

**AMENDMENT NUMBER ONE TO  
SPORTS FACILITIES COMPANIES, LLC 401(K) RETIREMENT PLAN**

**SUMMARY PLAN DESCRIPTION  
MATERIAL MODIFICATIONS**

**I  
INTRODUCTION**

This is a Summary of Material Modifications regarding the Sports Facilities Companies, LLC 401(k) Retirement Plan ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of November 1, 2023. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II  
SUMMARY OF CHANGES**

**1. Employer Name**

Your Employer has changed its name to:

Sports Facilities Companies, LLC

**2. Employer Information**

600 Cleveland Street, Suite 910  
Clearwater, Florida 33755

Telephone: (727) 474-3845

87-4087315

**3. Plan Name**

The name of the Plan was changed to Sports Facilities Companies, LLC 401(k) Retirement Plan.

**4. Excluded Employees - All Contributions**

If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- certain nonresident aliens who have no earned income from sources within the United States

**5. Eligibility Conditions - Salary Deferrals and Rollover Contributions**

**Eligibility conditions.** You will be eligible to participate for purposes of salary deferrals when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described in the SPD.

- 60 Days

The service requirement for salary deferrals is waived for any Eligible Employee employed on December 31, 2019. Any such Eligible Employees will also enter the Plan on this date (i.e., this will be their Entry Date) for purposes of such contributions.

**6. Eligibility Conditions – Employer Matching Contributions**

You will be eligible to participate for purposes of matching contributions when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described in the SPD.

- completion of one (1) Period of Service.

## 7. Eligibility Conditions – Employer Profit Sharing Contributions

You will be eligible to participate for purposes of profit sharing contributions when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described in the SPD.

- completion of one (1) Period of Service.

## 8. Determination of Service - Plan Eligibility

**Period of Service.** You will be credited with a Period of Service once twelve months have passed since your date of hire.

## 9. Service with another Employer - Eligibility

For eligibility purposes, your Periods of Service with Maximum Cheer and Dance, LLC will be counted.

## 10. Safe Harbor Contributions

**Eligible Participants.** In general, Participants who are eligible to make salary deferrals to the Plan are entitled to the safe harbor contribution. However, the following Participants are not eligible for the safe harbor contribution:

- Employees who have not reached the first day of the month that coincides with or next following the employee completing 1 Year of Service.

## 11. Determination of Service for Allocation Purposes

**Period of Service.** You will be credited with a Period of Service for a Plan Year if you were employed at any time during the Plan Year.

## 12. Service with another Employer - Contribution Allocation

For allocation purposes, your Periods of Service with Maximum Cheer and Dance, LLC will be counted.

## 13. Determination of Service - Vesting

**Period of Service.** You will be credited with a Period of Service for each twelve-month period from your date of employment until the date you terminate employment. The Administrator will track your service and will credit you with a Period of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

## 14. Vesting Break in Service Rules

**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 are not employed with the Employer for a period of at least twelve consecutive months. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, the twelve consecutive month period beginning on the first anniversary of your first day of such absence will not constitute 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.

## 15. Service with another Employer - Vesting

For vesting purposes, your Periods of Service with Maximum Cheer and Dance, LLC will be counted.

## 16. Administrator Information

The contact information for the Administrator has changed to:

Sports Facilities Companies, LLC  
600 Cleveland Street, Suite 910  
Clearwater, Florida 33755  
Telephone: (727) 474-3845