

Form 5500 Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Annual Return/Report of Employee Benefit Plan This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code). ▶ Complete all entries in accordance with the instructions to the Form 5500.	OMB Nos. 1210-0110 1210-0089 2021 This Form is Open to Public Inspection
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Part I	Annual Report Identification Information
For calendar plan year 2021 or fiscal plan year beginning <u>01/01/2021</u> and ending <u>12/31/2021</u>	
A This return/report is for:	☐ a multiemployer plan ☒ a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.) ☐ a single-employer plan ☐ a DFE (specify) _____
B This return/report is:	☐ the first return/report ☐ the final return/report ☒ an amended return/report ☐ a short plan year return/report (less than 12 months)
C If the plan is a collectively-bargained plan, check here.	☐
D Check box if filing under:	☒ Form 5558 ☐ automatic extension ☐ the DFVC program ☐ special extension (enter description)
E If this is a retroactively adopted plan permitted by SECURE Act section 201, check here.	☐

Part II	Basic Plan Information—enter all requested information										
1a Name of plan <u>L&M FAMILY OF COMPANIES 401(K) AND PSP</u> 2a Plan sponsor's name (employer, if for a single-employer plan) Mailing address (include room, apt., suite no. and street, or P.O. Box) City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions) <u>L&M COMPANIES, INC.</u> <u>2925 HUNTLEIGH DRIVE</u> <u>SUITE 204</u> <u>RALEIGH, NC 27604</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1b Three-digit plan number (PN) ▶</td> <td style="width: 20%; text-align: center;"><u>001</u></td> </tr> <tr> <td colspan="2">1c Effective date of plan <u>01/01/1972</u></td> </tr> <tr> <td colspan="2">2b Employer Identification Number (EIN) <u>56-0811549</u></td> </tr> <tr> <td colspan="2">2c Plan Sponsor's telephone number <u>919-981-8097</u></td> </tr> <tr> <td colspan="2">2d Business code (see instructions) <u>424500</u></td> </tr> </table>	1b Three-digit plan number (PN) ▶	<u>001</u>	1c Effective date of plan <u>01/01/1972</u>		2b Employer Identification Number (EIN) <u>56-0811549</u>		2c Plan Sponsor's telephone number <u>919-981-8097</u>		2d Business code (see instructions) <u>424500</u>	
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2c Plan Sponsor's telephone number <u>919-981-8097</u>											
2d Business code (see instructions) <u>424500</u>											

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	03/17/2023	STEPHANIE STEPHENS
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

For Paperwork Reduction Act Notice, see the Instructions for Form 5500.

Form 5500 (2021)
v. 210624

3a Plan administrator's name and address ☒ Same as Plan Sponsor		3b Administrator's EIN
		3c Administrator's telephone number
4 If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report: a Sponsor's name L&M COMPANIES, INC. c Plan Name L&M FAMILY OF COMPANIES 401(K) AND PROFIT SHARING PLAN		4b EIN 56-0811549 4d PN 001
5 Total number of participants at the beginning of the plan year		5 287
6 Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines 6a(1) , 6a(2) , 6b , 6c , and 6d).		
a(1) Total number of active participants at the beginning of the plan year.....		6a(1) 208
a(2) Total number of active participants at the end of the plan year		6a(2) 219
b Retired or separated participants receiving benefits.....		6b 0
c Other retired or separated participants entitled to future benefits		6c 61
d Subtotal. Add lines 6a(2) , 6b , and 6c		6d 280
e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.		6e 3
f Total. Add lines 6d and 6e		6f 283
g Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)		6g 201
h Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested		6h 0
7 Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item).....		7
8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions: 2A 2E 2F 2G 2J 2K 2S 2T 3D		
b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:		
9a Plan funding arrangement (check all that apply) (1) ☐ Insurance (2) ☐ Code section 412(e)(3) insurance contracts (3) ☒ Trust (4) ☐ General assets of the sponsor		9b Plan benefit arrangement (check all that apply) (1) ☐ Insurance (2) ☐ Code section 412(e)(3) insurance contracts (3) ☒ Trust (4) ☐ General assets of the sponsor
10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)		
a Pension Schedules (1) ☒ R (Retirement Plan Information) (2) ☐ MB (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary (3) ☐ SB (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary		b General Schedules (1) ☒ H (Financial Information) (2) ☐ I (Financial Information – Small Plan) (3) ☐ A (Insurance Information) (4) ☒ C (Service Provider Information) (5) ☐ D (DFE/Participating Plan Information) (6) ☐ G (Financial Transaction Schedules)

Part III Form M-1 Compliance Information (to be completed by welfare benefit plans)

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2021 Form M-1 annual report. If the plan was not required to file the 2021 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code _____

SCHEDULE C (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Service Provider Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA). ▶ File as an attachment to Form 5500.	OMB No. 1210-0110
		2021
		This Form is Open to Public Inspection.
For calendar plan year 2021 or fiscal plan year beginning 01/01/2021 and ending 12/31/2021		
A Name of plan L&M FAMILY OF COMPANIES 401(K) AND PSP	B Three-digit plan number (PN) ▶	001
C Plan sponsor's name as shown on line 2a of Form 5500 L&M COMPANIES, INC.	D Employer Identification Number (EIN) 56-0811549	

Part I	Service Provider Information (see instructions)
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You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

- a** Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions)..... ☒ Yes ☐ No
- b** If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation
PRINCIPAL LIFE INSURANCE COMPANY
42-0127290

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, \$5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

PRINCIPAL LIFE INSURANCE COMPANY

42-0127290

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13 50 64	CONTRACT ADMINISTRATOR	37531	Yes ☒ No ☐	Yes ☒ No ☐	0	Yes ☐ No ☒

(a) Enter name and EIN or address (see instructions)

INVESTMENT RESEARCH & AD

58-1989031

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
27 50	INVESTMENT ADVISORY	32651	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

WELLS FARGO BANK, N.A.

94-1347393

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
15 18 21 50	RECORDKEEPER /BOOKKEEPER	16064	Yes ☒ No ☐	Yes ☒ No ☐	0	Yes ☐ No ☒

Part I Service Provider Information (continued)

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received \$1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	
(a) Enter service provider name as it appears on line 2	(b) Service Codes (see instructions)	(c) Enter amount of indirect compensation
(d) Enter name and EIN (address) of source of indirect compensation	(e) Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.	

