

## Required Notices and Documents

# UFCW Members, Local Unions, and Multi-Employer 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](mailto: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**.

<b>Eligibility</b>	
<b>Excluded Employees</b>	Refer to the collective bargaining agreement and participation agreement signed by your employer.
<b>Employee Elective Salary Deferral</b>	<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"> <li>You must attain age 18</li> <li>You must complete 3 months service</li> </ul>
<b>Employee Automatic Enrollment &amp; Salary Deferral</b>	No
<b>Matching Contributions by Employer</b>	Refer to the collective bargaining agreement and participation agreement signed by your employer.
<b>Other Contributions by Employer</b>	Refer to the collective bargaining agreement and participation agreement signed by your employer.
<b>Plan Enrollment Entry Dates</b>	
<b>Elective Salary Deferral and Matching Contributions</b>	On the first day of each plan quarter coincident with or next following the time you meet the eligibility criteria specified above.
<b>Other Contributions by Employer</b>	Refer to collective bargaining agreement and participation agreement signed by your employer.
<b>Contributions and Contribution Limits</b>	
<b>Employee Salary Deferral (Automatic or Elective)</b>	<p>You may make Regular 401(k) deferrals (pre-tax) into the Plan. Some employer may permit you to make Roth 401(k) deferrals (after-tax). This will be indicated in the participation agreement.</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 ("<b>catch up contribution</b>") to the Plan. The dollar limit for 2020 is \$6,500.</p>
<b>Matching Contributions by Employer</b>	Refer to collective bargaining agreement and participation agreement signed by your employer.
<b>Profit Sharing Contributions</b>	Refer to collective bargaining agreement and participation agreement signed by your employer.
<b>Rollovers into the Plan</b>	The Plan may accept a <b>Rollover Contribution</b> 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 <b>Rollover Contribution Account</b> .

### 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 Match

Refer to collective bargaining agreement and participation agreement signed by your employer.

#### Profit Sharing Contributions

Refer to collective bargaining agreement and participation agreement signed by your employer.

### 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 lessor 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](http://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](http://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](http://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](http://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 f

## 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](mailto:Service@FinancialFreedomHouse.com)

## Key Contact Information

Call 800-754-9933 or send an email to [Service@FinancialFreedomHouse.com](mailto: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)



## UFCW Members, Local Unions, and Multi-Employer 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](http://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.

## 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: \$22,840,540.26

Participants: 1,439

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:** Calculated based on the fee schedule (ABG - Annual Plan Adminis \$50,931  
*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 - Administration Per P \$48,170  
*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. \$11,420  
*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:** \$42,698.00 flat fee assessed yearly. \$42,698  
*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:** \$19,950.00 flat fee assessed yearly. \$19,950  
*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:** \$20,717.00 flat fee assessed yearly. \$20,717  
*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:** \$50,898.00 flat fee assessed yearly. \$50,898  
*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 to Innes & Lotito CPAs, PC for Auditor services

- + **Annual Plan Audit and Tax Filing:** \$18,000.00 flat fee assessed yearly. \$18,000  
*Fees for assisting Client with the preparation and filing of the Plan's Form 5500 and audited financial statements.*

