-\$40,000 | \$27,751-\$30,000 | \$18,501-\$20,000 | 20% | \$400*/\$800** |
| \$40,001-\$62,000 | \$30,001-\$46,500 | \$20,001-\$31,000 | 10% | \$200*/\$400** |
| Over \$62,000 | Over \$46,500 | Over \$31,000 | 0% | No Credit |

* If filing in a status other than Married Filing Jointly

** If filing as Married Filing Jointly

Like other tax credits, the saver's tax credit can increase your refund or reduce the tax owed. Although the maximum saver's tax credit is \$1,000, you may not qualify for this full amount (or you may not qualify for the tax credit at all). The amount of tax credit to which you are entitled (if any) is based on your tax filing status, adjusted gross income, tax liability, and amount contributed to qualifying retirement programs. See IRS Form 8880 its instructions for details on determining whether you are eligible for this tax credit, and if so, how much you are eligible for.

The above information is provided for informational purposes only and is not meant as tax advice. Consult with your tax adviser or the IRS for further details.

SECTION V. EMPLOYER CONTRIBUTIONS.

1. What Does Your Employer Contribute?

The Employer makes Employer Matching Contributions to the Plan each year for certain eligible participants. Additionally, in its discretion, the Employer may choose to make Employer Discretionary Contributions for a Plan Year.

2. How Are Employer Matching Contributions Made to the Plan?

Once you have met the eligibility requirements for Employer Matching Contributions, your Employer will contribute a matching contribution on your behalf each pay period based on the 401(k) Tax-Deferred Contributions that you make to the Plan for that pay period. The amount of the Employer Matching Contributions will not exceed the least of (a) 25% of your total 401(k) Tax-Deferred Contributions during that pay period, (b) 2-1/2% of your eligible compensation during that pay period, or (c) the other applicable limits of the Plan.

Eligible compensation for purposes of Employer Matching Contributions is the same as eligible compensation for purposes of 401(k) Tax-Deferred Contributions, as described earlier in this Summary Plan Description.

If you return to employment with the Employer after a period of qualifying military leave, you will be eligible for any Employer Matching Contributions associated with 401(k) Tax-Deferred Contributions that you would have otherwise received if you had not been on military leave for the period of qualifying military leave, subject to the applicable laws governing military leaves.

3. How Are Employer Discretionary Contributions Made to the Plan?

The amount of the Employer Discretionary Contributions is determined annually by the Board of Directors of each co-sponsoring Employer, at a meeting held before the time provided by law for filing the Employer's income tax return (including extensions). The Trustee of the Trust has no right or duty to inquire into the amount of the Employer's contribution or the method used in determining the amount of such contribution.

To be eligible for Employer Discretionary Contributions, you must be considered an "Active Participant," which means you must be a Plan participant, be employed by the Employer on the last day of the Plan Year, and complete at least 1,000 Hours of Service as an employee of the Employer during the Plan Year (or a proportionate number of hours in the first Plan Year of your participation if you become a participant a date other than January 1).

If you are an Active Participant, the contribution is allocated first in proportion to compensation above the Social Security Wage Base, then to compensation below. The process is complicated, but the end result is that your share of the contribution will be X% of your total compensation plus Y% of your compensation over the Social Security wage base (currently \$127,200 in 2017). Y cannot be more than 5.7% greater than X and cannot be more than twice X.

Eligible compensation for purposes of Employer Discretionary Contributions is the same as eligible compensation for purposes of 401(k) Tax-Deferred Contributions, as described earlier in this Summary Plan Description.

If you return to employment with the Employer after a period of qualifying military leave, you will be eligible for any Employer Discretionary Contributions that you would have otherwise received if you had not been on military leave for the period of qualifying military leave, subject to the applicable laws governing military leaves.

4. Are There Any Additional Limitations That Apply?

The total of your 401(k) Tax-Deferred Contributions, After-Tax Roth 401(k) Contributions, Employer Matching Contributions, and Employer Discretionary Contributions in a Plan Year cannot exceed the lesser of 100% of your compensation or \$54,000 in 2017 (or as adjusted in future years for changes in the cost of living).

In addition, if you are a highly compensated employee, the Administrative Committee may be required by law to reduce your Employer Matching Contributions and/or Employer Discretionary Contributions if the IRS limits on those contributions for highly compensated employees are exceeded. The Administrative Committee will notify you if this occurs.

SECTION VI. WITHDRAWAL OF CONTRIBUTIONS.