Part II Service Providers Who Fail or Refuse to Provide Information

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide
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(a) Enter name and EIN or address of service provider (see instructions)	(b) Nature of Service Code(s)	(c) Describe the information that the service provider failed or refused to provide

Part III Termination Information on Accountants and Enrolled Actuaries (see instructions)
(complete as many entries as needed)

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

a Name:	b EIN:
c Position:	
d Address:	e Telephone:

Explanation:

SCHEDULE H (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Financial Information This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code). ► File as an attachment to Form 5500.	OMB No. 1210-0110 2021 This Form is Open to Public Inspection
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For calendar plan year 2021 or fiscal plan year beginning 01/01/2021 and ending 12/31/2021		
A Name of plan L&M FAMILY OF COMPANIES 401(K) AND PSP	B Three-digit plan number (PN)	001
C Plan sponsor's name as shown on line 2a of Form 5500 L&M COMPANIES, INC.	D Employer Identification Number (EIN) 56-0811549	

Part I	Asset and Liability Statement
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1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash.....	1a		
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	148808	36827
(2) Participant contributions.....	1b(2)	818	8697
(3) Other	1b(3)		
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)		
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	43312552	45373958
(14) Value of funds held in insurance company general account (unallocated contracts).....	1c(14)		
(15) Other.....	1c(15)		

		(a) Beginning of Year	(b) End of Year
1d	Employer-related investments:		
(1)	Employer securities.....	1d(1)	
(2)	Employer real property.....	1d(2)	
e	Buildings and other property used in plan operation	1e	
f	Total assets (add all amounts in lines 1a through 1e)	1f	43462178 45419482
Liabilities			
g	Benefit claims payable	1g	
h	Operating payables	1h	
i	Acquisition indebtedness.....	1i	
j	Other liabilities.....	1j	
k	Total liabilities (add all amounts in lines 1g through 1j)	1k	0 0
Net Assets			
l	Net assets (subtract line 1k from line 1f)	1l	43462178 45419482

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

		(a) Amount	(b) Total
Income			
a	Contributions:		
(1)	Received or receivable in cash from: (A) Employers	2a(1)(A)	652191
	(B) Participants	2a(1)(B)	1116316
	(C) Others (including rollovers).....	2a(1)(C)	178273
(2)	Noncash contributions.....	2a(2)	
(3)	Total contributions. Add lines 2a(1)(A) , (B) , (C) , and line 2a(2)	2a(3)	1946780
b	Earnings on investments:		
(1)	Interest:		
	(A) Interest-bearing cash (including money market accounts and certificates of deposit).....	2b(1)(A)	
	(B) U.S. Government securities	2b(1)(B)	
	(C) Corporate debt instruments	2b(1)(C)	
	(D) Loans (other than to participants)	2b(1)(D)	
	(E) Participant loans.....	2b(1)(E)	
	(F) Other	2b(1)(F)	
	(G) Total interest. Add lines 2b(1)(A) through (F)	2b(1)(G)	0
(2)	Dividends: (A) Preferred stock.....	2b(2)(A)	
	(B) Common stock	2b(2)(B)	
	(C) Registered investment company shares (e.g. mutual funds).....	2b(2)(C)	453143
	(D) Total dividends. Add lines 2b(2)(A) , (B) , and (C)	2b(2)(D)	453143
(3)	Rents	2b(3)	
(4)	Net gain (loss) on sale of assets: (A) Aggregate proceeds	2b(4)(A)	
	(B) Aggregate carrying amount (see instructions).....	2b(4)(B)	
	(C) Subtract line 2b(4)(B) from line 2b(4)(A) and enter result	2b(4)(C)	0
(5)	Unrealized appreciation (depreciation) of assets: (A) Real estate	2b(5)(A)	
	(B) Other	2b(5)(B)	
	(C) Total unrealized appreciation of assets. Add lines 2b(5)(A) and (B)	2b(5)(C)	0

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts.....	2b(6)		
(7) Net investment gain (loss) from pooled separate accounts.....	2b(7)		
(8) Net investment gain (loss) from master trust investment accounts.....	2b(8)		
(9) Net investment gain (loss) from 103-12 investment entities.....	2b(9)		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds).....	2b(10)		5286356
c Other income.....	2c		11232
d Total income. Add all income amounts in column (b) and enter total.....	2d		7697511
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers.....	2e(1)	5653962	
(2) To insurance carriers for the provision of benefits.....	2e(2)		
(3) Other.....	2e(3)		
(4) Total benefit payments. Add lines 2e(1) through (3).....	2e(4)		5653962
f Corrective distributions (see instructions).....	2f		
g Certain deemed distributions of participant loans (see instructions).....	2g		
h Interest expense.....	2h		
i Administrative expenses: (1) Professional fees.....	2i(1)		
(2) Contract administrator fees.....	2i(2)	37532	
(3) Investment advisory and management fees.....	2i(3)	16649	
(4) Other.....	2i(4)	32064	
(5) Total administrative expenses. Add lines 2i(1) through (4).....	2i(5)		86245
j Total expenses. Add all expense amounts in column (b) and enter total.....	2j		5740207
Net Income and Reconciliation			
k Net income (loss). Subtract line 2j from line 2d.....	2k		1957304
l Transfers of assets:			
(1) To this plan.....	2l(1)		
(2) From this plan.....	2l(2)		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) ☐ Unmodified (2) ☐ Qualified (3) ☒ Disclaimer (4) ☐ Adverse

b Check the appropriate box(es) to indicate whether the IQPA performed an ERISA section 103(a)(3)(C) audit. Check both boxes (1) and (2) if the audit was performed pursuant to both 29 CFR 2520.103-8 and 29 CFR 2520.103-12(d). Check box (3) if pursuant to neither.

(1) ☒ DOL Regulation 2520.103-8 (2) ☐ DOL Regulation 2520.103-12(d) (3) ☐ neither DOL Regulation 2520.103-8 nor DOL Regulation 2520.103-12(d).

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: MANDY GRIVNOVICS

(2) EIN: 56-0574444

d The opinion of an independent qualified public accountant is **not attached** because:

(1) ☐ This form is filed for a CCT, PSA, or MTIA. (2) ☐ It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l.

During the plan year:

a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.).....

	Yes	No	Amount
4a	X		8697

	Yes	No	Amount
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)			
4b		X	
c Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)			
4c		X	
d Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)			
4d		X	
e Was this plan covered by a fidelity bond?	X		500000
f Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?		X	
4f		X	
g Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?			
4g		X	
h Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?			
4h		X	
i Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	X		
4i	X		
j Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked and see instructions for format requirements.)			
4j		X	
k Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?			
4k		X	
l Has the plan failed to provide any benefit when due under the plan?			
4l		X	
m If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)			
4m		X	
n If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3.			
4n			
5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year?..... ☐ Yes ☒ No If "Yes," enter the amount of any plan assets that reverted to the employer this year _____.			
5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)			
5b(1) Name of plan(s)	5b(2) EIN(s)	5b(3) PN(s)	
5c Was the plan a defined benefit plan covered under the PBGC insurance program at any time during this plan year? (See ERISA section 4021 and instructions.) ☐ Yes ☐ No ☐ Not determined If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year _____.			

SCHEDULE R (Form 5500) Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Retirement Plan Information This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code). ► File as an attachment to Form 5500.	OMB No. 1210-0110 2021 This Form is Open to Public Inspection.
---	--	---

For calendar plan year 2021 or fiscal plan year beginning 01/01/2021 and ending 12/31/2021

A Name of plan L&M FAMILY OF COMPANIES 401(K) AND PSP	B Three-digit plan number (PN) ► 001
C Plan sponsor's name as shown on line 2a of Form 5500 L&M COMPANIES, INC.	D Employer Identification Number (EIN) 56-0811549

Part I	Distributions
---------------	----------------------

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions.....	1	0
2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits): EIN(s): 42-0127290 41-6257133		
Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.		
3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year	3	

Part II	Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)
----------------	---

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)?	☐ Yes	☐ No	☐ N/A
If the plan is a defined benefit plan, go to line 8.			
5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. Date: Month _____ Day _____ Year _____ If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.			
6 a Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived)	6a		
b Enter the amount contributed by the employer to the plan for this plan year	6b		
c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount)	6c		
If you completed line 6c, skip lines 8 and 9.			
7 Will the minimum funding amount reported on line 6c be met by the funding deadline?	☐ Yes	☐ No	☐ N/A
8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change?	☐ Yes	☐ No	☐ N/A

Part III	Amendments
-----------------	-------------------

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box.....	☐ Increase	☐ Decrease	☐ Both	☐ No
--	-----------------------------------	-----------------------------------	-------------------------------	-----------------------------

Part IV	ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.
----------------	---

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan?	☐ Yes	☐ No
11 a Does the ESOP hold any preferred stock?	☐ Yes	☐ No
b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.)	☐ Yes	☐ No
12 Does the ESOP hold any stock that is not readily tradable on an established securities market?	☐ Yes	☐ No

For Paperwork Reduction Act Notice, see the Instructions for Form 5500.