#### Direct fees paid via the expense ratio to the investment manager

- + **Effective Mgmt Fee:** 25.01 bps of plan assets assessed annually. \$57,136

### Net annual recurring fees

**\$320,420**

1.40% of plan assets or approximately \$14.03 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
<b>Large-Cap Equity</b>			
<b>Vanguard 500 Index Admiral (VFIAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
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			
<b>Vanguard Total Stock Mkt Idx Adm (VTSAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
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			
<b>TIAA-CREF Large-Cap Gr Idx Instl (TILIX)   TIAA Investments   MF</b> <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>			
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			
<b>TIAA-CREF Large-Cap Value Idx Inst (TILVX)   TIAA Investments   MF</b> <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>			
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
<b>Mid-Cap Equity</b>			
<b>Vanguard Mid Cap Index Admiral (VIMAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
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			
<b>Small-Cap Equity</b>			
<b>DFA US Small Cap I (DFSTX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
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			
<b>Developed International Equity</b>			
<b>DFA International Core Equity I (DFIEX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
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			
<b>Emerging Market Equity</b>			
<b>DFA Emerging Markets Core Equity I (DFCEX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
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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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Real Estate</b>			
<b>DFA Global Real Estate Securities Port</b> (DFGEX)   Dimensional Fund Advisors   MF <a href="http://www.dimensional.com">www.dimensional.com</a>			
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
	23.07% - Benchmark return	7.52% - Benchmark return	11.51% - Benchmark return
<u>Performance Benchmark</u>	Earned \$245.50 per \$1000 invested	Earned \$391.00 per \$1000 invested	Earned \$1,164.00 per \$1000 invested
S&P Global REIT TR USD	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			
<b>Long-Term Fixed Income</b>			
<b>MFS Corporate Bond R6</b> (MFBKX)   MFS   MF <a href="http://www.mfs.com">http://www.mfs.com</a>			
Your Share Class Inception: 06/01/2012	15.69% - Investment return	4.70% - Investment return	<b>5.82% - Investment return</b>
Oldest Share Class Inception: 05/08/1974	14.06% - Median peer return	4.31% - Median peer return	5.59% - Median peer return
	15.36% - Benchmark return	4.63% - Benchmark return	5.55% - Benchmark return
<u>Performance Benchmark</u>	Earned \$156.90 per \$1000 invested	Earned \$235.00 per \$1000 invested	Earned \$582.00 per \$1000 invested
BBgBarc US Corp Bond TR USD	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			
<b>Intermediate Fixed Income</b>			
<b>TIAA-CREF Bond Instl</b> (TIBDX)   TIAA Investments   MF <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a>			
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
	11.35% - Benchmark return	3.48% - Benchmark return	4.11% - Benchmark return
<u>Performance Benchmark</u>	Earned \$115.10 per \$1000 invested	Earned \$188.00 per \$1000 invested	Earned \$432.00 per \$1000 invested
BBgBarc US Universal TR USD	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			
<b>DFA Intermediate Govt Fixed-Income I</b> (DFIGX)   Dimensional Fund Advisors   MF <a href="http://www.dimensional.com">www.dimensional.com</a>			
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
	10.99% - Benchmark return	2.71% - Benchmark return	3.01% - Benchmark return
<u>Performance Benchmark</u>	Earned \$118.10 per \$1000 invested	Earned \$150.50 per \$1000 invested	Earned \$345.00 per \$1000 invested
BBgBarc US Government TR USD	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			

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Intermediate Fixed Income (Cont.)</b>			
<b>Vanguard GNMA Adm (VFIJX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
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			
<b>International Fixed Income</b>			
<b>DFA World ex US Government Fxd Inc I (DWFIX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
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			
<b>High Yield Fixed Income</b>			
<b>Vanguard High-Yield Corporate Adm (VWEAX)   Vanguard   MF</b> <a href="http://www.vanguard.com">www.vanguard.com</a>			
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			
<b>Commodities</b>			
<b>DFA Commodity Strategy Institutional (DCMSX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
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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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Allocation</b>			
<b>Dimensional 2010 Target Dt Rtr Inc Instl (DRIBX)   Dimensional Fund Advisors   MF</b>			<a href="http://www.dimensional.com">www.dimensional.com</a>
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	4.61% - Median peer return	6.75% - Median peer return
	10.85% - Benchmark return	4.74% - Benchmark return	6.71% - Benchmark return
<u>Performance Benchmark</u>	Earned \$100.90 per \$1000 invested		
Morningstar Lifetime Mod 2010 TR USD	Outperformed 57% of its 146 peers		
Total Annual Investment Expenses	Investment return since inception is 4.93% for your share class		
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			
<b>Dimensional 2020 Target Dt Rtr Inc Instl (DRIRX)   Dimensional Fund Advisors   MF</b>			<a href="http://www.dimensional.com">www.dimensional.com</a>
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	5.11% - Median peer return	7.39% - Median peer return
	12.53% - Benchmark return	5.56% - Benchmark return	7.92% - Benchmark return
<u>Performance Benchmark</u>	Earned \$129.40 per \$1000 invested		
Morningstar Lifetime Mod 2020 TR USD	Outperformed 97% of its 253 peers		
Total Annual Investment Expenses	Investment return since inception is 6.17% for your share class		
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			
<b>Dimensional 2025 Target Dt Rtr Inc Instl (DRIUX)   Dimensional Fund Advisors   MF</b>			<a href="http://www.dimensional.com">www.dimensional.com</a>
Your Share Class Inception: 11/02/2015	14.33% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	11.04% - Median peer return	5.68% - Median peer return	8.22% - Median peer return
	13.03% - Benchmark return	6.05% - Benchmark return	8.64% - Benchmark return
<u>Performance Benchmark</u>	Earned \$143.30 per \$1000 invested		
Morningstar Lifetime Mod 2025 TR USD	Outperformed 99% of its 239 peers		
Total Annual Investment Expenses	Investment return since inception is 7.17% for your share class		
0.21% - Expense ratio			
0.67% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.10 annually per \$1000 invested	None		
Costs less than 94% of its 240 peers			
<b>Dimensional 2030 Target Dt Rtr Inc Instl (DRIWX)   Dimensional Fund Advisors   MF</b>			<a href="http://www.dimensional.com">www.dimensional.com</a>
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	6.03% - Median peer return	8.66% - Median peer return
	13.22% - Benchmark return	6.55% - Benchmark return	9.29% - Benchmark return
<u>Performance Benchmark</u>	Earned \$142.00 per \$1000 invested		
Morningstar Lifetime Mod 2030 TR USD	Outperformed 99% of its 245 peers		
Total Annual Investment Expenses	Investment return since inception is 7.71% for your share class		
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			

