

**MBI DIRECT MAIL, INC.
EMPLOYEE STOCK OWNERSHIP PLAN AND TRUST**

SUMMARY PLAN DESCRIPTION

June 2015

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**MBI DIRECT MAIL, INC.
EMPLOYEE STOCK OWNERSHIP PLAN AND TRUST**

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

The MBI Direct Mail, Inc. Employee Stock Ownership Plan and Trust ("Plan" or "ESOP") has been adopted to provide you with additional income for retirement. This Summary Plan Description ("SPD") contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal ESOP document, which governs the operation of the ESOP. The ESOP document is written in much more technical and precise language. If the non-technical language under this SPD and the technical, legal language of the ESOP document conflict, the ESOP document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan, as designed to comply with applicable legal requirements. The ESOP is subject to federal laws, such as ERISA (the Employee Retirement Income Security Act), the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

**ARTICLE I
PARTICIPATION IN YOUR PLAN**

Am I eligible to participate in the Plan?

If you are classified by the Employer as an Employee and you are not an Excluded Employee, then you are eligible to participate in the ESOP once you satisfy the Plan's eligibility conditions described in the next question. The following employees are Excluded Employees and are not eligible to participate in the Plan:

- employees who are leased employees.

- employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan.
- certain nonresident aliens who have no earned income from sources within the United States.
- employees designated by the Employer as a "piece mail" employee.

When am I eligible to participate in the Plan?

Provided you are not an Excluded Employee, you will be eligible to participate in the Plan once you satisfy the requirements below. However, you will actually enter the Plan once you reach the Entry Date as described in the next question.

Those employees who had attained age 21 and already had been credited with one (1) Year of Service when the ESOP began are immediately eligible for the ESOP. Thereafter, you will be eligible to participate in the Plan if you have completed one (1) Year of Service and have attained age 21.

You will have completed one (1) Year of Service if, at the end of your first twelve consecutive months of employment with us, you have been credited with at least 1000 Hours of Service. If you have not been credited with at least 1000 Hours of Service by the end of your first twelve (12) consecutive months of employment, you will have completed one (1) Year of Service at the end of any following Plan Year (which is a calendar year) during which you were credited with at least 1000 Hours of Service.

You should review the Article in this SPD entitled "Hours of Service" for an explanation of Hour of Service.

When is my Entry Date?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements described above and reached your "Entry Date." The Administrator may request that you complete certain paperwork related to your Plan participation. In addition, special rules may apply if you terminate employment and are then rehired. If you have questions about the timing of your Plan participation, please contact the Administrator.

Those employees who had met the eligibility requirements when the ESOP began immediately entered the Plan. Thereafter, your Entry Date will be the first day of the Plan Year quarter (January 1, April 1, July 1 or October 1) coinciding with or next following the date you satisfy the eligibility requirements described above.

Does all my service with the Employer count for purposes of Plan eligibility?

In determining whether you satisfy the minimum service conditions required to participate under the Plan, all service you perform for us will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may "lose" credit for prior service under the Plan's Break in Service rules. While these eligibility Break in Service rules may delay you from participating in the Plan, they will never cause you to lose any benefits to which you have already become entitled to.

For eligibility purposes, you will have a Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as maternity or paternity leave, you may be credited with 501 Hours of Service to prevent a Break in Service.

Five-year Break in Service rule. The five-year Break in Service rule applies only to totally nonvested (0% vested) participants. If you are totally nonvested in your benefits resulting from our contributions and you have five consecutive Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you return to employment after incurring five consecutive Breaks in Service, you would have to resatisfy any minimum service requirements under the Plan. However, if you have benefits under the Plan resulting from our contributions which are vested, you do not lose any rights to those amounts under these rules.

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with us. If you may be affected by this law, ask your Administrator for further details.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, and are rehired, you will continue to participate in the Plan in the same manner as if your termination had not occurred but only if your service prior to your reemployment has not been lost under the eligibility Break in Service rules.

If you are not eligible to participate because your service with us has been lost under the eligibility Break in Service rules, then you will again be required to meet the eligibility requirements to become a participant.

ARTICLE II CONTRIBUTIONS

What kind of Plan is this?

This Plan is a type of retirement plan commonly referred to as an Employee Stock Ownership Plan or "ESOP."

