

**SUMMARY PLAN DESCRIPTION
FOR
WEST TEXAS OPPORTUNITIES, INC. PROFIT SHARING PLAN**

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INTRODUCTION

Effective January 1, 1984 West Texas Opportunities, Inc. established the West Texas Opportunities, Inc. Profit Sharing Plan for the exclusive benefit of all eligible employees and their beneficiaries with the intention to provide a measure of retirement security for your future.

This Summary Plan Description reflects the plan options as of January 1, 2021.

This Summary Plan Description is a brief description of your plan and your rights and benefits under the plan and is not intended to cover every plan provision. This Summary Plan Description is not meant to interpret or change the provisions of your plan. A copy of your plan is on file at your employer's office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). If you have any questions regarding either your plan or this Summary Plan Description, you should ask your plan administrator. If any discrepancies exist between this Summary Plan Description and the actual provisions of the plan, the plan shall govern.

GENERAL INFORMATION

Plan Name: West Texas Opportunities, Inc. Profit Sharing Plan

Employer: West Texas Opportunities, Inc.
603 N. 4th Street
Lamesa, TX 79331
(806) 872-8354

Employer Tax ID: 75-1226644

Three Digit Plan Number: 001

Type of Plan: Profit Sharing Plan

Administration Type: Plan Administrator

Plan Administrator: West Texas Opportunities, Inc.
603 N. 4th Street
Lamesa, TX 79331
(806) 872-8354

Plan Administrator ID Number: 75-1226644

Legal Agent: West Texas Opportunities, Inc.
603 N. 4th Street
Lamesa, TX 79331
(806) 872-8354

Service of legal process may also be made upon a plan trustee or the plan administrator as listed herein.

Trustees: Jenny Gibson
603 N. 4th Street
Lamesa, TX 79331
(806) 872-8354

Funding Arrangement: Trust

Trust Tax ID Number: 75-1226644

Plan Year: January 1st to December 31st

Limitation Year: January 1st to December 31st

Anniversary Date: December 31st

Valuation Date: The last day of the plan year

PARTICIPATION IN YOUR PLAN

In order to take advantage of the opportunities provided by your plan you must participate in the plan. There may be certain restrictions to your eligibility and participation. The following is information about how you can participate in the plan.

What types of contributions are available in the plan?

The following contribution types are available in the plan:

1. Employer Non-elective Contribution: This type of contribution is also known as a profit sharing contribution. Your employer may, at its discretion, make a profit sharing contribution to the plan.

Who may participate?

As an employee of West Texas Opportunities, Inc., you may participate in the plan once you have met the eligibility requirements.

Who is considered an employee?

An employee is an individual who performs services for the employer as a common law employee, a self-employed individual who is treated as an employee, or a leased employee.

What are the eligibility requirements to become a participant in the plan?

There may be different eligibility and entry date requirements for each contribution type under the plan. Meeting all the eligibility requirements for one contribution type does not automatically make you eligible for other contributions under the plan. You may begin participating under the Plan once you have satisfied the eligibility requirements and reached your entry date. The following describes the eligibility requirements and entry dates that apply. You should contact the Plan Administrator if you have questions about the timing of your Plan participation.

Non-Elective Contributions:

Excluded Employees:

The following individuals are not eligible for purposes of Non-Elective contributions under the plan:

1. Union employees
2. Non-resident aliens

Eligibility Age Conditions:

You must attain age 18 to be eligible to receive non-elective contributions under the plan.

However, you will not actually participate for purposes of receiving a non-elective contribution until you have reached the entry date as described below.

Eligibility Service Conditions:

You must complete 2 months of eligibility service with 83 hours of eligibility service in each month to receive non-elective contributions under the plan. However, you will not actually participate for purposes of receiving a non-elective contribution until you have reached the entry date as described below.

For service requirements that include an hours requirement, a participant will have met the service requirement at the end of the measurement period in which the service requirement was met. However, you will not actually participate for purposes of receiving a non-elective contribution until you have reached the entry date as described below.

Entry Date:

For the purpose of receiving a non-elective contribution, your entry date will be the first day of the plan year coincident with or next following the date you satisfy the eligibility requirements.

What compensation will be used for my contributions in the plan?