1. May I Withdraw My Vested Plan Benefits While Still Employed by the Employer?

In accordance with the procedures established by the Administrative Committee, you may elect to withdraw your vested Plan benefits while you are still employed by the Employer at any time after you attain age 59-1/2.

Otherwise, your vested Plan benefits will only be distributed to you or your beneficiary in the event of your death, disability, termination of employment or retirement. (See Section X, Distribution of Benefits). However, your 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions may be withdrawn if you experience a qualifying financial hardship, as described below. Also, in certain military leave situations, you may be able to withdraw your 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions, as described below.

2. May I Withdraw My 401(k) Tax-Deferred Contributions to the Plan If I Experience a Qualifying Financial Hardship?

The Administrative Committee has established a program for hardship withdrawals of 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions and the method for determining whether a Participant is entitled to a distribution by reason of hardship. A hardship withdrawal may not include investment earnings on your 401(k) Tax-Deferred Contributions or After-Tax Roth 401(k) Contributions. A hardship withdrawal may include the amount necessary to pay taxes and penalties on

the hardship distribution. A hardship distribution (a) must be on account of an immediate and heavy financial need, and (b) must be necessary to satisfy a financial need that the Employee is unable to satisfy from other resources reasonably available to him.

Hardship is limited to:

- a. Uninsured medical expenses (described in Internal Revenue Code Section 213(d)) that have already been incurred by you, your spouse, your child (whether or not that child lives with you), your dependent, or your designated beneficiary, or expenses that have not already been incurred, but which must be prepaid in order to allow those persons to obtain medical treatment;
- b. Purchase of your principal residence (excluding mortgage or loan payments);
- c. Payment of tuition, room and board expenses, and related educational fees for the next twelve months of post-secondary education for you, your Spouse, your child, your dependent, or your designated beneficiary, including graduate school and any approved trade or technical school;
- d. Payment to prevent your eviction from his principal residence, or foreclosure of a mortgage or other financing lien on your principal residence;
- e. Payment of burial or funeral expenses for your deceased parent, Spouse, child, or dependent;
- f. Expenses for the repair of damage to your principal residence that would qualify as a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of the Participant's adjusted gross income); and
- g. Any other deemed immediate and heavy financial need that may be prescribed by the Commissioner of Internal Revenue through the publication of revenue rulings, notices, and other documents of general applicability.

Hardship withdrawals made prior to your attainment of age 59½ will be subject to a 10% penalty tax unless the hardship withdrawal is applied to pay deductible medical expenses. 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions to this Plan or any other plan maintained by your Employer for 6 months from the date of withdrawal.

3. May I Withdraw My 401(k) Tax-Deferred Contributions and After-Tax Roth 401(k) Contributions to the Plan If I am on a Qualifying Military Leave?

Effective January 1, 2009, if you are performing qualifying military service for more than 30 days, you are treated as having a severance from employment and may therefore take a distribution 401(k) Tax-Deferred Contribution Account and After-Tax Roth 401(k) Contribution Account (including Catch-up Contributions, if any) in the Plan, to the extent required under applicable law. If you elect to receive a distribution of your 401(k) Tax-Deferred Contribution Account or After-Tax Roth 401(k) Contribution Account (including Catch-up Contributions, if any) under this special provision, you may not make any contributions to the Plan during the 6-month period beginning on the date of the distribution.

SECTION VII. INVESTMENTS.

1. How Are Contributions Invested?

Garde Capital, Inc. (“Garde”) is the Plan’s Investment Manager under Section 3(38) of ERISA and is the fiduciary with respect to all investments under the Plan. Garde’s address and phone number are: 1301 Fifth Avenue, Suite 3030 Seattle WA 98101, phone number: 1-877-239-0012.

You have the right to allocate contributions made to your Plan accounts among the Plan funds selected by Garde and in accordance with the rules established by the Administrative Committee with respect to increments and timing of the transfers.

Attached to this Summary is a brochure, An Overview of the Plan’s Investment Options, outlining the investment options you have under your Plan. If you choose not to allocate contributions among the Plan Funds, Garde will select an investment fund or funds for you. However, to make sure that your investments best meet your own personal financial situation, it is strongly recommended that you make your own investment elections. You may wish to consult with a financial adviser regarding the investment funds that best meet your financial objectives.

2. How Do I Share in the Return on Investments?

Because you direct the investment of your Plan assets among the Plan investment funds, the ultimate investment return you receive will be dependent upon how you allocate the amounts in your Plan accounts among the investment funds and upon the investment performance of the Plan investment funds.

