

Required Notices and Documents

Hollywood Holding Co. LLC 401(k)



Certificate #CFX10319

For Service Related to Your 401(k) Account or to Speak with an Adviser,
call 1-800-754-9933 or Send an E-mail to Service@FinancialFreedomHouse.com

Plan Highlights

This is a brief summary of Plan features. For full details refer to the **Summary Plan Description** provided in the **Notices Packet**.

Eligibility	
Excluded Employees	Employees covered by a collective bargaining unit and greeters.
Employee Elective Salary Deferral	<p>You must meet the following criteria to be eligible to make Elective Deferral Contributions and receive Matching Contributions and Profit Sharing Contributions. Unless otherwise specified in your collective bargaining agreement the requirements listed below apply.</p> <ul style="list-style-type: none"> • You must attain age 21 • You must complete 1 hour of service
Employee Automatic Enrollment & Salary Deferral	No
Matching Contributions by Employer	Refer to the collective bargaining agreement and participation agreement signed by your employer.
Other Contributions by Employer	Refer to the collective bargaining agreement and participation agreement signed by your employer.
Plan Enrollment Entry Dates	
Elective Salary Deferral and Matching Contributions	On the first day of January and July coincident with or next following the time you meet the eligibility criteria specified above.
Other Contributions by Employer	On the first day of January and July coincident with or next following the time you meet the eligibility criteria specified above.
Contributions and Contribution Limits	
Employee Salary Deferral (Automatic or Elective)	<p>You may make Regular 401(k) deferrals (pre-tax) into the Plan.</p> <p>Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The dollar limit for 2020 is \$19,500.</p> <p>If you are at least age 50 or will attain age 50 during a calendar year, then you may defer an additional amount ("catch up contribution") to the Plan. The dollar limit for 2020 is \$6,500.</p>
Contributions by Employer	Your employer may, in its sole discretion, make a Matching Contribution, Profit Sharing Contribution, or Safe Harbor Contribution to the Plan on your behalf (and to all other eligible employees) in an amount determined by the Company. If a contribution is made, you will be notified of this.
Rollovers into the Plan	The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such Employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in their Rollover Contribution Account .

Vesting

Employee Salary Deferral, Employer Safe Harbor Match, & Rollovers into the Plan

You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions: Employee Salary Deferral, Employer Safe Harbor Match, & Rollovers into the Plan.

Employer Matching or Profit Sharing Contributions

Upon termination of employment, the Employer Matching or Profit Sharing Contributions will be vested according to the following schedule based on your years of vesting service.

- Less than two years (0% vested)
- Two years but less than three years (25% vested)
- Three years but less than four years (50% vested)
- Four years but less than five years (100% vested)
- Five years but less than six years (100% vested)
- Six or more years (100% vested)

Investing Plan Contributions

Investments

You may direct the investment of all of your Accounts in one or more of the available Investment Funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. The Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

The Plan is intended to constitute a plan described in ERISA §404(c). This means that Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

Distributions and Loans

Distributions from the Plan

You may receive a distribution from your account under the following circumstances:

- Termination of employment
- Hardship
- After age 59 1/2
- From the Rollover Contribution Account at any time
- Death

Loans

Per the Loan Policy adopted by the Plan's Trustees, the maximum loan amount you are eligible to take is the lesser of 50% of your vested account balance or \$50,000 minus the highest outstanding balance of your loan(s) in the past 12 months.

- The minimum loan amount is \$1,000.
- The maximum number of loans outstanding at any time is 1 (an exception is made in those cases where a participant may have multiple loans existing in a plan that merges into this plan)
- A waiting period of 30 days exists between the receipt of the final payment on a loan and when you may apply for another.

Note: These plan highlights are intended to be a very concise overview of plan features. For a detailed description of plan features, please review the **Summary Plan Description** or contact the **Plan Administrator** for more information. The plan features described in these plan highlights are subject to change and in the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.

Frequently Asked Questions

How much should I save?

Deciding how much to save for retirement is a balancing act. While the need to save for the future is undeniable and the more you save means the more you'll have, you still have bills to pay today. Since it is counterproductive to save a lot into the 401(k) and make yourself "cash poor", we recommend that you begin by saving an amount you know you can tolerate. And then as time goes on you should increase the amount you're saving by small and manageable increments.

Potential Value at Different Levels of Weekly Savings

Savings	5 Years	10 Years	20 Years
\$20	\$6,148	\$14,655	\$42,714
\$40	\$12,295	\$29,309	\$85,429
\$60	\$18,443	\$43,964	\$128,143
\$80	\$24,591	\$58,618	\$170,858
\$100	\$30,738	\$73,273	\$213,572

The 6.5% annual rate of return is for illustrative purposes only and is not representative of any particular investment; actual results can vary significantly. This illustration does not account for inflation, fluctuation in principal or taxes.

Salary deferral elections are done as a percent of pay (not a flat dollar amount). If you have a dollar amount in mind that you want to save out of each paycheck, use the following table as a guide.

Actual Dollars Saved Each Pay Day

Percent Deferral	\$500 Pay Before Taxes	\$1,000 Pay Before Taxes	\$2,000 Pay Before Taxes
1%	\$5	\$10	\$20
5%	\$25	\$50	\$100
10%	\$50	\$100	\$200
15%	\$75	\$150	\$300
20%	\$100	\$200	\$400

How much can I save?

During 2020, the IRS limits the maximum amount you can contribute to a 401(k) at \$19,500. If you are older than 50 or turn 50 during 2020, you can contribute an additional \$6,500.

Can I change how much I am saving?

Yes. All you need to do is call 800-754-9933 and request a **Payroll Deferral Change Form**. You can also change the amount you are saving by logging into your account at www.FFH401k.com.

How do I change how my account is invested?

You can change the investments in your account or how future deposits are allocated using the participant website @ www.FFH401k.com. You can also call 800-754-9933 and request an **Investment Election Change Form**. If you have questions someone at this number will be able to help you out or you can talk to the “**401(k) Guy**” when they’re at your worksite.

Can I get money out of the 401(k) if I'm still working?

While you are still working, the IRS imposes strict rules regarding taking money out of your 401(k) account. The options for taking money out of your 401(k) account *before* you retire or terminate your employment are described below.

1) Loan

You must have at least \$2,000 in your account to request a loan. The minimum loan you can take is \$1,000 and the maximum is 50% of your account balance (up to a maximum loan of \$50,000). This maximum potential loan amount of \$50,000 is reduced by the highest outstanding balance of your 401(k) loan(s) in the past 12 months.

You must pay the loan back over a 1-5 year period. Interest on your loan is the prime rate plus 1%. In addition, you will be charged a fee for loan origination and processing.

2) Hardship Withdrawal

If you have a qualifying hardship (as defined by the IRS definition) and are not eligible to take a **Loan** from your 401(k) account, you can withdraw money that you contributed to your 401(k) account. Qualifying hardships are events for which the money is needed to do the following:

- prevent eviction or foreclosure;
- purchase your primary residence;
- pay for unreimbursed medical bills;
- pay for post-secondary education expenses;
- pay for catastrophic damage to your house; or
- pay eligible burial/funeral expenses.

20% will be withheld for federal income taxes. If you’re younger than 59½ you’ll also have to pay a 10% federal tax penalty when you file your annual tax return. You also won’t be able to contribute to the 401(k) for 6 months. After 6 months you will need to call the plan administrator at 800-754-9933 if you want to restart saving money into your 401(k) account.

3) In-Service Withdrawal

If you are older than 59½, you can take an In-Service Withdrawal. While you won’t get hit with a 10% federal tax penalty. You will pay income taxes. The law requires that 20% is withheld for federal income taxes.

How do I log into my account on the web?

The website for your account is www.FFH401k.com.

Click **Login** at the upper right of the website and select **+My 401(k) Account**. Select your plan and then click **Online Instructions**.

Will I receive paper statements each quarter?

The default setting for the Plan is for you to receive electronic statements that you can view online or download from the participant website. If you'd rather receive paper statements, you can make this change yourself at www.FFH401k.com or call us at 800-754-9933 and we'll do it for you.

Can I transfer my 401(k) from an old employer into this plan?

Yes. Please contact us at 800-754-9933.

What if I need more help with my 401(k) or other financial planning, retirement planning, or investment matters?

All participants in the 401(k) have access to the following services at no extra charge:

- One-on-one enrollment with an investment advisor
- One-on-one investment advice and financial advice during scheduled worksite service visits
 - Advisor is available for via telephone, email, and web conference
- Comprehensive financial planning and a retirement check-up under the supervision of a Certified Financial Planner® is available to all participants and their direct family members.

To schedule a meeting or to learn more call 800-754-9933, see the **"401(k) Guy"** or send an email to Service@FinancialFreedomHouse.com

Key Contact Information

Call 800-754-9933 or send an email to Service@FinancialFreedomHouse.com for any help you need or to request paperwork to:

- Change the amount coming out of your paycheck
- Change your investment elections (this can also be done through the participant web site)
- Apply for a 401(k) loan
- Request a distribution or rollover your account after you terminate employment
- Transfer an account from old 401(k) into this plan

Participant Notices and Disclosures Packet (2020)



Hollywood Holding Co. LLC 401(k)

This packet has been designed to contain all of the notices and disclosures your 401(k) retirement plan (“Plan”) is required to provide to you in paper format.

- Participant §404(a)(5) Fee Disclosure
- Summary Plan Description (“SPD”)

If you have any questions regarding these disclosures or your account in the Plan, call 800-754-9933.

In addition to these disclosure documents, the Plan is providing you with general information regarding its operation.