Schedule R (Form 5500) 2021
v. 201209

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

a Name of contributing employer

b EIN

c Dollar amount contributed by employer

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month _____ Day _____ Year _____

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) _____

(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify): _____

- 14** Enter the number of deferred vested and retired participants (inactive participants), as of the beginning of the plan year, whose contributing employer is no longer making contributions to the plan for:

a The current plan year. Check the box to indicate the counting method used to determine the number of inactive participants: ☐ last contributing employer ☐ alternative ☐ reasonable approximation (see instructions for required attachment).....

14a

b The plan year immediately preceding the current plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment).....

14b

c The second preceding plan year. ☐ Check the box if the number reported is a change from what was previously reported (see instructions for required attachment).....

14c

- 15** Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year.....

15a

b The corresponding number for the second preceding plan year

15b

- 16** Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year

16a

b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers.....

16b

- 17** If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment..... ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

- 18** If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment..... ☐

- 19** If the total number of participants is 1,000 or more, complete lines (a) through (c)

a Enter the percentage of plan assets held as:

Stock: _____% Investment-Grade Debt: _____% High-Yield Debt: _____% Real Estate: _____% Other: _____%

b Provide the average duration of the combined investment-grade and high-yield debt:

☐ 0-3 years ☐ 3-6 years ☐ 6-9 years ☐ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

c What duration measure was used to calculate line 19(b)?

☐ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify): _____

- 20 PBGC missed contribution reporting requirements.** If this is a multiemployer plan or a single-employer plan that is not covered by PBGC, skip line 20.

a Is the amount of unpaid minimum required contributions for all years from Schedule SB (Form 5500) line 40 greater than zero? ☐ Yes ☐ No

b If line 20a is "Yes," has PBGC been notified as required by ERISA sections 4043(c)(5) and/or 303(k)(4)? Check the applicable box:

☐ Yes.

☐ No. Reporting was waived under 29 CFR 4043.25(c)(2) because contributions equal to or exceeding the unpaid minimum required contribution were made by the 30th day after the due date.

☐ No. The 30-day period referenced in 29 CFR 4043.25(c)(2) has not yet ended, and the sponsor intends to make a contribution equal to or exceeding the unpaid minimum required contribution by the 30th day after the due date.

☐ No. Other. Provide explanation _____

**L&M FAMILY OF COMPANIES
401(k) AND PROFIT SHARING PLAN**

**FINANCIAL STATEMENTS AND
SUPPLEMENTAL SCHEDULES**

***As of December 31, 2021 and 2020 and
for the Year Ended December 31, 2021***

And Report of Independent Auditor

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN
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Report of Independent Auditor

To the Board of Trustees
L&M Family of Companies 401(k) and Profit-Sharing Plan
Raleigh, North Carolina

Scope and Nature of the ERISA Section 103(a)(3)(C) Audit

We have performed an audit of the accompanying financial statements of L&M Family of Companies 401(k) and Profit-Sharing Plan (the “Plan”), an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (“ERISA”), as permitted by ERISA Section 103(a)(3)(C). The financial statements comprise the statement of net assets available for benefits as of December 31, 2021, and the related statement of changes in net assets available for benefits for the year then ended, and the related notes to the financial statements.

Management, having determined it is permissible in the circumstances, has elected to have the audit of the Plan’s financial statements performed in accordance with ERISA Section 103(a)(3)(C) pursuant to 29 CFR 2520.103-8 of the Department of Labor’s (“DOL”) Rules and Regulations for Reporting and Disclosure under ERISA. As permitted by ERISA Section 103(a)(3)(C), our audit need not extend to any statements or information related to assets held for investment of the plan (“investment information”) by a bank or similar institution or insurance carrier that is regulated, supervised, and subject to periodic examination by a state or federal agency, provided that the statements or information regarding assets so held are prepared and certified to by the bank or similar institution or insurance carrier in accordance with 29 CFR 2520.103-5 of DOL’s Rules and Regulations for Reporting and Disclosure under ERISA (“qualified institution”).

Management has obtained certifications from qualified institutions as of and for the year ended December 31, 2021, stating that the certified investment information, as described in Note 3 to the financial statements, is complete and accurate.

Opinion on the 2021 Financial Statements

In our opinion, based on our audit and on the procedures performed as described in the *Auditor’s Responsibilities for the Audit of the 2021 Financial Statements* section:

- The amounts and disclosures in the financial statements referred to above, other than those agreed to or derived from the certified investment information, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.
- The information in the financial statements referred to above related to assets held by and certified to by qualified institutions agrees to, or is derived from, in all material respects, the information prepared and certified by institutions that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Basis for Opinion on the 2021 Financial Statements

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the *Auditor’s Responsibilities for the Audit of the 2021 Financial Statements* section of our report. We are required to be independent of the Plan and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our ERISA Section 103(a)(3)(C) audit opinion.

Responsibilities of Management for the 2021 Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management's election of the ERISA Section 103(a)(3)(C) audit does not affect management's responsibility for the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is also responsible for maintaining a current Plan instrument, including all plan amendments; administering the Plan; and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants, to determine the benefits due or which may become due to such participants.

Auditor's Responsibilities for the Audit of the 2021 Financial Statements

Except as described in the *Scope and Nature of the ERISA Section 103(a)(3)(C) Audit* section of our report, our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

Our audit did not extend to the certified investment information, except for obtaining and reading the certification, comparing the certified investment information with the related information presented and disclosed in the financial statements, and reading the disclosures relating to the certified investment information to assess whether they are in accordance with the presentation and disclosure requirements of accounting principles generally accepted in the United States of America.

Accordingly, the objective of an ERISA Section 103(a)(3)(C) audit is not to express an opinion about whether the financial statements as a whole are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

2021 Supplemental Schedules Required by ERISA

The supplemental schedules, Schedule of Delinquent Contributions – Form 5500, Schedule H, Form IV, Line 4a, and Schedule of Assets (Held at End of Year) – Form 5500, Schedule H, Part IV, Line 4i as of December 31, 2021, are presented for purposes of additional analysis and are not a required part of the financial statements but are supplementary information required by DOL's Rules and Regulations for Reporting and Disclosure under ERISA. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information included in the supplemental schedules, other than that agreed to or derived from the certified investment information, has been subjected to auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with generally accepted auditing standards. For information included in the supplemental schedule that agreed to or is derived from the certified investment information, we compared such information to the related certified investment information.