3. Your Exercise of Control Over Your Account.

You may change your investment elections at any time by using the automated voice response system or Internet access. On request, you are entitled to written confirmation regarding the carrying out of these instructions.

Currently, you incur no transaction fees or expenses as a result of transferring amounts in your Plan accounts from one investment fund to another.

Upon request to the Administrative Committee, you may receive additional information including the following which will be based on the latest information available:

- A description of the annual operating expenses of each of the investment alternatives offered under the Plan (e.g., investment management fees, trustees’ fees, administrative fees and transaction costs) which are charged to your account expressed as a percentage of average net assets.
- Copies of any prospectuses, financial statements and reports or other materials relating to the investment alternatives available under the Plan to the extent provided to the Administrative Committee.
- A list of the assets in the portfolio of each fund, the value of each asset, and the percentage of the overall fund which it represents. With respect to an asset which is a fixed rate investment contract, the name of the bank or insurance company issuing the contract, the term of the contract and the rate of return under the contract.

- Current information about the value of the shares or units in mutual funds offered under the Plan, together with current investment performance information determined net of expenses.
- Information concerning the value of shares or units in your account.

This Plan is intended to be a Plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404(c)-1. It is intended that the fiduciaries of the Plan (i.e., the Employer, the Trustees, the Administrative Committee, and the Investment Manager) will be relieved of liability for any loss occurring as the direct and necessary result of your investment instructions.

What you will ultimately receive under the Plan depends in great part on the investment performance of the assets of the Plan. While the Employer believes that the assets will appreciate in value, there are no guarantees that they will.

The Trustees, the Administrative Committee, and the Employer are not liable for any loss or for any breach of fiduciary responsibility which results from your control over all or part of the your investments in your Plan Accounts. Where you are directing investment of all or part of your Accounts, the Trustees will have no responsibility to maintain diversification of the self-directed portion of those accounts.

You are responsible for reviewing the periodic Plan account statements that you receive to make sure that your investment directions, including any changes that you have elected to make, have been correctly implemented. If you notice an error, please contact Donna Pease as soon as possible after receiving your account statement.

Erik Paulson and Donna Pease are currently the Trustees for all Plan assets. The Trustees' address is: Toyota of Bellevue, 3080 148th Avenue, Bellevue, WA 98007.

The Plan investment funds and your Plan accounts are valued daily. The Plan will provide you quarterly statements of the value of your Plan accounts as of March 31, June 30, September 30, and December 31 of each year. The value of your Plan accounts will be determined separately from other Participants' accounts.

SECTION VIII. VESTING.

1. When Are My Benefits Vested?

Your 401(k) Tax-Deferred Contribution Account (including any Catch-up Contributions), After-Tax Roth 401(k) Contribution Account (including any Catch-up Contributions), and Rollover Account (if applicable) are always 100% vested and nonforfeitable.

Your Employer Matching Contribution Account will become vested and nonforfeitable in accordance with the following schedule if you work for the Employer any time after December 31, 2001:

| <u>Years of Vesting Service Completed</u> | <u>% Vested</u> |
|---|-----------------|
| 1 | 0% |
| 2 | 20% |
| 3 | 40% |
| 4 | 60% |
| 5 | 80% |
| 6 | 100% |

Additionally, the contributions made to your Employer Discretionary Contribution Account for Plan Years beginning on or after January 1, 2007 (also called your “post-2006 Employer Discretionary Contributions”) will be subject to the above vesting schedule.

Your Pre-2007 Employer Discretionary Contribution Account will become vested and nonforfeitable in accordance with the following schedule:

| <u>Years of Vesting Service Completed</u> | <u>% Vested</u> |
|---|-----------------|
| 1 | 0% |
| 2 | 0% |
| 3 | 30% |
| 4 | 40% |
| 5 | 60% |
| 6 | 80% |
| 7 | 100% |

If you have terminated employment with the Employer, the vesting of your Employer Matching Contribution Account and your Employer Discretionary Contribution Account is based on the vesting schedule in effect at the time you terminated employment.

A Year of Vesting Service is a Plan Year (calendar year) in which you are credited with at least 1,000 Hours of Service, beginning with the Plan Year in which you are hired by the Employer. For purposes of vesting, you will receive credit for each Year of Service, including the years of Service you have completed prior to becoming a participant.