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Allocation (Cont.)</b>			
<b>Dimensional 2035 Target Dt Rtr Inc Instl (DRIGX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 11/02/2015	12.42% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	11.76% - Median peer return 13.09% - Benchmark return	6.41% - Median peer return 6.93% - Benchmark return	9.16% - Median peer return 9.72% - Benchmark return
<u>Performance Benchmark</u>	Earned \$124.20 per \$1000 invested Outperformed 72% of its 233 peers		
Morningstar Lifetime Mod 2035 TR USD	Investment return since inception is 7.79% for your share class		
Total Annual Investment Expenses	-----		
0.25% - Expense ratio	-----		
0.68% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.50 annually per \$1000 invested	Contractual expense waiver of 0.02%. Expires on 2020-2-28. Gross expense ratio is 0.27%.		
Costs less than 93% of its 233 peers	-----		
<b>Dimensional 2040 Target Dt Rtr Inc Instl (DRIHX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
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	-----		
<b>Dimensional 2045 Target Dt Rtr Inc Instl (DRIIX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
Your Share Class Inception: 11/02/2015	11.32% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	11.99% - Median peer return 12.72% - Benchmark return	6.78% - Median peer return 7.14% - Benchmark return	9.48% - Median peer return 9.86% - Benchmark return
<u>Performance Benchmark</u>	Earned \$113.20 per \$1000 invested Outperformed 29% of its 233 peers		
Morningstar Lifetime Mod 2045 TR USD	Investment return since inception is 8.82% for your share class		
Total Annual Investment Expenses	-----		
0.26% - Expense ratio	-----		
0.71% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.60 annually per \$1000 invested	Contractual expense waiver of 0.02%. Expires on 2020-2-28. Gross expense ratio is 0.28%.		
Costs less than 91% of its 233 peers	-----		
<b>Dimensional 2050 Target Dt Rtr Inc Instl (DRIJX)   Dimensional Fund Advisors   MF</b> <a href="http://www.dimensional.com">www.dimensional.com</a>			
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 12.66% - Benchmark return	6.85% - Median peer return 7.08% - Benchmark return	9.52% - Median peer return 9.77% - Benchmark return
<u>Performance Benchmark</u>	Earned \$112.80 per \$1000 invested Outperformed 26% of its 245 peers		
Morningstar Lifetime Mod 2050 TR USD	Investment return since inception is 8.85% 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 0.04%. Expires on 2020-2-28. Gross expense ratio is 0.30%.		
Costs less than 92% of its 245 peers	-----		

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Your Investment Options	Total Annualized Returns		
	1-Year	5-Year	10-Year
<b>Allocation (Cont.)</b>			
<b>Dimensional 2055 Target Dt Rtr Inc Instl (DRIKX)   Dimensional Fund Advisors   MF</b>			<a href="http://www.dimensional.com">www.dimensional.com</a>
Your Share Class Inception: 11/02/2015	11.26% - Investment return	N/Av	N/Av
Oldest Share Class Inception: 11/02/2015	12.08% - Median peer return	6.89% - Median peer return	9.43% - Median peer return
	12.65% - Benchmark return	7.01% - Benchmark return	9.66% - Benchmark return
<u>Performance Benchmark</u>	Earned \$112.60 per \$1000 invested		
Morningstar Lifetime Mod 2055 TR USD	Outperformed 26% of its 233 peers		
Total Annual Investment Expenses	Investment return since inception is 8.82% for your share class		
0.26% - Expense ratio			
0.71% - Median peer expenses	<u>Shareholder-type expenses (If applicable)</u>		
Charged \$2.60 annually per \$1000 invested	Contractual expense waiver of 0.13%. Expires on 2020-2-28. Gross expense ratio is 0.39%.		
Costs less than 91% of its 233 peers			
<b>Dimensional 2060 Target Dt Rtr Inc Instl (DRILX)   Dimensional Fund Advisors   MF</b>			<a href="http://www.dimensional.com">www.dimensional.com</a>
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			
<b>Stable Value / Money Market</b>			
<b>Reliance MetLife Series 25157 CI 0   Custom</b>			
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:** \$22,840,540.26      **# of Participants:** 1,439

### Compensation Fee Schedules

#### ABG - Annual Plan Administration and Recordkeeping - (35)

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	35.00	1,500,000.00	5,250.00	5,250.00
1,500,001.00	3,000,000.00	30.00	1,500,000.00	4,500.00	4,500.00
3,000,001.00	6,000,000.00	25.00	3,000,000.00	7,500.00	7,500.00
6,000,001.00	and up	20.00	16,840,540.26	33,681.08	33,681.08
<b>Total annual \$ amount for your plan</b>					<b>\$50,931.08</b>

#### ABG - Administration Per Participant - UFCW Local 876 (40/30)

Your fee tier will be assigned based on the # of participants in your plan. The minimum and maximum # of participants for each tier will be identified below. Since this is a tiered fee schedule, many tiers may be assessed depending on your current # of participants. Any applicable tier will be highlighted in yellow below. The yearly \$ amount will be calculated by multiplying the number of participants for that tier by the \$/part fee amount shown.