- **Giving investment instructions** - The Plan intends to be an ERISA §404(c) plan. This means that you “exercise control” over some or all of the investments in your account. To direct your Plan investments, you must complete an investment direction form (available by calling 800-754-9933) or make your election on the web site: www.FFH401k.com. You may direct the investment of all funds held in your self-directed account.
- **Limitations on instructions** - You may give investment instructions on any day the New York Stock Exchange is open for business.
- **Voting and other rights** - The trustee will exercise any voting or other rights associated with ownership of your investments held in your plan account.
- **Designated investment alternatives** - The Plan provides designated investment alternatives into which you can direct the investment of your plan funds. The Comparative Chart provides you with information regarding these designated investment alternatives.
- **Managed asset allocation strategies** - In addition to the individual mutual funds available for you to choose from, the Plan offers five (5) managed asset allocation strategies (model portfolios) comprised of the Plan’s investment options (mutual funds).
 - Conservative Managed Strategy
 - Moderate-Conservative Managed Strategy
 - Moderate Managed Strategy
 - Moderate-Aggressive Managed Strategy
 - Aggressive Managed Strategy

There is no additional charge or extra fees to invest your account in the Plan using these managed strategies.

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Participant §404(a)(5) Fee Disclosure

This document contains information regarding the fees paid to the outside service providers that the Plan has hired to provide the services necessary for the Plan to operate, remain in compliance, and serve the needs of its participants. These services include plan administration and recordkeeping, participant investment advice, plan investment management, fiduciary compliance, legal services, accounting and auditing, and the internal cost of mutual funds. This is a fee-only plan in which service providers are not compensated by commissions, “finder’s fees”, or other forms of indirect compensation.

The Fee Disclosure is divided into two main sections.

The first section lists the annual fee billed by each of the plan’s service providers. These fees are deducted from Plan assets on a quarterly basis (25% of the annual fee). Fees are generally deducted pro-rata from participant accounts (i.e., based on the relative size of each account). Any revenue sharing or other indirect payments generated by the Plan’s mutual funds are accounted for and are credited back into the mutual funds and participant accounts from which these payments originated. This section also includes the weighted average expense ratio for the mutual funds in the plan. At the bottom we show the total annual cost of plan investments + plan services is shown in both dollars and as a percent of assets.

One of the features that makes your plan unique is that most of the fees are charged as a flat-dollar amount, not as a percent of plan assets. This means that as the plan continues to grow, fees as a percent of plan assets will automatically decrease.

In addition to these Plan level fees, individual participants may be billed certain processing fees such as:

- In-service withdrawal @ 59½
- Hardship withdrawal
- Loan origination
- Termination distribution
- QDRO account set up

These processing fees are deducted from the account of the individual participant requesting the transaction.

The second section is a Comparative Chart to help you compare the performance and internal expenses of the Plan’s investment options (mutual funds). This internal expense ratio is the fee charged by the mutual fund company to operate the mutual fund. The rate of return for each mutual fund is reported net of the fund’s internal expense ratio.

Fees Paid By Plan Participants

Plan Assets: \$4,717,624.15

Participants: 32

This section will review the annual direct and indirect expenses charged against the Plan. Direct expenses will be paid from the plan's assets and deducted from individual plan accounts equally. Indirect expenses are paid through the investments in which you invest. Each investment option may charge an expense ratio that can either be kept in full by the investment manager or used to compensate other service providers for services they provide to the plan.

Compensation from Plan Participants

Direct fees paid to Alliance Benefit Group of Michigan for Recordkeeper services

- + **Annual Plan Recordkeeping and Administration:** \$1,500.00 flat fee assessed yearly. \$1,500
Administrative fees include a multitude of items that help to support and/or make the 401k process work.
- + **Annual Plan Recordkeeping and Administration:** \$40.00 per participant fee assessed yearly. \$1,280
Administrative fees include a multitude of items that help to support and/or make the 401k process work.
- + **Annual Plan Recordkeeping and Administration:** Calculated based on the fee schedule (ABG - Annual Plan Adminis \$6,967
Administrative fees include a multitude of items that help to support and/or make the 401k process work.

Direct fees paid to Fidelity Trust for Custodian services

- + **Institutional Custody Services:** Calculated based on the fee schedule (Fidelity Custody) shown in the appendix. \$2,358
Fees paid to independent institutional custodian to maintain custody of plan assets.
- + **Institutional Custody Services (Base):** \$500.00 flat fee assessed yearly. \$500
Fees paid to independent institutional custodian to maintain custody of plan assets.

Direct fees paid to Fiduciary Firewall Administrators for ERISA §3(16) Administrator services

- + **Daily Plan Management & Administration as ERISA §3(16) Fiduciary:** \$7,200.00 flat fee assessed yearly. \$7,200
Fiduciary Firewall Administrators, Inc. provides daily plan management and administrative services including the reconciliation and processing of participant contributions, maintenance of participant records, approval and processing of distribution requests, compilation of data for annual plan audit, and other day-to-day administrative and participant services. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.

Direct fees paid to Fiduciary Firewall Advisers for ERISA §3(38) Plan Investment Manager services

- + **Plan Investment Management as ERISA §3(38) Fiduciary:** \$4,240.00 flat fee assessed yearly. \$4,240
Fiduciary Firewall Advisers, Inc. is an independent fee-based Registered Investment Advisor ("RIA") and CEFEX-certified investment fiduciary that serves as the plan's discretionary investment manager. Their responsibilities include the selection and monitoring of plan investments, replacement of plan investments when necessary, the construction and oversight of managed strategies ("model portfolios") made available as plan investment options, and the general fiduciary oversight of the plan's investments. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.

Direct fees paid to Fiduciary Firewall Consulting for Plan Governance & Fiduciary Compliance services

- + **Plan Governance & Compliance as ERISA §3(21) Fiduciary:** \$8,360.00 flat fee assessed yearly. \$8,360
Fiduciary Firewall Consulting, Inc. is an independent and CEFEX-certified professional fiduciary that provides plan governance and compliance services to the plan and plan trustees. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.

Direct fees paid to Financial Freedom House for ERISA §3(21) Participant Investment Advisor services

- + **Participant Investment Advice as ERISA §3(21) Fiduciary:** \$7,850.00 flat fee assessed yearly. \$7,850
Cygnat Financial Freedom House is an independent fee-based Registered Investment Advisor ("RIA") and CEFEX-certified investment fiduciary. Cygnat provides participants with investment advice during one-one-one enrollment meetings, worksite service visits, via the telephone, or other means. This annual expense is billed quarterly and is paid by participants on a pro-rata basis.

Direct fees paid via the expense ratio to the investment manager

- + **Effective Mgmt Fee:** 28.15 bps of plan assets assessed annually. \$13,281

Net annual recurring fees

\$53,536

1.13% of plan assets or approximately \$11.35 per \$1,000 invested

Plan Options: Performance and Expenses

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Investors should consider the investment objectives, risks, and charges and expenses of a fund carefully before investing. Prospectuses and, if available, the summary prospectuses, containing this and other information about the fund are available by contacting your financial consultant. Please read the prospectus and summary prospectus carefully before investing to make sure that the fund is appropriate for your goals and risk tolerance. The performance quoted reflects the reinvestment of dividends and capital gains and is net of expenses. It does not reflect the maximum sales charges, which are generally waived for investments within qualified plans. Such charges, if applied, would reduce the performance quoted. **The performance information shown represents past performance and is not a guarantee of future results.** The investment return and principal value of an investment will fluctuate so that the shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance information shown. For performance data current to the most recent month-end, please reference the Investment Company Contact Information section.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
Large-Cap Equity			
Vanguard 500 Index Admiral (VFIAX) Vanguard MF www.vanguard.com			
Your Share Class Inception: 11/13/2000	14.30% - Investment return	10.74% - Investment return	13.66% - Investment return
Oldest Share Class Inception: 08/31/1976	13.13% - Median peer return	9.23% - Median peer return	12.48% - Median peer return
<u>Performance Benchmark</u>	14.15% - Benchmark return	10.54% - Benchmark return	13.72% - Benchmark return
Russell 1000 TR USD	Earned \$143.00 per \$1000 invested	Earned \$537.00 per \$1000 invested	Earned \$1,366.00 per \$1000 invested
	Outperformed 71% of its 1,414 peers	Outperformed 89% of its 1,212 peers	Outperformed 92% of its 1,040 peers
Total Annual Investment Expenses	Investment return since inception is 6.42% for your share class		
0.04% - Expense ratio			
0.80% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.40 annually per \$1000 invested	None		
Costs less than 96% of its 1,468 peers			
Vanguard Total Stock Mkt Idx Adm (VTSAX) Vanguard MF www.vanguard.com			
Your Share Class Inception: 11/13/2000	13.44% - Investment return	10.28% - Investment return	13.63% - Investment return
Oldest Share Class Inception: 04/27/1992	13.13% - Median peer return	9.23% - Median peer return	12.48% - Median peer return
<u>Performance Benchmark</u>	14.15% - Benchmark return	10.54% - Benchmark return	13.72% - Benchmark return
Russell 1000 TR USD	Earned \$134.40 per \$1000 invested	Earned \$514.00 per \$1000 invested	Earned \$1,363.00 per \$1000 invested
	Outperformed 54% of its 1,414 peers	Outperformed 76% of its 1,212 peers	Outperformed 91% of its 1,040 peers
Total Annual Investment Expenses	Investment return since inception is 6.87% for your share class		
0.04% - Expense ratio			
0.80% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.40 annually per \$1000 invested	None		
Costs less than 96% of its 1,468 peers			
TIAA-CREF Large-Cap Gr Idx Instl (TILIX) TIAA Investments MF www.tiaa-cref.org			
Your Share Class Inception: 10/01/2002	17.03% - Investment return	13.37% - Investment return	15.33% - Investment return
Oldest Share Class Inception: 10/01/2002	14.82% - Median peer return	11.34% - Median peer return	13.82% - Median peer return
<u>Performance Benchmark</u>	17.10% - Benchmark return	13.43% - Benchmark return	15.41% - Benchmark return
Russell 1000 Growth TR USD	Earned \$170.30 per \$1000 invested	Earned \$668.50 per \$1000 invested	Earned \$1,533.00 per \$1000 invested
	Outperformed 76% of its 1,389 peers	Outperformed 85% of its 1,273 peers	Outperformed 87% of its 1,113 peers
Total Annual Investment Expenses	Investment return since inception is 10.87% for your share class		
0.05% - Expense ratio			
0.95% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.50 annually per \$1000 invested	None		
Costs less than 97% of its 1,426 peers			
TIAA-CREF Large-Cap Value Idx Inst (TILVX) TIAA Investments MF www.tiaa-cref.org			
Your Share Class Inception: 10/01/2002	11.13% - Investment return	7.55% - Investment return	11.88% - Investment return
Oldest Share Class Inception: 10/01/2002	10.11% - Median peer return	7.19% - Median peer return	11.04% - Median peer return
<u>Performance Benchmark</u>	11.21% - Benchmark return	7.61% - Benchmark return	11.96% - Benchmark return
Russell 1000 Value TR USD	Earned \$111.30 per \$1000 invested	Earned \$377.50 per \$1000 invested	Earned \$1,188.00 per \$1000 invested
	Outperformed 62% of its 1,239 peers	Outperformed 59% of its 1,094 peers	Outperformed 75% of its 957 peers
Total Annual Investment Expenses	Investment return since inception is 9.17% for your share class		
0.06% - Expense ratio			
0.87% - Median peer expenses	<u>Shareholder-type expenses (if applicable)</u>		
Charged \$0.60 annually per \$1000 invested	None		
Costs less than 97% of its 1,269 peers			

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Plan Options: Performance and Expenses (Cont.)

