THE PLATINUM 401(K)
RETIREMENT SAVINGS PLAN

FBO

BARBEQUE INTEGRATED, INC.

ADOPTING EMPLOYER

SUMMARY PLAN DESCRIPTION

PREPARED JANUARY 2013

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THE PLATINUM 401(K)
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SUMMARY PLAN DESCRIPTION

1. INTRODUCTION.

Your employer has adopted The Platinum 401(k) Retirement Savings Plan (the "Plan"), which is described in this Summary Plan Description. For purposes of the Plan and this Summary Plan Description, you are an employee of your employer.

Formal legal documents specify the rules governing the Plan. The Plan Administrator has copies of these documents and they are available for your inspection. However, to save you the trouble of trying to read and understand the technical, legal jargon that is typical of these types of documents, we have prepared this Summary Plan Description. It summarizes the Plan provisions in the questions and answers that follow.

Because the Summary Plan Description is a summary of the provisions of the Plan, it does not describe all the provisions of the Plan and all the possible fact situations that may arise. Therefore, in the case of any conflict between the content of this Summary Plan Description and the content of the Plan itself, or in the case of the omission in this Summary Plan Description of a discussion of any Plan provisions, the terms of the Plan itself (and not the language of this Summary Plan Description) shall control.

The primary purpose of the Plan is to provide benefits to you or your beneficiary upon your retirement, disability or death.

In this Summary Plan Description, terms such as the "Plan Year," "Plan Administrator" and "Plan Sponsor" appear in many places. These terms are described in the Appendix at the end of this Summary Plan Description.

2. WHAT IS THE PLAN?

It is a plan to which Participants may elect to defer (i.e., contribute) a portion of their salary. In some instances, additional contributions may be made to the Plan on your behalf. (See the Section entitled "What Types of Contributions Can Be Made To The Plan?"). All amounts paid into the Plan are for the exclusive benefit of the Participants and their beneficiaries.

3. HOW IS THE PLAN MANAGED?

A Plan Administrator is named in the Plan and is given the responsibility to manage the operation and administration of the Plan (except as to investments). Among other things, the Plan Administrator determines the eligibility of each employee to participate, supervises the payment of benefits and interprets the provisions of the Plan.

You should contact the Plan Administrator if you have any questions about the Plan. The Plan Administrator will communicate with you from time to time concerning your accounts under the Plan and any special considerations about your participation.

See the Appendix at the end of this booklet for the name and address of the current Plan Administrator.

4. HOW IMPORTANT IS THE AMOUNT OF TIME THAT I WORK FOR MY EMPLOYER?

The time you work for your employer (including the number of years and the number of hours in a year) is important.

Service with your employer is counted in determining when you are eligible to participate in the Plan. (See the Section entitled "How Do I Become Eligible to Participate in the Plan?)

Service with your employer is also counted in determining your vested interest in any employer contributions made to the Plan on your behalf. If you terminate employment before retirement, death or disability, you do not lose this vested interest. (See Section entitled "What Is The Vested Portion Of My Accounts?")

If you have worked with other employers who have adopted the Plan, your service with the other employers may also be counted in determining your eligibility to participate in the Plan and your vested interest in any employer contributions.

Except in determining your eligibility to enter the Plan, the Plan Year is the period for which you are credited with a Year of Service. The Plan Year is generally the 12-month period from January 1 through December 31.

5. HOW DO I BECOME ELIGIBLE TO PARTICIPATE IN THE PLAN?

For the Plan’s eligibility requirements, see the Addendum to the Summary Plan Description entitled "Eligibility Addendum."

6. WHAT TYPES OF CONTRIBUTIONS CAN BE MADE TO THE PLAN?

See the Addendum to the Summary Plan Description entitled "Plan Contributions Addendum."

7. ARE THERE LIMITS ON MY CONTRIBUTIONS?

Limits imposed by law may reduce the amounts that may be contributed to the Plan on your behalf. If these limits are exceeded, a portion of the contributions for certain employees may be refunded to them or forfeited. To the extent necessary, the Plan Administrator will notify you if the limits as applied to you are exceeded.

8. WHAT HAPPENS TO MY SHARE OF THE CONTRIBUTIONS?

Contributions made to the Plan on your behalf are held in a trust fund or funds, along with the accounts of the other Participants. The money in the trust does not lie idle but rather is invested for your benefit. The Trustee is responsible for safekeeping the assets of the trust. The name of the current Trustee is set forth in the Appendix at the end of this booklet.