Compensation is defined as your total compensation that is subject to income tax and paid to you by the employer. Amounts paid to you after you terminate employment may or may not be included as compensation used to calculate your contributions as described below. If you are a self-employed individual, your compensation will be equal to your earned income from the employer. The following describes the adjustments to compensation that may apply for the contribution types permitted under the plan.

Non-Elective Contributions:

Compensation used to calculate your non-elective contributions under the plan will be determined as follows:

- * be based on W-2 wages.
- * include compensation due to cafeteria plan deferrals under section 125, transportation compensation (section 132(f)(4)), 401(k) and 403(b) deferrals (section 402(e)), SEP deferrals (section 402(h)(1)(B)), 402(k) deferrals (section 408(p)), and 457(b) deferrals.
- * include compensation for your first year of participation from your entry date as a participant.

Is there a limit on compensation for plan purposes?

The IRS limits the amount of compensation that may be taken into account for each participant for each plan year. For 2021, that limit is \$290,000. For future years, the limit is subject to cost-of-living increases as published by the IRS.

Does plan compensation include monies paid to me during an absence or after my employment ends?

Usually, only the amounts paid to you while you are an employee are considered plan compensation (described above). However, the plan may consider certain types of pay as plan compensation, though paid during an absence or after you leave employment.

If you are totally and permanently disabled, compensation under your plan will include disability-related salary continuation payments for Non-Elective Contributions.

How is service determined?

Eligibility Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave.

If records of your hours are not maintained, as a backup method of crediting you with hours of service, you will be credited with 10 hours each day in which you work at least one hour.

Credited Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave.

Vesting Service:

You are credited with the actual hours you work, and for hours for which you are paid but not at work, such as paid vacation or paid sick leave. You cannot earn more than one year of vesting service during a plan year.

If records of your hours are not maintained, as a backup method of crediting you with hours of service, you will be credited with 10 hours each day in which you work at least one hour.

What is a year of service?

Eligibility Purposes:

You will earn a year of service for eligibility purposes if you are credited with 1000 hours. The first eligibility computation period is the 12-month period ending on the first anniversary of your employment commencement date. Subsequent eligibility computation periods will switch to plan years beginning with the first plan year commencing prior to the first anniversary of your employment commencement date.

Credited Service Purposes:

You will earn a year of service for credited service purposes if you are credited with 1000 hours in the credited service computation period. The credited service computation period will be the plan year.

Vesting Service Purposes:

You will earn a year of service for vesting service purposes if you are credited with 1000 hours in the vesting service computation period. The vesting service computation period will be the plan year.

What is a break in service for eligibility purposes?

When you fail to complete more than 500 hours during the eligibility computation period, you incur a break in service. However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work 500 hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

What is a break in service for credited service purposes?

Your plan uses credited service or a points allocation for contribution purposes. When you fail to complete more than 500 hours during the computation period, you incur a break in service. Thus, in any year in which you incur a break in service, you will not receive a year of credited service to be used for allocation purposes.

What is a break in service for vesting purposes?

When you fail to complete more than 500 hours during the plan year, you incur a break in service. If you have incurred a break in service, your vesting percentage will not increase for the period in which the break occurs.

However, in certain circumstances, your plan is required to credit you with 500 hours, even though you didn't actually work that number of hours. This is primarily if you take time off to have, adopt or care for a child for a period immediately following the birth or adoption. You will receive this credit only for the purpose of determining whether you have incurred a break in service and not for receiving additional credit for a contribution or for vesting.

CONTRIBUTIONS

Does the plan accept rollovers?

Direct Rollover contributions are permitted from all participants who are employees, have met eligibility requirements, and passed an entry date.

What are profit sharing contributions?

Your employer may contribute a profit sharing contribution to the plan each year in an amount, if any, as it may determine.

Are there requirements to receive a profit sharing contribution?

There are no allocation requirements to receive a profit sharing contribution

How is the profit sharing contribution determined?

Your share of the profit sharing contribution will be the same percentage of compensation for all eligible participants. The percentage is determined by dividing the total profit sharing contribution by the total of all participants' compensation for the plan year.