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to the specific internet web site address shown next to each investment or you can contact us at the number shown on the cover page.

Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
Mid-Cap Equity			
Vanguard Mid Cap Index Admiral (VIMAX) Vanguard MF www.vanguard.com			
Your Share Class Inception: 11/12/2001	14.39% - Investment return	8.70% - Investment return	13.68% - Investment return
Oldest Share Class Inception: 05/21/1998	9.51% - Median peer return	6.54% - Median peer return	11.64% - Median peer return
	13.71% - Benchmark return	8.66% - Benchmark return	13.70% - Benchmark return
<u>Performance Benchmark</u>	Earned \$143.90 per \$1000 invested	Earned \$435.00 per \$1000 invested	Earned \$1,368.00 per \$1000 invested
Russell Mid Cap TR USD	Outperformed 84% of its 425 peers	Outperformed 87% of its 359 peers	Outperformed 95% of its 307 peers
Total Annual Investment Expenses	Investment return since inception is 9.88% for your share class		
0.05% - Expense ratio			
0.96% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$0.50 annually per \$1000 invested	None		
Costs less than 96% of its 436 peers			
Small-Cap Equity			
DFA US Small Cap I (DFSTX) Dimensional Fund Advisors MF www.dimensional.com			
Your Share Class Inception: 03/19/1992	1.41% - Investment return	6.35% - Investment return	12.60% - Investment return
Oldest Share Class Inception: 03/19/1992	4.46% - Median peer return	6.57% - Median peer return	11.69% - Median peer return
	4.90% - Benchmark return	7.37% - Benchmark return	12.27% - Benchmark return
<u>Performance Benchmark</u>	Earned \$14.10 per \$1000 invested	Earned \$317.50 per \$1000 invested	Earned \$1,260.00 per \$1000 invested
Russell 2000 TR USD	Outperformed 20% of its 732 peers	Outperformed 45% of its 626 peers	Outperformed 75% of its 518 peers
Total Annual Investment Expenses	Investment return since inception is 10.02% for your share class		
0.37% - Expense ratio			
1.05% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.70 annually per \$1000 invested	None		
Costs less than 90% of its 738 peers			
Developed International Equity			
DFA International Core Equity I (DFIEX) Dimensional Fund Advisors MF www.dimensional.com			
Your Share Class Inception: 09/15/2005	7.67% - Investment return	4.46% - Investment return	5.91% - Investment return
Oldest Share Class Inception: 09/15/2005	10.47% - Median peer return	3.69% - Median peer return	5.28% - Median peer return
	11.26% - Benchmark return	3.81% - Benchmark return	4.94% - Benchmark return
<u>Performance Benchmark</u>	Earned \$76.70 per \$1000 invested	Earned \$223.00 per \$1000 invested	Earned \$591.00 per \$1000 invested
MSCI ACWI Ex USA NR USD	Outperformed 16% of its 742 peers	Outperformed 79% of its 600 peers	Outperformed 78% of its 507 peers
Total Annual Investment Expenses	Investment return since inception is 4.85% for your share class		
0.30% - Expense ratio			
0.91% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.00 annually per \$1000 invested	None		
Costs less than 88% of its 783 peers			
Emerging Market Equity			
DFA Emerging Markets Core Equity I (DFCEX) Dimensional Fund Advisors MF www.dimensional.com			
Your Share Class Inception: 04/05/2005	11.61% - Investment return	2.75% - Investment return	4.34% - Investment return
Oldest Share Class Inception: 04/05/2005	13.34% - Median peer return	2.68% - Median peer return	3.99% - Median peer return
	11.85% - Benchmark return	2.93% - Benchmark return	3.78% - Benchmark return
<u>Performance Benchmark</u>	Earned \$116.10 per \$1000 invested	Earned \$137.50 per \$1000 invested	Earned \$434.00 per \$1000 invested
MSCI EM NR USD	Outperformed 39% of its 842 peers	Outperformed 51% of its 662 peers	Outperformed 56% of its 353 peers
Total Annual Investment Expenses	Investment return since inception is 7.22% for your share class		
0.52% - Expense ratio			
1.24% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$5.20 annually per \$1000 invested	None		
Costs less than 90% of its 878 peers			

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Plan Options: Performance and Expenses (Cont.)

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
Real Estate			
DFA Global Real Estate Securities Port (DFGEX) Dimensional Fund Advisors MF www.dimensional.com			
Your Share Class Inception: 06/04/2008	24.55% - Investment return	7.82% - Investment return	11.64% - Investment return
Oldest Share Class Inception: 06/04/2008	21.43% - Median peer return	6.01% - Median peer return	8.88% - Median peer return
<u>Performance Benchmark</u>	23.07% - Benchmark return	7.52% - Benchmark return	11.51% - Benchmark return
S&P Global REIT TR USD	Earned \$245.50 per \$1000 invested	Earned \$391.00 per \$1000 invested	Earned \$1,164.00 per \$1000 invested
	Outperformed 86% of its 231 peers	Outperformed 87% of its 198 peers	Outperformed 94% of its 167 peers
Total Annual Investment Expenses	Investment return since inception is 6.58% for your share class		
0.24% - Expense ratio			
1.13% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.40 annually per \$1000 invested	Contractual expense waiver of 0.11%. Expires on 2020-2-28. Gross expense ratio is 0.35%.		
Costs less than 96% of its 232 peers			
Long-Term Fixed Income			
MFS Corporate Bond R6 (MFBKX) MFS MF http://www.mfs.com			
Your Share Class Inception: 06/01/2012	15.69% - Investment return	4.70% - Investment return	5.82% - Investment return
Oldest Share Class Inception: 05/08/1974	14.06% - Median peer return	4.31% - Median peer return	5.59% - Median peer return
<u>Performance Benchmark</u>	15.36% - Benchmark return	4.63% - Benchmark return	5.55% - Benchmark return
BBgBarc US Corp Bond TR USD	Earned \$156.90 per \$1000 invested	Earned \$235.00 per \$1000 invested	Earned \$582.00 per \$1000 invested
	Outperformed 91% of its 220 peers	Outperformed 76% of its 176 peers	Outperformed 68% of its 122 peers
Total Annual Investment Expenses	Investment return since inception is 4.72% for your share class		
0.43% - Expense ratio	<i>Note: Any investment return shown in bold italics was calculated using extended performance data. The oldest share class return adjusted for your share class expense ratio is shown as a proxy.</i>		
0.65% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$4.30 annually per \$1000 invested	None		
Costs less than 76% of its 223 peers			
Intermediate Fixed Income			
TIAA-CREF Bond Instl (TIBDX) TIAA Investments MF www.tiaa-cref.org			
Your Share Class Inception: 07/01/1999	11.51% - Investment return	3.76% - Investment return	4.32% - Investment return
Oldest Share Class Inception: 07/01/1999	10.79% - Median peer return	3.22% - Median peer return	4.30% - Median peer return
<u>Performance Benchmark</u>	11.35% - Benchmark return	3.48% - Benchmark return	4.11% - Benchmark return
BBgBarc US Universal TR USD	Earned \$115.10 per \$1000 invested	Earned \$188.00 per \$1000 invested	Earned \$432.00 per \$1000 invested
	Outperformed 73% of its 626 peers	Outperformed 84% of its 534 peers	Outperformed 52% of its 467 peers
Total Annual Investment Expenses	Investment return since inception is 5.17% for your share class		
0.30% - Expense ratio			
0.70% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.00 annually per \$1000 invested	None		
Costs less than 96% of its 636 peers			
DFA Intermediate Govt Fixed-Income I (DFIGX) Dimensional Fund Advisors MF www.dimensional.com			
Your Share Class Inception: 10/19/1990	11.81% - Investment return	3.01% - Investment return	3.45% - Investment return
Oldest Share Class Inception: 10/19/1990	8.60% - Median peer return	2.12% - Median peer return	2.66% - Median peer return
<u>Performance Benchmark</u>	10.99% - Benchmark return	2.71% - Benchmark return	3.01% - Benchmark return
BBgBarc US Government TR USD	Earned \$118.10 per \$1000 invested	Earned \$150.50 per \$1000 invested	Earned \$345.00 per \$1000 invested
	Outperformed 99% of its 237 peers	Outperformed 99% of its 233 peers	Outperformed 96% of its 200 peers
Total Annual Investment Expenses	Investment return since inception is 6.03% for your share class		
0.13% - Expense ratio			
0.71% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.30 annually per \$1000 invested	None		
Costs less than 93% of its 237 peers			

Plan Options: Performance and Expenses (Cont.)