The Trustee is not responsible for deciding how the assets of the trust will be invested. Instead, the Plan permits you to invest your accounts among various investment funds that may be made available from time to time. (See the Section entitled "May I Direct the Investment of My Accounts under the Plan?"). If you do not make an investment election, then your accounts under the Plan will be invested in the Plan's applicable default investment alternative.

Your accounts under the Plan are subject to investment gains and losses of the investment funds in which your accounts are invested. (See the Section entitled "What Adjustments Are Made to My Accounts?")

9. MAY I DIRECT THE INVESTMENT OF MY ACCOUNTS UNDER THE PLAN?

The Plan permits every Participant to direct the investment of his accounts under the Plan. The Plan Administrator will provide you with instructions for making your investment direction. The instructions explain your investment direction options and explain the frequency with which you may change your investment elections. The Plan is intended to satisfy the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Title 29 of the *Code of Federal Regulations* Section 2550.404c-1, which may relieve the Plan fiduciaries from liability for any losses resulting from your direction of investment.

Information Regarding Participant Investment Direction

The Plan Administrator of the Plan is responsible for providing you with certain information relating to the Plan’s procedures for investment direction.

When you initially invest in an investment alternative subject to the Securities Act of 1933, you may receive a copy of the most recent prospectus for that investment alternative. However, if you received a copy of the prospectus immediately before you invested in that investment alternative, then the Plan Administrator is not required to give you a second copy.

The Plan Administrator has designated Montgomery Retirement Plan Advisors to serve as the investment manager under ERISA with respect to the Plan.

Additional information is available from the Plan Administrator. To receive this information, you must deliver a written request to the Plan Administrator. (Please contact the Plan Administrator to receive the appropriate form.) Available information includes:

A. Information concerning the value of shares or units of your interest in designated investment alternatives.

B. Information concerning the value of shares or units of designated investment alternatives available to you and the past and current investment performance of such investment alternatives, determined net of expenses, on a reasonable and consistent basis.

C. A description of the annual operating expenses of each designated investment alternative (e.g., investment management fees, administrative fees, transaction costs), which reduce the rate of return to Participants, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative.

D. A copy of any prospectuses, financial statements or other materials relating to the available investment alternatives, to the extent such information is provided to the Plan.

E. A list of the assets comprising the portfolio of each designated investment alternative, the value of such asset (or the proportion of the investment alternative which it comprises), and, with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the insurer of the contract, the term of the contract and the rate of return of the contract.

Please address any question you have regarding your investment alternatives to the Plan Administrator or its designated representative.

10. WHAT ADJUSTMENTS ARE MADE TO MY ACCOUNTS?

Your accounts are adjusted each day the financial markets are open to reflect your portion of any income or loss of the trust and any increase or decrease in the value of the

trust assets. In addition, any contributions made to the Plan on your behalf will be credited to your accounts.

11. WHAT IF I DO NOT COMPLETE 1,000 HOURS OF SERVICE DURING A PLAN YEAR?

If you have entered the Plan as a Participant and you continue to work for your employer, but you do not complete 1,000 Hours of Service during a Plan Year, you remain as a Participant in the Plan. However, for any Plan Year in which you do not complete 1,000 Hours of Service, you may not receive credit for a Year of Service for vesting purposes.

12. WHAT IF I LEAVE MY EMPLOYER DURING A PLAN YEAR?

If you leave your employer for any reason during a Plan Year, you remain a Participant as long as you have an account balance. However, in the Plan Year you leave your employer, you will not receive credit for vesting purposes unless you complete at least 1,000 Hours of Service. Also, you may forfeit all or a portion of your accounts. (See the Section entitled "What Is The Vested Portion Of My Accounts?")

13. MAY I BORROW FROM THE PLAN?

Loans may be made available from your account balance under the Plan, to the extent provided in the loan policy that is in effect for the Plan.

14. MAY I RECEIVE A DISTRIBUTION OF ANY PORTION OF MY ACCOUNTS WHILE I AM STILL EMPLOYED IF I AM FACED WITH A FINANCIAL HARDSHIP?