Minimum # of participants	Maximum # of participants	Fee Amount (per participant)	Participants multiplier	Yearly \$ amount	Annual \$ amount
1	500	40.00	500	20,000.00	20,000.00
501	and up	30.00	939	28,170.00	28,170.00
<b>Total annual \$ amount for your plan</b>					<b>\$48,170.00</b>

#### 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	22,840,540.26	11,420.27	11,420.27
25,000,001.00	and up	4.00			
<b>Total annual \$ amount for your plan</b>					<b>\$11,420.27</b>

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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.

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**UFCW Local 876**  
**Multi-Employer 401(k) Plan**

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Revised August 2016

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# OVERVIEW OF THE PLAN

## THE PLAN AT A GLANCE

This is a brief summary of the provisions of the plan. A more complete explanation is in the rest of this summary plan description.

<b>Plan Year</b>	Plan records are maintained on a plan year basis. The <b>plan year</b> is the 12 month period ending on December 31 each year.
<b>Contributions</b>	You may contribute to your plan accounts on a pre-tax basis. If you are age 50 or older, you may make additional catch-up contributions. Your employer may also make matching contributions and discretionary contributions.
<b>Investments</b>	You may invest your accounts in any one or more of the investment funds made available under the plan.
<b>Vesting</b>	You are always fully vested in your retirement savings account and rollover account. You become fully vested in your other accounts if you reach age 65 before your employment with an employer terminates. If your employment terminates before you reach age 65, your vested percentage of your other accounts will be determined according to your employer's participation agreement.
<b>Payments of Benefits</b>	You may request payment of your accounts after retirement or other termination of employment.

## INTRODUCTION

This is a summary of the UFCW Local 876 Multi-Employer 401(k) Plan as amended through January 1, 2016. The next section provides a brief introduction to how the **plan** works, but you should read the entire summary for more information.

The term **Union** refers to UFCW Local 876. The term **employer** refers to a contributing employer who signs a participation agreement and is accepted for participation by the trustee. Other important words and phrases are highlighted throughout this summary.

## HOW THE PLAN WORKS

Investments and other plan assets are held in **trust**. The Union has appointed a **trustee** to administer the trust.

The plan and the related trust are established in documents executed by the Union and the trustee. These documents contain the terms of the plan and trust, including the requirements for participating in the plan and for receiving benefits.

You may contribute some of your compensation to the plan. If you do, the contribution will be credited to your retirement savings account and will be excluded from your current taxable income. Your employer may make matching or other discretionary contributions to the plan.

## HOW YOU BECOME A PARTICIPANT

### ELIGIBLE EMPLOYEES

You are an eligible employee if you are an employee of an employer, unless you are—

- performing services for an employer under an agreement with the employer that does not explicitly provide for participation in the plan;
- performing services for a company related to an employer that has not adopted the plan;
- employed temporarily by the Union for the conduct of Union business, but remain employed by a person or entity covered by a collective bargaining agreement with the Union;
- living and working outside the United States and do not receive US-sourced compensation;
- performing services for an employer under an agreement with an employment agency or employee leasing organization;
- performing services for an employer on a temporary basis under an agreement with a temporary employment agency; or
- an independent contractor.

### ENTRY DATES

The **entry dates** are January 1, April 1, July 1, and October 1 of each year.

If you are an eligible employee, you will become a participant on the next entry date after you attain age 18 and complete three months of service.

### PARTICIPATION AFTER REEMPLOYMENT

If you are reemployed before you have a **break in service**, your participation after reemployment will be determined without regard to the termination of employment, but you will not receive any credit for the time you were gone.

If you are reemployed after you have a break in service, your participation after reemployment will be determined as follows:

- If you were a participant when your employment terminated, you will become a participant again when you start work again.



- If you were not a participant, but you had at least one year of service before your termination, you will become a participant when you start work again or, if later, on the entry date that would have applied to you if your employment had not terminated.
- If you were not a participant, and you did not have a year of service before your termination, you will be treated as a new employee.