Example 1. Jennifer was hired by the Employer in an eligible position in 2013 and has four (4) Years of Service for vesting purposes. The total of her Employer Matching Contribution Account and her Employer Discretionary Contribution Account under the Plan is \$3,000. Based on Jennifer’s four Years of Service for vesting purposes, she is 60% vested in these contributions. If Jennifer terminates employment, she will be entitled to \$1,800 ($\$3,000 \times .60$).

Example 2. Bob was hired by the Employer in an eligible employment category in 2014 and has three (3) Years of Vesting Service. The total of his Employer Matching Contribution Account and his Employer Discretionary Contribution Account under the Plan is \$2,000. If Joe terminates employment due to a permanent and total disability, he will be entitled to receive \$2,000.

The amounts in your Employer Matching Contribution Account and in your Employer Discretionary Contribution Account will become 100% vested and nonforfeitable regardless of the above schedule if you die, become permanently and totally disabled, or attain normal retirement age (age 65) while still employed by the Employer.

If you are a participant in qualifying military service and die on or after January 1, 2007, your survivors are entitled to any additional benefits that the Plan would otherwise provide if you had been actively employed as of the date of your death. This means that your account balance would be 100% vested as of the date of your death.

If you were employed by Chaplin's Automotive Group, d/b/a Bellevue Subaru Volkswagen on May 31, 2017, and become an employee of BP Automotive Group I, Inc., d/b/a Michael's Subaru of Bellevue and Michael's Volkswagen of Bellevue on or after June 1, 2017, you will receive credit for prior Years of Service and Hours of Service for purposes of determining service for vesting purposes in this Plan. However, in no case will you receive duplicate credit for the 2017 Plan Year.

If you terminated employment with BPP Automotive Group, Inc. (d/b/a Michael's Chevrolet of Issaquah) in February 2016 as a result of the sale of BPP Automotive Group, Inc. (d/b/a Michael's Chevrolet of Issaquah), your Employer Matching Contribution Account and Employer Discretionary Contribution Account (if any) will become 100% vested and nonforfeitable, as long as you did not become employed by any other Plan Sponsor at the time of the sale.

If you terminated employment with BPC Automotive Group, Inc. (d/b/a Magic Nissan of Everett) in June 2016, as a result of the sale of BPC Automotive Group, Inc. (d/b/a Magic Nissan of Everett), your Employer Matching Contribution Account and Employer Discretionary Contribution Account (if any) will become 100% vested and nonforfeitable, as long as you did not become employed by any other Plan Sponsor at the time of the sale.

2. What Happens to the Non-Vested Amounts That Were Forfeited from My Plan Account If I Am Rehired?

If you are rehired after you have five consecutive One-Year Breaks in Service, your nonvested benefits will have been permanently forfeited. If you are rehired before you have five consecutive One-Year Breaks in Service, and you received your vested benefits when your employment terminated, the nonvested amounts in your Employer Matching Contribution Account and Employer Discretionary Contribution Account that you previously forfeited will be reinstated, provided you repay to the Plan, within a specified period of time, the amount of vested benefits paid to you from the Plan attributable to Employer contributions when your employment terminated.

Regardless of whether or not you have forfeited any amounts, your prior Years of Service for vesting purposes will be reinstated when you complete a Year of Service following rehire if you meet at least one of the following conditions:

(a) You made contributions to the Plan prior to your terminating employment with the Employer.

(b) You had vested Employer contributions held in the Plan on your behalf before you terminated employment with the Employer.

(c) The number of your consecutive one-year breaks in service is lower than the number of your Years of Service for vesting purposes before you terminated employment with the Employer.

(d) The number of your consecutive one-year breaks in service is less than five (5).

See Section III of this Summary Plan Description for a definition of a one-year break in service.

In most cases, you will meet at least one of the conditions described above, and your prior Years of Vesting Service will be reinstated after you have completed a Year of Service following rehire. However, if none of these statements applies in your situation, then you will not receive credit for your prior Years of Vesting Service following rehire.

If you return to employment with the Employer, after a period of qualifying military leave, you will receive credit for Years of Service for the period of qualifying military leave, subject to the applicable laws governing military leaves.

3. What Happens to Amounts That Are Forfeited by the Participants?

On each Anniversary Date (December 31), participants whose employment terminated during the Plan Year and who either received a distribution of their vested benefits or incurred 5 consecutive One-Year Breaks in Service will forfeit the nonvested amounts in their Employer Matching Contributions Accounts and Employer Discretionary Contribution Accounts. If your employment terminates and your vested benefits are more than \$5,000, but you elect not to receive a distribution of your vested benefits, you will not forfeit your nonvested benefits until you have had five (5) consecutive One-Year Breaks in Service.