If you are faced with certain financial hardship situations, then you may be able to receive a hardship distribution from your account containing your 401(k) elective contributions. The amount of the hardship distribution cannot exceed the amount needed to satisfy the financial hardship. A hardship distribution is available only for:

- expenses for (or necessary to obtain) medical care that would be deductible under Section 213(d) of the Internal Revenue Code (determined without regard to whether the expenses exceed 7.5% of your adjusted gross income) incurred by you, your spouse, or any of your dependents (as defined under applicable sections of the Internal Revenue Code);

- costs directly related to the purchase of your principal residence (excluding mortgage payments);

- payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for you, your spouse, your

children, or your dependents (as defined under applicable sections of the Internal Revenue Code);

- payments necessary to prevent your eviction from your principal residence or foreclosure on the mortgage on that residence;

- payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents (as defined under applicable sections of the Internal Revenue Code); or

- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (determined without regard to whether the loss exceeds 10% of your adjusted gross income).

In order to be eligible to receive a hardship distribution, you must first obtain all distributions (other than hardship distributions) and all nontaxable loans currently available under any retirement plans maintained by your employer. If you take a hardship distribution from the Plan, then you must cease making 401(k) elective contributions to the Plan and employee contributions to any other plans maintained by your employer until the expiration of 6 months from the date of the hardship distribution. For this purpose, the phrase "plans maintained by your employer" means all qualified and nonqualified plans of deferred compensation maintained by your employer, including a stock option, stock purchase or similar plan maintained by your employer.

If your employer's adoption of the Plan is revoked, then you are not eligible to receive a hardship distribution from the Plan. The Plan Administrator has complete discretion in determining whether a hardship distribution may be authorized.

Hardship distributions are subject to the premature distribution penalty rules of the Internal Revenue Code, which generally impose a 10% excise tax on distributions made to a Participant before the Participant attains age 59½. See the Special Tax Notice for more detailed information regarding the premature distribution penalty rules and exceptions to the premature distribution penalty. You may request a copy of the Special Tax Notice from the Plan Administrator.

15. WHEN WILL I BE ELIGIBLE TO RECEIVE A DISTRIBUTION OF MY BENEFIT FROM THE PLAN?

You become eligible to receive a distribution of your benefit under the Plan upon your severance from employment with your employer, disability or actual retirement on or after your Normal Retirement Date, as described below. Upon your death, your designated beneficiary will be eligible to receive a distribution of your benefit under the Plan. You may also be eligible to receive a distribution of your benefit (or a portion of your benefit) under the Plan after you have attained age 59½. (See the Section entitled

"How and When Are My Benefits To Be Paid?" for a discussion of the timing and form of payment of these benefits).

A. RETIREMENT. If you retire on or after your Normal Retirement Date (the date on which you reach age 65), then you will be entitled to receive 100% of the amount of your accounts. Until you actually retire you will continue as a Participant in the Plan.

B. DEATH. If your employment with your employer is terminated as a result of your death, then 100% of the amount in your accounts will be paid to your beneficiary. The Plan Administrator has forms on which you may designate the beneficiary to receive the death benefit. If you are married, then your spouse will automatically be the beneficiary of your death benefit unless your spouse consents to the designation of another beneficiary. If you are not married, then you are free to change your beneficiary designation at any time. If your spouse or other designated beneficiary should die before you, or if for some reason you do not designate a beneficiary, then your death benefit will be paid to the personal representative of your estate, if one is appointed or, if not, to your next of kin under the laws of descent and distribution of your state of domicile at the time of your death.

C. DISABILITY. If you become disabled while employed by your employer, then you will be entitled to receive 100% of the amount in your accounts. For purposes of the Plan, you will be disabled if you receive a determination from the Social Security Administration that you are eligible to receive disability retirement benefits under the federal Social Security Act.

D. SEVERANCE FROM EMPLOYMENT. If you have a severance from employment with your employer for reasons other than your retirement on or after your Normal Retirement Date (age 65), death or disability, then you will be entitled to receive the "vested" portion of your accounts. (See the Section entitled "What Is the Vested Portion of My Accounts?").

E. ATTAINMENT OF AGE 59½. After you reach age 59½, you may request a single sum distribution of any portion of your accounts in which you are 100% vested.

F. IN-SERVICE DISTRIBUTION FROM ROLLOVER CONTRIBUTION ACCOUNT. You may receive a lump sum distribution of all or any portion of your rollover contribution account under the Plan, if any, at any time. You are limited to one in-service distribution from your rollover contribution account during any Plan Year.

16. WHAT IS THE VESTED PORTION OF MY ACCOUNTS?

For a description of the Plan’s vesting provisions, see the Addendum entitled "Vesting Addendum."