For example, if the discretionary contribution is \$30,000 and if the total compensation is \$1,000,000, the percentage would be 3% of your compensation. If your compensation is \$20,000, your share would be \$600:

$$\text{\$30,000} / \text{\$1,000,000} = .03 \text{ (3\%)}$$

$$\text{\$20,000} \times .03 \text{ (3\%)} = \text{\$600}$$

Are there plan limits on the amount of profit sharing contributions a participant may receive?

There are no plan limitations to the amount of profit sharing contributions a participant may receive.

When can I expect the profit sharing contributions to be allocated?

The profit sharing contributions made by your employer will be allocated to your profit sharing contribution account as of the last day of the plan year.

When can I expect the employer contributions to be deposited?

The employer contributions to the trust are normally paid by the company directly to the Trust either during the plan year or after the close of the plan year (within the time during which the company has to file its federal tax return).

When is a plan top heavy?

The plan becomes top heavy if more than 60% of the account balances are attributable to "key employees". Key employees are certain highly compensated officers or owner/shareholders.

Each year, the plan administrator will make a top heavy determination.

How will the plan operate in top heavy years?

If your plan is top heavy, certain participants must receive a top heavy minimum allocation. The amount of the contribution is based on the total allocation to key employees for the plan year and may be zero.

This top heavy contribution is based on the amount of contribution that the key employees receive and may be zero.

Will my employer make any other types of contributions?

Your employer may make additional employer contributions in order to pass certain nondiscrimination tests. These are called qualified matching contributions.

VESTING

Vesting is the non-forfeitable balance of your employer contribution account(s) that you will be entitled to receive after your employment with the company ends. If you terminate employment before you meet the requirements for retirement, the distribution from your employer contribution account(s) will be limited to the vested portion. Your vesting percentage grows with your years of vesting service.

Is any of my service excluded for vesting purposes?

No, all years of service with your employer except those excluded due to a break in service will be included in determining your vested account balance.

How is my vested percentage calculated?

If you leave employment due to termination, you are entitled to your employer accounts along with earnings, based on the following schedules:

Employer Profit Sharing Contributions:

<u>Vesting Schedule</u>	<u>Percent Vested</u>
<u>Years of Vesting Service</u>	
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

Employer Top-heavy Contributions:

<u>Vesting Schedule</u>	<u>Percent Vested</u>
<u>Years of Vesting Service</u>	
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

What vesting schedule applies to my employee contribution account(s)?

The following contributions along with earnings associated with these accounts will be 100% vested and nonforfeitable at all times:

1. Rollovers

Does my vested percentage change for any reason?

You will become 100% vested in all of your accounts if you are still employed when you die, or become disabled.

What happens if I terminate employment before I am fully vested?

The non-vested portion of your account will be forfeited and used to provide a supplemental employer contribution at the plan administrator's discretion in a nondiscriminatory and uniform manner.

The non-vested portion of your account that is forfeited may also be used to offset plan expenses or restore forfeited account balances of rehired employees.

The forfeiture takes place as of the end of the plan year in which you receive the final (complete) distribution of your distributable benefit or the end of the plan year of your 5th consecutive break in service. If you elect to receive less than your entire vested account balances from employer contributions, the portion forfeited will be prorated based on the portion of your total account balance distributed.

What happens to my forfeited amounts if I am rehired into a position covered by the plan?

If you were not vested (that is, 0% vested), when you severed employment, and you rejoin the plan before incurring a 5-year break in service, the amounts you forfeited will be restored as of your rehire date.

If you were partially vested (more than 0% but less than 100%), and received a distribution of your vested amounts, the forfeited amount may be restored. However, to restore the forfeiture, you must repay the full amount of your distribution by the earlier of:

- * five (5) years after your rehire date, or
- * the date you incur a 5-year break following the date of the distribution

If you are entitled to a restoration of your account balance that was forfeited, the plan will first use any forfeitures arising in the year of restoration. If that amount is not enough, the employer will make an additional contribution specifically allocated to your account.

If I am rehired into a position covered by the plan, how is my vesting service calculated?

If you were fully (100%) vested at the time your employment ended, you will resume participation and be 100% vested immediately, on your rehire date. This means that the vesting service you earned prior to severing employment (pre-break) will be added to the vesting service you earn after reemployment (post-break).