In forming our opinion on the supplemental schedules, we evaluated whether the supplemental schedules, other than the information agreed to or derived from the certified investment information, including its form and content, are presented in conformity with DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

In our opinion:

- The form and content of the supplemental schedules, other than the information in the supplemental schedules that agreed to or is derived from the certified investment information, is presented, in all material respects, in conformity with DOL's Rules and Regulations for Reporting and Disclosure under ERISA.
- The information in the supplemental schedules related to assets held by and certified to by a qualified institution agrees to or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

Auditor's Report on the 2020 Financial Statements

We were engaged to audit the 2020 financial statements of L&M Family of Companies 401(k) and Profit Sharing Plan (the "Plan"). As permitted by 29 CFR 2520.103-8 of DOL's Rules and Regulations for Reporting and Disclosure under ERISA, the Plan administrator instructed us not to perform and we did not perform any auditing procedures with respect to the information certified by a qualified institution. In our report dated August 1, 2022, we indicated that (a) because of the significance of the information we did not audit, we were not able to obtain sufficient, appropriate audit evidence to provide a basis for an audit opinion and, accordingly, we did not express an opinion on the 2020 financial statements, and (b) the form and content of the information included in the 2020 financial statements, other than that derived from the certified information, were presented in compliance with DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

Cherry Bekaert LLP

Charlotte, North Carolina
February 15, 2023

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN
STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS

DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Investments, at Fair Value:		
Money market fund	\$ 4,425,149	\$ 5,163,720
Mutual funds	<u>40,948,809</u>	<u>38,148,850</u>
Total Investments, at Fair Value	<u>45,373,958</u>	<u>43,312,570</u>
Receivables:		
Participants contribution	8,697	818
Employer contribution	<u>49,702</u>	<u>148,808</u>
Total Receivables	<u>58,399</u>	<u>149,626</u>
Net Assets Available for Benefits	<u><u>\$ 45,432,357</u></u>	<u><u>\$ 43,462,196</u></u>

The accompanying notes to the financial statements are an integral part of these statements.

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN
STATEMENT OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

YEAR ENDED DECEMBER 31, 2021

Additions to net assets attributed to:

Investment Income:

Dividends and interest	\$ 453,143
Net appreciation in fair value of investments	<u>5,297,588</u>
Net Investment Income	<u>5,750,731</u>

Contributions:

Participants	1,116,316
Employer	665,066
Rollovers	<u>178,273</u>
Total Contributions	<u>1,959,655</u>
Total Additions	<u>7,710,386</u>

Deductions from net assets attributed to:

Benefit payments	5,653,962
Administrative expenses	<u>86,263</u>
Total Deductions	<u>5,740,225</u>

Net increase	1,970,161
Net assets available for benefits, beginning of year	<u>43,462,196</u>
Net assets available for benefits, end of year	<u><u>\$ 45,432,357</u></u>

The accompanying notes to the financial statements are an integral part of these statements.

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

Note 1—Description of the Plan

The following description of the L&M Family of Companies 401(k) and Profit Sharing Plan (the “Plan”) (formerly L&M Companies, Inc. Profit Sharing and 401(k) Plan) provides general information. Participants should refer to the Plan Agreement for a more complete description of the Plan’s provisions.

General – The Plan is a defined contribution plan covering substantially all full-time employees of L&M Companies, Inc. (“LMCO”) and subsidiaries. The Plan was amended effective January 1, 2020 to become a multi-employer Plan that also covers substantially all full-time employees of LMCO; L&M Transportation Services, Inc. (“LMTS”); L&M Farms of Colorado LLC; L&M Farms of Georgia LLC; L&M Farms of South Florida LLC; L&M Farms of North Florida LLC; L&M Warehouse and Packing of North Florida LLC; L&M Warehouse and Packing of Georgia LLC; L&M Warehouse and Packing of Colorado LLC; L&M Warehouse and Packing of South Florida LLC; L&M Farms, Inc; L&M Warehouse and Packing, Inc (collectively, “Farms and Warehouse”), (collectively, the “Companies”). Employees who have completed 90 days of service as defined in the Plan Agreement and attained the age of 21 are eligible to participate in the Plan. Eligible participants are automatically enrolled in the Plan on the first day of the quarter following completion of such service. Participants are eligible for matching contributions after one year of service. The Plan has been designed to qualify as a safe harbor 401(k) Plan. The Companies will contribute and allocate safe harbor contributions to each participant’s account during the year. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”).

Contributions – The automatic deferral percentage is 6% of LMCO and LMTS participants’ eligible compensation upon meeting the eligibility provisions. There is no automatic deferral for Farms and Warehouse employees. Employees may opt out of Plan participation at any time. Participants may defer up to 75% of their eligible compensation as defined by the Plan’s provisions. The Plan permits LMCO and LMTS participants to receive a safe harbor matching contribution and an additional discretionary employer matching contribution. Each Plan year, LMCO and LMTS participants will receive a safe harbor contribution equal to 5% of participant’s eligible compensation for the year, and this contribution will be 100% vested at all times. For the year ended December 31, 2021, LMCO and LMTS participants received \$0 and \$652,191 in additional discretionary employer matching contributions and safe harbor matching contributions, respectively. Farms and Warehouse participants are not eligible for safe harbor matching or additional discretionary employer matching contributions. The Farms and Warehouse companies may elect to make a discretionary employer contribution. Discretionary employer contributions to Farms and Warehouse participants totaled \$12,875 for the year ended December 31, 2021. There were no discretionary profit-sharing contributions for the year ended December 31, 2021. Contributions are subject to certain Internal Revenue Service (“IRS”) limitations. Rollovers and transfers from other qualified plans are permitted.

Participant Accounts – Each participant’s account is credited with the participant’s contribution including any rollover amounts from qualified plans and allocations of (a) Company discretionary employer matching contributions (b) the Company’s safe harbor and discretionary profit-sharing contributions, and (c) Plan earnings (losses) and charged with the participant’s distributions and allocations of administrative expenses not paid by the Company. Allocations are based on participant earnings or account balances, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant’s vested account.

Investment Options – Participants may direct contributions to selected investments as made available and determined by the Plan administrator. Participants may change their investment options at any time throughout the year via direct phone and internet access to the third party administrator.

Payment of Benefits – Benefits are payable upon termination of employment, death, disability, retirement, or a proven financial hardship. The Plan will allow an in-service distribution on account of hardship if certain criteria are met. If the value of the participant’s vested benefit is less than or equal to \$5,000 (excluding amounts attributable to rollovers), the Plan will distribute the vested account balance within a reasonable time after termination of employment. If the value of the participant’s vested benefit is greater than \$5,000, distributions may be requested upon reaching age 59½ or after 30 months have elapsed since termination of employment.

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

Note 1—Description of the Plan (continued)

Vesting – Participants are vested immediately in their contributions and the Company's safe harbor contributions. Vesting in the Company's discretionary matching and profit-sharing contributions is based on years of continuous service as listed below.

Years of Service	Vesting Percentage
Less than two years	0%
Two years	20%
Three years	40%
Four years	60%
Five years	80%
Six years or more	100%

Forfeited Accounts – At December 31, 2021 and 2020, there were \$27,573 and \$9,676 forfeited nonvested accounts, respectively. These accounts will be used to reduce future Company employer discretionary or safe harbor match contributions or qualified Plan expenses. For the year ended December 31, 2021, forfeitures of \$18,286 were used to reduce the Company's employer contributions during the year.

Note 2—Summary of significant accounting policies

Basis of Presentation – The accompanying financial statements of the Plan are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") under the accrual method of accounting.