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
Intermediate Fixed Income (Cont.)			
Vanguard GNMA Adm (VFIJX) Vanguard MF www.vanguard.com			
Your Share Class Inception: 02/12/2001	8.46% - Investment return	2.56% - Investment return	3.35% - Investment return
Oldest Share Class Inception: 06/27/1980	8.60% - Median peer return	2.12% - Median peer return	2.66% - Median peer return
	10.99% - Benchmark return	2.71% - Benchmark return	3.01% - Benchmark return
<u>Performance Benchmark</u>	Earned \$84.60 per \$1000 invested	Earned \$128.00 per \$1000 invested	Earned \$335.00 per \$1000 invested
BBgBarc US Government TR USD	Outperformed 41% of its 237 peers	Outperformed 91% of its 233 peers	Outperformed 93% of its 200 peers
Total Annual Investment Expenses	Investment return since inception is 4.48% for your share class		
0.11% - Expense ratio			
0.71% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.10 annually per \$1000 invested	None		
Costs less than 93% of its 237 peers			
International Fixed Income			
DFA World ex US Government Fxd Inc I (DWFIX) Dimensional Fund Advisors MF www.dimensional.com			
Your Share Class Inception: 12/06/2011	11.92% - Investment return	5.10% - Investment return	N/Av
Oldest Share Class Inception: 12/06/2011	10.46% - Median peer return	3.52% - Median peer return	4.24% - Median peer return
	10.67% - Benchmark return	3.93% - Benchmark return	4.12% - Benchmark return
<u>Performance Benchmark</u>	Earned \$119.20 per \$1000 invested	Earned \$255.00 per \$1000 invested	
BBgBarc Global Aggregate TR Hdg USD	Outperformed 82% of its 98 peers	Outperformed 96% of its 73 peers	
Total Annual Investment Expenses	Investment return since inception is 5.05% for your share class		
0.20% - Expense ratio			
0.73% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.00 annually per \$1000 invested	Contractual expense waiver of 0.01%. Expires on 2020-2-28. Gross expense ratio is 0.21%.		
Costs less than 88% of its 106 peers			
High Yield Fixed Income			
Vanguard High-Yield Corporate Adm (VWEAX) Vanguard MF www.vanguard.com			
Your Share Class Inception: 11/12/2001	10.53% - Investment return	5.20% - Investment return	7.37% - Investment return
Oldest Share Class Inception: 12/27/1978	7.43% - Median peer return	4.09% - Median peer return	6.77% - Median peer return
	8.32% - Benchmark return	5.17% - Benchmark return	7.68% - Benchmark return
<u>Performance Benchmark</u>	Earned \$105.30 per \$1000 invested	Earned \$260.00 per \$1000 invested	Earned \$737.00 per \$1000 invested
ICE BofAML US High Yield TR USD	Outperformed 96% of its 724 peers	Outperformed 91% of its 619 peers	Outperformed 83% of its 475 peers
Total Annual Investment Expenses	Investment return since inception is 6.70% for your share class		
0.13% - Expense ratio			
0.87% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$1.30 annually per \$1000 invested	None		
Costs less than 97% of its 742 peers			
Commodities			
DFA Commodity Strategy Institutional (DCMSX) Dimensional Fund Advisors MF www.dimensional.com			
Your Share Class Inception: 11/09/2010	-1.99% - Investment return	-5.94% - Investment return	N/Av
Oldest Share Class Inception: 11/09/2010	-3.78% - Median peer return	-6.36% - Median peer return	-4.65% - Median peer return
	-5.01% - Benchmark return	-7.21% - Benchmark return	-2.69% - Benchmark return
<u>Performance Benchmark</u>	Lost \$19.90 per \$1000 invested	Lost \$297.00 per \$1000 invested	
Morningstar Lng-Only Cmdty TR USD	Outperformed 78% of its 130 peers	Outperformed 56% of its 108 peers	
Total Annual Investment Expenses	Investment return since inception is -5.50% for your share class		
0.32% - Expense ratio			
1.03% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$3.20 annually per \$1000 invested	None		
Costs less than 94% of its 135 peers			

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Plan Options: Performance and Expenses (Cont.)

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
Allocation			
Dimensional 2010 Target Dt Rtr Inc Instl (DRIBX) Dimensional Fund Advisors MF			www.dimensional.com
Your Share Class Inception: 11/02/2015	10.09% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	9.96% - Median peer return 10.85% - Benchmark return	4.61% - Median peer return 4.74% - Benchmark return	6.75% - Median peer return 6.71% - Benchmark return
<u>Performance Benchmark</u>	Earned \$100.90 per \$1000 invested Outperformed 57% of its 146 peers		
Morningstar Lifetime Mod 2010 TR USD	Investment return since inception is 4.93% for your share class		
Total Annual Investment Expenses	-----		
0.20% - Expense ratio	-----		
0.53% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.00 annually per \$1000 invested	Contractual expense waiver of 0.15%. Expires on 2020-2-28. Gross expense ratio is 0.35%.		
Costs less than 91% of its 146 peers	-----		
Dimensional 2020 Target Dt Rtr Inc Instl (DRIRX) Dimensional Fund Advisors MF			www.dimensional.com
Your Share Class Inception: 11/02/2015	12.94% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	10.50% - Median peer return 12.53% - Benchmark return	5.11% - Median peer return 5.56% - Benchmark return	7.39% - Median peer return 7.92% - Benchmark return
<u>Performance Benchmark</u>	Earned \$129.40 per \$1000 invested Outperformed 97% of its 253 peers		
Morningstar Lifetime Mod 2020 TR USD	Investment return since inception is 6.17% for your share class		
Total Annual Investment Expenses	-----		
0.21% - Expense ratio	-----		
0.68% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.10 annually per \$1000 invested	None		
Costs less than 94% of its 253 peers	-----		
Dimensional 2030 Target Dt Rtr Inc Instl (DRIWX) Dimensional Fund Advisors MF			www.dimensional.com
Your Share Class Inception: 11/02/2015	14.20% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	11.50% - Median peer return 13.22% - Benchmark return	6.03% - Median peer return 6.55% - Benchmark return	8.66% - Median peer return 9.29% - Benchmark return
<u>Performance Benchmark</u>	Earned \$142.00 per \$1000 invested Outperformed 99% of its 245 peers		
Morningstar Lifetime Mod 2030 TR USD	Investment return since inception is 7.71% for your share class		
Total Annual Investment Expenses	-----		
0.24% - Expense ratio	-----		
0.69% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.40 annually per \$1000 invested	None		
Costs less than 93% of its 251 peers	-----		
Dimensional 2040 Target Dt Rtr Inc Instl (DRIHX) Dimensional Fund Advisors MF			www.dimensional.com
Your Share Class Inception: 11/02/2015	10.25% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	11.99% - Median peer return 12.88% - Benchmark return	6.61% - Median peer return 7.12% - Benchmark return	9.27% - Median peer return 9.89% - Benchmark return
<u>Performance Benchmark</u>	Earned \$102.50 per \$1000 invested Outperformed 11% of its 245 peers		
Morningstar Lifetime Mod 2040 TR USD	Investment return since inception is 8.15% for your share class		
Total Annual Investment Expenses	-----		
0.26% - Expense ratio	-----		
0.73% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.60 annually per \$1000 invested	Contractual expense waiver of 0.01%. Expires on 2020-2-28. Gross expense ratio is 0.27%.		
Costs less than 92% of its 245 peers	-----		

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Plan Options: Performance and Expenses (Cont.)

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
Allocation (Cont.)			
Dimensional 2050 Target Dt Rtr Inc Instl (DRIJX) Dimensional Fund Advisors MF			www.dimensional.com
Your Share Class Inception: 11/02/2015	11.28% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	12.05% - Median peer return	6.85% - Median peer return	9.52% - Median peer return
	12.66% - Benchmark return	7.08% - Benchmark return	9.77% - Benchmark return
<u>Performance Benchmark</u>	Earned \$112.80 per \$1000 invested		
Morningstar Lifetime Mod 2050 TR USD	Outperformed 26% of its 245 peers		
Total Annual Investment Expenses	Investment return since inception is 8.85% for your share class		
0.26% - Expense ratio			
0.73% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.60 annually per \$1000 invested	Contractual expense waiver of 0.04%. Expires on 2020-2-28. Gross expense ratio is 0.30%.		
Costs less than 92% of its 245 peers			
Dimensional 2060 Target Dt Rtr Inc Instl (DRILX) Dimensional Fund Advisors MF			www.dimensional.com
Your Share Class Inception: 11/02/2015	11.37% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	12.11% - Median peer return	7.41% - Median peer return	N/Av
	12.64% - Benchmark return	6.93% - Benchmark return	9.57% - Benchmark return
<u>Performance Benchmark</u>	Earned \$113.70 per \$1000 invested		
Morningstar Lifetime Mod 2060 TR USD	Outperformed 25% of its 222 peers		
Total Annual Investment Expenses	Investment return since inception is 8.85% for your share class		
0.26% - Expense ratio			
0.70% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.60 annually per \$1000 invested	Contractual expense waiver of 0.19%. Expires on 2020-2-28. Gross expense ratio is 0.45%.		
Costs less than 90% of its 275 peers			
Stable Value / Money Market			
Reliance MetLife Series 25157 CI 0 Custom			
Inception:	2.90% - Investment return	2.60% - Investment return	2.95% - Investment return
<u>Performance Benchmark</u>	N/Av	N/Av	N/Av
USTREAS T-Bill Cnst Mat Rate 3 Yr	6.28% - Benchmark return	1.25% - Benchmark return	1.13% - Benchmark return
	Earned \$29.00 per \$1000 invested	Earned \$130.00 per \$1000 invested	Earned \$295.00 per \$1000 invested
Total Annual Investment Expenses	Investment return since inception is 4.40% for your share class		
0.62% - Expense ratio			
Median peer expenses are N/Av	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$6.20 annually per \$1000 invested	None		

Appendix - Fee Schedules

Any fee schedule utilized in the previous report sections will be shown below for additional details and clarity on the calculation process.