If you were not fully vested when your employment ended, the length of your break in service determines how your vesting service will be calculated, when you resume participation in the plan.

If your break in service is less than 5 years, your pre-break vesting service will be added to your post-break vesting service. Thus, your total years of vesting service are counted toward vesting in:

- * the employer contributions credited to your account after you return, and
- * the pre-break non-vested employer account remaining in the plan, if you did not receive a distribution.

However, if you received a distribution from your employer account, and you would like to have your total years of vesting service (pre-break plus post-break) count toward vesting in your pre-break non-vested employer account, you must repay the full amount of your distribution by the earlier of:

- * five (5) years after your rehire date, or
- * the date you incur a 5-year break following the date of the distribution.

If your break in service is five years or more and you were not fully vested (less than 100%) when you ended your employment, when you are reemployed you will no longer have a vested interest in any pre-break non-vested employer account balance.

However, all your service (pre-break plus post-break) counts toward vesting in employer contributions credited after you are reemployed.

INVESTMENT ACCOUNTS

Under West Texas Opportunities, Inc. Profit Sharing Plan, the money you deposit and any employer contributions are held in a trust, and placed into investment accounts, which are credited with gains and losses at each valuation date.

What is the value of my account?

The value of each of your accounts is established as of the valuation date under your plan. The valuation date is the last day of the plan year for pooled accounts and daily for individual investment accounts.

As of the valuation date:

1. Contributions may be added to your accounts (see "Contributions")
2. Distributions you have received since the prior valuation date will be subtracted from your accounts
3. Plan expenses may be subtracted from your accounts
4. Interest and/or dividends, if any, will be added to your accounts

Also, current market values will be reflected in your accounts as of the valuation date. Depending on stock and/or bond market conditions, the value of your accounts may increase or decrease from one valuation date to the next.

How are my accounts invested?

The plan will determine the investments to be used for all accounts and will direct the deposit of all contributions.

Please note that the trustee is considered the owner of all the assets held in the trust. The trustee, as owner of the securities and other trust property, has the exclusive right to vote the stock in the trust and exercise any other rights of ownership. As a plan participant, you merely have a beneficial interest in the trust and may not exercise the rights of ownership, as can the trustee.

Does my plan offer life insurance as an investment?

No. Life insurance policies are not available as a plan investment.

May I take a loan from my accounts?

Your plan does not permit loans from any source.

Where can I learn about the plan expenses?

Reasonable administrative expenses of the plan and trust may be paid by the plan to the extent not paid by the employer. For more information on plan expenses, refer to your copy of the plan's expense policy, provided by the plan administrator.

DISTRIBUTIONS

Does the plan allow for hardship distributions?

Hardship distributions are not permitted from non-elective contributions, or rollover contributions, if applicable.

The primary purpose of the plan is to provide benefits to you upon your retirement; however, your plan permits you to request a hardship distribution. A hardship distribution may not exceed the amount of your need. However, the amount required to satisfy the financial need may include amounts necessary to pay any taxes or penalties that may result from the distribution.

The hardship distribution cannot exceed the amount necessary to meet your financial hardship. You must certify (in writing) that you cannot meet your financial need using cash or other sources of liquid assets you already have access to. The plan administrator may request proof that the amount requested does not exceed the financial hardship, including evidence that you have received all other available distributions from this and other plans (including those of other employers).

Does the plan allow for in-service distributions?

In-service distributions are not permitted by the plan.

What is my normal retirement age?

You will reach the plan's normal retirement age when you reach the later of age 65 or the fifth anniversary of your participation in the plan.

Your normal retirement date is the anniversary date coincident with or next following the date normal retirement age is attained.

When will I receive my normal retirement benefits?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following the valuation date coinciding with or next following the date of your retirement.

Payment of your benefits from your rollover account will begin as soon as practicable following the valuation date coinciding with or next following the date of your retirement.

When will my beneficiary receive my benefits if I die?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following the valuation date coinciding with or next following the date of your death.

Payment of your benefits from your and rollover account will begin as soon as practicable following the valuation date coinciding with or next following the date of your death.

When will I receive my benefits upon termination?

Payment of your benefits from employer contribution accounts will begin as soon as practicable following your distribution determination date.