The purpose of the ESOP is to enable you to participate in the growth and prosperity of the Company by making you a stockholder. As a stockholder, you are a "beneficial" owner of the Company. Your efforts, added to the efforts of all other employees, contribute to the profitability and growth of the Company and thereby increase the value of Company Stock and your benefits from the ESOP. Consequently, our contributions made to the ESOP will be invested primarily in Company Stock. If we do well, and the value of the Company Stock increases, you will share in its improved performance through your interest in the ESOP.

When you retire, you will be entitled to receive, in cash, the value of the amounts which have accumulated in your ESOP account.

This Article describes the types of contributions that may be made to the Plan and how these monies will be allocated to your ESOP account to provide for your retirement benefit. You are not taxed on the amounts we contribute to the Plan on your behalf generally until you withdraw those amounts from the Plan.

How much will the Employer contribute to the Plan?

Each year, we may make a discretionary contribution to the Plan. The ESOP has borrowed the money from the Company to purchase the Company Stock, and until that loan is repaid, the contributions will be used to repay the ESOP loan. As the loan is repaid, shares of Company Stock will be allocated to your ESOP account.

You must complete a Year of Service during the Plan Year and be actively employed on the last day of the Plan Year (December 31) to share in this discretionary contribution and be allocated shares for the Plan Year.

You will have completed a Year of Service for purposes of sharing in our contributions if you are credited with at least 1000 Hours of Service during a Plan Year.

Will I share in Employer contributions during the year of my Retirement (Normal or Late), Total and Permanent Disability or death?

In determining your eligibility to share in contributions for the year, there are special rules which apply if your employment terminates due to your Retirement (Normal or Late), Total and Permanent Disability or death. If the reason your employment terminated is due to your Retirement (Normal or Late), Total and Permanent Disability or death, then you will be eligible to share in the contribution for that termination year without regard to whether you satisfied the requirements explained above.

How will the Employer contributions be allocated to my account?

Our discretionary contribution will be "allocated" or divided among participants eligible to share in the contribution for the Plan Year. (See the question in this Article "How much will the Employer contribute to the Plan?" to determine if you are eligible.) Your share of the contribution will depend upon how much compensation you received during the Plan Year and the compensation received by other eligible participants.

Your share of our discretionary contribution and the resulting allocation of shares of Company Stock is determined by the following fraction:

$$\begin{array}{ccc} \text{Employer's} & & \text{Your Compensation} \\ \text{Discretionary Contribution} & \times & \frac{\hspace{10em}}{\text{Total Compensation of All} \\ \text{Participants Eligible to Share}} \end{array}$$

For example: Suppose our discretionary contribution for the Plan Year is \$100,000. Employee A's compensation for the Plan Year is \$25,000. The total compensation of all participants eligible to share, including Employee A, is \$500,000. Employee A's share will be:

$$\begin{array}{ccc} \$100,000 & \times & \frac{\$25,000}{\$500,000} \text{ Or } \$5,000 \end{array}$$

If, however, the Plan has a loan outstanding, the proceeds of which were used to acquire Company Stock, instead of allocating our contributions directly to your account as provided above, such amounts may (and normally are) be applied to repay the current installment due on the ESOP's loan from the Company.

All Company Stock acquired by the Plan with the proceeds of a loan are maintained in a "suspense account" and are withdrawn and allocated to participants' accounts as the ESOP's loan is paid.

Company Stock withdrawn from the suspense account will be allocated among participants eligible to share in our contribution for the year. Your share of the Company Stock withdrawn is determined by the following fraction:

$$\begin{array}{ccc} \text{Number of Shares of} & & \text{Your Compensation} \\ \text{Company Stock Withdrawn} & \times & \frac{\hspace{10em}}{\text{Total Compensation of All} \\ \text{Participants Eligible to Share}} \end{array}$$

In addition, cash distributions on Company Stock (such as a stock dividend) in your account may be used to repay a loan to the Plan. In such event, the Administrator will allocate to your account Company Stock having a fair market value equal to the amount of cash distributions which would have otherwise been allocated to your account.

These contributions will vest (your ownership rights) in accordance with the vesting schedule explained below. (See the question "What is my vested interest in my account?" found in the Article of this SPD entitled "Retirement Benefits" for an explanation of your ownership rights.)

