

Earnhardt's Savings Plan Loan Administration Policy

Article I. Eligibility

Section 1.01 Only active employees who participate in the **Earnhardt's Savings Plan** that allows for participant loans may request a loan. The participant requesting a plan loan must have a minimum vested account balance of \$2,000.00 to be eligible.

Article II. Cost

Section 2.01 If a participant requests their loan check to be sent express delivery, an additional \$25.00 charge will be assessed against the loan check amount.

Article III. Minimum and maximum loan amounts

Section 3.01 The minimum loan amount that a participant may request is \$1,000.00.

Section 3.02 The maximum loan amount that a participant may request is \$50,000 or 50% of the vested account balance, whichever is less. The \$50,000 maximum loan amount is reduced by the highest loan balance during the past 12 months minus the loan balance on the date a new loan is made.

Section 3.03 If a participant has an outstanding loan through another qualified plan, 403(b) plan or 457 plan maintained by the same employer, the maximum loan amount available must be reduced by the highest outstanding loan balance during the past 12 months. The participant is responsible for ensuring that the aggregated loan amount on all plans sponsored by the same employer is the lesser of \$50,000 or 50% of the vested account balance.

Article IV. Number of loans permitted

Section 4.01 The number of loans a participant may have outstanding at one time is one (1) as long as: (a) the loan repayments are submitted via payroll deduction and are identified separately.

Article V. Loan Initiation

Section 5.01 Loans are initiated when the participant applies for a loan via paper application, the Web site or the Voice Response System as allowed by the Plan. The Promissory Note and Loan Check are combined into one document, eliminating the need to return the signed Promissory Note prior to issuing the Loan Check. By endorsing the check, the participant agrees to the terms of the Note and the repayment obligation.

Section 5.02 The plan must approve each loan submitted by its participants or without an authorized plan signature, upon the Plan Sponsor's completion of a letter of instruction authorizing such processing.

Article VI. Distribution of loan amount

Section 6.01 Loan distribution amounts will be prorated across all available money types and investment options.

Article VII. Types of loans available

Section 7.01 A General Purpose Loan has a term of one to five (1-5) years. No reason or documentation (other than a signed promissory note) is required when a participant requests a General Purpose Loan.

Section 7.02 A Principal Residence Loan has a term of six to fifteen (6-15) years. This type of loan must be utilized for the purchase of a primary residence ONLY.

Article VIII. Interest

Section 8.01 Interest paid on loans is not income tax deductible.

Section 8.02 The interest rate is 1% over the Prime Rate published in the Wall Street Journal on the first business day of the month before the loan is originated. The interest rate is fixed for the life of the loan.

Article IX. Payment Requirements

Section 9.01 Scheduled payments must be made by payroll deduction. Loan repayments will be allocated to the participant's account according to current allocation percentages on the recordkeeping system.

Section 9.02 Once a new loan has been initiated, the appropriate payroll department will be sent an electronic file to begin loan payments. Loan repayments must begin on time or the loan payments will be in arrears. If loan

payments are not caught up in time, the loan may default. Loan default results in adverse tax consequences to the participant.

Section 9.03 Loans are in arrears and delinquent when any payment is missed. A late loan payment notice will be issued after the end of the calendar quarter in which the payment is delinquent. If the loan is not paid up-to-date by the end of the calendar quarter after the calendar quarter in which a payment is first delinquent, the loan will be in default. In that event, the entire outstanding loan balance, consisting of the missed payments, remaining principal and all accrued but unpaid interest, will be reported to the IRS as taxable income on a Form 1099-R for the year in which the loan was deemed distributed. Thereafter, the loan will be considered a deemed distribution. As required by federal tax regulations, a participant's deemed loan will remain in the investment account until a qualifying event occurs, even though income has been reported to the IRS. Loan payments may be made on a defaulted loan. Loan payments will be recognized as after tax cost basis for the purposes of taxation at the time the participant takes a distribution.

Section 9.04 Despite any grace periods permitted with respect to late loan payments, if a loan has not been fully repaid by the end of its term, the outstanding balance will be treated as a "deemed distribution" and will be reported to the IRS as taxable income. Thereafter, no further efforts will be made to collect on the loan.

Section 9.05 If the participant has a loan that defaulted at any time in the past, the participant may not be permitted to take a new loan.

Section 9.06 Participants who leave service prior to the end of the loan term will be required to pay off the loan at severance of employment as provided by the plan. A former participant may avoid treatment of an unpaid loan as a deemed distribution and reporting of income to the IRS by paying the loan balance by the end of the grace period. Payment cannot be made by non-bank money order. If payment is made by personal check, subsequent loans or distributions may be held for 15 days following the receipt of a personal check. Non-payment will force a deemed distribution and reporting of taxable income for the year the deemed distribution occurs.

Section 9.07 The participant's outstanding loan balance will be offset upon receiving any type of distribution after severance of employment. As required by federal tax regulations, a participant's defaulted loan will remain on the books until a qualifying event occurs, even though income has been reported to the IRS.

Section 9.08 All outstanding loan principal and accrued interest shall be treated as a distribution from the plan when the Putnam Investments Service Center is notified of a participant's death. A deceased participant's loan may not be

transferred or assumed by the participant's beneficiary(ies). If a participant's loan has not been repaid as of the date of the participant's death, any distributions made from the deceased participant's plan account will be made net of any outstanding loan obligations. The amount of the outstanding loan as of the participant's date of death will be tax reported as a distribution to the participant or to the participant's estate as applicable.

Section 9.09 Partial lump sum loan repayments, are permitted to catch up on a past-due amount or to reduce the principal amount of the loan. Payment cannot be made by non-bank money order. If payment is made by personal check, subsequent loans or distributions may be held for 15 days following the receipt of a personal check. If a participant remits a partial payment, the payment will be paid to principal and interest of any payment amount due and any future payment due within 30 days. Thereafter, any additional payment amount will be applied to principal. The scheduled payment amount will not change.

Section 9.10 When a participant takes a leave of absence of not longer than one (1) year, either without pay from the employer or at a rate of pay that is less than the amount of the installment payments required under the terms of the loan, the plan should provide leave of absence information for a leave start and stop dates. The loan may be reamortized when the participant returns from leave to pay the loan in full by the maturity date of the loan.

If the participant takes a military leave of absence, the interest rate on the loan may be reduced to 6%, if the interest rate on the loan is greater than 6%, during the leave period not to exceed 5 years. Upon the participant's return from military leave, the term of the loan may be extended by the term of the military leave, not to exceed 5 years, and the loan will be reamortized.

Article X. Early Loan Payoff

Section 10.01 A loan can be paid in full at any time. Payment cannot be made by non-bank money order. If payment is made by personal check, subsequent loans or distributions may be held for 15 days following the receipt of a personal check. The participant may obtain a loan payoff quote via the Web site or the Voice Response System. The loan payoff quote is valid for 15 days from the date it is obtained.

Article XI. Changes in Law

Section 11.01 Future tax laws regarding plan loans will be incorporated into this Loan Administration Policy and the Promissory Note.

Article XII. Enforcement

Section 12.01 The Trustee & the Plan Sponsor are required to enforce these rules. This Loan Administration Policy has been developed to comply with the requirements of Internal Revenue Code section 72(p) and the federal Treasury regulations thereunder, as amended from time to time.

I hereby certify that the above loan policy and provisions will be administered in a consistent and uniform manner for all Participants in the Plan.

Dated this 9th day of December, 2010.

[Handwritten Signature]
Plan Administrator Signature