A **break in service** is any plan year in which you are credited with fewer than 501 hours of service. You will be credited for your regularly scheduled service hours, up to a total of 501 hours, if you are absent from work due to pregnancy, childbirth, placement of a child in connection with adoption, child care immediately following birth or adoption, or other absences under the Family and Medical Leave Act.

## HOW YOUR BENEFITS ARE DETERMINED

### INDIVIDUAL ACCOUNTS

The plan keeps track of contributions and investment income in participant accounts.

**Retirement savings accounts** are for retirement savings contributions, including catch-up contributions. **Rollover accounts** are for rollover contributions from other qualified retirement plans. **Matching contribution accounts** are for employer matching contributions. **Discretionary contribution accounts** are for other discretionary employer contributions.

### RETIREMENT SAVINGS CONTRIBUTIONS

You may elect to make **retirement savings contributions** on a pre-tax basis. You may contribute any whole dollar amount or any whole percentage of your compensation up to 100% of your compensation. Federal tax law limits how much you may contribute each year. This limit is adjusted for inflation. For 2016, the limit is \$18,000.

You may change your contribution election at any time after your initial enrollment.

### CATCH-UP CONTRIBUTIONS

If you have attained age 50, or you will attain age before the end of the year, you may also make **catch-up contributions**. Federal tax law limits how much you may contribute each year. This limit is adjusted for inflation. For 2016, the limit is \$6,000 (for a total contribution of \$24,000).

### MATCHING CONTRIBUTIONS

Your employer may make **matching contributions** based on your retirement savings contributions.

- If you are a collectively bargained employee, your employer will match your contributions in an amount specified in your collective bargaining agreement, and will make the matching contributions at the time specified in your collective bargaining agreement.

- If you are not a collectively bargained employee, your employer will match your contributions in the amount determined by the employer, and will make the matching contributions at the end of each plan year, or more frequently as determined by the employer.

## DISCRETIONARY CONTRIBUTIONS

Your employer may also make **discretionary contributions** to the plan.

### ALLOCATION OF DISCRETIONARY CONTRIBUTIONS

- For non-collectively bargained employees, discretionary contributions will be allocated to participants in proportion to compensation.
- For collectively bargained employees, discretionary contributions will be allocated as specified in the applicable collective bargaining agreement.

Compensation for this purpose generally means the salary or wages that you receive from the employer during the plan year, including overtime pay, bonuses, and commissions, as reported in Box 1 of your W-2. Compensation also includes your pre-tax contributions to the 401(k) retirement savings plan and flexible benefit plan, if any, even though these are not reported in Box 1 of your W-2. Compensation *does not include* amounts paid before you become a participant in the plan.

## ROLLOVER CONTRIBUTIONS

You may roll over all or part of an eligible rollover distribution that you have received from another qualified retirement plan, subject to certain conditions. You must make the rollover contribution within the time period prescribed by law and provide satisfactory evidence that the contribution qualifies as a rollover.

## INVESTMENT OPTIONS

### INVESTMENT RESPONSIBILITY

The plan offers a variety of investment funds. You may select any one or more of these funds for investment of your accounts, and you are responsible for your selections.

The plan administrator will provide you with information about these funds, including historical performance, fees, and expenses. It is important to understand this information before you make investment decisions. You may wish to consult an investment advisor or financial planner about your investment decisions.

The plan may change the available investment funds at any time. The employer does not provide investment advice.

## INVESTMENT PROCEDURES

You select your initial investments when you enroll in the plan. After that, you can change selections at any time. Changes will be made as soon as administratively practicable.

If you fail to make a selection, your accounts will be invested in the plan's default investment fund, which may be a default target date investment fund appropriate for your age and projected retirement date.

## HOW YOU BECOME VESTED

### VESTING

Your retirement savings accounts and rollover accounts are fully vested at all times. Your vested percentage in your matching and discretionary contribution accounts is determined by your employer's participation agreement.

### FORFEITURE

If your employment terminates before you are 100% vested, the non-vested portion of your account balance will be maintained in your accounts until forfeiture occurs.

- If the vested portion of your account is distributed to you, forfeiture will occur on the date the vested portion is paid. If your vested account balance is zero when your employment terminates, forfeiture will occur on the date of termination.
- In all other cases, forfeiture will occur when you have five consecutive years of break in service.

Forfeitures will be restored to your accounts if you are reemployed by an employer before five consecutive years of break in service and if you repay all amounts previously paid from your accounts within five years of the date you are reemployed.

### VESTING AFTER REEMPLOYMENT

If you were a participant in the plan when your employment with the employer terminated, and you are later rehired by an employer, you may become fully vested or partially vested in your accounts based on your service prior to your termination, in addition to your service after you are rehired.

- If you had not incurred a break in service (as defined in the section entitled "Participation After Reemployment") before you were reemployed, your prior service will be reinstated immediately.
- If you had incurred a break in service before you were reemployed, the service you earned in your prior period of employment will be reinstated as soon as you earn one year of service in the 12-month period beginning on your date of reemployment or in any plan year.