Use of Estimates – The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, and disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Investment Valuation and Income Recognition – The Plan's investments are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See *Note 4 – Fair value measurements* for further descriptions of the valuation methodology.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation includes the Plan's gains and losses on investments bought and sold as well as held during the year.

Risks and Uncertainties – The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect participants' account balances and the amounts reported in the statements of net assets available for benefits.

Payment of Benefits – Benefits are recorded when paid. As of December 31, 2021 and 2020, there were no benefit payments requested and not yet disbursed.

Administrative Expenses – Unless stated otherwise, Plan administration expenses are generally paid by the Plan.

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

Note 3—Information certified by the qualified institutions (unaudited)

The Plan administrator has elected the method of annual reporting compliance permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Accordingly, Wells Fargo Bank, N.A., the Trustee of the Plan as of December 31, 2020 and for the period January 1, 2021 through April 30, 2021, and Principal Trust Company, the Trustee of the Plan as of December 31, 2021 and for the period May 1, 2021 through December 31, 2021, have certified that the following data included in the accompanying financial statements and supplementary schedule is complete and accurate:

- Investments, at fair value as shown in the statements of net assets available for benefits as of December 31, 2021 and 2020.
- Dividends and interest income and net appreciation in fair value of investments, as shown in the statement of changes in net assets available for benefits for the year ended December 31, 2021.
- Schedule of Assets (Held at End of Year) – Form 5500, Schedule H, Part IV, Line 4i as of December 31, 2021.

The Plan's independent auditors did not perform auditing procedures with respect to this information, except for comparing such information to the related information included in the financial statements and supplemental schedule of assets (held at end of year).

Note 4—Fair value measurements

U.S. GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction value hierarchy which requires an entity to maximize the use of observable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date;

Level 2 – Inputs to the valuation methodology are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies; and

Level 3 – Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

Note 4—Fair value measurements (continued)

There have been no changes in the methodologies used at December 31, 2021 and 2020. Following is a description of the valuation methodologies used for assets measured at fair value.

Money Market Fund – These investments are valued in accordance with Rule 2a-7 of the Investment Company Act of 1940 at amortized cost, which approximates fair value. Under the amortized cost method, discount or premium is amortized on a constant basis to the maturity of the security. These investments are classified within Level 2 of the valuation hierarchy.

Mutual Funds – These investments are public investment vehicles valued using the net asset value (“NAV”) provided by the administrator of the fund. NAV is based on the value of the underlying assets owned by the fund, minus its liabilities, and then divided by the number of shares outstanding. NAV is a quoted price in an active market and classified within Level 1 of the valuation hierarchy.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Assets at Fair Value as of December 31, 2021				
	Level 1	Level 2	Level 3	Total
Money market fund	\$ -	\$ 4,425,149	\$ -	\$ 4,425,149
Mutual funds	40,948,809	-	-	40,948,809
Total assets at fair value	\$ 40,948,809	\$ 4,425,149	\$ -	\$ 45,373,958

Assets at Fair Value as of December 31, 2020				
	Level 1	Level 2	Level 3	Total
Money market fund	\$ -	\$ 5,163,720	\$ -	\$ 5,163,720
Mutual funds	38,148,850	-	-	38,148,850
Total assets at fair value	\$ 38,148,850	\$ 5,163,720	\$ -	\$ 43,312,570

Note 5—Party-in-interest transactions

Fees paid for Trustee, recordkeeping, and administrative services totaled \$53,595 for the year ended December 31, 2021. Certain Plan investments are managed by the Trustee; therefore, these transactions qualify as party-in-interest transactions.

A party-in-interest provided investment advisory services for the Plan and expenses totaled \$32,668 for the year ended December 31, 2021.

Note 6—Plan termination

Although it has not expressed any intent to do so, the Company has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA. In the event of Plan termination, participants will become 100% vested in their account balances.

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

Note 7—Tax status

On March 31, 2014, the IRS stated that the prototype plan adopted by the Plan, as then designed, qualifies under Section 401 of the Internal Revenue Code ("IRC"). The prototype plan has been amended since receiving the determination letter. The Plan has not received a determination letter specific to the Plan itself; however, the Plan administrator and Plan management believe the Plan is currently designed and being operated in compliance with the applicable requirements of the IRC. Therefore, no provision for income taxes has been included in the Plan's financial statements.

U.S. GAAP requires Plan management to evaluate tax positions taken by the Plan and recognize a tax liability (or asset) if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS. Plan management has analyzed the tax positions taken by the Plan and has concluded that as of December 31, 2021 and 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a tax liability (or asset) or disclosure in the financial statements. The Plan is subject to audit by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Note 8—Reconciliation of financial statements to Form 5500

The following is a reconciliation of net assets available for benefits per the financial statements to Form 5500 as of December 31:

	2021	2020
Net assets available for benefits per the financial statements	\$ 45,432,357	\$ 43,462,196
Employer contributions	(12,875)	-
Net assets available for benefits per the Form 5500	<u>\$ 45,419,482</u>	<u>\$ 43,462,196</u>

The following is a reconciliation of the net increase in net assets available for benefits per the financial statements to Form 5500 for the year ended December 31, 2021:

Net increase per the financial statements	\$ 1,970,161
Employer contributions	(12,875)
Other	18
Net increase per Form 5500	<u>\$ 1,957,304</u>

Note 9—Subsequent events

In accordance with U.S. GAAP related to subsequent events, the Plan has evaluated all events subsequent through February 15, 2023, the date these financial statements were available to be issued.

Effective July 31, 2022, the Plan was amended and restated to incorporate previous plan amendments.

SUPPLEMENTAL SCHEDULES

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN
SCHEDULE OF DELINQUENT CONTRIBUTIONS
 FORM 5500, SCHEDULE H, PART IV, LINE 4a
 EIN: 56-0811549, PLAN NUMBER: 001

DECEMBER 31, 2021

Pay Date	Participant Contributions Transferred Late to the Plan	Check Here if Late Participant Loan Repayment are Included	Contributions Not Corrected	Contributions Corrected Outside Voluntary Fiduciary Correction Program	Contributions Pending Correction in Voluntary Fiduciary Correction Program	Totally Fully Corrected Under Voluntary Fiduciary Correction Program and PTE 2002-51
12/1/2017	\$ 8,697		\$ -	\$ 8,697	\$ -	\$ -
	\$ 8,697		\$ -	\$ 8,697	\$ -	\$ -

L&M FAMILY OF COMPANIES 401(k) AND PROFIT SHARING PLAN
SCHEDULE OF ASSETS (HELD AT END OF YEAR)
 FORM 5500, SCHEDULE H, PART IV, LINE 4i
 EIN: 56-0811549, PLAN NUMBER: 001