What compensation is used to determine my Plan benefits?

For the purposes of the Plan, compensation has a special meaning. Compensation is defined as your total compensation paid to you by us during a Plan Year that is subject to income tax, that is, all your compensation reported on your W-2 Form. However, the following adjustments to Compensation will be made by:

- including your 401(k) and other salary reduction contributions to any plan or arrangement maintained by your Employer.
- Including wage continuation payments (referred to as differential pay) for qualified service in the military
- excluding all Compensation paid after you terminate employment with the Employer.

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2015 is \$265,000. After 2015, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions you may receive under the Plan. This limit applies to all contributions we make on your behalf and any other amounts allocated to any of your accounts during the Plan Year (such as contributions to the 401(k) plan), excluding earnings. Beginning in 2015, this total cannot exceed the lesser of \$52,000 or 100% of your annual compensation. After 2015, the dollar limit may increase for cost-of-living adjustments.

May I direct the investment of my account balance?

When you have completed ten (10) Years of Service as a participant in the ESOP and have attained age fifty-five (55), you may have the right to direct the investment of a portion of your account attributable to Company Stock. The Administrator will advise you of any such rights.

May I vote Company Stock held in my account?

The Trustee of the Plan will vote all Company Stock held by it as a part of the Plan assets, provided that you or your beneficiary will be entitled to direct the Trustee as to the manner in which voting rights on shares of Company Stock which are allocated to your account are to be exercised (i) with respect to any corporate matter which involves the voting of such shares with respect to the approval or disapproval of any corporate merger or consolidation, recapitalization, reclassification,

liquidation, dissolution, sale of substantially all assets of a trade or business, or such similar transaction, and (ii) with respect to all corporate matters if, at the time of the vote thereon, the Company Stock is a "registration-type" class of securities (which basically are shares of stock of a "public" Company). If you do not timely exercise your right to vote Company Stock, the Trustee will vote such Company Stock.

What happens if a dividend is payable on Company Stock allocated to my account?

Cash dividends on Company Stock held in your account will, in the sole discretion of the Administrator, be:

- (a) Paid in cash directly to you or your beneficiaries.
- (b) Paid to the Plan and distributed in cash to you or your beneficiaries not later than 90 days after the close of the Plan Year in which paid.
- (c) Used to make payments on a loan to the Plan, the proceeds of which were used to acquire Company Stock with respect to which the cash dividend is paid.
- (d) Credited to your account when paid to the Plan.

**ARTICLE III
RETIREMENT BENEFITS**

What benefits will I receive at normal retirement?

You will be entitled to all your accounts under the Plan when you reach your defined "Normal Retirement Age." However, actual payment of your benefits will, at your election, begin as soon as administratively feasible following your Normal Retirement Date (the December 31st after your Normal Retirement Age). If you continue working after your Normal Retirement Age, your benefits may be deferred until your Late Retirement Date or, you may elect to commence a distribution while continuing to work for the Company and still being allocated annual contributions.

Your Normal Retirement Date is the Anniversary Date (December 31) coinciding with or next following your Normal Retirement Age.

You will attain your "Normal Retirement Age" when you reach your 65th birthday, or your 5th anniversary of joining the Plan, if later.

What is my Late Retirement Date?

You may remain employed past the Plan's Normal Retirement Date and retire instead on your Late Retirement Date. Your Late Retirement Date is the Anniversary Date (December 31) coinciding with or next following the date you choose to retire after first having reached your Normal Retirement Date. On your Late Retirement Date, you will be entitled to all your accounts

under the Plan. However, actual payment of your benefits will, at your election, begin as soon as administratively feasible following your Late Retirement Date.

What happens if I leave the Employer's workforce before I retire?

The Plan is designed to encourage you to stay with us until retirement. Payment of your account balance under the ESOP is available upon your death, disability or retirement.

If your employment terminates for reasons other than those listed above (such as terminating to take a job elsewhere), you will be entitled to receive only your vested percentage (your ownership rights) of your account balance.

You may elect to have your vested benefit attributable to Company Stock distributed to you as soon as administratively feasible in the sixth (6th) year after the Plan Year in which you terminate employment. If you are reemployed by the Company within such period, the distribution will be postponed. However, if the value of your vested benefit does not exceed \$5,000, then a distribution will be made to you as soon as administratively feasible on or after the Anniversary Date coinciding with or next following your termination of employment. In addition, if the value of your vested benefit does not exceed \$5,000, then this distribution will be made to you in a single lump-sum payment regardless of whether you elect to receive it.