Forfeitures will be used first to reinstate forfeited accounts if an employee is rehired, as described below, then applied to reduce future Employer contributions.

Example. Marilyn was hired on January 1, 2013, and she terminates employment on December 31, 2017. At the time of her termination of employment, she has five (5) Years of Vesting Service. The balance of her Employer Matching Contribution Account is \$1,000 and the balance of her Employer Discretionary Contribution Account is \$2,000. Based on the vesting schedule for contributions made after January 1, 2007, she will be entitled to receive \$2,400 (80% of her Employer Matching Contribution Account and 80% of her Employer Discretionary Contribution Account). The remaining \$600 will be forfeited and will be applied in the manner described above.

SECTION IX. BENEFICIARY DESIGNATION.

How Do I Designate a Beneficiary to Receive My Benefits in the Event of My Death?

You may designate a beneficiary or beneficiaries, who are persons who will receive any benefits payable at your death. If you are married and you do not designate a beneficiary, the benefits will be payable to your spouse. If you are married, and you wish to designate someone as your beneficiary other than your spouse, your spouse must consent to the designation. Your spouse's consent must be on a form provided by the Administrative Committee and must be witnessed by a notary public or a member of the Administrative Committee.

The beneficiary may be changed at any time by written designation filed with the Administrative Committee. If you don't name a beneficiary or if the beneficiary you name is not alive, the amount in your account(s) will be paid to your surviving spouse, or if none, as provided in the Plan document.

SECTION X. DISTRIBUTION OF BENEFITS.

1. When Do I Receive Retirement Benefits?

Normally, you will receive your Plan benefits upon your retirement after you reach age 65 (the Plan's normal retirement age). If you elect the Early Retirement Date, you will also begin receiving your Plan benefits at that time. You may elect the early retirement date if you have completed 10 Years of Service and have attained age 55. You may elect to receive your vested Plan benefits earlier if you are permanently disabled or terminate employment. Also, see Section VI for information about receiving certain distributions from your vested Plan account balance while you are still employed.

If you retire on or after age 65, payment of your vested Plan benefits will be made as described in Section XI of this booklet. If you do not want to receive your vested Plan benefits, and their value exceeds \$5,000, the Plan permits you to elect to defer the payment of your vested Plan benefits to a date later than your retirement date. You will be provided forms on which to make this election and, prior to receiving your vested Plan benefits, you may change your election at any time. You must receive your vested Plan benefits upon the later of your termination of employment or the April 1 of the tax year following the year in which you attain age 70½. However, if you are a more than 5% owner of an Employer, you must receive your vested Plan benefits no later than April 1 of the tax year following the year in which you attain age 70½, even if you are still employed.

2. What Happens If I Die?

If you die before your vested Plan benefits begin, your beneficiary will receive the amounts in your Plan accounts. Your designated beneficiary may select one of the death benefit payment options described in Section XI. If you die after starting to receive installment payments, the remaining payments will be paid to your beneficiary over the remainder of the payment period elected by you unless your beneficiary elects to receive these installment payments faster.

3. What Happens If I Terminate Employment?

If you terminate employment with the Employer prior to normal retirement (65), the treatment of your vested Plan benefits depends in part on the vested dollar amount of your benefits.

If your vested Plan benefits are **not** more than \$5,000, your vested Plan benefits will be transferred automatically in a lump sum payment to a “default” IRA on your behalf unless you elect otherwise. You may instead elect to receive a payment made directly to you (with 20% federal income tax withholding taken) or to have your vested Plan benefits directly rolled over to a rollover IRA of your choice or to your new employer’s eligible retirement plan. The IRA custodian will invest the amount rolled over in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity. For example, it may be invested in an interest-bearing account, a certificate of deposit, a money market fund, or other stable value investment. The IRA custodian will charge your account for any expenses associated with the establishment and maintenance of the IRA, termination costs and surrender charges, and IRA investments, which shall not exceed the fees and expenses charged by the IRA custodian for comparable IRAs established for reasons other than a default rollover distribution. You may transfer the IRA funds at any time to another IRA of your choice. If the Plan transfers your account balance to an IRA, any future distributions will be handled by the IRA custodian.

If your vested Plan benefits are more than \$5,000, you will receive that benefit when you reach your Required Beginning Date, unless you elect early retirement or elect to receive your vested benefit when you terminate employment or on any later date. Your Required Beginning Date is the later of

April 1 of the tax year following the year in which you reach age 70½ or your termination of employment. However, if you are a more than 5% owner of an Employer, your Required Beginning Date is April 1 of the tax year following the year in which you attain age 70½, even if you are still employed. You may select one of the payment options discussed in Section XI.