17. HOW AND WHEN ARE MY BENEFITS TO BE PAID?

Form of Payment.

Benefit distributions from the Plan will be made in a single lump sum payment. If the benefit distribution is an eligible rollover distribution, then you may elect to have it directly rolled over to an eligible retirement plan.

If you die before you elect the form of your benefit payment, then your death benefit will be distributed to your beneficiary under the Plan in the form of a single lump sum payment.

Timing of Payment.

If you are entitled to a retirement benefit, then the retirement benefit will be paid as soon as practicable following your actual retirement on or after your Normal Retirement Date.

In the event of your disability, death or other severance from employment with your employer, the benefit payment will be made as soon as practicable following your disability, death or other severance from employment.

If you own 5% or more of your employer, then payments must begin shortly after the year in which you reach age 70½, even if you are still employed by your employer.

If at the time you are to receive your benefit distribution your vested account balance exceeds $1,000, and you have not yet reached age 65, then you will not receive payment of your benefit unless you consent to the payment.

18. WHAT IF THE PLAN BECOMES TOP-HEAVY?

Certain provisions relating to contributions under the Plan will take effect if the Plan as adopted by your employer is considered a "Top-Heavy Plan." If the Plan becomes a Top-Heavy Plan, you may receive a larger contribution under the Plan than you normally would, or you may receive a contribution when you would not normally be eligible to receive a contribution.

19. ARE MY BENEFITS GUARANTEED BY THE PBGC?

No. Because the Plan is an individual account plan, your benefits are not guaranteed by the Pension Benefit Guaranty Corporation or any other entity or individual. However, your benefits are held in trust by the Trustee. As such, your benefits are not held as part of your employer’s assets or the Plan Sponsor’s assets.

20. HOW DO I MAKE A CLAIM FOR BENEFITS?

How do I submit a claim for Plan benefits?

Benefits will be paid to you and your beneficiaries without the necessity of formal claims. The Plan Administrator will provide you with the information and paperwork necessary for you to receive a distribution of your benefits from the Plan after you terminate employment. For this reason, it is important that you advise the Plan Administrator in writing if your address changes. If you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request must be in writing and must be made to the Plan Administrator.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions, and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician chosen by the Plan Administrator (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Plan Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional

30 days, provided that the Plan Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Plan Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the determination is based.

(c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.

(d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.

(e) In the case of disability benefits where the disability is determined by a physician chosen by the Plan Administrator:

(i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied or deemed denied, and you want to submit your claim for review, you must follow the Claims Review Procedure below. You are required to exhaust all administrative remedies under the Plan, including the use of the Claims Review Procedure, prior to filing a suit in state or federal court.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

(a) YOU MUST FILE THE CLAIM IN WRITING FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS, OR IF NO WRITTEN DENIAL OF YOUR CLAIM WAS PROVIDED, NO LATER THAN 60 DAYS AFTER THE DEEMED DENIAL OF YOUR CLAIM.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN CHOSEN BY THE PLAN ADMINISTRATOR, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM IN WRITING FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.

(d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician chosen by the Plan Administrator, then the Claims Review Procedure provides that:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will

consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician chosen by the Plan Administrator, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the benefit determination is based.

(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) In the case of disability benefits where disability is determined by a physician chosen by the Plan Administrator:

(i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline,

protocol, or other similar criterion will be provided to you free of charge upon request.

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court, only after you have exhausted all administrative remedies under the Plan, including the use of the Claims Review Procedure. However, in order to file a suit in state or federal court, you must file the suit no later than 180 days after the Plan Administrator makes a final determination to deny your claim.

21. CAN MY SHARE IN THE PLAN BE ASSIGNED OR ATTACHED?

Generally not. In most cases, if your benefit in the Plan has not been paid to you, your benefit in the Plan generally cannot be pledged or assigned by you, or reached by any of your creditors. However, if a court issues a qualified domestic relations order (such as a divorce order), benefits that otherwise would be paid to you may be required to be paid to your spouse, former spouse or child.

You may request from the Plan Administrator a copy (at no charge) of the procedures used by the Plan to determine whether a domestic relations order is a "qualified domestic relations order" pursuant to the Internal Revenue Code and ERISA.

In addition, if you are involved in the administration of the Plan and you are involved in a crime or a breach of fiduciary duty under ERISA involving the Plan, your benefit under the Plan may be reduced by the amount that you are ordered by a court, or otherwise required, to pay to the Plan.

