tronic, Inc. 401(k) Plan
Summary of Material Modification

The purpose of this document is to update your Summary Plan Description (SPD) for an amendment that was recently made to your employer’s retirement plan. This document is very important and should be kept with your SPD. If any provisions in this Summary of Material Modifications (SMM) conflict with your terms of your SPD, the terms of this SMM will apply.

Your Employer has amended and restated the tronic, Inc. 401(k) Plan, which was originally adopted June 13, 2014. The effective date of this amended Plan is July 17, 2017.

Effective July 17, 2017, your SPD is amended to read as follows:

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year eligibility Break in Service rule. The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment after incurring five 1-Year Breaks in Service, you would have to resatisfy any minimum service requirements under the Plan.

Service with another Employer. For eligibility purposes, your Years of Service with Capital-Gazette Communications, LLC, Landmark Community Newspapers of Maryland, LLC, Tribune Company, Tribune Content Agency, LLC, Sun-Times Media Holdings, LLC, San Diego Union-Tribune LLC, Tribune Publishing Company, High School Cube, LLC and Spanfeller Media Group will be counted.

In addition, for eligibility purposes, your Years of Service with any entity the Employer acquires will be counted, but only if you were an employee of the acquired entity at the time of the acquisition.

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.
What service is counted for vesting purposes?

**Service with the Employer.** In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year Break in Service rule.** The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

**Service with another Employer.** For vesting purposes, your Years of Service with Capital-Gazette Communications, LLC, Landmark Community Newspapers of Maryland, LLC, Tribune Company, Tribune Content Agency, LLC, Sun-Times Media Holdings, LLC, San Diego Union-Tribune LLC, Tribune Publishing Company, High School Cube, LLC and Spanfeller Media Group will be counted.

In addition, for vesting purposes, your Years of Service with any entity the Employer acquires will be counted, but only if you were an employee of the acquired entity at the time of the acquisition.

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

**LOANS**

**Is it possible to borrow money from the Plan?**

Yes, you may request a Participant loan using an application form provided by the Administrator. Your ability to obtain a Participant loan depends on several factors. The Administrator will determine whether you satisfy these factors.

**What are the loan rules and requirements?**

There are various rules and requirements that apply to any loan, which are outlined in this question. In addition, your Employer has established a written loan program which explains these
requirements in more detail. You can request a copy of the loan program from the Administrator. Generally, the rules for loans include the following:

- Loans are available to Participants on a reasonably equivalent basis. Each loan requires an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan. All loan applications will be considered by the Administrator within a reasonable time after the Participant applies for the loan. The Administrator may request that you provide additional information to make a determination.

- All loans must be adequately secured. You must sign a promissory note along with a loan pledge. Generally, you must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan. In certain cases, the Administrator may require you to provide additional collateral to receive a loan.

- You will be charged a commercially reasonable rate of interest. The Administrator will determine a reasonable rate of interest by reviewing the interest rates charged for similar types of loans by other lenders. The interest rate will be fixed for the duration of the loan.

- If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. Generally, the term of your loan may not exceed five (5) years. However, if the loan is for the purchase of your principal residence, the Administrator may permit a longer repayment term. Generally, the Administrator will require that you repay your loan by agreeing to payroll deduction. If you have an unpaid leave of absence or go on military leave while you have an outstanding loan, please contact the Administrator to find out your repayment options.

- All loans will be considered a directed investment of your account under the Plan. All payments of principal and interest by you on a loan will be credited to your account.

- The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. Any new loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:

  (a) $50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or

  (b) 1/2 of your vested interest in the Plan.

- No loan in an amount less than $1,000 will be made.

- The maximum number of Plan loans that you may have outstanding at any one time is two (2).

- If you fail to make payments when they are due under the terms of the loan, you will be considered to be "in default." The Administrator will consider your loan to be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan. This could include
filing a lawsuit or foreclosing on the security for the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.

- If you terminate employment, your loan generally becomes due and payable in full immediately. You may repay the entire outstanding balance of the loan (including any accrued interest). If you do not repay the entire outstanding loan balance, your vested account balance will be reduced by the remaining outstanding balance of the loan. Contact the Administrator for additional details.

- Loans will only be permitted from the following accounts:
  - pre-tax deferral accounts
  - Roth 401(k) deferral accounts
  - "rollover accounts"

- Notwithstanding any other provisions of the Adoption Agreement or the Plan, on or prior to September 30, 2014, the Plan will accept outstanding loan rollovers, which must include the rollover of the full account balance, from the Landmark Retirement Plus Plan; see also Loan Policy. Notwithstanding any other provisions of the Adoption Agreement or the Plan, on or prior to February 10, 2015, the Plan will accept outstanding loan rollovers, which must include the rollover of the full account balance, from the Sun-Times Media Holdings, LLC 401(k) Plan.; see also Loan Policy. Notwithstanding any other provisions of the Adoption Agreement or the Plan, on or after August 1, 2015, the Plan will accept outstanding loan rollovers, which must include the rollover of the full account balance, from the San Diego Union-Tribune LLC Savings and Investment Plan; see also Loan Policy. Notwithstanding any other provisions of the Adoption Agreement or the Plan, on or after January 1, 2017, the Plan will accept outstanding loan rollovers, which must include the rollover of the full account balance, from the In-Sperity 401(k) Plan for High School Cube, LLC employees only; see also Loan Policy.

The Administrator may periodically revise the Plan's loan program. If you have any questions on Participant loans or the current loan program, please contact the Administrator.

GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name
The full name of the Plan is tronc, Inc. 401(k) Plan.
Plan Number
Your Employer has assigned Plan Number 001 to your Plan.

Plan Effective Dates

Effective Date. This Plan was originally effective on June 13, 2014. The amended and restated provisions of the Plan become effective on July 17, 2017.

Merged plan. Insperity 401(k) Plan -- High School Cube, LLC is merged into this Plan effective as of July 17, 2017.