Summary of Material Modifications

Plan ID 716127

SUMMARY OF MATERIAL MODIFICATIONS
TO THE

The Dean Team 401k Retirement & Savings Plan (the "Plan")

This is a Summary of Material Modifications regarding the Plan named above. This Summary of Material Modifications supplements the Summary Plan Description ("SPD") previously provided to you and provides a brief explanation of an amendment that has been made to the plan. If you do not have a copy of the SPD for the Plan, you can obtain a copy by contacting the Plan Administrator. This Summary of Material Modifications should be attached to your copy of the SPD and kept in a convenient place for future reference.

As of the effective date indicated below, the Plan has been amended as follows:

Description:	**Change:**	**Effective Date:**
Effective Date of this amendment and restatement	01/01/2013	January 1, 2013
Minimum Service for Participation	After completing one Year of Eligibility Service.	January 1, 2013
Safe Harbor 401(k) Plan	Safe Harbor 401(k) Plan is elected.	January 1, 2013
Matching Contributions Amount of Contribution	ADP Test Safe Harbor Contribution (flat percentage): Matching Contribution equals 100% on the first 4% of Participant's Compensation which is deferred as an Elective Deferral.	January 1, 2013
Matching Contributions: For Safe Harbor Plans ONLY.	On a payroll-by-payroll basis.	January 1, 2013
Employees Eligible for Nonelective Contributions	Allocated to Eligible Employees, whether or not Eligible Employees on the last day of the Plan Year.	January 1, 2013

1 SAFE HARBOR EMPLOYEE NOTICE

If notice has been delivered electronically, the employee may request a written paper notice that must be provided at no charge.

To: **All employees of Dick Dean Economy Cars, Inc. (the "Company") and participating affiliates, if any eligible for the The Dean Team 401k Retirement & Savings Plan (the "Plan")**

From: **Dick Dean Economy Cars, Inc.**

Subject: **Safe Harbor Matching Contributions**

During the Plan Year that begins 01/01/2013, the employer matching contribution formula described below will be offered under the Plan and the Plan will be a "safe harbor 401(k) plan" under the Internal Revenue Code.

Election to Make Elective Deferral Contributions

If you are not already making Elective Deferral contributions, you may make an initial election to defer a portion of your compensation into the Plan by either completing and filing the election form with the Company or through ADP's automated voice response system (or through the ADP participant web site if it is available under our Plan). If you are already making Elective Deferral contributions, you may change the deferral percentage you previously elected by calling the ADP automated voice response system (or through the ADP participant web site if it is available under our Plan). Any initial election or change of election by an eligible employee may be made at any time and will be effective as soon as administratively feasible after receipt and processing of your election.

Safe Harbor Matching Contributions

The Company will make a Safe Harbor Matching Contribution equal to 100% on the first 4% of your compensation that you defer as an Elective Deferral.

Safe Harbor Matching Contributions will be made on a payroll-by-payroll basis.

Vesting and Withdrawal Provisions

You are always 100% vested in your employee Elective Deferral and Safe Harbor Matching Contributions accounts. A description of the Plan's vesting and withdrawal provisions that apply to contributions under the Plan is attached as part of this Notice.

Please refer to your Plan's Summary Plan Description for information about the Plan's provisions including any other contributions that may be made and the conditions under which they are made, and the type and amount of compensation you may defer.

For additional information (including requesting a copy of the Plan's Summary Plan Description) please contact:

Name of Company Contact:	Thomas Perry
Mailing Address:	15121 Manchester Rd
	Ballwin, MO 63011
E-mail Address (if applicable):	tspiii@deanteam.com
Phone Number:	636-227-0100

SAFE HARBOR EMPLOYEE NOTICE

VESTING AND WITHDRAWAL PROVISIONS

WHAT DOES VESTING MEAN?

Vesting is your right to the contributions in your total Account Balance. In other words, to be vested refers to that portion of your Account Balance that is yours and which cannot be forfeited. Upon termination of Employment, you are entitled to the entire vested portion of your Account Balance.

You are always 100% fully vested in your Elective Deferral, Safe Harbor Matching and Rollover (if any) Contribution Accounts.

In some circumstances, the Company may need to make special contributions on your behalf called Qualified Matching Contributions or Qualified Nonelective Contributions. If made, you are always 100% vested in these contribution accounts.

If you terminate Employment due to death, Disability or attainment of age 65, the Plan's Normal Retirement Age, you will also be 100% fully vested in your total Account Balance. If you die on or after January 1, 2007, while performing qualified military service, you will be treated for vesting purposes as if you resumed employment with the Company and then terminated Employment due to death. Qualified military service means any service in the uniformed services (as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA")) that entitles an employee to reemployment rights under USERRA.