Plan Assets: \$4,717,624.15 **# of Participants:** 32

Compensation Fee Schedules

ABG - Annual Plan Administration and Recordkeeping - (20)

Your fee tier will be assigned based on the total assets in your plan. The minimum and maximum total assets for each tier will be identified below. Since this is a tiered fee schedule, many tiers may be assessed depending on your current total assets. Any applicable tier will be highlighted in yellow below. The yearly \$ amount will be calculated by multiplying the plan assets for that tier by the basis points (1/100 of a percent) shown.

Minimum total assets	Maximum total assets	Fee Amount (basis points)	Plan assets multiplier	Yearly \$ amount	Annual \$ amount
1.00	1,500,000.00	20.00	1,500,000.00	3,000.00	3,000.00
1,500,001.00	3,000,000.00	15.00	1,500,000.00	2,250.00	2,250.00
3,000,001.00	6,000,000.00	10.00	1,717,624.15	1,717.62	1,717.62
6,000,001.00	and up	7.00			
Total annual \$ amount for your plan					\$6,967.62

Fidelity Custody

Your fee tier will be assigned based on the total assets in your plan. The minimum and maximum total assets for each tier will be identified below. Since this is a tiered fee schedule, many tiers may be assessed depending on your current total assets. Any applicable tier will be highlighted in yellow below. The yearly \$ amount will be calculated by multiplying the plan assets for that tier by the basis points (1/100 of a percent) shown.

Minimum total assets	Maximum total assets	Fee Amount (basis points)	Plan assets multiplier	Yearly \$ amount	Annual \$ amount
1.00	25,000,000.00	5.00	4,717,624.15	2,358.81	2,358.81
25,000,001.00	and up	4.00			
Total annual \$ amount for your plan					\$2,358.81

Index Family Disclosure

BofA Merrill Lynch

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Summary Plan Description (“SPD”)

This is the official legal document that describes how the Plan operates and your rights as a Plan participant. In the event of a discrepancy between the SPD and any information contained in this enrollment kit or other material as may be distributed from time to time, the SPD shall control.

SUMMARY PLAN DESCRIPTION

FOR THE

HOLLYWOOD SUPERMARKETS, INC.

401(k) PLAN

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THE HOLLYWOOD SUPERMARKETS, INC. 401(k) PLAN

The Plan at a Glance

This is a brief summary of the provisions of the Plan. A more complete explanation is in the following summary plan description for the Plan.

Your 401(k) Contributions: You may contribute to the Plan on a “*pre-tax*” basis by completing a “**retirement savings agreement**.”

You may contribute any whole percentage of your compensation up to the dollar limit for the year. Your taxable income for the year will be reduced by the amount of your contribution.

Changing Your Contributions: You may change or cancel your contributions at any time by filing a change form with Human Resources. The change will be effective as of January 1 or July 1 after you file your change.

Company Matching Contributions: The Company may “**match**” your contributions according to a formula adopted by the Company from year to year.

You will be eligible for matching contributions for a year if you work 1,000 or more hours during the year and are an employee on the last day of the plan year .

Your Investment Options: You may direct the investment of your accounts into one or more of the mutual funds selected by the Trustee. You may change your investment election every business day.

Vesting of Contributions: You are 100% vested in your 401(k) account. Your interest in your matching account will become vested in accordance with a vesting schedule that is based on years of service.

Withdrawals while Employed: You may withdraw from your 401(k) account after age 59-1/2.

Participant Loans: You may also borrow from your accounts.

**Distributions Upon
Termination of
Employment:**

You may withdraw from your accounts after retirement or other termination of employment. Payment will be made in a single lump sum payment.

Introduction

We maintain the Hollywood Supermarkets, Inc. 401(k) Plan to provide a retirement program for our employees. We have maintained the Plan since June 1, 2001 and this is a summary of the provisions of the Plan as amended through January 1, 2009.

We will refer to the Hollywood Supermarkets, Inc. 401(k) Plan as the “**Plan**” throughout this Summary. The terms “**we**” and the “**Company**” refer to Hollywood Supermarkets, Inc.

How the Plan Works

The Plan allows you to contribute part of your compensation to the trust fund through a “**retirement savings agreement**” with us. The amount you contribute will not be counted in your taxable income and will not be reported on your W-2 form (except for social security purposes).

We may contribute to the Plan on your behalf on a “**matching**” basis. Our matching contributions will be based on a formula that will be applied to the contributions you make.

The terms and conditions of the Plan are contained in a written document. The plan document specifies the eligibility requirements for participating in the Plan and receiving benefits. We are responsible for administering the Plan in accordance with the plan document.

The plan document governs the operations of the “**trust fund**” as well as the Plan. We have appointed a “**trustee**” to administer the trust fund. The trustee invests the money in the trust fund as directed by participants. Your benefits under the Plan will depend upon our contributions, the amounts you elect to contribute, and investment performance.

Plan Year

Plan records are maintained on a calendar year basis. The “**plan year**” is the same as the calendar year.

HOW YOU BECOME A PARTICIPANT

Eligible Employees

With the exception of greeters, all regular employees are eligible to participate in this Plan after they have completed the age and service requirements. Greeters are not eligible to participate in the Plan. Employees who are working for us pursuant to a contract with an employee leasing organization or agency are not eligible to participate in the Plan. The eligibility of union employees will be subject to collective bargaining between us and the union.

Age and Service Requirements

If you are an eligible employee who is a warehouse employee, you will become a participant in the Plan on the next entry date after you attain age 21 and complete one year of service. If you are an eligible employee in any classification other than warehouse employee, you will become a participant in the Plan on the next entry date after you attain age 21. If you are an eligible employee who is not a highly compensated employee and you are the store manager of a facility acquired by the Company, you will become a participant in the Plan on the date you become an eligible employee. You will be credited with one (1) year of service at the end of your first employment year with us if you complete 1,000 or more hours of service during that period. If you do not complete 1,000 hours of service in your first 12 months of employment, you will be credited with one (1) year of service at the end of the first plan year in which you complete 1,000 or more hours of service.

Entry Dates

The entry dates are January 1 and July 1 of every year.

Participation Upon Reemployment

If you were a participant in the Plan when your employment terminated, you will be eligible to participate as of your reemployment date. You should contact the Human Resources Department for the procedure to resume your participation in the Plan. If you were not a participant in the Plan when your employment terminated, you must meet the eligibility requirements described above.

HOW YOUR RETIREMENT BENEFITS ARE DETERMINED

Compensation

For Plan purposes, “**compensation**” is your salary or wages before your retirement savings and flexible benefit plan contributions are deducted, and includes regular and overtime pay, bonuses, and commissions.

Your Retirement Savings Contributions

You may contribute to the Plan on a *pre-tax* basis by completing a “**retirement savings agreement.**” You may contribute any amount or whole percentage of your compensation.

You may revise your contribution level periodically and you may cancel your contributions at any time by giving us written notice. A revised agreement will apply to payroll periods beginning after January 1 or July 1 after you submit the revised agreement.

Your contributions will be credited to your “**retirement savings account.**” Your retirement savings account will be invested in accordance with your investment elections.

EXAMPLE: Let’s assume that you earned \$20,000 during the year and agreed to contribute 5% of your income to the Plan. Your retirement savings contribution for the year would be \$1,000.

$$\$20,000 \times 5\% = \$1,000$$

Your taxable income for the year would be reduced to \$19,000.

Your retirement savings contributions cannot exceed a certain dollar limit in any calendar year. The dollar limit was \$16,500 in 2009 and will be indexed for cost-of-living changes after 2009. We may impose other limits on your contributions if necessary to satisfy legal requirements for the Plan.

If you will be age 50 or older before the end of the year, you may make contributions in addition to those allowed in the previous paragraph. The additional contributions are called “**catch-up contributions**” and will be allowed in amounts up to the dollar limit which was \$5,500 for 2009 and will be indexed for cost of living changes after 2009. Your catch-up contributions will be credited to your retirement savings account, the same as your regular retirement savings contributions, and will be subject to the withdrawal, payment, and other rules or restrictions that apply to that account.

Matching Contributions

We may “**match**” a certain percentage of your retirement savings contributions. We will not match your catch-up contributions. We will determine the matching contribution formula on a year-by-year basis and these contributions will be credited to your “**matching account.**”

You will be eligible for a matching contribution if you are employed by us on the last day of the plan year and have completed 1,000 or more hours of service during the plan year.

Your Rollover Contributions

If you are eligible for or have received a distribution from the retirement plan of a previous employer, you may establish a “**rollover account**” in the Plan and transfer all or part of the distribution as a “**tax-free rollover**” contribution. You may have the funds transferred directly to your rollover account from the previous plan, or you may have the distribution paid to you and then deposit all or part of the distribution in your rollover account within 60 days of the date on which you received the distribution from the previous plan. If you elect to have any of the distribution paid to you, it will be subject to a 20% federal income tax withholding requirement. You should, therefore, arrange for a direct transfer of the amount you wish to roll over into this Plan.

You may also rollover funds from your individual retirement account ("IRA") to a rollover account in the Plan.

Your rollover account will be invested in the manner you direct. (See the Section entitled *Your Investment Options*.) Your interest in the rollover account is fully vested at all times.

There are some other requirements that must be satisfied before we will accept a rollover contribution. You may not rollover any "after-tax" funds. If you are interested in making a rollover contribution, you should contact us as early as possible so that the matter can be reviewed within the 60-day time limit.

YOUR ACCOUNTS AND VESTING

Your Accounts

You will have the following accounts under the Plan:

- Your "**retirement savings account**" is credited with your retirement savings and catch-up contributions, plus income.
- Your "**matching account**" is credited with our matching contributions, plus income.
- Your "**rollover account**" is credited with any rollover contribution you make to the Plan, plus income.

Vesting in Your Accounts

- You are 100% vested in your in your retirement savings and rollover accounts at all times.
- The money credited to your matching account belongs to you only to the extent that you are "**vested**" in the account. The portion of your account in which you are not vested may be forfeited if your employment terminates.