What is my vested interest in my account?

Your "vested percentage" in your account is determined under the following schedule(s) and is based on vesting Years of Service. This means at the time you stop working, your account balance (attributable to contributions subject to a vesting schedule) is multiplied by your vested percentage. The result is your vested benefit, which is what you will actually receive from the Plan. You always will, however, be 100% vested if you are employed on or after your Normal Retirement Age. (See the question in this Article entitled "What benefits will I receive at normal retirement?")

Your "vested percentage" in your ESOP account attributable to discretionary contributions is determined under the following schedule.

<u>Vesting Schedule</u>	
<u>Employer Discretionary Contributions</u>	
<u>Years of Service</u>	<u>Percentage</u>
Less than 2	0 %
2	20 %
3	40 %
4	60 %
5	80 %
6 or more	100 %

Your vested benefit will normally be distributed to you or your beneficiary upon your death, disability or retirement.

How do I determine my Years of Service for vesting purposes?

To earn a Year of Service, you must be credited with at least 1000 Hours of Service during any Plan Year. (See the Article in this SPD entitled "Hours of Service" for an explanation of Hour of Service.) The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

Does all my service count for vesting purposes?

In calculating your vested percentage, all service you perform for us generally will be counted. However, there are some exceptions to this general rule.

Years of Service prior to January 1, 2015, which is the Effective Date of the Plan, and Years of Service prior to the time you attained age eighteen (18) will not count for vesting purposes.

Break in Service rules. If you terminate employment and are rehired, you may "lose" credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as maternity or paternity leave, you may be credited with 501 Hours of Service to prevent a Break in Service.

Five-year Break in Service rule. The five-year Break in Service rule applies only to totally nonvested (0% vested) participants. If you are totally nonvested in your benefits resulting from our contributions and you have five (5) consecutive Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five (5) consecutive Breaks in Service, you will be treated as a new employee (with no prior service) for purposes of determining your vested percentage under the Plan. However, if you have benefits under the Plan resulting from our contributions which are vested, you do not lose any rights to those benefits under these rules.

As a veteran, will my military service count as service with the Employer?

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), your qualified military service may be considered service with us. If you may be affected by this law, ask your Administrator for further details.

What happens to my non-vested account balance if I'm rehired?

If you had no vested percentage in your account balance when you left, your account balance was forfeited. However, if you return to service with us before incurring five (5) consecutive 1-Year Breaks in Service, your account balance as of your termination date will be restored unadjusted for any gains or losses.

If you were partially vested in your account balance when you left, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your entire vested account balance, or
- (b) when you incur five (5) consecutive 1-Year Breaks in Service.

If you previously received a distribution of your entire vested account balance, and are reemployed prior to incurring 5 consecutive 1-Year Breaks in Service, you may repay this distribution. If you repay the entire amount of the distribution, we will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of reemployment, or, if earlier, before you incur 5 consecutive 1-Year Breaks in Service. If you were fully vested when you left, you do not have the opportunity to repay your distribution.

What happens to the non-vested portion of a terminated participant's account balance?

The non-vested portion of a terminated participant's account balance remains in the Plan and is called a forfeiture. Forfeitures may be used by the Plan for several purposes such as the payment of Plan expenses. Any forfeitures not used by the Plan will be added to our discretionary contribution and allocated to participants eligible to share in such contribution in the same manner as any such discretionary contribution is allocated.

What happens if I am called to active military duty?

If you are a veteran and are reemployed under the USERRA, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then the Plan treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

ARTICLE IV DISABILITY BENEFITS

How is disability defined?

Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing your usual and customary employment with us. Your disability will be determined by a licensed physician chosen by the Administrator.

What happens if I become disabled?

If you become disabled while a participant, you will be entitled to a distribution of your account balance. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your vested benefit does not exceed \$5,000, then a distribution will be made to you as soon as administratively feasible on or after the Anniversary Date coinciding with or next following your termination of employment due to your disability. No additional vesting is provided merely on account of a disability.

**ARTICLE V
FORM OF BENEFIT PAYMENT**

How will my benefits be paid?