# HOW YOUR BENEFITS ARE PAID

## BENEFITS AT A GLANCE

You will be entitled to receive the vested percentage of your account balance after your employment terminates. If you die before all of your vested account balance has been paid, your beneficiary will be entitled to receive the rest of your vested account balance. An alternate payee may be entitled to receive all or part of your vested account balance if ordered by a divorce court in a qualified domestic relations order.

Benefits may not be paid to you without your consent unless you have attained age 65 or unless the vested portion of your account is \$5,000 or less.

If the benefit payment is more than \$1,000, the payment may be made by direct rollover to an IRA established by the plan administrator unless you elect to receive the payment directly or to have the payment made by direct rollover to an IRA or other eligible retirement plan.

## RETIREMENT OR TERMINATION

You may elect to receive benefit payments as soon as practicable after your employment terminates. If your employment terminates when or after you have attained age 65, or your employment terminates due to your death, your benefit will be paid in a single lump sum no later than 60 days after the end of the plan year in which your employment terminates.

If your employment terminates before you have attained age 65, for any reason other than death, and your vested account balance is more than \$5,000, and you do not elect to receive benefit payments sooner, the plan administrator will maintain your account within the plan until you reach age 65 and will pay your benefit in a single lump sum no later than 60 days after the end of the plan year in which you reach age 65.

You may elect to delay the commencement of benefit payments unless your vested account balance is \$5,000 or less. Your benefit payments will begin no later than 60 days after the end of the plan year in which: you attain age 65, your employment terminates, or the tenth anniversary of your participation in the plan occurs, whichever is latest.

## AUTOMATIC LUMP SUM PAYMENTS

If your employment terminates before age 65 and your vested account balances total \$1,000 or less, the plan administrator may direct the trustee to pay your vested account balances to you in a single lump sum at any time.

If your employment terminates before age 65 and your vested account balances total more than \$1,000 but not more than \$5,000, the plan administrator may either pay your vested account balance by direct rollover to an IRA established by the plan administrator or maintain your account within the plan until you reach age 65.

## PAYMENT OPTIONS

Your benefit will be paid as a lump sum payment of all or part of your vested account balance.

You, your surviving spouse, or your spouse or former spouse who is an alternate payee may elect to have all or part of any eligible payment made directly to an IRA or other eligible retirement plan. Any other beneficiary may elect to have all or part of any eligible payment made directly to an IRA that is designated as an inherited IRA.

## PAYMENTS IN CASES OF DIVORCE

Payments to an alternate payee are 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. The alternate payee may elect to have payments begin as soon as administratively feasible after the order has been determined to be a valid qualified domestic relations order.

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 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.

The employer may charge your accounts with reasonable costs incurred in administering a domestic relation order related to your accounts, including, but not limited to, attorney fees and consultant fees.

## MANDATORY PRE-RETIREMENT WITHDRAWALS

The federal tax code requires you to withdraw certain minimum amounts every year after age 70½. 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. If you are not a 5% owner of the employer, you will be required to begin withdrawing from your accounts no later than April 1 of the first year beginning after you attain age 70½ or retire, whichever is later. If you are a 5% owner of the employer, you will be required to begin withdrawing from your accounts not later than April 1 of the first year beginning after you attain age 70½, regardless of whether your employment has terminated.

## IN-SERVICE WITHDRAWALS

You may withdraw from your rollover contribution accounts at any time.

After you reach age 59½, you may withdraw all or part of your retirement savings account.

If you perform active duty qualified military service for a period of more than 30 days, you may withdraw funds from your retirement savings account during your period of active duty. If you do so, your retirement savings contributions, if any, will be suspended during the six-month period beginning on the date of the withdrawal.

## HARDSHIP WITHDRAWALS

You may apply for and receive a withdrawal from your retirement savings account if you experience a financial hardship. A financial hardship is a set of circumstances resulting in immediate and heavy financial needs, such as deductible medical expenses, eviction, mortgage foreclosure, purchase of a principal residence, or paying for college education. The amount of a hardship withdrawal cannot exceed the amount required for your immediate financial need and cannot be reasonably available to you from other sources, such as insurance, loans (including loans from the plan), cessation of contributions and liquidation of other assets (to the extent that such liquidation would not itself cause an immediate and heavy financial need). Earnings on your contributions are not available for hardship withdrawals.

The plan administrator will determine whether your application satisfies the requirements for a hardship withdrawal. You may be required to submit such evidence of your circumstances as the plan administrator requires. The determination of whether your circumstances constitute hardship will be made on the merits of your case; provided, however, that all determinations will be made consistently for all participants in similar circumstances. Hardship withdrawals before age 59½ may be subject to an additional 10% penalty tax on early distributions (in addition to any federal and state income taxes that are due on the distribution). You should consult a professional tax advisor before you consider making a hardship withdrawal.