How You Become Vested

You become vested in your accounts as you accumulate years of "**service**" with us. You will become 100% vested after you complete four (4) years of service and will progress toward 100% vesting in accordance with the following schedule:

YEARS OF SERVICE	VESTED PERCENTAGE
Less than two (2) years	0%
Two (2) years	25%
Three (3) years	50%
Four (4) or more years	100%

How You Accumulate Years of Service

You earn a year of service for vesting purposes for each plan year in which you complete 1,000 or more “**hours of service.**” You earn an hour of service for every hour for which you are paid or entitled to payment by us. This includes regular time, vacation time, sick time, holidays and other hours for which we pay you.

If you take an authorized leave of absence for military service and apply to return to employment with us during the period in which your reemployment rights are protected by federal law, you will be credited with 40 hours of service for each week of the leave of absence.

Service Upon Reemployment

If you are reemployed before you have a break in service, all prior service will be reinstated immediately. If you had a break in service, your prior service will be reinstated after you complete one (1) additional year of service.

You are charged with a year of “**break in service**” for each plan year in which you earn less than 501 hours of service. If you are absent from work because of pregnancy, childbirth, placement of a child in connection with an adoption, or child care immediately following childbirth or adoption, we will credit you with eight (8) hours of service for each day of the absence, but not more than 501 hours for any such absence. If you take an unpaid leave of absence that meets the requirements of the Family and Medical Leave Act, we will credit you with your regularly scheduled hours of employment for each day of the leave.

Automatic Vesting

If you work for us until normal retirement age, or your employment with us terminates because of death or disability, you will be 100% vested regardless of your years of service.

YOUR INVESTMENT OPTIONS

Investment Responsibility

We intend for this Plan to qualify for the transfer of liability allowed by Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). This provision of ERISA allows us to give you the authority to direct the investment of your accounts among the investment choices offered by the Plan and make you responsible for the investment of your account. We have given you this authority and, as a result, the Company and anyone else who may be a fiduciary with respect to the Plan may be relieved of liability for any losses that are the result of your investment choices.

We will provide you with the information that you will need to enable you to make investment choices that are appropriate for you. You should review this information carefully before you make your investment choices.

Investment Funds Option

We have chosen a variety of funds into which you may invest your accounts. You may direct the investment of your accounts into one or more of these funds. We will provide you with information on these investment funds including the historical investment performance of each fund. The “**prospectus**” for each fund contains additional information such as any restrictions on voting rights and tender rights. Each prospectus also contains information about transaction fees and expenses (e.g., commissions, sales loads, deferred sales charges, redemption or exchange fees) in connection with purchases or sales of investment funds. You may also request the following information:

- A description of the annual operating expenses of each fund (e.g., investment management fees, administrative fees, transaction costs) that reduce the rate of return and the aggregate amount of these expenses expressed as a percentage of average net assets of the fund;
- Copies of any prospectuses, financial statements and reports, and other materials relating to the investment funds, to the extent the information is provided to the Plan;
- A list of the assets comprising the portfolio of each investment fund, the value of each such asset (or the proportion of the investment alternative it comprises), and, with respect to each such asset that is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;

- Information concerning the value of shares or units in the investment funds available, as well as the past and current investment performance of such alternatives, determined on a reasonable and consistent basis.

These investment funds should be prudent investments if held over a reasonable investment cycle. We hope that each investment fund will show a positive return every year, but there is no guarantee that one or more of the funds will not suffer a loss in any year.

Income

The income earned by each separate investment fund will be allocated to the accounts of participants who have elected to invest in the fund. The income of an investment fund is the gains or losses from the fund's investments minus expenses of administration.

The income will be allocated to accounts on a daily basis. We will provide you with a statement of your accounts after each quarterly accounting period showing your opening and closing balances, the contributions and income allocated to your accounts during the quarter, and withdrawals during the quarter.

EXAMPLE: Let's assume that you elect to invest your accounts in Fund One. The value of a share of Fund One is \$20 at the beginning of the quarter and the amount in your accounts permits you to purchase 100 shares. The value of your account at the beginning of the quarter is \$2,000 (100 shares x \$20). During the quarter, Fund One has capital gain and dividend distributions that increase the number of shares in your account to 101 and the fund's investment performance increases the value of a fund share to \$22. At the end of the quarter, the value of your account is \$2,222 (101 shares x \$22).

Investment Elections

You may direct the investment of your accounts by filing an "**investment election form**" with us. The investment election form will govern the investment of your accounts until you change your election by following the investment procedures for the Plan. The accounts of participants who do not file investment election forms with us will be invested in the "default" fund for the Plan.

If you do not file an investment election, your account will be invested in a "lifecycle" fund designed for your age group and this will be your investment election until you change your election by following the procedure described above. A lifecycle fund is an investment program that will invest your account in a diversified mixture of mutual funds that will include various stock funds, bond funds, and money market funds. Lifecycle funds are designed to be appropriate investment strategies for participants who want a diversified investment program that is managed by professional investment managers. The mixture of mutual funds will include a

higher percentage of stock or equity funds for younger participants and a higher percentage of bond or fixed income funds for older participants.

Lifecycle funds are adjusted automatically as participants get older. For example, the strategy for a fund that anticipates retirement in the year 2030 may be invested 80% in equity mutual funds and 20% in bond mutual funds, and the percentage invested in equity mutual funds will be reduced every year as the participant approaches retirement. Lifecycle funds enable you to have an actively managed investment portfolio without having to make any investment decisions.

BENEFITS

You may withdraw from your accounts as follows:

- You may withdraw from your retirement savings account after termination of employment or reaching age 59-1/2. Payment will be made to you as soon as administratively possible after you qualify and apply for payment.
- You may withdraw the vested amount in your matching account after your employment terminates or, if you are 100% vested in your account, age 59 1/2. Payment will ordinarily be made to you as soon as administratively possible after you qualify and apply for payment.
- You may withdraw from your rollover account at any time for any reason. Payment will be made to you as soon as administratively possible after you apply for payment.

HOW YOUR BENEFITS ARE PAID

Retirement and Disability Benefit

If your employment terminates after normal retirement age or because of disability, your benefits will be the total amount in your accounts after crediting your accounts with your share of contributions and income. This amount will be different for each person because of differences in compensation, length of service, amounts contributed under retirement savings agreements, and income.

Your benefit will be paid to you in one lump sum payment.

The trustee may begin paying benefits shortly after the trust accounting has been completed for the plan year in which your employment terminates. You may elect to have any or all of your benefits paid prior to the end of the plan year in which your employment terminates, but if you do so, you will not receive an allocation of income for the current year on the amount of the payment.

EXAMPLE: Let's assume you retire at age 65 and have \$25,000 in your accounts. This represents the amounts that we have contributed for you, your retirement savings and rollover contributions, and income. This amount will be distributed to you in a single payment.

Death Benefit

Your death benefit will be the total amount in your accounts after crediting your accounts with your share of contributions and income. The death benefit is paid to your “**beneficiary**” in the same manner as a normal retirement benefit.

If you have been married for at least one (1) year at the time of your death, your spouse will be your beneficiary automatically *unless* you and your spouse designate another beneficiary by completing the appropriate beneficiary designation and spouse's consent form. The spouse's consent must be executed in the presence of our representative or notary public.

If you are single, you may designate the beneficiary of your choice by completing the beneficiary designation form we make available. If you get married, your spouse will become your beneficiary automatically after one (1) year of marriage. If you do not designate a beneficiary or your beneficiary dies before you, the death benefit will be paid to your spouse, if surviving, and if not to your estate.

A beneficiary designation becomes effective when it is filed with us and each beneficiary designation form you file with us supersedes all previous forms. You should review your beneficiary designation periodically and file a new form with us whenever your marital status or other circumstances change.

Termination Benefit

- **Your “Vested” Portion**

If your employment terminates before you reach normal retirement age for any reason other than disability or death, you will be entitled to the “**vested**” portion of your matching account, and the full amount of your retirement savings and rollover accounts. Your termination benefit is paid in the same manner as a retirement benefit.

EXAMPLE 1: Let's assume your employment terminated after you had earned eight (8) years of service (100% vested). Let's assume your account balances at the time total \$12,000. This amount will

be paid to you in the manner you elect from the options listed under “*Retirement and Disability Benefits.*”

EXAMPLE 2: Let’s assume your employment terminated after you had earned three (3) years of service (50% vested). Let’s assume your matching account balance at the time was \$2,250. Your vested interest in the account is \$1,125 (50% of \$2,250). This amount will be paid to you in a single lump sum along with your retirement savings and rollover accounts.

- **Forfeiture - Your “Non-vested” Portion**

The balance or “**non-vested**” portion of your matching account will be held until a “**forfeiture**” occurs. A forfeiture will occur when:

- You have five (5) consecutive years of break in service; or
- You request and receive a lump sum payment of the vested portion of your accounts prior to the end of the second plan year following the year of termination.

You are charged with a year of “**break in service**” for each plan year in which you earn less than 501 hours of service. If you are absent from work because of pregnancy, childbirth, placement of a child in connection with an adoption, or child care immediately following childbirth or adoption, you will be credited with eight (8) hours of service for each day of the absence, but not more than 501 hours for any such absence. If you take an unpaid leave of absence that meets the requirements of the Family and Medical Leave Act, you will be credited with your regularly scheduled hours of employment for each day of the leave.

- **Use of Forfeitures**

Forfeitures will be used to pay expenses of administering the Plan, matching contributions, and other obligations of the Plan.

- **Restoration of Account**

If you are rehired before you have five (5) consecutive years of break in service, your forfeited account balance will be restored if you repay the amount of the earlier payment within five (5) years after your reemployment date. If you do not repay the amount of the distribution within five (5) years, you will have no further rights to the amount forfeited.

EXAMPLE: Let’s assume you terminated your employment in September 2009 with three (3) years of service (50% vested) and a Company contribution account balance of \$2,250. In 2010, you

requested and received the \$1,125 vested portion of your account. The balance of your account (\$1,125) will be forfeited. On February 1, 2011, you are rehired by us. The \$1,125 forfeiture will be restored to your account if you pay back the \$1,125 to the trust prior to February 1, 2016.