If your vested benefit under the Plan does not exceed \$5,000, then your benefit will be distributed to you in a single lump-sum payment. If your account does exceed \$5,000, with respect to the portion of your ESOP account attributable to Company Stock, unless you elect in writing a longer period, such Company Stock portion will be distributed to you in cash in substantially equal installments over a period not longer than five (5) years. A special rule may spread the distribution of the Company Stock in the account of participants with large account balances over an even longer period of time.

If there is a portion of your account not attributable to Company Stock or proceeds thereof, it may be distributed in one (1) lump sum or installments.

May I delay the receipt of benefits?

Yes, you may delay the receipt of benefits unless a distribution is required to be made, as explained earlier, because your vested benefit under the Plan does not exceed \$5,000. However, if you elect to delay the receipt of benefits, there are rules which require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the later of the April 1st following the end of the year in which you reach age 70 1/2 or retire. You should see the Administrator if you feel you may be affected by these rules.

**ARTICLE VI
DEATH BENEFITS**

What happens if I die while working for the Employer?

If you die while working for us, then your entire account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit, unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NON-SPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located after a reasonable search.

If you are not married, you may designate any beneficiary on a form to be supplied to you by the Administrator.

In the event no valid designation of beneficiary exists, or if the beneficiary is not alive or cannot be found after a reasonable search at the time of your death, the death benefit will be paid in the following order of priority to:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, "per stirpes;"
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

How will the death benefit be paid to my beneficiary?

The death benefit will be paid to your beneficiary in a manner similar to how your benefit will be distributed at retirement.

When must the last payment be made to my beneficiary?

If your designated beneficiary is a person (rather than your estate or most trusts), then minimum distributions of your death benefit must generally begin within one (1) year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70-1/2. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five (5) years after your death.

Since your spouse has certain rights to the death benefit, you immediately should report any change in your marital status to the Administrator.

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with us and subsequently die, your beneficiary will be entitled to the vested percentage of your remaining account balance at the time of your death.

**ARTICLE VII
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any ESOP distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution to an Individual Retirement Account (IRA) or Annuity or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within sixty (60) days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of twenty percent (20%). This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account (IRA) or Annuity or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases twenty percent (20%) of the distribution amount will be withheld for federal income tax purposes.

(c) If a mandatory distribution is being made to you because your vested interest in the Plan does not exceed \$5,000 and the amount of the distribution exceeds \$1,000, then the law

may require that your distribution be directly rolled over to an IRA. If you do not make an affirmative election to either receive or roll over the distribution, then the Plan must roll over your distribution to an IRA. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding your distribution rights and the IRA at the time you are entitled to a distribution. However, you may contact the Plan Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE VIII HOURS OF SERVICE

What is an Hour of Service?

You will be credited with an Hour of Service for:

- (a) each hour for which you are directly or indirectly compensated by us for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by us for reasons other than performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by us.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

How are Hours of Service credited?

You will be credited with your actual Hours of Service. However, if we do not account for your actual hours (which is the case with certain managerial or non-hourly employees), then an equivalency will be used to estimate your hours.

**ARTICLE IX
YOUR PLAN'S TOP HEAVY RULES**

What is a top heavy plan?

A retirement plan that primarily benefits "key employees" is called a "top heavy plan." Key employees are certain owners or officers of the Employer. A plan is generally a "top heavy plan" when more than 60% of the Plan assets are attributable to key employees.

Each year, the Administrator is responsible for determining whether the Plan is a "top heavy plan."

What happens if the Plan becomes top heavy?

If the Plan becomes top heavy in any Plan Year, then non-key and key employees will be entitled to certain "top heavy minimum benefits," and other special rules will apply. Among these top heavy rules are the following:

- We may be required to make a contribution on your behalf in order to provide you with at least "top heavy minimum benefits."
- If you are a participant in more than one Plan, you may not be entitled to "top heavy minimum benefits" under both Plans.

**ARTICLE X
PROTECTED BENEFITS AND CLAIMS PROCEDURES**

Participant Statements. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns, including the per share value of the Company Stock. It is your responsibility to notify the Administrator of any errors you see on any statements within thirty (30) days after the statement is provided or made available to you.

Is my benefit protected?

As a general rule, your interest in your account, including your vested interest, may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account.