DECEMBER 31, 2021

(a)	(b)	(c)	(e)
	Identity of Issue, Borrower, Lessor, or Similar Party	Description of Investment, Including Maturity Date, Interest Rate, Collateral, Par, or Maturity Value	Current Value
	Money Market Fund:		
	Vanguard	Money Market Investment Fund	\$ 4,425,149
	Mutual Funds:		
	Champlain Funds	Champlain Mid Cap Instl Fd	2,020,070
	Columbia Funds	Columbia Mid Cap Index I2 Fund	1,183,723
	Columbia Funds	Columbia Small Cap Index I2 Fd	1,451,651
	Dodge and Cox Funds	Dodge & Cox Income Fund	2,302,279
	Dodge and Cox Funds	Dodge & Cox Intl Stock Fund	1,743,924
	Fidelity Investments	Fidelity International Idx Fd	1,565,015
	Fidelity Investments	Fidelity US Bond Index Fund	2,192,890
	Franklin Templeton Investments	Franklin Small Cap Value R6 Fd	1,640,282
	JP Morgan Funds	JP Morgan Equity Income R6 Fd	5,146,195
	Legg Mason	ClearBridge Intl Grwth I Fd	1,954,217
	Meridian	Meridian Sml Cp Grwth Instl Fd	1,916,653
	Metropolitan Life Insurance Co	Metro West Ttl Rtn Bd I Fund	2,940,315
	MFS Investment Management	MFS Growth R6 Fund	4,153,903
	Oppenheimer	Inv Dev Mark R6 Fd	1,912,092
	Vanguard Group	Vanguard PRIMECAP Core Inv Fd	3,440,898
	Vanguard Group	Vanguard 500 Index Admiral Fd	3,937,895
	Victory Sycamore	Victory Sycamore Est Val R6 Fd	1,446,807
	Total Mutual Funds		40,948,809
	Total Assets (Held at End of Year)		\$ 45,373,958

Column (d), cost of investments, is not applicable as these are participant-directed investments.

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☐ **New Plan.**

☒ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 1972 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☒ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☐ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
_____	☐	☐	_____	_____
_____	☐	☐	_____	_____

Participating Employer: L&M Companies, Inc.

Date: 23-DEC-2019

Signed: [Signature]

JONATHAN C OXFORD / CEO
[print name/title]

Participating Employer's TIN: 56-0811549

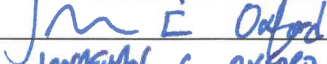
Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed: 

Signed: _____

Jonathan C Oxford / CEO
[print name/title]

[print name/title]

ADOPTING RESOLUTION

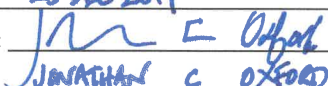
The undersigned authorized representative of L&M Companies, Inc. (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Companies, Inc., a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Companies, Inc.

Date: 23-DEC-2019

Signed: 

JONATHAN C OXFORD / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020, originally July 1, 1981 for the L&M Transportation Services, Inc. 401(k) Profit Sharing Plan that merged into this Plan on January 1, 2020 and January 1, 1998 for the L&M Transportation Money Purchase Pension Plan that merged into the L&M Transportation Services, Inc. 401(k) Profit Sharing Plan on December 31, 2001. (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☒ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

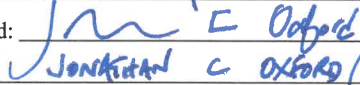
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☐ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
_____	☐	☐	_____	_____
_____	☐	☐	_____	_____

Participating Employer: L&M Transportation Services, Inc.

Date: 23-DEC-2019

Signed:  Jonathan C. Oxford

[print name/title]

Participating Employer's TIN: 56-1176619

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed:  Oxford

Signed: _____

JONATHAN C OXFORD / CEO
[print name/title]

[print name/title]

ADOPTING RESOLUTION

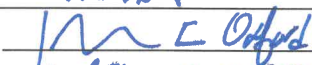
The undersigned authorized representative of L&M Transportation Services, Inc. (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Transportation Services, Inc., a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Transportation Services, Inc.

Date: 23-DEC-2019

Signed: 

Jonathan C. Oxford / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Farms of Georgia LLC

Date: 23. DEC. 2019

Signed: _____

JONATHAN C OXFORD
[Signature]

[print name/title]

Participating Employer's TIN: 30-0682097

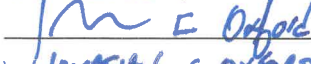
Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed:  Jonathan C. Oxford

Signed: _____

Jonathan C. Oxford / CEO
[print name/title]

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Farms of Georgia LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Farms of Georgia LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Farms of Georgia LLC

Date: 23-DEC-2019

Signed: [Signature]

JONATHAN C OXFORD / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

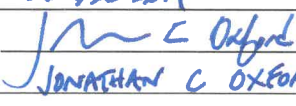
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Farms of South Florida LLC

Date: 23-DEC-2019

Signed: 
JONATHAN C OXFORD / CEO
[print name/title]

Participating Employer's TIN: 30-0712236

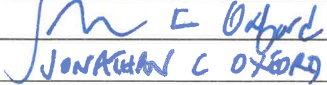
Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed: 

Signed: _____

JONATHAN C OXFORD / CEO

[print name/title]

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Farms of South Florida LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Farms of South Florida LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Farms of South Florida LLC

Date: 23-DEC-2019

Signed: _____

J C Oxford

JONATHAN C OXFORD / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

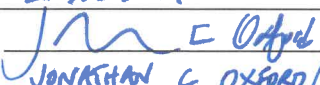
Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Farms of North Florida LLC
Date: 23-Dec-2019
Signed:  Jonathan C. Oxford / CEO
[print name/title]

Participating Employer's TIN: 32-0363942

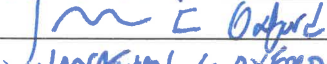
Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed: 

Signed: _____

JONATHAN L OXFORD / CEO
[print name/title]

[print name/title]

ADOPTING RESOLUTION

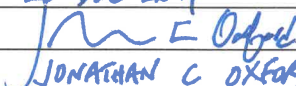
The undersigned authorized representative of L&M Farms of North Florida LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23 Dec 2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Farms of North Florida LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Farms of North Florida LLC

Date: 23 DEC 2019

Signed: 

JONATHAN C OXFORD/CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

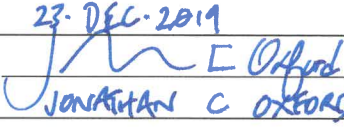
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse and Packing of North Florida LLC

Date: 23 DEC 2019

Signed:  E Oxford
JONATHAN C OXFORD / CEO
[print name/title]

Participating Employer's TIN: 35-2432447

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23 DEC 2019

Signed: 

JONATHAN C OXFORD / CEO

[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Warehouse and Packing of North Florida LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse and Packing of North Florida LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse and Packing of North Florida LLC

Date: 23-DEC-2019

Signed: _____

NATHAN C OXFORD/CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

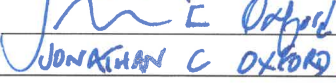
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse and Packing of Georgia LLC

Date: 23-DEC-2019

Signed:  JONATHAN C OXFORD / CEO
[print name/title]

Participating Employer's TIN: 80-0722128

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23-Dec-2019

Signed: [Signature]

JONATHAN C OXFORD / CEO
[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Warehouse and Packing of Georgia LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse and Packing of Georgia LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse and Packing of Georgia LLC

Date: 23-DEC-2019

Signed: J. C. Oxford

JONATHAN C OXFORD/CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse and Packing of Colorado LLC

Date: 23 DEC 2019

Signed: [Signature]

Jonathan C Oxford/CEO

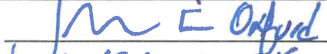
[print name/title]

Participating Employer's TIN: 36-4719660

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23 DEC 2019

Signed: 

JONATHAN C OXFORD / CEO
[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

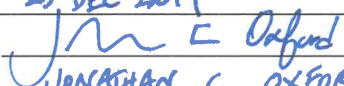
The undersigned authorized representative of L&M Warehouse and Packing of Colorado LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse and Packing of Colorado LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse and Packing of Colorado LLC