Pre-Retirement Withdrawals

After you reach age 59-1/2, you may withdraw all or any part of the amounts credited to your retirement savings and rollover accounts and, if you are 100% vested in your matching contribution account, from your matching contribution account, even though your employment has not terminated. Once you reach age 70-1/2, you may withdraw all or any part of the amounts credited to any of your accounts even though your employment has not terminated. If you elect a pre-retirement withdrawal, you will continue to participate in the Plan and may elect as many as one (1) pre-retirement withdrawal per plan year.

Mandatory Pre-Retirement Withdrawals

If you are a 5% owner of the Company and you continue working for us after you reach age 70-1/2, you will be required to begin withdrawing from your accounts not later than April 1 of the year following the year in which you attain age 70-1/2. The Federal Tax Code requires you to withdraw certain minimum amounts every year after age 70-1/2. These mandatory annual withdrawals will be calculated so that you will withdraw your entire account over your life expectancy or the joint life expectancy of you and your spouse.

Loans To Participants

You may borrow up to 50% of your vested accounts if you experience a financial hardship. Financial hardship will include medical expenses, tuition for you or your dependents, or the purchase of your primary residence. You may have only one loan outstanding at any time. Loans will be secured by an assignment of 50% of your vested interest in the trust.

- **Loan Amount and Interest**

The minimum amount of any loan will be \$1,000 and the maximum will be \$50,000. Loans will bear interest at a rate comparable to the rates charged by local banks for comparable loans. The money you borrow from the trust will be treated as having been withdrawn from your account and, therefore, you will not share in the income of the trust fund on the amount of the loan. Your account will be credited with the interest you pay on the loan.

- **Loan Repayment**

Loans must be repaid within a specified period which cannot exceed five (5) years unless proceeds of the loan are to be used to purchase your principal residence. You must repay your loan through payroll deductions.

- **Loan Requests**

You must submit a written loan application, which you can obtain from the Administrator

- **Default**

Your loan will be in “**default**” when a payment due in any calendar quarter has not been made within 90 days after the end of the quarter. Once your loan is in default, the trustee will report the balance of the loan as a taxable payment and issue you an IRS form 1099-R. The defaulted loan will continue to be outstanding until it is repaid.

If your loan goes into default while you are on an unpaid leave of absence that does not last for longer than one (1) year, the loan will not be reported as a distribution as long as the loan is repaid within five (5) years of the date on which the loan was made. When your leave ends, your payments will be recalculated so that your loan balance plus interest will be paid within the five (5) year period.

If your loan goes into default while you are on a leave of absence for military service that lasts for longer than one (1) year, the loan will not be reported as a distribution as long as the loan is repaid within five (5) years of the date on which it was made or, if later, within the original term of the loan plus your period of active military service. When your leave ends, your payments will be recalculated so that your loan balance plus interest will be paid within the five (5) year period plus your period of active military service. If the interest rate on your loan was more than 6%, the interest rate on your loan during your period of military service will not exceed 6%.

- **Benefit Payments**

You must repay the loans before you will be eligible to receive any payment of benefits from the trust, other than hardship withdrawals. When you are eligible for benefits under the Plan, you may repay an outstanding loan or the promissory note will be included as part of your payment of benefits.

Payments Pursuant to Orders by Divorce Courts

Payments are also permitted when ordered by a divorce court in a “**qualified domestic relations order.**” A divorce court may order the Plan to pay amounts from your account to your spouse, former spouse, child, or other dependent. These orders may require the Plan to pay the vested amounts from your accounts at any time after we have determined that the order is qualified.

If we receive a domestic relations order involving your account in the Plan, we will notify you of the receipt of the order and give you an opportunity to comment on or object to the contents and validity of the order. We will then determine whether the order satisfies the

requirements for a qualified domestic relations order and notify you accordingly. If the order qualifies, we will comply with the terms of the order.

HOW YOU APPLY FOR BENEFITS

Applying for Benefits

You should inquire about your benefits under the Plan when your employment terminates. You may obtain application forms from the human resources department. After you file your application, we will review your application and advise you of the amount of your benefits and the optional methods of payment. Normally, we will process your application within 90 days, 45 days if you are applying for disability retirement benefits. If there are special circumstances that require more time, we will notify you about the special circumstances and the date by which we will complete our review. This extension will not be more than 90 days, 45 days if you are applying for disability retirement benefits.

If you are not eligible for a benefit, we will give you an explanation in writing or electronically of why you are ineligible, whether you can become eligible by supplying additional materials, the reason the additional items are needed, and your right to appeal the decision through the Plan's appeal procedure.

Failure To Apply For Payment

If you do not apply for payment within 90 days after we furnish you with an application, we will administer your account as follows:

- If your account is \$1,000 or less, we will pay you the account balance minus income tax withholding.
- If your account balance is more than \$1,000 but less than \$5,000, we may maintain your account and charge the expenses of administering the account to the account, or we may establish an IRA in your name with a qualified vendor and transfer your account balance to the IRA. If we establish an IRA for you, the IRA will be invested in an investment product designed to preserve the amount transferred and provide you with a reasonable rate of return and liquidity. All expenses incurred in establishing and maintaining your IRA will be paid from the IRA. You may contact the Plan Administrator at the address and phone number listed under the heading "*General Information*" for more information regarding the IRA provider and the fees and expenses charged by the provider to establish and maintain the IRA.
- If your account balance is more than \$5,000, we will maintain your account and charge the expenses of administering the account to the account until you apply for payment or reach age 65. You may continue to direct the investment of your

account. After you reach age 65, we will pay you the amount in your account in a single lump sum payment.

- If you die before your account is paid to you or your IRA, we will administer your account as follows:
 - If your spouse is the beneficiary and does not apply for payment, we will maintain the account for your spouse and charge the account with expenses of administering the account. If your spouse has not applied for payment by the time you would have reached age 65, we will pay your spouse the entire account balance in a single lump sum payment.
 - If someone other than your spouse is the beneficiary, we will pay your account to the beneficiary as elected by the beneficiary. If the beneficiary does not apply for payment, payment will be made to the beneficiary in five annual installments with the first installment paid prior to the first anniversary of your death.

The Plan's Appeal Procedure

The Plan's procedure for filing an appeal is:

- At your request, we will provide you or your authorized representative reasonable access to and copies of all documents, records, and other information relating to your application for benefits;
- You must file a **written** notice of appeal with us within 60 days (180 days if your claim is for disability retirement benefits) after you receive a notice of denial. You must file **in writing** all the documents, comments, records, and other information relating to your appeal that you wish to have considered in the appeal with your notice of appeal;
- We will review your appeal and take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether it was submitted or considered in our initial determination.
- Unless there are special circumstances requiring more time, we will advise you of our decision within 60 days after we receive your notice of appeal. If an extension is necessary, we will notify you before the end of the initial 60 day period of the special circumstances requiring the extension and the date by which our determination will be made. The extension will not be for more than 60 days.
- If your appeal is for disability retirement benefits, we will consult with a health care professional with appropriate training in the medical field involved to advise us in any medical judgment and we will identify all medical and vocational experts that advised us in our determination. These medical professionals will be

different from and independent of the professionals we consulted at the time of your initial application. We will respond to your appeal in the same manner as we respond to other appeals except that we will advise you of our decision within 45 days instead of 60 days.

- Our decision on your appeal will be delivered to you *in writing*. The decision will be written in a manner that you can understand and will describe the reasons for the decision and refer you to the specific Plan provisions upon which we based our decision. The notice will contain a statement that you may request reasonable access to and copies of all documents, records and other information relevant to your claim.

HOW PAYMENTS FROM THE PLAN ARE TAXED

The amounts contributed to the Plan on your behalf are not included in your income for tax purposes until you begin to receive payments from the Plan. The taxation of your Plan benefits is deferred until you actually receive the money from the Plan. When you begin to receive payments from the Plan, you may be eligible for some special tax provisions that will enable you to defer payment of taxes until a later date or at least minimize the taxes payable for the year of the payments.

- **Rollover**

When you are eligible for a payment from the Plan, you may, in most cases, defer the payment of taxes on the payment until a later date if you have the payment transferred directly into your individual retirement account (“IRA”) or the retirement plan of your next employer. This is known as a “**rollover**” of the payment. The IRA may be established with a bank, insurance company, or other financial institution of your choice. You may rollover part of the payment and defer payment of taxes on the amount rolled over.

You may also rollover a payment by having it paid to you and then depositing the payment in your IRA within 60 days after you receive the payment. This option is complicated by the fact that the payment to you will be subject to a 20% withholding requirement for federal income tax purposes and, therefore, you will only receive 80% of the amount eligible for a tax free rollover. Thus, if you are planning to rollover all or part of your payment, you should have the rollover amount transferred directly to your IRA or other qualified retirement plan.

You will not be eligible for a tax-free rollover of any payment if the payment is:

- one of a series of installment payments made over a specified period of 10 or more years, or over the life expectancy of you and your spouse or other beneficiary; or
- a mandatory payment payable to you after age 70-1/2; or
- a hardship withdrawal.

These payments must be included in your taxable income for the year in which you receive the payment.

- **Income Averaging**

If you receive payment of the entire amount in your account in a single calendar year, you may be eligible for “**income averaging**” that may enable you to pay taxes on the payment at a lower rate. Under current law, income averaging is available only for persons born before 1936. You should check the status of the income averaging rules at the time you are eligible for payment.

- **Additional Taxes**

If you receive payments from the Plan prior to reaching age 59-1/2 and do not rollover the payment into an IRA, you may be subject to an *additional* 10% tax on the amount of the payment. There are a host of exceptions to the 10% penalty tax. The penalty tax does not apply, for example, if the payment was made on account of death or disability retirement, or as part of a series of substantially equal payments over your life expectancy, or on account of termination of employment after age 55, or pursuant to qualified domestic relations orders, or to cover medical expenses.

The rules on the taxation of payments from this Plan are complex and contain a variety of exceptions and special provisions. The explanation in this section does not include all of the exceptions and special provisions. You should contact your own tax adviser to discuss the tax consequences of your payments and the techniques you may employ to defer or minimize the taxes.