Your distribution determination date is the valuation date coinciding with or next following your date of termination.

Payment of your benefits from your will begin as soon as practicable following your distribution determination date.

Your distribution determinate date is the valuation date coinciding with or next following the date of your termination.

Does the plan have disability benefits?

You will be considered disabled if the Social Security Administration has determined that you are eligible to receive Social Security disability benefits.

You become entitled to a distribution due to disability as of your actual date of disability, as determined by the plan administrator.

If it is determined you are entitled to a distribution due to disability, payment of your benefits will begin as soon as practicable following the valuation date coinciding with or next following such determination.

How might divorce or a Qualified Domestic Relations Order affect my benefits?

Because your spouse has certain rights under your plan, you should immediately inform the plan administrator of any changes in your marital status.

In general, contributions made by you or your employer to this plan are not subject to alienation. This means they cannot be sold, used as collateral for a loan, given away or otherwise transferred. They are not subject to the claims of your creditors. However, they may be subject to claims under a Qualified Domestic Relations Order (QDRO).

A Domestic Relations Order is a court-issued decree or an order that allocates all or any portion of your plan benefits to your (former) spouse, your child, or other dependent. It is the plan administrator's responsibility to determine if a Domestic Relations Order is qualified (is a QDRO), as defined by law.

Distributions pursuant to a Qualified Domestic Relations Order are permitted on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order, even if you are employed and have not attained the "earliest possible retirement age" (as defined below).

For QDRO purposes, the "earliest possible retirement age" means the earlier of these two dates:

1. the date you are entitled to a distribution; or
2. the later of:
 - A. the date you reach age 50; or
 - B. the earliest date you could begin receiving benefits under the plan if you separated from service.

Participants and beneficiaries can obtain, from the plan administrator, without charge, a copy of the plan's procedures governing Qualified Domestic Relations Orders.

How will I receive my distribution?

You may elect a lump sum distribution.

What is a required minimum distribution?

Under certain circumstances, the law requires that your distributions begin no later than April 1 of the year following the date you reach age 70-1/2 (the date six months after your 70th birthday) if you are a greater than 5% owner of the company born before July 1, 1949. If you are not a greater than 5% owner, these distributions will be delayed until you retire from the company. If you were born after June 30, 1949, age 70-1/2 is replaced with age 72 where it appears above. You or your beneficiaries may elect the 5-year rule for distributions if you die before the required distributions begin. Your plan administrator will contact you if you are affected by this requirement.

How will my distributions be taxed?

The benefits you receive from the plan will be subject to ordinary income tax in the year in which you receive the payment, unless you defer taxation by a "rollover" of your distribution into another qualified plan or an IRA. Also, in certain situations, your tax may be reduced by special tax treatment such as "10-year forward averaging."

VERY IMPORTANT NOTE: Under most circumstances, if you receive a distribution from this plan, twenty percent (20%) of your distribution will be withheld for federal income tax purposes, unless you instruct the trustees of this plan to transfer your distribution DIRECTLY into another qualified plan or an IRA. You must give these instructions to the trustees no more than 180 days before the date you receive the payment. Also, the trustees must wait at least 30 days after receiving your instructions before making the payment, to allow you time to change your decision, unless you waive the waiting period in writing.

In addition to ordinary income tax, you may be subject to a 10% tax penalty if you receive a "premature" distribution. If you receive a distribution upon terminating employment before age 55 and you don't receive the payment as a life annuity, you will be subject to the 10% penalty unless you roll over your payment. But, there is no penalty for payments due to your death or disability.

As the rules concerning "rollovers" and the taxation of benefits are complex, please consult your tax advisor before making a withdrawal or requesting a distribution from the plan. As required by law, the plan administrator will provide you with a brief explanation of the rules concerning "rollovers."

Who may I name as my beneficiary?

The plan requires that your spouse be your primary beneficiary and receive 100% of your account balance on your death (see vesting section). You may name someone other than your spouse as your primary beneficiary only if your spouse gives written consent to your choice of beneficiary. A notary public or plan representative must witness your spouse's signature on the consent form. You have a right to designate your primary and contingent beneficiary or beneficiaries at any time by completing a beneficiary form that is provided to you or is acceptable to the plan administrator.