## PLAN LOANS

The plan allows you to borrow money from your account and make payments with interest back to your account. You are eligible to take a loan from your plan account if you are an active employee or on an employer-approved leave of absence. You can only have one outstanding loan at any given time.

The minimum loan amount is \$1,000. The maximum loan amount is the least of the following amounts:

- The vested portion of your account balance;
- \$10,000 if your total vested benefits are more than \$10,000 but not more than \$20,000;
- 50% of your total vested benefits if your total vested benefits are more than \$20,000 but not more than \$100,000; and
- \$50,000 if your total vested benefits are more than \$100,000.

Loan repayments will be made through payroll deductions. You may pay off your entire outstanding loan balance at any time without penalty. If you fail to make an installment payment when due, your loan will be considered to be in default unless the payment is made by the close of the calendar quarter immediately following the calendar quarter in which the payment was missed. If your loan goes into default, you will be subject to federal income taxes on the then-outstanding loan balance.

If you separate from service or become disabled, your loan must be repaid in full within 30 days or by the first day of the calendar quarter which immediately follows your disability or

separation from service (as applicable) if later. If your loan is not repaid within this period, you will be subject to income tax on your outstanding loan balance and you may also be subject to a 10% penalty tax in addition to the regular federal and state income taxes that will be due.

If you are married, you must get the written, notarized consent of your spouse before obtaining a loan from the plan. The plan administrator may establish additional loan policies and procedures. Please contact the plan administrator to take a loan from your plan accounts or to get more information about plan loans.

## DESIGNATING A BENEFICIARY

**IMPORTANT:** You should designate a beneficiary in order to determine who will receive your plan benefit if you die. If you do not designate a beneficiary, default beneficiary rules will apply. It is important that you periodically review your beneficiary designation and update your beneficiary designation any time you want to change your beneficiary. Your most recent beneficiary designation will control how your benefits are distributed.

If you are single, you may designate the beneficiary of your choice by completing the appropriate beneficiary designation form. If you have been married for at least one year at the time of your death, your spouse is automatically designated as your beneficiary *unless* you designate another beneficiary by completing the appropriate beneficiary designation form and your spouse consents by completing the spouse's consent form. Your spouse's consent must be executed in the presence of a representative of the plan or a notary public. If your spouse is your beneficiary at the time of your divorce, he or she may *not* be removed as your beneficiary until a new beneficiary is designated.

If you do not designate a beneficiary or your beneficiary dies before you, the death benefit will be paid to your surviving spouse, if any, or otherwise to your estate. A beneficiary designation becomes effective when it is filed with us and each subsequent beneficiary designation form filed 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.

## HOW TO APPLY FOR BENEFITS

### APPLICATION PROCEDURE

You should ask about your benefits under the plan when your employment terminates. We will provide you with an application for payment and a written explanation of payment options at least 30 and not more than 180 days before the payment of your benefits begins. Normally, we will process your application within 90 days. 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.

If you are not eligible for a benefit, we will give you an explanation in writing 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.

## APPEAL PROCEDURE

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 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.

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.

If you are not satisfied with our decision on your appeal, you may pursue your rights under the federal law known as ERISA. You must, however, complete the appeal process before you can bring an action against us under ERISA.

## FAILURE TO APPLY

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 may pay your vested account balance to you in a single lump sum payment at any time.
- If your account is more than \$1,000 but not more than \$5,000, we may make the benefit payment to an IRA and provide you with written notice that the payment may be



transferred to another IRA without cost or penalty, or we may continue to maintain your account and charge you the expenses of administering the account.

- If your account is more than \$5,000, we will continue to maintain your account and charge you the expenses of administering the account until you reach normal retirement age.

## HOW YOUR BENEFITS ARE TAXED

Your pre-tax contributions, and pre-tax contributions made on your behalf, are not currently includable in your income for federal income tax purposes. All investment earnings on amounts in your plan accounts are not taxed to you until you receive a distribution. All distributions from your account will be taxable as ordinary income. In addition, a 10% penalty is imposed on any distributions made before you terminate employment, reach age 59½, become disabled or die, subject to certain exceptions.

Information in the plan and in this SPD should not be considered tax advice. The employer does not provide tax advice. You should consult your tax advisor for further information on how your plan benefit is taxed.

## YOUR RIGHTS AS A PARTICIPANT

### QUESTIONS ABOUT THE PLAN

If you have questions about the plan, you should contact the plan administrator. Most questions about the plan can be resolved quickly and fairly with your cooperation. If you request information from us and we don't respond, please check to make sure we received your request. We intend to respond to questions and requests for information as quickly as possible.