If you terminate employment prior to age 55, and you receive a distribution of your vested benefits prior to age 59½, the distribution will be subject to a 10% tax penalty on early withdrawals. This penalty will not apply if you are permanently and totally disabled or your distribution is rolled over or transferred to an IRA or another qualified pension or profit sharing plan. If you terminate employment after age 55 and take a distribution of your vested benefits after age 55, your distribution will not be subject to a 10% tax penalty.

Benefit checks and Plan information are normally distributed by mail. If you are entitled to a benefit, it is your responsibility to provide the Administrative Committee with your current address.

4. What Happens If I Am Permanently and Totally Disabled?

In the event of permanent and total disability so that you are incapable of further employment with the Employer, you may elect to receive a distribution of your vested account balance. Payment will begin as soon as possible after the Administrative Committee determines you are disabled and you elect to receive payment.

5. What Happens If I Divorce?

If your Spouse is your primary beneficiary, that designation will be revoked upon divorce. It is recommended that you complete a new beneficiary designation form so that you can name the beneficiary(ies) of your choice.

Benefits provided under this Plan are for you and your beneficiary. Your benefits cannot be assigned to someone else in order to settle a debt. However, the Plan will pay amounts to a former spouse or to a child as ordered by a court pursuant to the terms of a Qualified Domestic Relations Order. If the Administrative Committee receives an Order that relates to you, they will notify you immediately. You have a right to obtain, without charge, a copy of the procedures governing Qualified Domestic Relations Orders from the Administrative Committee.

SECTION XI. FORM OF DISTRIBUTION.

1. In What Form Will My Benefits Be Paid?

When you retire, your employment terminates, or you become permanently disabled, you may elect to receive the vested amount in your Plan accounts in one of the following forms:

- (a) a nontransferable joint and 50% survivor annuity contract with your spouse (also known as a qualified joint and survivor annuity);
- (b) a nontransferable joint and 75% survivor annuity contract with your spouse (also known as a qualified optional survivor annuity);
- (c) a nontransferable single life annuity contract;

- (d) installment payments in the amount and over the period of time selected by you, provided: (i) the period shall not exceed the joint life expectancy of you and your spouse at the time the payments start, and (ii) a minimum annual installment must be at least \$100.00; or
- (e) a single lump sum payment.

If you do not make an election by the time your payments are to start, you will receive your vested benefits in a single lump sum payment. If you wish to elect an annuity form of payment (other than a qualified joint and survivor annuity), your spouse, if any, must consent in writing and acknowledge the effect of that consent. Your spouse's signature must be witnessed by a notary public or an Administrative Committee member within 180 days before payment starts.

You may change your election of the form of benefit at any time prior the annuity starting date.

See information in 3. below regarding rolling over certain lump sum distributions to an IRA or another employer's eligible retirement plan.

2. If I Die Before I Start to Receive My Benefits, in What Form Will My Benefits Be Paid to My Beneficiary?

If you die before your benefits begin, your beneficiary may elect to receive the amount in your account in the form of an annuity contract for his or her life, in installment payments over a period not exceeding the beneficiary's life expectancy on the date payments commence, or in a single sum payment. A beneficiary may elect to have payments commence within a reasonable time after your death. Generally, payments must be completed by December 31 of the calendar year in which the fifth anniversary of your death occurs, except under the following circumstances in which the payment may extend beyond that five-year period:

- If (1) your beneficiary is someone other than your spouse, (2) your beneficiary elects to receive a lifetime annuity contract or installment payments not exceeding his or her life expectancy on the dates payments begin, and (3) payments begin no later than December 31 of the calendar year immediately following the calendar year of your death, the payment period will be either the lifetime of your beneficiary (if an annuity contract is elected) or for the designated installment payment period (not to exceed your beneficiary's life expectancy at the time payments begin); or
- If your beneficiary is your spouse, your spouse may elect to defer the start of benefits until the later of: (1) the December 31 of the calendar year in which you would have attained age 70½, or (2) the December 31 of the calendar year in which the fifth anniversary of your death occurs.