22. DOES THE PLAN REDUCE MY SOCIAL SECURITY BENEFITS OR PAYMENTS?

No. The benefits of the Plan are in addition to any Social Security benefits or payments you may receive.

23. WHAT ARE MY RIGHTS UNDER THE PLAN?

The following statement is required by federal law and regulations concerning your rights under the Plan:

As a Participant in this Plan you are entitled to certain rights and protections under the ERISA. ERISA provides that all Plan Participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, 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.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

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

Obtain a statement of your Account under the Plan. You must direct this request in writing to the Plan Administrator. You may request a statement only once a year and the Plan must provide the statement free of charge.

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. Although your participation in the Plan is not a guarantee of continued employment with your employer, no one (including the employers, a union, or any other person) may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim. 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 Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent for reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that 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. In either case, you must exhaust all administrative remedies available under the Plan, including the use of the Claims Review Procedure

described in the Section entitled "How Do I Make a Claim for Benefits?" above, prior to filing a suit in state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim frivolous.

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

24. MAY THE PLAN BE AMENDED OR TERMINATED?

The Plan Sponsor has the right to amend the Plan at any time. In addition, your employer has the right to amend certain provisions of the Plan with the consent and approval of the Plan Sponsor. The Plan Sponsor has the right to terminate the Plan at any time. Thus, your rights as discussed in this Summary Plan Description may be changed. However, if they are changed materially, the Plan Administrator will notify you of the change.

Your employer intends to continue the Plan and to make contributions to it for an indefinite period. However, your employer has the right to discontinue contributions to the Plan.

If the Plan is completely terminated or if all contributions to the Plan are permanently discontinued, then you will generally be 100% vested in your accounts under the Plan without regard to the number of years you have worked for your employer.

25. WHAT EXPENSES MAY BE PAID FROM THE PLAN?

The Plan permits the payment of Plan related expenses to be made from the Plan assets. If an employer or the Plan Sponsor does not pay these expenses, then the expenses paid using the Plan’s assets will generally be allocated among the accounts of Participants in the Plan. These expenses will be allocated either proportionally based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the

nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated as an equal dollar amount to each Participant. If the Plan pays $1,000 in such expenses and there are 100 Participants, your account would be charged $10 ($1,000/100) of the expense.

However, there are certain expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to your benefit under the Plan.

The Plan Sponsor, from time to time, may change the manner in which expenses are allocated. The following is a list of Plan expenses that may be paid directly from an individual Participant's account rather than from the accounts of all Participants:

- Distribution of a Participant's account, including preparation of required notices and elections, distribution check or transfer of funds by direct rollover, as appropriate, and tax reporting forms.

- If the Participant's account is distributable (for example, upon severance from employment) and the distribution processing fee equals or exceeds the Participant's vested account balance, the Plan may charge the processing fee against the vested account balance, resulting in the elimination of the account balance without any distribution to the Participant.

- Participant loan origination fee (includes processing and document preparation) and maintenance fee.

- Upon divorce, qualified domestic relations order ("QDRO") review and processing, including notices to parties and preparation of QDRO distribution check. In addition, the Plan may charge the Participant's account for actual legal expenses and costs if the Plan consults with legal counsel regarding the qualified status of the order.

- Hardship distribution, including application processing and preparation of required notices, elections and distribution check.

- Non-hardship in-service distribution, including application processing and preparation of required notices, elections and distribution check.

APPENDIX

Name of Plan:

The Platinum 401(k) Retirement Savings Plan

Plan Sponsor:

Plan Fiduciary Services, Inc.

IRS Employer Identification No. of sponsor of the Plan:

27-3523833

Adopting employer (and EIN) whose employees are covered by the Plan:

Barbeque Integrated, Inc. (26-1305332)

Plan number assigned by sponsor of the Plan:

004

Name, business address and telephone number of Plan Administrator:

Plan Fiduciary Services, Inc.
P.O. Box 15522
Clearwater, FL 33766-5522
(727) 213-8111

Name and address of agent for service of legal process:

President
Plan Fiduciary Services, Inc.
P.O. Box 15522
Clearwater, FL 33766-5522

(Service of legal process may also be made upon a Trustee of the Plan or the Plan Administrator.)