Date: 23-DEC-2019

Signed: 

JONATHAN C OXFORD/CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse and Packing of South Florida LLC

Date: 23 DEC 2019

Signed: [Signature]

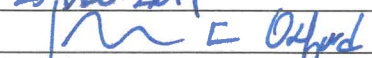
JONATHAN C OXFORD/CEO
[print name/title]

Participating Employer's TIN: 35-2432156

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23-DEC-2019

Signed: 

JONATHAN C OXFORD / CEO
[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Warehouse and Packing of South Florida LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23 DEC 2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse and Packing of South Florida LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse and Packing of South Florida LLC

Date: 23 DEC 2019

Signed: JONATHAN C OXFORD / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Farms, Inc

Date: 23 DEC 2019

Signed: _____

JONATHAN C OXFORD / CEO

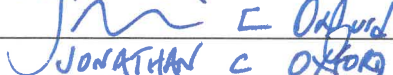
[print name/title]

Participating Employer's TIN: 59-2349691

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23 DEC 2019

Signed:  E Oxford

JONATHAN C OXFORD / CEO

[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

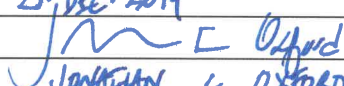
The undersigned authorized representative of L&M Farms, Inc (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23. DEC. 2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Farms, Inc, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Farms, Inc

Date: 23. DEC. 2019

Signed:  [print name/title]
Jonathan C. Oxford / CEO

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse & Packaging, Inc

Date: 23 Dec 2019

Signed: [Signature]

JONATHAN C OXFORD/CEO

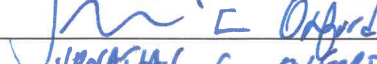
[print name/title]

Participating Employer's TIN: 56-2061842

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23. DEC. 2019

Signed:  Jonathan C Oxford

JONATHAN C OXFORD / CEO

[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

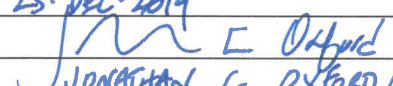
The undersigned authorized representative of L&M Warehouse & Packaging, Inc (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23. DEC. 2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse & Packaging, Inc, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse & Packaging, Inc

Date: 23. DEC. 2019

Signed:  E Oxford

JONATHAN C OXFORD / CEO
[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☐ **New Plan.**

☒ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 1972 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☒ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☐ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
_____	☐	☐	_____	_____
_____	☐	☐	_____	_____

Participating Employer: L&M Companies, Inc.

Date: 23-DEC-2019

Signed: [Signature]

JONATHAN C OXFORD / CEO
[print name/title]

Participating Employer's TIN: 56-0811549

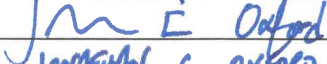
Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed: 

Signed: _____

Jonathan C Oxford / CEO
[print name/title]

[print name/title]

ADOPTING RESOLUTION

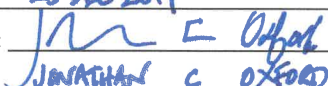
The undersigned authorized representative of L&M Companies, Inc. (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Companies, Inc., a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Companies, Inc.

Date: 23-DEC-2019

Signed: 

JONATHAN C OXFORD / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020, originally July 1, 1981 for the L&M Transportation Services, Inc. 401(k) Profit Sharing Plan that merged into this Plan on January 1, 2020 and January 1, 1998 for the L&M Transportation Money Purchase Pension Plan that merged into the L&M Transportation Services, Inc. 401(k) Profit Sharing Plan on December 31, 2001. (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☒ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

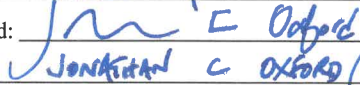
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☐ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
_____	☐	☐	_____	_____
_____	☐	☐	_____	_____

Participating Employer: L&M Transportation Services, Inc.

Date: 23-DEC-2019

Signed:  Jonathan C. Oxford

[print name/title]

Participating Employer's TIN: 56-1176619

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed:  Oxford

Signed: _____

JONATHAN C OXFORD / CEO
[print name/title]

[print name/title]

ADOPTING RESOLUTION

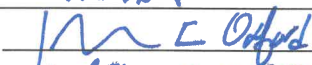
The undersigned authorized representative of L&M Transportation Services, Inc. (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Transportation Services, Inc., a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Transportation Services, Inc.

Date: 23-DEC-2019

Signed: 

Jonathan C. Oxford / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Farms of Georgia LLC

Date: 23. DEC. 2019

Signed: _____

JONATHAN C OXFORD
[Signature]

[print name/title]

Participating Employer's TIN: 30-0682097

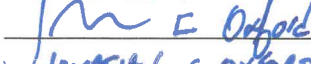
Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed:  Jonathan C. Oxford

Signed: _____

Jonathan C. Oxford / CEO
[print name/title]

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Farms of Georgia LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Farms of Georgia LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Farms of Georgia LLC

Date: 23-DEC-2019

Signed: [Signature]

JONATHAN C OXFORD / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

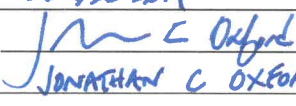
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Farms of South Florida LLC

Date: 23-DEC-2019

Signed:  JONATHAN C OXFORD / CEO
[print name/title]

Participating Employer's TIN: 30-0712236

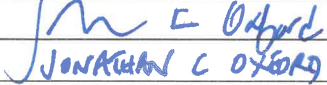
Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed: 

Signed: _____

JONATHAN C OXFORD / CEO

[print name/title]

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Farms of South Florida LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Farms of South Florida LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Farms of South Florida LLC

Date: 23-DEC-2019

Signed: _____

J C Oxford

JONATHAN C OXFORD / CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

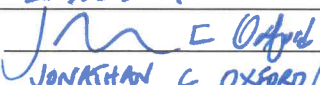
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Farms of North Florida LLC

Date: 23-Dec-2019

Signed: 

JONATHAN C OXFORD/CEO
[print name/title]

Participating Employer's TIN: 32-0363942

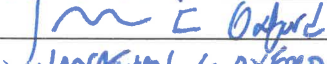
Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: 23-DEC-2019

Date: _____

Signed: 

Signed: _____

JONATHAN L OXFORD / CEO
[print name/title]

[print name/title]

ADOPTING RESOLUTION

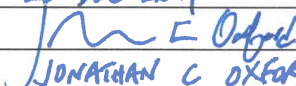
The undersigned authorized representative of L&M Farms of North Florida LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23 Dec 2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Farms of North Florida LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Farms of North Florida LLC

Date: 23 DEC 2019

Signed: 

JONATHAN C OXFORD/CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

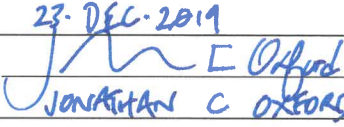
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse and Packing of North Florida LLC

Date: 23 DEC 2019

Signed:  E Oxford
JONATHAN C OXFORD / CEO
[print name/title]

Participating Employer's TIN: 35-2432447

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23 DEC 2019

Signed: 

JONATHAN C OXFORD / CEO

[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Warehouse and Packing of North Florida LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse and Packing of North Florida LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse and Packing of North Florida LLC