These rules are summarized as follows:

| Your Designated Beneficiary | If Your Designated Beneficiary Receives an Annuity Contract or Installment Payments | If Your Designated Beneficiary Receives a Single Lump Sum Payment |
|--------------------------------|---|--|
| Your Spouse | Payments must begin by the later of (a) December 31 of the calendar year following the calendar year in which you die, or (b) December 31 of the calendar year in which you would have attained age 70-1/2. | The distribution must be made by the later of (a) December 31 of the calendar year in which the fifth anniversary of your death occurs, or (b) December 31 of the calendar year in which you would have attained age 70-1/2. |
| Someone Other Than Your Spouse | Payments must begin by December 31 of the calendar year following the calendar year in which you die. | The distribution must be made by December 31 of the calendar year in which the fifth anniversary of your death occurs. |

If you elected installment payments and you die after your installment payments begin, your beneficiary may continue to receive the remaining installment payments. Your beneficiary may request to receive installment payments over a shorter period of time or to receive a single sum payment of your remaining account.

3. May I “Roll Over” My Distribution to an IRA or Another Employer’s Eligible Retirement Plan?

(a) General Rules. If you receive a lump sum distribution from the Plan, you may elect to roll over that lump sum distribution to an “eligible retirement plan.” An “eligible retirement plan” includes a plan qualified under Code Section 401(a), including a 401(k) plan, profit-sharing plan, defined benefit plan, stock bonus plan, and money purchase pension plan; a Code Section 403(a) annuity plan; a Code Section 403(b) tax-sheltered annuity; or an eligible Code Section 457(b) plan maintained by a governmental employer (governmental 457 plan).

Effective January 1, 2007, if you have after-tax contributions held in the Plan, you may elect to roll over those after-tax contributions to an IRA, another employer’s qualified retirement plan, or a 403(b) annuity, provided that the plan or annuity separately accounts for after-tax amounts. For distributions made after December 31, 2007, an eligible rollover distribution may be rolled over to a Roth individual retirement account described in Code Section 408A(b).

(b) Special Rules for Beneficiaries.

Spouse Beneficiary: If you die and your spouse is your beneficiary, he or she may roll over a distribution to an individual retirement account or individual retirement annuity (IRA) or to another employer’s eligible retirement plan.

Non-Spouse Beneficiary: If you die and someone other than your spouse is your beneficiary, he or she may roll over a distribution received from this Plan to an individual retirement account or individual retirement annuity (IRA). That IRA will be treated as an “inherited” IRA under laws applicable to IRAs. Your non-spouse beneficiary is not permitted to roll over the distribution to another employer’s eligible retirement plan.

You will receive further information on your rollover rights when you are to receive a distribution from the Plan.

SECTION XIII. IRA CONTRIBUTIONS.

If I Make Contributions to the Plan, May I Make Contribution to an IRA Too?

Your ability to make contributions in the same tax year both to the Plan and to a tax deductible IRA depends on your income. Even if your income is above the allowable amount for a tax-deductible IRA contribution, your spouse may be able to make a tax-deductible contribution if he or she does not participate in an employer-sponsored retirement plan. If your adjusted gross income (AGI) is below a certain dollar amount “threshold” (for 2017, \$99,000 if married filing jointly; \$62,000 if single), you will be able to make the maximum annual tax-deductible IRA contribution. The tax deduction is reduced for higher incomes, until reaching a “ceiling” (for 2017, \$119,000 if married filing jointly; \$72,000 if single). If your AGI is above this ceiling, you will not be able to make any tax-deductible IRA contribution.

A different type of IRA called a “Roth IRA” is also available. While contributions to a Roth IRA are not tax-deductible (regardless of your income), the earnings on your contributions are permanently free from federal income tax if certain conditions are met. You may make a contribution to a Roth IRA if your income falls within certain limits. If you are married filing jointly, you and your spouse may make the maximum annual contribution to a Roth IRA if your AGI is less than \$186,000 in 2017. The maximum contribution amount is phased-out if your AGI is between \$186,000 and \$196,000 in 2017. You may not make any contribution if you are married and your AGI is above \$196,000 in 2017.

The above information is provided for informational purposes only and is not meant as tax advice. The above amounts may be adjusted by the IRS in future years for changes in the cost of living. Further information is available in IRS Publication 590. You may also wish to consult with a tax adviser for information about your individual situation.

SECTION XIV. TOP-HEAVY PROVISIONS.

1. What Is a Top-Heavy Plan?

The Plan will be top-heavy if more than 60% of the account balances under the Plan belong to key employees. Key employees of the Employer are certain highly compensated officers and certain owners of the Employer.

2. What Happens if the Plan Is Top-Heavy?

The Plan is not currently top-heavy. If the Plan becomes top-heavy, the Employer may be required to make a contribution on your behalf equal to a minimum of 3% of your compensation during the Plan Year. The Administrative Committee will advise you if the Plan becomes top-heavy.