Name and business address of the Trustee of the Plan:

Lee D. Vogt
P.O. Box 15522
Clearwater, FL 33766-5522

Plan Year: January 1 to December 31

ADDENDUM

PLAN CONTRIBUTIONS

401(k) Elective Contributions: You may contribute a portion of your compensation to the Plan each Plan Year through payroll deduction by entering into an agreement to defer a portion of your compensation into the Plan. However, your 401(k) elective contributions for any calendar year cannot exceed the dollar limitation set by federal law for that calendar year. The dollar limitation is $17,500 for 2013. After 2013, the dollar limitation may be increased for cost of living adjustments. This dollar limitation applies to the total amount of your 401(k) elective contributions made to all 401(k) arrangements in which you participate and to other deferral contributions made to other cash or deferred arrangements in which you participate, including Section 403(b) plans, SIMPLE IRAs and SARSEPs. If you have questions regarding the impact of contributions to other plans on this limit, contact the Plan Administrator.

While there is not a limitation on the percentage of compensation that you may contribute to the Plan as 401(k) elective contributions, other payroll deductions, including but not limited to social security taxes, medicare taxes, pre-tax medical and dental premiums and 401(k) participant loan repayments, may limit the amount of 401(k) elective contributions that you can contribute to the Plan.

Notwithstanding the above, if you are age 50 or older, or if your 50th birthday is during the current Plan Year, then you may elect to contribute additional 401(k) elective contributions to the Plan through payroll deduction. These additional amounts are called "catch-up contributions." Catch-up contributions can be contributed to the Plan regardless of other limitations applicable to 401(k) elective contributions. The maximum catch-up contribution that you can make to the Plan is $5,500 for 2013. After 2013, the maximum catch-up contribution amount may be increased for cost of living adjustments. However, like the dollar limitation described in the first paragraph above, the catch-up contribution limit is an aggregate limit which applies to all 401(k) arrangements, 403(b) plans, SIMPLE IRAs and SARSEPs in which you participate.

If your 401(k) elective contributions and other deferral contributions for calendar year exceed the applicable dollar limitation (described above) for that calendar year, then you must include any excess in your taxable income for such calendar year. In addition, any excess must be returned to you by April 15 of the year following the calendar year in which the excess arose. Otherwise, you may be taxed on the excess a second time when the excess is ultimately distributed to you.

You may elect to stop payroll deduction of your 401(k) elective contributions on a prospective basis at any time in accordance with procedures established by the Plan Administrator. You may later enter into a new salary reduction agreement in accordance with procedures established by the Plan Administrator.

You may also elect to change your 401(k) elective contribution payroll deduction election prospectively in accordance with procedures established by the Plan Administrator.

The Plan provides for pre-tax 401(k) contributions. You may elect to make pre-tax 401(k) contributions to the Plan from your pay each Plan Year.

With pre-tax 401(k) contributions your taxable income is reduced by the amount of your pre-tax 401(k) contributions so you pay less in federal income taxes. Later, when the Plan distributes your pre-tax 401(k) contributions and earnings thereon, you will pay taxes on the amount distributed unless you roll over the distribution to an eligible retirement plan.

Matching Contributions: Discretionary matching contributions may be made to the Plan on your behalf by your employer. The matching contribution, if any, will be equal to a discretionary percentage of all or any portion of the 401(k) elective contributions that you make to the Plan each payroll period. Your employer will determine the amount of the discretionary matching contribution, if any, that will be made to the Plan.

Nonelective Contributions: Discretionary nonelective contributions may be made to the Plan on your behalf by your employer. Your employer will determine the amount of the nonelective contribution, if any, that will be made to the Plan.

The nonelective contributions, if any, for a Plan Year are credited to you on the basis of your compensation for the period during which you are a Participant.

You will share in the nonelective contributions, if any, in the same ratio that your compensation during the Plan Year bears to the total compensation of all Participants during the Plan Year.

You are generally entitled to a share of the discretionary nonelective contribution for a Plan Year only if you are employed by your employer at the end of the Plan Year, or if you terminate employment with your employer during the Plan Year (1) on or after your Normal Retirement Date (age 65) or (2) on account of your disability (as defined in Section 15) or your death.

Rollover and Transfer Contributions: The Plan also permits you to rollover or transfer funds from certain types of IRAs and retirement plans. Rollover and transfer contributions are allocated to separate accounts established for you and each of the other Participants who make rollover or transfer contributions. The rules as to what type of benefits from other plans may be rolled over or transferred into this Plan are detailed. Therefore, if you would like to take advantage of the rollover or transfer provisions, please contact the Plan Administrator.