Are there any exceptions to the general rule?

There are two exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic

relations order received. You and your beneficiaries can obtain, without charge, a copy of the QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURE from the Administrator. The ESOP document limits the time when the recipient may commence his/her benefits.

The second exception applies if you are involved with the Plan's administration. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

Can the Plan be amended?

Yes. We have the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although we intend to maintain the Plan indefinitely, we reserve the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. We will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question "How will my benefits be paid?" found in the Article of this SPD entitled "Form of Benefit Payment.") You will be notified of any modification or termination of the Plan.

How do I submit a claim for Plan benefits?

Benefits will be paid to you and your beneficiaries without the necessity of formal claims. However, 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 should be in writing and should be made to the Administrator.

If the 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 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 ninety (90) days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the 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 ninety (90) day period. In no event will such extension exceed a period of ninety (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, the 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 forty-five (45) days after receipt of the claim by the Plan. This period may be extended by the Plan for up to thirty (30) days, provided that the 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 forty-five (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 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 thirty (30) days, provided that the 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 forty-five (45) days within which to provide the specified information.

The 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:
 - (1) 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.
 - (2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific 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, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

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 Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN SIXTY (60) DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN ONE HUNDRED EIGHTY (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 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, 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 Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within sixty (60) days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the 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 sixty (60) day period. In no event will such extension exceed a period of sixty (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 your claim relates to disability benefits, then forty-five (45) days will apply instead of sixty (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:

(1) 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.

(2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific 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 which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than one hundred eighty (180) days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan participant?

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 are entitled to:

- (a) Examine, without charge, at the Administrator's office and at other specified locations, 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.
- (b) Obtain, upon written request to the 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 Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.
- (d) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many years you have to work to get a right to a pension. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE EVERY TWELVE (12) MONTHS. The Plan must provide this 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. 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 pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the

materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, 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 or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Administrator.

If it should happen that the Plan's 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 if, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

If you have any questions about the Plan, you should contact the 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 Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the 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.

ARTICLE XI PLAN EXPENSES

The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all participants in the Plan. These expenses will be allocated either proportionately 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 proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 ($\$1,000/100$) of the expense.

ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

General Plan Information

"MBI Direct Mail, Inc. Employee Stock Ownership Plan and Trust" is the name of the ESOP.

We have assigned Plan Number 003 to the Plan.

The provisions of the Plan become effective on January 1, 2015, which is called the "Effective Date" of the Plan.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 1.

Certain valuations and distributions are made as of the "Anniversary Date" of the Plan. This date is the last day of the Plan Year (December 31).

The contributions made to the Plan will be held and invested by the Trustee of the Plan.

The Plan and Trust will be governed by the laws of Florida to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under the Employee Retirement Income Security Act (ERISA) are not applicable to this type of Plan.

Employer Information

Your Employer's name, address and federal identification number are:

ESOP Administrative Committee
MBI Direct Mail, Inc.
710 West New Hampshire Avenue
Deland, Florida 32720
59-2944301

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate another person or persons to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of your Plan's Administrator are:

MBI Direct Mail, Inc.
710 West New Hampshire Avenue
Deland, Florida 32720
(386) 626-0257

Trustee Information

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

The name of your Plan's Trustee is James R. Urbach, Trustee

The principal place of business of your Plan's Trustee is:

1626 Felch Avenue
Jacksonville, Florida 32207

Service of Legal Process

The Employer is your Plan's agent for service of legal process.

Service of legal process may also be made upon the Trustee or Administrator.

SUMMARY OF MATERIAL MODIFICATIONS

**TO THE PARTICIPANTS IN THE
MBI DIRECT MAIL, INC.
EMPLOYEE STOCK OWNERSHIP PLAN AND TRUST
(the “ESOP”)**

Effective January 1, 2023, the Employer has amended the ESOP’s definition of “Total and Permanent Disability” to mean a condition that renders a Participant totally unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, as determined by the Social Security Administration, or a condition that is otherwise determined by the Social Security Administration to qualify a Participant for Social Security disability benefits.

Furthermore, effective January 1, 2023, the Employer has appointed Shannon Humphrey to serve as ESOP Administrator, responsible for the administration, operation and interpretation of the ESOP.

Dated: March 10, 2023

MBI DIRECT MAIL, INC.