Date: 23-DEC-2019

Signed: _____

NATHAN C OXFORD/CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

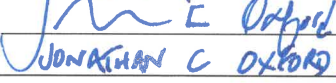
[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse and Packing of Georgia LLC

Date: 23-DEC-2019

Signed:  JONATHAN C OXFORD / CEO
[print name/title]

Participating Employer's TIN: 80-0722128

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23-Dec-2019

Signed: [Signature]

JONATHAN C OXFORD / CEO
[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Warehouse and Packing of Georgia LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse and Packing of Georgia LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse and Packing of Georgia LLC

Date: 23-DEC-2019

Signed: J. C. Oxford

JONATHAN C OXFORD/CEO
[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse and Packing of Colorado LLC

Date: 23 DEC 2019

Signed: [Signature]

Jonathan C Oxford/CEO

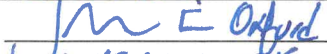
[print name/title]

Participating Employer's TIN: 36-4719660

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23 DEC 2019

Signed: 

JONATHAN C OXFORD / CEO
[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

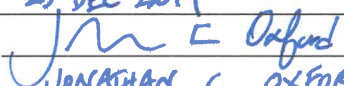
The undersigned authorized representative of L&M Warehouse and Packing of Colorado LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23-DEC-2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse and Packing of Colorado LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse and Packing of
Colorado LLC

Date: 23-DEC-2019

Signed: 

JONATHAN C OXFORD/CEO

[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse and Packing of South Florida LLC

Date: 23 DEC 2019

Signed: [Signature]

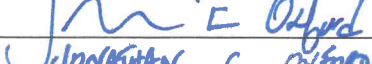
JONATHAN C OXFORD/CEO
[print name/title]

Participating Employer's TIN: 35-2432156

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23-DEC-2019

Signed: 

JONATHAN C OXFORD / CEO
[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

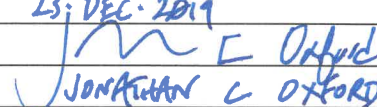
The undersigned authorized representative of L&M Warehouse and Packing of South Florida LLC (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23 DEC 2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse and Packing of South Florida LLC, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse and Packing of South Florida LLC

Date: 23 DEC 2019

Signed: 

JONATHAN C OXFORD / CEO
[print name/title]

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Farms, Inc

Date: 23 DEC 2019

Signed: _____

JONATHAN C OXFORD / CEO

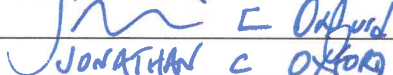
[print name/title]

Participating Employer's TIN: 59-2349691

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23 DEC 2019

Signed:  E Oxford

JONATHAN C OXFORD / CEO

[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

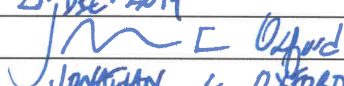
The undersigned authorized representative of L&M Farms, Inc (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23. DEC. 2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Farms, Inc, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Farms, Inc

Date: 23. DEC. 2019

Signed:  [print name/title]
Jonathan C. Oxford / CEO

PARTICIPATION AGREEMENT (1.24(D))
[Volume Submitter Adoption Agreement]

[Note: Each Participating Employer must execute a separate Participation Agreement, the terms of which control as to that Participating Employer. If the Plan is a Multiple Employer Plan under Article XII, a Participating Employer may be a Related Employer or an Employer which is not a Related Employer. Under a Multiple Employer Plan, if the Lead Employer will contribute to the Plan for its own Employees, the Lead Employer should execute a Participation Agreement. See Section 12.02(B).]

Agreement as to Signatory/Lead Employer control. The undersigned Related Employer (or non-Related Employer if this Plan is a Multiple Employer Plan), by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in the foregoing Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the Elections as made by the Signatory/Lead Employer except as otherwise indicated below. *The Participating Employer also hereby consents to the Signatory/Lead Employer's sole authority (without further signature or other action by the Participating Employer) to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Sections 1.24(A) and 12.11 as applicable.*

Plan Status. (Choose one.):

☒ **New Plan.**

☐ **Restated Plan.**

Initial Effective Date of Plan. (enter date)

☒ January 1, 2020 (hereinafter called the "Effective Date" unless Restatement Effective Date is entered below)

Restatement Effective Date. (If this is an amendment and restatement, enter effective date of the restatement.)

☐ _____ (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.) (hereinafter called the "Effective Date")

[Note: Unless otherwise noted, if the Participating Employer is adopting this Plan as a PPA restated Plan, the restated Effective Date is the date specified in Election 4 on the Adoption Agreement or the Participating Employer's original Effective Date, whichever is later. Where the Participating Employer is restating its Plan, the Participating Employer may wish to execute this Participation Agreement even if the prior version of the Plan accorded to the Signatory/Lead Employer the authority to make Plan amendments on behalf of Participating Employers without Participating Employer signature or approval.]

Different elections or special Effective Dates. (Choose one.):

☐ **None.** There are no different elections or special Effective Dates which apply to the Participating Employer.

[Note: The Employer should elect "none" above only if the Adoption Agreement elections and Effective Dates (other than the above Effective Dates in this Participation Agreement) are the same for the Participating Employer and the Signatory/Lead Employer. If different elections or Effective Dates apply, the Employer should elect "applies" below.]

☒ **Applies.** As to the Participating Employer, the following elections apply (or do not apply) which are different (or have different Effective Dates) than the elections applicable to the Signatory/Lead Employer:

<u>Election number</u>	<u>Applies</u>	<u>Does not apply</u>	<u>Completion of election blanks (as necessary)</u>	<u>Effective Date</u>
<u>8(j)</u>	☒	☐	_____	<u>January 1, 2020</u>
<u>21; 30 (e)(1) & (3); and 42(c)</u>	☐	☒	_____	<u>January 1, 2020</u>

Participating Employer: L&M Warehouse & Packaging, Inc

Date: 23 Dec 2019

Signed: [Signature]

JONATHAN C OXFORD/CEO

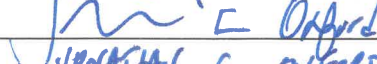
[print name/title]

Participating Employer's TIN: 56-2061842

Acceptance by Signatory/Lead Employer and Trustee/Custodian.

Signatory/Lead Employer: L&M Companies, Inc.

Date: 23. DEC. 2019

Signed:  Jonathan C Oxford

JONATHAN C OXFORD / CEO

[print name/title]

Trustee(s)/Custodian(s): Wells Fargo Bank, N.A.

Date: _____

Signed: _____

[print name/title]

ADOPTING RESOLUTION

The undersigned authorized representative of L&M Warehouse & Packaging, Inc (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 23. DEC. 2019, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of the Participation Agreement of L&M Warehouse & Packaging, Inc, a Participating Employer, which evidences the adoption of the amended 401(k) Profit Sharing Plan and Trust sponsored by L&M Companies, Inc., the Signatory/Lead Employer, is hereby approved and adopted and that an authorized representative of the Participating Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Participation Agreement.

RESOLVED, that the Signatory/Lead Employer retains sole authority to amend, to restate or to terminate the Plan, to terminate the Participating Employer's participation in the Plan, and to take certain other actions, in accordance with Section 1.24(A), without further signature or other action by the Participating Employer.

Participating Employer: L&M Warehouse & Packaging, Inc

Date: 23. DEC. 2019

Signed: [Signature] E Oxford

JONATHAN C OXFORD / CEO
[print name/title]