If you leave the Company for any other reason, you will be vested in your Matching Contributions and your Nonelective Contributions Account according to the following schedule:

Years of Service	Vested %
Less than 2 years	0%
At least 2 years, but less than 3	20%
At least 3 years, but less than 4	40%
At least 4 years, but less than 5	60%
At least 5 years, but less than 6	80%
6 Years or more	100%

For information about how Years of Service are calculated under the Plan, please review the Section entitled "What Does Vesting Mean?" in the Plan's Summary Plan Description (SPD).

WHAT HAPPENS IF I BECOME PERMANENTLY DISABLED?

If you become Disabled under the Plan while you were employed by the Employer, you become 100% vested in all your total Account Balance. Please see the Plan SPD section entitled "What Happens If I Become Permanently Disabled?" to learn how the Plan defines Disabled for this purpose.

WHEN CAN I RECEIVE PLAN BENEFITS?

Benefits are payable to you after you leave the Company for any reason (retirement, termination, Disability or death). There is generally an extra 10% tax on distributions before age 59-1/2, with certain exceptions. You can learn more about the extra 10% tax in IRS Publication 575, Pension and Annuity Income.

If you are performing service in the uniformed services while on active duty for a period of more than 30 days, you may be eligible to obtain a distribution from your Elective Deferral account(s). If you elect to receive such a distribution, you will be suspended from making Elective Deferrals for 6 months beginning on the date of the distribution. If you are eligible for both this distribution and a qualified reservist distribution (see below), your distribution will be processed as a qualified reservist distribution. Please consult your Plan's administrator if you have any questions regarding this provision.

MAY I WITHDRAW FUNDS WHILE STILL EMPLOYED?

You may withdraw all or part of your vested Account Balance once you reach age 59½. You may also withdraw any or part of your Rollover Contribution Account in the Plan at any time and at any age.

In the event of a financial hardship you may withdraw your own Elective Deferrals (excluding earnings on your Elective Deferrals) as well as any vested or Matching Contributions or Nonelective Contributions. Safe Harbor Contributions are not permitted to be withdrawn in the event of a financial hardship.

To make a hardship withdrawal under current Internal Revenue Service rules, you must be able to show that you are suffering an immediate and heavy financial hardship and that the money cannot be obtained from any other source. You must take any non-hardship in-service withdrawals that may be available to you under the Plan before you may obtain a hardship withdrawal. You also must first obtain the maximum available loan under the Plan. You will not be required to take the maximum available loan before receiving a hardship withdrawal to the extent that repaying the loan would increase the amount of your hardship. Please see the Section of the Plan's SPD entitled "May I Withdraw Funds While Still Employed?" for more information about hardship withdrawals.

Circumstances that qualify as an immediate and heavy financial hardship are (1) expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse, your dependent or your primary beneficiary under the Plan or necessary for you, your spouse, your dependent, or your primary beneficiary under the Plan to obtain medical care; (2) costs directly related to the purchase of your principal residence (excluding mortgage payments); (3) tuition, related educational fees, and room and board expenses for the next twelve (12) months of post secondary education for yourself, your spouse or dependent or your primary beneficiary under the Plan; (4) amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence; (5) payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents or your primary beneficiary under the Plan; or (6) expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code. For this purpose, a "primary beneficiary under the Plan" is an individual who is named as your beneficiary under the Plan and has an unconditional right to all or a portion of your account balance if you die.

In addition, the amount of your hardship withdrawal must be no more than the amount necessary to satisfy your immediate and heavy financial need, plus any income taxes or penalties which are expected to result from the distribution. The minimum permitted hardship withdrawal is $500. The hardship withdrawal may be subject to a 10% excise tax imposed by the IRS. You will be suspended from making elective contributions for 6 months after you receive a hardship withdrawal that includes Elective Deferrals.

If you are a qualified member of the reserves, you also may be eligible to request a *qualified reservist distribution*. A *qualified reservist distribution* is an exception to Plan restrictions on withdrawal of elective deferrals. Further, the extra 10% tax on a payout before age 59½ doesn't apply to a qualified reservist distribution. For more information, see the Section in the Plan's SPD entitled "My I Withdraw Funds While Still Employed?". A qualified reservist distribution may be taken from your Elective Deferral accounts.

HOW DO LOANS WORK?

You may borrow certain amounts from the vested portion of your Account. You can learn more about the Plan's loan rules in SPD section entitled "How Do Loans Work?".