### CREDIT FOR MILITARY SERVICE

If you take an authorized leave of absence for qualified military service and apply to return to employment with us during the period in which your reemployment rights are protected by federal law, you may be able to make additional retirement savings contributions to make up for the time you were on military service, and you will be credited with any matching contributions based on the additional retirement savings contributions you make. For this purpose, we will assume your compensation is the amount you would have received if you had remained in our employ during the period of military service. If we cannot determine that amount, we will assume your compensation during each month of military service is the average monthly amount you were paid during the 12-month period immediately preceding your leave of absence.

You will not have to re-qualify for plan participation upon your return from qualified military service and you will not forfeit any amounts that were credited to your account while you were in qualified military service.

If you die while performing military service, your account balance will be 100% vested and your surviving spouse or other beneficiaries will be entitled to payment as provided in 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 qualified retirement plan we maintain are payable to participants who are officers or shareholders.

The plan is not top-heavy now and it is not likely to become top-heavy in the future. If the plan becomes top-heavy in a plan year, the employer will make an additional contribution to the accounts of participants who are not officers or shareholders and who are employed at the end of the plan year.

## PROTECTION FROM CREDITORS

Your benefits are subject to plan provisions prohibiting assignment or alienation of your benefit. These provisions protect your benefits from your creditors. These provisions also prevent you from assigning or pledging your interest in the plan as security for a loan or other obligation. However, these provisions do not prevent a portion of your benefits from being assigned to another party by a qualified domestic relations order.

## LIMITATIONS

The plan is only a retirement plan. It is not a contract of employment, and does not give you any right to continued employment. If your employment terminates for any reason, you will be entitled to the benefits you have earned under the plan in accordance with the terms of the plan.

This document is a summary plan description. It summarizes the major terms of the plan and related trust in order to help you understand more about how the plan works, but it does not describe every provision of the plan, trust, and applicable law. If any part of the summary plan description conflicts with the terms of the plan, trust, or applicable law, or if a provision is not described or is only partially described in the summary plan description, the terms of the plan, trust, and applicable law, will control. Therefore, you cannot rely exclusively on the summary plan description to determine your rights or benefits under the plan.

The provisions of the plan as described in this summary will apply only to persons who are employed on or after January 1, 2016.

Federal tax law limits the amount that can be added to your accounts each year. For 2016, the limit is \$53,000 or 100% of your compensation, whichever is less. Federal tax law also limits the amount of compensation the plan can take into account each year. For 2016, the limit is \$265,000. These limits are annually adjusted for inflation.

## AMENDMENT

The plan may be amended at any time and from time to time. An amendment cannot retroactively reduce your account balance, or eliminate other benefits, except as required or permitted by law. 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, we will provide a supplement or a new summary plan description to you and your beneficiaries.

## TERMINATION

Although the trustees intend to continue the plan indefinitely, the trustees reserve the right to terminate the plan. If the plan is terminated, your account balance will be 100% vested. The trust will be continued for your benefit and the assets will not be returned to the employer.

## 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"). The following statement is provided in accordance with federal regulations.

### OBTAINING INFORMATION

ERISA provides that all participants are entitled to:

- Examine, without charge, at the plan administrator's office, and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and the current summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a quarterly statement of your account free of charge.

### FIDUCIARY RESPONSIBILITIES

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.

## NONDISCRIMINATION

No one, including your employer, your 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.

## CLAIMS FOR BENEFITS

If your claim 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.

## ENFORCING YOUR RIGHTS

Under ERISA, there are steps you can take to enforce your rights. For example, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and you have exhausted the plan's claim review procedures, you may file suit in a State or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the plan, you should contact the plan administrator. 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.

## **NO BENEFIT INSURANCE**

The plan is not eligible for termination insurance coverage through the Pension Benefit Guaranty Corporation (PBGC). This insurance is only available for certain defined benefit plans,

that is, plans which pay a fixed benefit upon retirement and do not maintain individual accounts for participants.

## GENERAL INFORMATION

<b>Name of Plan:</b> UFCW Local 876 Multi-Employer 401(k) Plan
<b>Type of Plan:</b> Defined contribution 401(k) plan
<b>Plan Effective Date:</b> January 1, 1998. This summary describes the plan as amended and restated through January 1, 2016.
<b>Plan Year:</b> January 1 through December 31.
<b>Plan Number:</b> 003
<b>Employer ID Number:</b> 38-0513037
<b>Plan Administrator:</b> Board of Trustees P.O. Box 301000 Waterford, MI 48330  The plan administrator is responsible for administration of the plan. The plan administrator has discretionary authority to interpret the plan, determine eligibility for participation and benefits, and decide all claims for 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. For more information about appealing a claim for benefits, see <i>"Appeal Procedure"</i> above.  The plan administrator is also the agent for service of process.