Compensation: For purposes of the Plan, compensation has a special meaning. Compensation is defined as your total compensation for the Plan Year for

services that you provide to your employer, as reported on your Form W-2 from the Plan Sponsor. Your compensation includes any salary deferrals that you make to a 401(k) plan, a Section 457 plan, or a Section 125 cafeteria plan. However, if you are a self-employed individual, your compensation will be equal to your earned income.

For Plan Years beginning on and after January 1, 2013, the maximum amount of annual compensation that may be taken into consideration for Plan purposes is $250,000. This amount may be adjusted after 2013 for cost-of-living increases.

In general, only compensation paid after your Plan "entry date" will be taken into account for purposes of the Plan. In addition, certain compensation payments that are paid to you after you terminate employment with your employer are not included in the definition of compensation.

ADDENDUM

VESTING

You are fully vested at all times in any 401(k) elective contributions and rollover contributions you make to the Plan. You are also fully vested at all times in any 401(k) safe harbor contributions that are made to the Plan on your behalf.

The vested portion of your accounts containing discretionary employer contributions, if any, will be determined in accordance with the following schedule based upon your Years of Service:

TOTAL NUMBER OF YEARS OF SERVICE	VESTED INTEREST
Less than 1 Years of Service	0%
1 years, but less than 2 years	20%
2 years, but less than 3 years	40%
3 years, but less than 4 years	60%
4 years, but less than 5 years	80%
5 years or more	100%

You will be credited with a Year of Service for vesting purposes for each Plan Year in which you complete at least 1,000 Hours of Service.

If you sever employment with your employer as a result of death or disability (as defined in Section 15), or after you reach your Normal Retirement Date (age 65), then you are 100% vested in all of your accounts.

The vested percentage is the portion of your accounts that is not lost upon your severance from employment. If you leave before you are fully vested (that is, before you are entitled to get all of your account balances), the amount in which you are not vested will be forfeited after you incur five consecutive One Year Breaks in Service or, if earlier, when you are "cashed out." You are "cashed out" if you receive the entire vested portion of your accounts.

For these purposes, a "One Year Break in Service" is a Plan Year in which you complete fewer than 501 Hours of Service. However, in some cases, if you are absent because you have had (or adopted) a child, you might not incur a One Year Break in Service for certain parts of your absence.

If you are less than 100% vested and are cashed out prior to incurring five consecutive One-Year Breaks in Service, and you are then subsequently reemployed by your employer or another employer that has adopted the Plan, then you have the right to repay such distribution under the following conditions: you must repay the amount previously paid to you before the earlier of (1) five years from the date on which

you are subsequently reemployed, or (2) the date you incur five consecutive One Year Breaks in Service following the date of the distribution. If you repay your distribution in full as provided above, then you will regain your previously forfeited account balance.

Employer contributions, if any, forfeited during a Plan Year may first be used to pay Plan expenses and are then used to reduce future employer contributions.

ADDENDUM

ELIGIBILITY

If you are not excluded from being eligible to participate in the Plan, then you will become a participant in the Plan after you satisfy the requirements described below.

The following individuals are excluded from being eligible to participate in the Plan:

(1) an employee who is covered by a collective bargaining agreement unless such collective bargaining agreement provides for participation in the Plan by such employee;

(2) an employee who is a non-resident alien and who does not receive earned income from sources within the United States;

(3) an employee who is not categorized by the Adopting Employer as a "Restaurant Manager" or "Restaurant Support (RSC) Firestarter";

(4) an individual whose employment status has not been recognized by the completion of Internal Revenue Service Form W-4 and who is not initially treated as a common law employee of the adopting employer;

(5) an employee who is an "highly compensated employee" as defined in the Plan.

In order to be eligible to become a Participant in the Plan, you must also satisfy the age and service requirements described below. Once you satisfy the age and service requirements described below you will become a Participant in the Plan on the "entry date" that is coincident with or immediately following the date that you satisfy both the age and service requirements. The entry dates under the Plan are the first date of each calendar month.

If your employment with your employer is terminated for any reason after you have become eligible to participate but before the entry date on which you are to become a Participant, then you will not become a Participant in the Plan.

Age Requirement

You must be at least age 21 in order to be eligible to participate in the Plan.

Service Requirement

You must complete one Hour of Service in order to be eligible to participate in the Plan.