YOUR RIGHTS AS A PARTICIPANT

Your “ERISA” Rights and Protections

As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (“ERISA”). You are entitled to:

- **Receive Information About The Plan and Your Benefits.**

You may:

- Examine, without charge, at our office and other specified locations all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to us, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. We will charge you a reasonable amount for the copies.
- Receive a summary of the Plan's annual financial report. We are required to furnish you with a copy of this summary annual report (SAR).
- Obtain a statement of your account at least annually free of charge.

- **Prudent Actions by Plan Fiduciaries.**

In addition to creating rights for participants, ERISA imposes duties on the people who are responsible for the operation of the Plan. These people are called “**fiduciaries**” and they have a duty to administer the Plan prudently and in the interest of you and other participants and beneficiaries. No one, including your employer, union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit from the Plan or exercising your rights under ERISA.

- **Enforce your Rights.**

If your application for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. See the section entitled “*How You Apply for Benefits*” for the schedules that apply to an appeal of a claim for benefits.

Under ERISA, there are steps you can take to enforce your rights:

- You may file a suit in federal court if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days (unless the reason you did not receive them is beyond our control), or you disagree with the Plan's decision (or lack thereof) concerning the qualified status of a domestic relations order.

- You may file suit in a state or federal court, if you followed the Plan’s application and appeal procedures and your claim for benefits is denied or ignored, in whole or in part.
- You may seek assistance from the U.S. Department of Labor or file suit in a federal court, if the fiduciaries misuse the Plan’s money or you are discriminated against for asserting your rights.

The court will decide who should pay court costs and legal fees and may impose fines on the plan administrator. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees.

- **Assistance with Your Questions.**

If you have any questions about the Plan, you should contact Human Resources. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents, you may contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, which is listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the “Publications Hotline” of the Employee Benefits Security Administration.

Credit for Military Service

If you take an authorized leave of absence for military service and apply to return to employment with us during the period in which your reemployment rights are protected by federal law, you will be entitled to the following:

- **Service Credit**

You will be credited with 40 hours of service for each week of the leave of absence.

- **Contributions**

You may make up retirement savings contributions that were not made during your military service leave. We will contribute matching contributions on your “**make-up retirement savings contributions**” using the matching formulas in effect during your military service leave.

- **If You Die While Performing Military Service**

If you die while performing qualified military service, you will be 100% vested in your account and your surviving spouse or other beneficiaries will be entitled to the death benefits provided under the Plan.

Limitations

The Plan is only a retirement plan. It does not constitute a contract of employment between you and us, and does not give you any right to continued employment with us. If your employment with us terminates for any reason, you will be entitled to the benefits you have earned under the Plan in accordance with these terms and conditions. The provisions of the Plan as described in this summary will apply only to persons who are employed by us or have an account balance under the Plan on or after January 1, 2009. The vested portion of the account balance of terminated employees will be determined by the vesting schedule in effect on the date their employment terminated.

Federal tax law limits the amount that can be added to your accounts under the Plan each year. For 2009 the total that may be allocated to your employer contribution accounts including your retirement savings contributions is \$49,000 or 100% of your compensation, whichever is less. For 2009, the Plan cannot consider more than \$245,000 of your annual compensation in determining the amount of contributions that may be allocated to your account. These dollar limits apply in 2009 and will be adjusted for inflation in the future.

The Plan may be amended at any time and from time to time. An amendment cannot reduce the benefits that you have earned to the date of the amendment. An amendment will ordinarily be effective on the first day of the plan year in which it is adopted. If the amendment significantly changes the provisions of the Plan outlined in this summary plan description, a new summary plan description or supplement will be furnished to participants and beneficiaries.

Plan Administration

The Company is the “**plan administrator**” and has the responsibility and discretionary authority for interpreting the terms of the Plan, for determining eligibility for participation and benefits, and for determining the amount of a participant’s benefits. The plan administrator will resolve all disputes with respect to the interpretation of the Plan in accordance with the appeal procedures for the Plan.

Top Heavy Provisions

The Plan contains some provisions that will apply if the Plan becomes “**top heavy.**” The Plan will be top heavy if more than 60% of the benefits under this Plan and any other “**retirement**” plan we maintain are payable to our officers or shareholders.

At present, the Plan is not top heavy and it is not likely to become top heavy in the future. If the Plan becomes top heavy in the future, participants who are not officers or shareholders and are employed by us at the end of the plan year will be entitled to a basic contribution for the year.

Protection from Creditors

Your interest in this Plan is subject to the “**spendthrift**” provisions of the Plan. The spendthrift provisions protect your interest from garnishment or seizure by your creditors. These provisions also prevent you from assigning or pledging your interest in the Plan as security for a loan or other obligation. These spendthrift provisions do not apply to assignments made in a qualified domestic relations order that is entered by a divorce court or to loans from the Plan.

WHAT HAPPENS IF THE PLAN IS TERMINATED

We intend to continue this Plan on a permanent basis, but we reserve the right to terminate the Plan. If the Plan is terminated, you will be 100% vested in your account balance. The trust fund will be continued for your benefit and will not be returned to us. The Plan is not eligible for termination insurance coverage through the Pension Benefit Guaranty Corporation (PBGC). This insurance is only available for defined benefit pension plans.

GENERAL INFORMATION

Plan Administrator: Hollywood Supermarkets, Inc.
2670 West Maple Road
Troy, Michigan 48084

Phone: (248) 643-6770

Name of Plan: Hollywood Supermarkets, Inc. 401(k)
Plan

Type of Plan: Defined contribution plan

Plan Effective Date: June 1, 2001

Plan Year: January 1 through December 31

Plan Number: 002

Employer ID Number: 38-1799954

Agent for Service of Process: Hollywood Supermarkets, Inc.
(Service of process may also be made on the Trustee.)
2670 West Maple Road
Troy, Michigan 48084

Trustee: William D. Welch
Thomas C. Welch
Kimberly Welch Harlan

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**SUPPLEMENT TO
SUMMARY PLAN DESCRIPTION
FOR THE
HOLLYWOOD HOLDING COMPANY, LLC 401(k) PLAN**

We recently amended the Hollywood Holding Company, LLC 401(k) Plan to change the Plan name and Plan Sponsor to reflect changes in the Company's corporate structure, to remove reference to warehouse employees, to permit hardship withdrawals, to permit loans for any purpose and to permit more than one (1) in-service distribution per year upon attainment of age 59-1/2. The changes that have been made to the Plan affect the information previously reported in your Summary Plan Description. Please read this Supplement carefully so that you will be aware of changes which may affect you. Attach this Supplement to your Summary Plan Description.

- 1. The name of the Company is Hollywood Holding Company, LLC.**
- 2. The name of the Plan is Hollywood Holding Company, LLC. 401(k) Plan.**
- 3. The *Age and Service Requirements* section of the Summary Plan Description is revised to read as follows:**

If you are an eligible employee, you will become a participant in the Plan on the next entry date after you attain age 21. If you are an eligible employee who is not a highly compensated employee and you are the store manager of a facility acquired by the Company, you will become a participant in the Plan on the date you become an eligible employee. You will be credited with one (1) year of service at the end of your first employment year with us if you complete 1,000 or more hours of service during that period. If you do not complete 1,000 hours of service in your first 12 months of employment, you will be credited with one (1) year of service at the end of the first plan year in which you complete 1,000 or more hours of service.

- 4. The **BENEFITS** section is amended to read as follows:**

You may withdraw from your accounts as follows:

- You may withdraw from your retirement savings account after termination of employment or reaching age 59 1/2, or upon incurring a hardship as described in the next section. Payment will be made to you as soon as administratively possible after you qualify and apply for payment.
- You may withdraw the vested amount in your matching account after your employment terminates or, if you are 100% vested in your account, age 59-1/2. Payment will ordinarily be made to you as soon as administratively possible after you qualify and apply for payment.
- You may withdraw from your rollover account at any time for any reason. Payment will be made to you as soon as administratively possible after you apply for payment.

5. The Section *Pre-Retirement Withdrawals* is modified to read as follows:

After you reach age 59-1/2 , you may withdraw all or any part of the amounts credited to your retirement savings and rollover accounts and, if you are 100% vested in your matching contribution account, from your matching contribution account, even though your employment has not terminated. Once you reach age 70 1/2, you may withdraw all or any part of the amounts credited to any of your accounts even though your employment has not terminated. If you elect a pre-retirement withdrawal, you will continue to participate in the Plan.

6. A new Section is added to permit *Hardship Withdrawals*, to read as follows:

Hardship Withdrawals

You may withdraw part of your retirement savings if the withdrawal is reasonably necessary to enable you to meet a financial hardship. The amount of the withdrawal cannot exceed the amount required to correct the hardship or the amount of your retirement savings contributions. The Company will determine if you are eligible for a hardship withdrawal based on the information you provide.

Hardship withdrawals will be permitted to enable you to:

- Purchase your principal residence
- Prevent foreclosure on your principal residence or eviction from your principle residence
- Pay educational expenses for you or a dependent or designated beneficiary for the next year
- Pay uninsured medical expenses for you or a dependent or designated beneficiary or for these persons to obtain medical care
- Pay funeral expenses for your parents, spouse, dependents, or designated beneficiary
- Pay for repairs to your principal residence that qualify as a "casualty loss."

The amount of the hardship withdrawal will, in most cases, be included in your income for tax purposes and subject to an additional 10% excise tax. You should consider all other optional forms of financing your hardship before requesting a hardship withdrawal. If you receive a hardship withdrawal, you will not be eligible to make any further contributions to the Plan for six (6) months after the date of the withdrawal.

You may be eligible for a loan from the Plan as explained below. If you are, you must take a loan before receiving a hardship withdrawal.

7. The introductory paragraph to the Section *Loans To Participants* is modified to read as follows:

You may borrow up to 50% of your vested accounts. You may have only one loan outstanding at any time. Loans will be secured by an assignment of 50% of your vested interest in the trust.

Dated: _____, 2012

Hollywood Holding Company, LLC

EIN: 27-3954373

PN: 002