SECTION XV. TERMINATION OF THE PLAN.

What Happens if the Plan Terminates?

Your Employer expects to continue the Plan indefinitely, but the Board of Directors of Skymatt Automotive Group, Inc. reserves the right to terminate the Plan or to amend it. If the Plan is terminated, all Plan benefits become 100% vested, and all of the assets of the Plan will be used to pay benefits to Participants. No part of the assets will be returned to your Employer.

SECTION XVI. RIGHTS OF PARTICIPANTS

1. To Whom Should Legal Notices Be Addressed?

Legal notices should be directed to Donna Pease, Toyota of Bellevue, 3080 148th Avenue, Bellevue, WA 98007. However, service of legal process may also be made upon the Plan Trustee or any member of the Administrative Committee.

2. What Are the Plan's Benefit Claims Procedures?

a. Initial Claim

If you are entitled to benefits under the Plan, you need not make a claim to the Administrative Committee in order to receive your benefits. However, if you disagree with the information or computations in connection with any of your benefits, you may make a claim to the Administrative Committee. The Administrative Committee has the sole discretion to decide all issues of fact or law. Any decision by the Administrative Committee that does not constitute an abuse of discretion must be upheld by a court of law.

If you make a claim, your claim should be in the form of a letter stating why you disagree and should include all facts and information you want the Administrative Committee to consider. You will be advised of the acceptance or rejection of your claim within 90 days (or 45 days if the claim relates to disability) after your claim is received, unless special circumstances require an extension of time for processing the claim. If the Administrative Committee requires an extension, written notice of the extension will be furnished to you prior to the end of the initial 90-day period (or 45-day period if the claim relates to disability). The extension will not exceed an additional period of 90 days (or 30 days if the claim relates to disability). The extension notice from the Administrative Committee will state the special circumstances requiring the extension of time and the date by which the Administrative Committee expects to make a final decision.

If your claim is denied, it must be denied in writing and the denial must state in detail the specific reasons for the denial, the specific Plan provisions upon which the denial is based, any additional material or information which you may provide which would entitle you to the benefits you claim, and an explanation of why such material or information is necessary. The notice of denial must also explain the steps to be taken if you or your beneficiary wish to submit a claim for review.

b. Request for Review of Denied Claim

If you choose to submit a claim for review by the Administrative Committee, then within 60 days after the date your claim is denied, you or your authorized representative must make a written request to the Administrative Committee for review. A claim relating to disability will be reviewed by a different subgroup of the Administrative Committee than the subgroup that reviewed your initial claim.

Your request for review of your denied claim should include a statement of the reasons your claim should be allowed.

You or your representative may examine any documents the Administrative Committee has in its files and will use in reaching a decision, and you may also submit additional written comments to the Administrative Committee that support your claim.

The Administrative Committee will advise you of its decision in writing within 60 days (or 45 days if your claim relates to disability) following receipt of your request for review, unless special circumstances require an extension of time for processing. If an extension is necessary, a decision will be made as soon as possible, but not later than 120 days (or 90 days if your claim relates to disability) after the Administrative Committee receives your request for review.

If an extension of time for review is required because of special circumstances, written notice of the extension and the Administrative Committee's reasons for needing more time 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 plan provisions upon which the decision is based. The decision of the Administrative Committee will be final and will be subject to no further appeal or review.

3. Is the Plan Insured by the Pension Benefit Guaranty Corporation?

Because this is a defined contribution plan, your benefits are not insured by the Pension Benefit Guaranty Corporation (PBGC), an agency of the federal government. The PBGC does not require or provide insurance for the Plan.

4. What Are My Rights under ERISA?

This statement of ERISA rights is required by federal law and regulation. 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. Receive Information about Your Plan and Benefits

i. Examine, without charge, at the Employer's office and at other locations, such as worksites, all documents governing the Plan, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

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

iv. Obtain a statement of your total Plan benefits (your account balance) and your vested Plan benefits, if any, or if you have no vested benefits, a statement of how many more years you will have to work to have a vested right to plan benefits. This statement must be requested in writing

and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

b. 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 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 Plan benefit or exercising your rights under ERISA.

c. Enforce Your Rights

If your claim for a Plan benefit is denied 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 materials 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 Administrative Committee to provide the materials and pay you up to \$147 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrative Committee.

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

If you have any questions about your plan, you should contact the Committee. 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.