It is important that you keep your designation of beneficiary up-to-date. If you fail to designate a beneficiary, or if your beneficiary designation is not valid, or if all of your beneficiaries fail to survive you, then your benefits will be paid to your surviving spouse, or if none, to your surviving children in equal shares, or if none, to your other heirs or your estate, as the plan administrator selects.

Your designation of beneficiary does not expire; it is important that you keep your designation up-to-date as your circumstances change.

OTHER IMPORTANT INFORMATION

Are my benefits protected?

Except for the requirements of a Qualified Domestic Relations Order, your plan benefits are not subject to claims, indebtedness, execution, garnishment or other similar legal or equitable process. Also, you cannot voluntarily (or involuntarily) assign your benefits under this plan.

Can the Plan be amended or terminated?

The employer has reserved the right to amend or terminate the plan. However, no amendment can take away any benefits you have already earned. If your plan is terminated, you will be entitled to the full amount in your account as of the date of termination, regardless of the percent you are vested at the time of termination.

Does Pension Benefit Guaranty Corporation Insurance apply to this plan?

The benefits provided by this plan are not insured by the Pension Benefit Guaranty Corporation (PBGC). Such insurance is only required under Title IV of the Employee Retirement Income Security Act (ERISA) for defined benefit pension plans.

What are the claims for benefits procedures under this plan?

When you request a distribution of all or any part of your account, you will contact the plan administrator who will provide you with the proper forms to make your claim for benefits. Your claim for benefits will be given a full and fair review.

What is the waiting period for a non-disability claim?

The plan administrator will notify you or your beneficiary of the denial within a reasonable period of time, but not later than ninety (90) days of the date your claim for benefits was received. The plan administrator may extend this deadline by up to ninety (90) days if there are special circumstances beyond the control of the plan that require additional time to process the claim. If a delay occurs, you or your beneficiary will be notified in writing of the reason for the delay and a date by which a final decision will be given (not more than one hundred and eighty (180) days after the receipt of your claim.)

What will I receive if the claim is denied in part or whole?

The initial denial letter and any appeal denial letter will be provided to you or your beneficiary with the following information:

- * the standards on which the determination is being made
- * the unresolved issues that prevent the plan administrator from making the decision
- * the additional information that would be needed to allow the plan administrator to make the decision

How do I appeal a claim denial?

You or your beneficiary may file a written appeal of the claim denial within sixty (60) days to the plan administrator. You may submit new information relating to the claim. The employer may hold a hearing or otherwise review facts as it deems necessary and shall make a decision, which shall be binding upon both parties.

The decision of the employer shall be made within sixty (60) days after the receipt by the plan administrator of the notice of appeal, unless special circumstances require an extension of time for processing, in which case a decision of the employer shall be rendered as soon as possible but not later than one hundred twenty (120) days (ninety (90) days for disability claims) after receipt of the request for review.

In the case of an appeal denial letter, the letter must describe any contractual limitation period for a lawsuit and the expiration date for that limitation period along with a statement that the limitation period may not expire before the conclusion of the Plan's internal appeals process.

You may request a free of charge access to, copies of any information, records, and/or documents used to deny the claim.

Once you have exhausted the administrative remedies for claim, or the plan fails to establish or follow claims procedures consistent with plan regulations, it is your right to challenge the decision under section 502(a) of Employer Retirement Income Security Act of 1974 (ERISA) or other applicable law.

PARTICIPANT RIGHTS UNDER ERISA

As a participant in West Texas Opportunities, Inc. Profit Sharing Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive information about your plan and your benefits:

- * Examine, without charge, at the plan administrator's office all documents governing the plan and a copy of the latest annual report filed by the plan with the U.S. Department of Labor.
- * Obtain copies of all plan documents and other plan information upon written request to the plan administrator (the 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 each participant with a copy of this summary annual report.
- * Obtain a statement telling you whether you have a right to receive a benefit 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 benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

Actions by Plan Fiduciaries:

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforcing your rights:

If your claim for a benefit is denied in whole or in part, you have the right to know why this was done and 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 written 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 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.

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

Assistance with your questions:

If you have questions about your plan, you should contact the plan administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and

responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.